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

STEPHENIE TORRES, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

PREVOST CAR (US) INC., a Delaware
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 25CV124802

Assigned for All Purposes to:
Honorable Patrick McKinney
Department 18

CLASS ACTION

**NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Reservation ID: 613425758510]

[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of Proposed Class
Representative (Stephenie Torres);
Declaration of Jodey Lawrence; Declaration
of Kevin Clune; [Proposed] Order filed
concurrently herewith]

Hearing Date: October 21, 2026
Hearing Time: 1:30 p.m.
Hearing Place: Department 18

Complaint Filed: May 29, 2025
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on October 21, 2026, at 1:30 p.m., or as soon as the matter
2 may be heard, before the Honorable Patrick McKinney in Department 18 of the Alameda County
3 Superior Court located at 1225 Fallon Street, Oakland, California 94612, Plaintiff Stephenie
4 Torres (“Plaintiff”) will and hereby does move for an order:

- 5 • Granting Preliminary Approval of the proposed class action settlement described
6 herein and as set forth in the Class Action and PAGA Settlement Agreement
7 (“Settlement Agreement,” “Settlement,” or “Agreement”) entered between
8 Plaintiff and Defendant Prevost Car (US) Inc. (“Defendant”), attached as **Exhibit**
9 **2** to the Declaration of Douglas Han;
- 10 • Approving the Court Approved Notice of Class Action and PAGA Settlement and
11 Hearing Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to
12 the Settlement Agreement;
- 13 • Directing the mailing of the Class Notice with a postage-paid return envelope to
14 the Class Members;
- 15 • Approving Phoenix Class Action Administration Solutions as the Administrator;
- 16 • Approving the deadlines for the notice and settlement administration process;
- 17 • Conditionally certifying the Class for settlement purposes only;
- 18 • Appointing Justice Law Corporation as Class Counsel;
- 19 • Appointing Plaintiff as the class representative;
- 20 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
21 Agreement, at which time the Court will also consider whether to grant Final
22 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
23 Litigation Expenses Payment, Class Representative Service Payment,
24 Administration Expenses Payment, and Private Attorneys General Act of 2004
25 (“PAGA”) Penalties.

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1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); Declaration of Proposed Class
3 Representative (Stephenie Torres); Declaration of Jodey Lawrence; Declaration of Kevin Clune;
4 [Proposed] Order filed concurrently with this motion; pleadings and other records on file with the
5 Court in this matter; and such documentary evidence and oral argument as may be presented.

6
7 Dated: September 24, 2026

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
Attorneys for Plaintiff

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary wage-and-hour class action
3 settlement by Plaintiff on behalf of Plaintiff and all current and former hourly-paid or non-exempt
4 employees of Defendant within the State of California at any time during the period from May
5 29, 2021, through October 21, 2026, excluding individuals who previously settled or released any
6 of the claims covered by this Settlement, or any person who previously was paid or received
7 awards through civil or administrative actions for the claims covered by this Settlement (“Class,”
8 “Class Members,” and “Class Period”). At the time of mediation (June 8, 2026), the estimated
9 number of Class Members that was confirmed by Defendant was sixty-three (63). (Declaration of
10 Douglas Han in Support of Motion for Preliminary Approval of Class Action Settlement (“Han
11 Decl.”), ¶¶ 8, 9.)

12 **II. BACKGROUND**

13 On March 18, 2025, Plaintiff provided a written notice to the California Labor and
14 Workforce Development Agency (“LWDA”) and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit
15 3.)

16 On May 29, 2025, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
17 Court of California, County of Alameda, alleging nine (9) causes of action. (Han Decl., *supra*, at
18 ¶ 11; Exhibit 4.)

19 After engaging in discovery, investigations, and negotiation, on June 8, 2026, the Parties
20 attended mediation with the mediator Honorable Daniel Buckley (Ret.) that eventually resulted
21 in the settlement of this matter. (Han Decl., *supra*, at ¶ 12.)

