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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

SARAH PEREZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

PHAT PANDA, LLC, a limited liability company;
MODERN LEAF CULTURE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2025-01465080-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with the Declarations of Kane Moon,
the Declaration of Plaintiff, the Declaration of
Jodey Lawrence, and [Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: September 21, 2026

Time: 1:30 p.m.

Dept. CX103

Judge: Hon. David A. Hoffer

Res. ID: 74890817

Action Filed: March 6, 2025

Trial Date: Not set

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

2 PLEASE TAKE NOTICE that on September 21, 2026, at 1:30 p.m., in Department CX103
3 of this Court located at the Civil Complex Center at 751 West Santa Ana Blvd., Santa Ana, California
4 92701, pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769 *et seq.*,
5 Plaintiff Sarah Perez (“Plaintiff”) will move the Court for an Order granting preliminary approval of
6 the proposed class action settlement between Plaintiff and Defendants Phat Panda, LLC. and Modern
7 Leaf Culture, Inc. Plaintiff further moves the Court for an Order:

- 8 1. Granting preliminary approval of the Joint Stipulation of Class and Representative Action
9 Settlement Agreement (“Settlement” or “Settlement Agreement”);
- 10 2. Certifying a Class for settlement purposes;
- 11 3. Approving the Court Approved Notice of Class and Representative Action Settlement,
12 the Request for Exclusion Form, the Dispute Form, and the Objection Form, and plan for
13 their distribution;
- 14 4. Appointing Plaintiff as Class Representative for settlement purposes;
- 15 5. Appointing Plaintiff’s Counsel, Moon Law Group, PC, as Class Counsel for settlement
16 purposes;
- 17 6. Appointing Phoenix Class Action Administration Solutions as the Administrator; and
- 18 7. Setting a final approval hearing no earlier than 120 days from preliminary approval.

19 The motion will be based upon this notice, the attached memorandum of points and
20 authorities, the supporting declarations, and the records and files in this action, and any other further
21 evidence or argument that the Court may properly receive at or before the hearing.

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1 As this Motion is unopposed, the Parties respectfully request relief from the page limit
2 requirement set by California Rules of Court, Rule 3.1113(d).

3 Respectfully submitted,

4 Dated: June 30, 2026

MOON LAW GROUP, PC

5 By: _____

6 Kane Moon
7 Allen Feghali
8 S. Phillip Song
9 Micaela de Guzman

10 Attorneys for Plaintiff
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2 **STATUTES**

3 Code of Civil Procedure § 382 14

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Sarah Perez (“Plaintiff”) seeks preliminary approval of a proposed \$125,000.00 non-reversionary, wage and hour class and representative California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”) action settlement with Defendants Phat Panda, LLC. (“Defendant Phat Panda”) and Modern Leaf Culture, Inc. (“Defendant Modern Leaf”, together with Defendant Phat Panda, the “Defendants”) (Defendants, together with Plaintiff, the “Parties”). The Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”) will provide substantial monetary payments to approximately 46 class members. As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. Accordingly, Plaintiff requests that the Court preliminarily approve the proposed Settlement, certify the proposed settlement class, approve the proposed notice, and set a final approval hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff’s Claims and Procedural History

Defendant Modern Leaf operates two storefronts in California. (Declaration of Kane Moon in Support of Preliminary Approval of Class and Representative Action Settlement [“Moon Decl.”], ¶ 4.). Defendants are related entities through shared ownership, management and distribution. (*Id.*) Plaintiff worked for Defendants in a non-exempt, hourly-paid position from approximately March 2024 through November 2024 as a production employee. (*Id.*) Plaintiff was classified as non-exempt during the entirety of her employment and was subjected to the same unlawful labor practices as her coworkers. (*Id.*)

Plaintiff’s claim for unpaid wages is two-fold and stems from Defendants’ alleged failure to incorporate all nondiscretionary bonuses into the regular rate of pay for purposes of paying overtime, sick pay, and meal break premiums and Defendants’ alleged failure to pay employees for off-the-clock work. (*Id.* at ¶ 5.) Plaintiff also alleges that Defendants systematically failed to provide legally compliant meal periods and rest breaks. (*Id.*) In addition to the foregoing claims, Plaintiff brings claims for reimbursement of necessary business expenses, and derivative claims against Defendants for waiting time penalties, wage statement violations, unfair business practices, and civil penalties

1 under PAGA. (*Id.*)

2 Pursuant to PAGA, on March 2, 2025, Plaintiff gave written notice to the California Labor
3 and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with
4 certified mail service on Defendants, and paid the required filing fee. (*Id.* at ¶ 6, Ex. 2.) On March 6,
5 2025, Plaintiff filed a Class Action Complaint, which alleges that Defendants systematically: (1)
6 failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal
7 periods; (4) failed to authorize and permit rest breaks; (5) failed to indemnify necessary business
8 expenses; (6) failed to timely pay final wages at termination; (7) failed to provide accurate itemized
9 wage statements; and (8) engaged in unfair business practices. (Moon Decl., ¶ 6.)

