

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
4 Michael Patterson (SBN 342134)
E-mail: mpatterson@moonlawgroup.com
5 **MOON LAW GROUP, PC**
725 S. Figueroa St., Suite 3100
6 Los Angeles, California 90017
Telephone: (213) 232-3128
7 Facsimile: (213) 232-3125

8 Attorneys for Plaintiffs Jeremy Chavez and Kassandra Gomez

9 *[Additional Counsel Listed on Following Page]*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 JEREMY CHAVEZ and KASSANDRA GOMEZ,
13 individually, and on behalf of all others similarly
14 situated,

15 Plaintiff,

16 vs.

17 PNEUDRAULICS, INC., a California corporation;
18 and DOES 1 through 10, inclusive,

19 Defendants

Case No.: CIVRS2500377

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

*[Filed with the Declaration of Kane Moon,
the Declaration of Plaintiff Chavez, the
Declaration of Plaintiff Gomez, the
Declaration of Jill L. Ripke, the Declaration
of Jodey Lawrence, and [Proposed]
Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: November 4, 2026

Time: 9:00 a.m.

Dept.: R12

Judge: Hon. Kory Mathewson

Action Filed: January 16, 2025

Trial Date: Not Set

1 David Lavi, Esq. (State Bar No. 277604)

2 Email: dlavi@ebralavi.com

3 Arie Ebrahimian, Esq. (State Bar No. 274961)

4 Email: arie@ebralavi.com

E&L, LLP

8889 W. Olympic Blvd., 2nd Floor

Beverly Hills, California 90211

Telephone: (213) 213-0000

Facsimile: (213) 213-0025

Attorneys for Plaintiff Ruben Victor Marin

1 **TO THE COURT, AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on November 4, 2026, at 9:00 a.m. in Department R12 of this
3 Court located at the Rancho Cucamonga Courthouse at 8303 N. Haven Ave Rancho Cucamonga,
4 California 91730, pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule
5 3.769 *et seq.*, Plaintiff Jeremy Chavez, Plaintiff Kassandra Gomez, and Plaintiff Ruben Marin
6 (collectively, the “Plaintiffs”) will, and hereby do, move the Court for an order granting preliminary
7 approval of the proposed class action settlement between Plaintiffs and Defendant PneuDraulics, Inc.

8 Specifically, Plaintiffs move the Court for an order:

- 9 1. Granting preliminary approval of the Joint Stipulation of Class and Representative Action
10 Settlement Agreement;
- 11 2. Certifying a Class, for settlement purposes only;
- 12 3. Approving the Class Notice and plan for its distribution;
- 13 4. Appointing Plaintiffs as the Class Representatives, for settlement purposes only;
- 14 5. Appointing Plaintiffs’ Counsel Moon Law Group, PC and E&L, LLP as Class Counsel,
15 for settlement purposes only;
- 16 6. Appointing Phoenix Class Action Administration Solutions; and
- 17 7. Setting a final approval hearing at least 120 days from the date of preliminary approval.

18 The motion will be based upon this notice, the attached memorandum of points and authorities,
19 the supporting declarations and exhibits attached thereto, the records and files in this action, and any
20 other evidence or argument that the Court may properly receive at or before the hearing.

21 Respectfully submitted,

22 Dated: August 28, 2026

MOON LAW GROUP, PC

23 By: _____

24 Kane Moon
25 Allen Feghali
26 S. Phillip Song
27 Michael H. Patterson
28 *Attorneys for Plaintiffs*

TABLE OF CONTENTS

1	TABLE OF CONTENTS.....	iii
2	TABLE OF AUTHORITIES	v
3	I. INTRODUCTION	1
4	II. SUMMARY OF THE LITIGATION AND SETTLEMENT.....	1
5	A. Plaintiffs' Claims	1
6	B. Discovery and Investigation	4
7	C. Settlement Negotiations	5
8	D. Key Terms of the Proposed Settlement	5
9	III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL	11
10	A. The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation,	
11	Litigation, and Negotiation.....	12
12	1. The Settlement Is the Product of Discovery, Investigation, and Informed and	
13	Non-Collusive Arm's-Length Negotiations	12
14	2. The Settlement Is Fair and Reasonable Considering the Parties' Respective	
15	Legal Positions	13
16	3. Plaintiffs' Counsel Have Extensive Experience in Class Action and PAGA	
17	Litigation	15
18	B. The Proposed Class Notice of Settlement Should Be Approved.....	16
19	C. The Proposed Attorneys' Fees and Costs Are Reasonable.....	16
20	1. Counsel Will Request a Fees Award Based On the "Common Fund" Method..	16
21	2. The Requested Fee Award Is in Line with Typical Cases.....	17
22	3. This Matter Involves a "Fee-Shifting" Provision of the Labor Code	18
23	4. Counsel's Experience, Reputation, and Ability Support the Requested Fees	18
24	D. The Service Payment to Named Plaintiffs Is Reasonable.....	19
25	IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED.....	20
26	A. Legal Standard	20
27	B. Plaintiffs Maintain that the Criteria for Class Certification Are Satisfied.....	21
28		

1	1. The Class Is Ascertainable and Numerous	21
2	2. There Are Many Common Issues of Law and Fact Which Predominate	22
3	3. Plaintiffs’ Claims Are Typical of the Claims of the Class	22
4	4. Plaintiffs and Their Counsel Meet the Adequacy Requirement	23
5	5. A Class Action Is Superior to a Multiplicity of Litigation	23
6	V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND.....	24
7	A. The Proposed Class Notice Plan Satisfies Due Process	24
8	B. The Class Notice Is Accurate and Informative.....	24
9	VI. CONCLUSION.....	25

TABLE OF AUTHORITIES

FEDERAL CASES

Angeles v. United States Airways, Inc. (N.D. Cal. Feb. 19, 2013)

No. C 12-05860 CRB, 2013 WL 622032 3

Frank v. Eastman Kodak Co. (W.D.N.Y. 2005) 228 F.R.D. 174..... 19

Leyva v. Medline Industries Inc. (9th Cir. 2013) 716 F.3d 510..... 23

Pedroza v. PetSmart, Inc. (C.D. Cal. June 14, 2012)

