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individually, and on behalf of other similarly situated
employees and aggrieved employees pursuant to the
California Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

TED T. PHILLIPS, individually and on behalf of
others similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

PROFESSIONAL PLASTICS, INC;
SPECTRA360, INC.; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 25CV116316

Assigned for All Purposes to the Honorable
S. Raj Chatterjee, Dept. 21

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Reservation No.: 807752875747
Date: October 20, 2026
Time: 2:30 p.m.
Dept.: 21

Complaint Filed: March 21, 2024
FAC Filed: May 27, 2025
Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on October 20, 2026 at 2:30 p.m. in Department 21 of the above-captioned Court located at 1221 Oak Street, Oakland, California 94612, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff Ted T. Phillips (“Plaintiff”) will and hereby does move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiff and Defendant Professional Plastics, Inc. (“Defendant”).

Plaintiff requests that the Court enter an Order:

1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Blanchard Decl.”);

2. Certifying the Class for Settlement purposes;

3. Appointing Plaintiff Ted T. Phillips as the Class Representative for Settlement purposes;

4. Appointing Jonathan M. Genish, Karen Gold, Noam Reiffman, Marissa Mayhood, Sara Pezeshkpour, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for Settlement purposes;

5. Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;

6. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;

7. For each Class Member, directing Defendant to furnish their full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods to the Settlement Administrator within fourteen (14) calendar days after entry of the order granting preliminary approval of the Settlement;

8. Approving the proposed deadlines for the settlement administration process; and

9. Setting a Final Approval Hearing.

1 Pursuant to California Labor Code section 2699(s)(2), on September 16, 2026, 2026, a copy of
2 the Settlement was submitted to the California Labor and Workforce Development Agency (“LWDA”)
3 via online submission through the LWDA’s website. (Blanchard Decl., ¶ 54 and Exh. 4).

4 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
5 Declaration of Annabel Blanchard, the Declaration of Plaintiff Ted T. Phillips, the Declaration of the
6 Settlement Administrator (Apex Class Action Administration), the pleadings and other records on file
7 with the Court in this matter, and any other further evidence or argument that the Court may properly
8 receive at or before the hearing.

9
10 Respectfully submitted,

11 Dated: September 23, 2026

BLACKSTONE LAW, APC

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13 By: _____
14 Annabel Blanchard
15 Attorneys for Plaintiff Ted T. Phillips
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Ted T. Phillips (“Plaintiff”) seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) entered into between Plaintiff and Defendant Professional Plastics, Inc. (“Defendant”) (together, with Plaintiff, the “Parties”). (Declaration of Annabel Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement [“Blanchard Decl.”], Exh. 3.) The Settlement terms are outlined as follows:

- Class Size: Approximately 231 individuals.
- Gross Settlement Amount: Six Hundred Fifteen Thousand Dollars (\$615,000).
- Attorneys’ Fees and Costs: Attorneys’ fees of thirty-five percent (35%) of the Gross Settlement Amount (\$215,250 if the Gross Settlement Amount is \$615,000) plus actual litigation costs and expenses not to exceed Thirty Thousand Dollars (\$30,000), to be paid from the Gross Settlement Amount.
- Enhancement Payment: Ten Thousand Dollars (\$10,000), to be paid from the Gross Settlement Amount.
- Settlement Administration Costs: Not to exceed Eight Thousand Five Hundred Dollars (\$8,500), to be paid from the Gross Settlement Amount.
- PAGA Amount: Thirty Thousand Dollars (\$30,000) from the Gross Settlement Amount, 65% (\$19,500) of which will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 35% (\$10,500) to be paid to the PAGA Employees.
- Estimated Net Settlement Amount: Approximately Three Hundred Twenty-One Thousand Two Hundred Fifty Dollars (\$321,250) to be distributed to Settlement Class Members.

As set forth herein, the Settlement is the product of informed discovery and arms-length negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore respectfully requests that the Court grant preliminarily approval of the Settlement, conditionally certify the Class, approve the proposed Notice of Class Action Settlement (“Class Notice”), and set a hearing date for final settlement approval, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is a California employer engaged in the sale and distribution of plastic materials.

1 Plaintiff was employed by Defendant as an hourly-paid, non-exempt Warehouse Associate from
2 approximately September 2020 to approximately February 2025. (Declaration of Plaintiff Ted T. Phillips
3 in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ([“Phillips Decl.”],
4 ¶ 2).