22 **III. INVESTIGATION/ LITIGATION HISTORY**

23 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

24 After initiating this matter, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 14.)
25 Plaintiff drafted and propounded special interrogatories and requests for production of
26 documents. (*Ibid.*) The Parties then met and conferred, agreed to engage in the informal exchange
27 of information, and eventually agreed to attend mediation. (*Ibid.*)

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1 Defendant produced documents relating to its policies, practices, and procedures. (Han
2 Decl., *supra*, at ¶ 15.) As part of Defendant’s production, Class Counsel reviewed a sampling of
3 time and pay records and information relating to the size and scope of the Class. (*Ibid.*) Putative
4 class members were also located and interviewed to obtain a better understanding of the alleged
5 day-to-day violations. (*Ibid.*)

6 Based upon the information provided by Defendant and interviews with putative class
7 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees
8 with legally mandated meal and rest breaks and pay applicable premium wages; (2) failed to pay
9 employees for all hours worked; (3) failed to factor non-discretionary bonuses into regular rate of
10 pay; (4) failed to reimburse employees for necessary business expenses; (5) failed to issue
11 compliant wage statements; and (6) failed to timely pay wages. (Han Decl., *supra*, at ¶¶ 17-24.)

12 **b. The Parties Were Able to Reach a Settlement**

13 **i. The Parties Attended Mediation Which Led to the Settlement**

14 The Parties attended mediation with an experienced wage-and-hour mediator. (Han Decl.,
15 *supra*, at ¶ 25.) Under the auspices of the mediator and after a full day of mediation, the Parties
16 reached a settlement, the terms of which were memorialized in the Settlement Agreement. (*Id.* at
17 ¶ 25; Exhibits 2, 5.)

18 **ii. The Settlement Was Reached as a Result of Arm’s-length Negotiations**

19 The Settlement Agreement was reached because of arm’s-length negotiations. (Han Decl.,
20 *supra*, at ¶ 28.) Though cordial and professional, the settlement negotiations have always been
21 adversarial and non-collusive in nature. (*Ibid.*)

22 Plaintiff and Class Counsel believe in the merits of their positions but recognize the
23 expense and length of additional proceedings necessary to continue the litigation. (Han Decl.,
24 *supra*, at ¶ 29.) Plaintiff and Class Counsel considered the uncertainty and risk of further
25 litigation, potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Plaintiff
26 and Class Counsel believe that the Settlement Agreement is fair, adequate, and reasonable and is
27 in the best interests of the Class Members. (*Ibid.*)

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1 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

2 The Parties investigated and evaluated the factual strengths and weaknesses of the claims
3 and defenses before reaching the Settlement Agreement and engaged in sufficient investigation,
4 research, and discovery. (Han Decl., *supra*, at ¶ 30.) The information produced permitted Class
5 Counsel to engage in an analysis of liability and potential damages. (*Ibid.*) This case has reached
6 the stage where the Parties understand “the strength of the case; the reasonableness of the
7 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
8 sufficient to support the reasonableness, adequacy, and fairness of the Settlement Agreement.
9 (Han Decl., *supra*, at ¶ 30; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

10 **c. Terms of the Settlement**

11 **i. Deductions from the Settlement**

12 The Parties agreed that (subject to the Court’s approval) this matter should be settled and
13 compromised for the non-reversionary total sum of \$495,000 (“Gross Settlement Amount”)
14 which includes the: (1) Class Counsel Fees Payment of up to \$173,250 (35% of the Gross
15 Settlement Amount); (2) Class Counsel Litigation Expenses Payment of up to \$20,000; (3) Class
16 Representative Service Payment of up to \$10,000; (4) Administration Expenses Payment of up to
17 \$10,000; and (5) PAGA Penalties of up to \$30,000. (Han Decl., *supra*, at ¶ 26.)

18 **ii. Calculation of Settlement Payments**

19 After deducting the above-mentioned payments from the Gross Settlement Amount, it is
20 estimated that \$251,750 (“Net Settlement Amount”) will be distributed to the Participating Class
21 Members, resulting in a gross *average* Individual Class Payment of \$3,996.03. (Han Decl., *supra*,
22 at ¶ 27.)

23 The Administrator will calculate and disburse the Individual Class Payments using the
24 formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at §
25 C(2)(e).) The Administrator will also calculate and disburse the Individual PAGA Payments using
26 the formula set forth in the Settlement Agreement. (*Id.* at § C(2)(d).)

