

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
James S. Winn Jr. (State Bar No. 349690)
jwinn@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff CHARDRIANA JEAN,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

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

CHARDRIANA JEAN, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

WOODRUFF-SAWYER & CO.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24CV102594

Honorable Somnath Raj Chatterjee
Department 21

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Reservation ID: 935892024113
Date: August 26, 2025
Time: 2:30 p.m.
Dept.: 21

Complaint Filed: December 6, 2024
FAC Filed: June 13, 2025
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on **August 26, 2025 at 2:30 p.m.** in Department 21 of the
3 above-captioned Court located at 1221 Oak Street, Oakland, California 94612, pursuant to California
4 Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff Chardriana
5 Jean (“Plaintiff”) will and hereby does move the Court for an Order granting preliminary approval of the
6 proposed class action and PAGA settlement between Plaintiff and Defendant Woodruff-Sawyer & Co.
7 (“Defendant”).

8 Plaintiff requests that the Court enter an Order:

9 1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement
10 (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Alexandra Rose in
11 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Rose
12 Decl.”);

13 2. Certifying the Class for Settlement purposes;

14 3. Appointing Plaintiff Chardriana Jean as the Class Representative for Settlement purposes;

15 4. Appointing Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and
16 James S. Winn Jr. of Blackstone Law, APC as Class Counsel for Settlement purposes;

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

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

21 7. For each Class Member, directing Defendant to furnish their (1) full name; (2) last known
22 mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period;
23 and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks
24 and PAGA Workweeks to the Settlement Administrator within twenty-one (21) calendar days after entry
25 of the order granting preliminary approval of the Settlement;

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

27 9. Setting a Final Approval Hearing.

28 ///

1 Pursuant to California Labor Code section 2699(1)(2), on July 24, 2025, a copy of the Settlement
2 was submitted to the California Labor and Workforce Development Agency (“LWDA”) via online
3 submission through the LWDA’s website. (Rose Decl., ¶ 47 and Exh. 4).

4 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
5 Declaration of Alexandra Rose, the Declaration of Plaintiff Chardriana Jean, the Declaration of the
6 Settlement Administrator (Sean Hartranft of Apex Class Action LLC), the pleadings and other records
7 on file with the Court in this matter, and any other further evidence or argument that the Court may
8 properly receive at or before the hearing.

9 Respectfully submitted,

10 Dated: July 31, 2025

BLACKSTONE LAW, APC

11 

12 By: _____
13 Alexandra Rose
14 Attorneys for Plaintiff Chardriana Jean

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	FACTUAL AND PROCEDURAL BACKGROUND.....	2
III.	THE SETTLEMENT TERMS	3
	A. Class Definition	3
	B. Amount of Settlement.....	3
	C. Allocation and Funding of the Gross Settlement Amount	3
	D. Released Claims	6
IV.	STANDARD OF REVIEW FOR PRELIMINARY APPROVAL	7
V.	THE SETTLEMENT IS PRESUMED FAIR.....	8
	A. The Settlement Was Reached as a Result of Arm’s-Length Bargaining	8
	B. Sufficient Investigation and Discovery by Experienced Class Counsel	8
	C. The Settlement is Fair and Reasonable in Light of the Parties’ Respective Legal Positions and Recovery Risks.....	9
	1. Class Counsel’s Analysis of the Maximum Available Liability and Damages	9
VI.	CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED	14
	A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is Impracticable.....	15
	B. The Class Shares a Well-Defined Community of Interest	15
	C. A Class Action is Superior to a Multiplicity of Litigation.....	17
VII.	THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE.....	17
VIII.	THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE	18
IX.	THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS MEETS DUE PROCESS REQUIREMENTS.....	18
X.	CONCLUSION	21

TABLE OF AUTHORITIES

Cases

<i>Aguirre v. Genesis Logistics</i> , 2013 WL 10936035 (C.D. Cal. 2013)	13
<i>Armstrong v. Board of School Directors of City of Milwaukee</i> , 616 F.2d 305 (7th Cir. 1980).....	7
<i>B.W.I. Custom Kitchen v. Owens-Illinois, Inc.</i> , 191 Cal.App.3d 1341 (1987)	16
<i>Bradley v. Networkers Int’l, LLC</i> , 211 Cal.App.4th 1129 (2012)	10
<i>Brinker Restaurant Corp. v. Superior Court</i> , 53 Cal.4th 1051 (2012);	10
<i>Carrington v. Starbucks Corp.</i> 30 Cal.App.5th 504, 529 (2018)	13
<i>Castillo v. ADT, LLC</i> , 2017 WL 363108 (E.D. Cal. Jan. 25, 2017)	13
<i>Choate v. Celite Corp.</i> , 215 Cal App. 4th 1460, 1468 (2013)	12
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal. App. 4th 785 (2009)	8
<i>Clothesrigger, Inc. v. GTE Corp.</i> , 191 Cal.App.3d 605 (1987)	15
<i>Cotter v. Lyft, Inc.</i> , 193 F.Supp.3d 1030 (N.D. Cal. 2016).....	13
<i>Daar v. Yellow Cab Co.</i> , 67 Cal. 2d 695 (1967).....	15
<i>Duran v. U.S. Bank Nat. Assn.</i> , 59 Cal.4th 1 (2014).....	10
<i>Elliot v. Spherion Pac. Work, LLC</i> , 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008).....	13
<i>Gaudin v. Saxon Mortgage Servs., Inc.</i> , 2015 WL 7454183 (N.D. Cal. Nov. 23, 2015)	17
<i>Hebbard v. Colgrove</i> , 28 Cal.App.3d 1017, 1030 (1972).....	15
<i>In re Cellphone Fee Termination Cases</i> , 186 Cal.App.4th 1380 (2010).....	19
<i>In re Online DVD Rental</i> , 779 F.3d 934 (9th Cir. 2014)	17
<i>Jaimez v. DAIOHS USA, Inc.</i> , 181 Cal.App.4th 1286 (2010).....	12
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	9
<i>Lealao v. Beneficial Cal, Inc.</i> , 82 Cal.App.4th 19 (2000)	18
<i>Linder v. Thrifty Oil Co.</i> , 23 Cal.4th 429 (2000)	17
<i>McGee v. Bank of America</i> , 60 Cal.App.3d 442 (1976)	16
<i>Miller v. Woods</i> , 148 Cal.App.3d 862 (1983).....	15
<i>Munoz v. BCI Coca-Cola Bottling Co.</i> , 186 Cal.App.4th 399 (2010)	17
<i>Naranjo v. Specturm Security Services, Inc.</i> , 40 Cal.App.5th 444 (2019).....	12