No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073 3

Priddy v. Edelman (6th Cir. 1989) 883 F.2d 438 12

Rodriguez v. West Publishing Corp. (9th Cir. 2009) 563 F.3d 948..... 19

Van Vranken v. Atlantic Richfield Co. (N.D. Cal. 1995) 901 F.Supp. 294 17

Vincent v. Hughes Air West, Inc. (9th Cir. 1977) 557 F.2d 759 16

STATE CASES

Cartt v. Superior Court (1975) 50 Cal.App.3d 960..... 24

Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43 17

City and County of San Francisco v. Sweet (1995) 12 Cal.4th 105 16

Classen v. Weller (1983) 145 Cal.App.3d 27 23

Clothesrigger, Inc. v. GTE Corp. (1987) 191 Cal.App.3d 605 22

Collins v. Rocha (1972) 7 Cal.3d 232..... 21, 22

Daar v. Yellow Cab Co. (1967) 67 Cal. 2d 695..... 20

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794 11, 22

Gentry v. Superior Court (2007) 42 Cal.4th 443 19, 24

Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116..... 11

Laffitte v. Robert Half International Inc. (2016) 1 Cal.5th 480..... 17

Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429 21

Mallick v. Superior Court (1979) 89 Cal.App.3d 434 11

McGhee v. Bank of America (1976) 60 Cal.App.3d 442 23

Miller v. Woods (1983) 148 Cal.App.3d 862..... 21, 23

1	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399	12, 19
2	<i>Neary v. Regents of University of California</i> (1992) 3 Cal.4th 272	11
3	<i>Quinn v. State of California</i> (1975) 15 Cal.3d 162.....	16
4	<i>Richmond v. Dart Industries, Inc.</i> (1981) 29 Cal. 3d 462.....	20, 21
5	<i>Rose v. City of Hayward</i> (1981) 126 Cal.App.3d 926	21
6	<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25	16
7	<i>Stamburgh v. Superior Court</i> (1976) 62 Cal.App.3d 231.....	12, 24
8	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224.....	13
9	<i>Wilner v. Sunset Life Insurance Co.</i> (2000) 78 Cal.App.4th 952	21
10	STATE STATUTES	
11	California Code of Civil Procedure § 382	20
12	California Private Attorneys General Act, Labor Code §§ 2698, <i>et seq.</i>	1
13	California Labor Code § 90.5	19
14	California Labor Code § 218.5	18
15	California Labor Code § 226	18
16	California Labor Code § 1194	18
17	California Labor Code § 2699(e)(2)	14
18	California Labor Code § 2699(k)(1).....	18
19	California Labor Code § 2802(d).....	18
20	OTHER AUTHORITIES	
21	Eisenberg & Miller, <i>Incentive Awards to Class Action Plaintiffs: An Empirical Study</i>	
22	(2006) 53 UCLA L. Rev. 1303	20
23	COURT RULES	
24	California Rules of Court, rule 3.766(e), (f)	24
25	California Rules of Court, rule 3.769(f)	16
26	TREATISES	
27	Newberg, <i>Newberg on Class Actions</i> (3rd ed. 1992) § 8.39	24
28	Newberg, <i>Newberg on Class Actions</i> (3rd ed. 1992) § 11.51	12

1	Newberg, Newberg on Class Actions (3rd ed. 1992) § 14.03	17
---	--	----

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jeremy Chavez (“Plaintiff Chavez”), Plaintiff Kassandra Gomez (“Plaintiff Gomez”), and Plaintiff Ruben Marin (“Plaintiff Marin”) (collectively, the “Plaintiffs”) seek preliminary approval of a proposed \$640,000.00, non-reversionary, class action settlement (the “Settlement”) with Defendant PneuDraulics, Inc. (“Defendant”) (together with Plaintiffs, the “Parties”). The Settlement will provide substantial monetary payments to roughly 381 current and former hourly, non-exempt employees who worked an estimated aggregate of 33869 Workweeks for Defendant in the State of California during the Class Period. As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. The Settlement was reached after extensive investigation, informal discovery, and negotiations between the Parties. The negotiations were at arm’s-length and were facilitated during mediation by experienced, neutral, class action mediator Hon. Carl West (ret.). Accordingly, Plaintiffs request the Court preliminarily approve the proposed Settlement, certify the proposed Settlement Class, approve the proposed Class Notice to Class Members, and set a final approval hearing no earlier than 120 days from the date of preliminary approval.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiffs’ Claims

This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). (Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class and Representative Action Settlement [“Moon Decl.”], ¶ 2.) Plaintiffs seek to represent a class of all current and former hourly, non-exempt employees who worked for Defendant in the State of California during the period from January 16, 2021 through March 13, 2026 (“Class Period”), as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). (*Id.*, Ex. 1.)

Defendant is a leading manufacturer and supplier of aerospace hydraulic system components. (*Id.* at ¶ 3.) Defendant has employed Plaintiffs and other putative Class Members in California during the putative Class Period. (*Id.*) Plaintiff Chavez worked for Defendant from approximately April 2023

1 to June 2024. (Declaration of Plaintiff Jeremy Chavez in Support of Approval of Class Action and
2 PAGA Settlement [“Plaintiff Chavez Decl.”], ¶ 2.) Plaintiff Gomez worked for Defendant from
3 approximately April 2024 to November 2024. (Declaration of Plaintiff Kassandra Gomez in Support
4 of Approval of Class Action and PAGA Settlement [“Plaintiff Gomez Decl.”], ¶ 2.) Plaintiff Marin
5 worked for Defendant from approximately April 2024 to November 2024. (Moon Decl., ¶ 3.)
6 Throughout their employment, Plaintiffs were employed in a non-exempt position. (Moon Decl., ¶ 3.)
7 Plaintiffs contend they and their coworkers were subjected to the same unlawful labor practices,
8 including failure to pay wages for all hours worked. (*Id.*) Defendant disputes this contention. (*Id.* at ¶
9 8.)

10 Plaintiffs’ claims for unpaid minimum and overtime wages stem from allegations that
11 Defendant failed to incorporate all remunerations into the regular rate of pay for purposes of paying
12 Class Members overtime wages, meal break premiums, and sick pay and that Defendant required Class
13 Members to work off-the-clock without compensation. (Moon Decl., ¶ 4.) Plaintiffs’ meal and rest
14 period claims are based on allegations that due to the nature of their work, Class Members’ breaks were
15 often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all
16 premium wages for non-code-compliant breaks. (*Id.*) Plaintiffs further bring a claim for unreimbursed
17 necessary business expenses based on allegations that Class Members were required to use their
18 personal cellphones for business purposes, without reimbursement for the same. (*Id.*) Finally, Plaintiffs
19 also bring derivative claims for waiting time penalties, wage statement violations, unfair business
20 practices, and civil penalties under PAGA. (*Id.*)

21 On January 16, 2025, Plaintiff Chavez commenced this class action by filing a complaint
22 alleging causes of action against Defendant for Defendant’s failure to pay minimum wages; failure to
23 pay overtime compensation; failure to provide meal periods; failure to authorize and permit rest breaks;
24 failure to indemnify necessary business expenses; failure to timely pay final wages at termination;
25 failure to provide accurate itemized wage statements; and unfair business practices. (*Id.* at ¶ 5.) On
26 March 19, 2025, Plaintiff Chavez filed a First Amended Complaint adding a civil penalty claim under
27 PAGA along with naming Plaintiff Gomez as an additional Class Representative. (*Id.*).

28 On June 16, 2026, the Parties filed a stipulation with a Second Amended Complaint in the

1 Chavez Action to add Plaintiff Marin and his claims and factual allegations (the “Operative
2 Complaint”). (*Id.* at ¶ 6.) Plaintiff Marin will request dismissal of the Marin Action without prejudice.
3 (*Id.*)¹ A file-stamped copy of the First Amended Complaint containing the Court-assigned case number
4 was submitted to the LWDA. (*Id.*)

5 On or around January 11, 2025, Plaintiff Chavez submitted a PAGA Notice to the LWDA as
6 well as an Amended PAGA Notice. (*Id.* at ¶ 7.) On or around October 17, 2025, Plaintiff Marin
7 submitted a PAGA Notice to the LWDA. (*Id.*) Pursuant to Labor Code § 2699.3(a), Plaintiffs gave
8 timely written notice to Defendant and the LWDA by sending their respective PAGA Notices, as
9 amended. (*Id.* at ¶ 7, Ex. 2.)

10 Defendant ardently opposes the merits of this case and denies Plaintiffs’ factual allegations. (*Id.*
11 at ¶ 8.) Defendant argues, among other things, that the putative Class was paid all minimum wages,
12 overtime wages, and sick pay owed and that Defendant did not allow its employees to work off-the-
13 clock. (*Id.*) Defendant maintains compliance with all its meal and rest period obligations. (*Id.*) As for
14 the unreimbursed business expenses, Defendant maintains it reimbursed Class Members for all
15 necessary business expenses incurred. (*Id.*) To the extent Class Members received wage statements that
16 were allegedly inaccurate, Defendant asserts Class Members suffered no actual damage or harm as a
17 result, and that there was no knowing or intentional violation. (*Id.*; *see, e.g., Angeles v. U.S. Airways,*
18 *Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12–05860 CRB, 2013 WL 622032, at *10 [“A plaintiff must
19 adequately plead an injury arising from an employer’s failure to provide full and accurate wage
20 statements, and the omission of the required information alone is not sufficient.”].) With respect to
21 Plaintiffs’ claim for waiting time penalties, Defendant alleges its good-faith belief that they paid all
22 wages precludes the imposition of waiting time penalties since Plaintiffs cannot prove Defendant’s
23 alleged failure to pay all final wages at the time of separation was “willful.” (Moon Decl., ¶ 8; *see, e.g.,*
24 *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL
25 9506073, *5.) For these reasons, Defendant claims it did not engage in any unfair business practices

26
27 ¹ On or around February 13, 2026, Marin filed an action in San Bernardino Superior Court
28 with case Number CIVRS2600596 (the “Marin Action”). That action was not served on Defendant
and Plaintiff Marin will seek dismissal of that case in connection with this settlement. (Moon Decl.,
¶ 6, n.1.)