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1 **iii. The Allocation of 30% to Wages and 70% to Interest and Penalties Is**
2 **Justified Under the Claims of this Action**

3 The Individual Class Payments will be allocated as follows: (1) thirty percent (30%) to
4 the settlement of wage claims; and (2) seventy percent (70%) to the settlement of claims for
5 interest and penalties. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § C(2)(e).)

6 The allocation of wages, interest, and penalties indicated above was based on the realistic
7 exposure that Plaintiff could expect to receive for meal and rest break premiums and unpaid and
8 underpaid wages if the case went to trial. (Han Decl., *supra*, at ¶ 49.) Plaintiff added the realistic
9 exposure for rest break premiums and meal break premiums ($\$31,819.27 + \$116,830.80 =$
10 $\$148,650.07$). (*Ibid.*) Plaintiff then added the $\$151,789.64$ to the low-end realistic exposure for
11 unpaid wages due to off-the-clock work and underpaid sick leave due to the regular rate issue
12 ($\$148,650.07 + \$62,481.80 + \$6,800.33 = \$217,932.20$). (*Ibid.*) The realistic exposure of
13 $\$217,932.20$ that Plaintiff can expect to receive if Plaintiff were to prevail at trial for meal and
14 rest break premiums, low-end unpaid wages due to off-the-clock work, and underpaid sick leave
15 due to the regular rate issue represents about thirty-two percent (31.86%) of the low-end total
16 realistic exposure and PAGA penalties ($\$217,932.20 \div \$684,052.84 = 0.31859 \times 100 = 31.86\%$).
17 (*Ibid.*) Since this represents thirty percent (30%) of wages, allocating thirty percent (30%) for the
18 settlement of wage claims and seventy percent (70%) for the settlement of claims for interest and
19 penalties is appropriate. (*Ibid.*)

20 **iv. Notice to the Class**

21 No later than fourteen (14) calendar days after the Court grants Preliminary Approval,
22 Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 25; Exhibit 2,
23 *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the
24 Administrator will send the Class Notice with a translation to all the Class Members identified in
25 the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

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1 **v. Distribution of Funds**

2 The Gross Settlement Amount and settlement payments to be made will be funded and
3 disbursed in the manner and timeline and time set forth in the Settlement Agreement. (Han Decl.,
4 *supra*, at ¶ 25; Exhibit 2, *supra*, at §§ D(2), D(3).)

5 The Participating Class Members and Aggrieved Employees must cash in their settlement
6 checks within one hundred twenty (120) calendar days after the date of their mailing. (Han Decl.,
7 *supra*, at ¶ 25; Exhibit 2, *supra*, at §§ D(3)(a), D(3)(c).) The uncashed settlement checks will be
8 canceled after the void date and transmitted to the *cy pres* recipient Legal Aid At Work. (*Ibid.*)
9 The Parties have no connection to or relationship with the *cy pres* recipient Legal Aid At Work
10 that would create the appearance of impropriety.

11 **vi. Release of Claims**

12 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
13 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the
14 Participating Class Members, on behalf of themselves and their former and present
15 representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns,
16 release the Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 25; Exhibit
17 2, *supra*, at § E(2).)

18 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
19 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
20 as an agent and proxy of the State of California, and State of California itself (including the
21 LWDA) are deemed to release the Released Parties from the Released PAGA Claims. (Han Decl.,
22 *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(3).)

23 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
24 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff
25 and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns generally release and discharge the Released Parties from
27 the Plaintiff's Release. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(1).) Furthermore,
28 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section

1542 of the Civil Code. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(1).)

Regarding class action releases, “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.” (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case is acceptable because it is limited to the scope of the allegations in the operative complaint. Moreover, the released claims are “based on the identical factual predicate as that underlying the claims in the settled class action.” (Ibid.) In other words, the released claims do not “go beyond the scope of the allegations in the operative complaint” (Ibid.)

d. Counsel for Both Parties Are Experienced in Similar Litigation

The Parties’ counsel are experienced in wage-and-hour, employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations. (Ibid.) Class Counsel’s experience guided their determination to endorse the Settlement Agreement.¹ (Ibid.)

