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

ALEX ALVARADO, on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiff,

v.

DISCOVERY XT EMPLOYER LLC, a Texas
limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: BCV-25-102585

Assigned for All Purposes to:
Honorable Gregory Pulskamp
Division J

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of Proposed Class
Representative (Alex Alvarado); and [Proposed]
Order filed concurrently herewith]

Hearing Date: October 20, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Division J

Complaint Filed: July 11, 2025
FAC Filed: May 28, 2026
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on October 20, 2026, at 8:30 a.m., or as soon as the matter
2 may be heard, before the Honorable Gregory Pulskamp in Division J of the Kern County Superior
3 Court located at 1215 Truxtun Ave, Bakersfield, California 93301, Plaintiff Alex Alvarado
4 (“Plaintiff”) will and hereby does move for an order:

- 5 • Granting Preliminary Approval of the class action settlement described herein and
6 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement
7 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the
8 Declaration of Douglas Han, including, and not limited to, the means of allocation
9 and distribution of funds;
- 10 • Approving the Court Approved Notice of Class Action Settlement and Hearing
11 Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the
12 Settlement Agreement;
- 13 • Directing the mailing of the Class Notice with a postage-paid return envelope to
14 the Class Members;
- 15 • Approving the proposed deadlines for the settlement administration process;
- 16 • Conditionally certifying the Class for settlement purposes only;
- 17 • Appointing Justice Law Corporation as Class Counsel;
- 18 • Approving ILYM Group, Inc. as the Administrator;
- 19 • Appointing Plaintiff as the class representative; and
- 20 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
21 Agreement, at which time the Court will also consider whether to grant Final
22 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
23 Litigation Expenses Payment, Class Representative Service Payment,
24 Administration Expenses Payment, and approval of the allocation of the Private
25 Attorney General Act of 2004 (“PAGA”) Penalties.

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

6
7 Dated: August 24, 2026

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
10 *Attorneys for Plaintiff*

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement for all current and former hourly-paid or non-exempt employees of
4 Defendant Discovery XT Employer LLC (“Defendant”) within the State of California at any time
5 during the period from April 21, 2024, through July 27, 2026 (“Class,” “Class Members,” and
6 “Class Period”). At the time of mediation (April 28, 2026), the number of Class Members was
7 estimated to be 2,270, which was confirmed by Defendant. (Declaration of Douglas Han in Support
8 of Motion for Preliminary Approval of Class Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

9 **II. BACKGROUND**

10 On April 21, 2025, Plaintiff provided written notice to the California Labor and Workforce
11 Development Agency (“LWDA”) and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit 3.)

12 On July 11, 2025, Plaintiff filed a representative PAGA action in the Superior Court of
13 California, County of Kern. (Han Decl., *supra*, at ¶ 11; Exhibit 4.)

14 After engaging in discovery, investigations, and negotiation, on April 28, 2026, the Parties
15 attended mediation with the mediator Jeffrey Fuchsman. While the Parties did not initially settle
16 at mediation, continued negotiations with the mediator’s assistance resulted in the settlement of
17 this matter via a mediator’s proposal. (Han Decl., *supra*, at ¶ 12.)

18 In line with the settlement, on May 15, 2026, Plaintiff provided an amended written notice
19 to the LWDA and Defendant. (Han Decl., *supra*, at ¶ 13; Exhibit 5.)

20 On May 28, 2026, Plaintiff then filed a First Amended Complaint that added eight (8)
21 wage-and-hour class action causes of action. (Han Decl., *supra*, at ¶ 14; Exhibit 6.)

22 **III. INVESTIGATION/ LITIGATION HISTORY**

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

24 After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 16.)
25 Plaintiff drafted and propounded special interrogatories and requests for production of documents.
26 (*Ibid.*) The Parties met and conferred and agreed to engage in the informal exchange of information
27 and then eventually attended mediation. (*Ibid.*)

28 ///

1 Prior to the mediation, Defendant produced documents relating to its policies, practices,
2 and procedures. (Han Decl., *supra*, at ¶ 17.) As part of Defendant’s production, Class Counsel
3 reviewed time records, pay records, and information relating to the size and scope of the Class.
4 (*Ibid.*) Putative class members were also located and interviewed to attain a better understanding
5 of the extent and frequency of the alleged day-to-day violations. (*Ibid.*)

6 Based on the information provided by Defendant and interviews with putative class
7 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees
8 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
9 failed to include non-discretionary bonuses in employees’ regular rate of pay; (4) failed to
10 reimburse employees for necessary business expenses; (5) issued noncompliant wage statements;
11 and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 19-25.)

