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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

NICKY JAMES MALDONADO,
individually, and on behalf of other members
of the general public similarly situated;
EDITH ROJAS, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

MARAVILLA FOUNDATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV10424

Honorable William F. Highberger
Department 10

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Brian J. St. John); Declaration of
Proposed Class Representatives (Nicky
James Maldonado); Proposed PAGA
Representative (Edith Rojas); and
[Proposed] Order filed concurrently
herewith]

Date: April 1, 2026
Time: 11:30 a.m.
Department: 10

Complaint Filed: May 9, 2023
FAC Filed: June 12, 2025
Trial Date: None Set

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

PLEASE TAKE NOTICE that on April 1, 2026, at 11:30 a.m. or as soon thereafter as the matter may be heard before the Honorable William F. Highberger in Department 10 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Nicky James Maldonado (“Plaintiff Maldonado” or “Class Representative”) and Plaintiff Edith Rojas (“Plaintiff Rojas” or “PAGA Representative”) will, and hereby do, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 1**” to the Declaration of Brian J. St. John in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiff Nicky James Maldonado as Class Representative;
- Appointing Plaintiff Edith Rojas as PAGA Representative;
- Appointing Joanna Ghosh, Brian St. John, and Erica Stepanian of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), attached as “**EXHIBIT A**” to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving ILYM Group, Inc. as the Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

1 This motion is based upon the following memorandum of points and authorities, the
2 Settlement Agreement, the Declaration of Proposed Class Counsel (Brian J. St. John), Proposed
3 Class Representative (Nicky James Maldonado) and Proposed PAGA Representative (Edith
4 Rojas) in support thereof, as well as the pleadings and other records on file with the Court in this
5 matter, and such evidence and oral argument as may be presented at the hearing on this motion.

6
7 Dated: January 22, 2026

LAWYERS for JUSTICE, PC

8
9 By: 

10 Brian J. St. John
11 Erica Stepanian
12 *Attorneys for Plaintiff*
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Nicky James Maldonado (“Plaintiff Maldonado” or “Class Representative”) and Edith Rojas (“Plaintiff Rojas” or “PAGA Representative”) (collectively, “Plaintiffs”) seek preliminary approval of the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Maravilla Foundation (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiffs and Defendant (collectively, the “Parties”) have agreed to settle the lawsuits for a Total Settlement Amount of \$600,000.00.¹

Plaintiffs also seek to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

All current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Release Period. (“Settlement Class” or “Settlement Class Members”).²

Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Participating Class Member”) will receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”). The net payment of each Settlement Class Member’s Individual Settlement Share (“Individual Settlement Payment”) will be distributed to Settlement Class Members on a *pro rata* basis based upon any week during which a Settlement Class Member worked for Defendant, during the Class Release Period (“Workweeks”).³

The Settlement, upon final approval by the Court and funding of the Total Settlement Amount, will operate to resolve the Released Class Claims of Plaintiff Maldonado and

¹ Settlement Agreement, attached as “EXHIBIT 1” to Declaration of Brian J. St. John (“St. John Decl.”), ¶ 42. Based on its records, Defendant represents there are 33,993 workweeks as of March 19, 2025. If the number of workweeks worked by class members during the Class Period exceeds 37, 392 (i.e., 10% more than the number of estimated workweeks as of March 19, 2025, then, at Defendant’s option, the settlement will either increase by 1% over the 10% threshold, or the Class Period and PAGA Period, respectively, will end on the date the number of workweeks equals 37, 392 (and such date shall be referred to as the “Alternate End Date”). *See id.*, ¶ 52.

² *Id.*, ¶ 41. “Class Period” or “Class Release Period” is defined as the time period from May 9, 2019 through either (a) April 18, 2025, or (b) if applicable, the Alternative End Date. Defendant has elected the Alternate End date agreed to in the Mediator’s Proposal by the Parties to define the Class Period and PAGA period, respectively, as ending on the date the number of work weeks equals 37,392. *See id.*, ¶ 6.

³ Settlement Agreement, ¶¶ 17, 18, 32, and 43.

