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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

FELISSIA FRY, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

MERAKEY ALLOS, a Pennsylvania
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case Nos.: 37-2022-00032123-CU-OE-CTL

Honorable Loren G. Freestone
Department C-64

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: January 9, 2026
Time: 10:30 AM
Department: C-64

Complaint Filed: August 11, 2022
FAC Filed: October 20, 2022
SAC Filed: September 24, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on January 9, 2026, at 10:30 AM, in Department C-64 of the
2 above-entitled Court, located at 330 W Broadway, San Diego, California 92101, Plaintiff Felissia Fry
3 (“Plaintiff” or “Class Representative”) will and hereby does move for an order granting final approval of:

4 1. Making final the Court’s previous preliminary certification of the class for settlement
5 purposes, and approving the Joint Stipulation of Class Action and PAGA Settlement and Release
6 (“Settlement,” “Agreement,” or “Settlement Agreement”), on the grounds that the Settlement is fair,
7 adequate, and reasonable because, *inter alia*:

- 8 • A Net Settlement Amount of approximately **\$1,086,381.23** will be fully distributed to the
9 Class Members who do not submit a timely and valid Request for Exclusion (“Settlement
10 Class Member”); and
- 11 • **No Notice of Objections** and **One (1) Request for Exclusion** were submitted to the
12 settlement administrator, Simpluris, Inc. (“Simpluris” or “Settlement Administrator”);

13 2. Awarding payment in the amount of **\$8,450.00** to the Settlement Administrator for
14 Settlement Administration Costs;

15 3. Approving the allocation of the penalties under the Private Attorneys General Act
16 of 2004, California Labor Code § 2698, et seq. (“PAGA”), in the amount of \$150,000.00
17 (“PAGA Penalties”), of which 75%, or \$112,500.00, will be paid to the California Labor and
18 Workforce Development Agency (“LWDA”) (“LWDA Payment”) and 25%, or \$37,500.00 will
19 remain a part of the Net Settlement Amount for distribution to Settlement Class Members.

20 This motion is made pursuant to Rules 3.764 of the California Rules of Court, which requires
21 approval by the Court of a class action settlement and California Labor Code section 2699(l)(2), which
22 requires approval by the Court of a PAGA settlement. Unless otherwise specified, all citations and
23 references to the PAGA statute that are contained within this motion and supporting papers are to
24 the former version of the PAGA statute prior to the recent amendment effective on or after June
25 19; the amended PAGA statute does not apply to the above-captioned action and the Settlement
26 pursuant to California Labor Code § 2699, subd. (v), as amended, because the above-captioned
27 action was filed prior to June 19, 2024.

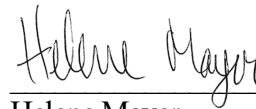
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1 This motion is based upon the following Memorandum of Points and Authorities and the
2 Declaration of the Settlement Administrator (Fatima Montanez of Simpluris) in support thereof; as well
3 as the concurrently-filed Notice of Motion and Motion for Attorneys' Fees and Costs, and Incentive
4 Award, and the Declarations of Class Counsel (Helene Mayer) and Class Representative (Felissia Fry) in
5 support thereof; the pleadings and other records on file with the Court in this matter; and such evidence
6 and oral argument as may be presented at the hearing on this motion.

7 Dated: December 16, 2025

LAWYERS for JUSTICE, PC

8
9 By:



Helene Mayer

Attorneys for Plaintiff and the Class

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Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224 6, 7, 12

Statutes

California Labor Code § 2699(1)(2) i

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Other Authorities

Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47 11

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Felissia Fry (“Plaintiff” or “Class Representative”) seeks final approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” “Settlement Agreement”) entered into by and between Plaintiff and Defendant Merakey Allos (“Defendant”) (together with Plaintiff, the “Parties”).

