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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

OSCAR LEON, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

VALET PARKING PROS, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22STCV21953

CLASS ACTION

*[Assigned for all purposes to the Hon.
Elaine Lu, Dept. SSC-9]*

**PLAINTIFF'S NOTICE OF MOTION
AND RENEWED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: January 22, 2026

Time: 10:00 a.m.

Dept.: SSC-9

Action Filed: July 7, 2022

Trial Date: None Set

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on January 22, 2026 at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 9 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiff Oscar Leon ("Plaintiff") will, and hereby does, move this Court for:

1. Preliminary approval of the proposed Second Amended Stipulation of Settlement ("Settlement") between Plaintiff and Defendant Valet Parking Pros, LLC ("VPP" or "Defendant");

2. Pursuant to Section 382 of the California Code of Civil Procedure, provisional certification, for settlement purposes only, of the following Settlement Class:

All current and former non-exempt employees who worked for VPP in California at any time from January 1, 2021 through November 15, 2023 (the "Class Period").

3. Preliminary appointment of Plaintiff as Class Representative;

4. Preliminary appointment of Haines Law Group, APC and Abramson Labor Group as Class Counsel;

5. Appointment of Phoenix Settlement Administrators as Settlement Administrator;

6. Approval of the proposed Class Notice and Notice of Estimated Settlement Award (together, the "Notice Packet"), and an order that the Notice Packet be disseminated to the Settlement Class as provided in the Settlement; and

7. The scheduling of a hearing to consider whether the Settlement should be finally approved and to award a Class Representative Enhancement Award to Plaintiff, and attorneys' fees and costs to Class Counsel.

This motion is based on this notice of motion; the attached memorandum of points and authorities; the declarations of counsel and exhibits attached thereto; the declaration of Jodey Lawrence and exhibits attached thereto; the declaration of Plaintiff; the pleadings and other papers filed in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: September 3, 2025

ABRAMSON LABOR GROUP

Neil Larsen

Neil Larsen

Attorneys for Plaintiff

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TABLE OF CONTENTS

I. INTRODUCTION	1
II. SUMMARY OF THE LITIGATION	2
A. FACTUAL AND PROCEDURAL BACKGROUND.....	2
B. PLAINTIFF’S CLAIMS AND VPP’S DEFENSES	2
1. Unpaid Wage Claim.....	2
2. Expense Reimbursement Claim.....	3
3. Meal Period Claim	3
4. Rest Period Claim	4
5. Claims Under Lab. Code §§ 203, 226, and the PAGA	4
C. DISCOVERY AND MEDIATION.....	5
III. THE PROPOSED SETTLEMENT.....	7
A. ESSENTIAL TERMS OF THE SETTLEMENT	7
1. The Settlement Provides for Reasonable Monetary Payments	7
2. Notice Period and Release of Claims.....	8
3. Funding of the Settlement.....	9
4. Attorneys’ Fees and Costs, Enhancement Award, and PAGA Payment	9
IV. ARGUMENT.....	11
A. PRELIMINARY APPROVAL IS WARRANTED	11
1. Standard for Preliminary Approval.....	11
a. The Strength of Plaintiff’s Case	11
b. Risk, Expense, Complexity, and Duration of Further Litigation	12
c. Risk of Maintaining Class Action Status	12
d. Amount Offered in Settlement Given Realistic Value of Claims.....	12
e. The Experience and Views of Counsel	12
2. The Preliminary Approval Standard Is Met.....	13

1
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

a. The Settlement Is Within the Range of Possible Approval.....	13
b. The Settlement Resulted from Serious, Informed Negotiations.....	13
c. The Settlement Is Devoid of Obvious Deficiencies	13
B. THE COURT SHOULD CERTIFY THE PROPOSED CLASS	14
1. The Proposed Class Is Ascertainable and Numerous	14
2. Common Issues of Law and Fact Predominate.....	14
3. The Named Plaintiff’s Claims Are Typical	14
4. Plaintiff and Class Counsel Will Adequately Represent the Class.....	15
C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE	15
D. THE COURT SHOULD SET A FINAL APPROVAL HEARING	16
V. CONCLUSION	16

TABLE OF AUTHORITIES

Federal Cases

<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156 (1974).....	15
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998)	11
<i>In re Pac. Enter. Securities Litig.</i> , 47 F.3d 373 (9th Cir. 1995)	12
<i>In re Syncor ERISA Litig.</i> , 516 F.3d 1095 (9th Cir. 2008)	11

