Cristina Molteni (Bar No. 244715)
cmolteni@moltenilaw.com
MOLTENI EMPLOYMENT LAW
100 Pine Street, Suite 1250
San Francisco, California 94111
Telephone: (415) 762-0270
Facsimile: (415) 762-0271

Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

ALAMEDA COUNTY

JOSE MANUEL SOLIS HERNANDEZ, ISMAEL GARCIA DIAZ, and ANA GABRIELA CAMACHO individually and on behalf of all others similarly situated,

Plaintiffs

v.

LABELLA'S POOL SERVICE & SUPPLIES INC., PAUL LABELLA, MARC LABELLA, and DOES 1-50, inclusive,

Defendants.

Case No. 22CV015731

ASSIGNED FOR ALL PURPOSES TO
Hon. Patrick McKinney
Department 18

CLASS ACTION

PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR ORDERS:

(1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;

(2) DIRECTING CLASSWIDE DISTRIBUTION OF SETTLEMENT NOTICE; AND

(3) SETTING A HEARING DATE FOR FINAL APPROVAL

Date: January 21, 2026
Time: 1:30 p.m.
Reservation No. CRS#136622210714

I. INTRODUCTION .... - 5 -
II. FACTUAL AND PROCEDURAL BACKGROUND .... - 5 -
A. The Parties' Conflicting Positions .... - 7 -
III. SUMMARY OF THE SETTLEMENT TERMS .... - 12 -
A. Deductions from the Settlement .... - 12 -
B. Calculation of Settlement Payments to Class Members .... - 12 -
C. Notice to the Class .... - 14 -
IV. LEGAL ARGUMENT .... - 18 -
A. Class Action Settlements Are Subject to Court Review and Approval Under the California Rules of Court .... - 18 -
B. The Settlement is Fair, Reasonable, and Adequate .... - 18 -
C. Notice to The Class Complies with California Rule of Court 3.769 (f) .... - 25 -
V. CONCLUSION .... - 26 -

Cases

Amaral v. Cintas Corp. No. 2
(2008) 163 Cal.App.4th 1157 6
Cellphone Termination Fee Cases
(2010) 186 Cal.App.4th 1380 14
Augustus v. ABM Security Services, Inc.
(2016) 2 Cal.5th 257 .... 4, 5
Avila v. Cold Spring Granite Co.
(E.D. Cal. Jan. 12, 2018) Case No. 1:16-cv-001533, 2018 U.S. Dist. LEXIS 6142 .... 7, 20
Brinker Restaurant Corp. v. Superior Court
(2012) 53 Cal.4th 1004 4
Chavez v. Netflix, Inc.
(2008) 162 Cal.App.4th 43 14
Dunk v. Ford Motor Co.
(1996) 48 Cal. App. 4th 1794 14
Duran v. U.S. Bank National Assn.
(2014) 59 Cal.4th 1 7
Gattuso v. Harte-Hanks Shoppers, Inc.
(2007) 42 Cal.4th 554 6
In re Omnivision Technologies, Inc.
(N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 95616 21
In re Traffic Exec. Ass'n
(2d Cir. 1980) 627 F.2d 631 14
Kullar v. Foot Locker Retail, Inc.
(2008) 168 Cal.App.4th 116 .... 14, 16
Maldonado v. Epsilon Plastics, Inc.
(2018) 22 Cal.App.5th 1308 .... 6, 19
Mallick v. Superior Court
(1979) 89 Cal. App. 3d 434 14
Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles
(2010) 186 Cal.App.4th 399 16
Naranjo v. Spectrum Security Services, Inc.
(2024) 15 Cal.5th 1056 6
Officers for Justice v. Civil Serv. Comm'n
(9th Cir. 1982) 688 F.2d 615 21
Rebney v. Wells Fargo Bank
(1990) 220 Cal.App.3d 1117 .... 14, 21
Tech-Bilt v. Woodward-Clyde & Associates
(1985) 38 Cal.3d 488 16
Wershba v. Apple Computer, Inc.
(2001) 91 Cal. App. 4th 224 .... 14, 21

Statutes

Code of Civil Procedure § 382 .... 2, 14
Labor Code § 203 5
Labor Code § 512 (a) 3
Labor Code § 2699 (e) (2) 20
Labor Code § 2699 (f) (2) 19
Labor Code § 2802 6

Rules

California Rule of Court 3.769(f) 21
California Rule of Court 3.769(g) 14

Regulations

Cal. Code Regs. Tit. 8 § 13520 (Wage Order 16-2001)... 4, 5, 6

I. INTRODUCTION

Plaintiffs Jose Manuel Solis Hernandez ("Plaintiff Hernandez"), Ismael Garcia Diaz ("Plaintiff Diaz"), and Ana Gabriela Camacho ("Plaintiff Camacho"), (collectively "Plaintiffs"), and Defendants LaBella's Pool Service & Supplies Inc., Paul LaBella ("P. LaBella"), and Marc LaBella ("M. LaBella"), ("Defendants" or "LaBella") (collectively, the "Parties"), negotiated a $322,000 non-reversionary settlement of this litigation on behalf of 114 Class Members. (Declaration of Cristina Molteni in Support of Motion for Preliminary Approval of Class Settlement ("Molteni Decl."), ¶ 2.) Plaintiffs seek preliminary Court approval of this settlement. The terms of the proposed settlement are described below and fully set forth in the proposed Joint Stipulation of Class Action and PAGA Settlement Agreement ("Settlement"), attached as Exh. 1 to the Molteni Declaration. The Class is comprised of all current and former employees of LaBella's Pool Service & Supplies, Inc. in California who worked as non-exempt hourly employees, servicing pools in the State of California during the Class Period.[1] The average anticipated recovery for each Class Member is approximately $1,483.64,[2] if all Class Members participate in the settlement.

