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Superior Court of California,
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5/20/2026 5:52:14 PM

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CHELSEA OLSON, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

NATIONAL AVC, LLC DBA THRIVE PET HEALTHCARE, a limited liability company; PATHWAY VET ALLIANCE LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2022-00030058-CU-OE-CTL

CLASS & REPRESENTATIVE ACTION

[*Assigned for all purposes to*: Hon. Michael D. Washington, Dept. C-73]

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

PRELIMINARY APPROVAL HEARING:
Date: June 12, 2026
Time: 9:00 a.m.
Dept.: C-73

Complaint filed: July 29, 2022
FAC filed: May 15, 2023
SAC filed: May 20, 2026

TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on June 12, 2026, at 9:00 a.m., in Department C-73 of the Superior Court of California, County of San Diego, Hall of Justice, located 330 West Broadway, San Diego, California 92101, pursuant to California Code of Civil Procedure § 382 and California Rules of Court, Rule 3.769, *et seq*., Plaintiffs Chelsea Olson, Anthony Banuelos, and Dylan Lane ("Plaintiffs") will move the Court for an Order granting preliminary approval of the proposed class action settlement between Plaintiffs and Defendants National AVC, LLC and Pathway Vet Alliance LLC ("Defendants"). Plaintiffs further move the Court for an Order:

1. Granting preliminary approval of the Class and Representative Action Settlement Agreement and Class Notice;
2. Certifying a Class for settlement purposes;
3. Approving the Class Notice and the plan for distribution of the Class Notice;
4. Appointing Plaintiffs Chelsea Olson, Anthony Banuelos, and Dylan Lane as Class Representatives for settlement purposes;
5. Appointing Plaintiffs' Counsel, Arrash T. Fattahi, Benjamin H. Haber, Daniel J. Kramer, Emily Borman, and Arman A. Salehi of Wilshire Law Firm, PLC, as Class Counsel for settlement purposes;
6. Appointing ILYM Group, Inc. Action Administration as the Settlement Administrator; and
7. Scheduling a final approval hearing.

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The motion will be based upon this notice, the attached memorandum of points and authorities, the Declaration of Arrash T. Fattahi (filed concurrently herewith), the records and files in this action, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: May 20, 2026

WILSHIRE LAW FIRM, PLC

By: ______________________________

Benjamin H. Haber
Arrash T. Fattahi
Daniel J. Kramer
Emily Borman
Arman A. Salehi

Attorneys for Plaintiffs

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I. INTRODUCTION

Plaintiffs Chelsea Olson, Anthony Banuelos, and Dylan Lane ("Plaintiffs") seek preliminary approval of a proposed $4,500,000.00 non-reversionary, wage and hour class action settlement with Defendants National AVC, LLC ("National AVC") and Pathway Vet Alliance LLC ("Pathway," and together with National AVC, the "Defendants") (Plaintiffs and Defendants collectively, the "Parties"). This motion for preliminary approval is unopposed. The Settlement will provide substantial monetary payments to approximately 4,500 class members. And, 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, discovery, and negotiations. The negotiations were at arm's length and were facilitated by an experienced class action mediator, Steven Serratore, Esq., over the course of a full day of mediation. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses, the Parties reached a settlement. Accordingly, Plaintiffs request that the Court preliminarily approve the proposed Settlement, certify the proposed settlement class, approve the proposed class notice, and set a final approval hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiffs' Claims

This is a wage and hour class, collective, and Private Attorneys General Act ("PAGA") (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiffs, putative class members, and aggrieved employees are current or former hourly paid or non-exempt employees of Defendants employed in the State of California at any time during the class period. (Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ["Fattahi Decl."] at ¶ 2.)

