

AEGIS LAW FIRM, PC

KASHIF HAQUE, State Bar No. 218672
SAMUEL A. WONG, State Bar No. 217104
JESSICA L. LOOS, State Bar No. 280626
JAMIE M. LOOS State Bar No. 346492
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
jcampbell@aegislawfirm.com
jloos@aegislawfirm.com

Attorneys for Plaintiff Daniel Dru Montes, individually, and on behalf
of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

DANIEL DRU MONTES, individually and
on behalf of all others similarly situated

Plaintiff,

vs.

NORTHERN LITHO, LLC; PACIFIC
LITHO, LLC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 37-2022-00031278-CU-OE-CTL

Assigned for all purposes to:
Hon. Richard S. Whitney
Dept. C-68

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 7, 2025
Time: 10:30 a.m.
Dept: C-68

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	SUMMARY OF THE LITIGATION	2
III.	SUMMARY OF THE SETTLEMENT.....	3
A.	Terms of Settlement	3
B.	Proposed Opt-Out and Objection Process	4
C.	Proposed Release	5
IV.	LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL	6
A.	Provisional Certification of the Class is Appropriate	6
1.	The Proposed Class is Numerous and Ascertainable	6
2.	A Well-Defined Community of Interest Exists Among Class Members	6
3.	A Class Action is Superior to a Multitude of Individual Lawsuits	8
B.	The Settlement Meets the Standards for Preliminary Approval	8
1.	The Settlement is Entitled to a Presumption of Fairness	9
2.	The Settlement is Reasonable Given the Strengths of Plaintiff’s Claims and the Risks and Expense of Litigation	10
C.	The Requested Service Award for Plaintiff	13
D.	The Requested Attorneys’ Fees and Costs	13
V.	CONCLUSION.....	14

TABLE OF AUTHORITIES

Cases

<i>Bell v. Farmers Ins. Exch.</i> , 115 Cal. App. 4th 715, 726 (2004).....	13
<i>Brinker Restaurant Corp. v. Superior Court</i> , 53 Cal. 4th 1004, 1021 (2012)	6
<i>Capitol People First v. State Dep't of Developmental Servs.</i> , 155 Cal. App. 4th 676, 696-697 (2007)	7
<i>Cellphone Termination Fee Cases</i> , 186 Cal. App. 4th 1380, 1389 (2010)	8, 13
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43, 66, n.11 (2008)	13
<i>Classen v. Weller</i> , 145 Cal. App. 3d 27, 46 (1983)	7
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794, 1802 (1996)	8
<i>Fireside Bank v. Superior Court</i> , 40 Cal. 4th 1069, 1089 (2007)	6
<i>Ghazaryan v. Diva Limousine, Ltd.</i> , 169 Cal. App. 4th 1524, 1537-1538 (2008)	8
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal. App. 4th 116, 129 (2008)	10
<i>Linder v. Thrifty Oil Co.</i> , 23 Cal. 4th 429, 435, 446 (2000)	8
<i>Munoz v. BCI Coca-Cola Bottling Co. of L.A.</i> , 186 Cal. App. 4th 399, 407 (2010)	10
<i>North County Contractor's Ass'n., Inc. v. Touchstone Ins. Servs.</i> , 27 Cal. App. 4th 1085, 1089-90 (1994)	8
<i>Rebney v. Wells Fargo Bank</i> , 220 Cal. App. 3d 1117, 1139 (1991)	10
<i>Richmond v. Dart Industries, Inc.</i> , 29 Cal. 3d 462, 470 (1981)	6
<i>Sav-On Drug Stores, Inc. v. Superior Court</i> , 34 Cal. 4th 319, 327 (2004)	6, 13
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224, 250 (2001)	10

Statutes

Business and Professions Code § 17200, <i>et seq.</i>	2
Cal. Lab. Code § 226	12
Civil Code section 1542	5
Lab. Code § 203	12
Labor Code section 2699(1)(2)	3
Labor Code section 2699.3(a)	2

Other Authorities

1	California Rules of Court 3.769 (d) and (e).....	1
2	California Rules of Court Rule 3.766 (d)-(f)	5
3	California Rules of Court Rule 3.766(d).....	4
4	Treatises	
5	Conte & Newberg, <i>Newberg on Class Actions</i> , § 11.26 (4th ed. 2002)	8

