

1 CBenjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
2 Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
3 Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
4 Trenten Bilodeaux (SBN 332692)
trenten.bilodeaux@wilshirelawfirm.com
5 **WILSHIRE LAW FIRM, PLC**
6 660 South Figueroa Street, Sky Lobby
7 Los Angeles, California 90017
Telephone: (213) 381-9988

8 Attorneys for Plaintiffs

9 *Additional Counsel on following page.*

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13
14 ADRIAN ANDERSON, BRANDY
15 TRUJILLO, ALYSSA TRUJILLO, KERRI
16 BYERS, ARSHANE TYERRA KING,
17 MISTA LA SHEA JOHNSON, EUGENA
18 YOLANDA RICHARD, and DANIELA
HERNANDEZ, individually, on behalf of
all others similarly situated, the State of
California, and other aggrieved employees,

19 Plaintiffs,

20 v.

21 PRESTIGE SENIOR LIVING, L.L.C., a
22 Limited Liability Company; PRESTIGE
23 CARE, INC., a corporation; LANCASTER
24 VENTURES, L.L.C., a Limited Liability
25 Company; PRESTIGE ASSISTED LIVING
26 AT LANCASTER, an unknown entity;
27 CHICO VENTURES, L.L.C., a Limited
28 Liability Company; MANTECA
VENTURES ALF, L.L.C., a Limited
Liability Company; MARYSVILLE
VENTURES, L.L.C., a Limited Liability
Company; OROVILE ASSISTED LIVING,
L.L.C., a Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV15087

*[Assigned for all purposes to Hon. Theresa M.
Traber, Dept. 1]*

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Preliminary Approval Hearing:

Date: January 7, 2027

Time: 10:30 a.m.

Dept.: 1

Complaint filed: June 28, 2023

FAC filed: July 6, 2026

Trial date: Not set

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

norm@bamlawca.com

Kyle R. Nordrehaug (SBN 205975)

kyle@bamlawca.com

Aparajit Bhowmik (SBN 248066)

aj@bamlawca.com

Jeffrey S. Herman (SBN 280058)

jeffrey@bamlawca.com

Sergio Julian Puche (SBN 289437)

sergiojulian@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 7, 2027, at 10:30 a.m., or as soon thereafter as the matter may be heard in Department 1 of the Superior Court of California, County of Los Angeles, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo, Kerri Byers, Arshane Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez (collectively, the “Plaintiffs”) will and hereby does move this Court for an Order:

1. Granting preliminary approval of the proposed Class Action and PAGA Settlement Agreement (“Settlement Agreement”);
2. Conditionally certifying the proposed Class for settlement purposes only;
3. Appointing Plaintiffs as the Class Representatives;
4. Appointing Wilshire Law Firm, PLC (“WLF”) and Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) as Class Counsel;
5. Appointing Apex Class Action LLC as the Administrator; and
6. Setting a final approval hearing date.

Pursuant to California Rules of Court, Rule 3.769(d) and (e), this Motion is made on the grounds that the proposed Settlement satisfies all criteria for preliminary approval and falls well within the range of reasonableness. The Settlement was reached through informed, arm’s length bargaining between experienced attorneys with the assistance of an experienced neutral, and Plaintiffs and Plaintiffs’ Counsel will fairly and adequately represent the Class.

This Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Benjamin H. Haber, the Declarations of Adrian Anderson, Brandy Trujillo, Alyssa Trujillo, Kerri Byers, Arshane Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

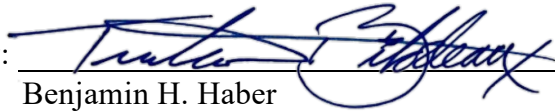
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[Signature on the following page]

Respectfully submitted,

Dated: August 31, 2026

WILSHIRE LAW FIRM, PLC

By: 

Benjamin H. Haber

Daniel J. Kramer

Chase M. Stern

Trenten Bilodeaux

Attorneys for Plaintiffs

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiffs seek preliminary
4 approval of a class action settlement of wage and hour claims, including representative claims
5 brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), against
6 Defendants Prestige Senior Living, L.L.C., Prestige Care, Inc., Lancaster Ventures, L.L.C.,
7 Prestige Assisted Living at Lancaster, Chico Ventures, L.L.C., Manteca Ventures Alf, L.L.C.,
8 Marysville Ventures, L.L.C., and Oroville Assisted Living L.L.C. (collectively, the “Defendants”).
9 The proposed Class is defined as all individuals who are or previously were employed by
10 Defendants in California and classified as a non-exempt employee (“Class Member”) at any time
11 during the period from December 1, 2020, through December 31, 2024 (“Class Period”). The main
12 terms of the Settlement are as follows:

- 13 1. A Gross Settlement Amount of \$795,000.00, which will be distributed to
14 approximately 1,132 Class Members on a pro rata basis according to the total
15 workweeks worked by each Class Member during the Class Period;
- 16 2. Attorneys’ fees of up to one third (1/3) of the Gross Settlement Amount (currently
17 \$265,000.00) and up to \$95,000.00 in reimbursement of litigation costs to Plaintiffs’
18 Counsel;
- 19 3. Class Representative Service Payments of up to \$15,000 each for Plaintiffs Adrian
20 Anderson, Brandy Trujillo, Alyssa Trujillo and Kerri Byers, and \$5,000 each for
21 Plaintiffs Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda
22 Richard, and Daniela Hernandez;
- 23 4. Costs of settlement administration of up to \$15,279.00; and
- 24 5. Allocation of \$20,000.00 to PAGA penalties, seventy-five percent (75%) of which
25 (\$15,000.00) will be paid to the Labor and Workforce Development Agency
26 (“LWDA”), and twenty-five percent (25%) of which (\$5,000.00) will be paid all
27 individuals who are or previously were employed by Defendants in California and
28 classified as a non-exempt employee (“Aggrieved Employees”) at any time during

the period from January 30, 2023, through December 31, 2024 (“PAGA Period”).

The Settlement meets all criteria for preliminary approval and falls within the range of reasonableness given the risks and expenses of further litigation. The Settlement was reached through informed, arm’s length bargaining between experienced attorneys with the assistance of an experienced neutral. As such, Plaintiffs request that the Court grant preliminary approval of the Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiffs as the Class Representatives, appoint Plaintiffs’ Counsel as Class Counsel, appoint Apex Class Action LLC (“Apex”) as the Administrator, authorize the Administrator to administer notice of the Settlement to the Class, and set a final approval hearing date.

II. PROCEDURAL HISTORY

On June 28, 2023, Plaintiffs Adiran Anderson, Brandy Trujillo and Alyssa Trujillo (the “Anderson Class Action”) filed this putative class action against Defendants Prestige Senior Living, LLC; Prestige Care, Inc., Lancaster Ventures, LLC; and, Prestige Assisted Living at Lancaster alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices. Declaration of Benjamin H. Haber in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (“MPA”) (“Haber Decl.”) at ¶ 4.

On January 24, 2024, Plaintiff Kerri Byers (the “Byers Class Action”) filed a Class Action Complaint against Defendants Prestige Care, Inc.; Lancaster Ventures, LLC; Chico Ventures, LLC, Manteca Ventures Alf, LLC; Marysville Ventures, LLC, Oroville Assisted Living, LLC in the Superior Court of the State of California, County of Butte Case No. 24CV00248 alleging (1) violation of California Business and Professions Code; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse employees for required expenses; and (8) failure to pay sick pay wages. *Id.* at ¶ 5.

On July 21, 2023, Plaintiffs Adrian Anderson, Brandy Trujillo, and Alyssa Trujillo provided

1 written notice to the LWDA and Defendants with the specific provisions of the Labor Code alleged
2 to have been violated, including the facts and theories in support. The LWDA did not notify Plaintiffs
3 that intended to investigate within 65 days of this written notice. *Id.* at ¶ 6, Exhibit 1.

4 On January 30, 2024, Plaintiff Kerri Byers filed a separate action in Superior Court of the
5 State of California, County of Los Angeles Case No. 24AVCV00111, for civil penalties under
6 PAGA (the “Byers PAGA Action”). On November 14, 2025, Plaintiff Byers filed a Request for
7 Dismissal without prejudice of the Byers PAGA Action, which the Court entered on that same
8 date. *Id.* at ¶ 7.

9 On July 7, 2026, Plaintiffs filed a First Amended Class and Representative Action
10 Complaint in the Anderson Class Action that adds the claims and parties from the Byers Class
11 Action and the Byers PAGA Action. The first amended complaint added Areshanae Tyerra King,
12 Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez as named Plaintiffs and
13 and Visalia Ventures, L.L.C. and Prestige Assisted Living at Visalia as named Defendants (the
14 “Operative Complaint”). *Id.* at ¶ 8.

15 On December 5, 2025, the Parties subsequently participated in a private full-day mediation
16 with Jonathan Andrews, Esq. *Id.* at ¶ 9. The mediator made a proposal, which was accepted by the
17 Parties. *Id.* The Parties negotiated the terms of the Settlement over the next several months, which
18 was finalized on August 7, 2026. *Id.* at ¶ 10, Exhibit 2 (“Settlement Agreement”). On August 31,
19 2026, Plaintiffs submitted a copy of the Settlement Agreement to the LWDA. *Id.* at ¶ 11, Exhibit
20 3.