Participating Class Members, and the Released PAGA Claims of Plaintiff Rojas and the State of California.⁴

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant provides household services and utility assistance to qualifying families throughout Los Angeles County. Defendant has multiple locations throughout Los Angeles County and is headquartered in Commerce, California. Plaintiffs are a former employees of Defendant.

On May 9, 2023, Plaintiff Maldonado commenced the above-captioned lawsuit by filing the Class Action Complaint for Damages in the Superior Court for the County of Los Angeles (the “Class Action”).⁵

On June 20, 2023, Defendant Maravilla Foundation (“Defendant”) filed its Answer to Plaintiff Maldonado’s Class Action Complaint for Damages in the Class Action.⁶

On March 14, 2025, Plaintiff Rojas provided written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and the employer of the specific provisions of the California Labor Code that were alleged to be violated, including the facts and theories to support the alleged violations (the “PAGA Notice”).⁷ Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice.

On June 30, 2025, Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, Et Seq. (“First Amended Complaint”), thereby adding Edith Rojas as an additional Plaintiff and adding a claim for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq. (“PAGA”), on behalf of the State of California in connection with Plaintiff Rojas and aggrieved employees.⁸ Plaintiffs’ core allegations are that Defendant has violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by

⁴ *Id.*, at ¶¶ 34 and 35. See *id.* at ¶ 34 for the full scope of the “Released Class Claims” *id.* at ¶ 35 for the full scope of the “Released PAGA Claims,” and *id.* at ¶ 36 for the definition of the “Released Parties.”

⁵ St. John Decl., ¶ 2.

⁶ *Id.*, ¶ 3.

⁷ *Id.*, ¶ 4, Exh. 2.

⁸ St. John Decl., ¶ 5.

engaging in a uniform practice and procedure, with respect to Plaintiffs, Class Members, and Aggrieved Employees of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff contends that he, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.⁹

The Parties have actively litigated the Action since the Class Action commenced on May 9, 2023. On September 10, 2024 and March 19, 2025, the Parties participated in arm's-length and informed negotiations with Mediator Jeffrey Fuchsman, Esq. ("Mediator"), a respected mediator of complex wage and hour actions.¹⁰ With the aid of the mediator, the Parties reached the Settlement described herein to resolve the Action in its entirety.¹¹

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Total Settlement Amount of \$600,000.00 to resolve the Actions.¹² Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) attorneys' fees in an amount not to exceed 1/3 of the Total Settlement Amount (i.e., \$200,000.00 if the Total Settlement Amount remains \$600,000.00) and litigation costs and expenses in an amount not to exceed \$20,000.00 ("Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment") to Class Counsel; (2) Administration Expenses Payment, which are currently estimated not to exceed \$8,500.00 to the Administrator

⁹ *Id.*, ¶ 30.

¹⁰ *Id.*, ¶ 23.

¹¹ St. John Decl., ¶ 24.

¹² Settlement Agreement, ¶¶ 41 and 53.

1 (“Administration Expenses Payment”); (3) PAGA Penalties of \$75,000.00 (“PAGA Penalty
2 Amount”); (4) payments in the amount of up to \$7,500.00 to Plaintiff Maldonado (“Class
3 Representative Enhancement Payment”); and (5) payments in the amount of up to \$7,500.00 to
4 Plaintiff Rojas (“PAGA Representative Enhancement Payment”).¹³ The Parties have agreed to
5 retain ILYM Group, Inc. (“ILYM” or “Administrator”) to handle the notice and settlement
6 administration process.¹⁴

7 The Parties have agreed that the Administrator will determine each Participating Class
8 Member’s share of the available Net Settlement Amount (“Individual Settlement Share”), in
9 accordance with the Settlement Agreement on a *pro rata* per Workweeks basis, which will be
10 adjusted after Final Approval to reflect the total Workweeks worked by each Participating Class
11 Member.¹⁵ The Parties have agreed that the Administrator will determine each Aggrieved
12 Employee’s *pro rata* share of the 35% share of the PAGA Penalty Amount, in accordance with
13 the Settlement Agreement on a *pro rata* per Workweek basis.¹⁶