The Settlement is the product of arm's-length negotiations between the Parties and falls well within the range of reasonableness for possible final approval. The Notice to the Class Members ("Notice") provides the best notice practicable under the circumstances of this case and will allow each Class Member a full and fair opportunity to evaluate the Settlement and decide whether to participate in it. Although the class has been certified, Defendants contested the propriety of class certification in this matter since the inception of the litigation.

Accordingly, Plaintiffs respectfully request the Court to (1) grant preliminary approval of the Settlement; (2) direct distribution of the proposed notice of the Settlement to the Class; and (3) schedule a final settlement approval hearing.

II. FACTUAL AND PROCEDURAL BACKGROUND

Since August 8, 2018, LaBella has employed 114 hourly, non-exempt employees to provide

[1] Exh. 1, ¶ 5.

[2] The Net Settlement Amount is approximately $169,135. $169,135 divided by 114 class members: $1,483.64.

pool and maintenance services on various residential and commercial swimming pools, throughout the San Francisco East Bay Area. *See* Exh. A to Joint Stipulation of Class Action and PAGA Settlement Agreement (redacted class list). On August 8, 2022, Plaintiffs filed this proposed class action in Alameda Superior Court on behalf of themselves and others who worked in California for LaBella at any time since August 8, 2018. The Complaint alleges the following Causes of Action: (1) Failure to Pay Overtime and Double Time Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Pay Earned Wages Upon Discharge; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Reimburse for Business Expenses; (7) Unlawful and/or Unfair Business Practices; and (8) Attorney's Fees. On August 15, 2022, Plaintiffs gave notice to the LWDA pursuant to Labor Code § 2699.3. Molteni Decl., Exh. 2 (PAGA Notice). On November 18, 2022, Plaintiffs filed a First Amended Complaint ("FAC"), adding two causes of action, one for failure to pay for all hours worked and one for penalties under the Private Attorneys' General Act of 2004 ("PAGA"). Molteni Decl., Exh. 3 (First Amended Class Action Complaint, ¶¶ 14-23.) Plaintiffs alleged that this action is appropriate for class certification because it presents questions of common interest and satisfies the numerosity, commonality, typicality, adequacy, and predominance requirements of Code of Civil Procedure § 382. (*Id.,* ¶¶ 30-42.)

During the course of litigation, Plaintiffs propounded discovery, including form interrogatories (employment), special interrogatories, requests for production of documents, and requests for admission. (Molteni Decl., ¶ 7.) LaBella propounded written discovery as well, including form interrogatories (employment), special interrogatories, requests for admissions, and requests for production. (*Id.*) Plaintiffs have provided and produced hundreds of documents including timecards, checks, notes, paystubs, and correspondence from LaBella, and have received and reviewed thousands of pages of documents produced by Defendants, including timecards, route sheets and wage statements. (*Id.,* ¶ 8.) Plaintiffs also noticed and took depositions of LaBella's person most knowledgeable, Defendant Marc LaBella, and an office employee. These provided further insight into Defendants' policies and practices. (*Id.*)

Before moving for class certification, the parties and their counsel participated in a full-day mediation session with experienced mediator Lynne Bassis, Esq. on April 5, 2023 (Molteni Decl., ¶ 9.) The discussion at the mediation session was vigorous and conducted at arm's length, but the parties were unable to resolve the matter. (*Id.*) On or around November 1, 2023, Plaintiffs moved for class certification. On April 3, 2024, the Court granted Plaintiff's motion for class certification and certified the following classes: (1) miscalculation claim: all current and former employees of LaBella's Pool Service & Supplies, Inc., who worked as non-exempt hourly employees, servicing pools in the State of California at any time between August 8, 2018 and December 31, 2021 and its derivative wage statement, waiting time, and UCL claims from August 8, 2018 to December 31, 2021; (2) meal and rest period claims: all current and former employees of LaBella's Pool Service & Supplies, Inc., who worked as non-exempt hourly employees, servicing pools in the State of California at any time between August 8, 2018 and present; and (3) reimbursement claim: all current and former employees of LaBella's Pool Service & Supplies, Inc., who worked as non-exempt hourly employees, servicing pools in the State of California at any time between August 8, 2018 and present and its derivative wage statement, waiting time, and UCL claims from August 8, 2018 to present. (Molteni Decl., ¶ 10.)