10 On May 9, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint
11 against Defendants to add a ninth cause of action for civil penalties under PAGA (the “Operative
12 Complaint”). (*Id.* at ¶ 7.) A file-stamped copy of the Operative Complaint containing the Court-
13 assigned case number was submitted to the LWDA. (*Id.*) To date, the LWDA has not given its
14 intention to investigate and intervene on the matter. (*Id.*)

15 Defendants ardently oppose the merits of this case and deny Plaintiff’s factual allegations.
16 (*Id.* at ¶ 8.) Defendants argue that the putative Class was paid all minimum wages and overtime
17 wages owed and that Defendants did not allow their employees to work off-the-clock. (*Id.*)
18 Defendants also argue that they did not fail to incorporate non-discretionary bonuses or additional
19 remuneration into the Plaintiff’s and Class Members’ regular rate of pay for purposes of computing
20 overtime, meal break premium, and sick pay, and that any additional remuneration is discretionary.
21 (*Id.*) Moreover, Defendants argue that they met their meal and rest period obligations, and that
22 Plaintiff and Class Members were provided with the opportunity to take all meal and rest periods to
23 which they were entitled. (*Id.*) As for the unreimbursed business expenses, Defendants maintain they
24 reimbursed Class Members for all necessary business expenses incurred. (*Id.*) Furthermore, to the
25 extent that Plaintiff received wage statements that were allegedly inaccurate, Defendants assert that
26 Plaintiff suffered no actual damage or harm as a result, and that there was no knowing or intentional
27 violation. (*Id.*; *See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860
28 CRB, 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising from an

1 employer's failure to provide full and accurate wage statements, and the omission of the required
2 information alone is not sufficient.”].) With respect to Plaintiff's claim for waiting time penalties,
3 Defendants allege that their good-faith belief that they paid all wages precludes the imposition of
4 waiting time penalties since Plaintiff cannot prove that Defendants' alleged failure to pay all final
5 wages at the time of separation was “willful.” (Moon Decl., ¶ 9; *See, e.g., Pedroza v. PetSmart, Inc.*
6 (C.D. Cal. June 14, 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these
7 reasons, Defendants claim that they did not engage in any unfair business practices and denies
8 liability under PAGA. (Moon Decl., ¶ 9.) Finally, Defendants also maintain that the claims are
9 improper for class treatment, in part, due to the individualized and testimony-intensive nature of the
10 wage claims that could bar class certification or significantly reduce Defendants' overall liability.
11 (*Id.*)

12 **B. Discovery and Investigation**

13 The Parties agreed to mediate before Lonnie Giamela, Esq., an experienced wage-and-hour
14 class and representative action mediator. (*Id.* at ¶ 10.) In preparation for mediation, the Parties agreed
15 to a protocol for exchanging documents and information before mediation. (*Id.*) Plaintiff obtained
16 from Defendants, through informal but extensive discovery, information sufficient to meaningfully
17 evaluate the claims at issue in the action, including Plaintiff's complete personnel file, 97% of
18 Defendants' time and corresponding payroll records for Class Members, and information regarding
19 the estimated number of current and former Class Members, Workweeks, Aggrieved Employees,
20 PAGA Pay Periods. (*Id.*)

21 In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information
22 Defendants provided, including the sample time/pay records and documents regarding Defendants'
23 wage and hour policies. (*Id.* at ¶ 11.) Plaintiff's Counsel retained a statistics expert to analyze the
24 sample records and prepare a damage analysis prior to mediation. (Moon Decl., ¶ 11, n.1, Ex. 3.) The
25 sample time and pay records analyzed represented approximately 53% of total shifts worked in the
26 Class Period, which allowed Plaintiff's expert to prepare an analysis with a high degree of certainty.
27 (Moon Decl., ¶ 11.) In conjunction with their extensive factual investigation, Plaintiff's Counsel also
28 investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*)

1 Accordingly, Plaintiff's Counsel were able to evaluate the probability of class certification, success
2 on the merits, and Defendants' maximum and realistic monetary exposure for all claims. (*Id.*) Thus,
3 Plaintiff's and her counsel's familiarity with the facts of the case and the legal issues raised by the
4 pleadings allowed them to act intelligently in negotiating the Settlement. (*Id.*)

5 The Parties aver that they are not aware of the nature of any claims asserted in any case, or
6 the definition of a class of parties on whose behalf any action was brought that would overlap with
7 the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected
8 by approval of this Settlement. (*Id.* at ¶ 12.)

9 **C. Settlement Negotiations and Notice of Settlement to the LWDA**

10 On March 16, 2026, the parties participated in a full-day mediation with Lonnie Giamela,
11 Esq., an experienced wage-and-hour class and representative action mediator. (*Id.* at ¶ 13.) The
12 settlement negotiations were at arm's length and, although conducted in a professional manner,
13 adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement
14 of the dispute, but each side was also prepared to litigate their position through trial and appeal if a
15 settlement had not been reached. (*Id.*) After extensive discussion regarding the merits and
16 certifiability of Plaintiff's claims and Defendants' defenses, a settlement was reached by the Parties,
17 the material terms of which are encompassed within Settlement. (*Id.*, Ex. 1)

18 In compliance with Labor Code section 2699, Plaintiff's Counsel submitted to the LWDA a
19 notice of settlement, a copy of the proposed Settlement Agreement, and copies of the motion for
20 preliminary approval documents and preliminary approval hearing date. (*Id.* at ¶ 14, Ex. 4). To date,
21 Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating its
22 intent to investigate the alleged violations. (*Id.* at ¶ 14.).