State Cases

<i>B.W.I. Custom Kitchen v. Owens-Illinois, Inc.</i> , 191 Cal.App.3d 1341 (1987)	14
<i>Benton v. Telecom Network Specialists, Inc.</i> 220 Cal.App.4th 701 (2013).....	14
<i>Brinker Rest. Corp. v. Sup. Ct.</i> , 53 Cal.4th 1004 (2012)	3
<i>Capital People First v. State Dept. of Developmental Svcs.</i> , 155 Cal.App.4th 676 (2007)	15
<i>Carrington v. Starbucks Corp.</i> , 30 Cal.App.5th 504 (2018).....	5
<i>Chavez v. Netflix, Inc.</i> , 162 Cal.App.4th 43 (2008).....	10
<i>Cochran v. Schwan's Home Service, Inc.</i> , 228 Cal.App.4th 1137 (2014).....	14
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	11
<i>Gattuso v. Hart-Hanks Shoppers, Inc.</i> , 42 Cal.4th 554 (2007).....	3
<i>Grissom v. Vons Companies, Inc.</i> , 1 Cal.App.4th 52 (1991).....	3
<i>In re Cellphone Fee Termination Cases</i> , 186 Cal.App.4th 1380 (2010).....	9
<i>Kao v. Joy Holiday</i> , 12 Cal.App.5th 947 (2017)	5
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal.App.4th 116 (2008).....	11-13
<i>Laffitte v. Robert Half Int'l, Inc.</i> , 1 Cal.5th 480 (2016)	10
<i>Maldonado v. Epsilon Plastics, Inc.</i> , 22 Cal.App.5th 1308 (2018).....	5
<i>McGhee v. Bank of Am.</i> , 60 Cal.App.3d 442 (1976)	15
<i>Noel v. Thrifty Payless, Inc.</i> , 7 Cal.5th 955 (2019).....	14
<i>Price v. Starbucks Corp.</i> , 192 Cal.App.4th 1136 (2011).....	5
<i>Reed v. United Teachers Los Angeles</i> , 208 Cal.App.4th 322 (2012).....	11
<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926 (1981)	14

1	<i>Sav-On Drug Store, Inc. v. Sup. Ct.</i> , 34 Cal.4th 319 (2004).....	14
2	<i>Sevidal v. Target Corp.</i> , 189 Cal.App.4th 905 (2010).....	14
3	<i>Soto v. Motel 6 Operating, L.P.</i> , 4 Cal.App.5th 385 (2016).....	5
4	<i>Thurman v. Bayshore Transit Mgmt., Inc.</i> , 203 Cal.App.4th 1112 (2012).....	5
5	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001).....	11
6		
7	<u>State Statutes and Rules</u>	
8	Cal. Code Civ. Proc. § 382	14
9	8 Cal. Code Regs. § 13520.....	5
10	Cal. Lab. Code § 2699(e)(2)	5
11	Cal. Rule of Court 3.769	11, 16
12		
13	<u>Unpublished Cases</u>	
14	<i>Alvarado v. Nederend</i>	
15	No. 1:08-cv-01099-OWW-DLB, 2011 WL 1883188 (E.D. Cal. May 17, 2011).....	9
16	<i>Chu v. Wells Fargo Inv., LLC</i>	
17	No. C-05-4526-MHP, 2011 WL 672645 (N.D. Cal. Feb. 16, 2011)	10
18	<i>Fleming v. Covidien, Inc.</i>	
19	No. ED-CV-10-1487-RGK (OPx), 2011 WL 7563047 (C.D. Cal. 2011)	5
20	<i>Tokoshima v. Pep Boys-Manny Moe & Jack of Calif.</i>	
21	No. C-12-4810-CRB, 2014 WL 1677979 (N.D. Cal. Apr. 28, 2014).....	14
22		
23	<u>Other Sources</u>	
24	<i>Manual for Complex Litig.</i> , § 30.41 (3rd Ed. 1995)	13
25	<i>Newberg on Class Actions</i> , §§ 11:24-25 (4th Ed. 2013).....	13
26		
27		
28		

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Oscar Leon (“Plaintiff”) seeks preliminary approval of a class action settlement
4 (“Settlement”) with Defendant Valet Parking Pros, LLC (“VPP” or “Defendant”) (together with
5 Plaintiff, the “Parties”). The Settlement resolves a class and representative action pending before
6 this Court (the “Action”), in which Plaintiff alleges that VPP failed to reimburse Plaintiff and
7 other non-exempt employees for business expenses; failed to pay for all hours worked; failed to
8 provide all meal periods; and failed to authorize and permit all rest periods. Plaintiff further
9 alleges that as a result of these violations, VPP failed to issue accurate itemized wage statements,
10 failed to pay all wages on termination of employment, engaged in unfair competition, and is liable
11 for civil penalties under the Private Attorneys General act (“PAGA”).

12 Plaintiff now respectfully requests that this Court preliminarily approve this non-
13 reversionary, common-fund class action Settlement,¹ in which VPP has agreed to pay \$180,000.00
14 to the following Settlement Class, which is estimated to consist of 44 individuals:

15 All current and former non-exempt employees who worked for VPP in California
16 at any time from January 1, 2021 through November 15, 2023 (the “Class Period”).

17 The Settlement was reached after the parties engaged in a full-day mediation with Phillip
18 Cha, Esq., an experienced wage and hour class action mediator. Prior to mediation, the Parties
19 engaged in extensive formal discovery. Among other things, VPP produced employment records
20 for the putative class; a class list containing putative class members’ hire dates, termination dates,
21 and number of events worked; and relevant written policies.

22 After extensive research and investigation, including a detailed analysis of VPP’s potential
23 exposure, the mediation session was held with Mr. Cha on June 2, 2023. At the conclusion of the
24 mediation, the Parties agreed to a mediator’s proposal to resolve the Action. Over the following
25 months, the Parties negotiated the finer terms of the settlement, ultimately resulting in the
26 Settlement.
27

28 ¹ The Settlement is attached as Exhibit 1 to the Larsen Declaration. The Class Notice and Notice
of Estimated Settlement Award are attached as Exhibits A and B, respectively, to the Settlement.