5 On March 20, 2025, Plaintiff Ted T. Phillips provided written notice to the California Labor and
6 Workforce Development Agency (“LWDA”) by online submission and to Defendant Professional
7 Plastics, Inc. by U.S. Certified Mail, pursuant to California Labor Code section 2699.3, identifying the
8 specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA
9 Letter”). (Blanchard Decl., ¶ 11).

10 On March 21, 2025, Plaintiff filed a Class Action Complaint in the action entitled *Phillips v.*
11 *Professional Plastics, Inc., et al.*, Alameda County Superior Court Case No. 25CV116316 (“Action”),
12 thereby commencing a putative class action against Defendant and former defendant Spectra 360, Inc.
13 (“Spectra 360”). (*Id.*, ¶ 12).

14 On May 27, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint
15 (“Operative Complaint”) in the Action, which added a cause of action under the Private Attorneys
16 General Act of 2004, California Labor Code section 2698, et seq. The Operative Complaint alleges ten
17 (10) causes of action for violations of the California Labor Code for failure to pay minimum wages,
18 failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu
19 thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely
20 pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages
21 upon termination, and failure to reimburse necessary business expenses; for violations of California
22 Business and Professions Code section 17200, et seq. based on the foregoing alleged Labor Code
23 violations; and for civil penalties under PAGA based on the foregoing alleged Labor Code violations.
24 (*Id.*, ¶ 13).

25 On July 15, 2025, Plaintiff served written discovery on Defendant Professional Plastics, Inc.,
26 including Requests for Production of Documents, Set One, and Special Interrogatories, Set One. Plaintiff
27 also served a proposed Belaire-West notice, a stipulated protective order, and a stipulation and proposed
28 order regarding the Belaire-West notice. (*Id.*, ¶ 14).

1 On July 18, 2025, Plaintiff served written discovery on Spectra360, including Special
2 Interrogatories, Set One, and Requests for Production of Documents, Set One, and provided a proposed
3 Belaire-West notice for review. (Blanchard Decl., ¶ 15).

4 On July 31, 2025, Defendant Professional Plastics, Inc. served responses to Plaintiff's Special
5 Interrogatories, Set One, and Requests for Production of Documents, Set One. (*Id.*, ¶ 16).

6 On August 18, 2025, Spectra360 served responses and objections to Plaintiff's Special
7 Interrogatories, Set One, and Requests for Production of Documents, Set One. (*Id.*, ¶ 17).

8 On October 1, 2025, Defendant filed a Motion to Compel Arbitration and Dismiss Class Claims
9 and Stay PAGA Claims ("Motion to Compel Arbitration"). (*Id.*, ¶ 18).

10 On October 6, 2025, the Court entered an order dismissing Spectra 360 from the Action, *without*
11 *prejudice*. (*Id.*, ¶ 19).

12 On February 3, 2026, the Court granted Defendant's Motion to Compel Arbitration, noting that
13 Plaintiff had opted out of the Class Action waiver contained in the arbitration agreement, and so Plaintiff
14 retained the option to pursue claims on behalf of a class in arbitration. (*Id.*, ¶ 20).

15 On March 26, 2026, the Parties participated in mediation with Brandon McKelvey, a respected
16 mediator of complex wage and hour actions (the "Mediator"). With the assistance of the Mediator's
17 evaluations, the Parties reached a settlement to resolve the Action on a class and representative basis.
18 The Parties then worked to negotiate and memorialize the settlement terms in a long-form settlement
19 agreement. (*Id.*, ¶ 21)

20 On July 23, 2026, the Parties executed the Settlement Agreement. (*Id.*, ¶ 22 and Exh. 3).

21 **III. THE SETTLEMENT TERMS**

22 **A. Class Definition**

23 For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all
24 current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of
25 California at any time during the Class Period" ("Class" or "Class Member(s)"). (Blanchard Decl., ¶ 23;
26 Settlement Agreement, ¶ 9.b). The Class Period is defined as the period from March 21, 2021, through
27 May 25, 2026. (Blanchard Decl., ¶ 23; Settlement Agreement, ¶ 9.f). Based on information provided by
28

Defendant, it is estimated that there are approximately two hundred thirty-one (231) Class Members. (Blanchard Decl., ¶ 23).