23 **The \$125,000.00 Settlement represents approximately 84% of Defendants' realistic**
24 **liability of \$148314.44.** (*Id.* at ¶ 39.)

25 **D. Key Terms of the Proposed Settlement**

26 1. Non-Reversionary Gross Settlement Amount ("GSA"): Defendants agree to pay
27 \$125,000.00 as Gross Settlement Amount, and to separately pay all employer payroll taxes owed on
28 the Wage Portions of the Individual Class Payments. (Settlement, ¶ 3.0.) The Gross Settlement

Amount will be disbursed without requiring the Participating Class Members or Aggrieved Employees to submit any claim form. (*Id.*) None of the Gross Settlement Amount will revert to Defendants. (*Id.*)

2. Class, Class Period, Workweeks: There are approximately 46 members, defined as all current and former hourly, non-exempt employees of Defendants who are/were employed by Defendants in California at any time during the Class Period. (*Id.* at ¶ 1.4.; Moon Decl., ¶ 32.) For purposes of Settlement, the “Class Period” is March 6, 2021, through May 15, 2026. (Settlement, ¶ 1.12.) There are 4,000 Workweeks in the Class Period, defined as any calendar week during the Class Period in which a Class Member worked at least one day for Defendants. (*Id.* at ¶¶ 1.45, 7.)

3. Aggrieved Employees, PAGA Period, PAGA Pay Periods: There are approximately 38 Aggrieved Employees, defined as: all current and former hourly, non-exempt employees of Defendants who are/were employed by Defendants in California at any time during the PAGA Period. (*Id.* at ¶ 1.3; Moon Decl., ¶ 32) For purposes of Settlement, the “PAGA Period” is March 2, 2024, through May 15, 2026. (Settlement, ¶ 1.33.) There are approximately 891 PAGA Pay Periods, defined as any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. (*Id.* at ¶ 1.32; Moon Decl., ¶ 32.)

4. Released Class Claims: The Released Class Claims are any and all claims, actions, or causes of action that are alleged in the Operative Complaint, or that could have been alleged in the Operative Complaint based upon or arising out of the facts alleged therein, that occurred during the Class Period, except for those arising under PAGA. (Settlement, ¶ 5.1.)

5. Released PAGA Claims: The Released PAGA Claims are limited to include any PAGA claim that was alleged in the Operative Complaint and in the LWDA Notice, or that reasonably could have been alleged in the Operative Complaint and in the LWDA Notice based upon or arising out of the facts alleged therein. (*Id.* at ¶ 5.2.) The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees’ claims for wages or statutory penalties. (*Id.* at ¶ 5.2.1.)

6. PAGA Penalties: The Settlement provides for PAGA Penalties of not more than \$10,000.00 to be paid from the Gross Settlement Amount, with 65% (i.e., \$6,500.00) allocated to the

1 LWDA PAGA Payment and 35% (i.e., \$3,500.00) allocated to the Individual PAGA Payments. (*Id.*
2 at ¶ 3.1.4.)

3 7. Net Settlement Amount: means the Gross Settlement Amount less the following court-
4 approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees
5 Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and
6 Administration Expenses Payment. (*Id.* at ¶ 1.28.) The remainder is to be paid to Participating Class
7 Members as Individual Class Payments. (*Id.*)

8 8. Individual Class Payment: means the Participating Class Member’s *pro rata* share of the
9 Net Settlement Amount, calculated according to the number of Workweeks he or she worked during
10 the Class Period. (*Id.* at ¶¶ 1.24, 3.1.3.1.)

11 9. Individual PAGA Payment: means Aggrieved Employee’s *pro rata* share of 35% of the
12 PAGA Penalties allocated pursuant to California Labor Code section 2699(m) and calculated
13 according to the number of PAGA Pay Periods he or she worked during the PAGA Period. (*Id.* at ¶
14 1.25, 3.1.4.1.)

15 10. Uncashed Settlement Checks: For any Class Member whose Individual Class Payment
16 check or Individual PAGA Payment check is uncashed and cancelled after 180 days from the date of
17 mailing (the “void date”), or for any Class Member whose envelope is returned and no forwarding
18 address can be located for the Class Member after reasonable efforts have been made, the Administrator
19 shall transmit the funds represented by such checks to the California Controller's Unclaimed Property
20 Fund in the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements
21 of California Code of Civil Procedure (“CCP”) section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