The Settlement provides for Defendant’s payment of an Escalated Gross Settlement Amount of \$1,948,750.00¹ and seeks relief on behalf of the following Class:

All individuals who worked for Defendant as hourly-paid or non-exempt employees in the State of California at any time during the Class Period (i.e., the time period of August 11, 2018, through March 4, 2024) (“Class” or “Class Members”).²

The Settlement also resolves the Released PAGA Claims pertaining to the employment of the following alleged aggrieved employees:

all individuals who worked for Defendant as non-exempt employees in the State of California at any time during the PAGA Period (i.e., the time period of July 20, 2021 through March 4, 2024) (“PAGA Group Members”).³

Plaintiff moves for final approval of all payments allocated and provided for by the Settlement, to be paid from the Gross Settlement Amount, including but not limited to, an Incentive Award in the amount of \$7,500.00 to Plaintiff, attorneys’ fees in the amount of \$682,062.50, which is thirty-five percent (35%) of the escalated Gross Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$14,356.27 (together, Attorney’s Fees and Costs)⁴ to Lawyers for Justice, PC, Settlement Administration Costs in the amount of \$8,450.00 to Simpluris, Inc. (Simpluris” or “Settlement Administrator”), and \$150,000.00 for the PAGA Penalties, of which \$112,500.00 will be paid to the California Labor and Workforce Development Agency (“LWDA”) for its portion of the PAGA Penalties (“LWDA Payment”), and \$37,500.00 will be distributed to PAGA Group Members, on a *pro rata* basis.

This matter involved, and the settlement is the product of meaningful and extensive investigations, and review and analysis of a large volume of information, documents, and data exchanged

¹ Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” “Settlement Agreement”), ¶ 7.s.; Declaration of Fatima Montanez Regarding Notice and Settlement Administration (“Simpluris Decl.”), ¶ 10.

² Settlement Agreement, ¶¶ 7.d. & 7.f.

³ *Id.*, ¶¶ 7.w. & 7.z.

⁴ Settlement Agreement, ¶ 7.a.; Simpluris Decl., ¶ 10.

1 by the Parties in the course of litigation and mediation and settlement negotiations (which involved one
2 full day mediation conducted by Deborah C. Saxe, Esq.).⁵

3 The Settlement is fair, adequate, and reasonable, and is the product of arm's-length, good-faith
4 negotiations by experienced counsel presided over by a highly-regarded mediator who is experienced in
5 mediating wage-and-hour class action lawsuits. The Settlement has been well received by the Class—as
6 of the date of this motion, not a single Class Member has objected to the Settlement, and only one (1) has
7 submitted a valid letter to be excluded from the Settlement (“Request for Exclusion”).

8 Accordingly, the Court should grant final approval of the Settlement, and all payments allocated
9 and provided for by the Settlement Agreement, including and not limited to the Individual Settlement
10 Payments to Settlement Class Members, Settlement Administration Costs to the Settlement
11 Administrator, Individual PAGA Payments to PAGA Group Members and the LWDA Payment to the
12 State of California, in their entirety, as sought herein.

13 **II. RELEVANT PROCEDURAL HISTORY AND FACTUAL BACKGROUND SINCE**
14 **PRELIMINARY APPROVAL**

15 For a discussion of relevant procedural history and facts regarding this matter since preliminary
16 approval, please see the Declaration of Helene Mayer at paragraphs 2 to 4.

17 **III. THE CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES**

18 For the reasons previously addressed by way of Plaintiff's moving and supporting papers
19 for the Motion for Preliminary Approval of Class Action and PAGA Settlement (namely, that the
20 relevant class certification factors are satisfied, i.e., ascertainability, numerosity, community of
21 interest, typicality, adequacy of representation, superiority, and manageability), as well as the
22 reasons discussed herein regarding the completion of the due process notice procedure, the Court
23 is requested to now make final its preliminary certification of the class for settlement purposes.

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25 ///

26 ///

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28 ⁵ Declaration of Helene Mayer (“Mayer Decl.”) ¶ 9.