14 The Parties agree, for purposes of this Settlement, that Individual Settlement Shares will
15 be allocated 20% to wages subject to withholdings and 80% to interest, penalties, and non-wage
16 damages.¹⁷ The Administrator will withhold the employee’s share of taxes and withholdings
17 with respect to the wages portion of the Individual Settlement Share, and issue checks to
18 Participating Class Members for their Individual Settlement Payments. Each Individual PAGA
19 Payment will be allocated as 100% penalties and will not be subjected to withholdings.¹⁸ The
20 Administrator shall also remit the employer taxes to the appropriate taxing authorities.¹⁹

21 The face of each Individual Settlement Payment and Individual PAGA Payment shall
22 prominently state the date (not less than 180 days after the date of mailing) when the check will

23
24 ¹³ *Id.*, ¶¶ 29, 54, 55, 56, and 57. Although the Settlement Agreement provides for Class Counsel to apply for
attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount, Class Counsel only
seeks an award of one-third (1/3) of the Total Settlement Amount (i.e., \$200,000.00 if the Total Settlement Amount
remains \$600,000.00).

25 ¹⁴ *Id.*, ¶ 39.

26 ¹⁵ *Id.*, ¶ 58(a).

27 ¹⁶ *Id.*, ¶ 58(b).

28 ¹⁷ Settlement Agreement, ¶ 59.

¹⁸ *Ibid.*

¹⁹ *Ibid.*

1 be voided.²⁰ For any leftover funds represented by canceled Individual Settlement Payment and
2 Individual PAGA Payment checks, the Administrator shall transmit the funds to the California
3 Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or
4 Aggrieved Employee thereby leaving no "non residue" subject to the requirements of California
5 Code of Civil Procedure Section 384, subd.(b).²¹

6 Settlement Class Members who wish to exclude themselves (opt-out of) from the Class
7 Settlement must send the Administrator, mail, a signed written Request for Exclusion no later
8 than the sixty (60) after the Administrator mails the Class Notice to Class Members and PAGA
9 Members ("Response Deadline") (plus an additional 15 days for Settlement Class Members
10 whose Class Notice is re-mailed).²² All PAGA Members are bound to the PAGA Settlement and
11 will still be issued an Individual PAGA Payment, regardless of whether they seek exclusion from
12 the Class Settlement.²³

13 Only Participating Class Members may object to the Class Settlement and/or this
14 Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the
15 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment Class Representative
16 Enhancement Payment and/or PAGA Representative Enhancement Payment.²⁴ Class Members
17 may not object to the PAGA Settlement.²⁵ Participating Class Members may also appear in Court
18 (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
19 Hearing, regardless of whether they have submitted a written Notice of Objection.²⁶

20 Each Class Member shall have until the Response Deadline (plus an additional
21 fifteen(15) days for Class Members whose Class Notice is re-mailed) to challenge the number of
22 Workweeks and/or Pay Periods (if any) allocated to the Class Member in the Class Notice.²⁷

24 ²⁰ *Id.*, ¶ 79.

25 ²¹ *Ibid.*

26 ²² *Id.*, ¶¶ 37, 38, and 73.

27 ²³ *Id.*, ¶ 73(a).

28 ²⁴ *Id.*, ¶ 73(c).

²⁵ Settlement Agreement, ¶ 73(a).

²⁶ *Id.*, ¶ 73(c).

²⁷ *Id.*, ¶¶ 38 and 76.

1 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION**
2 **SETTLEMENTS**

3 The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.*
4 (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action
5 settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later
6 detailed review after the period during which notice is distributed to class members for their
7 comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002).
8 Preliminary approval of a settlement does not require a court to make a final determination that
9 the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final
10 approval stage. Cal. R. Ct. 3.769(g).