22 11. Class Counsel Fees Payment and Class Counsel Expenses Payment: The Settlement
23 provides for a Class Counsel Fees Payment of not to exceed 30% of the Gross Settlement Amount
24 (currently estimated to be \$37,500.00) for Plaintiff’s Counsel’s attorneys’ fees, plus reimbursement
25 for out-of-pocket litigation costs not to exceed \$20,000.00. (*Id.* at ¶ 3.1.2.) In the event the amount
26 of actual costs is less and/or the amount of fees and costs approved by the Court are less than the
27 requested amounts, the difference will revert to Participating Class Members. (*Id.*) At this time,
28 Plaintiff’s Counsel’s costs are approximately \$15,132.32. (Moon Decl., ¶ 18, Ex. 5.) There is no fee-

splitting agreement. (*Id.* at ¶ 18.) At final approval, Plaintiff’s Counsel will provide contemporaneously made billing entries and a final costs report. (*Id.*)

12. Class Representative Service Payment: means the payment to Plaintiff in an amount not more than \$5,000.00 from the Gross Settlement Amount, subject to the Court’s approval, in addition to the amount she is eligible to receive as a Class Member. (Settlement, ¶ 3.1.1.) In the event the amount approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.* at ¶ 3.1.1.)

13. Notice of Proposed Settlement: The Class Notice will be mailed via first-class U.S. mail to the current address of each Class Member in English and Spanish. (*Id.* at ¶ 6.3.) The Class Notice does not need to translated into any other language as Class Members are proficient in English and/or Spanish. (Moon Decl., ¶ 28.) The proposed Class Notice sets forth a statement of case, the terms of the Settlement, the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts, an explanation of how the individual payments are calculated, the Final Approval Hearing information, the procedure for disputing the number of Workweeks and/or Pay Periods credited to each Class Members, and how Class Members may, should they choose, opt-out, challenge the Workweeks, or otherwise object to the Settlement. (Settlement, ¶¶ 6.3, 6.12, Exs. A, B, C, and D.)

14. Settlement Administrator. The Parties jointly appoint Phoenix Class Action Administration Solutions (“Phoenix”) as the neutral entity to administer this Settlement. (*Id.* at ¶ 1.1.) The Settlement Agreement provides the Administrator will be paid an Administration Expenses Payment from the Gross Settlement Amount, in an amount not more than \$5,000.00, for its fees and expenses in administering this Settlement. (*Id.* at ¶ 3.1.3.) In the event the amount of costs is less and/or the amount approved by the Court is less than the requested amount, the difference will revert to Participating Class Members. (*Id.*) The Declaration of Jodey Lawrence (“Lawrence Decl.”) is filed concurrently herewith and describes Phoenix’s qualifications, data security procedures, and insurance. (Lawrence Decl., ¶¶ 5-18, Ex. A) Phoenix’s estimates costs will not exceed \$5,000.00. (*Id.* at ¶ 22, Ex. B.)

1 15. Response Deadline and Procedures: Class Members have 60 calendar days from the date
2 the Administrator mails the Class Notice to the Class and the last date on which Class Members may:
3 (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement.
4 (Settlement, ¶ 1.44.) Class Members to whom a Class Notice is resent after having been returned
5 undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the
6 Response Deadline to timely mail a Request for Exclusion or Objection. (*Id.*)

7 16. Funding, Effective Date, and Distribution: The Gross Settlement Amount will be funded
8 to the Settlement Administrator in installment payments as follows: (1) an initial \$20,000 payment, due
9 and payable within 30 days after the Effective Date; (2) a second \$20,000 payment, due and payable
10 within 60 days after the Effective Date; (3) a third \$20,000 payment, due and payable within 90 days
11 after the Effective Date; (4) a fourth \$20,000 payment, due and payable within 120 days after the
12 Effective Date; (5) a fifth \$20,000 payment, due and payable within 150 days after the Effective Date;
13 (6) a sixth payment of \$25,000, due and payable within 180 days after the Effective Date (collectively
14 the “Funding Schedule”). (*Id.* at ¶ 4.0.) In the event Defendants fail to remit an installment payment,
15 Plaintiff’s counsel shall provide written notice and Defendants shall have 15 business days from receipt
16 of notice to cure. (*Id.*) “Effective Date” means the date upon which all of the following have occurred:
17 (i) the Court has approved the Settlement; and (ii) the Court has issued the Final Order and entered
18 Judgment in accordance with the terms described in the Settlement. (*Id.* at ¶ 1.19.) Administrator shall
19 distribute the payments pursuant to the Settlement within 14 calendar days of Defendants’ funding of
20 the entire Gross Settlement Amount. (*Id.* at ¶ 4.1.)

21 17. Website and Final Judgment: The Administrator will maintain a website to post
22 information of interest to Class Members. (*Id.* at ¶ 6.11.) The Class Notice include the URL of the
23 website. (*Id.* at Ex. A.) The Administrator will provide notice of final judgment to the Class on the.
24 (*See id.* at ¶ 6.11.)

25 **III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL**

26 To prevent fraud, collusion, or unfairness to the class, the settlement of a class action requires
27 court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This Court has
28 wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super. Ct.* (1979)

89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached through arm’s-length bargaining; (2) investigation is 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. (*Dunk*, 48 Cal.App.4th at p. 1800.)