After class certification, the Court ordered a mandatory settlement conference for the parties. The Parties participated in three virtual settlement conferences via Zoom on July 29, 2024, October 9, 2024, and June 5, 2025 presided by Hon. James Reilly. (Molteni Decl., ¶ 11.)[3] Over the next months, the Parties negotiated and finalized the detailed terms of the Settlement for which Plaintiffs seek preliminary approval here. (*Id.*) A copy of the proposed settlement and moving papers was submitted to the LWDA. (Molteni Decl., ¶ 46 and Exh. 4, LWDA receipt.)

A. The Parties' Conflicting Positions

1. Meal Periods

Plaintiffs contend that Defendants do not provide employees with meal periods that conform

[3] Between settlement conferences, Defendants provided Class Counsel federal tax returns for each Defendant, including the corporate entity and individual Defendants, for the years 2020 through 2023, as well as corporate financial statements for 2020 through 2022. Defendants' financial condition was a significant factor in Plaintiffs' decision to agree to a discounted settlement with the assistance of Hon. Reilly. (*Id.*)

with California law for a portion of the class period. Employers have an obligation under California law to provide employees with thirty (30) minute meal periods. Under California Labor Code section 512(a), "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. . . ." Lab. Code § 512(a). An employer "satisfies this obligation [to provide meal periods] if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them from doing so." *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040. Here, Plaintiffs contend that Defendants did not provide duty-free meal periods for a portion of the class period because Plaintiffs assert that employees routinely had to miss their meal breaks due to having overscheduled shifts, and in the best situations, took their meal breaks after the end of the fifth hour of work. (Molteni Decl., ¶ 12.)

Defendants assert that its meal period policy is and was at all times during the class period lawful and that they have always provided employees with duty-free meal periods in compliance with California law. Moreover, Defendants contend that under Wage Order 16, "meal periods during which operations cease ... need not be recorded" (Wage Order 16-2001, § 6 (A) (1)) and Defendants were under no obligation to keep meal period records because employees were working on the field. Defendants further contend that if litigation were to continue, the Court would have to decide on Defendants' obligation to keep meal period records and consequently, the provision of meal periods to each employee while working on the field. (Molteni Decl., ¶ 13.)

2. Rest Periods

Plaintiffs allege that for a portion of the class period employees were not provided with lawful rest periods. Employers have an obligation to provide employees with ten (10) minute rest periods. An employer's obligation to provide its employees with rest periods arises under the Industrial Welfare Commission Wage Orders. Wage Order 16-2001, Section 11 (A) states, "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." (Molteni Decl., ¶ 14).

In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme Court ruled that the standards applicable to providing meal periods the Court articulated a few years earlier in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, were equally applicable to the rest period context. Citing *Brinker*, the *Augustus* Court ruled that, like meal periods, "[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time." *Augustus*, 2 Cal.5th at 260. As the *Augustus* Court reasoned, the employee must be free to travel five minutes away from the work site so that they can get back within the allotted ten-minute time frame of the break. *Augustus*, 2 Cal.5th at 270. Plaintiffs contend that for a portion of the class period, Defendants prevent employees from taking their breaks in light of the extensive overscheduling. (Molteni Decl., ¶ 15.)

Defendants contend that Defendants consistently directed their employees to take their breaks, including counseling and even disciplining employees when they failed to do so. Moreover, Defendants argue that their obligations were satisfied when they provided bona fide relief from duty and the work by a relieved employee during a break does not place the employer in violation of its obligations and create liability for premium pay. (Molteni Decl., ¶ 16.)

3. Wage Statements and Waiting Time Penalties

Plaintiffs also pursued claims for failure to provide accurate itemized wage statements and waiting time penalty claims. These claims are derivative of Plaintiffs' meal period, rest period, and unpaid wages claims. Should Plaintiffs' meal period, rest period, and unpaid wages claims fail, these claims would also fail. (Molteni Decl., ¶ 19.)

In addition, Defendants contend that even if Plaintiffs were successful in their meal and rest period and unpaid wages claims, they would have to prove Defendants "willfully" failed to pay employees the appropriate wages due upon separation of employment. "A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due. However, a good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203." Cal. Code Regs. Tit. 8 § 13520. "A 'good faith dispute' that any wages are due occurs when an employer presents a defense, based in law or fact, which would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist." *Id.* (Molteni Decl., ¶ 20.)

From the outset, Defendants contend that any failure to pay meal period premiums, rest period premiums, or additional wages was not willful. Defendants argue that it would not be liable for waiting time penalties because a "good faith dispute" exists over the payment of those premium wages. See Cal. Code Regs. Tit. 8 § 13520; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201. Further, Defendants contend that Plaintiffs would also have to prove that Defendants "knowingly and intentionally" failed to comply with the wage statement requirements under Labor Code § 226. *See Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.

Defendants maintain that they reasonably, and in good faith believe that they were providing a complete and accurate wage statement in compliance with California law. (Molteni Decl., ¶ 21.)

Defendants also argue that Plaintiffs' meal period, rest period, and unpaid wages claims cannot form the basis of their wage statement claim. Defendants rely on the case *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, for the proposition that employees do not suffer injury under California Labor Code § 226(a) so long as the wage statements correctly reflected the hours worked and the pay received even if the pay is later determined to be inaccurate. (Molteni Decl., ¶ 22.)