11 In considering a potential class settlement, a court need not reach any ultimate
12 conclusions on the issues of fact and law which underlie the merits of the dispute and need not
13 engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495
14 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San*
15 *Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for
16 the trial court to grant provisional class certification and preliminary approval; the court may
17 grant such relief upon an informal application by the settling parties and may conduct any
18 necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

19 **V. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT**

20 The trial court has broad discretion to determine whether a proposed settlement is fair
21 under the circumstances of the case. *Dunk*, 48 Cal.App.4th at 1800. To make this fairness
22 determination, courts must consider several relevant factors, including “the strength of the
23 Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of
24 maintaining class action status through trial, the amount offered in settlement, the extent of
25 discovery completed and the stage of the proceedings, the experience and view of counsel, the
26 presence of a governmental participant, and the reaction of the class members to the proposed
27 settlement.” *Dunk*, 48 Cal.App.4th at 1801. “The list of factors is not exclusive and the court is
28 free to engage in a balancing and weighing of the factors depending on the circumstances of each

case.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give “proper deference to the private consensual decision of the parties.” *Hanlon*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. “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 is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

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

The Parties have actively litigated the Actions since the Class Action commenced on May 9, 2023. Both sides investigated the veracity, strength, and scope of the claims throughout the cases, and Class Counsel was actively preparing the matter for class certification and trial.²⁸ Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a large volume of documents and data from Plaintiff, Defendant, and other sources.²⁹ The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs’ and other Class Members’ employment records, a detailed sampling of Class Members’ time and pay data, Defendant’s Employee Handbook, company policy acknowledgements (including but not limited to Conflict of Interest/Ethics Policy Acknowledgement, Equipment & Tool Management Policy and Acknowledgement, Employee Handbook Acknowledgment Form, Dress Code Policy Acknowledgment, Drug and Alcohol Prevention Program Acknowledgment, Driver Fuel Policy Acknowledgment, Sick Leave Policy Update, Attendance Controle Policy Acknowledgment, Company Cell Phone Policy Acknowledgment), earning statements, internal memoranda, job descriptions, new hire

²⁸ St. John Decl., ¶¶ 22-25.

²⁹ *Id.*, ¶ 24.

1 packet/orientation checklist, Defendant's operations and employment practices, forms (including
2 but not limited to Release of Information Statement, Agreement to Disclosure and Release Re:
3 Employee Driving Records), procedures, and policies (including but not limited to Use of
4 Company Cell Phone Policy and Driver Fuel Policy), among other information and documents.³⁰
5 Class Counsel had the opportunity to interview Plaintiffs and others to gather facts and to
6 identify potential witnesses.³¹ In addition, Class Counsel has extensive experience in California
7 wage-and-hour class actions.³²

8 The Parties engaged in extensive settlement negotiations and participated in a full-day
9 mediation conducted by Jeffrey Fuchsman, Esq., a highly-respected and neutral mediator with
10 substantial class-action expertise.³³ The mediation session was successful permitting the Parties
11 to attend a second mediation session after production by Defendant of requested and agreed
12 financial records.³⁴ Prior to and during the mediation and settlement negotiations, the Parties
13 exchanged extensive information and engaged in discussions regarding their evaluations of the
14 cases and various aspects of the cases, including but not limited to, the risks and delays of further
15 litigation, including the risks of proceeding with class certification and/or representative
16 adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA
17 representative claims, and wage-and-hour enforcement; the evidence produced and analyzed; and
18 the possibility of appeals.³⁵ During all settlement discussions, the Parties conducted their
19 negotiations at arm's length in an adversarial position.³⁶ Arriving at a settlement that was
20 acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at
21 certification and at trial.³⁷ After conducting investigations, formal and informal discovery,
22 extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have
23

24 ³⁰ Ibid.

25 ³¹ Ibid.

26 ³² *Id.*, ¶ 17-21.

27 ³³ St. John Decl., ¶ 23.

28 ³⁴ Ibid.

³⁵ Ibid.

³⁶ Ibid.

³⁷ Ibid.

1 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs'
2 principal claims, as well as the costs and risks to both sides that would attend further litigation.³⁸

3 **B. The Settlement Is Fair, Reasonable, and Adequate.**

4 The Settlement represents a fair, adequate, and reasonable resolution of the matter.³⁹ The
5 Settlement was calculated using the information and data uncovered during litigation, case
6 investigation, and the formal and informal exchange of information.⁴⁰ The Settlement takes into
7 account the potential risks and rewards inherent in any case and, in particular, in the matter at
8 issue.⁴¹ Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement
9 represents a fair, reasonable, and adequate recovery for the Class.⁴²

10 Assuming that the Class Counsel Fees Payment, Class Counsel Litigation Expenses
11 Payment, Class Representative Enhancement Payment, PAGA Penalties, and Administration
12 Expenses Payment are approved by the Court and paid in the full amounts provided for by the
13 Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be
14 \$281,500.00.⁴³ Additionally, 35% of the PAGA Penalties, which is \$26,250.00 out of
15 \$75,000.00, will be distributed to the PAGA Members. The entire Net Settlement Amount will
16 be fully paid out to the Participating Class Members, in accordance with the Settlement
17 Agreement.