IV. ARGUMENT

a. Class Action Settlements Are Subject to Court Review

Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement.” (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary approval of class settlements:

- (a) A settlement or compromise of an entire class action, or a cause of action in a class action, or as to a party, requires the approval of the court after hearing.

¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Class Notice has been mailed to the Class Members, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval of Class Action Settlement.

² The California Supreme Court authorized California’s trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties cite Federal Rule 23 and federal case law in addition to California law.

1 (c) Any party to a settlement agreement may serve and file a written notice of
2 motion for preliminary approval of the settlement. The settlement
3 agreement and proposed notice to class members must be filed with the
4 motion, and the proposed order must be lodged with the motion.

5 Courts have discretion to approve settlements that are fair, not collusive, and consider “all
6 the normal perils of litigation as well as the additional uncertainties inherent in complex class
7 actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
8 *nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

9 **b. The Settlement Is a Reasonable Compromise of Claims**

10 Understanding the sum in controversy is an important factor in if the settlement “of the
11 class members’ claims is reasonable in light of the strengths and weaknesses of the claims and
12 the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
13 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th
14 399, 409.) The most important factor is “the strength of the case for plaintiffs on the merits,
15 balanced against the amount offered in settlement.” (*Kullar*, at p. 130; *Munoz*, at p. 409.)

16 *Kullar’s* instructions the court are not to “decide the merits of the case or to substitute its
17 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*
18 *Retail, Inc., supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require an explicit statement of the
19 maximum amount the class could recover if plaintiff prevailed on all his claims, provided there
20 is a record allowing ““an understanding of the amount that is in controversy and the realistic range
21 of outcomes of the litigation.”” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, supra*, 186
22 Cal.App.4th at p. 409.) In other words, “as the court does when it approves a settlement as in
23 good faith under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the
24 class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

25 **i. The Gross Settlement Amount of \$495,000 Is Fair and Reasonable**

26 As discussed in Section III above, Class Counsel's investigation and the data produced
27 allowed for a proper analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 30.)

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1 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
2 provide meal and rest breaks and pay premium wages; (3) failure to pay minimum wages; (4)
3 failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to
4 reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions
5 Code section 17200. (Han Decl., *supra*, at ¶ 31.) Defendant vehemently denies the theories of
6 liability. (*Id.* at ¶ 32.)

7 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
8 to certification are present. (Han Decl., *supra*, at ¶ 33.) As the California Supreme Court ruled in
9 *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is a matter
10 of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores, Inc.* have
11 reached different conclusions regarding certification of wage-and-hour claims.³ (*Ibid.*)

12 **ii. The PAGA Penalties of \$30,000 Is Reasonable**

13 The provisions of the Labor Code potentially triggering the PAGA penalties include, but
14 are not limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7,
15 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han
16 Decl., *supra*, at ¶ 42.) Defendant asserted that, regardless of the results of the underlying causes
17 of action, the PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*)
18 Defendant maintained that it had a strong argument that it would be unjust to award the maximum
19 PAGA penalties given the state of the law. (Han Decl., *supra*, at ¶ 42; *Thurman v. Bayshore*
20 *Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)
21 Under a more conservative approach and when limited to the initial violation, the PAGA penalties
22 could be about **\$4,900** (49 employees x \$100 initial violation) on the low-end and around **\$34,300**
23 (49 employees x \$100 initial violation x 7 theories of recovery) on the high-end. (Han Decl.,
24 *supra*, at ¶¶ 43-46.)

25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2*
(2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006)
141 Cal.App.4th 1422 [affirming denial of certification].)

1 Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*,
2 at ¶ 47.) Many of the causes of action brought were duplicative of the statutory claims. (*Ibid.*)
3 The maximum penalties for each pay period are likely not justified, and it was arguable that the
4 Court would award the maximum penalties. (*Ibid.*) Thus, allocating \$30,000 to the PAGA
5 penalties was reasonable given that Defendant is paying an additional \$465,000 in the class
6 settlement. (*Ibid.*) When the PAGA penalties are negotiated in good faith and “there is no
7 indication that [the] amount was the result of self-interest at the expense of other Class Members,”
8 such amounts are generally considered reasonable.⁴ (Han Decl., *supra*, at ¶ 47.)