21 **III. SUMMARY OF THE SETTLEMENT TERMS**

22 **A. Terms of the Proposed Settlement**

23 The Parties have agreed to settle the claims alleged in this case and PAGA Action for a
24 Gross Settlement Amount of \$795,000.00. Settlement Agreement at § 3.1. Subject to Court
25 approval, the following payments will be deducted from the Gross Settlement Amount: (1) Class
26 Representative Service Payments of up to \$15,000 each for Plaintiffs Adrian Anderson, Brandy
27 Trujillo, Alyssa Trujillo and Kerri Byers, and \$5,000 each for Plaintiffs Areshanae Tyerra King,
28 Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez; (2) attorneys’ fees of

up to one third (1/3) of the Gross Settlement Amount (currently \$265,000.00) and reimbursement of litigation costs of up to \$95,000.00 to Plaintiffs' Counsel; (3) costs of settlement administration of up to \$15,279.00 to Apex; (4) Individual Class Payments to Class Members; and (5) PAGA Penalties in the amount of \$20,000.00, which will be allocated 75% to the LWDA (\$15,000.00) and 25% to Aggrieved Employees (\$5,000.00). *Id.* at § 3.2 *et seq.* After all requested deductions are made, the remaining Net Settlement Amount is currently estimated to be \$319,721.00.

Individual Class Payments will be calculated based on the number of Workweeks worked by each Class Member during the Class Period. *Id.* at § 3.2.e. For tax purposes, the Individual Class Payments will be allocated 20% to wages and 80% to reimbursement, interest and penalties. *Id.* at § 3.2.e.i. Defendants will separately pay employer payroll taxes owed on the wage positions of the individual class payments separate from the Gross Settlement Amount. *Id.* at § 3.1.

Individual PAGA Payments to Aggrieved Employees will be calculated based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. *Id.* at § 3.2.d.i. For tax purposes, Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. *Id.*

Any deductions not approved by the Court will be retained by the Settlement Administrator in the Net Settlement Amount. *Id.* at §§ 3.2.a, 3.2.b, 3.2.c, 3.2.d. Funds from any uncashed checks will be transmitted by the Settlement Administrator to the Cy Pres Recipient, Community Law Project. *Id.* at § 5.4. None of the Gross Settlement Amount will revert to Defendants. *Id.* at § 3.1.

B. Proposed Settlement Administration

The Parties' proposed Class Notice complies with the requirements of California Rules of Court, Rule 3.766(d). *See* Exhibit A to Settlement Agreement. It provides information regarding the nature of this lawsuit, a summary of the settlement terms, the formula used for calculating individual class and PAGA payments and instructions to dispute the calculations, instructions on how to opt-out of or object to the Settlement, the date, time, and location of the final approval hearing, and the amounts sought for the class representative service payments, attorneys' fees and litigation costs, and settlement administration costs. *See generally, id.* The Class Notice also notifies Class Members that they do not need to submit a claim in order to participate in the

1 Settlement and receive a payment. *See id.* The Administrator will mail Class Members the Class
2 Notice by first-class mail in English. Settlement Agreement at § 1.11.

3 If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail the
4 Class Notice within seven (7) days to the forwarding address provided by the U.S. Postal Service.
5 Settlement Agreement at § 5.3. If no forwarding address is provided, the Settlement Administrator
6 will conduct a Class Member Address Search and re-mail the Class Notice to the most current
7 address obtained. *Id.* The deadline to opt-out of the Settlement or to submit an objection or dispute
8 will be extended by fourteen (14) days for all Class Members whose Class Notice was remailed.
9 *Id.* at § 8.5.a.

10 **C. Proposed Release**

11 Effective on the date when Defendants fully funds the Gross Settlement Amount and all
12 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
13 Class Members, and Class Counsel will release claims against all Released Parties as follows:

14 Released Parties:

15 Defendants and each of their former and present directors, officers, shareholders, owners,
16 members, investors, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
17 employees, and affiliates including, but not limited to, Prestige Care, Inc.; Prestige Senior
18 Living, LLC; Lancaster Ventures, LLC; Prestige Assisted Living at Lancaster; Visalia
19 Ventures, LLC; Prestige Assisted Living at Visalia; Marysville Ventures, LLC; Prestige
20 Assisted Living at Marysville; Oroville Assisted Living, LLC; Prestige Assisted Living at
21 Oroville; Chico Ventures, LLC; Prestige Assisted Living at Chico; Manteca Ventures ALF,
22 LLC; and Prestige Assisted Living at Manteca.