In evaluating a settlement, the trial court considers: 1) the strength of plaintiff’s case; 2) the risk, expense, complexity, and likely duration of further litigation; 3) the risk of maintaining class action status through trial; 4) the amount offered in settlement; 5) the extent of discovery completed and the stage of the proceedings; 6) the experience and views of counsel; 7) the presence of a governmental participant; and 8) the reaction of the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.*, (2008) 168 Cal.App.4th 116, 128.) To approve a class action settlement, the court must satisfy itself that the class settlement is within the “ballpark” of reasonableness. (*Id.* at p. 133.) The record need not contain the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not require “an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims,” but only an “understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.”].)

As discussed below, Plaintiff’s Counsel have provided information necessary for this Court to determine that the proposed settlement is fair, adequate, and reasonable.

A. The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation, Litigation, and Negotiation

1. The Settlement Is the Product of Discovery, Investigation, and Informed and Non-Collusive Arm’s-Length Negotiations

Courts presume the absence of fraud or collusion in the negotiation of a settlement. (Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 11.51.) Settlement is favored, and assessed realistically. (*Stamburgh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that a plaintiff might have received more if the case had been fully litigated is no reason not to approve the settlement.”].)

1 Here, the Settlement was reached following a full-day mediation session with experienced
2 mediator Lonnie Giamela, Esq. (Moon Decl., ¶ 13.) Prior to settling, Plaintiff's Counsel conducted
3 informal discovery and investigation including reviewing the time and pay records, retaining a
4 statistics expert to analyze the records produced by Defendants and prepare a damage analysis, and
5 investigating the applicable law regarding the claims and defenses asserted in the litigation. (*Id.* at
6 ¶¶ 11, 31-32.) Thus, Plaintiff's Counsel were able to evaluate the probability of class certification,
7 success on the merits, and Defendants' maximum and realistic monetary exposure. (*Id.*)

8 Plaintiff's Counsel have considerable experience in litigating wage and hour class actions.
9 (Moon Decl., ¶¶ 49-67.) This supports the conclusion that the Settlement terms are based on
10 objective evidence, weighed against the risks and expenses of continued litigation.

11 **2. The Settlement Is Fair and Reasonable in Light of the Parties'**

12 **Respective Legal Positions**

13 A settlement is not judged against what might plaintiff recovered had he prevailed at trial,
14 nor does the settlement have to provide 100% of the damages sought to be fair and reasonable.
15 (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250 ["Compromise is inherent
16 and necessary in the settlement process...even if the relief afforded by the proposed settlement is
17 substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to
18 a class settlement because the public interest may indeed be served by a voluntary settlement in
19 which each side gives ground in the interest of avoiding litigation."])

20 The Settlement obviates the significant risk that this Court may deny certification of all or
21 some of Plaintiff's claims. (Moon Decl., ¶ 40.) While Plaintiff is confident in the merits of her claims,
22 a legitimate controversy exists as to each cause of action. (*Id.* at ¶ 38.) Plaintiff also recognizes that
23 proving the amount of wages due to each Class Member would be an expensive, time-consuming,
24 and uncertain proposition. (*Id.*) Furthermore, even if Plaintiff was able to pursue her claims on a
25 class-wide basis and thereafter obtained certification of all or some of the claims, continued litigation
26 would be expensive, involving a trial and possible appeals, and would substantially delay and reduce
27 any recovery by the Class Members. (*Id.* at ¶ 40.)

1 The proposed settlement of \$125,000.00 therefore represents a substantial recovery when
2 compared to Plaintiff’s reasonably forecasted recovery. (*Id.* at ¶ 43.) Because of the proposed
3 Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an
4 unfavorable judgment. (*Id.*) When considering the risks of litigation, the uncertainties involved in
5 achieving class certification, the burdens of proof necessary to establish liability, the probability of
6 appeal of a favorable judgment, it is clear that the settlement amount of \$125,000.00 is within the
7 “ballpark” of reasonableness, and preliminary settlement approval is appropriate. (*Id.* at ¶ 45.)

8 The Net Settlement Amount available for settlement payments is no less than **\$47,500.00** for
9 an estimated Class size of **46 individuals**.¹ (*Id.* at ¶ 44.) As a result, it is estimated each Participating
10 Class Member is eligible to receive an average benefit of approximately **\$1,032.61** prior to tax
11 withholdings on the wage portion of payments. (*Id.*) Considering Class Members’ average hourly
12 rate is \$18.47, the average benefit is approximately **55.91 hours of work**. (*Id.*) Additionally, there
13 are **38 Aggrieved Employees** who are each expected to receive an average of **\$92.11** from the total
14 Individual PAGA Payments of \$3,500.00, or a **PAGA Pay Period value of \$3.93** based on the **891**
15 **PAGA Pay Periods** during the PAGA Period. (*Id.*) The actual amounts to Participating Class
16 Members and Aggrieved Employees will vary based on each individual’s duration of work during
17 the Class Period or PAGA Period, respectively; thus, those who worked longer for Defendants during
18 the relevant period will receive a benefit greater than the average estimated amount. (*Id.*) Based on
19 4,000 Workweeks, **the average Workweek value is estimated to be \$11.88**. (*Id.*) Assuming a Class
20 Member worked one Workweek, the estimated lowest Individual Class Payment is \$11.88. (*Id.*)
21 There are 271 weeks in the Class Period from March 6, 2021 to May 15, 2026. Assuming a Class
22 Member worked for the entire duration of the Class Period, the estimated highest Individual Class
23 Payment is \$3,219.48 (\$11.88 Workweek value x 271 Workweeks). (*Id.*) Assuming an Aggrieved
24 Employee worked one PAGA Pay Period, the lowest Individual PAGA Payment is estimated to be