Plaintiffs allege that Defendants' payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. (Fattahi Decl. at ¶ 3.) Plaintiffs allege that Defendants failed to pay for all hours worked. Plaintiffs further allege that Defendants failed to provide employees with legally compliant meal and rest periods. (*Id.*) Based on these allegations, Plaintiffs assert related claims for failure to provide accurate wage statements, failure to pay all final wages upon separation of employment, unfair business practices, and civil penalties under PAGA. (*Id.*) Plaintiffs also allege that Defendants failed to indemnify employees for expenditures. (*Id.*)

On July 29, 2022, Plaintiff Chelsea Olson ("Plaintiff Olson") filed a putative wage and hour class action complaint against National AVC in the San Diego County Superior Court for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures, and (8) unfair business practices. (Fattahi Decl. at ¶ 4.) On September 13, 2022, the action was removed to the United States District Court, Southern District of California. (*Id.*) On November 2, 2022, the action was remanded back to the San Diego County Superior Court. (*Id.*) On May 15, 2023, Plaintiff Olson filed a First Amended Class & Representative Action Complaint adding an allegation for civil penalties under PAGA. (*Id.*) On July 29, 2022, Plaintiff Olson sent a notice to National AVC and the California Labor & Workforce Development Agency ("LWDA") alleging similar wage and hour violations pursuant to PAGA. (Fattahi Decl. at ¶ 5, **Ex. 1**.)

On December 18, 2022, National AVC was merged with and into Pathway. As such, National AVC ceased having a separate corporate identity. (Fattahi Decl. at ¶ 6.)

On June 29, 2023, Plaintiff Anthony Banuelos ("Plaintiff Banuelos") filed a putative wage and hour class action complaint against Pathway in the Los Angeles County Superior Court for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures, and (8) unfair business practices. (Fattahi Decl. at ¶ 7.) On July 21, 2023, Plaintiff Banuelos sent a notice to Pathway and the LWDA alleging similar wage and hour violations pursuant to PAGA. (Fattahi Decl. at ¶ 8, **Ex. 2**.) On October 5, 2023, Plaintiff Banuelos filed a First Amended Class and Representative Action Complaint adding an allegation for civil penalties under PAGA. (*Id.* at ¶ 8.)

On April 3, 2026, Plaintiffs sent an amended PAGA notice to Defendants and the LWDA. (*Id*. at ¶ 9.) On May 20, 2026, Plaintiffs filed a Second Amended Class & Representative Action Complaint in the instant action adding Plaintiffs Banuelos and Dylan Lane and Pathway as parties and adding claims covered by the Settlement, including a claim under the Fair Labor Standards Act. (Fattahi Decl. at ¶ 10.) Plaintiff Banuelos will request dismissal of his separate action against Pathway without prejudice. (*Id*.)

B. Discovery and Investigation

Following the filing of the initial complaint, the Parties exchanged documents and information before mediating this action. (Fattahi Decl. at ¶ 11.) Defendants produced an approximately 15% random sampling of timekeeping and pay records for the class members. (*Id*.) Defendants also provided documents of their wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in their informal discovery responses. (*Id*.)

After reviewing documents regarding Defendants' wage and hour policies and practices and analyzing Defendants' timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification and success on the merits and assess Defendants' maximum monetary exposure for all claims. (Fattahi Decl. at ¶ 12.) Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id*.) Class Counsel reviewed these records and utilized an expert to prepare a damages analysis prior to mediation. (*Id*.)

C. Settlement Negotiations

On February 23, 2024, the Parties participated in a full-day private mediation with experienced class action mediator, Steven Serratore, Esq. (Fattahi Decl. at ¶ 13.) The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. (*Id*.) The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. (*Id*.) After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses, the Parties reached a settlement, the material terms of which are encompassed within the Settlement. (*Id.* at ¶ 14, **Ex. 3** [Class and Representative Action Settlement Agreement and Class Notice].)

Class Counsel submitted the proposed settlement to the LWDA before filing this Motion for Preliminary Approval. (Fattahi Decl. at ¶ 15, **Ex. 4**.)

Counsel for Plaintiffs requested several bids from experienced class action settlement administrators to handle the responsibilities of the Settlement Administrator under this Settlement. The Parties accepted the bid of ILYM Group, Inc. ("ILYM"). ILYM has multiple years of experience in the field of class action administration, particularly in the wage and hour arena. (Fattahi Decl. at ¶ 16, **Ex. 5**.)

Class Counsel has conducted a thorough investigation into the facts of this case. (Fattahi Decl. at ¶ 19.) Based on the Parties' informal exchange of documents and information and Class Counsel's own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendants both to certification and on the merits, trial risk, and appellate risk. (*Id*.)