23 Settlement Agreement at § 1.40.

24 Release by Participating Class Members:

25 All Participating Class Members, on behalf of themselves and their respective former and
26 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
27 release Released Parties from the Released Class Claims.

28 Settlement Agreement at § 6.2.

Release of PAGA Claims:

All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
and their respective former and present representatives, agents, attorneys, heirs,
administrators, successors, and assigns, the Released Parties from the Released PAGA
Claims.

Settlement Agreement at § 6.3.

Only Plaintiffs will agree to a general release and a waiver of Civil Code § 1542. Settlement Agreement at §§ 6.1, 6.1.a.

IV. THE PROPOSED SETTLEMENT AGREEMENT MEETS ALL CRITERIA FOR PRELIMINARY APPROVAL

A. Provisional Certification of the Class is Appropriate

Class certification is appropriate when there is: (1) an ascertainable and sufficiently numerous class; (2) a well-defined community of interest among class members; and (3) substantial benefits from certification that render proceeding as a class superior to the alternatives. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1021 (2012). Although courts still need to review and consider each element for certification, a lesser standard can be used to provisionally certify a settlement class. *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th 836, 859 (2003).

1. The Proposed Class is Numerous and Ascertainable

“Ascertainability” is determined by examining the class definition and the size of the class and may also involve examining the means available to identify class members. *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-981, 985-986 (2019). As the settlement eliminates the need for trial, “the case management issues inherent in the ascertainable class determination need not be confronted.” *Global Minerals*, 113 Cal.App.4th at 859. Further, under California law, there is no minimum number of class members for maintenance of a class action. *Hendershot v. Ready to Roll Transp., Inc.*, 228 Cal.App.4th 1213, 1222 (2014). Class sizes as small as 10 have been permitted. *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981), disapproved on other grounds by *Noel*, 7 Cal.5th at 986.

The Class here consists of all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee during the Class Period. *See* Settlement Agreement at § 1.5, 1.13. The Class is also readily ascertainable from Defendants’ business records, because all Class Members are or were employees of Defendants. *Id.* Defendants’

records show there are approximately 1,132 Class Members, making joinder of all Class Members impracticable. Haber Decl. at ¶ 13.

2. *A Well-Defined Community of Interest Exists*

The community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. *Brinker*, 53 Cal.4th at 1021.

a. Common Questions Predominate

In determining whether common issues “predominate,” courts consider both plaintiff’s legal theories and defendant’s affirmative defenses. *Duran v. U.S. Bank Nat’l Ass’n*, 59 Cal.4th 1, 28-29 (2014). The “predominate common questions” factor does not require that all class members have identical claims. *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal.4th 522, 530 (2014). Rather, the focus is on whether issues shared by the class members are sufficiently uniform to permit class-wide assessment, and whether individual variations in proof on those issues are manageable. *Id.*

Plaintiffs have alleged that Defendants maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. Haber Decl. at ¶ 14. These allegations present common factual and legal questions of, *inter alia*, whether Defendants applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendants’ conduct was intentional, and whether Class Members are entitled to damages and/or penalties. *Id.* These common questions could be resolved using Class Members’ time records, payroll records, testimony from Defendants’ designated representative(s), and Class Members’ testimony. *Id.* Therefore, the Court can and should exercise its discretion to grant conditional class certification for settlement purposes.

b. Plaintiffs are Typical of the Class

Typicality does not require that the representative plaintiff’s claims and those of the class

members be identical or perfectly aligned. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 228 (2001), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260 (2018). Typicality does not require that a plaintiff's claims be identical to those of other class members, only that their claims and the defenses applicable to them are sufficiently similar to those of other class members that a named plaintiff is able to adequately represent the class and focus on common issues. *Medrazo v. Honda of North Hollywood*, 166 Cal.App.4th 89, 99 (2008).

Plaintiffs have alleged that they and Class Members were employed by the same Defendants and injured by Defendants' common wage and hour policies and practices, including Defendants' scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies. *See* Haber Decl. at ¶ 14. Through informal discovery, Plaintiffs confirmed that these challenged policies and practices applied to Plaintiffs and Class Members alike. Therefore, Plaintiffs' claims and Class Members' claims arise from the same challenged employment policies and practices and are based on the same legal theories.

c. Plaintiffs and Plaintiff's Counsel Will Adequately Represent the Class

Certification requires adequacy of both the proposed class representative and of the proposed class counsel. Cal. Code Civ. Proc. § 382. "Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status." *Richmond v. Dart Industries*, 29 Cal.3d 462, 470 (1981). Only conflicts that are "irreconcilable" can defeat adequacy. *Nat'l Solar Equip. Owners' Ass'n v. Grumman Corp.*, 235 Cal.App.3d 1273, 1286 (1991). The proposed representative Plaintiffs and proposed Class Counsel present no such conflict.