4. Reimbursements

An employer shall indemnify their employees for all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer. (Lab. Code § 2802). The purpose of this statute is "to prevent employers from passing their operating expenses on to their employees." (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562.) (Molteni Decl., ¶ 23.)

Here, Plaintiffs contend that employees have to daily use their personal cellphones to communicate with management and office personnel regarding issues at each pool site, such as customer unavailability, change of services, and routes. Although employees make work-related calls on a personal cellphone, Defendants did not reimburse employees for such expense. (Molteni Decl., ¶ 24.)

Defendants contend that employees were never required to use their personal cell phones for work and that employees used their cell phones for their own convenience, such as to navigate to various locations. Moreover, Defendants contend that they provided cell phones to those employees that needed to communicate with the office to perform their tasks. In particular, they allege that plaintiffs Solis Hernandez and Diaz received company cell phones because of their work. (Molteni Decl., ¶ 25.)

5. PAGA Penalties

Plaintiffs also seek PAGA penalties for the claims outlined above. PAGA allows the private enforcement of certain California Labor Code sections relating to wage and hour violations. The statute of limitations for PAGA violations goes back one year. Because Plaintiffs' PAGA claims are based on the same alleged unlawful conduct as their class claims, Plaintiffs' PAGA claims are subject to the same risks on the merits as Plaintiffs' class claims. (Molteni Decl., ¶ 26.)

In addition, Defendants maintain that Plaintiffs' PAGA claims face manageability concerns consistent with the class certification challenges. Specifically, Defendants have due process rights which would not permit Plaintiffs to attempt to generalize violations from disparate anecdotal evidence. *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1. (Molteni Decl., ¶ 27.)

In addition, the Court may reduce any PAGA penalties awarded under Section 2699, subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to the Aggrieved Employees – assuming liability is proven as to each of Plaintiffs' claims – is higher in this case where these same individuals may also be receiving money for the same unlawful conduct under the class claims. *See Avila v. Cold Spring Granite Co.* (E.D. Cal. Jan. 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17 ("Because the PAGA penalties sought are at least partially duplicative of penalties granted by the underlying Labor Code violations, see, e.g., Cal. Lab. Code §§ 203, 226, 558(a), 1194.2, and because a Court has discretion in whether and in what amount to award PAGA penalties, see Cal. Lab. Code §2699(e)(2), Plaintiffs recognize that the potential PAGA penalties are highly uncertain."). As such, the Court may likely reduce any PAGA penalty amount awarded to the Aggrieved Employees. (Molteni Decl., ¶ 28.)

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendants will create a settlement fund of $322,000.

A. Deductions from the Settlement

The Parties have agreed (subject to and contingent upon the Court's approval) that this action be settled and compromised for the non-reversionary total sum of $322,000 ("Gross Settlement Amount" or "GSA"), which includes, subject to Court approval: (a) attorneys' fees of up to $96,600 (30% of the GSA)[4] to compensate Class Counsel for work already performed and all work remaining to be performed in documenting the settlement, administering the settlement, and securing Court approval; (b) actual litigation expenses estimated not to exceed $25,000;[5] 9 (c) a Class Representative Enhancement Payment to each of the named class representatives in a sum not to exceed $5,000 per Class Representative ($15,000 total) in consideration for prosecuting this class action, serving as Class Representatives, work performed, and risks undertaken for the payment of attorneys' fees and costs in the event they had been unsuccessful in the matter; (d) settlement administration fees and expenses to APEX, not to exceed approximately $4,190; and (e) $16,100 allocated to Plaintiffs' claims under the PAGA. Of this payment, 75%, or $12,075 will be provided to the LWDA, and 25%, or $4,025, will be available for distribution to Aggrieved Employees.[6]

B. Calculation of Settlement Payments to Class Members

After all Court-approved deductions from the GSA, it is estimated that $169,135 ("Net

[4] Although Class Counsel seeks attorneys' fees under the percentage method, Class Counsel will also provide the Court with their lodestar information at final approval.

[5] These will be tabulated and presented to the Court at final approval. Plaintiffs will only seek the amount of actual costs incurred during litigation. Should the actual costs be lower than $25,000, the difference will be added to the Net Settlement Amount for disbursement to Participating Class Members.

[6] Aggrieved Employees are all Class Members who worked for Defendants at any time from August 15, 2021. (Exh. 1, ¶ 3.)

Settlement Amount" or "NSA"), less employee taxes on the "wage portion" of the settlement payment, will be distributed to Participating Class Members.[7] Subject to the terms and conditions of the settlement, Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendants during the Class Period. The formula for distribution to Participating Class Members, which mirrors the class certification order, shall be calculated as follows:

(1) Miscalculation Subclass and Derivative Claims (Wage Statement, Waiting Time, and UCL): (08/08/18 to 11/11/22): Each workweek worked during this period will be assigned a value of 1x per workweek.

(2) Meal and Rest Period Subclass and Derivative Claims (08/08/18 to MSC Date: 06/05/25): Each workweek worked during this period will be assigned a value of 0.1x per workweek.