Indeed, the $4,500,000.00 Settlement represents approximately **50%** of the **realistic maximum recovery** of $9,071,398.45. (Fattahi Decl. at ¶ 28.) Although Class Counsel estimated that Defendants' maximum potential liability for all claims was approximately $63.9 million, when the risk of prevailing at certification and trial are factored into the equation, Class Counsel believes that Defendants' realistic exposure was $9,071,398.45, meaning the Settlement achieves a significant recovery. (*Id.* at ¶¶ 22-32.) Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. (*Id.*). Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. (*Id*.)

D. <u>Key Terms of the Proposed Settlement</u>

The Settlement's key terms include:

1. Class Members: “means all non-exempt persons who were employed by National AVC in the State of California at any time between July 29, 2018 and May 5, 2022 and all non-exempt persons who were employed by Pathway in the State of California at any time between June 29, 2019 and May 23, 2024.” (Settlement, § 1.5.)

2. Class Period: “means the period from July 29, 2018 to May 5, 2022 for the Class Members employed by National AVC and the period from June 29, 2019 to May 23, 2024 for the Class Members employed by Pathway.” (Settlement, § 1.6.)

3. Aggrieved Employee: “all non-exempt persons who were employed by National AVC, LLC [] in the State of California at any time from July 29, 2021 through May 5, 2022 and all non-exempt persons who were employed by Pathway in the State of California at any time between July 21, 2022 and May 23, 2024.” (Settlement, § 1.4.)

4. PAGA Period: “means the period from July 29, 2021 to May 5, 2022 for the Class Members employed by National AVC and the period from July 21, 2022 to May 23, 2024 for the Class Members employed by Pathway.” (Settlement, § 1.34.)

5. FLSA Subclass Member: “means all non-exempt persons who were employed by National AVC in the State of California at any time between July 29, 2019 and May 5, 2022 and all non-exempt persons who were employed by Pathway in the State of California at any time between June 29, 2020 and May 23, 2024.” (Settlement § 1.21)

6. FLSA Subclass Period: “means the period from July 29, 2019 to May 5, 2022 for the Class Members employed by National AVC and the period from June 29, 2020 to May 23, 2024 for the Class Members employed by Pathway.” (Settlement § 1.22)

7. Gross Settlement Amount: “means $4,500,000.00, which is the total amount Pathway agrees to pay under the Settlement, except as provided in Paragraph 8 [of the Agreement]. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual FLSA Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administrator's Expenses Payment.” (Settlement, § 1.24.)

8. Uncashed Checks: Any settlement checks remaining uncashed after one hundred and eighty (180) days shall be cancelled and the funds shall be transmitted to California Controller's Unclaimed Property Fund in the name of the Class Member. (Settlement, §§ 4.3.1, 4.3.3.)

9. Plaintiffs' General Release: "Plaintiffs and the Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions or occurrences that occurred through the date of final approval ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them." (Settlement, § 5.1.) "For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Civil Code section 1542, which reads:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**"

(Settlement, § 5.1.1.)

10. Released Class Claims: "All Participating Class Members fully shall release Pathway and the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage, overtime wages, and double time wages), claims regarding rounding, alternative

work schedules, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, donning and doffing, pre or post-shift testing or inspections, failure to provide reporting time pay, failure to provide short-shift premiums, failure to reimburse necessary business expenses, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, pre and post-shift work and record-keeping violations, up to and including May 23, 2024. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201,202,203,204,206,218, 218.5, 226,226.3, 226.7, 245 et seq., 510,511,512,517,551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 as well as claims under Business and Professions Code section 17200 et seq. and/or Labor Code Section 2698 et seq. based on alleged violations of the above Labor Code provisions." (Settlement, § 5.2.)

11. Release by FLSA Subclass Members: "FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the Class Period . Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law." (Settlement, § 5.3)

12. Release by Aggrieved Employees: "All Aggrieved Employees fully release and discharge the Releasees from any and all claims under the PAGA premised on the facts and/or

allegations in the Operative Complaint or PAGA Notices that arose during the PAGA Period (the "PAGA Release"). It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph." (Settlement, § 5.4.)