18 The amount of each Participating Class Member's Individual Settlement Share and each
19 PAGA Members Individual PAGA Payment will be calculated based on their Workweeks and/or
20 Pay Periods during the Class Period and PAGA Period, respectively.⁴⁴ "An allocation formula
21 need only have a reasonable, rational basis [to warrant approval], particularly if recommended by
22 experienced and competent class counsel." *In re American Bank Note Holographics, Inc.,*
23 *Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is

24
25 ³⁸ Ibid.

26 ³⁹ *Id.*, ¶¶ 22, 24, 26, and 33.

27 ⁴⁰ *Id.*, ¶¶ 22-24.

28 ⁴¹ *Id.*, ¶¶ 25-27.

⁴² *Id.*, ¶¶ 22, 24, and 32.

⁴³ St. John Decl., ¶ 9.

⁴⁴ Settlement Agreement, ¶¶ 58(a) and 58(b).

reasonably related to the number of Workweeks and/or Pay Periods actually worked for Defendant during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, Aggrieved Employees, and the State of California.⁴⁵ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. The Settlement Is of Significant Value.

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive formal and informal discovery and exchanged a large volume of documents, data, and information prior to mediation.⁴⁶ The information that Class Counsel obtained from Plaintiffs, Defendant, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.⁴⁷ As outlined in the Declaration of Brian J. St. John, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.⁴⁸

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Settlement Class for settlement purposes only.⁴⁹ California Code of Civil Procedure Section 382 “authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court.” *Sav-On Drug Stores, Inc. v. Superior Court*

⁴⁵ St. John Decl., ¶¶ 23, 24, & 34.

⁴⁶ *Id.*, ¶¶ 22 & 31.

⁴⁷ *Id.*, ¶ 32.

⁴⁸ St. John Decl., ¶¶ 28-33.

⁴⁹ Settlement Agreement, ¶ 83(b).

(2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” *Id.*

A. The Class Is Ascertainable and Sufficiently Numerous.

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*.” *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. “A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 261 individuals, which is sufficiently numerous.⁵⁰ Further, all Settlement Class Members can and will be identified by Defendant to the Administrator through a review of Defendant’s employment records regarding hourly-paid or non-exempt employees in California during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

B. They Share a Well-Defined Community of Interest.

The community of interest requirement “embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class.” *Sav-On, supra*, 34 Cal.4th at 326. “[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims.*” *Capitol People First v. Dep’t of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant’s internal policies and “pattern and practice . . . in order to assess

⁵⁰ St. John Decl., ¶ 14.

whether that common behavior toward similarly situated Plaintiff renders class certification appropriate.” *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Actions. Based on the documents and information obtained through formal and informal discovery and exchange of information in the case, Plaintiffs contend that Class Members performed similar job duties and were subject to uniform operations and employment policies, practices, and procedures during the Class Period, including payroll and recordkeeping practices.⁵¹ As a result, Plaintiff Maldonado claims that all of the Settlement Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue. Plaintiff Maldonado maintains that the outcome of this litigation would be determined by Defendant’s alleged uniform operations and employment policies and procedures that applied across its hourly-paid or non-exempt employees who worked in California during the Class Period.

As a member of the Class who were subject to these same policies, practices, and procedures, Plaintiff Maldonado’s claims are typical of the Class. Moreover, Plaintiff Maldonado has no interests adverse to the Class. Plaintiff Maldonado has taken steps to initiate and maintain the action and to ensure that it comes to a fair and reasonable resolution.⁵² Importantly, Plaintiff Maldonado has retained a law firm well-versed in wage and hour class actions, which has at all times represented the best interests of Plaintiff Maldonado and the Class.⁵³

Accordingly, the proposed Settlement Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

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⁵¹ St. John Decl., ¶ 15.