Plaintiffs' interests are coextensive with Class Members' interests. Declarations of Adrian Anderson, Brandy Trujillo, Alyssa Trujillo in Support of Plaintiffs' MPA ("Anderson Decl.", "Brandy Trujillo Decl." and "Alyssa Trujillo Decl.") at ¶ 6. Plaintiffs have demonstrated an ability to advocate for the interests of Class Members by initiating this lawsuit, providing information to their attorneys, meeting with their attorneys regarding the claims, making themselves available the day of mediation to answer questions, and reviewing the proposed Settlement. *Id.* at ¶ 11.

Likewise, Wilshire Law Firm has expended considerable time and effort on this case and

will continue to do so through final approval. *See generally*, Haber Decl. Therefore, Plaintiffs should be appointed Class Representatives, and their counsel should be appointed Class Counsel.

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

Courts have held that class treatment of wage and hour claims is clearly “superior to the other available methods for the fair and efficient adjudication of the controversy.” *Dean Witter Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 772-773 (1989). This is so because “[p]ublic policy has long favored the ‘full and prompt payment of wages due an employee.’” *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, a class action is superior to a multitude of individual lawsuits. Given the size and amount of each Class Member’s claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweigh any potential recovery. Haber Decl. at ¶ 13. Therefore, a class action is the superior method for seeking relief.

B. The Settlement Meets the Standards for Preliminary Approval

The moving party must demonstrate that “the settlement is fair, adequate and reasonable.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 126 (2008). “In determining whether a class settlement is fair, adequate, and reasonable, the trial court should consider relevant factors, such as 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.” *Wershba*, 91 Cal.App.4th at 244-245 (internal quotations and citations omitted).

1. The Settlement is Entitled to a Presumption of Fairness

A settlement is entitled to “a presumption of fairness . . . 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.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).

1 The Settlement here satisfies the first three factors. Plaintiffs will analyze the fourth factor at final
2 approval after Class Members have been notified of the Settlement and provided with an
3 opportunity to object.

4 *a. The Settlement is the Result of Arm's Length Negotiation*

5 Courts have recognized that the involvement of a respected mediator provides a high degree
6 of assurance that the settlement is the result of arm's length bargaining. *See Chavez v. Netflix, Inc.*,
7 162 Cal.App.4th 43, 52-53 (2008). The Settlement in this matter was the product of a full-day
8 mediation session with a respected mediator. Haber Decl. at ¶ 9. The negotiations were adversarial,
9 conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their
10 clients. *Id.*

11 *b. Sufficient Investigation and Discovery Have Been Conducted*

12 Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims,
13 applicable law, and potential defenses. Haber Decl. at ¶ 12. Plaintiffs' Counsel assessed the value
14 to the class claims using the data and documents that Defendants produced in informal discovery,
15 including class data providing the number of Class Members, the number of workweeks in the
16 Class Period, and the number of pay periods in the PAGA Period, Plaintiffs' personnel
17 file/documents concerning Plaintiffs, Defendants' employee handbook(s), Defendants' written
18 wage-and-hour policies, job descriptions, and a random sampling of time and payroll records. *Id.*

19 *c. Plaintiffs' Counsel is Experienced in Similar Litigation*

20 Plaintiffs are represented by Wilshire Law Firm, PLC and Blumenthal Nordrehaug
21 Bhowmik De Blouw LLP. Haber Decl. at ¶ 1. Plaintiffs' Counsel has extensive experience litigating
22 wage and hour class actions on behalf of employees. *See id.* at ¶¶ 25-33. Plaintiffs' Counsel has
23 been involved as counsel in numerous class actions that have resulted in millions of dollars in
24 recovery. *See id.*

25 **2. *The Settlement is Reasonable Given the Strengths of Plaintiffs' Claims***
26 ***and the Risks and Expense of Further Litigation***

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

1 the exposure Plaintiffs' Counsel calculated is substantial, the various risks at succeeding at class
2 certification and through trial affected the valuation of the claims for settlement purposes. Haber
3 Decl. at ¶ 12.