13. No Reversion, No Claims Made: means that the Administrator "will disburse the entire Gross Settlement Amount without requiring any claim as a condition of payment" and that "[n]one of the Gross Settlement Amount will revert to Pathway." (Settlement, § 3.1.)

14. PAGA Allocation: The settlement includes $200,000.00 allocated to Plaintiffs' claims under PAGA, with 75% ($150,000.00) being paid to the LWDA and 25% ($50,000.00) being paid to the Aggrieved Employees. (Settlement, § 3.2.6.) Class Counsel submitted the proposed settlement to the LWDA before filing this Motion for Preliminary Approval. (Fattahi Decl. at ¶ 15, **Ex. 4**.)

15. FLSA Settlement Fund: means the amount of the Settlement allocated for payment to Settlement Class Members for settlement and release of claims under the FLSA. The FLSA Settlement Fund shall not exceed One Hundred Thousand Dollars ($100,000). The FLSA Settlement Fund shall be paid out of the Gross Settlement Amount. (Settlement, §§ 1.23, 3.2.5.)

16. Net Settlement Amount: "means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the "Net Settlement Amount" to be paid to Participating Class Members, Participating FLSA Subclass Members, and Aggrieved Employees as Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments (which may be combined into a single payment)." (Settlement, § 1.31.)

17. Distribution Formula: The Individual Class Payment will be "calculated by (i) the number of the Participating Class Member's weeks worked during the Class Period, divided by (ii) the total weeks worked of all Participating Class Members during the Class Period. Determination of the number of weeks that a Participating Class Member worked shall be

based on Pathway's time records." (Settlement, § 3.2.4.) As to the Individual FLSA Payment: "The Individual FLSA Payment shall be calculated as follows: Each FLSA Subclass Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the FLSA Settlement Fund, calculated by (i) the number of the FLSA Subclass Member's attributed weeks worked during the FLSA Subclass Period, divided by (ii) the total weeks worked of all FLSA Subclass Members during the FLSA Subclass Period. Determination of the number of weeks that a Participating FLSA Subclass Member worked shall be based on Pathway's time records." (Settlement § 3.2.5) As to PAGA, "[t]he amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee's individual pay periods worked during the PAGA Period in relation to the total pay periods worked by all Aggrieved Employees during the PAGA Period. Determination of the number of pay periods that an Aggrieved Employee worked shall be based on Pathway's time records." (Settlement, § 3.2.6.1.)

18. <u>Tax Allocation</u>: Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The remaining ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). (Settlement, § 3.2.4.1.) A total of 10% of each Participating FLSA Subclass Member's Individual FLSA Payment will be allocated to settlement of wage claims (the "Wage Portion"). (Settlement, § 3.2.5.1.) A total of 90% of each Participating FLSA Subclass Member's Individual FLSA Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). (*Id.*) The Administrator will report the Individual PAGA Payments on IRS 1099 Forms (Settlement, § 3.2.6.3.)

19. <u>Class Representative Service Payments</u>: Defendants agree not to oppose Plaintiffs' request for a service payment of up to $15,000.00 to each named Plaintiff. (Settlement, § 3.2.1.) This payment shall be in addition to the *pro rata* recovery received by Plaintiffs as part of the settlement.

20. <u>Attorneys' Fees and Costs</u>: The Settlement provides that Defendants will not oppose

a fee application of not more than one third (1/3) of the Gross Settlement Amount (currently estimated to be $1,500,000.00), plus out-of-pocket costs not to exceed $45,000.00. (Settlement, § 3.2.2.)

21. Notice of Proposed Class Action Settlement: The Class Notice sets forth in plain terms, a statement of the case, the terms of the Settlement Agreement, the approximate amount of attorneys' fees, costs, and service payments being sought, and an explanation of how the settlement allocations are calculated. (Settlement, Ex. A, Class Notice.) Class Members will be notified by first-class mail of the settlement. (Settlement, § 7.4.2.) ILYM Group, Inc., the proposed Settlement Administrator, will undertake its best efforts to ensure that the notice is provided to the current addresses of class members, including conducting a national change of address search and re-mailing the notice to updated addresses. (Settlement, §§ 7.4.2 and 7.4.3.)