1 Notably, Settlement Class members do not need to submit a claim form to receive a
2 payment (“Settlement Award”). After deductions for proposed administration costs, attorney fees
3 and costs, Plaintiff’s incentive award, and the LWDA’s share of PAGA civil penalties, the average
4 Settlement Award is estimated to be at least \$1,857.95. For the reasons discussed herein, Plaintiff
5 respectfully requests that the Court grant preliminary approval of the Settlement.

6 **II. SUMMARY OF THE LITIGATION**

7 **A. FACTUAL AND PROCEDURAL BACKGROUND**

8 VPP provides valet parking services, mainly servicing private events in the Los Angeles
9 area. *See* Declaration of Neil M. Larsen (“Larsen Decl.”), ¶ 7. Plaintiff is a former non-exempt
10 parking attendant who worked for VPP during the Class Period. *Id.* On July 7, 2022, Plaintiff
11 filed this Action, alleging claims for failure to pay all earned wages, meal and rest period
12 violations, waiting time penalties, wage statement penalties, failure to reimburse expenses, and
13 unfair competition. *Id.*, ¶ 8. On September 12, 2022, after providing the required written notice
14 to VPP and the Labor & Workforce Development Agency (LWDA), Plaintiff filed the operative
15 First Amended Complaint (FAC), which added a claim for PAGA civil penalties. *Id.*, ¶ 9.

16 **B. PLAINTIFF’S CLAIMS AND VPP’S DEFENSES**

17 **1. Unpaid Wage Claim**

18 Plaintiff alleges that VPP would pay employees only for their scheduled hours, rather than
19 their actual hours worked. Larsen Decl., ¶ 10. Specifically, Plaintiff alleges that employees were
20 frequently underpaid by about 15 minutes per shift, as VPP encouraged employees to arrive 15
21 minutes early in order to acquaint themselves with the venue and report to their station, but failed
22 to pay employees for that time.

23 VPP contends it consistently pays employees for all hours worked (including any early
24 arrival times), that it includes the additional 15 minutes in employees’ schedules, that employees
25 are not required to work without pay, and that employees are in fact prohibited from working off
26 the clock. *Id.* VPP further argues this claim would not be certified, as it would require individual
27 inquiries into each unique event and each employee, as to whether the employee worked off the
28 clock, how much time was worked, and whether such work was reported to VPP. *Id.*

1 **2. Expense Reimbursement Claim**

2 Plaintiff’s reimbursement claim is predicated primarily on his allegation that he and other
3 non-exempt employees were required to download and use the “Sling” app on their personal cell
4 phones in order to request work events and view their work schedules, and that they were required
5 to use their personal cell phones to communicate with management and/or other employees.
6 Larsen Decl., ¶ 11. VPP argues that employees were not required to download Sling, and that
7 there were other, more traditional ways to obtain their schedules, including in person from
8 management. *Id.* VPP asserts that it provides the *optional* use of Sling as a perk for employees
9 because employees prefer the ease of using an app. *Id.* As for other cell phone use, VPP argues
10 that any such use was sporadic and not an ordinary part of working for VPP. VPP further argues
11 that this claim would not be certified, as it would require dozens of individualized inquiries as to
12 whether employees incurred business-related expenses, whether they were reimbursed, whether
13 VPP knew (or reasonably should have known) about the expense, and whether the expense was
14 “necessary” under the circumstances. *Id.*; *see also Gattuso v. Hart-Hanks Shoppers, Inc.*, 42
15 Cal.4th 554, 568 (2007) (“In calculating the reimbursement amount due under section 2802, the
16 employer may consider not only the actual expenses that the employee incurred, but also whether
17 each of those expenses was ‘necessary,’ which in turn depends on the reasonableness of the
18 employee’s choices.”); *Grissom v. Vons Companies, Inc.*, 1 Cal.App.4th 52, 58 (1991) (under §
19 2802, “ascertaining what was a necessary expenditure will require an inquiry into what was
20 reasonable under the circumstances”).

21 **3. Meal Period Claim**

22 Plaintiff alleges that he and other employees were unable to take off-duty meal periods,
23 as they were required to remain on-duty at all times during their shifts. Larsen Decl., ¶ 12. VPP
24 argues that only about half of all shifts were over 5.0 hours and therefore even eligible for meal
25 periods, and that in any event, VPP has maintained legally-compliant meal period policies and
26 practices throughout the Class Period, and that under *Brinker* it is only required to “provide” the
27 opportunity to take meal periods, not “ensure” they are taken. Larsen Decl., ¶ 12; *see also Brinker*
28 *Rest. Corp. v. Sup. Ct.*, 53 Cal.4th 1004, 1038 (rejecting “ensure” standard). VPP further argues
that most events were staffed by more than one valet, and therefore, each valet could take an off-

1 duty meal period while the other valet(s) covered for them. *Id.* Any failure to take a timely, 30-
2 minute meal period was the result of employee choice, VPP contends, rather than any policy or
3 practice of VPP. *Id.* VPP further argues that individualized inquiries would be required to
4 determine whether individual employees – working on many different shifts in various locations
5 and under varying circumstances – received a non-compliant meal period on each individual shift,
6 and why any meal period was late, short, or missed, thus precluding certification of this claim. *Id.*