9 **c. Discount Analysis Justifies the Settlement**

10 Assuming certification and prevailing at trial and excluding the civil penalties, which
11 could be completely discretionary, the total estimated potential exposure could be about
12 **\$1,852,327.57** on the low-end and around **\$2,008,532.07** on the high-end. (Han Decl., *supra*, at ¶
13 48.)

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27 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009
28 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims”.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$265,160.56	70%	60%	\$31,819.27
Meal Break Premiums	\$730,192.50	60%	60%	\$116,830.80
Overtime/Minimum Wage: Off-the-Clock Work	\$312,409 to \$468,613.50	60%	50%	\$62,481.80 to \$93,722.70
Regular Rate	\$19,429.51	30%	50%	\$6,800.33
Unreimbursed Business Expenses	\$66,384	20%	70%	\$15,932.16
Wage Statement Penalty	\$196,000	30%	30%	\$96,040
Waiting Time Penalty	\$262,752	30%	30%	\$128,748.48
MAXIMUM TOTAL EXPOSURE	\$1,852,327.57 to \$2,008,532.07⁵			\$458,652.84 to \$489,893.74⁶

Based on this analysis, the realistic recovery for this case could be about **\$458,652.84** on the low-end and around **\$489,893.74** on the high-end. (Han Decl., *supra*, at ¶ 57.) The Gross Settlement Amount is about twenty-four percent (24.64%) of the maximum potential exposure and one hundred one percent (101.04%) of the realistic exposure at trial. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators”).) Nevertheless, the Settlement Agreement provides a reasonable recovery for the Class Members.

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⁵ (Han Decl., *supra*, at ¶¶ 34-41.)

⁶ (*Id.* at ¶¶ 50-56.)

1 **d. Conditional Certification of the Class Is Appropriate**

2 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one
3 of a common or general interest, of many persons, or when the parties are numerous, and it is
4 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
5 *supra*, 34 Cal.4th at p. 326.) The California courts will certify class actions where the plaintiff
6 identifies “both [1] an ascertainable class and [2] a well-defined community of interest among
7 class members.” (*Ibid.*)

8 The Class is ascertainable and numerous as to make it impracticable to join all the Class
9 Members, and there are common questions of law and fact amongst the Class Members. (Han
10 Decl., *supra*, at ¶ 58.) Plaintiff contends that, as a former hourly-paid, non-exempt employee of
11 Defendant, Plaintiff’s claims are typical of the claims of the Class Members, and Class Counsel
12 will fairly and adequately protect the interests of the Class Members. (*Ibid.*) Plaintiff also asserts
13 that the prosecution of separate actions by individual Class Members would create the risk of
14 inconsistent or varying adjudications. (*Ibid.*)

15 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

16 “Ascertainability is required in order to give notice to putative class members as to whom
17 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
18 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
19 by describing a set of common characteristics sufficient to allow a member of that group to
20 identify himself or herself as having a right to recover based on the description.” (*Bartold v.*
21 *Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be
22 sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

23 This case involves about sixty-three (63) Class Members, meaning that the Class is
24 sufficiently numerous. (Han Decl., *supra*, at ¶ 59.) The Class Members will be identified by
25 Defendant to the Administrator through a review of Defendant’s employment records. (*Ibid.*)

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1 **ii. The Class Members Share a Well-defined Community of Interest**

2 The community of interest requirement “embodies three factors: (1) predominant common
3 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
4 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
5 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
6 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
7 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692.) The
8 courts focus on the defendant’s internal policies and “pattern and practice . . . in order to assess
9 whether that common behavior toward similarly situated plaintiffs renders class certification
10 appropriate.” (*Ibid.*)

11 **1. Common Issues Predominate**

12 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
13 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
14 *Department of Developmental Services, supra*, 155 Cal.App.4th at p. 690.) Courts determine
15 whether the elements necessary to establish liability are susceptible to common proof, even if the
16 class members must individually prove their damages. (*Brinker Restaurant Corp. v. Superior*
17 *Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class
18 certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC*
19 *Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS
20 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.*
21 (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court
22 certified class of dancers on state law claims].)