IV. SUMMARY OF THE SETTLEMENT TERMS, NOTICE PROCESS, AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendant has agreed to pay an Escalated Gross Settlement Amount of \$1,948,750.00 on a non-reversionary basis,⁶ and separately the amounts necessary to pay its Employer Taxes.⁷ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the Attorneys' Fees and Costs, Incentive Award, Settlement Administration Costs, and PAGA Penalties.⁸ The Net Settlement Amount, which is estimated to be \$1,086,381.23, will be fully distributed to Settlement Class Members in accordance with the Settlement Agreement.⁹ The PAGA Penalties of \$150,000.00 will be distributed to the Labor and Workforce Development Agency ("LWDA") (in the amount of \$112,500.00) and to the PAGA Group Members (in the amount of \$37,500.00) in accordance with the Settlement Agreement.¹⁰

Simpluris, Inc. ("Settlement Administrator" or "Simpluris") will determine each Settlement Class Member's (i.e., Class Members who did not timely opt out of the Class Settlement) *pro rata* share of the Net Settlement Amount ("Individual Settlement Share(s)")¹¹, according to the following methodology: the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Member during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.¹²

The Settlement Administrator will calculate each PAGA Group Members' *pro rata* share of the 25% portion of the PAGA Penalties that is allocated to the PAGA Group, i.e., \$37,500, ("Individual PAGA Payments") as follows: the Settlement Administrator will divide the 25% portion of the PAGA Penalties that is allocated to the PAGA Group, i.e., \$37,500, by the PAGA Pay Periods of all PAGA Group Members during the PAGA Period to yield the "PAGA Pay Period Value," and multiply each PAGA Group Members' individual PAGA Pay Periods during

⁶ Settlement Agreement, ¶ 7.s.; Simpluris Decl., ¶ 10.

⁷ Settlement Agreement, ¶ 7.s.

⁸ *Id.*, ¶ 7.u.

⁹ Simpluris Decl., ¶ 16.

¹⁰ Settlement Agreement, ¶ 7.y.

¹¹ *Id.*, ¶ 7.r.

¹² *Id.*, ¶ 15.a.ii.

1 the PAGA Period by the PAGA Pay Period Value to yield their Individual PAGA Payments that
2 they are eligible to receive under the PAGA Settlement.¹³

3 Class Members had sixty (60) calendar days from the initial mailing of the Class Notice
4 (“Response Deadline”) to dispute the number of Workweeks and/or the PAGA Pay Periods credited to
5 each of them, opt out of the Class Settlement, and/or object to the Settlement.¹⁴ The Response Deadline
6 was November 1, 2025, and the extended Response Deadline was November 16, 2025, for Class
7 Members who were re-mailed the Class Notice.¹⁵ *As of the date of this motion, the Settlement*
8 *Administrator has received zero (0) objections to the Class Settlement (“Notice of Objection”) from*
9 *Class Members, and only one (1) Request for Exclusion and one (1) workweek dispute.*¹⁶

10 Each Individual Settlement Share will be allocated as follows: 30% as wages which will be
11 reported on an IRS Form W-2; and the remaining 70% as interest, penalties, and non-wage damages,
12 which will be reported on an IRS Form 1099.¹⁷ The Settlement Administrator will withhold the
13 employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement
14 Share, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e.,
15 payment of their Individual Settlement Share net of these taxes and withholdings).¹⁸ Defendant will pay
16 the employer’s share of payroll taxes and contributions with respect to the wage portion of Individual
17 Settlement Shares (“Employer Taxes”) in addition to the Gross Settlement Amount.¹⁹ The Individual
18 PAGA Payments will be allocated as one hundred percent (100%) penalties, and will be reported
19 on an IRS Form-1099, (if applicable) by the Settlement Administrator.²⁰

20 The Settlement Administrator shall distribute the following payments: Within seven (7) calendar
21 days of the funding of the Gross Settlement Amount: Individual Settlement Payment to Settlement
22 Class Members, Individual PAGA Payment to PAGA Group Members, Attorneys’ Fees and
23 Costs to Class Counsel, Incentive Award to Plaintiff, LWDA Payment to the LWDA, and
24

25 ¹³ Settlement Agreement, ¶ 15.b.i.

26 ¹⁴ *Id.*, ¶ 7.hh.

27 ¹⁵ Simpluris Decl., ¶ 11.

28 ¹⁶ *Id.*, ¶¶ 12-14.

¹⁷ Settlement Agreement, ¶ 26.

¹⁸ *Ibid.*

¹⁹ *Id.*, ¶ 7.s.

²⁰ *Id.*, ¶ 26.