7 **4. Rest Period Claim**

8 Plaintiff alleges that VPP failed to authorize and permit net 10-minute rest periods since,
9 as with meal periods, Plaintiff alleges that he and other nonexempt employees were required to
10 remain on-duty during the duration of their shifts. Larsen Decl., ¶ 13. VPP asserts that it has
11 always maintained lawful rest period policies and practices, that it has always authorized and
12 permitted all required rest periods to non-exempt employees, that it informs employees of their
13 right to rest periods, and that any failure to take a rest period is the result of employee choice
14 rather than any practice of VPP. *Id.* As with meal periods, VPP argues that most events were
15 staffed by more than one valet, and therefore individual valets could take a rest break while other
16 valet(s) covered for them. *Id.* VPP further argues that, as with meal periods, this claim is not
17 amenable to class treatment because individualized inquiries would be required to determine
18 whether individual employees in different locations, on different shifts, and under various
19 circumstances, were in fact authorized and permitted to take rest periods on any given shift, thus
20 precluding class certification. *Id.* These manageability concerns are particularly present with
21 respect to rest periods, VPP contends, since rest periods are not recorded. *Id.*

22 **5. Claims Under Lab. Code §§ 203, 226, and the PAGA**

23 As a result of VPP's alleged failure to pay all wages, as well as its failure to provide all
24 meal and rest periods, Plaintiff asserts that VPP failed to comply with its final payment and wage
25 statement obligations, in violation of Cal. Labor Code §§ 203 and 226, respectively. Larsen Decl.,
26 ¶ 14. Plaintiff also seeks civil penalties under the PAGA based on the aforementioned claims. *Id.*

27 VPP argues that Plaintiff's derivative claims fail for the same reasons his underlying
28 claims fail. Larsen Decl., ¶ 15. VPP further asserts it has strong, good-faith defenses to Plaintiff's

underlying claims, precluding imposition of waiting time penalties. *See* 8 Cal. Code Regs. § 13520 (a “good faith dispute that any wages are due will preclude imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding “good faith dispute” precluded imposition of waiting time penalties). VPP further contends that employee wage statements always accurately reflect amounts *paid* to employees and therefore no wage statement violations occurred. Larsen Decl., ¶ 15; *see also Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-37 (2018) (“The purpose of section 226 is to ‘document the paid wages to ensure the employee is fully informed regarding the calculation of those wages.’”) (citing *Soto v. Motel 6 Operating, L.P.*, 4 Cal.App.5th 385, 392 (2016)).

Finally, VPP contends Plaintiff’s PAGA claim fails because the underlying claims fail. *See, e.g., Price v. Starbucks Corp.*, 192 Cal.App.4th 1136, 1147 (2011) (“Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail.”). VPP further maintains that given its good-faith defenses, the Court would substantially reduce PAGA civil penalties even if it were to find in Plaintiff’s favor on some or all of his underlying claims. Larsen Decl., ¶ 15; *see also* Lab. Code § 2699(e)(2) (authorizing reduction in PAGA penalties in court’s discretion); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties in light of employer’s financial condition and because “the evidence showed...defendants took their obligations...seriously and attempted to comply with the law”); *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487-RGK (OPx), 2011 WL 7563047 at *4 (C.D. Cal. 2011) (reducing PAGA penalties by over 82% in part because employer was “not aware” of violations and “took prompt steps to correct all violations once notified”); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA civil penalty of just \$5 per pay period where employer made “good faith attempts” to comply with the law).

C. DISCOVERY AND MEDIATION

After the case was at issue, the Parties engaged in extensive formal discovery. Specifically, both Plaintiff and VPP propounded and responded to written discovery, including interrogatories, requests for production, and requests for admission. Larsen Decl., ¶ 16. The Parties met and conferred over the respective discovery responses, resulting in VPP’s production

1 of supplemental responses. *Id.* Among other things, VPP produced a class list with putative class
2 members' hire dates, termination dates, and number of events worked for putative class members;
3 payroll records for putative class members; Sling scheduling records; and VPP's relevant written
4 policies. *Id.*, ¶ 16. This discovery allowed the Parties to assess the merits and value of Plaintiff's
5 claims and VPP's defenses, as well as the chances for class certification. *Id.*

6 After completing this initial formal discovery, the Parties agreed to schedule a private
7 mediation in an effort to resolve the case on a class-wide basis. The Parties attended a full-day
8 mediation with Phillip Cha, Esq. on June 2, 2023, during which they vigorously debated
9 Plaintiff's claims and VPP's defenses, and the chances of certification. Larsen Decl., ¶ 17. At the
10 conclusion of the mediation session, the Parties agreed to accept a mediator's proposal, and
11 shortly thereafter executed a short-form MOU. *Id.* Over the following months, the Parties
12 negotiated the finer terms of the settlement, ultimately resulting in the Settlement. *Id.*

13 On February 26, 2024, Plaintiff submit the proposed settlement in connection with his
14 Motion for Preliminary Approval of Class Action Settlement. Larsen Decl., ¶ 18. In response
15 to the Court's Checklist for Preliminary Approval, the parties amended the Stipulation of
16 Settlement and submitted supplemental briefing on September 16, 2024. *Id.* Following requests
17 for further briefing from the Court, the Parties submitted further briefing in support of
18 preliminary approval in October 2024. *Id.* On November 4, 2024, the Court issued its First
19 Amended Final Ruling Re: Motion for Preliminary Approval of Class Action Settlement
20 ("Preliminary Approval Order"), finding that the proposed Maximum Settlement Amount
21 Settlement Amount of \$180,000.00 was within a range of reasonableness of a settlement that
22 ultimately could be granted approval by the Court at a Final Approval Hearing, provisionally
23 certifying the Settlement Class, and setting a deadline for Plaintiff to file his Final Approval
24 Motion for August 6, 2025. *Id.*