1 **I. INTRODUCTION**

2 Pursuant to California Rules of Court 3.769 (d) and (e), Plaintiff Daniel Dru Montes (“Plaintiff”)
3 requests that the Court grant preliminary approval of a class action settlement of wage and hour claims,
4 including a claim under the California Private Attorneys General Act of 2004, codified at Labor Code
5 §§ 2698, *et seq.* (“PAGA”), against Defendants Northern Litho, LLC and Pacific Litho, LLC
6 (“Defendants”) (collectively, Plaintiff and Defendants are referred to as the “Parties”). The putative
7 class consists of approximately 45 employees who were employed by Defendants in California
8 (individually, “Class Member”; collectively, the “Class”) from February 8, 2018 through February 4,
9 2025 (the “Class Period”). The basic terms of the Class Action and PAGA Settlement Agreement and
10 Class Notice (“Settlement Agreement” or “Settlement”)¹ provide for the following:

- 11 (1) A non-reversionary Gross Settlement Amount of \$397,250.00 allocated for
12 approximately 45 Class Members on a pro rata basis according to the number of
13 weeks each Class Member worked during the Class Period;
14 (2) An award of up to one-third of the Gross Settlement Amount (currently
15 \$132,416.66) and up to \$25,000.00 in reimbursement of costs to Plaintiff’s
16 Counsel for services rendered as counsel on this matter;
17 (3) A Service Payment of up to \$10,000.00 to Plaintiff Daniel Dru Montes;
18 (4) Settlement Administration fees and costs of up to \$5,500.00; and
19 (5) An allocation of \$40,000.00 for resolution of civil penalties under PAGA. Seventy-
20 five percent (75%) of this payment will be paid to the California Labor and
21 Workforce Development Agency (“LWDA Payment”), and twenty-five percent
22 (25%) will be paid to Class Members who worked for Defendants during the
23 PAGA Period (the “Aggrieved Employees”).

24 With each Class Member allocated an average recovery of approximately \$4,000.00 from the Net
25

26 ¹ A true and correct copy of the fully-executed “Class Action and PAGA Settlement Agreement and
27 Class Notice” is attached as **Exhibit 1** to the Declaration of Jamie M. Loos in Support of Plaintiff’s
28 Motion for Preliminary Approval of Class Action Settlement (“Loos Decl.”), filed concurrently herewith.
Unless otherwise defined herein, all capitalized terms in this Motion will be used as such terms are
defined and used in the Settlement.

Settlement Amount, the Settlement satisfies the criteria for preliminary approval and falls well within the range of reasonableness given the risks and costs of continued litigation. The Settlement was reached through informed, arms-length bargaining at and after mediation between experienced attorneys. As such, Plaintiff requests that the Court grant preliminary approval of the Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiff as the Class Representative, appoint Plaintiff's Counsel as Class Counsel, appoint ILYM Group, Inc. as the Settlement Administrator, authorize the Settlement Administrator to send notice of the Settlement, and set a final approval hearing date.

II. SUMMARY OF THE LITIGATION

On August 5, 2022, Plaintiff filed a putative class action on behalf of Defendants' employees alleging the following causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to timely pay all earned wages; (4) failure to provide meal periods; (5) failure to permit rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; (8) failure to reimburse necessary business expenses; and (9) violation of Business and Professions Code § 17200, *et seq.*; for the preceding claims. Loos Decl., ¶ 3. On August 5, 2022, Plaintiff's counsel provided written notice to the LWDA and Defendants regarding Defendants' alleged Labor Code violations, as required by Labor Code section 2699.3(a). *Id.* at Ex. 3. The LWDA did not respond to this notice, indicating it did not intend to investigate, thus allowing Plaintiff to bring a PAGA claim against Defendants. *Id.* at ¶ 3. On November 29, 2022, Plaintiff filed a First Amended the Complaint adding a PAGA claim. *Id.* at ¶ 4. On December 6, 2023, Plaintiff filed a Second Amended Complaint to include additional information regarding his allegations. *Id.* at ¶ 5. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") *Id.* Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

After discovery and engaging in numerous discussions between the Parties' attorneys, the Parties agreed to attend a private mediation session. *Id.* at ¶ 6. Through formal and informal discovery, Defendants produced a significant amount of documents and information, including Plaintiff's personnel file, policy documents, and a sampling of class members' timekeeping and pay records. Loos Decl., ¶ 7.