(3) Reimbursement Claim and Derivative Claims (Wage Statement, Waiting Time, and UCL) (08/08/18 to 11/29/22): Each workweek worked during this period (ending when iPads were distributed on 11/29/22) will be assigned a value of 0.25x per workweek. (Exh. 1, ¶ 56.1.1.)

In addition, Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount based on the number of pay periods they worked in California while employed by Defendants during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendants shall provide the Settlement Administrator with Class Members' dates of employment. The Settlement Administrator will calculate the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees ("Pay Period Value"); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value. (Exh. 1, ¶ 57.1.1.) This payment will be treated as 100% penalties. (Exh. 1, ¶ 57.1.2.)

Under no circumstances will any portion of the $322,000 settlement revert to Defendants.

---

[7] Participating Class Members are all Class Members who do not submit a valid and timely request to exclude themselves from this Settlement. (Exh. 1, ¶ 34.)

C. Notice to the Class

Within ten (10) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list the Class Data[8] and PAGA Data.[9] (Exh. 1, ¶ 60.3.)

Within ten (10) calendar days after receipt of the Class and PAGA Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice to all identified Class Members and Aggrieved Employees using the mailing address information provided by Defendants and the results of the search of the National Change of Address Database on all Class Members and Aggrieved Employees. (Exh. 1, ¶ 60.3.3.)

Within ten (10) calendar days after receipt of the Class and PAGA Data, the Settlement Administrator will send a text message to the phone numbers for every Class Member and Aggrieved Employee with the following message in English and Spanish: "If you were employed by LaBella's Pool Service & Supplies, Inc. as an hourly employee servicing pools in California between 8/8/18 and 12/18/25, you may be eligible to receive a settlement check in the mail. Please call [toll free number] or go to [website link] for additional information." (Exh. 1, ¶ 60.3.4.)

After notices are mailed, Class Members will have forty-five (45) days to respond to the settlement (this is referred to as the "Response Deadline"). (Exh. 1, ¶ 40.) Class Members may respond to the settlement by requesting to be excluded from it or objecting to it. Class Members can also file a dispute as to the number of workweeks attributed to them.

---

[8] The Class Data is the electronic database Defendants shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the dates of employment during the Class Period. The Class Data shall be based on Defendants' payroll, personnel, and other business records. (Exh. 1, ¶ 7.)

[9] The PAGA Data is the electronic database Defendants shall deliver to the Settlement Administrator which will list the following information for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) dates of employment, so the Settlement Administrator will calculate the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee. The PAGA Data shall be based on Defendants' payroll, personnel, and other business records. (Exh. 1, ¶ 30.)

1. Requests for Exclusion

The Class Notice will provide that Class Members who wish to exclude themselves from the settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline. (Exh. 1, ¶ 60.5.)

2. Objections

The Class Notice will provide that the Class Members who wish to object to the settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. (Exh. 1, ¶ 60.4.)

3. Disputes

If a Class Member or Aggrieved Employee who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member or Aggrieved Employee may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member or Aggrieved Employee contends he or she worked for Defendants during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or Aggrieved Employee to Defendants. Defendants shall review their records, the documentation provided by the

Class Member or Aggrieved Employee, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendants' records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or Aggrieved Employee and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding. (Exh. 1, ¶ 60.6.)

4. Returned Notices

If a Class Notice is returned because of an incorrect address, within five (5) calendar days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found. (Exh. 1, ¶ 60.3.6.)

5. Distribution of Funds

Defendants shall wire or otherwise provide to the Settlement Administrator a good faith deposit of $22,000 no later than fifteen (15) days after preliminary approval. Defendants shall wire or otherwise provide to the Settlement Administrator the remainder of the Gross Settlement Amount of $300,000 and all employer payroll taxes owed on the wage portion of the Individual Class Payments no later than thirty (30) days after the Effective Final Settlement Date. (Ex. 1, ¶ 21; see also Ex. 1, ¶ 60.12.1.)

Within ten (10) calendar days after Defendants provide the full GSA to the Settlement Administrator, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to Aggrieved Employees; (3) the Attorneys' Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Service Payments paid to the Class Representatives, as approved by the Court; (5) the Administration Costs, as approved by the Court; and (6) the LWDA Payment to the LWDA. (Exh. 1, ¶ 17; see also Exh. 1, ¶ 60.12.2.)

Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and twenty (120) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next thirty (30) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 120-day period after mailing the reminder notice, the Settlement Administrator will, after the Court's approval of the final accounting report, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining uncashed shall be distributed on a cy pres basis to Centro Legal de La Raza, based in Oakland, a non-profit organization, with the cy pres distribution earmarked for non-litigation purposes. In such event, the class member who did not cash his or her check shall nevertheless remain bound by the settlement. (Exh. 1, ¶ 60.14.)

6. Release of Claims

All Participating Class Members will, upon the Effective Final Settlement Date, release and discharge the Released Parties from any and all claims pled in the operative complaint, or claims that could have been pled based on the factual allegations stated in the operative complaint. The Released Claims shall be for the Class Period. (Exh. 1, ¶ 37; see also Exh. 1, ¶ 61.1).

