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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

YINAN ZHANG, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act, Plaintiff, vs. HALREC, INC. dba STEVENS CREEK TOYOTA; and DOES 1 through 25, inclusive, Defendants.	Case No. 25CV463865 Honorable Beth McGowan Department 22 **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: April 22, 2027 Time: 1:30 p.m. Dept.: 22 Complaint Filed: April 17, 2025 FAC Filed: June 2, 2026 Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on **April 22, 2027 at 1:30 p.m.** in Department 22 of the above-captioned Court located at 161 North First Street, San Jose, California 95113, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff Yinan Zhang ("Plaintiff") will and hereby does move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiff and Defendant Halrec, Inc. dba Stevens Creek Toyota ("Defendant").

Plaintiff requests that the Court enter an Order:

1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Rose Decl.");

2. Certifying the Class for Settlement purposes;

3. Appointing Plaintiff Yinan Zhang as the Class Representative for Settlement purposes;

4. Appointing Jonathan M. Genish, Ryan A. Quadrel, Joe Marshall, Shelby L. Miner, and Alexandra Rose of Blackstone Law, APC as Class Counsel for Settlement purposes;

5. Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;

6. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;

7. For each Class Member, directing Defendant to furnish their full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods to the Settlement Administrator within fourteen (14) calendar days after entry of the order granting preliminary approval of the Settlement;

8. Approving the proposed deadlines for the settlement administration process; and

9. Setting a Final Approval Hearing.

Pursuant to California Labor Code section 2699(s)(2), on August 14, 2026, a copy of the Settlement was submitted to the California Labor and Workforce Development Agency ("LWDA") via online submission through the LWDA's website. (Rose Decl., ¶ 50 and Exh. 4).

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Alexandra Rose, the Declaration of Plaintiff Yinan Zhang, the Declaration of the Settlement Administrator (Jodey Lawrence of Phoenix Class Action Administration Solutions), the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: August 14, 2026

BLACKSTONE LAW, APC

By: Alexandra Rose

Alexandra Rose
Attorneys for Plaintiff Yinan Zhang

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Yinan Zhang ("Plaintiff") seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") entered into between Plaintiff and Defendant Halrec, Inc. dba Stevens Creek Toyota ("Defendant") (together, with Plaintiff, the "Parties"). (Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ["Rose Decl."], Exh. 3). The Settlement terms are outlined as follows:

- Class Size: Approximately four hundred and sixty-nine (469) individuals.
- Gross Settlement Amount: One Million Six Hundred Ninety Thousand Dollars and Zero Cents ($1,690,000.00).
- Attorneys' Fees and Costs: Attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount ($591,500.00 if the Gross Settlement Amount is $1,690,000.00) plus actual litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00), to be paid from the Gross Settlement Amount.
- Enhancement Payment: Ten Thousand Dollars and Zero Cents ($10,000.00), to be paid from the Gross Settlement Amount.
- Settlement Administration Costs: Not to exceed Eight Thousand Dollars and Zero Cents ($8,000.00), to be paid from the Gross Settlement Amount.
- PAGA Amount: Ninety Thousand Dollars and Zero Cents ($90,000.00) from the Gross Settlement Amount, 65% of which will be paid to the Labor and Workforce Development Agency ("LWDA") and the remaining 35% to be paid to the PAGA Employees.
- Estimated Net Settlement Amount: Nine Hundred Sixty Thousand Five Hundred Dollars and Zero Cents ($960,500.00) to be distributed to Settlement Class Members.

As set forth herein, the Settlement is the product of informed discovery and arms-length negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore respectfully requests that the Court grant preliminarily approval of the Settlement, conditionally certify the Class, approve the proposed Notice of Class Action Settlement ("Class Notice"), and set a hearing date for final settlement approval, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is an award-winning, family-owned Toyota dealership serving San Jose and the entire Bay Area. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Sales Consultant from approximately June 2024 to approximately March 2025. (Declaration of Plaintiff Yinan Zhang in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ["Zhang Decl."], ¶ 2).

On April 14, 2025, Plaintiff provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Letter"). (Rose Decl., ¶ 9 and Exh. 2).