On December 4, 2024, the Parties attended a mediation session with Christianna Kyriacou Mantas,

1 a respected mediator. Loos Decl., ¶ 8. The Parties reached a resolution at the end of the mediation. *Id.* The
2 Parties spent the next several months negotiating the terms of the Settlement, which was finalized in April
3 2025. *Id.* The negotiations were adversarial, conducted at arm's length and tempered by the efforts of
4 both sides to serve the interests of their clients. *Id.*

5 Plaintiff has submitted the Settlement to the LWDA in conjunction with this Motion pursuant to
6 Labor Code section 2699(1)(2). *Id.* at ¶ 9, Ex. 2.

7 **III. SUMMARY OF THE SETTLEMENT**

8 **A. Terms of Settlement**

9 Plaintiff and Defendants agreed to settle the class and PAGA claims in exchange for a Gross
10 Settlement Amount of \$397,250.00. Settlement Agreement, § 3.1. The Gross Settlement Amount will
11 be used to make payments for the following: (1) Individual Class Payments to Participating Class
12 Members and Individual PAGA Payments to Aggrieved Employees; (2) attorneys' fees to Class Counsel
13 of up to one-third of the Gross Settlement Amount; (3) reimbursement of Class Counsel's litigation
14 costs of up to \$25,000.00; (4) a Service Payment to Plaintiff of up to \$10,000.00; (5) Settlement
15 Administration fees and costs of \$5,500.00; and (6) a payment to the LWDA of \$30,000.00 pursuant to
16 PAGA. *Id.* at §§ 3.2.1 – 3.2.5.

17 Class Members do not need to submit a claim form to participate in the Settlement. Settlement
18 Agreement, § 3.1. Pursuant to the Settlement Agreement, Defendants will fully fund the Gross
19 Settlement Amount within 15 calendar days of the date the Court grants final approval of the settlement
20 and enters judgment, or a later date if the judgment is appealed. *Id.* at § 4.2. Class Members' Individual
21 Class Payments will be distributed within 14 days after Defendants fully fund the Gross Settlement
22 Amount. *Id.* at § 4.3. Individual Class Payments will be calculated by comparing the total number of
23 Workweeks for the Class to each individual Class Member's number of Workweeks. *Id.* at § 3.2.4. The
24 Settlement Administrator will calculate the actual estimated recovery to include in the Class Notice and
25 provide the estimated low and high range of possible recovery at final approval. *Id.* at §§ 3.2.5.1, 7.4.1,
26 7.4.2; Settlement Agreement, Ex. A (Notice of Class Action Settlement).

27 The Individual Class Payments to Class Members will be allocated for tax purposes as follows:
28 25% to wages; 75% to penalties and interest. Settlement Agreement, § 3.2.4.1. The employer-side

1 payroll taxes on the portion allocated to wages will be paid by Defendants separately from, and in
2 addition to the Gross Settlement Amount. *Id.* at § 4.2. No portion of the Gross Settlement Amount will
3 revert to Defendants. *Id.* at § 3.1. Funds from uncashed or undeliverable checks will be tendered by the
4 Settlement Administrator to the parties' chosen cy pres recipient, Bet Tzedek Legal Services, subject to
5 approval by the Court. *Id.* at § 4.3.3. If the Court does not approve the cy pres, such funds will be
6 tendered to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the
7 funds are designated. *Id.*

8 **B. Proposed Opt-Out and Objection Process**

9 Once the Court grants preliminary approval, Defendants will have fifteen calendar days to deliver
10 the Class Data to the Settlement Administrator. Settlement Agreement, § 4.1. The Settlement
11 Administrator will then have 14 calendar days to send Class Members the Notice of Class Action
12 Settlement ("Class Notice") by first-class mail after checking for updated addresses through the National
13 Change of Address database. *Id.* at § 7.4.2. The Class Notice provides information regarding the nature
14 of the lawsuit, a summary of the substance of the settlement terms, the formula for calculating Individual
15 Class Payments, each Class Member's estimated payout, a statement that Class Members who take no
16 action will release their claims and receive settlement checks, instructions regarding how to dispute the
17 calculations, instructions regarding how to request exclusion or object to the Settlement, the date for the
18 final approval hearing, the amounts sought for attorneys' fees and costs, the Settlement Administration
19 Costs, the Class Representative's Service Payment, and the PAGA allocation. *See* Settlement
20 Agreement, Ex. A (Class Notice).