25
26 ¹ The Net Settlement Amount is at least \$125,000.00 less the following: \$5,000.00 for the
27 Class Representative Service Payment, \$5,000.00 for the Administration Expenses Payment,
28 \$10,000 for the PAGA Penalties payments to the LWDA and to Aggrieved Employees, \$37,500.00
for Class Counsel Fees Payment, and up to \$20,000.00 for Class Counsel Expenses Payment.
(Settlement, ¶¶ 1.28, 3.0-3.1.4.)

1 \$3.93 (\$3.93 average PAGA Pay Period value x 1 PAGA Pay Period). (*Id.*) There are approximately
2 58 bi-weekly pay periods in the PAGA Period from March 2, 2024 to May 15, 2026. (*Id.*) Assuming
3 an Aggrieved Employee worked for the entire duration of the PAGA Pay Period, the highest
4 Individual PAGA Payment is estimated to be \$227.94 (\$3.93 average PAGA Pay Period value x 58
5 PAGA Pay Periods). (*Id.*) Accurate estimates of the high, low, and average payments will be
6 provided to the Court in Plaintiff’s Motion for Final Approval after the Administrator has processed
7 the Class Data and will be provided to the Court in a motion for final approval. (*Id.*)

8 **3. Plaintiff’s Counsel Have Extensive Experience in Class Action**
9 **Litigation**

10 The settlement negotiations were conducted by highly capable and experienced counsel. (*See*
11 *id.* at ¶¶ 49-67.) Plaintiff’s Counsel have a strong record of vigorous and effective advocacy for their
12 clients and are experienced in handling complex wage and hour class action litigation. (*Id.*) Although
13 Plaintiff and her counsel were prepared to litigate the claims, they support the proposed Settlement
14 as being in the best interest of the Class Members. (*Id.* at ¶ 29.)

15 **B. The Proposed Class Notice of Settlement Should Be Approved**

16 The proposed Notice of Class and Representative Action Settlement (“Class Notice”), in the
17 form attached to the Settlement as Exhibit A, should be approved for dissemination to the Class. The
18 Class Notice informs the class of the terms of the Settlement and of their rights to be excluded from
19 the Settlement. If there are Class Members who wish to object to this proposed Settlement, they can
20 also file an objection and be heard at the Final Approval Hearing. Class Members may also challenge
21 the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or
22 Aggrieved Employee. Accordingly, the proposed Class Notice meets all the requirements of Rule
23 3.769(f) of the California Rules of Court.

24 **C. The Proposed Attorneys’ Fees and Costs Are Reasonable**

25 The Settlement provides a Class Counsel Fees Payment of not more than 30% of the Gross
26 Settlement, which is currently estimated to be \$37,500.00 and a Class Counsel Expenses Payment of
27 not more than \$20,000.00. (Settlement, ¶ 3.1.2.) These amounts are subject to Court approval. (*Id.*)

1 These amounts will be disclosed to all Class Members in the proposed Class Notice and are
2 reasonable.

3 **1. Class Counsel Will Request an Award of Fees Based on The “Common**
4 **Fund” Method**

5 California courts have long awarded attorneys’ fees as a percentage of the benefit created by
6 counsel on behalf of a class. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34.) The California Supreme
7 Court affirmed in *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480 that trial courts may determine
8 a reasonable fee by choosing an appropriate percentage of the fund created. (*Id.* at p. 503.) Class
9 Counsel seek an award of attorneys’ fees on the “percentage of recovery/common fund” theory,
10 which serves to “spread litigation costs proportionally among all the beneficiaries” (*Vincent v.*
11 *Hughes Air West, Inc.* (1977) 557 F.2d 759, 769.) Attorneys’ fees that are fifty percent of the fund
12 are typically considered the upper limit, with thirty to forty percent commonly awarded in cases
13 where the settlement is relatively small. (See Conte & Newberg, *Newberg on Class Actions* (3rd Ed.)
14 § 14.03.)

15 Here, Plaintiff requests attorneys’ fees equal to 30% of the Gross Settlement Amount,
16 consistent with prevailing guidelines. (Compare Settlement, ¶ 3.1.2 with *Chavez v. Netflix, Inc.*
17 (2008) 162 Cal.App.4th 43, 66, n.11. [stating fee awards in class actions average around one-third
18 of the recovery.]

19 Additionally, the fee-shifting provisions of Labor Code §§ 218.5, 226, 1194 and 2699, *et seq.*
20 would permit Plaintiff to recover her actual attorneys’ fees, even if those fees were larger than the
21 total class recovery at the conclusion of this case. This further supports the reasonableness of the
22 requested fee. Plaintiff’s Counsel also undertook this matter solely on a contingent basis, with no
23 guarantee of recovery. (*Id.*)

24 **2. The Experience, Reputation and Ability of Plaintiff’s Counsel Support**
25 **the Requested Fee Award**

26 As demonstrated by their past experience in pursuing class actions on behalf of consumers
27 and employees, Plaintiff’s Counsel possess considerable expertise in litigating class actions and have
28

1 been involved as lead counsel or co-counsel in several class actions, resulting in millions in recovery.
2 (Moon Decl., ¶¶ 49-67.)