12 **b. The Parties Were Able to Reach an Agreement**

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

14 The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 26.)
15 Under the auspices of the mediator, the Parties reached a settlement via a mediator’s proposal, the
16 terms of which were memorialized in the Settlement Agreement. (*Id.* at ¶ 26; Exhibits 2, 7.)

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

18 The Settlement Agreement was reached because of arm’s-length negotiations. (Han Decl.,
19 *supra*, at ¶ 29.) Though cordial and professional, the settlement negotiations have always been
20 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted
21 extensive arm’s-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

22 Plaintiff and Class Counsel recognize the expense and length of additional proceedings
23 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
24 30.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation,
25 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
26 foregoing, Plaintiff and Class Counsel believe that the Settlement Agreement is a fair, adequate,
27 and reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

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

2 The Parties investigated and evaluated the strengths and weaknesses of the claims and
3 defenses before reaching the Settlement Agreement and engaged in research and discovery to
4 support the Settlement Agreement. (Han Decl., *supra*, at ¶ 31.) The Settlement Agreement was
5 only possible following an investigation and evaluation of the relevant policies and practices,
6 permitting Class Counsel to engage in an analysis of liability and potential damages. (*Ibid.*) This
7 case has reached the stage where the Parties understand “the strength of the case; the
8 reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best
9 possible recovery” sufficient to support the reasonableness, adequacy, and fairness of the
10 Settlement Agreement. (Han Decl., *supra*, at ¶ 31; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485
11 F.Supp. 610, 617.)

12 **c. Terms of the Settlement**

13 **i. Deductions from the Settlement**

14 The Parties agreed that (subject to the Court’s approval) this matter be settled and
15 compromised for the non-reversionary sum of \$750,000 (“Gross Settlement Amount”) which
16 includes: (1) Class Counsel Fees Payment up to \$262,500 (35% of the Gross Settlement Amount);
17 (4) Class Counsel Litigation Expenses Payment up to \$20,000; (3) Class Representative Service
18 Payment up to \$10,000; (4) Administration Expenses Payment up to \$25,000; and (5) PAGA
19 Penalties up to \$75,000. (Han Decl., *supra*, at ¶ 27.)

20 **ii. Calculating Settlement Payments**

21 After all the Court-approved deductions from the Gross Settlement Amount, it is estimated
22 that \$357,500 (“Net Settlement Amount”) will be paid to the Participating Class Members. (Han
23 Decl., *supra*, at ¶ 28.)

24 The Participating Class Members will receive a proportionate share of the Net Settlement
25 Amount as their Individual Class Payments using the formula set forth in the Settlement
26 Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § C(2)(e).) The Individual Class
27 Payments will be allocated twenty percent (20%) to the settlement of wage claims and eighty
28 percent (80%) to the settlement of claims for interests and penalties. (*Ibid.*)

1 The portion of the PAGA Penalties that are to be paid to each PAGA Employee as their
2 Individual PAGA Payments shall be determined using the formula set forth in the Settlement
3 Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § C(2)(d).) The Individual PAGA
4 Payments will be allocated as one hundred percent (100%) penalties. (*Ibid.*)

5 **iii. Notice to the Class**

6 No later than fourteen (14) calendar days after the Court grants Preliminary Approval,
7 Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 26; Exhibit 2,
8 *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the
9 Administrator will send the Class Notice with a translation to all the Class Members identified in
10 the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

11 **iv. Distribution of Funds**

12 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
13 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at §§ D(2), D(3).)
14 The uncashed settlement checks will be canceled and transmitted to the California Controller's
15 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

16 **v. Release of Claims**

17 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
18 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the
19 Participating Class Members, on behalf of themselves and their former and present representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
21 the Released Class Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(2).)

22 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
23 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the
24 Participating and Non-Participating Class Members, who are PAGA Employees, and LWDA are
25 deemed to release, on behalf of themselves and their former and present representatives, agents,
26 attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released
27 PAGA Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(3).)