21 The Class Notice provides instructions for Class Members who choose to exclude themselves
22 from the Settlement. *See* Settlement Agreement § 7.5.1. To opt out, Class Members are instructed to
23 submit a Request for Exclusion to the Settlement Administrator by a specified date (45 days after the date
24 of mailing of the Class Notice). *See* Settlement Agreement, Ex. A (Class Notice), § 7.5.1. Class Members
25 do not need to submit a claim form to participate in the Settlement. *Id.* at p. 24. Class Members are
26 informed of how they can object to the Settlement, and the Class Notice informs Class Members of the
27 date, time, and location of the final fairness and approval hearing so that they can appear in person. *Id.*
28 The Class Notice also informs Class Members to check the Administrator's website or contact Class

1 Counsel to verify the date and time of the Final Approval Hearing. *Id.* Accordingly, the content of the
2 Class Notice complies with the requirements of California Rules of Court Rule 3.766(d).

3 If Class Notice packets are returned as undeliverable, the Settlement Administrator will perform a
4 skip-trace or other search, and re-mail the Class Notice with an extended deadline, to opt out or object, of
5 14 days from the date of mailing or the original deadline, whichever is later. Settlement Agreement, §
6 1.42. The initial 45-day notice period and extension process ensures the notice program provides due
7 process by giving Class Members enough time to determine whether they want to participate in the
8 Settlement. This means of notice is reasonably calculated to apprise Class Members of the pendency of
9 the action. *See* California Rules of Court Rule 3.766 (d)-(f).

10 **C. Proposed Release**

11 The release to be given by Class Members is limited to Defendants and any of their predecessors,
12 successors, affiliates, subsidiaries, parent entities or companies, investors, partners, current and past
13 employees, insurers, agents, consultants, legal representatives and any other related entities and all of
14 their past, present and future officers, shareholders, owners, members, directors, partners, agents,
15 managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors in-interest, and
16 underwriters (the “Released Parties”). Settlement Agreement, § 1.40. Under the proposed release, Class
17 Members who do not exclude themselves from the Settlement will be deemed to have released the
18 following:

19 (i) all claims, causes of action, covenants, contracts, agreements, promises, damages,
20 disputes, debts, liabilities, demands, obligations, guaranties, penalties, costs, expenses,
21 attorneys’ fees, liquidated damages, and all other manner of actions whatsoever, in law or
22 in equity, whether known or unknown, contingent or accrued, that occurred or are alleged
23 to have occurred during the Class Period and that arise out of the claims and allegations
24 asserted in the Action or which reasonably could have been asserted in the Action based on
25 the allegations in the pleadings or Plaintiff’s PAGA Notice.

26 *Id.* at § 5.2.

27 Aggrieved Employees will release the Released Parties from all claims, causes of action,
28 covenants, contracts, agreements, promises, damages, disputes, debts, liabilities, demands, obligations,

1 guaranties, penalties, costs, expenses, attorneys' fees, liquidated damages, and all other manner of
2 actions whatsoever, in law or in equity, whether known or unknown, contingent or accrued, that
3 occurred or are alleged to have occurred during the PAGA Period and that arise out of the facts and
4 allegations contained in the pleadings in this Action and Plaintiff's PAGA Notice. § 5.3.

5 Only Plaintiff will agree to a general release of any and all claims, whether known or unknown,
6 which exist or may exist on Plaintiff's behalf as of the date of the Settlement, and a waiver of Civil Code
7 section 1542. Settlement Agreement, § 5.1.1.

8 **IV. LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL**

9 **A. Provisional Certification of the Class is Appropriate**

10 Class certification is appropriate when there exists (1) an ascertainable and sufficiently numerous
11 class, (2) a well-defined community of interest among class members, and (3) when certification would
12 be a fair and efficient means of adjudicating the action, rendering class litigation superior to alternative
13 means. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1021 (2012).

14 **1. The Proposed Class is Numerous and Ascertainable**

15 Whether a class is "ascertainable" is "determined by examining (1) the class definition, (2) the
16 size of the class, and (3) the means available for identifying class members." *Reyes v. Bd. of Supervisors*,
17 196 Cal. App. 3d 1263, 1271 (1987). Here, the Class consists of all employees who are or were employed
18 by Defendants in California at any time from February 8, 2018 through February 4, 2025. Settlement
19 Agreement, §§ 1.5, 1.12. Defendants' records show the Class consists of approximately 45 individuals,
20 making joinder of all Class Members impracticable. Loos Decl., ¶ 10. Further, the Class is readily
21 ascertainable from Defendants' business records because all Class Members are current or former
22 employees of Defendants. *Id.*

23 **2. A Well-Defined Community of Interest Exists Among Class Members**

24 "[T]he 'community of interest requirement embodies three factors: (1) predominant common
25 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)
26 class representatives who can adequately represent the class.'" *Fireside Bank v. Superior Court*, 40 Cal.
27 4th 1069, 1089 (2007) (quoting *Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462, 470 (1981)).