1 and denies liability under PAGA. (Moon Decl., ¶ 8.) Defendant also maintains the claims are improper
2 for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims
3 and the existence of enforceable arbitration agreements with Plaintiffs and other Class Members that
4 could bar class certification or significantly reduce Defendant's overall liability. (*Id.*)

5 **B. Discovery and Investigation**

6 Following the filing of the complaint, the Parties met and conferred regarding an agreement to
7 mediate Plaintiffs' claims. (*Id.* at ¶ 9.) The Parties agreed to mediate with Hon. Carl West (ret.), an
8 experienced class and PAGA action mediator. (*Id.*) In preparation for mediation, the Parties agreed to
9 a protocol for an informal exchange of documents and information before the mediation. (*Id.*) Prior to
10 mediation, Plaintiffs obtained from Defendant, through informal but extensive discovery, information
11 sufficient to meaningfully evaluation the claims at issue in the action, including applicable written
12 policies, the employee handbook in effect during the Class Period, Plaintiff's complete personnel file,
13 an approximate 20% sample of the pay periods for time and corresponding payroll records for
14 employees, and information regarding the estimated number of current and former employees,
15 Workweeks, PAGA Pay Periods, and average hourly pay. (*Id.*)

16 In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information
17 Defendant provided, including the sample time/pay records and documents regarding Defendant's
18 wage and hour policies. (*Id.* at ¶ 10.) Plaintiffs' Counsel retained a statistics expert to analyze the
19 sample records and prepare a damage analysis prior to mediation. (*Id.*) The sample time and pay records
20 analyzed contained 17,935 shifts that employees worked (representing approximately 11% of total
21 shifts), which allowed Plaintiffs' expert to prepare an analysis with a reasonable degree of certainty.
22 (*Id.*) In conjunction with their extensive factual investigation, Plaintiffs' Counsel also investigated the
23 applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly, Plaintiffs'
24 Counsel were able to evaluate the probability of class certification, success on the merits, and
25 Defendant's maximum and realistic monetary exposure for all claims. (*Id.*) Thus, Plaintiffs' and their
26 Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed
27 them to act intelligently in negotiating the Settlement. (*Id.*)

1 **C. Settlement Negotiations**

2 Mediation occurred on February 11, 2026. (*Id.* at ¶ 11.) The settlement negotiations were at
3 arm’s length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went
4 into the mediation willing to explore the potential for a settlement of the dispute, but each side was also
5 prepared to litigate their position through trial and appeal if a settlement had not been reached. (*Id.*)
6 After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs’
7 claims and Defendant’s defenses, the Parties reached a settlement, the material terms of which are
8 encompassed within the Settlement. (*Id.*)

9 Plaintiffs’ Counsel represent they are not aware of any related case, other than the Marin Action,
10 that would be extinguished or adversely affected by approval of this Settlement. (*Id.* at ¶ 12.)

11 Plaintiffs’ Counsel have conducted a thorough investigation into the facts of this case. (*Id.* at ¶
12 16.) Based on the foregoing document and information exchange and on their own independent
13 investigation and evaluation, Plaintiffs’ Counsel are of the opinion that the proposed Settlement is fair,
14 reasonable, and adequate. (*Id.*) Furthermore, considering all known facts and circumstances, the risk of
15 significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to
16 certification and on the merits, the Settlement is in the best interests of the Class. (*Id.*; *see also id.* at ¶¶
17 18–28.) **Indeed, the \$640,000.00 gross settlement figure represents roughly 69.3% of the realistic**
18 **(risk-adjusted) recovery estimated to be \$922,971.50.** (*Id.* at ¶ 24.)

19 **D. Key Terms of the Proposed Settlement**

20 Under the Settlement, Defendant will pay a non-reversionary amount of \$640,000.00 to resolve
21 this litigation, subject to an escalator clause. (Settlement, ¶ 3.0.) The Settlement’s key terms include²:

22 1. Class Members or Settlement Class: The proposed Class for purposes of the Settlement
23 contains approximately 381 members who worked approximately 33,869 Workweeks and is defined
24 as: all current and former hourly, non-exempt employees who worked for Defendant in the State of
25

26 ² A table listing the key financial terms of the Settlement, including the Gross Settlement
27 Amount, each deduction from the gross amount (attorneys’ fee, litigation costs, settlement administrator
28 costs, service payment, and the PAGA Penalties), whether exact or in a “not to exceed” amount, and
the estimated Net Settlement Amount, and the estimated average of individual settlement payments is
provided in the accompanying Moon Decl., ¶ 14.

1 California during the Class Period. (*Id.* at ¶¶ 1.3, 7.0.) The Class will exclude any Class Member who
2 opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request
3 for Exclusion (“Non-Participating Class Members”). (*Id.* at ¶ 1.26.)

4 2. Class Period: means the period from January 16, 2021 through March 13, 2026. (*Id.* at ¶
5 1.10.)

6 3. Participating Class Members: means a Class Member who does not submit a valid and
7 timely Request for Exclusion from the Class portion of the Settlement. (*Id.* at ¶ 1.32.)

8 4. Aggrieved Employee: There are approximately 241 Aggrieved Employees who worked
9 approximately 17,558 PAGA Pay Periods. (Moon Decl., ¶ 17.) Aggrieved Employees means all current
10 and former hourly, non-exempt employees, employed by Defendant in California during the period
11 from January 11, 2024, through March 13, 2026³ (the “PAGA Period”). (*Id.*, Ex. A.)

12 5. Gross Settlement Amount: This amount is \$640,000.00, subject to a potential increase
13 under the Escalator Clause. (*Id.* at ¶ 3.0.) Defendant agrees to separately pay any and all employer
14 payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id.*) The Administrator
15 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
16 Members or Aggrieved Employees to submit any claim as a condition of payment. (*Id.*) None of the
17 Gross Settlement Amount will revert to Defendant. (*Id.*)

18 6. Escalator Clause: The Gross Settlement Amount is based on a review of Defendant’s
19 records that there are an estimated 33,509 Total Workweeks during the period of January 16, 2021 to
20 February 11, 2026. (*Id.* at ¶ 7.0.) Defendant has represented that the total number of Workweeks during
21 the Class Period is 33,869 and, as such, the escalator clause is not triggered. (Declaration of Jill Ripke,
22 ¶ 3.)

23 7. Net Settlement Amount: means the Gross Settlement Amount, less the following payments
24 in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment,
25 the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel
26

27 ³ The definition of “Aggrieved Employees” was inadvertently excluded from the
28 Settlement. The Parties agree that “Aggrieved Employees” is defined as provided in the Class
Notice, which is incorporated as part of the Settlement.

Expenses Payment, and the Administration Expenses Payment. (*Id.* at ¶ 1.25.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*)

8. Individual Class Payments: means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he or she worked during the Class Period, calculated solely and exclusively to effectuate Settlement of this Action. (*Id.* at ¶ 1.21.) “Workweek” means any week during which a Participating Class Member worked for Defendant for at least one day during the Class Period. (*Id.* at ¶ 1.41.)