1 Settlement Administration Costs to itself.²¹

2 Individual Settlement Payment checks will be valid and negotiable for one hundred eighty (180)
3 calendar days from the date the checks are mailed, and thereafter, shall be canceled.²² The funds
4 associated with such canceled checks will be distributed by the Settlement Administrator to the California
5 Controller's Unclaimed Property Fund in the name of the individuals to whom the checks had originally
6 been issued.²³ All Settlement Class Member and PAGA Group Members shall be bound by the terms
7 and conditions of this Settlement Agreement regardless of whether or not they cash or otherwise negotiate
8 their Individual Settlement Payment check.²⁴

9 **V. THE SETTLEMENT ADMINISTRATION PROCESS**

10 The Court directed Simpluris to administer and effectuate the notice and settlement
11 administration process, as set forth in the Court's August 20, 2025 Preliminary Approval Order. On
12 August 18, 2025, Simpluris received a mailing list from Defendant's counsel that contained each Class
13 Members' and PAGA Group Members' (1) full name, (2) last-known mailing address, (3) last-known
14 telephone number, (4) Social Security Number, (5) the start and end dates of employment as an hourly-
15 paid or non-exempt employee of Defendant in California, and (6) such other information as is necessary
16 for the Settlement Administrator to calculate Workweeks and PAGA Pay Period (collectively, "Class
17 Data and List").²⁵

18 The Class Data and List contained information for 1,107 individuals identified as Class
19 Members.²⁶ The mailing addresses contained in the Class Data and List were processed and updated
20 utilizing the U.S. Postal Service's National Change of Address Database ("NCOA").²⁷

21 On September 2, 2025, Simpluris mailed the Class Notice via U.S. first class mail to all 1,107
22 individuals identified as Class Members in the Class Data and List.²⁸

23 A total of 265 Class Notices were returned to Simpluris. If a Class Notice was returned with a
24 forwarding address, Simpluris promptly re-mailed the Class Notices to the forwarding addresses.²⁹

25 ²¹ Settlement Agreement, ¶ 10.c.

26 ²² *Id.*, ¶ 20.

27 ²³ *Ibid.*

28 ²⁴ *Ibid.*

29 ²⁵ Simpluris Decl., ¶ 6.

30 ²⁶ *Ibid.*

31 ²⁷ *Id.*, ¶ 7.

32 ²⁸ *Id.*, ¶ 8.

33 ²⁹ *Id.*, ¶ 9.

1 Simpluris performed a skip-trace search on any Class Notices that were returned to Simpluris without
2 forwarding addresses, and promptly re-mailed the Class Notice to the updated addresses, if applicable.³⁰
3 There are 15 mailed Class Notices that remain undeliverable.³¹

4 The Settlement Administrator has received zero (0) Notice of Objections and one (1) Request
5 for Exclusion from Class Members by the Response Deadline of November 1, 2025 or the extended
6 Response Deadline of November 16, 2025 for those Class Notices that were re-mailed.³²

7 To date, there are 1,106 Class Members who did not submit a timely and valid Request for
8 Exclusion (“Settlement Class Members”), and who will be paid their portion of the Net Settlement
9 Amount, of which 918 are also PAGA Group Members.³³ The Net Settlement Amount of approximately
10 \$1,086,381.23 and the PAGA Penalties of \$150,000.00 will be distributed in accordance with the
11 terms of the Settlement.³⁴

12 **VI. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION**
13 **SETTLEMENT.**

14 In reviewing a class settlement, the court need not reach any ultimate conclusions on the issues of
15 fact and law that underlie the merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland*
16 *Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best
17 one that class members could have possibly obtained, but whether the settlement, taken as a whole, is
18 “fair, adequate, and reasonable”—and the trial court has broad discretion to determine this. *Chavez v.*
19 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52-55. A settlement need not obtain 100 percent of the damages
20 sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba v. Apple Computer, Inc.*
21 (2001) 91 Cal.App.4th 224, 251. Even if the proposed settlement affords relief that is substantially
22 narrower than it would be if the case were to be successfully litigated, that is no bar to a class settlement
23 because the public interest may indeed be served by a voluntary settlement in which each side gives
24 ground in the interest of avoiding prolonged litigation. *Id.*

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26 ³⁰ Simpluris Decl., ¶ 9.