⁵² Declaration of Nicky James Maldonado in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (“Maldonado Decl.”), ¶¶ 2-4.

⁵³ St. John Decl., ¶¶ 17-21.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR CLASS COUNSEL FEES PAYMENT AND CLASS COUNSEL LITIGATION EXPENSES PAYMENT

Class Counsel has litigated the matters for over two years and was actively preparing the matter for class certification and trial.⁵⁴ The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a large volume of documents and data⁵⁵ and also interviewed and obtained information from Plaintiffs and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings and the production of documents and data prior to mediation.⁵⁶ Counsel for the Parties also undertook extensive settlement discussions, which included participating in two mediation session.⁵⁷

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.⁵⁸

The Settlement establishes a Total Settlement Amount of \$600,000.00, and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount not to exceed 1/3 of the Total Settlement Amount (i.e., \$200,000.00 if the Total Settlement Amount remains \$600,000.00) and reimbursement of actual costs and expenses in an amount up to \$20,000.00.⁵⁹ The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, Aggrieved Employees, and the State of California, and (6) the other cases that Class Counsel had to turn down in order

⁵⁴ *Id.*, ¶¶ 22-24.

⁵⁵ *Id.*, ¶ 24 and 27.

⁵⁶ *Id.*, ¶¶ 23 and 24.

⁵⁷ St. John Decl., ¶ 23.

⁵⁸ *Id.*, ¶¶ 17-21.

⁵⁹ Settlement Agreement, ¶56.

1 to devote its time and efforts to the matters. The proposed Class Notice provides Class Members
2 that an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses
3 Payment will be sought, and the amount allocated toward the Class Counsel Fees Payment and
4 Class Counsel Litigation Expenses Payment by the Settlement.⁶⁰

5 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their
6 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*
7 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the
8 “experienced trial judge is the best judge of the value of professional services rendered in his
9 court.” *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney
10 fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result
11 achieved and risk incurred. *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503 (citing
12 *Lealao*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a
13 recovery that can be “monetized” with a reasonable degree of certainty, the trial court should
14 “ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace
15 in comparable litigation.” *Id.* at 50.

16 The California Supreme Court has confirmed the propriety of calculating and awarding
17 attorneys’ fees as a percentage of a settlement that has, by litigation, been preserved or recovered
18 for the benefit of others. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the
19 position that while “[t]rial courts have discretion to conduct a lodestar cross-check on a
20 percentage fee,” “they also retain the discretion to forgo a lodestar cross-check and use other
21 means to evaluate the reasonableness of a requested percentage fee[.]” and “[t]he percentage of
22 fund method survives in California.” *Id.* (internal quotation marks omitted).

23 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
24 depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin*
25 *Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45%
26 of the \$7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*

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28 ⁶⁰ Settlement Agreement, Exh. A.

(S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ fees). California courts routinely approve class action attorneys’ fee awards “averag[ing] around one-third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁶¹

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff’s Motion for Final Approval of the Settlement and application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys’ fees provided for by the Settlement are well within the range of reasonableness for preliminary approval.

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it “present[s] a fair recital of the subject matter and proposed terms” of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

“Sufficient information about the case should be provided to enable class members to make an informed decision about their participation.” *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and procedures to submit a Objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks and/or Pay Periods, and the date and

⁶¹ St. John Decl., ¶ 8.

time set for the Final Approval Hearing.⁶² The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.⁶³ The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.⁶⁴ The proposed Class Notice also appries the Settlement Class Members and PAGA Members of, *inter alia*, how their Individual Settlement Payment and if applicable, their Individual PAGA Payment is calculated and the number of Workweeks and/or Pay Periods credited to them.⁶⁵ The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39.

Thus, the proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Class Notice.