9. Individual PAGA Payment: means an Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period, calculated solely and exclusively to effectuate Settlement of this Action. (*Id.* at ¶ 1.20.) “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. (*Id.* at ¶ 1.27.)

10. Tax Treatment: Twenty percent (20%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). (*Id.* at ¶ 3.1.4.1.) Eighty percent (80%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for penalties and interest (the “Non-Wage Portion”). (*Id.*) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Id.* at ¶ 3.2.5.1.)

11. Released Parties: means Defendant and each of its past and present parent companies, subsidiaries, affiliates, divisions, and agents and all of their respective employees, principals, managing agents, members, attorneys, officers, board members, directors, investors, shareholders, owners, partners, tax advisors, legal representatives, accountants, insurers, donors, trustees, administrators, real or alleged alter egos, real or alleged joint employers, predecessors, successors, purchasers, transferees, assigns, affiliates, and all other representatives of Defendant, individually and in their corporate or other representative capacities. (*Id.* at ¶ 1.38.)

12. Released Class Claims: All Participating Class Members are deemed to fully and finally, and forever release, settle, compromise, relinquish and discharge on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and

1 assigns, the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties,
2 costs, expenses, attorney's fees, damages, and causes of action arising during the Class Period that were
3 alleged, or could have been alleged, or that arise from any of the factual allegations in the operative
4 Second Amended Complaint and/or the PAGA Notice(s) from Mr. Chavez and Mr. Marin to the
5 LWDA. (*Id.* at ¶ 5.1.)

6 13. Released PAGA Claims: To the maximum extent permitted by applicable law, the LWDA,
7 the State of California, by and through Plaintiffs as an agent and proxy of the LWDA, and all Aggrieved
8 Employees are deemed to fully, finally, and forever release, settle, compromise, relinquish, and
9 discharge on behalf of themselves and their respective former and present representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims,
11 rights, demands, liabilities, and causes of action arising during the PAGA Period, for civil penalties
12 under the Private Attorneys General Act of 2004, California Labor Code sections 2698 et seq., that
13 were alleged, or could have been alleged, or that arise from any of the factual allegations in the operative
14 Second Amended Complaint and the PAGA Notice(s) from Mr. Chavez and Mr. Marin to the LWDA.
15 (*Id.* at ¶ 5.2.)

16 14. Uncashed Settlement Checks: Settlement checks to Class Members will be valid for 180
17 days after issuance by the Administrator; any checks that remain uncashed after 180 days will be voided
18 and transmitted to the California Controller's Unclaimed Property Fund Office in the name of the Class
19 Member thereby leaving no "unpaid residue" in accordance with the requirements of California Code
20 of Civil Procedure section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

21 15. PAGA Penalties: means the total amount of civil penalties to be paid from the Gross
22 Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$50,000.00, allocated
23 35% to the Aggrieved Employees (\$17,500.00) and 65% to LWDA (\$32,500.00), calculated solely and
24 exclusively to effectuate Settlement of this Action, and for no other reason or purpose. (*Id.* at ¶ 1.31.)
25 Plaintiffs sent to Defendant and the LWDA PAGA notices of their alleged Labor Code violations, and
26 Plaintiffs' respective PAGA administrative exhaustion period expired without the LWDA indicating
27 any intent to investigate the alleged violations. (Moon Decl., ¶¶ 7, 13, Ex. 2.) A file-stamped copy of
28 Plaintiffs' complaints containing the Court-assigned case number was submitted to the LWDA. (*Id.* at

¶ 6.) The LWDA has not sought to intervene. (*Id.* at ¶ 13.) Further, the proposed Settlement was submitted to the LWDA, and to date, the LWDA has not indicated any objection thereto. (*Id.* at ¶ 13, Ex. 3.)

16. Class Representative Service Payment: means the court-approved payments allocated to the Class Representatives for their services in support of the Action, the benefits they helped bring about for the Class, and their General Release, not to exceed \$7,500.00 per Plaintiff. (*Id.* at ¶¶ 1.12, 3.1.1.) If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.* at ¶ 3.2.1.)

17. Class Counsel Fees and Expenses Payments: The Settlement provides for a Class Counsel Fees Payment of up to one-third (1/3) (33.33%) of the Gross Settlement Amount (currently estimated to be \$213,333.33) for Plaintiffs' Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed \$45,000.00. (*Id.* at ¶ 3.1.2.) If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. (*Id.*) To date, Moon Law Group, PC has incurred \$16,400.04 in litigation costs. (Moon Decl., ¶ 14(c), Ex. 4.) Plaintiffs' Counsel base the proposed award of fees on the "common fund" method. (Moon Decl., ¶ 56.)

18. Administration Expenses Payment: Plaintiffs obtained bids from settlement administrators and proposed for Phoenix Class Action Administration Solutions ("Phoenix") to serve as the neutral entity to administer this Settlement. (Settlement, ¶¶ 1.1, 6.0.) Defendant did not oppose the selection of Phoenix as the Administrator. (Settlement ¶ 6.0.) The Administrator will be paid from the Gross Settlement Amount in an amount up to \$7,750.00, for its fees and expenses in administering this Settlement, including, but not limited to, to receive the Class Data and mail the Class Notice, receive and process any objections or opt-outs, and establish and maintain a website to post information of interest to Class Members, such as a copy of a final approval order and judgment. (*Id.* at ¶¶ 3.1.3, 6.6.) In the event the amount of actual and/or approved costs is less, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.3.) Phoenix has submitted a flat-fee bid for \$7,750.00 as costs. (Moon Decl., ¶ 14(d), Ex. 5.)

1 19. Class Data and Notice: No later than fourteen (14) calendar days after the Court grants
2 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator,
3 who will thereafter have 14 calendar days to mail the Class Notice to all Class Members. (Settlement,
4 ¶¶ 6.1, 6.3.) The proposed Class Notice has been approved by the Parties and sets forth, in plain terms,
5 a statement of case, the terms of the Settlement, the approximate amounts of attorneys' fees, costs,
6 PAGA Penalties, and service awards being sought, an explanation of how the individual payments are
7 calculated, and a Final Approval Hearing date. (*Id.* at Ex. A.) Class Members will be notified of the
8 proposed Settlement by first-class mail of the Class Notice. (*Id.* at ¶ 6.3.) The Administrator will
9 undertake its best efforts to ensure the Class Notice is provided to the current addresses of Class
10 Members, including conducting a national change of address search and re-mailing the notice to
11 updated addresses. (*Id.*) If a Class Notice is "undeliverable" and no forwarding address is provided, the
12 Administrator shall employ standard skip-tracing to obtain updated address information and then shall
13 re-mail the Notice to those Class Members. (*Id.* at ¶¶ 6.4.)

14 20. Response Deadline: "Response Deadline" means forty-five (45) calendar days after the
15 Administrator mails the Class Notice to Class Members and Aggrieved Employees and the last date
16 on which Class Members may: (a) mail a Request for Exclusion from the Class portion of the
17 Settlement, or (b) mail a written Objection to the Settlement. (*Id.* at ¶ 1.40.) The Response Deadline
18 for Class Members to whom Class Notices are resent after having been returned undeliverable to the
19 Administrator shall be extended by ten (10) calendar days beyond the original Response Deadline.
20 (*Id.*) The Class Notice explains the procedure under which a Class Member and/or Aggrieved
21 Employee can dispute the number of his or her individual Workweeks and/or PAGA Pay Periods stated
22 in their Class Notice. (*See id.* at ¶ 6.12, Ex. A.) Additionally, the Class Notice explains how Class
23 Members may, should they choose to do so, request exclusion, or otherwise submit a written objection
24 or state an oral objection at the Final Approval Hearing. (*See id.* at ¶ 6.12, Ex. A.) Class Members need
25 not file or serve, or state in any written objection, a notice of intention to appear at the Final Approval
26 Hearing. (*See id.* at ¶ 6.12, Ex. A.)