23 Plaintiff asserts common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 60.) Plaintiff contends that all persons employed by Defendant as
25 hourly-paid or non-exempt employees in California during the Class Period were subject to the
26 same or similar policies, practices, and procedures described in detail above. (*Ibid.*)

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1 **2. Plaintiff's Claims Are Typical of the Class Claims**

2 Typical claims rely on legal theories and facts that are substantially like those of other
3 class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

4 Plaintiff is a former hourly-paid, non-exempt employee of Defendant and alleges that
5 Plaintiff and Class Members were employed by the same company and injured by Defendant's
6 common policies, practices, and procedures related to the claims described above. (Han Decl.,
7 *supra*, at ¶ 61.) Plaintiff seeks relief for these claims and derivative claims on behalf of all the
8 Class Members. (*Ibid.*) Thus, the claims arise from the same employment practices and are based
9 on the same legal theories as those applicable to the Class Members. (*Ibid.*)

10 **3. Plaintiff Is Adequate to Represent the Class**

11 Plaintiff has proven to be an adequate representative. (Han Decl., *supra*, at ¶ 62.) Plaintiff
12 has conducted himself diligently and responsibly in representing the Class, understands
13 Plaintiff's fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*)
14 Furthermore, Plaintiff has no interests adverse to the interests of the Class Members. (*Ibid.*)

15 **4. Class Action Is Superior for the Fair and Efficient**
16 **Adjudication of this Controversy**

17 A class action is superior to other available means for the fair and efficient adjudication
18 of this controversy. Plaintiff contends that the joinder of all the Class Members is impractical and
19 that class treatment will permit many similarly situated persons to prosecute their common claims
20 for settlement purposes simultaneously in a single forum without the duplication of effort and
21 expense. Because some Class Members are current employees, Plaintiff believes that the fear of
22 retaliation further supports the superiority of class-wide relief as this fear deters legal redress.

23 **e. The Settlement Is Fair, Reasonable, and Adequate**

24 In deciding to approve a proposed class action settlement under Code of Civil Procedure
25 section 382, the Court must find the proposed settlement is "fair, adequate and reasonable." (*Dunk*
26 *v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement is
27 presumed fair under the following circumstances: (1) parties reached settlement after arm's-
28 length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court

1 to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors
2 is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) These elements are present.

3 **f. Notice to Class Members Complies with Rules of Court, Rule 3.769(f)**

4 Rules of Court, rule 3.769(f), provides:

5 If the court has certified the action as a class action, notice of the final approval
6 hearing must be given to class members in the manner specified by the court. The
7 notice must contain an explanation of the proposed settlement and procedures for
8 class members to follow in filing written objections to it and in arranging to appear
at the settlement hearing and state any objections to the proposed settlement.

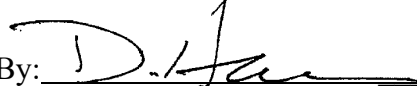
9 The Class Notice meets all these requirements. The Class Notice advises the Class
10 Members of their right to participate in the Settlement; how and when to object to or request
11 exclusion from the Settlement; and the date, time, and location of the Final Approval Hearing.

12 **V. CONCLUSION**

13 Plaintiff submits the Settlement is in the best interests of the Class. Under the applicable
14 class action criteria and guidelines, the Settlement should be preliminarily approved, Class should
15 be conditionally certified for settlement purposes, and Class Notice should be approved.

16
17 Dated: September 24, 2026

JUSTICE LAW CORPORATION

18 By: 

19 Douglas Han
20 *Attorneys for Plaintiff*



Court Reservation Receipt

Reservation

Reservation ID: 613425758510	Status: RESERVED
Reservation Type: Motion re: (Motion for Preliminary Approval)	Number of Motions: 1
Case Number: 25CV124802	Case Title: TORRES vs PREVOST CAR (US) INC., A DELAWARE CORPORATION
Filing Party: Stephenie Torres (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 18
Date/Time: September 23rd 2026, 1:30PM	Confirmation Code: CR-MA4JHW37RSX5SKQHM

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount: \$1.00	Type: Visa
Account Number: XXXX7914	Authorization: 06917G
Payment Date: 2026-06-26	

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mhong@justicelawcorp.com

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

on interested parties in this action by electronically submitting as follows:

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 24, 2026, at Pasadena, California.

Mandy Hon

Mandy Hong