4 Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage claims
5 were based on the allegation that Defendants required Class Members to perform work duties
6 while off the clock, without compensation. Haber Decl. at ¶ 16. For example, Plaintiffs alleged
7 that Defendants required them and other Class Members to regularly work longer than eight (8)
8 hours in a workday and more than forty (40) hours in a workweek without compensation.
9 Specifically, Plaintiffs and Class Members regularly received calls pre and post shift calls three
10 (3) or more times per week for general work questions by management and staff, received texts
11 about emergencies while off duty, and subject to daily COVID-19 testing while off the clock.
12 *Id.* For purposes of calculating Defendants' liability based on a best-case scenario for Plaintiffs
13 and the Class, Plaintiffs' Counsel assumed that all unpaid worktime should have been paid at the
14 overtime rate of pay and conservatively estimated that Defendants are liable for one (1) hour of
15 unpaid worktime per workweek. *Id.* This results in potential exposure for this claim of
16 approximately \$1,338,504.78 (51,049 workweeks x \$17.48 average hourly rate of pay x 1
17 hour/workweek x 1.5 overtime rate). Because this claim would have relied heavily on Class
18 Member testimony and would not be evidenced in Defendants' time and payroll records, the risk
19 of succeeding at class certification and trial was substantial. Accordingly, Plaintiffs' Counsel
20 applied a risk discount based on a 50% chance of succeeding at class certification and a 40%
21 chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately
22 \$267,700.96 (\$1,338,504.78 x 50% x 40%). *Id.*

23 Meal Periods: Plaintiffs' meal period claim was based on the allegation that Defendants
24 failed to provide Class Members with legally compliant meal periods or pay meal period premiums
25 in lieu thereof. Haber Decl. at ¶ 17. For example, Plaintiffs alleged that Defendants required them
26 and other Class Members to work through their meal periods, return to work during their meal
27 periods, and monitor communications during meal periods without payment of meal period
28 premiums, or without payment of the premium at the proper rate of pay. *Id.* Additionally, Plaintiffs'

1 Counsel's expert consultant determined there was an 8.2% meal period violation rate from the
2 sampling of Defendants' time and payroll records, where meal periods were short, late, or missed.
3 *Id.* Therefore, potential liability for the meal period claim is approximately \$259,534.20 (181,067
4 shifts over 5 hours x \$17.48 average hourly rate x 8.2% violation rate). *Id.* After taking into account
5 the difficulty of certifying and proving meal period claims, as well as Defendants' contention that
6 the claim lacks merit and that an 8.2% violation rate is unrealistic, Plaintiffs' Counsel discounted
7 this figure based on a 50% chance of succeeding at class certification and a 40% chance of
8 succeeding at trial, yielding a realistic damage estimate of approximately \$51,906.84 (\$259,534.20
9 x 50% x 40%). *Id.*

10 Rest Periods: Plaintiffs' rest period claim was based on the allegation that Defendants failed
11 to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu
12 thereof. Haber Decl. at ¶ 18. For example, Plaintiffs alleged that Defendants required them and
13 other Class Members to work through rest periods or take interrupted rest periods without
14 compensation. *Id.* Based on Plaintiffs' allegations and Plaintiffs' and other Class Members'
15 experience working for Defendants, Plaintiffs' Counsel applied an 8.2% violation rate to all
16 qualifying shifts during the Class Period. Therefore, Defendants' potential liability for the rest
17 period claim is approximately \$284,834.43 (198,718 shifts of 3.5 hours or longer x \$17.48 average
18 hourly rate x 8.2% violation rate). *Id.* However, Plaintiffs' Counsel discounted this figure to
19 account for the difficulty of certifying and proving rest period claims, particularly because rest
20 periods do not have to be recorded, and to account for the possibility of Class Members voluntarily
21 choosing to forego a rest period. *Id.* Because this claim would have relied exclusively on Class
22 Member testimony, Plaintiffs' Counsel discounted this claim based on a 50% chance of succeeding
23 at class certification and a 50% chance of succeeding at trial, yielding a realistic damage estimate
24 of approximately \$71,208.61 (\$284,834.43 x 50% x 50%). *Id.*

25 Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that
26 Defendants failed to indemnify Class Members for expenses incurred as a direct result of
27 performing their job duties for Defendants, such as mandatory use of personal cell phones for work
28 purposes. Haber Decl. at ¶ 19. For purposes of calculating Defendants' liability based on a best-

1 case scenario for Plaintiffs and the Class, Plaintiffs' Counsel estimated that Defendants were liable
2 to each Class Member for \$1.57 per workweek in unreimbursed expenses, for a total amount of
3 approximately \$80,146.93 ($\$1.57 \times 51,049$ workweeks). *Id.* However, Defendants argued that
4 these expenses were not required by Defendants, and that it could not have known that these
5 expenses were being incurred. *Id.* Accordingly, Plaintiffs' Counsel discounted this claim based on
6 a 30% chance of succeeding at class certification and a 30% chance of succeeding at trial, yielding
7 a realistic damage estimate of approximately \$7,213.22 ($\$80,146.93 \times 30\% \times 30\%$). *Id.*