27 21. Funding of the Gross Settlement Amount: Defendant shall fully fund the Gross Settlement
28 Amount of \$640,000.00 and the amounts necessary to fully pay Defendant's share of payroll taxes by

transmitting the funds to the Administrator within thirty (30) days of the Effective Date of the Settlement. (*Id.* at ¶ 4.0.) “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. (*Id.* at ¶ 1.16.) The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member(s) objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Member(s) objects to the Settlement, the day after the deadline for filing a notice for appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (*Id.*)

III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL

The law favors the settlement of lawsuits, particularly in class actions and other complex cases. (*See, e.g., Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 272, 277–81.) To prevent fraud, collusion, or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–01 [citing authority omitted].) To approve a settlement, the Court must find “the settlement is fair, adequate, and reasonable.” (*Id.*) This Court has wide discretion in making this determination. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness, adequacy, and reasonableness are presumed, as here, when: “(1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Dunk*, 48 Cal.App.4th at p. 1802 [citing Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.41].)

In evaluating a settlement, the trial court considers the following factors: (1) the strength of plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the settlement amount offered; (5) the extent of discovery completed and the stage of the proceedings; (6) counsel’s experience and views; (7) the presence of a governmental participant; and (8) the class members’ reaction to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) In order to approve a class action settlement, “the court must satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Id.* at p. 133.) The record need not contain an explicit statement of the maximum

1 theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–
2 09 [holding that *Kullar* does not require “an explicit statement of the maximum amount the plaintiff
3 class could recover if it prevailed on all its claims,” but instead, only an “understanding of the amount
4 that is in controversy and the realistic range of outcomes of the litigation”].)

5 As discussed below, Plaintiffs’ Counsel have provided information exceeding the threshold
6 required to provide this Court with materials and information necessary to determine that the proposed
7 Settlement is fair, adequate, and reasonable.

8 **A. The Settlement Is Fair, Reasonable, Adequate, and the Product of**
9 **Investigation, Litigation, and Negotiation**

10 **1. The Settlement Is the Product of Discovery, Investigation, and Informed**
11 **and Non-Collusive Arm’s-Length Negotiations**

12 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
13 evidence to the contrary is offered; thus, there is a presumption here that the negotiations were
14 conducted in good faith. (Newberg, *Newberg on Class Actions* (3rd ed. 1992) § 11.51.) Settlement is
15 favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super. Ct.* (1976) 62
16 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that the plaintiff
17 might have received more if the case had been fully litigated is no reason not to approve the
18 settlement.”].)

19 Mediation occurred on February 11, 2026. (Moon Decl., ¶ 11.) The settlement negotiations were
20 at arm’s length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties
21 went into the mediation willing to explore the potential for a settlement of the dispute, but each side
22 was also prepared to litigate their position through trial and appeal if a settlement had not been reached.
23 (*Id.*) After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs’
24 claims and Defendant’s defenses, the Parties reached a settlement, the material terms of which are
25 encompassed within the Settlement. (*Id.*)

26 Prior to mediation, Plaintiffs obtained from Defendant, through informal but extensive
27 discovery, information sufficient to meaningfully evaluation the claims at issue in the action, including
28 applicable written policies, the employee handbook in effect during the Class Period, Plaintiffs’

1 complete personnel file, an approximate 20% sample of the pay periods for time and corresponding
2 payroll records , and information regarding the estimated number of current and former employees,
3 Workweeks, PAGA Pay Periods, and average hourly pay. (*Id.* at ¶ 9.) All of this information was
4 reviewed and analyzed in preparation for mediation. (*Id.* at ¶ 10.) With the assistance of a statistics
5 expert who reviewed the sampling records, Plaintiffs’ Counsel prepared a damage analysis for
6 mediation. (*Id.*) Based on the foregoing and their investigation of the applicable law regarding the
7 claims and defenses at issue, Plaintiffs’ Counsel were able to evaluate the probability of class
8 certification, success on the merits, and Defendant’s maximum and realistic monetary exposure for all
9 claims. (*Id.*) Accordingly, Plaintiffs and their Counsel acted intelligently in negotiating the Settlement.
10 (*Id.*)

11 Furthermore, Plaintiffs’ Counsel have considerable experience and demonstrated competence
12 with litigating wage and hour class actions. (*Id.* at ¶¶ 35–53.) The experience of Plaintiffs’ Counsel was
13 helpful in assessing the reasonableness of the Settlement at issue here, and from this experience
14 Plaintiffs’ Counsel concluded that this litigation could not have been settled on better terms than
15 provided under the proposed Settlement. (Moon Decl., ¶ 54.) Again, this supports the conclusion that
16 the terms of the Settlement are based on objective evidence that has been considered and weighed
17 against the risks, expenses, and time consumption to both sides of continued litigation of this action.

18 **2. The Settlement Is Fair and Reasonable Considering the Parties’**
19 **Respective Legal Positions**

20 A settlement is not judged against what a plaintiff might recover had he prevailed at trial, nor
21 does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba*
22 *v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent and necessary in
23 the settlement process . . . even if ‘the relief afforded by the proposed settlement is substantially
24 narrower than it would be if the suits were to be successfully litigated,’ this is no bar to a class settlement
25 because ‘the public interest may indeed be served by a voluntary settlement in which each side gives
26 ground in the interest of avoiding litigation.’”] [quoting *Air Line Stewards v. Am. Airlines, Inc.* (7th
27 Cir. 1972) 455 F.2d 101, 109].)

1 Here, the Settlement obviates the significant risk that this Court may deny certification of all or
2 some of Plaintiffs' claims, particularly considering the arbitration agreement signed by Plaintiffs
3 containing a class action waiver. (Moon Decl., ¶ 27.) Furthermore, even if Plaintiffs were able to pursue
4 their claims on a class-wide basis and obtain certification of all or some of the claims, continued
5 litigation would be expensive, involving a trial and possible appeals, and would substantially delay and
6 reduce any recovery by the Class. (*Id.*) While Plaintiffs are confident in the merits of their claims, a
7 legitimate controversy exists as to each cause of action. (*Id.* at ¶ 25.) Plaintiffs also recognize that
8 proving the amounts of wages owed to each Class Member would be an expensive, time-consuming,
9 and uncertain proposition. (*Id.*)

10 Plaintiffs' Counsel are also of the opinion that because the issues here are fairly contested, there
11 is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the merits
12 due to the largely discretionary nature of awarding PAGA penalties. (*Id.* at ¶ 26.) Indeed, under Labor
13 Code section 2699, subdivision (e)(2), a Court can reduce PAGA penalties "if, based on the facts and
14 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary
15 and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to
16 trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.
17 (Moon Decl., ¶ 26.)