28 **a. Common Questions Predominate**

1 To assess whether common questions predominate, courts focus on whether the theories of
2 recovery advanced are likely to prove amenable to class treatment. *See Sav-On Drug Stores, Inc. v.*
3 *Superior Court*, 34 Cal. 4th 319, 327 (2004). In other words, courts determine whether the elements
4 necessary to establish liability are susceptible of common proof, even if the class members must
5 individually prove their damages. *Brinker, supra*, 53 Cal. 4th at 1021-1022, 1024.

6 Plaintiff alleges that Defendants maintained uniform employment policies and/or practices that
7 illegally deprived Class Members of lawful wages, meal periods, rest breaks, accurate wage statements,
8 and waiting time pay. Loos Decl., ¶ 11. Plaintiff contends that Plaintiff's allegations present common legal
9 and factual questions of, *inter alia*, whether Defendants applied the same scheduling, timekeeping,
10 minimum and overtime pay, meal period, and rest break policies to all Class Members; whether these
11 policies and practices resulted in Labor Code violations; whether Defendants' conduct was intentional;
12 and whether Class Members are entitled to penalties. *Id.* Plaintiff contends these questions could be
13 resolved using Class Members' schedules, time punches, and payroll records, Defendants' corporate
14 representative's testimony, written communications between Defendants and Class Members, and Class
15 Member declarations. *Id.* Thus, the Court can and should exercise its discretion to grant conditional class
16 certification for settlement purposes.

17 *b. Plaintiff's Claims are Typical of the Class Claims*

18 The typicality requirement is satisfied when the legal theories and facts supporting Plaintiff's
19 claims are substantially similar to other class members. *See Classen v. Weller*, 145 Cal. App. 3d 27, 46
20 (1983). Here, Plaintiff alleges that he and other Class Members were employed by Defendants and
21 injured by Defendants' common wage and hour policies and practices, including Defendants'
22 scheduling, timekeeping, minimum wage pay, overtime pay, meal period, and rest break practices and
23 policies. Loos Decl., ¶ 12. Through documents and information exchanged in discovery, including
24 production of hundreds of documents by Defendants, Plaintiff reaffirmed his belief that these common
25 policies and practices similarly affected Plaintiff and the Class. *Id.* Thus, Plaintiff's claims arise from
26 the same employment practices and are based on the same legal theories as those applicable to other
27 Class Members, as further explained in Plaintiff's exposure analysis below.

c. Plaintiff and Plaintiff's Counsel Will Adequately Represent the Interests of the Proposed Class

Certification requires adequacy of both the proposed class representative(s) and proposed class counsel. With respect to the class representative, a plaintiff must adequately represent and protect the interests of other members of the class and demonstrate that his or her claim is not inconsistent with the claims of other members of the class. *See Capitol People First v. State Dep't of Developmental Servs.*, 155 Cal. App. 4th 676, 696-697 (2007). Here, Plaintiff's interests are coextensive with the interests of the Class. Plaintiff demonstrated an ability to advocate for the interests of the Class by litigating this action, gathering documents and information, being available on the day of mediation to answer questions, meeting with his attorneys on several occasions to understand the claims and theories of liability at issue, assisting attorneys in preparing for mediation, reviewing the proposed settlement agreement to understand its legal effect, and obtaining a fair settlement on behalf of Class Members who stand to recover a substantial amount under the Settlement.

Likewise, Aegis Law Firm, PC has expended considerable time and effort on this case and will continue to do so through final approval. *See generally*, Loos Decl. Accordingly, Plaintiff should be appointed Class Representative, and Plaintiff's Counsel should be appointed Class Counsel

3. A Class Action is Superior to a Multitude of Individual Lawsuits

Class treatment is superior to other methods of adjudication when the probability is small that each class member will come forward to prove his or her claim and when the class approach would deter and redress the alleged wrongdoing. *See Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435, 446 (2000); *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524, 1537-1538 (2008). Here, none of the other Class Members had shown any interest in bearing the expense and burden of litigating their own claims. Thus, a class action is the superior method for seeking relief.