25 Following the entry of the Preliminary Approval Order, and before the Notice Packets
26 were mailed to Settlement Class members, the Settlement Administrator determined that the
27 "Escalator Clause" provision of the Settlement Agreement was triggered. Larsen Decl., ¶ 19.
28 Specifically, section 3(G) of the Settlement Agreement provides the following: "As of June 21,

2023, Defendant represents that there were an estimated 3,047 total events worked by Class Members in California (“Work Events”) during the Class Period. If the number of Work Events during the Class Period exceeds this figure by more than 10% (i.e., if there are 3,352 or more Work Events), Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if the number of Work Events during the Class Period is actually 12% higher than 3,047, Defendant shall increase the Maximum Settlement Amount by 12%).” *Id.*

Prior to mailing the Notice Packets, the Settlement Administrator determined that there was a total of 4,549 Work Events during the Class Period, which would trigger the Escalator Clause provision in section 3(G), resulting in a proportional increase of the Maximum Settlement Amount by 49.29% from \$180,000.00 to \$268,729.90. Larsen Decl., ¶ 20.

Since learning that the Escalator Clause would be triggered, the Parties have undertaken extensive discussions regarding this increase in the Maximum Settlement Amount, and VPP has represented that an increase in the Maximum Settlement Amount above \$180,000.00 would likely bankrupt the company and force VPP to cease operations. Larsen Decl., ¶ 21; *see also*, Declaration of Jonathan Velarde. In support of VPP’s contention regarding its financial condition, VPP produced detailed financial records to Plaintiff’s counsel, including balance sheets, profit and loss statements, and tax returns from 2021 through 2024. Larsen Decl., ¶ 21.

Following extensive meet and confer efforts, and a review of the financial records produced by VPP, Plaintiff agreed to further amend the Settlement Agreement to cut off the Class Period on November 15, 2023, the date on which the escalator clause was triggered, and to keep the Maximum Settlement Amount at \$180,000.00. Larsen Decl., ¶ 22; *see also*, Declaration of Jonathan Velarde. The Parties have executed a Second Amended Stipulation of Settlement to reflect the revised Class Period ending on November 15, 2023, and now submit this Second Amended Stipulation of Settlement for this Court’s review and approval. *See* Larsen Decl., Exhibit 1.

III. THE PROPOSED SETTLEMENT

A. ESSENTIAL TERMS OF THE SETTLEMENT

Under the Settlement, VPP will pay a non-reversionary Maximum Settlement Amount

(“MSA”) of \$180,000.00. The monetary terms of the Settlement are summarized below:

• Maximum Settlement Amount (“MSA”):	\$180,000.00
• Minus Court-approved attorneys’ fees (one-third):	\$60,000.00
• Minus Court-approved costs (up to):	\$15,000.00
• Minus Court-approved Incentive Award:	\$5,000.00
• Minus Amount Set Aside as PAGA penalties:	\$15,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$7,000.00</u>
Net Settlement Amount (“NSA”):	\$78,000.00
PLUS 25% of PAGA penalties (“PAGA Amount”):	\$3,750.00
Total Amount Paid to Settlement Class:	\$81,750.00

1. The Settlement Provides for Reasonable Monetary Payments

As noted above, after deducting amounts for a court-approved incentive award, administration costs, attorneys’ fees and costs, and PAGA payment to the LWDA, Settlement Class members will receive at least \$81,750.00. *See* Larsen Decl., ¶ 23; Settlement, § 3(E). Based on data provided by VPP in discovery, there are approximately 44 Settlement Class members. Larsen Decl., ¶ 24. Thus, the average payment to Settlement Class members is estimated to be approximately \$1,857.95. *Id.*

The NSA shall be distributed to Participating Class Members (those Settlement Class members who do not opt out) proportionally based on the number of events worked during the Class Period. *See* Settlement, § 4(B)(i). In addition, all Settlement Class members (regardless whether they opt out) who were employed by VPP in California at any time from July 7, 2021 through November 15, 2023 (the “PAGA Period”), will receive a portion of the \$3,750.00 PAGA Amount, based on their proportionate number of events worked for VPP in California during the PAGA Period. *See* Settlement, §§ 1, 4(B)(ii).

Payments from the NSA will be treated as one-third wages reported on a Form W-2, with the remaining two-thirds treated as interest and penalties and reported on a Form 1099. *See* Settlement, § 4(D). Payments from the PAGA Amount will be treated as 100% penalties. *Id.* VPP will separately pay the employer’s share of payroll taxes on the amount designated as “wages,” in addition to the MSA. *Id.*, § 3(F).

2. Notice Period and Release of Claims

Settlement Class members will have 60 days from the Notice mailing to opt out of or object to the Settlement, or submit disputes, thereby providing ample time to review the Notice

without unduly delaying the Settlement. *See* Settlement, § 9(C)-(E).