3 Their experience in wage and hour class actions was integral in evaluating the strengths and
4 weaknesses of the case and the reasonableness of the settlement. (*Id.* at ¶ 68.) Therefore, the
5 requested fee award is reasonable and fair. A detailed analysis of why the fee request is appropriate,
6 including contemporaneously made billing entries to support a lodestar analysis, will be provided in
7 support of Plaintiff’s motion for final approval.

8 **D. The Service Payment To Plaintiff Is Reasonable**

9 Named plaintiffs in class action lawsuits are eligible for reasonable incentive payments to
10 compensate them for the expense or risk they have incurred in conferring a benefit on the class.
11 (*Munoz, supra*, 186 Cal.App.4th at p. 412.) Service awards are particularly important in wage and
12 hour cases where retaliation against employees for asserting statutory rights is widespread despite
13 anti-retaliation protections. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.)

14 The Settlement provides a Class Representative Service Payment of \$5,000.00 to Plaintiff,
15 subject to Court approval. (Settlement, ¶ 3.1.1.) Plaintiff devoted significant time assisting counsel
16 in the case and communicated with counsel frequently for litigation and to prepare for mediation.
17 (Moon Decl., ¶¶ 46-50; Declaration of Plaintiff Sarah Perez in Support of Approval of Class Action
18 and PAGA Action Settlement [“Plaintiff Decl.”], ¶¶ 11–21.) This amount is reasonable particularly
19 in light of the substantial benefits Plaintiff generated for all class members. (Moon Decl., ¶¶ 46–50.)
20 A detailed analysis of why the proposed amount is appropriate will be provided in support of
21 Plaintiff’s motion for final approval.

22 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

23 **A. Legal Standard**

24 The proposed Settlement Class is well suited for class certification. Code of Civil Procedure
25 section 382 provide that when a question is of common or general interest, one or more may sue or
26 defend for the benefit of all. Two requirements must be met: (1) an ascertainable class; and (2) a
27 well-defined community of interest in the questions of law and fact. (*Daar v. Yellow Cab Co.* (1967)
28 67 Cal. 2d 695, 704.) The community-of-interest requirement embodies three factors: (1)

predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal. 3d 462, 470.) California law favors the fullest and most flexible use of the class action device, and any doubt as to the appropriateness of class treatment should be resolved in favor of certification. (*Id.* at pp. 469-75.)

B. Plaintiff Maintains That The Criteria For Class Certification Are Satisfied

1. The Class Is Ascertainable and Numerous

The proposed class is ascertainable because the class definition is sufficiently precise, consists of 46 class members, and Class Members can be readily identified from Defendant’s regular business records based on their employment by Defendant in California, non-exempt classification, and actual work during the Class period. (*See Miller v. Woods*, 148 Cal. App. 3d 862, 873 (1983); *Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959-60.)

With approximately 46 Class Members, numerosity is plainly satisfied. (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.)

2. There are Many Common Issues of Law and Fact Which Predominate

To satisfy the community of interest requirement, Parties must show: (1) common questions of law and fact that predominate over individual issues; (2) class representatives must have claims or defenses typical of the class; and (3) class representatives must adequately represent the class. *Dunk*, 48 Cal. App. 4th at 1806. This inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191 Cal.App.3d 605.) Plaintiff’s claims satisfy all three requirements.

In this case, the employment practices at issue are: whether Defendants have legally compliant policies and practices to pay employees all wages owed; had legally compliant policies and practices to provide employees with meal periods; had legally compliant policies and practices authorizing and permitting its employees to take rest periods; had legally compliant policies and practices reimbursing its employees for business expenses; whether final payment of wages was untimely and excluded unpaid wages, including meal period premium wages, and rest period premium wages; whether all wages were paid to employees at the time of termination of the

1 employment relationship; and whether the wage statements were consequently non-compliant.
2 (Moon Decl., ¶ 4.) Plaintiff contends that the factual and legal issues are the same for all Class
3 Members. (Plaintiff Decl., ¶¶ 5-6.) Further, all Class Members suffered from and seek redress for the
4 same alleged injuries. (*Id.*) Considering that Class Members would need to prove the same issues of
5 law and fact to prevail and their legal remedies are identical, it would be preferable to resolve all
6 claims through a settlement agreement than to force each Class Member to litigate their own
7 individual claims. Thus, the Court should grant conditional class certification for settlement because
8 common questions of law and fact predominate over any individual questions within the class.