18 Because of the proposed Settlement, Class Members will receive timely, guaranteed relief and
19 will avoid the risk of not being able to recover anything. (*Id.* at ¶ 24.) This Settlement avoids the risks,
20 burdens, and the accompanying expense of further litigation. (Moon Decl., ¶ 28.) Although the Parties
21 have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis,
22 they have not conducted extensive formal discovery. (*Id.*) Moreover, preparation for class certification
23 and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed
24 class certification ruling for Plaintiffs and/or any summary judgment ruling. (*Id.*) As a result, the Parties
25 would incur considerably more attorneys' fees and costs through trial. (*Id.*)

26 The proposed settlement of \$640,000.00 therefore represents a substantial recovery when
27 compared to the reasonably forecasted recovery of the Class. (*Id.* at ¶ 30.) When considering the risks
28 of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to

1 establish liability, and the probability of appeal, it is clear the Settlement amount of \$640,000.00 is
2 within the “ballpark” of reasonableness, and that preliminary settlement approval is appropriate. (*Id.*)

3 Indeed, the Net Settlement Amount available for settlement payments is no less than
4 **\$301,416.67** for an estimated Class size of **381 individuals**.⁴ (*Id.* at ¶ 29.) As a result, Participating
5 Class Member will receive an average benefit of approximately **\$791.12** prior to tax withholdings on
6 the wage portion of payments. (*Id.*) Considering Class Members’ average hourly rate is approximately
7 \$25.31, the average benefit is approximately 31.26 **hours of work**. (*Id.*) Additionally, it is estimated
8 there are **241 Aggrieved Employees**, resulting in an estimated average of **\$72.61** from the total
9 Individual PAGA Payments of \$17,500.00. (*Id.*) The actual amounts to Participating Class Members
10 and Aggrieved Employees will vary based on each individual’s duration of work during the Class
11 Period or PAGA Period, respectively; thus, those who worked longer for Defendant during the relevant
12 period will receive a benefit greater than the average estimated amount. (*Id.*) The high and low range
13 of payments to Class Members will be calculated by the Administrator following preliminary approval
14 and receipt and processing of the Class Data and will be provided to the Court in a motion for final
15 approval. (*Id.*)

16 **3. Plaintiffs’ Counsel Have Extensive Experience in Class Action and**
17 **PAGA Litigation**

18 The Settlement negotiations were conducted by highly capable and experienced counsel. (*Id.* at
19 ¶¶ 35–53.) Plaintiffs’ Counsel have a strong record of vigorous and effective advocacy for their clients
20 and are experienced in handling complex wage and hour class action litigation. (*Id.*) Although Plaintiffs
21 and their counsel were prepared to try the claims alleged in the litigation, they support the proposed
22 Settlement as being in the best interest of the Class. (Moon Decl., at ¶¶ 11, 16.)

23
24
25
26 ⁴ The Net Settlement Amount is at least \$640,000.00 less the following: \$7,500.00 for each
27 Class Representative Service Payment (\$22,500 total), \$7,750.00 for the Administration Expenses
28 Payment, \$50,000.00 for the PAGA Penalties to the LWDA and to Aggrieved Employees,
\$213,333.33 for Class Counsel’s attorneys’ fees, and up to \$45,000.00 for Class Counsel’s litigation
costs. (Settlement, ¶¶ 1.25, 3.1.)

1 **B. The Proposed Class Notice of Settlement Should Be Approved**

2 The proposed Class Notice, in the form attached to the Settlement as Exhibit A, should be
3 approved for dissemination to the Class. The Class Notice informs the Class of the terms of the
4 Settlement and of their rights to be excluded from or object to the Settlement. (Settlement, Ex. A.)
5 Accordingly, the proposed Class Notice meets all the requirements of rule 3.769(f) of the California
6 Rules of Court. (Cal. Rules of Court, rule 3.769(f).)

7 **C. The Proposed Attorneys’ Fees and Costs Are Reasonable**

8 Subject to Court approval, the Settlement provides for attorneys’ fees payable to Class Counsel
9 in an amount up to one-third (1/3) (33.33%) of the Gross Settlement Amount (currently estimated to
10 be \$213,333.33) for Plaintiffs’ Counsel’s attorneys’ fees, plus reimbursement for out-of-pocket
11 litigation costs not to exceed \$45,000.00. (Settlement, ¶ 3.1.2.) These amounts are disclosed to Class
12 Members in the proposed Class Notice and are reasonable. (*Id.* at Ex. A.)

13 **1. Counsel Will Request a Fees Award Based On the “Common Fund” Method**

14 California courts have long awarded attorneys’ fees as a percentage of the benefit created by
15 counsel in pursuing claims on behalf of a class. (*See, e.g., Serrano v. Priest* (1977) 20 Cal.3d 25.) The
16 California Supreme Court has held, “when a number of persons are entitled in common to a specific
17 fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or
18 preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.”
19 (*Id.* at p. 34.)

20 Plaintiffs’ Counsel will seek an award of attorneys’ fees on the “percentage of
21 recovery/common fund” theory. (Moon Decl., ¶ 56.) The purpose of this approach is to “spread
22 litigation costs proportionately among all the beneficiaries so that the active beneficiary does not bear
23 the entire burden alone.” (*Vincent v. Hughes Air W., Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn*
24 *v. State of California* (1975) 15 Cal.3d 162, the California Supreme Court stated, “one who expends
25 attorneys’ fees in winning a suit which creates a fund from which others derive benefits, may require
26 those passive beneficiaries to bear a fair share of the litigation costs.” (*Id.* at p. 167.) Similarly, in *City*
27 *and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized
28 that the common fund doctrine has been applied “consistently in California when an action brought by

1 one party creates a fund in which other persons[] are entitled to share.” (*Id.* at pp. 110–11 [pincite
2 omitted].)

3 The California Supreme Court recently affirmed in *Laffitte v. Robert Half International Inc.*
4 (2016) 1 Cal.5th 480 that, “when class action litigation establishes a monetary fund for the benefit of
5 the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund,
6 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
7 fund created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage
8 method—including relative ease of calculation, alignment of incentives between counsel and the class,
9 a better approximation of market conditions in a contingency case, and the encouragement it provides
10 counsel to seek an early settlement and avoid unnecessarily prolonging the litigation[]—convince us
11 the percentage method is a valuable tool that should not be denied our trial courts.” (*Id.* [internal
12 citations omitted].) This line of legal authority supports a request for attorneys’ fees based on the
13 percentage of recovery/common fund method.

14 **2. The Requested Fee Award Is in Line with Typical Cases**

15 According to a leading treatise on class actions: “No general rule can be articulated on what is
16 a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable
17 fee award from a common fund in order to assure that the fees do not consume a disproportionate part
18 of the recovery obtained for the class, although somewhat larger percentages are not unprecedented.”
19 (Newberg, *Newberg on Class Actions* (3rd ed. 1992) § 14.03.) Attorneys’ fees that are fifty percent of
20 the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in
21 cases where the settlement is relatively small. (*Id.*; see also *Van Vranken v. Atlantic Richfield Co.* (N.D.
22 Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases where 30–50% was awarded involved
23 “smaller” settlement funds of under \$10 million].)

24 Here, Plaintiffs’ Counsel request fees equal to one-third (1/3) (33.33%) of the Gross Settlement
25 Amount, which is in line with the prevailing guidelines established in California case law and academic
26 literature and is consistent with awards in California. (*Compare* Settlement, ¶ 3.1.2, with *Chavez v.*
27 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 [“Empirical studies show that, regardless whether the
28 percentage method or the lodestar method is used, fee awards in class actions average around one-third

of the recovery.”].) Accordingly, Plaintiffs request the Court preliminarily approve their counsel’s ability to request attorneys’ fees as negotiated by the Parties.

3. This Matter Involves a “Fee-Shifting” Provision of the Labor Code

Labor Code sections 218.5, 226, 1194, 2699, and 2802 provide for the recovery of reasonable fees and costs of suit, for the claims made in this action. (Lab. Code §§ 218.5, 226, 1194, 2699(k)(1), 2802(d).) Under these sections, Plaintiffs would be permitted to recover their actual attorneys’ fees, even if those fees were larger than the total class recovery at the conclusion of this case. (*Id.*) This Settlement is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and resources facing Defendant while at the same time rewarding Plaintiffs’ Counsel for their decision to assume risk by taking on this matter. (*See* Moon Decl., ¶ 28.) In fact, prosecution of this action involved significant financial risk for Plaintiffs’ Counsel as they undertook this matter solely on a contingent basis, with no guarantee of recovery. (Moon Decl., at ¶¶ 57–60.) Once Counsel undertook this litigation on behalf of the Class, they committed to pursue it to its conclusion, placing their fiduciary duty to the Class ahead of all other concerns. (Moon Decl., at ¶ 61.)