B. Amount of Settlement

The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Six Hundred Fifteen Thousand Dollars (\$615,000), exclusive of employer-side payroll taxes. (Blanchard Decl., ¶ 24; Settlement Agreement, ¶ 9.q).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Blanchard Decl., ¶ 24; Settlement Agreement, ¶ 9.q). The Gross Settlement Amount includes: (1) Class Counsel’s attorneys’ fees in an amount up to thirty-five percent (35%) of the Gross Settlement Amount, i.e., Two Hundred Fifteen Thousand Two Hundred Fifty Dollars (\$215,250); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Thirty Thousand Dollars (\$30,000); (3) Settlement Administration Costs, currently estimated not to exceed Eight Thousand Five Hundred Dollars (\$8,500); (4) an Enhancement Payment to Plaintiff Ted T. Phillips in an amount up to Ten Thousand Dollars (\$10,000); and (5) a PAGA Amount of Thirty Thousand Dollars (\$30,000). (Blanchard Decl., ¶ 24; Settlement Agreement, ¶¶ 9.q, 12, 13, 14, 15). After the foregoing estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount available for distribution to Class Members is currently estimated to be Three Hundred Twenty-One Thousand Two Hundred Fifty Dollars (\$321,250). (Blanchard Decl., ¶ 24). Additionally, thirty-five percent (35%) of the PAGA Amount, i.e., Ten Thousand Five Hundred Dollars (\$10,500), will be distributed to “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period” (“PAGA Employee(s)”). (Blanchard Decl., ¶ 24; Settlement Agreement, ¶¶ 9.x, 9.y, 14). The PAGA Period is defined as the period from March 20, 2024, through May 25, 2026. (Blanchard Decl., ¶ 24; Settlement Agreement, ¶ 9.aa).

The Net Settlement Amount will be distributed to all Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a pro rata basis according to the number of weeks each Settlement Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). (Blanchard Decl., ¶ 25;

1 Settlement Agreement, ¶¶ 9.mm, 9.nn, 17). Each Settlement Class Member’s pro rata share of the Net
2 Settlement Amount (“Individual Settlement Share”) will be calculated by the Settlement Administrator
3 in accordance with the Settlement Agreement. (Blanchard Decl., ¶ 25; Settlement Agreement, ¶¶ 9.t, 17).

4 The PAGA Employee Amount will be distributed to all PAGA Employees on a pro rata basis
5 according to the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid
6 and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). (Blanchard Decl.,
7 ¶ 26; Settlement Agreement, ¶¶ 9.cc, 18). Each PAGA Employee’s pro rata share of the PAGA Employee
8 Amount (“Individual PAGA Payment”) will be calculated by the Settlement Administrator in accordance
9 with the Settlement Agreement. (Blanchard Decl., ¶ 26; Settlement Agreement, ¶¶ 9.r, 18).

10 Each Individual Settlement Share will be allocated as fifteen percent (15%) wages and eighty-
11 five percent (85%) penalties, interest, and non-wage damages. (Blanchard Decl., ¶ 27; Settlement
12 Agreement, ¶ 19). The wage portion will be reported on an IRS Form W-2, and the portions allocated to
13 penalties, interest, and non-wage damages will be reported on an IRS Form 1099, if applicable, by the
14 Settlement Administrator. (Blanchard Decl., ¶ 27; Settlement Agreement, ¶ 19). The Settlement
15 Administrator will withhold the employee’s share of taxes and withholdings from the wage portion and
16 issue checks to Settlement Class Members for the net payment of their Individual Settlement Shares
17 (“Individual Settlement Payment”). (Blanchard Decl., ¶ 27; Settlement Agreement, ¶¶ 9.s, 19). Defendant
18 will pay the employer’s share of taxes and contributions on the wage portion separately and in addition
19 to the Gross Settlement Amount. (Blanchard Decl., ¶ 27; Settlement Agreement, ¶¶ 9.l, 9.q, 19). Each
20 Individual PAGA Payment will be allocated entirely as penalties and reported on an IRS Form 1099, if
21 applicable. (Blanchard Decl., ¶ 27; Settlement Agreement, ¶ 19).