Participating Class Members will be bound by the Settlement, and shall release all wage and hour claims that were pled in the Action, or that could have been pled based on the facts alleged in the Action, during the Class Period (“Class Member Released Claims”). *See* Settlement, § 2(A). In addition, all Settlement Class members (regardless whether they opt out) who worked for VPP in California during the PAGA Period (“Aggrieved Employees”), will release all claims against VPP for PAGA penalties based on the facts alleged in the operative complaint in the Action, that arose during the PAGA Period (“PAGA Released Claims”). *Id.*, § 2(B).

3. Funding of the Settlement

The Gross Settlement Amount will be funded in three payments. VPP’s initial payment of \$65,000.00 will be made no later than thirty (30) days following execution of the Settlement Agreement. The second payment of \$65,000 will be made no later than thirty (30) days thereafter. The third and final payment of \$50,000 will be made within 30 days of the Effective Date. *See* Settlement, § 3(C).

4. Attorneys’ Fees and Costs, Enhancement Award, and PAGA Payment

At final approval, Plaintiff will apply for a Class Representative Enhancement Award in the amount of \$5,000. *See* Settlement, § 3(E)(3). “[I]ncentive awards are fairly typical in class action cases...and are intended to compensate class representatives for work done on behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action.” *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393-94 (2010). As will be fully briefed at final approval, Plaintiff’s requested payment is in recognition of the time and effort he expended on behalf of the Settlement Class, including providing factual information and documents to counsel, discussing with counsel the claims and theories at issue in the litigation, reviewing the settlement agreement and other documents, and otherwise actively participating in the prosecution of this case. Larsen Decl., ¶ 37. Plaintiff respectfully submits that the requested payment is well within the range of permissible approval. *See, e.g., Alvarado v. Nederend*, No. 1:08-cv-01099-OWW-DLB, 2011 WL 1883188 at *10 (E.D. Cal. May 17, 2011) (approving \$7,500 award to each of five named plaintiffs).

1 The parties have also designated \$15,000 of the GSA as PAGA penalties, of which
2 \$11,120 (75%) will be paid to the LWDA, with the remaining \$3,750 (25%) distributed to
3 Settlement Class members (*see* Settlement, § 3(E)(5)), consistent with the PAGA’s requirement
4 that 75% of penalties be allocated to the LWDA with the remaining 25% of penalties allocated to
5 aggrieved employees (Labor Code § 2699(i)). Plaintiff submits this allocation to the LWDA is
6 appropriate in light of other settlements allocating penalties to the LWDA. *See, e.g., Chu v. Wells*
7 *Fargo Inv., LLC*, No. C-05-4526-MHP, 2011 WL 672645 at *1 (N.D. Cal. Feb. 16, 2011)
8 (approving PAGA payment of \$7,500 to LWDA from \$6.9 million settlement).

9 At final approval, Plaintiff’s counsel will request attorneys’ fees of one-third of the GSA
10 (currently estimated at \$60,000.00), and up to \$15,000 in litigation costs. *See* Settlement, §
11 3(E)(4). The requested fee is fair compensation for undertaking complex, risky, expensive, and
12 time-consuming litigation on a contingent basis. Plaintiff’s counsel has incurred substantial
13 attorneys’ fees, in, among other things, conducting pre-filing investigation and legal research;
14 conducting extensive formal discovery; analyzing payroll records and other data to create a
15 comprehensive damages model; preparing for and attending the mediation session; negotiating
16 and preparing the Settlement; preparing this Motion; and otherwise prosecuting this case. Larsen
17 Decl., ¶ 35. Counsel will also incur future attorney fees in overseeing the Notice process, fielding
18 phone calls from Settlement Class members, preparing the Final Approval Motion and supporting
19 documents, and appearing at the Final Approval Hearing. *Id.*

20 It is appropriate to award attorneys’ fees as a percentage of the “common fund” created
21 by the settlement. *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480 (2016) (holding “the percentage
22 of fund method survives in California class action cases”). Counsel’s fee request is well within
23 the range of reasonableness and is typical for common fund settlements. *See, e.g., Chavez v.*
24 *Netflix, Inc.*, 162 Cal.App.4th 43, n.11 (2008) (“regardless whether the percentage method or the
25 lodestar method is used, fee awards in class actions average around one-third of the recovery”).
26 As will be briefed at final approval, counsel’s fee request is reasonable in light of the substantial
27 risks and significant work undertaken, the results obtained, and the efficiency with which counsel
28 conducted the litigation.

1 **IV. ARGUMENT**

2 **A. PRELIMINARY APPROVAL IS WARRANTED**

3 California Rule of Court 3.769 conditions class action settlements on court approval,
4 which is generally evaluated under the same standards as Fed. R. Civ. Proc. 23. *See Reed v. United*
5 *Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule 3.769 requires court to determine
6 “that the settlement is fair, reasonable and adequate to all concerned”); *Hanlon v. Chrysler Corp.*,
7 150 F.3d 1011, 1026 (9th Cir. 1998) (Rule 23(e) requires court to determine “whether a proposed
8 settlement is fundamentally fair, adequate, and reasonable”). Settlement is the preferred means of
9 dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.*,
10 516 F.3d 1095, 1101 (9th Cir. 2008). The Court’s role is to ensure the settlement agreement taken
11 as a whole is fair and within the range of reasonableness. *Hanlon*, 150 F.3d at 1027. There is a
12 presumption of fairness when a settlement is negotiated at arm’s length by counsel. *See, e.g.,*
13 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

14 **1. Standard for Preliminary Approval**

15 To make a fairness determination, the Court should consider several factors, including:
16 “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further
17 litigation, the risk of maintaining class action status through trial, the amount offered in
18 settlement, the extent of discovery completed and the stage of the proceedings, [and] the
19 experience and views of counsel.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).
20 “The list of factors is not exclusive and the Court is free to engage in a balancing and weighing
21 of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.*,
22 91 Cal.App.4th 224, 245 (2001). As discussed below, the proposed Settlement is fair, adequate,
23 and reasonable in light of the overall balance of factors in this case.