8 In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-the-
9 clock claim, meal period violations, and rest period violations (i.e., the wage claims) is
10 approximately \$1,882,873.41. Haber Decl. at ¶ 20. However, after factoring in the risk and
11 uncertainty of prevailing at certification and trial, Plaintiffs' Counsel estimates that Plaintiffs'
12 realistic estimated recovery for these non-penalty wage claims is approximately \$390,816.41. *Id.*

13 Derivative Penalties: Plaintiffs alleged that as a result of Defendants' failure to pay all
14 wages owed, Defendants owed waiting time penalties and wage statement penalties. Haber Decl.
15 at ¶ 21. With respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel
16 estimated that Defendants' realistic potential liability is approximately \$5,279,738.48. *Id.*
17 Defendants' maximum potential liability for waiting time penalties is approximately
18 \$4,100,388.48 ($1,086$ employees $\times$ $\$17.48$ average hourly rate of pay $\times$ 7.2 hours/day $\times$ 30 days)
19 based on approximately 1,086 formerly employed Class Members during the 3-year statute of
20 limitations period and an average shift length of 7.2 hours. *Id.* Defendants' maximum potential
21 liability for inaccurate wage statements is approximately \$1,179,350.00 ($[637$ employees $\times$ 1 initial
22 violation/employee $\times$ $\$50$ for an initial violation] $+$ $[(12,112$ pay periods $-$ 637 initial violations) $\times$
23 $\$100$ for each subsequent violation]) based on approximately 637 Class Members who worked
24 during the 1-year statute of limitations period and approximately 12,112 pay periods in that
25 statutory timeframe. *Id.* In light of the foregoing, Plaintiffs' Counsel believes that it would be
26 unrealistic to expect the Court to award the full \$5,279,738.48 in statutory penalties given
27 Defendants' defenses, the contested nature of Plaintiffs' claims, the challenges of establishing
28 willfulness as applicable, and the discretionary nature of penalties. *Id.* Considering that the

1 underlying wage claims are realistically estimated to be approximately \$390,816.41, such a
2 disproportionate award would also raise due process concerns. *Id.* As such, Plaintiffs' counsel
3 discounted these figures to account for the risk and uncertainty of obtaining class certification and
4 prevailing at trial, resulting in a realistic evaluation of approximately \$246,023.31 for waiting time
5 penalty claims ($\$4,100,388.48 \times 30\% \times 20\%$), and approximately \$70,761.00 for wage statement
6 penalty claims ($\$1,179,350.00 \times 30\% \times 20\%$), or approximately \$316,784.31 total for statutory
7 penalties. *Id.*

8 PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendants' potential
9 exposure could potentially reach \$1,211,200.00, assuming the initial \$100 penalty would apply for
10 each of the 12,112 pay periods in the PAGA Period. Haber Decl. at ¶ 22. However, even assuming
11 success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a
12 variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary
13 and oppressive, or confiscatory. *Id.* As such, Plaintiffs' counsel discounted this figure to account
14 for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately
15 \$121,120.00 for PAGA penalties ($\$1,211,200 \times 10\%$). *Id.* The settlement allocates \$20,000 of the
16 Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 2.5% of the Gross
17 Settlement Amount and approximately 17% of the realistic maximum damages for PAGA penalties
18 ($\$20,000.00/\$121,120.00$). *Id.*

19 Using these estimated figures, Plaintiffs' Counsel predicted that the realistic maximum
20 recovery for all claims, including penalties, would be approximately \$835,933.94. Haber Decl. at
21 ¶ 23. This means that the realistic maximum recovery represents approximately 95% of the realistic
22 maximum recovery ($\$728,275.20/\$795,000.00$). *Id.* Considering the risk and uncertainty of
23 prevailing at class certification and at trial, this is an excellent result for the Class. *Id.* Indeed,
24 because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will
25 avoid the risk of an unfavorable judgment. *Id.*

26 Based on the figures in the Settlement Agreement, the Net Settlement Amount available for
27 class settlement payments is currently estimated to be \$319,721.00 for approximately 1,132 Class
28 Members. Haber Decl. at ¶ 24. As a result, each Settlement Class Member would be eligible to