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR

The Parties have selected ILYM Group, Inc. as the Administrator. In no event later than fifteen (15) days after receiving the Class Data, the Administrator will send the Class Notice to all Class Members identified in the Class Data, via first-class United States Postal Service mail.⁶⁶ No later than five (5) calendar days after the Administrator's receipt of any Class Notice returned, on or before the Response Deadline, by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS.⁶⁷ If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained within five (5) calendar days.⁶⁸ The Administrator will receive and process Request for Exclusion, Objection, and any challenges to Workweeks and/or Pay Periods.⁶⁹ In addition, the Settlement Administrator will be

⁶² Settlement Agreement, Exh. A.

⁶³ *Ibid.*

⁶⁴ *Ibid.*

⁶⁵ *Ibid.*

⁶⁶ Settlement Agreement, ¶ 71(b).

⁶⁷ *Id.*, ¶ 71(c).

⁶⁸ *Id.*, ¶ 71(c).

⁶⁹ *Id.*, ¶¶ 73(c), 74, and 76.

responsible for printing, distributing, and tracking the Class Notice and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth here to process the Settlement.⁷⁰ The Administration Expenses Payment is currently estimated to be \$8,500.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.⁷¹ Accordingly, Plaintiffs respectfully requests that the Court appoint ILYM Group, Inc. as the Administrator and direct the mailing of the Class Notice to the Settlement Class Members and PAGA Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

XI. CLASS and PAGA REPRESENTATIVE ENHANCEMENT PAYMENTS

Plaintiff Maldonado respectfully requests that the Court appoint him as the Class Representative and preliminarily approve the Class Representative Enhancement Payment in an amount up to \$7,500.00.⁷² It is within the Court's discretion to award payment to a Class Representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make a Class Representative Enhancement Payment include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id.*

The Class Representative Enhancement Payment is fair and appropriate. Plaintiff Maldonado spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.⁷³ Plaintiff Maldonado was available whenever Class Counsel needed him and

⁷⁰ *Id.*, ¶ 79.

⁷¹ *Id.*, ¶ 57.

⁷² Settlement Agreement, ¶ 55.

⁷³ St. John Decl., ¶ 9; Maldonado Decl., ¶¶ 3-4.

actively tried to obtain and provide information that would facilitate the pursuit of the class claims.⁷⁴

The Settlement also provides for an Enhancement Award to be paid to Plaintiff Rojas in the amount of \$7,500.00 in recognition of her efforts and work in this matter. It is reasonable and just for Plaintiff Rojas to receive this payment. Plaintiff Rojas contributed considerable time and effort to the litigation of this case in order to enforce the California Labor Code on behalf of the State of California and for the benefit of other Aggrieved Employees. Plaintiff Rojas discussed her employment with her counsel, gathered and produced relevant documents and information, and provided the facts and evidence necessary to attempt to prove the allegations.⁷⁵ Plaintiff Rojas was available whenever her counsel needed her and tried to obtain and provide documents and information that would aid in the litigation of the PAGA claims and pursuit of recovery on behalf of the State of California and Aggrieved Employees.⁷⁶

Accordingly, it is appropriate and just for Plaintiff Maldonado and Plaintiff Rojas to each receive \$7,500.00 for their services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to the Individual Class Payment.

XII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully requests that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC as Class Counsel; appoint Plaintiff Nicky James Maldonado as Class Representative; appoint Plaintiff Edith Rojas as PAGA Representative; appoint ILYM Group, Inc. as Administrator; preliminarily approve the allocations for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payment, PAGA Representative Enhancement Payment, PAGA Penalties, and Administration Expenses Payment; approve the proposed Class Notice; direct the Administrator to undertake the notice and settlement administration process in conformity with the deadlines

⁷⁴ St. John Decl., ¶ 7; Maldonado Decl., ¶¶ 3-5.

⁷⁵ St. John Decl., ¶ 10; Declaration of Edith Rojas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Rojas Decl."), ¶¶ 3-4.

⁷⁶ St. John Decl., ¶ 7; Rojas Decl., ¶¶ 3-4.

1 and procedures provided by the Settlement Agreement; and to schedule a Final Approval
2 Hearing to take place in approximately six (6) months.

3
4 Dated: January 22, 2026

LAWYERS for JUSTICE, PC

5
6 By: 

Brian J. St. John

Erica Stepaninan

Attorneys for Plaintiff