III. DISCUSSION

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.) This Court has wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached through arm's-length bargaining; (2) investigation is 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. 1800.)

In considering whether a settlement is reasonable, the trial court should consider relevant factors, which may include the strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members 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 theoretical recovery. (*Munoz v. BCI Coca-Cola*

Bottling Co. of Los Angeles (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims", but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation."].)

As discussed below, Class Counsel has provided information exceeding the threshold required to provide this Court with materials and information necessary to determine that the proposed settlement is fair, adequate, and reasonable.

A. <u>The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation, Litigation, and Negotiation</u>

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

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

The Settlement was reached following extensive negotiations following a full day of mediation with experienced class action mediator, Steven Serratore, Esq. (Fattahi Decl. at ¶ 13.) The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses, the Parties reached an agreement. (*Id.* at ¶ 14.)

Prior to reaching this settlement, Class Counsel conducted informal discovery concerning the claims set forth in the litigation, such as a sample of class member timekeeping and payroll records, Defendants' wage and hour policies and practices during the class period and information regarding the total number of current and former employees. (*Id.* at ¶¶ 11-12.) In conjunction with their extensive factual investigation, Class Counsel investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id*. at ¶ 12.) Thus, Plaintiffs and their counsel were able to act intelligently and effectively in negotiating the proposed Settlement.

Class Counsel also has considerable experience and has demonstrated competence with litigating wage and hour class actions. (*Id.* at ¶¶ 43-55.) Again, this supports the position that the terms of the Settlement are premised on objective evidence that has been considered and weighed in light of the risks, expenses, and time consumption to both sides of continued litigation of this action.

2. The Settlement Is Fair and Reasonable in Light of the Parties' Respective Legal Positions

A settlement is not judged against what might plaintiff recover had plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250 ["Compromise is inherent and necessary in the settlement process . . . even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation."].)

This settlement avoids the risks and the accompanying expense of further litigation. (Fattahi Decl. at ¶ 30.) While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action. (*Id.* at ¶ 29.) Plaintiffs also recognize that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. (*Id*.)

The proposed settlement of $4,500,000.00 therefore represents a substantial recovery when compared to Plaintiffs' reasonably forecasted recovery. (Fattahi Decl. at ¶ 31-32.) Because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of $4,500,000.00 is well within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate. (*Id.*) ***Indeed, each Settlement Class Member is eligible to receive an average net benefit of approximately $596.90.*** (*Id.* at ¶ 31.)

3. Class Counsel Has Extensive Experience in Class Action Litigation

The settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel have a strong record of vigorous and effective advocacy for their clients and are experienced in handling complex wage and hour class action litigation. (Fattahi Decl. at ¶¶ 43-55.) Although Plaintiffs and their counsel were prepared to litigate the claims alleged in the litigation, they support the proposed Settlement as being in the best interests of the class.

B. <u>The Proposed Class Notice of Settlement Should Be Approved</u>

The proposed Class Notice, in the form attached to the Settlement Agreement, should be approved for dissemination to the class. The Class Notice informs the class of the terms of the settlement and of their rights to be excluded from the settlement. And if there are class members who wish to object to this proposed class action settlement, they will have the opportunity to file their objections and be heard at the Final Approval Hearing. Accordingly, the proposed Class Notice meets all the requirements of Rule 3.769(f) of the California Rules of Court.

C. <u>The Proposed Attorneys' Fees and Costs Are Reasonable</u>

Under the Settlement, subject to the Court's approval, the Parties agreed to allocate reasonable attorneys' fees in an amount currently estimated to be $1,500,000.00, and up to $45,000.00 in costs. (Settlement, § 3.2.2.) These amounts are disclosed to all class members in the proposed Class Notice and are reasonable. (Settlement, Ex. A.)

1. Class Counsel Request an Award of Fees Based on the "Common Fund" Method

California courts have long awarded attorneys' fees as a percentage of the benefit created by counsel in creating a common fund. The California Supreme Court held that "when a number of persons is entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees out of the fund." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34, quoting *D'Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1.)