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Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiff's Release. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(1).) Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

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

d. Counsel for Both Parties Are Experienced in Similar Litigation

The Parties' counsel are experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and viability of the defenses. (*Ibid.*) This experience instructed Class Counsel on the risks and uncertainties of further litigation and guided their determination to endorse the Settlement Agreement.¹ (*Ibid.*)

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

1 **IV. ARGUMENT**

2 **a. Class Action Settlements Are Subject to Court Review**

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

- 7 (a) A settlement or compromise of an entire class action, or a cause of action
8 in a class action, or as to a party, requires the approval of the court after
9 hearing.
10 . . .
11 (b) Any party to a settlement agreement may serve and file a written notice of
12 motion for preliminary approval of the settlement. The settlement
13 agreement and proposed notice to class members must be filed with the
14 motion, and the proposed order must be lodged with the motion.

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

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

20 An understanding of the amount in controversy is an important factor in whether the
21 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of
22 the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
23 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
24 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for
25 plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar*, at p. 130;
26 see also *Munoz*, at p. 409.)

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

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

10 **i. The Settlement Amount of \$750,000 Is Fair and Reasonable**

11 The Settlement Agreement was only possible following an investigation and evaluation of
12 the relevant policies and procedures, as well as the data produced, as referenced in Section III
13 above, permitting Class Counsel to engage in an analysis of liability and potential damages. (Han
14 Decl., *supra*, at ¶ 31.)

15 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
16 pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium
17 wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure
18 to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business &
19 Professions Code section 17200. (Han Decl., *supra*, at ¶ 32.) Defendant vehemently denies the
20 theories of liability. (*Id.* at ¶ 33.)

21 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
22 to certification are always present. (Han Decl., *supra*, at ¶ 34.) As the California Supreme Court
23 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
24 always a matter of the trial court’s sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
25 *Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.³
26 (*Ibid.*) Thus, the calculations for potential damages were discounted.

27 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
28 of class claiming misclassification and ordering summary adjudication in favor of employees],
review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440

1 **ii. The PAGA Penalties of \$75,000 Are Reasonable**

2 The provisions of the Labor Code potentially triggering the PAGA penalties include Labor
3 Code sections 98.6, 201, 202, 203, 204, 210, 218.5, 221, 223, 225.5, 226(a), 226.3, 227.3, 226.7,
4 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 6401.7,
5 6401.7(d), and 6401.9. (Han Decl., *supra*, at ¶ 42.) Defendant asserted that, regardless of the results
6 of the underlying causes of action, the PAGA penalties are not mandatory but permissive and
7 discretionary. (*Ibid.*) Defendant also maintained that it had a strong argument that it would be
8 unjust to award the maximum PAGA penalties given the state of the law regarding the PAGA
9 penalties. (Han Decl., *supra*, at ¶ 42; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th
10 1112 [reducing penalties by 30% under this authority].) When limited to the initial violation, the
11 PAGA penalties could be limited to about **\$227,000** (2,270 employees x \$100 penalty for initial
12 violation). (Han Decl., *supra*, at ¶¶ 43-45.) Class Counsel had to consider the possibility that the
13 Court could assess only the initial violation rate. (*Id.* at ¶ 45.) Class Counsel also had to consider
14 Defendant's potential counterargument, such as making remedial efforts to comply with the
15 violations set forth in the written notices sent to the LWDA, in addition to the amendments made
16 to Labor Code section 2699. (*Ibid.*) Class Counsel considered all these potential obstacles,
17 counterarguments, and defenses prior to and during mediation and settlement negotiations when
18 calculating the PAGA penalties and applied several discounts when calculating the PAGA
19 penalties. (*Ibid.*)

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28 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

Plaintiff recognized that the risk that PAGA awards can be reduced. (Han Decl., *supra*, at ¶ 46.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Allocating \$75,000 to the PAGA penalties was reasonable given that Defendant is also paying an additional \$675,000 in the class settlement. (*Ibid.*) When the PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are reasonable.⁴ (Han Decl., *supra*, at ¶ 46.)

Considering the defenses, supporting evidence, and position that the case is not suitable for class treatment, the Settlement Agreement is reasonable, adequate, and fair.