27 ³¹ *Ibid.*

28 ³² *Id.*, ¶¶ 11-13.

³³ *Id.*, ¶ 15.

³⁴ *Id.*, ¶ 16.

To determine whether the settlement is fair and reasonable, relevant factors to consider are: the strength of plaintiffs' 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.

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801. The list of factors is not exclusive and the court can consider different factors based on the circumstances of each case." *Wershba* at 245. At the final approval stage, a presumption of fairness exists where, as here:

"(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."

Id. at 1802. "Due regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk* at 1801.

A. **The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Informal Discovery.**

The Parties actively litigated this case since the initial complaint was filed on August 22, 2022. Class Counsel conducted significant investigation and extensive informal discovery into the facts of the case, to assess the veracity, strength, and scope of the claims, and was preparing for class certification and trial prior to reaching the Settlement.³⁵

The Parties informally exchanged a volume of information, documents, and data throughout the course of the litigation and in connection with the mediations and settlement negotiations.³⁶ Class Counsel informally exchanged a large volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources, including: a sampling of Class Members' time and payroll data, Plaintiff's personnel records, Defendant's Handbooks, earning statements, company policy acknowledgements (e.g., Addendum to Merakey Employee Handbook of Personnel Policies and PolicySTAT, Employee Handbook and PolicyStat Addendum Acknowledgment Form), job descriptions, Defendant's operations and employment practices, policies, and procedures (Sick Leave: California-Specific Addendum, Employee Timecards and e-Time Requirements Policy,

³⁵ Mayer Decl., ¶ 5.

³⁶ *Id.*, ¶ 7.

Timekeeping Policy, Missed Punch Form, Lunch Time Policy, Meal and Break Policy, Break Waiver, Business Expense Reimbursement), among other information and documents.³⁷ Class Counsel had the opportunity to interview Plaintiff, Class Members, PAGA Group Members and/or other percipient witnesses.³⁸ Class Counsel developed liability, damages, and penalties valuation models in the course of litigation and in connection with the mediation and settlement negotiations, and met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case management, and production of information, documents, and data in the course of litigation and in connection with the mediation and settlement negotiations, and settlement.³⁹ Other work performed by Class Counsel included, and was not limited to, case strategy and analysis; legal research; drafting, reviewing, and revising the pleadings, mediation briefing and supporting materials, and settlement-related papers; and preparing for and attending court proceedings, settlement negotiations, and the mediation, among other tasks.⁴⁰

The Parties participated in a formal, full-day mediation conducted by Deborah C. Saxe, Esq., who is well-regarded mediator experienced in mediating complex labor and employment matters.⁴¹ In the course of mediation and settlement negotiations, the Parties exchanged extensive information, documents, and data and discussed all aspects of the case, including and not limited to, the risks and delays of further litigation, the risks and expenses to the Parties of proceeding with class certification, representative adjudication, and trial; the law relating to class certification, manageability, off-the-clock theory, regular rates of pay, meal and rest periods, expense reimbursements, recordkeeping and wage statement requirements, representative PAGA claims and penalties, and wage-and-hour law and enforcement; Plaintiff's claims and allegations, and Defendant's defenses thereto, as well as the evidence produced and analyzed; and the possibility of appeals, among other things.⁴² During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.⁴³ Arriving at a settlement that was acceptable to the Parties was not easy.⁴⁴ Defendant and its counsel felt

³⁷ Mayer Decl., ¶ 7.

³⁸ *Ibid.*

³⁹ *Ibid.*

⁴⁰ *Ibid.*

⁴¹ *Id.*, ¶ 9.