22 The Settlement Agreement is a non-reversionary, non-claims-made settlement. (Blanchard Decl.,
23 ¶ 28; Settlement Agreement, ¶ 9.q). The Net Settlement Amount will be fully distributed to Settlement
24 Class Members, and the PAGA Amount will be distributed to the LWDA and PAGA Employees in
25 accordance with the Settlement Agreement. (Blanchard Decl., ¶ 28; Settlement Agreement, ¶¶ 14, 17, 18,
26 36). No portion of the Gross Settlement Amount will revert to Defendant. (Blanchard Decl., ¶ 28;
27 Settlement Agreement, ¶ 9.q).

28 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and

negotiable for one hundred twenty (120) calendar days from the date the checks are issued, after which any uncashed checks will be canceled. (Blanchard Decl., ¶ 29; Settlement Agreement, ¶ 37). For any checks that remain uncashed or canceled after the void date, or for any envelope that is returned and no forwarding address can be located after reasonable efforts, the Settlement Administrator will transmit the funds represented by such checks to the California Labor and Workforce Development Agency in the name of the Class Member and/or PAGA Employee, thereby leaving no unpaid residue. (Blanchard Decl., ¶ 29; Settlement Agreement, ¶ 37).

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (Settlement Agreement, ¶ 38).

Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes, Plaintiff and the State of California, with respect to all PAGA Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (Settlement Agreement, ¶ 39).

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, et seq. (Settlement Agreement, ¶ 9.ff).

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 et seq., which specifically include claims for

Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order. (Settlement Agreement, ¶ 9.gg).

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (Settlement Agreement, ¶ 9.hh).

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996)). “In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (*Ibid*).

The initial evaluation of the settlement at the preliminary approval step “is not a fairness hearing.” (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of possible approval and, as a result, “whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” A presumption of fairness exists where: (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

1 is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V*
2 *Cases*, 135 Cal. App. 4th 706, 723 (2006)).

3 Preliminary approval does not require a court to make a final determination that the settlement is
4 fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice
5 of the settlement has been given to the class members and they have had an opportunity to object or
6 exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a
7 potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law
8 which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for*
9 *Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

10 **V. THE SETTLEMENT IS PRESUMED FAIR**

11 **A. The Settlement Was Reached as a Result of Arm's-Length Bargaining**

12 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
13 reached through arm's-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
14 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations
15 were at all times made at arm's-length and were adversarial. (Blanchard Decl., ¶ 30). The Settlement
16 was reached following a full day of mediation with a highly respected mediator with substantial
17 experience mediating wage and hour cases. (Ibid).

18 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

19 Courts typically assess the status of discovery in determining whether a class action settlement
20 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
21 Defendant produced a random sampling of putative class members' time and pay records as well as
22 Defendant's relevant wage and hour policies, and information regarding the total number of putative class
23 members, the number of current versus former employees, the total workweeks worked by the putative
24 class members, and the average rate of pay for the putative class members. (Blanchard Decl., ¶ 31).

25 The information exchanged allowed Class Counsel to conduct an informed assessment of the
26 strengths and weaknesses of Plaintiff's claims, Defendant's defenses, the risks of continued litigation,
27 and Defendant's potential class-wide and PAGA exposure. (*Id.*, ¶ 32). Based on the information
28 exchanged and the Parties' respective analyses, the Parties were able to meaningfully evaluate and debate

1 the strengths and weaknesses of their positions with the assistance of the Mediator. (Blanchard Decl., ¶
2 33). At all times, Plaintiff was willing and prepared to continue litigating this matter, including through
3 class certification and trial, if the Parties had been unable to reach a fair and favorable resolution. (Ibid).
4 Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating
5 the Settlement.

6 **C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions**
7 **and Recovery Risks**

8 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
9 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
10 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
11 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
12 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
13 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
14 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
15 (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

16 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
17 factual grounds for defending the Action. Based upon Class Counsel’s experience litigating similar
18 complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification
19 and the merits of the Action absent a settlement.

20 **1. Class Counsel’s Analysis of the Maximum Available Liability and Damages**

21 Class Counsel analyzed all available data and estimated Defendant’s maximum potential exposure
22 to be approximately \$2,712,846, assuming the litigation was successful at trial on all claims at issue and
23 every employee had a violation for each claim on every shift worked. (Blanchard Decl., ¶ 34). This
24 maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining
25 class certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based off an
26 estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant
27 time period, less interest, and based on the analysis of the data which was extrapolated out for all class
28 members across the entire putative class period, which included: \$41,011 for meal period violations (less

meal period premiums paid); \$1,777,434 for rest period violations at a 100% violation rate; \$371,001 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$101,250 for unreimbursed business expenses; \$139,300 for waiting time penalties; and \$282,850 for wage statement penalties. (Blanchard Decl., ¶ 34). Plaintiff further estimated that Defendant faced an additional exposure of \$503,600 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. (Ibid). Together with the PAGA penalties, Defendant's maximum potential exposure totaled \$3,216,446 in damages. (Ibid).