Class Counsel seeks an award of attorneys' fees on the "percentage of recovery/common fund" theory. The purpose of this approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc*. (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1975) 15 Cal.3d 162, the California Supreme Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." (*Id.* at p. 110.)

The California Supreme Court affirmed in *Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal.5th 480 that, "when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." (*Id*. at p. 503.) The court explained: "The recognized advantages of the percentage method – including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation – convince us the percentage method is a valuable tool that should not be denied our trial courts." (*Id*. [internal citations omitted].)

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

According to a leading treatise on class actions, "[n]o general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented." (*See* Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 14.03.) Attorneys' fees that are fifty percent of the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where 30-50 percent was awarded involved "smaller" settlement funds of under $10 million].)

Here, Plaintiffs request attorneys' fees equal to one third (1/3) of the Gross Settlement Amount, which is in line with the prevailing guidelines established in California case law and academic literature and is consistent with awards in California. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].) Accordingly, Plaintiffs respectfully request that the Court approve the attorneys' fees as negotiated by the Parties and requested herein.

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

Labor Code § 1194 (a) provides for the recovery of "minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit." Under this section, 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. This settlement is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and resources facing Defendants while at the same time rewarding Class Counsel for their decision to assume risk by taking on this matter. In fact, prosecution of this action involved significant financial risk for Class Counsel. (Fattahi Decl. at ¶¶ 41-42.) Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. (*Id.*) Once counsel undertook this litigation on behalf of the Class, Class Counsel committed to pursue it to its conclusion, placing its fiduciary duty to the Class ahead of all other concerns.

4. The Experience, Reputation and Ability of Class Counsel Support the Requested Fee Award

As demonstrated by their past experience in pursuing class actions on behalf of consumers and employees, Class Counsel possesses considerable expertise in litigating class actions. (Fattahi

Decl. at ¶¶ 43-55.) Class Counsel has been involved as lead counsel or co-counsel in several class actions that resulted in millions in recovery. (*Id.*) Because it is reasonable to compensate class counsel commensurate with their skill, reputation and experience, Class Counsel's requested fee award is supported here.

Class Counsel's experience in wage and hour class actions was integral in evaluating the strengths and weaknesses of the case against Defendants and the reasonableness of the settlement. 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. Based on these and other factors, Class Counsel has frequently received fee awards of this percentage from the gross recovery for the class. Therefore, the requested fee award is reasonable and fair.

D. <u>The PAGA Allocation is Reasonable</u>

Where settlements negotiate a good faith amount for PAGA penalties and "there is no indication that this amount was the result of self-interest at the expense of other" class members, such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133 at *1, 9.) Courts have approved amounts for PAGA penalties in the range of zero to two percent of the total maximum amount of the Settlement. (*Id*. [approving a PAGA payment of 0.3%, or $1,500]; *see also Jack v. Hartford Fire Ins. Co.* (S.D. Cal. Oct. 13, 2011) 2011 WL 4899942 at *6 [approving a PAGA payment of 0.25%]; *McKenzie v. Fed. Express Corp*. (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124 at *5 [acknowledging that courts approve PAGA claim settlements in the range of zero to two percent of the total settlement].) Here, the amount to be paid to the LWDA is larger than many other PAGA settlement amounts approved by the courts where seemingly nominal amounts were allocated for such claims. (*See, e.g., Zubia v. Shamrock Foods Co*. (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX, 2017 WL 10541431, at *14 [approving a PAGA settlement of 0.1%]; *Hopson*, 2008 WL 3385452, at *1 [approving a PAGA settlement of 0.3% or $1,500]; *Garcia v. Gordon Trucking, Inc*. (E.D. Cal. Oct. 31, 2012) No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *3 [approving a PAGA settlement of 0.27%].) Here, the Parties negotiated a good faith amount of $200,000.00, 75% percent of which

($150,000.00) will be paid to the LWDA and 25% ($50,000.00) to be distributed to the Aggrieved Employees. (Settlement, § 3.2.6.) The $200,000.00 allocation equates to 4.4% of the Gross Settlement Amount, which exceeds amounts that are routinely approved. The Parties negotiated to allocate 4.4% of the Settlement to PAGA penalties in good faith and this amount is reasonable considering that the PAGA penalties were realistically estimated to be $676,060, which means the $200,000.00 allocation for PAGA penalties is approximately 30% of the realistic value of this claim. (Fattahi Decl. at ¶ 28.)