⁴² *Ibid.*

⁴³ *Ibid.*

⁴⁴ *Ibid.*

very strongly about Defendant's ability to prevail on the merits and to avoid class certification and representative adjudication and prevail on the merits, while, Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial.⁴⁵ After conducting significant informal discovery and investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties agreed that this matter was well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to the Parties that would attend further litigation.⁴⁶

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how this matter might have concluded at certification, trial, and/or appeals.⁴⁷ The Settlement was based on a large volume of facts, evidence, and investigation.⁴⁸ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour actions, including significant experience in employment class action litigation.⁴⁹

B. The Risks Inherent in Continued Litigation Favor Final Approval of the Settlement.

The risks inherent in litigating the claims through certification proceedings, trial, and/or appeals, favor resolving this matter for an Escalated Gross Settlement Amount of \$1,948,750.00.⁵⁰ The Settlement was calculated using information and data uncovered through extensive case investigation, informal discovery, and the exchange of information in the context of litigation, mediation, and ongoing settlement negotiations.⁵¹ Had the action not settled, Defendant would have vigorously challenged class certification, manageability, and liability. Defendant contended that individualized questions of fact predominated over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendant would have likely argued again at trial, if any, that Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's

⁴⁵ Mayer Decl., ¶ 9.

⁴⁶ *Ibid.*

⁴⁷ *Id.*, ¶¶ 7 & 9.

⁴⁸ *Id.*, ¶¶ 7 & 8.

⁴⁹ *Id.*, ¶¶ 16-20.

⁵⁰ *Id.*, ¶¶ 9 & 21.

⁵¹ *Id.*, ¶¶ 6-9.

1 claims on a class-wide or representative basis. Also, preparation for trial would have been expensive
2 for all Parties.

3 It is preferable to reach an early resolution of a dispute because such resolutions save time and
4 money that would otherwise go to litigation. If this matter had settled after further litigation, the
5 settlement amount would have taken into account the additional costs incurred, and there might have been
6 less money available for Class Members, PAGA Group Members, and the State of California after
7 all was said and done. This is not just an abstract contention. The risks and expenses of further litigation
8 outweighed any benefit that might have been gained otherwise. These risks of further litigation include a
9 determination that the claims were unsuitable for class treatment and/or representative adjudication,
10 failure to obtain certification, class de-certification after certification of a class, allowing a jury to decide
11 the claims asserted in this matter, and the real possibility of no recovery after years of litigation.
12 Additionally, the Parties were moving into the phase of the litigation where they would have to conduct a
13 significant amount of discovery, including and not limited to, depositions of Defendant's Person Most
14 Knowledgeable designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and
15 other current and former employees throughout the State of California. Additional discovery would have
16 certainly arisen, which would have cost the Parties additional time and money. In contrast, the Settlement
17 provides real and significant benefits for the Class, PAGA Group Members, and the State of
18 California here and now, while avoiding the further expenses, risks, and delay of prolonged litigation
19 with only the possibility of recovery.

20 It would be grossly inefficient for such a large class of current and former employees to bring
21 individual actions to recover from Defendant for the alleged violations of wage-and-hour laws.
22 Moreover, the potential individual recovery that could be obtained by a Class Member would not be
23 significant enough to provide him or her with the incentive to sue. By granting final approval of the
24 Settlement, the Court can approve a resolution that provides a certain and substantial recovery for Class
25 Members, PAGA Group Members, and the State of California.

26 **C. The Settlement Is Fair, Reasonable, and Adequate.**

27 The Settlement, which provides for an Escalated Gross Settlement Amount of \$1,948,750.00,
28 represents a fair, reasonable, and adequate resolution of this matter. The Settlement was calculated using

1 information and data uncovered through extensive case investigation, informal discovery, and the
2 exchange of information in the context of litigation, mediation, and extensive settlement negotiations.
3 The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in
4 this matter. Moreover, considering the facts in this matter, the Escalated Gross Settlement Amount
5 represents a considerable recovery.

6 The Escalated Gross Settlement Amount will be fully paid out, in accordance with the terms of
7 the Settlement. As discussed in Section IV, *supra*, each Settlement Class Member will be paid a *pro rata*
8 share of the Net Settlement Amount (which is currently estimated to be \$1,086,381.23), based on the
9 number of Workweeks credited to them.⁵² The shighest Individual Settlement Payment to a Settlement
10 Class Member is currently estimated to be \$6,481.29 and the average Individual Settlement Payment is
11 currently estimated to be \$981.37.⁵³ The highest Individual PAGA Payments to a PAGA Group
12 Member is current estimated to be \$155.73 and the average Individual PAGA Payments is
13 currently estimated to be \$33.88.⁵⁴ These are significant individual recoveries, particularly in light of
14 the risks of litigation.