In addition, in exchange for a portion of the PAGA Payment, all Aggrieved Employees will, upon the Effective Final Settlement Date, release any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act of 2004 set forth in the operative Notice to the LWDA. The PAGA Released Claims shall be for the PAGA Period. (Exh. 1, ¶ 38; see also Exh. 1, ¶¶ 38 and 61.2. and Exh. 2 PAGA Notice.)

In addition, Plaintiffs have agreed to a general release of their claims. (Exh. 1, ¶ 61.3.)

IV. LEGAL ARGUMENT

A. Class Action Settlements Are Subject to Court Review and Approval Under the California Rules of Court

Rule 3.769 requires court approval for class action settlements.[10] "Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement." (California Rules of Court, Rule 3.769(g)). Rule 3.769 further requires a noticed motion for preliminary approval of class settlements:

> (a) A settlement or compromise of an entire class action, or a cause of action in a class action, or as to a party, requires the approval of the court after hearing.
> . . .
> (c) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.

The decision to approve or reject a proposed settlement is committed to the trial court's sound discretion. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235.) In passing on class settlements, trial courts have broad powers to determine whether the proposed settlement is fair under the circumstances of the case. (*Id.*; *Mallick v. Sup. Ct.* (1979) 89 Cal.App.3d 434, 438; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1138.) To grant preliminary approval of a class settlement, the Court need find only that the settlement falls within the range of possible final approval and thus whether notice to the class of the settlement's terms and the scheduling of a fairness hearing are worthwhile. (*See, e.g., In re Traffic Exec. Ass'n* (2d Cir. 1980) 627 F.2d 631, 633-634; *see also* 4 *Newberg* § 11.25; *Wershba,* 91 Cal. App. 4th at 234-235.)

B. The Settlement is Fair, Reasonable, and Adequate

In deciding whether to approve a proposed class action settlement under Code of Civil Procedure § 382, the Court must find that a proposed settlement is "fair, adequate and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement is presumed fair under the following circumstances: (1) the parties reached settlement after arm's-

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

length negotiations; (2) investigation and discovery were 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.* at 1802; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128; *see also Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52–53 and *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1389-1390.) As the following shows, all of these elements –with the exception of the percentage of objectors, which cannot be anticipated at this stage of the litigation – bearing on the fairness of the proposed settlement are present here and the Court's grant of preliminary approval is therefore requested.

1. The Settlement was Reached as a Result of Arm's-Length Negotiations

The settlement was reached through arm's-length bargaining, after the guidance of an experienced class action mediator and a settlement judge, and which took place after vigorous negotiations. In addition, investigation and discovery have been thorough. Class Counsel, who has decades of experience in similar litigation, determined based on the discovery and analysis that the proposed settlement amount is fair and reasonable and that a colorable risk existed of recovering less (or even nothing) if the litigation continued. (Molteni Decl., ¶¶ 46-48.) For the reasons set forth below, all of these factors weigh in favor of preliminary approval.

2. The Settlement is the Result of Thorough Investigation and Discovery

Settlement negotiations in this case started taking place only after substantial verified discovery was conducted by the Parties, including the review of thousands of timecards, route sheets, payroll documents and the receipt of the class list, which allowed Plaintiffs to communicate and interview Members of the proposed Class. (Molteni Decl., ¶¶ 2, 7-8.) The Parties thoroughly investigated and evaluated the factual strengths and weaknesses before reaching the proposed settlement, and engaged in sufficient investigation, research and discovery to support the settlement.

3. Counsel are Experienced in Similar Litigation

Both Class Counsel and Defendants' Counsel are particularly experienced in employment law and class actions. Class Counsel is experienced in the litigation, certification, and settlement of wage-and-hour cases, including class actions similar to this case. (*See* Molteni Decl., ¶¶ 46-49.) In negotiating the Settlement, Class Counsel had the benefit of years of experience combined with their familiarity with the facts of this case. Class Counsel fully supports the resulting settlement as fair, reasonable, and adequate and in the best interests of the Class. (*See* Molteni Decl., ¶ 50.)

4. The Proposed Settlement is a Reasonable Compromise of Claims

An understanding of the amount in controversy is an important factor in determining whether the settlement "of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; *see also Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409. The most important factor in this regard is "the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." *Id.*

In weighing the strength of the plaintiff's case, *Kullar* instructs that the court is not to "decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys." *Kullar, supra*, 168 Cal.App.4th at 133. *Kullar* does not require an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims, provided there is a record which allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." *Munoz*, 186 Cal.App.4th at 409. Put differently, "as the court does when it approves a settlement as in good faith under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is within the 'ballpark' of reasonableness." *Kullar*, *supra*, 168 Cal.App.4th at 133, citing *Tech-Bilt v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499-500. As the following subsections show, the Parties' investigation and discovery revealed many reasons to discount claims and agree to this settlement.

a. The Settlement is Fair and Reasonable Based on the Strengths of Plaintiffs' Case and the Risks and Costs of Further Litigation

The proposed settlement was only possible following significant discovery and an evaluation of Defendants' relevant policies and procedures, as well as the data that Defendants produced for the putative class as referenced above. This permitted Class Counsel to engage in a comprehensive analysis of liability and potential damages. The discovery conducted allowed Plaintiffs to evaluate the strengths and weaknesses of their theories of liability, which are predicated on Plaintiffs' claims that Defendant failed to provide lawful meal and rest periods and failed to pay all wages owed to employees. As explained herein, Defendants maintain that the discovery produced demonstrates that they would succeed on the merits.