2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments

While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a recovery existed. Defendant contended that Plaintiff's claims are not suitable for class certification because individual issues and affirmative defenses would predominate should this case go to trial. (Blanchard Decl., ¶ 37; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)). While Plaintiff and Class Counsel disagree with Defendant's predictions, they also recognize that there is a significant risk that the Court may deny class certification. (Blanchard Decl., ¶ 37; *see also, Findings of the Study of California Class Action Litigation*, 2000-2006, available at <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion)).

For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. (Blanchard Decl., ¶ 38; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had failed to implement its policies and that its practices failed to allow Class Members to take meal breaks in the manner required under California law. (Blanchard Decl., ¶ 38; *See Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of a meal/rest break policy and the uniform failure to authorize such breaks are matters of common proof.")). Defendant contended that its policies and practices at all times during the Class Period were lawful. (Blanchard Decl., ¶ 38). Indeed, Plaintiff's analysis revealed a violation rate of less than 5% for purported unique meal period violations, net of premiums. (Ibid). Defendant further argued that the rate

1 of purported meal period violations reflected in the data would require individualized inquiry and that
2 such inquiry would prohibit a class from being certified. Defendant asserted that it had valid meal break
3 waivers in place as well. (Blanchard Decl., ¶ 38). Class Counsel also had to consider the risk that the
4 Court would find validity in an individualized proof defense to certification of Plaintiff's meal period
5 claim. (Ibid).

6 Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest period
7 allegations. (*Id.*, ¶ 39). As with the meal period allegations, Defendant contended that it had a lawful
8 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
9 required under California law. (Ibid). Additionally, this claim was even more uncertain given the
10 difficulties associated with proving the alleged rest period violations, as Defendant was not required to
11 record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were
12 legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with
13 requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

14 Plaintiff also faced challenges certifying and proving liability for his minimum wage and overtime
15 claims. (*Id.*, ¶ 40). These claims were largely based on Defendant's unrecorded, off-the-clock work
16 performed by the Class Members both before and after their shifts and during purported meal periods.
17 (Ibid). However, the individualized nature of why this work was performed and the individualized nature
18 of damages presented substantial concerns regarding the manageability of the case and the risk the Court
19 could find these issues prevented certification, and the estimated damages for this claim were based on
20 an assumption that all Class Members worked off the clock for at least one hour per week. (Ibid).

21 Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class Members
22 for necessary business-related expenses, such as the usage of personal cell phones for work-related
23 purposes. (*Id.*, ¶ 41). Defendant contended that it had a policy and practice of reimbursing employees
24 for necessary business-related expenses. (Ibid). Defendant further contended that, with respect to the
25 alleged expenses for which Plaintiff and the other Class Members never requested reimbursement from
26 Defendant, it did not know and had no reason to know that alleged business-related expenses had been
27 incurred. (Ibid). Defendant further contended that the reason why a Class Member undertook certain
28

1 expenses, while not others, and failed to receive reimbursement for certain expenses while not others,
2 would raise individual issues that could not be certified. (Blanchard Decl., ¶ 41).

3 There are also substantial risks associated with Plaintiff's waiting time penalties and wage
4 statement claims. (*Id.*, ¶ 42). First, these claims were derivative of Plaintiff's claims for unpaid meal
5 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
6 and if certification was denied on those underlying claims, these derivative claims for penalties would
7 also likely fail. (*Ibid.*). Further, even if Plaintiff prevailed on his underlying claims, he would still be
8 required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
9 violations. (Blanchard Decl., ¶ 42; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
10 (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding
11 of willfulness")). Wage statement claims have also seen varying treatment at the appellate level because
12 such claims have an element of discretion attached to them rather than a pure calculation of damages after
13 liability is proven. (Blanchard Decl., ¶ 42; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010)
14 *with Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims,
15 which comprised a substantial portion of Defendant's estimated liability, were therefore uncertain.
16 (Blanchard Decl., ¶ 42).