15 Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate.⁵⁵
16 Although Class Counsel's recommendations are not conclusive, the Court can properly take the
17 recommendations into account, particularly if Class Counsel appears to be competent, has experience
18 with this type of litigation, and significant discovery and investigation have been completed, as is the case
19 here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court
20 should grant final approval of the Settlement.

21 **D. The Class Was Represented by Competent Counsel.**

22 Class Counsel has extensive experience in employment class action law and complex wage-and-
23 hour litigation.⁵⁶ Lawyers for Justice, PC has been appointed class counsel in numerous complex wage-

24
25 ⁵² Settlement Agreement, ¶ 15. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement
26 Amount that is payable to the Settlement Class Members and 25% of the PAGA Penalties that is payable to the PAGA
27 Group Members. At the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant
28 approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics,*
Inc., Securities Litigation (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

⁵³ Simpluris Decl., ¶ 17.

⁵⁴ *Id.*, ¶ 19.

⁵⁵ Mayer Decl., ¶ 23.

⁵⁶ *Id.*, ¶¶ 16-20.

1 and-hour cases, and has recovered millions of dollars for individuals in California.⁵⁷ Both Parties' counsel
2 were capable of assessing the strengths and weaknesses of the Class Members' claims against Defendant
3 and the benefits of the Settlement under the circumstances of the lawsuit and in the context of a private,
4 consensual settlement agreement.

5 **E. There Are No Written Objections to the Class Settlement.**

6 The Settlement has been well received by the Class – *not a single Class Member objected the*
7 *Settlement.*⁵⁸ Specifically, no objections have been made as to the Escalated Gross Settlement Amount
8 or contemplated Attorneys' Fees and Costs, Incentive Award, Settlement Administration Costs, and
9 allocation for the PAGA Penalties. California courts have consistently found that a small number of
10 objectors indicates support for a settlement and strongly favors final approval.⁵⁹

11 Here, the lack of any objections speaks volumes about the fairness, reasonableness, and adequacy
12 of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair, reasonable, and
13 adequate, and the Court should grant final approval of the Settlement in its entirety. *Dunk*, 48
14 Cal.App.4th at 1802.

15 **VII. THE SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED.**

16 As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be
17 incurred by Simpluris for the notice and settlement administration process are \$8,450.00.⁶⁰ The costs
18 incurred and to be incurred include, but are not limited to, establishing and maintaining a settlement fund
19 account; establishing and maintaining a calendar of administrative deadlines and responsibilities;
20 processing, issuing, and transmitting settlement payments; distributing notice of the Settlement to the
21 Class; receiving and validating Request for Exclusions, Notice of Objections, or dispute regarding
22 Workweeks submitted by Class Members; calculating Employer Taxes and providing appropriate
23 forms and calculations to Defendant; providing counsel with weekly reports; and other tasks as the
24 Parties mutually agree or the Court orders Simpluris to perform.⁶¹

25
26 ⁵⁷ Mayer Decl., ¶¶ 16-20.

27 ⁵⁸ Simpluris Decl., ¶ 13.

28 ⁵⁹ *Wershba*, *supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners*, *supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

⁶⁰ Simpluris Decl., ¶ 20.

⁶¹ *Id.*, ¶ 3.

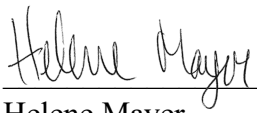
Accordingly, the Court should grant final approval of payment to Simpluris, a necessary third-party for its handling of the notice and settlement process, in the amount of \$8,450.00.

VIII. CONCLUSION

For the foregoing reasons, the Court is respectfully requested to grant final approval of the Settlement, approve and award all payments allocated and provided for by the Settlement Agreement, including and not limited to the Individual Settlement Payments to Settlement Class Members, Settlement Administration Costs to the Settlement Administrator, Individual PAGA Payments to PAGA Group Members and the LWDA Payment to the State of California, in their entirety, as sought herein.

Dated: December 16, 2025

LAWYERS for JUSTICE, PC

By: 
Helene Mayer
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