B. The Settlement Meets the Standards for Preliminary Approval

Preliminary approval is warranted if the settlement falls within a "reasonable range." *See North County Contractor's Ass'n., Inc. v. Touchstone Ins. Servs.*, 27 Cal. App. 4th 1085, 1089-90 (1994); Conte & Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002). In reviewing the fairness of a class action settlement, due regard should be given to what is "otherwise a private consensual

1 agreement between the parties.” *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1389
2 (2010). The inquiry “must be limited to the extent necessary to reach a reasoned judgment that the
3 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties,
4 and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Id.*

5 Reasonableness and fairness are presumed where (1) the settlement is reached through “arms-
6 length bargaining”; (2) investigation and discovery are “sufficient to allow counsel and the court to act
7 intelligently”; (3) counsel is “experienced in similar litigation”; and (4) the percentage of objectors “is
8 small.” *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996). The Settlement satisfies the first
9 three factors. Plaintiff will analyze the fourth factor at the final approval stage.

10 **1. The Settlement is Entitled to a Presumption of Fairness**

11 *a. The Settlement is the Result of Arm’s-Length Negotiations*

12 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
13 evidence to the contrary is offered. Thus, there is a presumption that settlement negotiations are
14 conducted in good faith. Here, the Settlement was the product of extensive investigation and a full day
15 mediation session with a respected mediator after extensive discovery. Loos Decl. ¶¶ 6-7. The
16 negotiations were adversarial, conducted at arm’s length and tempered by the efforts of both sides to
17 serve the interests of their clients. *Id.* at ¶ 8. The amount of Plaintiff’s requested Service Award was not
18 negotiated until after the Parties agreed to the Gross Settlement Amount and many other terms. *Id.* at ¶
19 23.

20 *b. Plaintiff’s Counsel Conducted Sufficient Investigation and Discovery*

21 Plaintiff’s Counsel thoroughly investigated the class claims, applicable law, and potential
22 defenses. *See generally*, Loos Decl. In particular, Plaintiff’s Counsel assessed the value of the class
23 claims using Defendants’ data and documents produced through discovery. Loos Decl., ¶ 12. Plaintiff’s
24 counsel extensively reviewed policy documents and Class Members’ time and pay records to perform a
25 thorough analysis. *Id.* Further, Plaintiff’s Counsel engaged an expert to quantify the potential exposure
26 using the time and payroll records, and then assessed the risks associated with each of the claims
27 meriting reductions in the likely recovery at trial. *Id.* Accordingly, Plaintiff’s Counsel fully understood
28 the strengths and weaknesses of the claims before the Parties reached a settlement. *Id.*

c. Plaintiff's Counsel is Experienced in Similar Litigation

Plaintiff is represented by Aegis Law Firm, PC (“Class Counsel”). Class Counsel prosecute wage and hour class actions on behalf of employees and others who have had their rights violated. Loos Decl. ¶¶ 25-26. The attorneys working on this case have been appointed class counsel in many cases, through both contested motions and settlement approval motions. *Id.* Thus, Plaintiff’s Counsel has extensive experience in similar litigation and should be appointed as Class Counsel.

2. The Settlement is Reasonable Given the Strengths of Plaintiff's Claims and the Risks and Expense of Litigation

Courts have discretion to approve class settlements by assessing several factors, including the “strength of plaintiffs’ case, risk, expense, complexity and likely duration of further litigation and risk of maintaining the class action through trial.” *Munoz v. BCI Coca-Cola Bottling Co. of L.A.*, 186 Cal. App. 4th 399, 407 (2010); *see Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008).

While Plaintiff and his counsel believed and continue to believe this is a strong case for certification, the significant risks and expenses associated with class certification and liability proceedings were taken into account. Loos Decl., ¶ 14. To determine if the amount offered at mediation was reasonable, Plaintiff's Counsel weighed that figure against many risk factors. *Id.* at ¶ 15. If Plaintiff continued to prosecute the claims rather than accept a settlement, Plaintiff would have faced deadlines to file a motion for class certification, had to have engaged in more formal written discovery and taken depositions, expended time and resources to resolve disputes, prepared and filed potential dispositive motions and/or discovery motions, and engaged in extensive trial preparation. *Id.* An adverse ruling at any one of these stages could have prevented the Class from obtaining any recovery. *Id.*

a. Exposure Analysis

A settlement does not have to provide 100% of the damages sought to be considered a fair and reasonable settlement. *See Rebney v. Wells Fargo Bank*, 220 Cal. App. 3d 1117, 1139 (1991). Rather, compromise is expected:

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.”

1 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 250 (2001) (citation omitted). Here, Plaintiff
2 contends that his claims are based on Defendants' common, class-wide policies and procedures, and
3 that liability could be determined on a class-wide basis without dependence on individual assessments
4 of liability. Loos Decl., ¶ 14. Although the amount of Defendants' potential exposure – if proven – is
5 substantial, the legitimate and serious risks of succeeding at class certification and trial compelled a
6 serious consideration of the benefit of a settlement. *Id.* 15.