24 **a. The Strength of Plaintiff’s Case**

25 While Plaintiff is confident in the merits of his claims, Plaintiff acknowledges there were
26 substantial risks and uncertainty in proceeding with class certification and eventual trial on the
27 merits. As described in section II.B., *supra*, VPP presented multiple defenses to Plaintiff’s claims,
28 both on the merits and to class certification, rendering success far from certain.

1 **b. Risk, Expense, Complexity, and Duration of Further Litigation**

2 Although the Parties engaged in significant discovery, there was still additional formal
3 discovery to conduct, including deposition discovery, which would have required expenditure of
4 substantial time and resources. Larsen Decl., ¶ 38. Plaintiff also still had to file for class
5 certification. *Id.* Even if Plaintiff obtained certification, the Parties would incur considerable
6 attorneys' fees and costs through a possible decertification motion, motions for summary
7 judgment, trial, and potential appeals. *Id.* The Settlement avoids those risks and the accompanying
8 expense. *Id.* Thus, this factor supports preliminary approval.

9 **c. Risk of Maintaining Class Action Status**

10 Plaintiff had not yet filed his class certification motion, and as such, the extent to which
11 Plaintiff's proposed classes were certifiable is somewhat speculative. Absent settlement, there
12 was a risk there would not be a certified class at trial, or if there were, that it would consist of a
13 significantly smaller group of employees than the proposed Settlement Class, and the expected
14 recovery would be significantly reduced. Thus, this factor supports preliminary approval.

15 **d. Amount Offered in Settlement Given Realistic Value of Claims**

16 The Settlement provides a fair and reasonable monetary recovery for the Settlement Class
17 for disputed claims. As detailed in the concurrently-filed Larsen Declaration, Plaintiff conducted
18 an analysis of potential damages due to VPP's allegedly unlawful policies and practices. After
19 applying reasonable discounts to Plaintiff's derivative claims for risks of not obtaining class
20 certification and of losing on the merits, Plaintiff estimated his claims had a realistic potential
21 value of approximately \$201,514.00. Larsen Decl., ¶¶ 25-34. The proposed settlement of
22 \$180,000.00 therefore represents over 89% of Plaintiff's reasonably forecasted classwide
23 recovery. *Id.*, ¶ 34. Preliminary approval is appropriate, as the Settlement will provide significant
24 monetary relief to the Settlement Class.

25 **e. The Experience and Views of Counsel**

26 "Parties represented by competent counsel are better positioned than courts to produce a
27 settlement that fairly reflects each party's expected outcome in litigation." *In re Pac. Enter.*
28 *Securities Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Here, counsel have extensive experience

litigating wage and hour class actions, and have been appointed class counsel in numerous cases alleging similar claims. *See* Larsen Decl., ¶¶ 2-5; Declaration of Paul K. Haines, ¶¶ 2-8; Declaration of Sean M. Blakely, ¶¶ 2-6. Counsel conducted an in-depth review of VPP’s policies, employment records, and other relevant data, and drew on their extensive experience to assess Plaintiff’s claims. Larsen Decl., ¶¶ 6, 25-34. The Settlement was also reached after a mediation session with mediator Phillip Cha, Esq., an experienced wage and hour class action mediator. *Id.*, ¶ 17. This strongly supports preliminary approval. *Kullar*, 168 Cal.App.4th at 130.

2. The Preliminary Approval Standard Is Met

The Court can grant preliminary approval of a proposed settlement and direct that notice be given if the settlement: (1) falls within the range of possible approval; (2) appears to be the product of serious, informed negotiations; and (3) has no obvious deficiencies. *See Manual for Complex Litig.*, § 30.41 (3rd Ed. 1995); *Newberg on Class Actions*, §§ 11:24-25 (4th Ed. 2013).

a. The Settlement Is Within the Range of Possible Approval

As noted, the Settlement reflects over 89% of the realistic potential value of Plaintiff’s claims, and will provide tangible, monetary compensation for hotly disputed wage claims. Accordingly, Plaintiff submits the Settlement is within the range of possible approval.

b. The Settlement Resulted from Serious, Informed Negotiations

The Settlement resulted from an exchange of substantial information, arm’s-length negotiations, a mediation session with an experienced mediator, and months of additional negotiations. Plaintiff carefully vetted the claims at issue, and conducted a detailed analysis of the relevant data and information. Larsen Decl., ¶¶ 25-34. The Settlement is thus entitled to a presumption of fairness. *Kullar*, 168 Cal.App.4th at 130.

c. The Settlement Is Devoid of Obvious Deficiencies

The Settlement provides tangible monetary relief to the Settlement Class, and the amounts proposed for attorneys’ fees, costs, Plaintiff’s incentive award, and PAGA penalties are all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious deficiencies, this supports preliminary approval.