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, could be about **\$9,414,036.18** on the low end and around **\$10,408,206.18** on the high end. (Han Decl., *supra*, at ¶ 47.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$1,486,397.46	75%	65%	\$130,059.78
Meal Break Premiums	\$145,469.52	65%	65%	\$17,820.02
Overtime/Minimum Wage: Off-the-Clock Work	\$1,988,340 to \$2,982,510	65%	55%	\$313,163.55 to \$469,745.33
Unreimbursed Business Expenses	\$643,830	35%	75%	\$104,622.38
Wage Statement Penalty	\$4,426,500	75%	75%	\$276,656.25
Waiting Time Penalty	\$723,499.20	75%	75%	\$45,218.70
MAXIMUM TOTAL EXPOSURE	\$9,414,036.18 to \$10,408,206.18⁵			\$887,540.68 to \$1,044,122.46⁶

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⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims.”)

⁵ (Han Decl., *supra*, at ¶¶ 35-41.)

⁶ (*Id.* at ¶¶ 48-53.)

1 The realistic recovery for this case could be about **\$887,540.68** on the low end and
2 **\$1,044,122.46** on the high end. (Han Decl., *supra*, at ¶ 54.) The Gross Settlement Amount is about
3 seven percent (7.21%) of the maximum potential exposure and around seventy-two percent
4 (72.83%) of the maximum realistic exposure at trial, which is a reasonable settlement. (*Ibid.*)

5 The only question at preliminary approval is whether the settlement is within the range of
6 possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594
7 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact
8 that a proposed settlement may only amount to a fraction of the potential recovery does not, in and
9 of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.”
10 (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska*
11 *P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation
12 and avoidance of wasteful and expensive litigation that induce consensual settlements. The
13 proposed settlement is not to be judged against a hypothetical or speculative measure of what
14 might have been achieved by the negotiators”). This settlement is in line with the realistic exposure
15 if Plaintiff had prevailed at trial and provides a reasonable recovery for the Class Members.

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

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

22 The Class is ascertainable and numerous as to make it impracticable to join all the Class
23 Members, and there are common questions of law and fact that predominate over any questions
24 affecting the individual Class Member. (Han Decl., *supra*, at ¶ 55.) Plaintiff contends that
25 Plaintiff’s claims are typical of the claims of the Class Members, and Class Counsel will fairly and
26 adequately protect the interests of the Class Members. (*Ibid.*) Plaintiff asserts that the prosecution
27 of separate actions by the individual Class Members would create the risk of inconsistent or
28 varying adjudications. (*Ibid.*)

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

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

9 This case involves approximately 2,270 Class Members, meaning that the Class is
10 sufficiently numerous. (Han Decl., *supra*, at ¶ 56; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169
11 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former
12 employees” is sufficiently numerous].)

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

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

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Plaintiff asserts that common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 57.) Plaintiff contends that all the Class Members were subject to the same or similar employment practices, policies, and procedures described above. (*Ibid.*)

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

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Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 59.) Plaintiff conducted himself diligently and responsibly in representing the Class Members, understands the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Furthermore, Plaintiff has no interest adverse to the interests of the other Class Members. (*Ibid.*)

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

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Plaintiff contends that the joinder of all the Class Members is impractical and that class treatment will permit many similarly situated persons to prosecute their common claims for settlement purposes simultaneously in a single forum without the duplication of effort and expense that numerous individual actions would necessitate. Because some Class Members are also current employees, Plaintiff believes that the fear of retaliation further supports the superiority of class-wide relief as this fear often discourages current employees from seeking legal redress.

e. The Settlement Is Fair, Reasonable, and Adequate

In deciding whether to approve a proposed class action settlement under Code of Civil Procedure section 382, the Court must find 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) parties reached settlement after arm’s-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) percentage of objectors is small. (*Id.* at p. 1802.) All these elements are present herein.

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

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

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

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

11 **V. CONCLUSION**

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

15 Dated: August 24, 2026

JUSTICE LAW CORPORATION

16 By: 
17 Douglas Han
18 Attorneys for Plaintiff

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On August 24, 2026, I served the foregoing document described as

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

for the following case:	Alvarado v. Discovery XT Employer LLC.
LWDA/Court Case No.:	LWDA Case No.: LWDA-CM-1093637-25
	Court Case No.: BCV-25-102585
	Kern Superior Court

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

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

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

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

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

Betty Marie Lomb

Bitty Minnis-Lemley