7 Minimum Wage and Overtime Claims: Plaintiff's minimum wage and overtime claims were
8 premised on the theory that Defendants misclassified technicians during the liability period. *Id.* at ¶ 16.
9 As a result of the misclassification, Plaintiff argued that these employees were denied compliant meal
10 periods, rest breaks, and proper overtime and double time wages. *Id.* Plaintiff's expert calculated a
11 maximum exposure of approximately \$543,138.00 based on an average of 3.9 overtime hours worked
12 per workweek. *Id.* However, Defendants argued that some of the employees are properly classified as
13 exempt, and the employees who were misclassified were only misclassified for a portion of the liability
14 period. *Id.* As such, Plaintiff assumed there was a 50% chance of success at class certification and 40%
15 chance of success on the merits at trial, rendering the claim worth approximately \$108,628.00. *Id.*

16 Unpaid Overtime Wages: Plaintiff's unpaid overtime wages claim was also based on the theory
17 that Defendants failed to properly calculate the overtime rate to include nondiscretionary bonuses.
18 Plaintiff calculated that this claim was worth approximately \$34,836.00. *Id.* at ¶ 17. However,
19 Defendants argued that the payments were discretionary in nature and did not occur regularly, making
20 this claim potentially difficult to certify. *Id.* As such, Plaintiff assumed there was a 30% chance of
21 success at class certification and 20% chance of success on the merits at trial, rendering the claim worth
22 approximately \$2,090.00. *Id.*

23 Meal Period Claims: Plaintiff's meal period claim was potentially worth about \$744,212.00 in
24 light of the violations shown in the records and Plaintiff's argument that certain employees were
25 misclassified. *Id.* at ¶ 18. However, Defendants argued that they maintained compliant written policies
26 as well as that employees could, and voluntarily did, waive their meal periods. *Id.* Further, Defendants
27 reiterated that some of its employees are properly classified and those who were misclassified were only
28 misclassified during a portion of the liability period. *Id.* Thus, Plaintiff discounted this claim for the risk

1 that the damages could at least be reduced, and that the claim would be hard to certify with a compliant
2 policy. *Id.* As such, Plaintiff’s counsel believed there was a 50% chance succeeding at class certification
3 and a 40% chance at trial, resulting in a value of approximately \$148,842.00. *Id.*

4 Rest Break Claim: Plaintiff alleged that Defendants failed to authorize timely rest breaks in part
5 due to their facially sufficient written policy and in part due to the fact that Class Members’ schedules
6 did not allow for compliant rest breaks. *Id.* at ¶ 19. If Plaintiff could prove a 100% violation rate for
7 each shift over 3.5 hours, then damages could reach up to \$1,085,200.00. *Id.* However, Defendants
8 argued that it maintained compliant written rest break policies and that Class Members could again
9 choose to waive their rest breaks, as they often did. *Id.* As such, this claim would have relied on Class
10 Member testimony, making it a riskier claim at class certification and liability stages. *Id.* Plaintiff’s
11 counsel believed there was a 30% chance succeeding at class certification and a 20% chance at trial,
12 resulting in a value of \$65,112.00. *Id.*

13 Waiting Time and Wage Statement Penalties: Plaintiff’s Counsel also considered the arguable
14 presence of various derivative penalties, and weighed the potential recoveries against probable defenses.
15 *Id.* at ¶ 20. Specifically, Defendants could argue that Plaintiff could not prove the “willful” prong needed
16 to obtain waiting time penalties under Labor Code § 203. *Id.* Additionally, Defendants could argue that
17 Plaintiff could not show that Class Members suffered an “injury” as a result of wage statement violations,
18 as required by Labor Code § 226, or that the wage statements correctly reflected the wages paid and owed.
19 *Id.* Although the Class arguably could have seen a payout of approximately \$235,610.00 for waiting time
20 penalties and \$108,500.00 for wage statement penalties, Plaintiff would not recover any of these derivative
21 penalties if he failed to prove the underlying claims. *Id.* Thus, Plaintiff discounted these claims assuming
22 a 40% chance of class certification and 30% chance at the merits for both claims, resulting in a realistic
23 value of approximately \$28,273.00 for the waiting time claim and \$13,020.00 for the wage statement
24 claim. *Id.*