E. <u>The Service Payments to Named Plaintiffs Are Reasonable</u>

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

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

Under the Settlement, subject to the Court's approval, Defendants agreed to pay a Class Representative Service Payment in the amount of $15,000.00 to each named Plaintiff. (Settlement, § 3.2.1.) Courts routinely approve similar enhancement awards for plaintiffs represented by Class

Counsel. (*See, e.g., Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) 2021 WL 3673845, *3; *Suarez v. Bank of America, National Association* (N.D. Cal., Jan. 11, 2024, No. 18-CV-01202-LB) 2024 WL 150721, at *4.) Class Counsel represents that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and made themselves available to Class Counsel during the mediation. (Fattahi Decl. at ¶¶ 33-37.) These amounts are reasonable particularly in light of the substantial benefits Plaintiffs generated for all class members. (*Id.*)

When compared with the amounts awarded in typical class action cases, the amount requested here is particularly reasonable. Indeed, a 2006 study examining the average incentive award given to class action plaintiffs from 1993 to 2002 found that the "average award per class representative was $15,992 and the median award per class representative was $4,357." (Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L.Rev. 1303, 1308.) That same study found that named plaintiffs in employment discrimination class actions received an average award of $69,850 and a median award of $31,081, while named plaintiffs in other employment class actions received an average award of $12,121 and a median award of $13,059. (*Id.* at p. 1334.) The authors of the study found that higher awards in employment cases reflected the "courts' wish to make representative plaintiffs whole by compensating them for the high costs of their service to the class, including risks of stigmatization or retaliation on the job." (*Id.* at p. 1308.)

IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

A. Legal Standard

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

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

B. Plaintiffs Maintain That the Criteria for Class Certification Are Satisfied for Settlement Purposes.

1. The Class is Ascertainable and Numerous

The proposed class that Plaintiffs seek to represent is easily ascertainable and includes approximately 4,500 employees of Defendants.

Plaintiffs maintain that there is an easily ascertainable class, defined by objective and precise criteria. Because class members are identified using specific criteria in the regular business records of Defendants, i.e., job position, the class is ascertainable. (*Wilner v. Sunset Life Ins. Co*. (2000) 78 Cal.App.4th 952, 959-60 [class membership defined by ownership of product that is the subject of the lawsuit is sufficient to make the class ascertainable].)

"The requirement of Code of Civil Procedure section 382 that there be 'many' parties to a class action suit is indefinite and has been construed liberally." (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.) "Where a question is of common interest to 'many' persons, an action may be maintained as a class action even where the parties are numerous and it is in fact practicable to join them all." (*Id.*) "No set number is required as a matter of law for the maintenance of a class action." (*Id.*) "Thus, our Supreme Court has upheld a class representing the 10 beneficiaries of a trust in an action for removal of the trustees." (*Id.*, citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d 574; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a 35 member class.]) Therefore, Plaintiffs contend that numerosity is plainly satisfied.

2. There are Many Common Issues of Law and Fact Which Predominate

The Court should grant conditional class certification for settlement purposes here on the grounds that questions of law and fact common to all class and subclass predominate over any individual questions. This inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp*. (1987) 191 Cal.App.3d 605.)

Here, the employment practices at issue are: whether Defendants had legally compliant policies and practices for all hours worked, including overtime wages; whether Defendants had legally compliant policies and practices to provide employees with meal periods; whether Defendants had legally compliant policies and practices authorizing and permitting its employees to take rest periods; whether Defendants consequently failed to pay all wages owed to employees upon separation of employment; whether Defendants indemnified employees for expenditures; and whether Defendants consequently failed to provide accurate itemized wage statements. Plaintiffs contend that the factual and legal issues are the same for all the identified class members, including Plaintiffs. Further, all class members suffered from, and seek redress for, the same alleged injuries.