17 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
18 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
19 proposition. (*Id.*, ¶ 43). In order to prove liability and damages, Class Counsel will need to request and
20 analyze thousands of pages of documents, obtain the Class Members' contact information, contact them,
21 and obtain their declarations at great expense. (*Ibid.*). Obtaining the cooperation of current employees
22 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
23 employer. (*Ibid.*). On the other hand, Defendant would likely be able to obtain the cooperation of its
24 employees. (*Ibid.*). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
25 would substantially delay any recovery by the Class. (*Ibid.*).

26 Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential
27 liability Defendant could face from these claims as part of the global resolution. (*Id.*, ¶ 44). Existing
28 case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage

claims. (Blanchard Decl., ¶ 44; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) (“Plaintiff’s claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff’s other claims fail as a matter of law, so does her PAGA claim”)). Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith attempt to comply with its legal obligations warranting a reduction in penalties. (Blanchard Decl., ¶ 44).¹ Class Counsel also anticipated Defendant would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California’s labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

Accordingly, after considering these factors, Plaintiff and Class Counsel concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement and to allocate Thirty Thousand Dollars (\$30,000) of the Gross Settlement Amount toward the PAGA claims, which represents approximately 4.88% of the Gross Settlement Amount. (Blanchard Decl., ¶ 45; Settlement Agreement, ¶ 14). The overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it furthers the public policy objectives of PAGA by promoting enforcement of California’s labor laws, providing funds to the State, and deterring future non-compliance by the employer. (Blanchard Decl., ¶ 45).

Therefore, taking into account the risks described above, including the risks associated with obtaining and maintaining class certification, proving the underlying violations, the Court’s discretion to reduce civil penalties, and the cost and delay of further litigation, Class Counsel discounted Defendant’s

¹ See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) (“duplicative effect” of penalties is a factor in favor of “reducing ...the PAGA penalty”); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith attempts to comply with obligations and minimal violations).

1 estimated liability based on certification and merits risks. (Blanchard Decl., ¶ 46). In light of those risks,
2 the settlement amount of Six Hundred Fifteen Thousand Dollars (\$615,000) is a significant settlement.
3 (Blanchard Decl., ¶ 46; Settlement Agreement, ¶ 9.q).

4 Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. (Blanchard
5 Decl., ¶ 47.) The Settlement is in the best interest of the Class Members, the PAGA Employees, and the
6 State of California and is within the accepted range of recoveries for this type of litigation given the
7 inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
8 litigation. (Blanchard Decl., ¶ 47).

9 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

10 Code of Civil Procedure Section 382 provides that three basic requirements must be met in order
11 to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined
12 community of interest in the question of law or fact affecting the parties to be represented; and (3)
13 certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action
14 is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiff contends that the Action,
15 which is based upon Defendant's wage and hour policies and practices, satisfies the class certification
16 requirements under California Code of Civil Procedure section 382. Defendant denies Plaintiff's
17 allegations, but for purposes of the Settlement only, Defendant has stipulated to certification of the Class.

18 A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is 19 Impracticable

20 Whether an ascertainable class exists turns on the class definition, the size of the class, and the
21 means of identifying the class members. In this case, all three considerations support certification for
22 settlement purposes. The Class is defined as "all current and former hourly-paid and/or non-exempt
23 employees who worked for Defendant in the State of California at any time during the Class Period."
24 (Blanchard Decl., ¶ 23; Settlement Agreement, ¶ 9.b.) This definition provides a clear and definite scope
25 for the proposed settlement Class.

26 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
27 requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v.*
28 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);

1 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of Two Hundred
2 Thirty One (231) individuals meets the numerosity requirement.

3 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
4 can establish “the existence of an ascertainable class.” (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
5 (1967)). The existence of an ascertainable class in this case can be established through Defendant’s
6 payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and
7 the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191
8 Cal.App.3d 605, 617 (1987)).

9 **B. The Class Shares a Well-Defined Community of Interest**

10 The community of interest requirement embodies three factors: (1) predominant questions of law
11 and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
12 who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements
13 are easily satisfied.