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1 **B. THE COURT SHOULD CERTIFY THE PROPOSED CLASS**

2 The proposed Settlement Class satisfies the criteria for certification because: 1) the
3 Settlement Class is ascertainable and numerous; 2) common questions of law and fact
4 predominate; 3) Plaintiff's claims are typical of the Settlement Class; and 4) Plaintiff and his
5 counsel will fairly and adequately represent the Settlement Class. Cal. Code Civ. Proc. § 382.

6 **1. The Proposed Class Is Ascertainable and Numerous**

7 A class is ascertainable where members "may be readily identified without unreasonable
8 expense or time by reference to official [or business] records." *Sevidal v. Target Corp.*, 189
9 Cal.App.4th 905, 919 (2010). The Settlement Class includes non-exempt employees who worked
10 for VPP in California during the Class Period, and thus can be readily identified from VPP's
11 records. As noted, there are about 44 Settlement Class members, rendering it impracticable to
12 bring them all before the Court. *See Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981)
13 (noting the California Supreme Court has upheld certification of a class with as few as 10 class
14 members) (disapproved on other grounds in *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955 (2019)).

15 **2. Common Issues of Law and Fact Predominate**

16 The focus on certification is not on the merits of the case, but rather on what types of
17 questions, "common or individual," are likely to arise in the action. *Sav-On Drug Store, Inc. v.*
18 *Sup. Ct.*, 34 Cal.4th 319, 327 (2004). Plaintiff's claims are predicated primarily on VPP's alleged
19 failure to pay all wages due, allegedly unlawful meal and rest period policies/practices, and
20 alleged failure to reimburse expenses. Such claims are commonly held proper for class
21 certification. *See, e.g., Benton v. Telecom Network Specialists, Inc.* 220 Cal.App.4th 701, 726
22 (2013) (certifying meal and rest period claims); *Tokoshima v. Pep Boys-Manny Moe & Jack of*
23 *Calif.*, No. C-12-4810-CRB, 2014 WL 1677979 at **5-8 (N.D. Cal. Apr. 28, 2014) (certifying
24 minimum wage claim); *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137 (2014)
25 (reversing denial of class certification of reimbursement claim).

26 **3. The Named Plaintiff's Claims Are Typical**

27 The typicality requirement is satisfied where class representatives have claims that are
28 typical of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal.App.3d 1341, 1347

(1987). Here, Plaintiff's claims are typical of those held by Settlement Class members. Plaintiff was employed by VPP as a non-exempt employee in California during the Class Period, and he was injured by the same challenged policies that allegedly injured the Settlement Class as a whole. *See* Declaration of Oscar Leon, ¶¶ 2-3. Thus, typicality is satisfied.

4. Plaintiff and Class Counsel Will Adequately Represent the Class

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Svcs.*, 155 Cal.App.4th 676, 697 (2007). Plaintiff and his counsel will adequately represent the Settlement Class, as there are no known conflicts between Plaintiff or his counsel and the Settlement Class. *See McGhee v. Bank of Am.*, 60 Cal.App.3d 442, 450 (1976) (finding adequacy satisfied where there was no indication that plaintiff's counsel was not qualified and the named plaintiff had no interests antagonistic to those of the proposed class). Class Counsel also have extensive experience in wage and hour class action litigation, as noted above.

C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE

The Court should order distribution of the proposed Notice by U.S. Mail, using last known mailing addresses provided by VPP. This is the "best notice practicable" under the circumstances as it provides "individual notice to all members who can be identified through reasonable effort." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Plaintiff proposes the Settlement be administered by Phoenix Settlement Administrators, an experienced administrator. *See* Jodey Lawrence Declaration and exhibits. Phoenix will run all addresses through the U.S. Postal Service National Change of Address database, and will perform "skip traces" to obtain current addresses for Notices returned as undeliverable. *See* Settlement, § 9(B) & (F).

The proposed Notice satisfies Cal. Rule of Court 3.766(d) because it advises Settlement Class members of the nature of the claims; the basic contentions and denials of the parties; the key terms of the Settlement; the 60-day deadline to opt out, object, or submit a dispute and how to do so; explains the recovery formula and expected recovery amount for each Settlement Class member; and explains the releases of claims included in the Settlement. *See* Larsen Decl., Exhibit A to Exhibit 1. The proposed Notice also includes the final approval hearing date and time, and it

1 provides contact information for Class Counsel in the event Settlement Class members have any
2 questions about the Settlement. *Id.* This Notice satisfies Cal. Rule of Court 3.766(e) as the most
3 reliable and cost-effective method of reaching the Settlement Class.

4 **D. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

5 Finally, the Court should set a hearing for final approval on a date appropriately scheduled
6 to follow Settlement Class members' response deadline. *See* Cal. Rule of Court 3.769.

7 **V. CONCLUSION**

8 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily
9 approve the proposed Settlement, provisionally certify the Settlement Class, and enter the
10 Proposed Order submitted concurrently herewith.

11 Respectfully submitted,

12 Dated: September 3, 2025

ABRAMSON LABOR GROUP

13
14 By: Neil Larsen
15 Neil Larsen
16 Attorneys for Plaintiff
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