3. Plaintiffs' Claims Are Typical of the Claims of the Class

The typicality requirement does not focus on the individual characteristics or circumstances of the representative plaintiff compared to those of the remainder of the class, but rather upon the typicality of the proposed representative's claims as they relate to the defendant's conduct and activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 ["[t]he only requirements are that common questions of law and fact predominate and that the class representative be similarly situated" vis-à-vis the class.].) A representative plaintiff's claims are typical of the class if they arise from the same event, practice or course of conduct, and if the claims rest on the same legal theories. (*Id*.) That is precisely the case here. Plaintiffs are former employees of Defendants; as such, they allege that they were subject to the same policies and practices as other similarly situated employees.

4. Plaintiffs and Their Counsel Meet the Adequacy Requirement

The adequacy of representation requirements is met by fulfilling two conditions: first, a named plaintiff must be represented by counsel qualified to conduct the pending litigation; second, a named plaintiff's interests cannot be antagonistic to those of the class. (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 451.)

All of these requirements are met here for settlement purposes. Plaintiffs retained counsel with extensive experience in prosecuting complex class actions, including similar class actions that previously settled. (Fattahi Decl. at ¶¶ 43-55.) Class Counsel unquestionably is "qualified, experienced and generally able to conduct the proposed litigation." (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 875.) No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone employed at the law firm) has any interest, financial or otherwise, in the proposed third-party administrator, ILYM. (Fattahi Decl. at ¶ 17.) No one at Wilshire Law Firm, PLC has any actual or potential conflict of interest with any class member. (*Id*.) Class Counsel is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. (*Id*.) Wilshire Law Firm, PLC does not have any fee-splitting agreements with any other firms for this matter. (*Id*. at ¶ 18.)

Likewise, Plaintiffs have no conflicts, and Plaintiffs have, with counsel, litigated this case and diligently reviewed the settlement terms, showing their dedication. Plaintiffs' willingness to serve as a representative demonstrates their serious commitment to bringing about the best results possible for the class. (*McGhee*, *supra,* 60 Cal.App.3d at p. 451.)

5. A Class Action is Superior to a Multiplicity of Litigation

Finally, in making its class certification decision, the Court must determine that a class action would be superior to alternative means for the fair and efficient adjudication of the litigation. By consolidating many potential individual actions into a single proceeding, this Court's use of the class action device enables it to manage this litigation in a manner that serves the economics of time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly situated employees with small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort and expense required to prosecute individual actions. (*Gentry, supra,* 42 Cal.4th at pp. 457-62; *Leyva v. Medline Ind.* (9th Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the superiority concerns are essentially non-existent.

V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND

A. The Proposed Class Notice Plan Satisfies Due Process

Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court, Rule 3.766 (e), (f).) California law vests the Court with broad discretion in fashioning an appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no statutory or due process requirement that all class members receive actual notice, but in this matter, the class members will receive direct mailed notice. As the Court of Appeals has explained, "[t]he notice given should have a reasonable chance of reaching a substantial percentage of the Class Members . . ." (*Id.* at p. 974.) In this case, notice of the proposed settlement will be provided by direct mailing, the best possible form of notice.

B. The Class Notice is Accurate and Informative

The proposed Class Notice should be approved. It will be disseminated through direct U.S. first class mail to the last known address for each Class Member. It informs the Class Members of the terms of the Settlement and their right to be excluded from the Settlement. And if there are Class Members who wish to object to this proposed class action settlement, they will have the opportunity to file their objections and be heard at the Final Approval Hearing.

The Class Notice also fulfills the requirement of neutrality in class notices. (Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 8.39.) It summarizes the proceedings to date and the terms and conditions of the settlement agreement, in an informative and coherent manner. It makes clear that the settlement agreement does not constitute an admission of liability by the Defendants, who deny all liability, and it recognizes that this Court has not ruled on the merits of the action. It also states that the final settlement approval decision has yet to be made.

The Class Notice thus complies with the standards of fairness, completeness, and neutrality required of a combined settlement-certification class notice.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary approval of the proposed settlement and set a Final Approval Hearing.

Respectfully submitted,

Dated: May 20, 2026

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