Although Plaintiffs certified a class of non-exempt hourly employees, Defendants' counterarguments raise uncertainties with respect to success on the merits. While remaining confident in the strengths of their claims, all of these factors led Plaintiffs to discount the following maximum potential damage exposure.

b. Potential Exposure on Plaintiffs' Claims

The settlement encompasses approximately 5,742 workweeks.[11] Employees earned approximately $22[12] per hour on average. (Molteni Decl., ¶ 29.)

Unpaid Wages: Plaintiffs claim that employees were not fully compensated for all hours worked, including regular and overtime wages, based on the miscalculation of the proper regular pay and overtime pay[13]. Defendants concede this underpayment; however, they contend the liability period in light of adopting a new payroll system. Therefore, the liability period for this claim would be limited to 12/21/22 and it amounts to approximately 4,178 workweeks. (Molteni Decl., ¶ 30.) Plaintiffs believe that employees are owed approximately half an hour of pay per workweek at regular rate and half an hour of pay per workweek at overtime rate. If Plaintiffs were to prevail on this claim, Plaintiffs and Class Members would be entitled to the following potential damages: [0.5 hours/week * 4,178 workweeks * $22/hourly rate] + [0.5 hours/week * 4,178 * $33/hourly overtime rate] = $114,925. Defendants contend that their calculations show that the underpayment amounts to approximately $20,000. (*Id.*)

Meal Periods: Plaintiffs allege that Defendants failed to provide employees with duty-free meal periods in accordance with California for a portion of the class period. If Plaintiffs were to

---

[11] Based on employment dates provided by Defendants on April 5, 2023.

[12] Defendants contest this average wage alleging that most of their employees earned minimum wages.

prevail on this claim, Plaintiffs and the Class Members would be entitled to the following potential damages: 5 (late and missed first/second meal periods per week) * 5,742 workweeks * $22/hour = $631,620 (Molteni Decl., ¶ 31.) Defendants contend that they always provided employees with duty-free meal periods, and they were not required to keep meal period records because employees, who worked on the field, "ceased operations" under the applicable Wage Order. Defendants also contend that this amount should be zero because they would be able to show that they provided employees with duty-free meal periods during the entire class period.

Rest Periods: Plaintiffs allege that Defendants failed to provide employees with rest periods in accordance with California law for a portion of the class period. Plaintiffs contend that employees were overscheduled and were not permitted to take discrete 10-minute rest periods. If Plaintiffs were to prevail on this claim, Plaintiffs and the Class Members would be entitled to the following potential damages: 5 (missed rest periods per week) * 5,742 workweeks * $22/hour = $631,620 (Molteni Decl., ¶ 32.) Defendants contend that this amount should be zero because they have a lawful rest period policy and practice for the entirety of the class period. Defendants disagree and contend that they consistently directed their employees to take their breaks, including counseling and even disciplining employees when they failed to do so. Accordingly, Defendants claim Plaintiffs should take nothing on this claim and, if the factfinder agreed, Plaintiffs would take nothing. Although remaining confident in their position, Plaintiffs had no way of knowing how the factfinder would rule on this issue and a substantial discount had to be given to make the settlement possible.

Reimbursements: Plaintiffs allege that Defendants failed to reimburse employees for the use of their personal cellphones while discharging their duties. If Plaintiffs were to prevail on this claim, Plaintiff Camacho and Class Members would be entitled to the following potential damages: $50 (partial allocation)/month * 5,742 workweeks/4 weeks (month) = $71,775. (Molteni Decl., ¶ 33.) Defendants contend that employees were never required to use their personal cell phones for work and that employees used their cell phones for their own convenience. Moreover, Defendants contend that they provided cell phones to those employees that needed to communicate with the office to perform their tasks. In particular, they allege that plaintiffs Solis Hernandez and Diaz received company cell phones because of their work. As such, Defendants contend that they do not owe any reimbursement for cellphone expenses.

Inaccurate Wage Statements: If Plaintiffs were to prevail on their unpaid wages, meal and rest period claims, Plaintiffs may be entitled to penalties for inaccurate wage statements. If Plaintiffs were to prevail on this claim, the damages would be [36 initial violations * $50/initial violation] + [1,209 subsequent violations * $100] = $122,700. (Molteni Decl., ¶ 34.)

Waiting Time Penalties: If Plaintiffs were to prevail on their meal period, rest period, or unpaid wages claims, they and the Class Members may also be entitled to waiting time penalties. Plaintiffs calculate the potential exposure under their waiting time penalties cause of action as 52 former employees * 30 days * 8 hours * $22/hour = $274,560 (Molteni Decl., ¶ 35.) If Plaintiffs' meal period, rest period, or unpaid wages claims fail, these claims also fail.