14 The commonality criterion requires the existence of common question of law or fact and is
15 generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706).
16 What is required is that a common question of fact or law exists which predominates over issues unique
17 to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising
18 from employment—is not a bar to class certification as long as they do not render class litigation
19 unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois,*
20 *Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

21 Here, Plaintiff’s claims present common issues of law and fact that predominate and warrant class
22 certification. Plaintiff alleges that Defendant denied compliant meal and rest periods to employees,
23 required employees to perform work off-the-clock, and failed to fully compensate employees for all time
24 actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and
25 overtime wages, and other related claims. Plaintiff alleges that Defendant’s policies and practices were
26 uniform as to all Class Members. Thus, class treatment is appropriate.

27 To satisfy the typicality requirement, California law does not require that plaintiffs’ claims be
28 identical to the other class members. Rather, the test of typicality for a class representative is whether

1 other members have the same or similar injury, whether the action is based on conduct which is not
2 unique to the named plaintiff, and whether other class members have been injured by the same course of
3 conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement
4 for a class representative refers to the nature of the claim or defense of the representative, and not to the
5 specific facts from which it arose or the relief sought. (*See Ibid*).

6 Here, Plaintiff alleges that his claims are similar to that of the other Class Members and that
7 Plaintiff's claims arise out of the same alleged course of conduct giving rise to the claims of the other
8 Class Members. Because Plaintiff's claims are based upon the same alleged conduct and business
9 practices as those of Class Members, the typicality requirement has been satisfied.

10 Finally, adequacy of representation depends on whether Plaintiff's counsel is qualified to conduct
11 the proposed litigation and whether Plaintiff's interests are not antagonistic to the interests of the Class.
12 Here, those considerations are satisfied. Class Counsel is qualified and experienced in employment-
13 related class action litigation. (Blanchard Decl., ¶¶ 1-9). Plaintiff will vigorously, adequately, and fairly
14 represent the interests of the Class. Plaintiff has considered the interests of the Class throughout the
15 litigation and understands that any class-wide resolution is subject to Court approval and must be
16 designed in the best interests of the Class as a whole. (Phillips Decl., ¶ 10). At all times throughout the
17 litigation, Plaintiff has considered the interests of the Class and placed them before his own personal
18 interests. (Phillips Decl., ¶ 10). Because Plaintiff's claims are typical of those of the other Class Members
19 and are not based on unique circumstances, there is no antagonism between Plaintiff's interests and the
20 interests of the Class.

21 **C. A Class Action is Superior to a Multiplicity of Litigation**

22 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
23 as the Class Members and the Court will derive substantial benefits. Class certification would serve as
24 the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429,
25 434 (2000) (relevant considerations include the probability that each class member will come forward to
26 prove his or her separate claim and whether the class approach would actually serve to deter and redress
27 the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would
28 unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are

1 superior to individual litigation.

2 **VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE**

3 Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation
4 “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz*
5 *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of
6 class action settlement agreements containing enhancements for the class representative, which are
7 necessary to provide incentive to represent the class and are appropriate given the benefit the class
8 representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948
9 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive
10 award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL
11 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and
12 reasonable”)).

13 Plaintiff initiated this litigation on behalf of his former co-workers who will now be entitled to
14 receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation,
15 including his own research, reviewing documents, and extensive discussions with Class Counsel.
16 (Phillips Decl., ¶¶ 3-9). Further, the requested amount for Plaintiff is also reasonable given the average
17 award and the benefit gained by other Class Members. For these reasons, Plaintiff requests that an
18 Enhancement Payment of Ten Thousand Dollars (\$10,000) be preliminarily approved by the Court.
19 (Blanchard Decl., ¶ 48; Phillips Decl., ¶ 12).

20 **VIII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE**

21 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions are
22 “not to be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v. Beneficial Cal, Inc.*, 82
23 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees
24 paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id.* at 47). In cases
25 where class members present claims against a common fund and the defendant agrees to a percentage of
26 the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 32).

27 Here, the requested attorneys’ fees of thirty-five percent (35%) of the Gross Settlement Amount,
28 i.e., Two Hundred Fifteen Thousand Two Hundred Fifty Dollars (\$215,250), will be disclosed to Class

Members in the proposed Class Notice. (Blanchard Decl., ¶ 51; Settlement Agreement, ¶ 12). The requested fee is consistent with the common fund obtained and is not opposed by Defendant. (Blanchard Decl., ¶ 49; Settlement Agreement, ¶ 12). The Motion for Final Approval will provide further detail regarding the legal services performed, the time incurred, Class Counsel's hourly rates, and the litigation costs for which reimbursement is sought. (Blanchard Decl., ¶ 51). Class Counsel also seeks reimbursement of actual litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000). (Blanchard Decl., ¶ 49; Settlement Agreement, ¶ 12). Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members. (Settlement Agreement, ¶ 12).

**IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS
MEETS DUE PROCESS REQUIREMENTS**

The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members. (*Id.*, Exh. A). The Class Notice will include information regarding the nature of the Action, a summary of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the Class Settlement and to dispute Workweeks and/or Pay Periods, and the date of the Final Approval Hearing. (*Ibid.*). The Class Notice will list each Class Member's total Workweeks and their estimated Individual Settlement Share and each PAGA Employee's total Pay Periods and their estimated Individual PAGA Payment. (*Ibid.*).

Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with the Class List. (Settlement Agreement, ¶ 26). The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will contain, for each Class Member, the Class Member's full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods. (Settlement Agreement, ¶ 9.d). Within ten (10) business days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish to all Class Members

1 via First-Class U.S. Mail, using the most current known mailing addresses identified by the Settlement
2 Administrator. (Settlement Agreement, ¶ 27.a). The Parties have agreed to use Apex as the Settlement
3 Administrator, subject to Court approval. (Blanchard Decl., ¶ 52).

4 In determining whether to approve a settlement of a class action, a trial court has virtually
5 complete discretion as to the manner of giving notice to class members, and review on appeal is governed
6 by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380
7 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which
8 would result in a higher likelihood of actual notice. (Blanchard Decl., ¶ 53). The original source of the
9 mailing addresses is from Class Members, who provided the information to Defendant. (Ibid).

10 Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice
11 by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute
12 (“Response Deadline”), unless the forty-fifth day falls on a Sunday or federal holiday, in which case the
13 Response Deadline will be extended to the next business day. (Settlement Agreement, ¶ 9.jj).

14 Any Class Notice returned to the Settlement Administrator as undeliverable on or before the
15 Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed
16 thereto, and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice.
17 (Settlement Agreement, ¶ 27.b). If no forwarding address is provided, the Settlement Administrator will
18 promptly attempt to determine the correct address using a skip-trace or other search, using the name,
19 address, and/or Social Security number of the Class Member, and perform a single re-mailing within five
20 (5) calendar days. (Settlement Agreement, ¶ 27.b).

21 Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods
22 credited to them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute
23 to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (Settlement
24 Agreement, ¶ 28). A Dispute must: (a) contain the case name and number of the Action; (b) contain the
25 Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class
26 Member’s Social Security number; (c) clearly state that the Class Member disputes the number of
27 Workweeks and/or Pay Periods credited to the Class Member and state what the Class Member contends
28 is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address,

1 postmarked on or before the Response Deadline. (Settlement Agreement, ¶ 9.j).

2 Any Class Member wishing to be excluded from the Class Settlement must submit a timely and
3 valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the
4 Response Deadline. (Settlement Agreement, ¶ 29). A Request for Exclusion must: (a) contain the case
5 name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone
6 number, and last four (4) digits of the Class Member's Social Security number; (c) clearly state that the
7 Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
8 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.
9 (Settlement Agreement, ¶ 9.ii). Notwithstanding the above, all PAGA Employees will be bound by the
10 PAGA Settlement and will be issued their Individual PAGA Payment, regardless of whether they submit
11 a Request for Exclusion. (Settlement Agreement, ¶ 29).

12 To object to the Class Settlement, Settlement Class Members must submit a timely and complete
13 Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response
14 Deadline. (Settlement Agreement, ¶ 30). A Notice of Objection must: (a) contain the case name and
15 number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the
16 last four (4) digits of the objector's Social Security number; (c) contain a written statement of all grounds
17 for the objection accompanied by any legal support for such objection; (d) contain copies of any papers,
18 briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement
19 Administrator at the specified address, postmarked on or before the Response Deadline. (Settlement
20 Agreement, ¶ 9.w). Settlement Class Members, individually or through counsel, may also present their
21 objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of
22 Objection. (Settlement Agreement, ¶ 30).

23 X. CONCLUSION

24 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
25 Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

26 Respectfully submitted,

27 Dated: September 23, 2026

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