On April 17, 2025, Plaintiff filed a Class Action Complaint in the action entitled *Zhang v. Halrec, Inc. dba Stevens Creek Toyota*, Santa Clara County Superior Court Case No. 25CV463865 ("Action"), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 10).

On June 20, 2025, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* in the action entitled *Yinan Zhang v. Halrec, Inc. dba Stevens Creek Toyota*, Santa Clara County Superior Court Case No. 25CV468580 ("PAGA Action"), thereby commencing a representative action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* ("PAGA") against Defendant. (*Id.*, ¶ 11).

On May 22, 2025, Plaintiff propounded written formal discovery onto Defendant (specifically, Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Production of Documents (Set One), and Requests for Production of Documents (Set Two)), and served a proposed Belaire-West notice. (*Id.*, ¶ 12).

On July 8, 2025, Defendant served responses to Plaintiff's written formal discovery (specifically, Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One)). (*Id.*, ¶ 13).

On January 27, 2026, the Parties participated in a formal mediation conducted by Brandon McKelvey, Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 14). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On June 2, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action. (*Id.*, ¶ 15). The Operative Complaint alleges thirteen (13) causes of action for violations of the California Labor Code for failure to pay minimum wages, conversion, breach of contract, failure to pay overtime wages, failure to provide one day's rest in seven, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq*. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations. (Ibid).

On August 13, 2026, the Parties executed the Settlement Agreement. (*Id.*, ¶ 16 and Exh. 3).

III. THE SETTLEMENT TERMS

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period" ("Class" or Class Member(s)"). (Rose Decl., ¶ 17; Settlement Agreement, ¶ 10.b). The Class Period is defined as the period from April 17, 2021, through March 28, 2026. (Rose Decl., ¶ 17; Settlement Agreement, ¶ 10.f). Based on information provided by Defendant, it is estimated that there are a total of four hundred and sixty-nine (469) Class Members. (Rose Decl., ¶ 17).

B. Amount of Settlement

The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million Six Hundred Ninety Thousand Dollars and Zero Cents ($1,690,000.00), exclusive of employer-side payroll taxes. (Rose Decl., ¶ 18; Settlement Agreement, ¶ 10.q).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Rose Decl., ¶ 18; Settlement Agreement, ¶ 10.q). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $591,500.00 if the Gross Settlement Amount is $1,690,000.00); (2) Class Counsel's actual litigation costs and expenses, not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00); (3) Settlement Administration Costs, not to exceed Eight Thousand Dollars and Zero Cents ($8,000.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00); and (5) PAGA Amount in the amount of Ninety Thousand Dollars and Zero Cents ($90,000.00). (Rose Decl., ¶ 18; Settlement Agreement, ¶¶ 10.q, 14, 15, 16, and 17). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Nine Hundred Sixty Thousand Five Hundred Dollars and Zero Cents ($960,500.00). (Rose Decl., ¶ 18). Additionally, 35% of the PAGA Amount ("PAGA Employee Amount"), which is $31,500.00 out of $90,000.00, will be fully distributed to "all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period" ("PAGA Employee(s)"). (Rose Decl., ¶ 18; Settlement Agreement, ¶¶ 10.q, 10.y, and 10.z). The "PAGA Period" is defined as the period from April 14, 2024, through March 28, 2026. (Rose Decl., ¶ 18; Settlement Agreement, ¶ 10.aa).

The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Member(s)") on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). (Rose Decl., ¶ 19; Settlement Agreement, ¶¶ 10.mm and 10.nn). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement ("Individual Settlement Share") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Rose Decl., ¶ 19; Settlement Agreement, ¶¶ 10.t and 19).

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The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata* basis based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). (Rose Decl., ¶ 20; Settlement Agreement, ¶ 10.cc). The *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement ("Individual PAGA Payment") will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Rose Decl., ¶ 20; Settlement Agreement, ¶¶ 10.r and 20).

Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 21). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 21). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). (Rose Decl., ¶ 21; Settlement Agreement, ¶¶ 10.s and 21). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid separately and in addition to the Gross Settlement Amount. (Rose Decl., ¶ 21; Settlement Agreement, ¶¶ 10.q and 21). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 21).