Since the inception of this litigation, Defendants have alleged that these violations were not willful and knowing and intentional; therefore, there is a possibility that the factfinder could find on their favor. If this were to occur, Plaintiffs and the Class would receive nothing under these claims. In addition, a good faith dispute that any wages are due will preclude imposition of waiting time penalties. Defendants argue that Plaintiffs will not be able to show that any violations were knowing and intentional and willful. Defendants also contend that there is a good faith dispute about whether any wages are due. Defendants further argue that Plaintiffs' unpaid wages, meal period, and rest period claims cannot form the basis of their wage statement claim. Defendants rely on the case *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, for the proposition that employees do not suffer injury under Labor Code § 226(a) so long as the wage statements correctly reflected the hours worked and the pay received even if the pay is later determined to be inaccurate. Plaintiffs had to take these arguments into consideration.

PAGA Penalties: Plaintiffs also seek PAGA penalties. PAGA allows the private enforcement of certain Labor Code sections relating to wage and hour violations. PAGA Section 2699(f)(2) reads, in part, as follows:

> [T]he civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

The statute of limitations for PAGA violations go back one year. The potential damages under Plaintiffs' PAGA claim are $530,600 (Molteni Decl., ¶ 37.)

As Plaintiffs' PAGA claims are based on the same alleged unlawful conduct as their class claims, Plaintiffs' PAGA claims are subject to the same risks on the merits as Plaintiffs' class claims. In addition, the Court may reduce any PAGA penalties awarded under Section 2699, subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to Plaintiffs and the PAGA Aggrieved Employees – assuming liability is proven as to each of Plaintiffs' claims– is higher in this case where these same individuals may also be receiving money for the same unlawful conduct under the class claims. *See Avila v. Cold Spring Granite Co.* (E.D. Cal. Jan. 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17 ("Because the PAGA penalties sought are at least partially duplicative of penalties granted by the underlying Labor Code violations, see, e.g., Cal. Lab. Code §§ 203, 226, 558(a), 1194.2, and because a Court has discretion in whether and in what amount to award PAGA penalties, see Cal. Lab. Code § 2699(e)(2), Plaintiffs recognize that the potential PAGA penalties are highly uncertain."). As such, the Court may reduce any PAGA penalty amount awarded to Plaintiffs and the PAGA Aggrieved Employees. (Molteni Decl., ¶ 38.)

Thus, <u>not taking into account any of Defendants' defenses or arguments</u>, Plaintiffs estimated that if they were successful in their core claims, Defendants' total exposure would be approximately $1,449,940 [$114,925 (unpaid wages exposure) + $631,620 (meal period exposure) + $631,620 (rest period exposure) + $71,775 (reimbursement exposure) = $1,449,940]. If the factfinder were to side with Defendants on these claims, Plaintiffs and Class Members would not be entitled to any damages for wage statements, waiting time penalties, or PAGA penalties that are derivative of and dependent on Plaintiffs prevailing on their unpaid wages claims, meal period, and rest period claims. If Plaintiffs are successful in their unpaid wages, meal period, or rest period claims, and are able to prove that Defendants' wage statement violations were knowing and intentional and that the waiting time penalties violations were willful, they may also be entitled to damages for wage statements and waiting time penalties in the amount of $397,260 [$122,700 (wage statements) and $274,560 (waiting time penalties) = $397,260]. Plaintiffs and the Aggrieved Employees may also be entitled to PAGA penalties in the amount of $530,600, subject to Court reduction. (Molteni Decl., ¶ 39.)

c. The Settlement Amount of $322,000 is Reasonable

In light of the risks Plaintiffs' claims faced and Defendants' financial condition, Plaintiffs and their Counsel believe that the settlement amount of $322,000 – with an average settlement share amount estimated at $1,879.27– is a reasonable and fair settlement amount. (Molteni Decl., ¶ 41.)

It should be noted that a settlement is not judged solely against what might have been recovered, had the plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 246, 250; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1139; "Compromise is inherent and necessary in the settlement process…even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Wershba*, *supra*, at 250; *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 628 ("It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not…render the settlement inadequate or unfair"); *see also In re Omnivision Technologies, Inc.* (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 95616, *21 , (noting that certainty of recovery in settlement of 6% of maximum potential recovery after reduction for attorneys' fees was higher than median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from 2002 through 2006).

C. <u>Notice to The Class Complies with California Rule of Court 3.769 (f)</u>

California Rule of Court 3.769(f), provides:

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

The proposed Class Notice meets all of these requirements. The proposed Class Notice advises the class of their rights to participate in the settlement, how to and when to object to or request exclusion from the settlement, and the date, time, and location of the final approval hearing. The proposed Class Notice is attached as Exhibit B to the Agreement.

V. CONCLUSION

Plaintiffs respectfully submit that the proposed settlement is in the best interests of the Class and Class Members, as it is fair, adequate, and reasonable, and one that should ultimately be granted final approval. Under the applicable class action criteria and guidelines, the proposed settlement should be preliminarily approved by the Court and the Class Notice should be approved. Plaintiffs also respectfully request the Court set a final approval hearing date.

Respectfully Submitted,

Dated: January 13, 2026 MOLTENI EMPLOYMENT LAW

By:_ __________________________________

Cristina Molteni
Attorney for Plaintiffs and the Class