25 PAGA Claim: The PAGA claim presented even higher hurdles. Although Plaintiff’s Counsel
26 found Defendants’ exposure could potentially reach approximately \$162,800.00 under Lab. Code §
27 2699(f), assuming the initial penalty rate of \$100 for each pay period, Plaintiff would have to prove a
28 violation in every pay period. *Id.* at ¶ 21. Most importantly, the Court would have discretion to reduce

1 the PAGA award based on whether the amount of the award would be “unjust, arbitrary and oppressive,
2 or confiscatory.” Lab. Code § 2699(e)(2). In theory, the Court could reduce the award by 99% if it so
3 wished. Loos Decl. ¶ 21. Plaintiff was doubtful he could recover any PAGA penalties, especially if a
4 large class judgment was entered for the same violations. *Id.* Accordingly, Plaintiff could not place a
5 high value on the PAGA penalties, and therefore allocated \$40,000.00 of the Gross Settlement Amount
6 to settle these claims. *Id.*

7 **C. The Requested Service Award for Plaintiff**

8 Plaintiff seeks a Service Award of up to \$10,000.00 for accepting the responsibilities of
9 representing the interests of the Class and assuming risks and potential costs that were not borne by any
10 other Class Members. A named plaintiff is eligible for payment that reasonably compensates him or her
11 for undertaking and fulfilling a fiduciary duty to represent absent class members. *See Cellphone*
12 *Termination Fee Cases, supra*, 186 Cal. App. 4th at 1393; *Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th
13 715, 726 (2004).

14 Here, Plaintiff had the option to pursue his claims individually, but instead chose to pursue this
15 class action, delaying individual recovery until approval of a class action settlement. Loos Decl., ¶ 22.
16 Throughout the case, Plaintiff assisted counsel in gathering the evidence necessary to prosecute the class
17 claims, helped respond to written discovery, maintained regular contact with counsel, was available on
18 the day of mediation to answer critical questions, and reviewed the Settlement to make sure it was fair
19 to the Class. *Id.* No action would likely have been taken by Class Members individually, and no
20 compensation would have been recovered for them, but for Plaintiff’s services on behalf of the Class.
21 *Id.*

22 By actively pursuing this action, Plaintiff furthered the California public policy goal of enforcing
23 the State’s wage and hour laws. *See Sav-On Drug Stores, Inc., supra*, 34 Cal. 4th at 340. The requested
24 Service Award for Plaintiff’s service as the class representative and for a general release of all
25 employment claims is reasonable and should be preliminarily approved. At the final approval stage,
26 Plaintiff will further support the request for the Service by declarations addressing the factors for the
27 award. Loos Decl., ¶ 24.

28 **D. The Requested Attorneys’ Fees and Costs**

1 The purpose of an attorneys' fee award in class action litigation is to reward counsel who invested
2 in a case despite the risk of non-payment and achieved a substantial positive result for the class.
3 Attorneys' fees are awarded as a matter of equity. California courts routinely award attorneys' fees
4 equaling one-third or more of the potential value of the common fund. *See Chavez v. Netflix, Inc.*, 162
5 Cal. App. 4th 43, 66, n.11 (2008) ("Empirical studies show that, regardless of whether the percentage
6 method or the lodestar method is used, fee awards in class actions average around one-third of the
7 recovery").

8 Plaintiff seeks appointment of Aegis Law Firm, PC as Class Counsel. The attorneys performed
9 significant work and expended litigation costs in prosecuting the matter with no guarantee of any
10 payment. Loos Decl., ¶ 38. Plaintiff's Counsel seeks preliminary approval for \$132,416.66 in attorneys'
11 fees, which is up to one-third of the Gross Settlement Amount, and up to \$25,000.00 in reimbursement
12 of litigation costs. Given the work performed in this matter, the extensive information exchange, and
13 substantial recovery obtained on behalf of Plaintiff and the Class, Plaintiff's Counsel achieved a
14 settlement through efficient and diligent work. *See generally*, Loos Decl. At final approval, Plaintiff's
15 Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs. *Id.*
16 at ¶ 39.

17 **V. CONCLUSION**

18 The Parties have negotiated a fair and reasonable Settlement of the class claims in light of the
19 risks present in this case. Plaintiff has appropriately presented the materials and information necessary
20 for preliminary approval, and therefore, respectfully requests that the Court preliminarily approve the
21 Settlement and schedule a date to conduct the final approval hearing.

22
23 Dated: May 8, 2025

AEGIS LAW FIRM, PC

24
25 By: 
26 Jamie M. Loos
27 Attorneys for Plaintiff
28