The Settlement Agreement is a non-reversionary and non-claims made settlement. (Rose Decl., ¶ 22; Settlement Agreement, ¶¶ 10.q and 39). The Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement Agreement. (Rose Decl., ¶ 22; Settlement Agreement, ¶¶ 19 and 20). No money will revert to Defendant. (Rose Decl., ¶ 22; Settlement Agreement, ¶ 13).

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Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Rose Decl., ¶ 23; Settlement Agreement, ¶ 39). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. (Rose Decl., ¶ 23; Settlement Agreement, ¶ 39).

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from the Released Class Claims. (Settlement Agreement, ¶ 40). Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period. (Ibid).

Upon the Effective Date and full funding of the Gross Settlement Amount, all PAGA Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from the Released PAGA Claims. (*Id*., ¶ 41).

"Released Class Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide all accrued commission wages (including Defendant's alleged breach of contract regarding commission wages), provide one day's rest in seven, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq*. (*Id*., ¶ 10.ff).

"Released PAGA Claims" means any and all claims which were alleged or could have been reasonably alleged based on any of the factual allegations in the PAGA Letter and Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide all accrued commission wages, provide one day's rest in seven, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order. (*Id*., ¶ 10.gg).

"Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id*., ¶ 10.hh).

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996)). "In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (Ibid).

The initial evaluation of the settlement at the preliminary approval step "is not a fairness hearing." (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of possible approval and, as a result, "whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing." A presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006)).

Preliminary approval does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to object or exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

V. THE SETTLEMENT IS PRESUMED FAIR

A. The Settlement Was Reached as a Result of Arm's-Length Bargaining

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Rose Decl., ¶ 24). The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases. (Ibid).

B. Sufficient Investigation and Discovery by Experienced Class Counsel

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation, Defendant produced a thirty-three percent (33%) sampling of putative class members' time and pay data as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (Rose Decl., ¶

25).

This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (*Id.*, ¶ 26). Based on information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (*Id.*, ¶ 27). At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Rose Decl., ¶¶ 1-8). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions and Recovery Risks

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement.

1. Class Counsel's Analysis of the Maximum Available Liability and Damages

Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately $8,672,504, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. (Rose Decl., ¶ 28). This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all class members across the entire putative class period, which included: $1,974,938 for meal period violations (less meal period premiums paid); $4,138,824 for rest period violations at a 100% violation rate; $840,725 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; $338,984 for unpaid overtime wages at the required regular rate of pay; $150,359 for unreimbursed business expenses; $613,324 for waiting time penalties; and $615,350 for wage statement penalties. (Ibid). Plaintiff further estimated that Defendant faced an additional exposure of $636,700 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. (Ibid). Together with the PAGA penalties, Defendant's maximum potential exposure totaled $9,309,204 in damages. (Ibid).

2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments

While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a recovery existed. First and foremost, Defendant contended that all of the Class Members signed enforceable arbitration agreements with class action waivers. (Rose Decl., ¶ 29). Accordingly, this significantly affected the potential size of the putative class, and if Defendant prevailed on its argument, the amount of damages would have been significantly affected. (Ibid). Additionally, Defendant contended that Plaintiff's claims are not suitable for class certification because individual issues and affirmative defenses would predominate should this case go to trial. (Rose Decl., ¶ 31; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)). While Plaintiff and Class Counsel disagree with Defendant's predictions, they also recognize that there is a significant risk that the Court may deny class certification. (Rose Decl., ¶ 31; *see also*, *Findings of the Study of California Class Action Litigation*, 2000-2006, available at http://www.courts.ca.gov/documents/class-action-lit-study.pdf (finding that only 21.4% of all class actions were certified either as part of a settlement or as part of a contested certification motion)).

For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to provide lawful meal periods, have been increasingly difficult to certify in recent years. (Rose Decl., ¶ 32; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was based on allegations that Defendant had failed to implement its policies and that its practices failed to allow Class Members to take meal breaks in the manner required under California law. (Rose Decl., ¶ 32; *See Bradley v. Networkers Int'l, LLC,* 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of a meal/rest break policy and the uniform failure to authorize such breaks are matters of common proof.")). Defendant contended that its policies and practices at all times during the Class Period were lawful. (Rose Decl., ¶ 32). Indeed, Plaintiff's analysis revealed only a 51.3% violation rate for purported unique meal period violations after offsetting for meal period premiums paid. (Ibid). Defendant further argued that the rate of purported meal period violations reflected in the data would require individualized inquiry and that such inquiry would prohibit a class from being certified. (Ibid). Class Counsel also had to consider the risk that the Court would find validity in an individualized proof defense to certification of Plaintiff's meal period claim. (Ibid).

Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest period allegations. (*Id*., ¶ 33). As with the meal period allegations, Defendant contended that it had a lawful written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as required under California law. (Ibid). Additionally, this claim was even more uncertain given the difficulties associated with proving the alleged rest period violations, as Defendant was not required to record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

Plaintiff also faced challenges certifying and proving liability for his minimum wage and overtime claims. (*Id*., ¶ 34). These claims were largely based on Defendant's unrecorded, off-the-clock work performed by the Class Members both before and after their shifts and during purported meal periods. (Ibid). For example, it was reported that Plaintiff and other Class Members were required to clock out before the end of the fifth hour to make it appear that they received compliant meal periods, even though they had to continue working. (Ibid). However, the individualized nature of why this work was performed and the individualized nature of damages presented substantial concerns regarding the manageability of the case and the risk the Court could find these issues prevented certification, and the estimated damages for this claim were based on an assumption that all Class Members worked off the clock for at least one hour per week. (Ibid).

Plaintiff also faced challenges with his conversion and breach of contract claims. (*Id*., ¶ 35). As to conversion, Plaintiff alleged that Defendant wrongfully withheld Class Members' earned commission wages by distributing them to owners, managers, or supervisors, and/or forcing Class Members to split their commissions with others. (Ibid). However, conversion claims for unpaid wages risk being deemed duplicative of statutory wage claims and are difficult to certify on a class-wide basis, as determining each Class Member's diverted commissions would require individualized inquiry into specific deals, managerial reassignments, and applicable commission terms. (Ibid). As to breach of contract, Plaintiff alleged that Defendant entered into oral and/or written commission agreements with Class Members and then breached those agreements by withholding, redistributing, or splitting earned commissions. (Ibid). While colorable – California law treats payments tied to goods or services sold as non-discretionary commissions and requires commission agreements to be in writing – the practical hurdles to class-wide recovery were significant. (Rose Decl., ¶ 35; *Keyes Motors v. Div. of Labor Stds. Enforcement* (1987) 197 Cal.App.3d 577; Cal. Labor Code § 2751). For both claims, Defendant contended that individual issues and affirmative defenses would predominate at trial, an argument that carries particular force where liability and damages would require deal-by-deal, employee-by-employee proof. (Rose Decl., ¶ 35).

Plaintiff further contended that Defendant failed to provide one day's rest in seven as required under California law. (*Id*., ¶ 36). Specifically, Plaintiff alleged that Defendant intentionally and willfully required Plaintiff and the other Class Members to work seven consecutive days without a day of rest, and further failed to properly compensate them for hours worked on the seventh day at the applicable premium rates – either time-and-a-half or double time, depending on the number of hours worked – in violation of the California Labor Code. (Ibid). Defendant denied these allegations and contended that it compensated Plaintiff and the other Class Members in full compliance with California law at all relevant times. (Ibid).

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Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class Members for necessary business-related expenses. (*Id*., ¶ 37). Defendant contended that it had a policy and practice of reimbursing employees for necessary business-related expenses. (Ibid). Defendant further contended that, with respect to the alleged expenses for which Plaintiff and the other Class Members never requested reimbursement from Defendant, it did not know and had no reason to know that alleged business-related expenses had been incurred. (Ibid). Defendant further contended that the reason for why a Class Member undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses while not others, would raise individual issues that could not be certified. (Ibid).

There are also substantial risks associated with Plaintiff's waiting time penalties and wage statement claims. (*Id*., ¶ 38). First, these claims were derivative of Plaintiff's claims for unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if certification was denied on those underlying claims, these derivative claims for penalties would also likely fail. (Ibid). Further, even if Plaintiff prevailed on his underlying claims, he would still be required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations. (Rose Decl., ¶ 38; *See, e.g*., *Choate v. Celite Corp*., 215 Cal App. 4th 1460, 1468 (2013) (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding of willfulness")). Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. (Rose Decl. ¶ 38; *Jaimez v. DAIOHS USA, Inc*., 181 Cal.App.4th 1286 (2010) *with Price v. Starbucks Corp*., 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, which comprised a substantial portion of Defendant's estimated liability, were therefore uncertain. (Rose Decl., ¶ 38).

Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to Class Members would be an expensive, time-consuming, and uncertain proposition. (*Id*., ¶ 39). In order to prove liability and damages, Class Counsel will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain their declarations at great expense. (Ibid). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (Ibid). On the other hand, Defendant would likely be able to obtain the cooperation of its employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential liability Defendant could face from these claims as part of the global resolution. (*Id*., ¶ 40). Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage claims. (Rose Decl., ¶ 40; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) ("Plaintiff's claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff's other claims fail as a matter of law, so does her PAGA claim")). Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith attempt to comply with its legal obligations warranting a reduction in penalties. (Rose Decl., ¶ 40).[1] Class Counsel also anticipated Defendant would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

Accordingly, after considering this multitude of factors, Plaintiff and Class Counsel concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate Ninety Thousand Dollars and Zero Cents ($90,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 5.33% of the Gross Settlement Amount. (*Id*., ¶ 41). This percentage of the settlement is well within the range of wage and hour

[1] See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) ("duplicative effect" of penalties is a factor in favor of "reducing ...the PAGA penalty"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp*., 30 Cal.App.5th 504, 529 (2018) (approving reduction in penalties from $50 per pay period to $5 per pay period based on good faith attempts to comply with obligations and minimal violations).

settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state, and deter future non-compliance by the employer. (Ibid).

Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability to first obtain class certification, and then prove the underlying violations, the Court's broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant's estimated liability based on the challenges facing his ability to succeed on class certification by 60% to $3,723,682. (*Id.*, ¶ 42). The merits-based risk factors further reduced Defendant's estimated liability by an additional 50%. (Ibid). This resulted in an adjusted estimated liability of $1,861,841. (Ibid). In light thereof, the settlement amount of $1,690,000 is a significant settlement. (Ibid).

Class Counsel therefore submits that the Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation. (*Id.*, ¶ 43).

VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

Code of Civil Procedure Section 382 provides that three basic requirements must be met in order to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiff contends that the Action, which is based upon Defendant's wage and hour policies and practices, satisfies the class certification requirements under California Code of Civil Procedure section 382. Defendant denies Plaintiff's allegations, but for purposes of the Settlement only, Defendant has stipulated to certification of the Class.

A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is Impracticable

Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862, 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is defined as "all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period." (Rose Decl., ¶ 17; Settlement Agreement, ¶ 10.b). This provides a clear and definite scope for the proposed class.

Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995); *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of four hundred and sixty-nine (469) individuals meets the numerosity requirement.

Finally, the question of whether class members are easily identifiable turns on whether a plaintiff can establish "the existence of an ascertainable class." (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706 (1967)). The existence of an ascertainable class in this case can be established through Defendant's payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191 Cal.App.3d 605, 617 (1987)).

B. The Class Shares a Well-Defined Community of Interest

The community of interest requirement embodies three factors: (1) predominant questions of law and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements are easily satisfied.

The commonality criterion requires the existence of common question of law or fact and is generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706). What is required is that a common question of fact or law exists which predominates over issues unique to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising from employment—is not a bar to class certification as long as they do not render class litigation unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

Here, Plaintiff's claims present common issues of law and fact that predominate and warrant class certification. Plaintiff alleges that Defendant denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that Defendant's policies and practices were uniform as to all Class Members. Thus, class treatment is appropriate.

To satisfy the typicality requirement, California law does not require that plaintiffs' claims be identical to the other class members. Rather, the test of typicality for a class representative is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiff, and whether other class members have been injured by the same course of conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement for a class representative refers to the nature of the claim or defense of the representative, and not to the specific facts from which it arose or the relief sought. (*See* Ibid).

Here, Plaintiff alleges that his claims are similar to that of the other Class Members and that Plaintiff's claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members. Because Plaintiff's claims are based upon the same alleged conduct and business practices as those of Class Members, the typicality requirement has been satisfied.

Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-action litigation. (Rose Decl., ¶¶ 1-8). Plaintiff will vigorously, adequately, and fairly represent the interests of the Class. Plaintiff has, at all times, throughout the course of the litigation considered the interests of the Class and understood that he must take steps to adequately represent the Class and their interests. (Zhang Decl., ¶ 10). Because Plaintiff's claims are typical of other

Class Members and are not based on unique circumstances, there is no antagonism between the interests of Plaintiff and the Class.

C. A Class Action is Superior to a Multiplicity of Litigation

Under the circumstances, proceeding as a class action is a superior means of resolving this dispute, as the Class Members and the Court will derive substantial benefits. Class certification would serve as the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429, 434 (2000) (relevant considerations include the probability that each class member will come forward to prove his or her separate claim and whether the class approach would actually serve to deter and redress the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are superior to individual litigation.

VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE

Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation "for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of class action settlement agreements containing enhancements for the class representative, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of $15,000 to be "fair and reasonable")).

Plaintiff initiated this litigation on behalf of his former co-workers who will now be entitled to receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation, including his own research, reviewing documents, and extensive discussions with Class Counsel. (Zhang Decl., ¶¶ 3-5). Further, the requested amount for Plaintiff is also reasonable given the average award and the benefit gained by other Class Members. For these reasons, Plaintiff requests that an Enhancement Payment of Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff be preliminarily approved by the Court. (Rose Decl., ¶ 44; Zhang Decl., ¶ 12).

VIII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions are "not to be disturbed on appeal absent a manifest abuse of discretion." (*Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id*. at 47). In cases where class members present claims against a common fund and the defendant agrees to a percentage of the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 32).

Here, the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $591,500.00 if the Gross Settlement Amount is $1,690,000.00) is disclosed to Class Members in the proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Class Counsel's request for the reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). (Rose Decl., ¶ 45). The Attorneys' Fees and Costs that are not ultimately approved by the Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class Members. (Settlement Agreement, ¶ 14).

IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS MEETS DUE PROCESS REQUIREMENTS

The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members. (*Id*., Exh. A). The Class Notice will include information regarding the nature of the Action, a summary of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the Class Settlement and to dispute Workweeks and/or Pay Periods, and the date of the Final Approval Hearing. (Ibid). The Class Notice will list each Class Member's total Workweeks and their estimated Individual Settlement Share and each PAGA Employee's total Pay Periods and their estimated Individual PAGA Payment. (Ibid).

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Within fourteen (14) calendar days after entry of the preliminary approval order, Defendant will provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator containing the following information for each Class Member: full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods (collectively referred to as the "Class List"). (*Id.*, ¶¶ 10.d and 28). Within ten (10) business days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. (*Id.*, ¶ 29.a). The Parties have agreed to use Phoenix Class Action Administration Solutions as the Settlement Administrator. (Rose Decl., ¶ 49; Settlement Agreement, ¶ 10.kk).

In determining whether to approve a settlement of a class action, a trial court has virtually complete discretion as to the manner of giving notice to class members, and review on appeal is governed by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. (Rose Decl., ¶ 49). The original source of the mailing addresses is from Class Members, who provided the information to Defendant. (Ibid).

Class Members will have sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute ("Response Deadline"). (Settlement Agreement, ¶ 10.jj).

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. (*Id.*, ¶ 29.b). If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine a correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

(Ibid). In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (*Id*., ¶ 10.jj).

Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods to which they have been credited, as reflected in their respective Class Notices, by submitting a timely and valid letter ("Dispute") to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id*., ¶¶ 10.j and 30). A Dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name and signature; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id*., ¶ 10.j).

Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid letter ("Request for Exclusion") to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id*., ¶¶ 10.ii and 31). A Request for Exclusion must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name and signature; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id*., ¶ 10.ii). Notwithstanding the above, all PAGA Employees will be bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. (*Id*., ¶ 31).

To object to the Class Settlement, Settlement Class Members must submit a timely and complete written objection ("Notice of Objection") to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id*., ¶¶ 10.w and 32). A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector's full name and signature; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id*., ¶ 10.w). Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. (*Id.*, ¶ 32).

X. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

Respectfully submitted,

Dated: August 14, 2026

BLACKSTONE LAW, APC

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