1 receive an average net benefit of approximately \$282.44. *Id.* Based on the estimated Net Settlement
2 Amount available for individual class payments and there being approximately 51,049 workweeks
3 in the Class Period, the estimated weekly valuation for Individual Class Payments is \$6.26
4 (\$319,721.00 / 51,049 workweeks). *Id.*

5 **C. The Requested Service Payments are Reasonable**

6 Plaintiffs seek Class Representative Service Payments of up to \$15,000 each for Plaintiffs
7 Adrian Anderson, Brandy Trujillo, Alyssa Trujillo and Kerri Byers, and \$5,000 each for Plaintiffs
8 Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez
9 for accepting the responsibilities of representing the interests of the Class and potential costs that
10 were not borne by any other Class Member. Settlement Agreement at § 3.2.a. A named plaintiff is
11 eligible for payment that reasonably compensates the plaintiff for undertaking and fulfilling a
12 fiduciary duty to represent absent class members. *See Cellphone Termination Fee Cases*, 186
13 Cal.App.4th 1380, 1393 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004).

14 Throughout this case, Plaintiffs assisted counsel in providing information necessary to
15 prosecute the claims, meeting with counsel regarding the claims, maintaining regular contact with
16 counsel, making themselves available the day of mediation to answer questions, and reviewing the
17 Settlement to ensure it was fair to the Class. Anderson Decl., at ¶ 11., Brandy Trujillo Decl. at ¶
18 11., and Alyssa Trujillo Decl. at ¶ 11. No action would likely have been taken by Class Members
19 individually and no compensation would have been recovered for them, but for Plaintiffs' services
20 on behalf of the Class. By actively pursuing this action, Plaintiffs furthered the California public
21 policy goal of enforcing the State's wage-and-hour laws. *See Sav-On*, 34 Cal.4th at 340. The
22 requested Class Representative Service Payments are reasonable and should be preliminarily
23 approved. Plaintiffs have provided a declaration regarding their work performed to date and will
24 provide additional information as requested or required by the Court at final approval.

25 **D. The Requested Attorneys' Fees and Costs Are Reasonable**

26 The purpose of an attorneys' fee award in class action litigation is to reward counsel who
27 invested in a case despite the risk of non-payment and achieved a substantial positive result for the
28 class. California courts routinely award attorneys' fees equaling one-third or more of the potential

1 value of the common fund. *See Chavez*, 162 Cal.App.4th at 66, fn. 11 (“Empirical studies show
2 that, regardless of whether the percentage method or the lodestar method is used, fee awards in
3 class actions average around one-third of the recovery.”).

4 Plaintiffs seek appointments of WLF and BNBD as Class Counsel. The attorneys performed
5 significant work and expended litigation costs in prosecuting this matter with no guarantee of
6 payment. Haber Decl. at ¶ 15. Plaintiffs’ Counsel seeks preliminary approval for up to one third
7 (1/3) of the Gross Settlement Amount in attorneys’ fees, currently estimated to be \$265,000.00,
8 and up to \$95,000.00 in reimbursement of litigation costs. Given the work performed in this matter,
9 the extensive information exchange, and the substantial recovery obtained on behalf of the Class,
10 Plaintiffs’ Counsel achieved a settlement through efficient and diligent work. *See generally*, Haber
11 Decl. At final approval, Plaintiffs’ Counsel will fully brief the merits of its request for the award
12 of attorneys’ fees and litigation costs.

13 **E. The Administration Costs Are Reasonable**

14 The Parties have agreed upon using Apex to administer this Settlement. Settlement
15 Agreement at §§ 1.2, 8.1. Plaintiffs seek preliminary approval of \$15,279.00 for Apex to administer
16 this Settlement pursuant to Apex’s will-not-exceed bid. *See* Haber Decl. at ¶ 37, Exhibit 4. The
17 services covered by this payment are extensive and necessary to carry out the Settlement
18 administration.

19 **F. Cy Pres**

20 The Parties have agreed upon using Community Law Project as the Cy Pres Recipient. Haber
21 Decl. at ¶ 38. Class Counsel and Plaintiffs have no interest in nor any relationship (financial or
22 otherwise) with Community Law Project. *Id.*

23 **V. CONCLUSION**

24 The Parties have negotiated a fair and reasonable settlement of the class claims in light of
25 the risks presented in this case. Plaintiffs have presented the materials and information necessary
26 to demonstrate that the requirements for preliminary approval have been met, and therefore
27 respectfully requests that the Court preliminarily approve the Settlement and schedule a date for
28 the final approval hearing.

Dated: August 31, 2026

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

By: 

Benjamin H. Haber

Daniel J. Kramer

Chase M. Stern

Trenten N. Bilodeaux

Attorneys for Plaintiffs