9 **3. Plaintiff's Claims Are Typical of the Claims of the Class**

10 The typicality requirement does not focus on the individual characteristics or circumstances
11 of the representative plaintiff compared to those of the remainder of the class, but rather upon the
12 typicality of the proposed representative's claims as they relate to the defendant's conduct and
13 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 ["[t]he only requirements are that
14 common questions of law and fact predominate and that the class representative be similarly situated"
15 vis-à-vis the class.]) A representative plaintiff's claims are typical of the class if they arise from the
16 same event, practice or course of conduct, and if the claims rest on the same legal theories. (*Id.*) That
17 is precisely the case here. Plaintiff is a former employee of Defendants; as such, she alleges that she
18 was subject to the same policies and practices as other similarly situated employees. (Plaintiff Decl.,
19 ¶¶ 2, 6.)

20 **4. Plaintiff and Her Counsel Meet the Adequacy Requirement**

21 The adequacy of representation requirements is met by fulfilling two conditions: first, a
22 named plaintiff must be represented by counsel qualified to conduct the pending litigation; second,
23 a named plaintiff's interests cannot be antagonistic to those of the class. (*McGhee v. Bank of America*
24 (1976) 60 Cal.App.3d 442, 451.)

25 Here, all requirements are met. Plaintiff retained counsel with extensive experience in
26 prosecuting complex class actions, including similar class actions that previously settled. (Moon
27 Decl., ¶¶ 51-69.) With their combined experience, Plaintiff's Counsel unquestionably are "qualified,
28 experienced and generally able to conduct the proposed litigation." (*Miller, supra*, 148 Cal.App.3d

1 at 875.) In addition, Plaintiff has no conflicts, and Plaintiff has, with counsel, litigated this case and
2 diligently reviewed the settlement terms, showing her dedication. (Plaintiff Decl., ¶¶ 8-21.)
3 Plaintiff’s willingness to serve as a representative demonstrates her serious commitment to bringing
4 about the best results possible for the class. (*Id.* at ¶¶ 11-21; *McGhee, supra*, 60 Cal.App.3d at p.
5 451.)

6 **5. A Class Action Is Superior to a Multiplicity of Litigation**

7 Finally, in making its class certification decision, the Court must determine that a class action
8 would be superior to alternative means for the fair and efficient adjudication of the litigation. By
9 consolidating many potential individual actions into a single proceeding, this Court’s use of the class
10 action device enables it to manage this litigation in a manner that serves the economics of time, effort
11 and expense for the litigants and the judicial system. Absent class treatment, similarly situated
12 employees with small but nevertheless meritorious claims for damages would, as a practical matter,
13 have no means of redress because of the time, effort and expense required to prosecute individual
14 actions. (*Gentry v. Super. Ct.* (2007) 42 Cal. 4th 443, 515.) Moreover, in the context of settlement,
15 the superiority concerns are essentially non-existent.

16 **V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND**

17 **A. The Proposed Notice Plan Satisfies Due Process**

18 Notice requirements are set forth in the California Rules of Court. Cal. Rules of Court, Rule
19 3.766 (e) and (f). California law vests the Court with broad discretion in fashioning an appropriate
20 notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no statutory or due
21 process requirement that all class members receive actual notice, but in this matter, the class members
22 will receive direct first-class mailed notice. (Settlement, ¶ 6.3.) As the Court of Appeals has
23 explained, “[t]he notice given should have a reasonable chance of reaching a substantial percentage
24 of the Class Members” (*Id.* at p. 974.) In this case, notice will be provided by direct mailing,
25 the best possible form of notice under the circumstances. (Settlement, ¶ 6.3.)

26 **B. The Class Notice Is Accurate and Informative**

27 The proposed Class Notice should be approved. It will be disseminated through direct U.S.
28 first class mail to the last known address for each Class Member and will be provided in both English

1 and Spanish. (*Id.* at ¶ 6.3.) It informs Class Members of the settlement terms and their rights to be
2 excluded, object, and be heard at the Final Approval Hearing. (*Id.*, at Ex. A.)

3 The Class Notice is neutral, summarizes the proceedings, the Settlement terms, and makes
4 clear that the Settlement does not constitute an admission of liability by Defendants. (*Id.*) It also
5 states that the final settlement approval decision has yet to be made. (*Id.*) Accordingly, the Class
6 Notice complies with the standards of fairness, completeness, and neutrality required of a combined
7 settlement-certification class notice.

8 **VI. CONCLUSION**

9 For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary
10 approval of the proposed settlement and set a Final Approval Hearing no earlier than 120 days from
11 preliminary approval.

12 Respectfully submitted,

13 Dated: June 30, 2026

MOON LAW GROUP, PC

14
15 By: _____

16 Kane Moon
17 Allen Feghali
18 S. Phillip Song
Micaela de Guzman

19 Attorneys for Plaintiff
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **June 30, 2026**, I served the foregoing document described as:

5 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL**
6 **OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND**
AUTHORITIES

7 X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed
8 as follows:

9
10 Attorneys for Defendant

11 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
12 to accept electronic service, I caused the documents to be sent to the persons at the
13 electronic service addresses listed above via third-party cloud service **CASE**
ANYWHERE. I did not receive an error message.

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

15 Executed this, **June 30, 2026** at Los Angeles, California.

16
17 Ivette Hernandez
Type or Print Name

18
19 /s/ Ivette Hernandez
Signature