4. Counsel’s Experience, Reputation, and Ability Support the Requested Fees

As demonstrated by their past experience in pursuing class actions on behalf of consumers and employees, Plaintiffs’ Counsel possess considerable expertise in litigating class actions. (Moon Decl., ¶¶ 35–53.) Plaintiffs’ Counsel have been involved as lead counsel or co-counsel in numerous class actions that resulted in millions in recovery. (*Id.*) Because it is reasonable to compensate Plaintiffs’ Counsel commensurate with their skill, reputation, and experience, the requested fee award is supported here.

Plaintiffs’ Counsel’s experience in wage and hour class actions was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the settlement. (Moon Decl., ¶ 54.) Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action litigation. (Moon Decl., at ¶ 52.) Based on these and other factors, Plaintiffs’ Counsel have frequently received fee awards of this percentage from the gross recovery for the class. (Moon Decl., ¶¶ 39, 44, 46.) Therefore, the requested fee award is fair, reasonable, and adequate.

1 **D. The Service Payment to Named Plaintiffs Is Reasonable**

2 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
3 compensate them for the expense or risk they have incurred in conferring a benefit on other members
4 of the class.” (*Munoz, supra*, 186 Cal.App.4th at p. 412.) Courts routinely grant approval of class action
5 settlement agreements containing enhancements for the class representatives, which are necessary to
6 provide incentive to represent the class and are appropriate given the benefit the class representatives
7 help to bring about for the class. (*See Rodriguez v. W. Publ’g Corp.* (9th Cir. 2009) 563 F.3d 948, 958–
8 59.)

9 Service awards are particularly important to plaintiffs in wage and hour cases because they
10 promote the important public policies underlying the wage and hour laws. This strong policy is codified
11 in California Labor Code section 90.5, which provides, “[i]t is the policy of this state to vigorously
12 enforce minimum labor standards in order to ensure employees are not required or permitted to work
13 under substandard unlawful conditions . . .” (Lab. Code § 90.5.) Nonetheless, the California Supreme
14 Court has noted that “retaliation against employees for asserting statutory rights under the Labor Code
15 is widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.*
16 (2007) 42 Cal.4th 443, 460–61.) In this context, class representatives should be rewarded for assuming
17 the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.* (W.D.N.Y.
18 2005) 228 F.R.D. 174, 187.)

19 Under the Settlement here, subject to the Court’s approval, a Class Representative Service
20 Payment will be paid to Plaintiffs in an amount up to \$7,500.00 each. (Settlement, ¶ 3.1.1.) This service
21 payment is for their services in support of the Action, the benefits they helped bring about for the Class,
22 and their General Release. (*Id.* at ¶ 1.12.) Plaintiffs are also providing a general release of claims against
23 Defendant, including a waiver of Plaintiffs’ rights under California Civil Code section 1542. (*Id.* at ¶
24 5.0 – 5.0.2.) Plaintiffs have devoted a great deal of time and work assisting counsel in the case and
25 communicated with counsel frequently for litigation and to prepare for the mediation session. (Moon
26 Decl., ¶¶ 31–34; Plaintiff Chavez Decl., ¶¶ 12–22; Plaintiff Gomez Decl., ¶¶ 12–22.) The requested
27 award is fair and reasonable, particularly considering the substantial benefits Plaintiffs generated for
28 all Class Members. (Moon Decl., ¶¶ 24–34.)

1 When compared with the amounts awarded in typical class action cases, the amount requested
2 here is particularly reasonable. A 2006 study examining the average incentive award given to class
3 action plaintiffs from 1993 to 2002 found that the “average award per class representative was \$15,992
4 and the median award per class representative was \$4357.” (Eisenberg & Miller, *Incentive Awards to*
5 *Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303, 1307–08.) The same study
6 found that named plaintiffs in employment discrimination class actions received an average award of
7 \$69,850 and a median award of \$31,081, while named plaintiffs in other employment class actions
8 received an average award of \$12,121 and a median award of \$13,059. (*Id.* at p. 1333.) The authors of
9 the study found that higher awards in employment cases reflected the “courts’ wish to make
10 representative plaintiffs whole by compensating them for the high costs of their service to the class,
11 including risks of stigmatization or retaliation on the job.” (*Id.* at p. 1308.)

12 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

13 **A. Legal Standard**

14 The proposed Settlement Class is well suited for class certification. All of the claims derive
15 from a core set of alleged violations of California’s wage and hour laws and regulations. (Moon Decl.,
16 ¶¶ 5-6.) For the reasons set forth more fully below, the Class, for purposes of Settlement, satisfies the
17 prerequisites for certification under Code of Civil Procedure section 382. (Code Civ. Proc. § 382.)
18 Section 382 provides that “when the question is one of a common or general interest, of many persons,
19 or when the parties are numerous, and it is impracticable to bring them all before the court, one or more
20 may sue or defend for the benefit of all.” (*Id.*) There are two requirements to section 382: “(1) there
21 must be an ascertainable class[]; and (2) there must be a well defined community of interest in the
22 questions of law and fact involved affecting the parties to be represented.” (*Daar v. Yellow Cab Co.*
23 (1967) 67 Cal. 2d 695, 704 [internal citations omitted].) To clarify these requirements, the California
24 Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the community-of-
25 interest requirement itself embodies three factors: “(1) predominant common questions of law or fact;
26 (2) class representatives with claims or defenses typical of the class; and (3) class representatives who
27 can adequately represent the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal. 3d 462, 470.)

1 California law and policy favor the fullest and most flexible use of the class action device. (*Id.*
2 at pp. 469–73.) Indeed, “Courts long have acknowledged the importance of class actions as a means to
3 prevent a failure of justice in our judicial system” particularly where the rights of consumers are at
4 issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to the appropriateness of
5 class treatment should be resolved in favor of certification. (*Richmond, supra*, 29 Cal.3d at pp. 473–
6 75.)

7 **B. Plaintiffs Maintain that the Criteria for Class Certification Are Satisfied**

8 **1. The Class Is Ascertainable and Numerous**

9 When determining whether a class is ascertainable, California courts focus on the following
10 three factors: “(1) the class definition, (2) the size of the class and (3) the means of identifying class
11 members.” (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Here, the proposed Class that Plaintiffs
12 seek to represent is ascertainable because (1) the Class definition is sufficiently precise, (2) the Class
13 consists of approximately 383 individuals, and (3) Class Members can be readily identified by looking
14 at Defendant’s records. (Settlement, ¶¶ 1.3, 1.10.) Plaintiffs maintain there is an easily ascertainable
15 Class, defined by objective and precise criteria. (*Id.*) Because Class Members are identified using
16 specific criteria in the regular business records of Defendant—their employment by Defendant in
17 California, non-exempt classification, and actual work during the Class Period—the Class is
18 ascertainable. (*See Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959–60 [class membership
19 defined by ownership of product that is the subject of the lawsuit is sufficient to make the class
20 ascertainable].)

21 “The requirement of Code of Civil Procedure section 382 that there be ‘many’ parties to a class
22 action suit is indefinite and has been construed liberally.” (*Rose v. City of Hayward* (1981) 126
23 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’ persons, an action may be
24 maintained as a class action even where the parties are numerous and it is in fact practicable to join
25 them all.” (*Id.*) “No set number is required as a matter of law for the maintenance of a class action.”
26 (*Id.*) “Thus, our Supreme Court has upheld a class representing the 10 beneficiaries of a trust in an
27 action for removal of the trustees.” (*Id.* [citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d 574]; *see also*
28

1 *Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a class of 9 plaintiffs and 35 members].) Therefore,
2 numerosity is plainly satisfied.

3 **2. There Are Many Common Issues of Law and Fact Which Predominate**

4 To satisfy the community of interest requirement, Parties must show (1) common questions of
5 law and fact that predominate over individual issues, (2) class representatives have claims or defenses
6 typical of the class, and (3) class representatives adequately represent the class. (*Dunk, supra*, 48
7 Cal.App.4th at p. 1806.) This inquiry tests whether proposed classes are sufficiently cohesive to
8 rationally warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987)
9 191 Cal.App.3d 605, 611–12.)

10 Here, Plaintiffs’ claims satisfy all three requirements. The employment practices at issue
11 include whether Defendant: had legally compliant policies and practices to pay employees all minimum
12 and overtime wages owed; had legally compliant policies and practices to provide employees with and
13 authorize meal and rest periods; had legally compliant policies to reimburse employees for all necessary
14 expenditures or losses incurred by employees in direct consequence of the discharge of their duties;
15 paid all wages to employees during employment and at the time of termination; intentionally failed to
16 pay all final wages; provided inaccurate itemized wage statements; engaged in unfair business
17 practices; and violated civil penalty provisions recoverable under PAGA. (Moon Decl., ¶¶ 5-6.)
18 Plaintiffs contend the factual and legal issues are the same for all Class Members, including Plaintiffs,
19 and further, that all Class Members suffered from and seek redress for the same alleged injuries.
20 (Plaintiff Chavez Decl., ¶¶ 3–8; Plaintiff Gomez Decl., ¶¶ 3–8.) Considering Class Members would
21 need to prove the same issues of law and fact to prevail, and their legal remedies are identical, it would
22 be preferable to resolve all claims through a settlement agreement than to force each Class Member to
23 litigate their own individual claims. Thus, the Court should grant conditional class certification for
24 settlement purposes because common questions of law and fact predominate over any individual
25 questions within the Class.

26 **3. Plaintiffs’ Claims Are Typical of the Claims of the Class**

27 The typicality requirement does not focus on the individual characteristics or circumstances of
28 the representative plaintiff compared to those of the remainder of the class, but rather, upon the

1 typicality of the proposed representative’s claims as they relate to the defendant’s conduct and
2 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 [“The only requirements a re [sic] that
3 common questions of law and fact *predominate* and that the class representative be *similarly* situated”
4 vis-à-vis the class.] [emphasis in original].) A representative plaintiff’s claims are typical of the class
5 if they arise from the same event, practice, or course of conduct, and if the claims rest on the same legal
6 theories. (*Id.*) That is precisely the case here. Plaintiffs were former employees of Defendant; as such,
7 they allege they were subject to the same policies and practices as other similarly situated employees.
8 (Plaintiff Chavez Decl., ¶¶ 2, 5; Plaintiff Gomez Decl., ¶¶ 2, 5.)

9 **4. Plaintiffs and Their Counsel Meet the Adequacy Requirement**

10 The adequacy of representation requirements is met by fulfilling two conditions: (1) a named
11 plaintiff must be represented by counsel qualified to conduct the pending litigation, and (2) a named
12 plaintiff’s interests cannot be antagonistic to those of the class. (*McGhee v. Bank of Am.* (1976) 60
13 Cal.App.3d 442, 450.) Here, all requirements are met. Plaintiffs retained counsel with extensive
14 experience in prosecuting complex class actions, including similar class actions that previously settled.
15 (Moon Decl., ¶¶ 35–53.) With their experience, Plaintiffs’ Counsel unquestionably are “qualified,
16 experienced and generally able to conduct the proposed litigation.” (*Miller, supra*, 148 Cal.App.3d at
17 p. 874.) Plaintiffs have, with counsel, litigated this case and diligently reviewed the settlement terms,
18 showing their dedication. (Plaintiff Chavez Decl., ¶¶ 9–22; Plaintiff Gomez Decl., ¶¶ 9–22.) Plaintiffs’
19 willingness to serve as the representative demonstrates his serious commitment to bringing about the
20 best results possible for the Class. (Plaintiff Chavez Decl., ¶¶ 12–22; Plaintiff Gomez Decl., ¶¶ 12–22.)

21 **5. A Class Action Is Superior to a Multiplicity of Litigation**

22 Finally, in making its class certification decision, the Court must determine that a class action
23 would be superior to alternative means for the fair and efficient adjudication of the litigation. (*See*
24 *Leyva v. Medline Indus. Inc.* (9th Cir. 2013) 716 F.3d 510, 514–15.) By consolidating many potential
25 individual actions into a single proceeding, this Court’s use of the class action device enables it to
26 manage this litigation in a manner that serves the economics of time, effort, and expense for the litigants
27 and the judicial system. (*Id.*) Absent class treatment, similarly situated employees with small, but
28 nevertheless meritorious, claims for damages would, as a practical matter, have no means of redress

1 because of the time, effort, and expense required to prosecute individual actions. (*Id.* at p. 515; *Gentry*,
2 *supra*, 42 Cal.4th at pp. 457–62.) Moreover, in the context of settlement, the superiority concerns are
3 essentially non-existent. (*See generally, e.g., Stamburgh, supra*, 62 Cal.App.3d.)

4 **V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND**

5 **A. The Proposed Class Notice Plan Satisfies Due Process**

6 Class Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
7 rule 3.766(e)–(f).) California law vests the Court with broad discretion in fashioning an appropriate
8 notice program. (*Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 970, 973–74.) There is no statutory or
9 due process requirement that all class members receive actual notice, but in this matter, the Class
10 Members will receive direct mailed notice. (Settlement, ¶ 6.3.) As the Court of Appeals has explained,
11 “[t]he notice given should have a reasonable chance of reaching a substantial percentage of the Class
12 Members . . .” (*Cartt*, 50 Cal.App.3d at p. 974.) In this case, notice of the proposed Settlement will be
13 provided by direct mailing, the best possible form of notice under the circumstances. (Settlement, ¶¶
14 6.3-6.4.)

15 **B. The Class Notice Is Accurate and Informative**

16 The proposed Class Notice should be approved. It will be disseminated through direct U.S. first-
17 class mail to the current address for each Class Member. (*Id.* at ¶ 6.3.) It informs the Class Members
18 of the terms of the Settlement and their right to be excluded from the Settlement. (*Id.* at ¶¶ 6.3–6.5, Ex.
19 A.) And if there are Class Members who wish to object to the proposed Settlement, they will have the
20 opportunity to submit written objections and/or be heard at the Final Approval Hearing. (*Id.* at ¶ 6.12.)

21 The Class Notice also fulfills the requirement of neutrality in class notices. (Newberg, Newberg
22 on Class Actions (3rd ed. 1992) § 8.39.) It summarizes the proceedings to date and the terms and
23 conditions of the Settlement in an informative and coherent manner. (Settlement, Ex. A.) It makes clear
24 the Settlement does not constitute an admission of liability by Defendant, who denies all liability, and
25 it recognizes that this Court has not ruled on the merits of the action. (*Id.*) It also states that the final
26 approval decision has yet to be made, and provides the date, time, and location of the Final Approval
27 Hearing. (*Id.*) Accordingly, the Class Notice complies with the standards of fairness, completeness, and
28 neutrality required of a combined settlement-certification class notice.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request the Court grant this motion, enter the proposed order submitted herewith regarding preliminary approval, and set a final approval hearing no earlier than 120 days from the preliminary approval order.

Respectfully submitted,

Dated: August 28, 2026

MOON LAW GROUP, PC

By:

Kane Moon
Allen Feghali
S. Phillip Song
Michael H. Patterson

Attorneys for Plaintiffs