1	<i>Officers for Justice v. Civil Service Commission of City and County of San Francisco</i> , 688 F.2d 615 (1982).....	8
2	<i>Price v. Starbucks Corp.</i> , 192 Cal.App.4th 1136 (2011).....	12
3	<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926, 934 (1981)	15
4	<i>Sanchez v. McDonalds Restaurants of California, Inc.</i> , 2017 WL 4620746 (LA Super. Ct. July 6, 2017)	13
5	<i>Seastrom v. Neways, Inc.</i> , 149 Cal.App. 4th 1496 (2007)	16
6	<i>See In re Microsoft I-V Cases</i> , 135 Cal.App.4th 706 (2006).....	8
7	<i>Smith v. Lux Retail North America, Inc.</i> , 2013 WL 2932243 at *3 (N.D. Cal. June 13, 2013).....	13
8	<i>Thurman v. Bayshore Transit Management, Inc.</i> , 203 Cal.App.4th 1112,1131 (2012)	13
9	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001).....	7, 8, 9
10	<i>Wesson v. Staples the Office Superstore, LLC</i> , 68 Cal.App.5th 746 (2021).....	13
11	Statutes	
12	Code of Civil Procedure Section 382.....	14
13	Labor Code section 203	12
14	Other Authorities	
15	<i>Findings of the Study of California Class Action Litigation</i> , 2000-2006, available at http://www.courts.ca.gov/documents/class-action-lit-study.pdf	10
16	Rules	
17	Cal. Rules of Court, Rule 3.769(c)	7
18	Cal. Rules of Court, Rule3.769(g)	8

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Chardriana Jean (“Plaintiff”) seeks preliminary approval of the Joint Stipulation of Class
4 Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) entered into between Plaintiff
5 and Defendant Woodruff-Sawyer & Co. (“Defendant”) (together, with Plaintiff, the “Parties”).
6 (Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Preliminary Approval of Class
7 Action and PAGA Settlement [“Rose Decl.”], Exh. 3). The Settlement terms are outlined as follows:

- 8
- Class Size: Approximately one hundred and seventy (170) individuals.
 - 9 • Gross Settlement Amount: Eight Hundred Forty-Nine Thousand Dollars and Zero Cents
10 (\$849,000.00).
 - 11 • Attorneys’ Fees and Costs: Attorneys’ fees of thirty-five percent (35%) of the Gross
12 Settlement Amount (\$297,150.00 if the Gross Settlement Amount is \$849,000.00) plus actual
13 litigation costs and expenses not to exceed Twenty Thousand Dollars and Zero Cents
14 (\$20,000.00), to be paid from the Gross Settlement Amount.
 - 15 • Enhancement Payment: Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00),
16 to be paid from the Gross Settlement Amount.
 - 17 • Settlement Administration Costs: Not to exceed Eight Thousand Dollars and Zero Cents
18 (\$8,000.00), to be paid from the Gross Settlement Amount.
 - 19 • PAGA Amount: Thirty-Three Thousand Nine Hundred Sixty Dollars and Zero Cents
20 (\$33,960.00) from the Gross Settlement Amount, 65% (or \$22,074.00) of which will be paid
21 to the Labor and Workforce Development Agency (“LWDA”) and the remaining 35% (or
22 \$11,886.00) to be paid to the PAGA Employees.
 - 23 • Estimated Net Settlement Amount: Four Hundred Eighty-Two Thousand Three Hundred
24 Ninety Dollars and Zero Cents (\$482,390.00) to be distributed to Settlement Class Members.

25 As set forth herein, the Settlement is the product of informed discovery and arms-length
26 negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore
27 respectfully requests that the Court grant preliminarily approval of the Settlement, conditionally certify
28 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 independent brokerage and consulting firm that has been in operation since 1918. In April 2025, it was acquired by Arthur J. Gallagher & Co. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Talent Administrator from approximately May 2021 to approximately March 2022. (Declaration of Plaintiff Chardriana Jean in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [“Jean Decl.”], ¶ 2).

On December 6, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Chardriana Jean v. Woodruff-Sawyer & Co*, Alameda County Superior Court Case No. 24CV102594 (“Action”), thereby commencing a putative class action against Defendant. (Rose Decl., ¶ 9).

On March 14, 2025, the Parties participated in a formal mediation conducted by Brandon McKelvy, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, which did not result in a settlement. (*Id.*, ¶ 10).

On March 31, 2025, Plaintiff propounded written formal discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), noticed the deposition of Defendant’s Person Most Knowledgeable, and served a proposed Belaire-West notice. (*Id.*, ¶ 11).

On April 5, 2025, after further negotiations 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.*, ¶ 12). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (*Ibid.*).

On April 9, 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”). (*Id.*, ¶ 13 and Exh. 2).

On June 13, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action, which added a cause of action under Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”). (*Id.*, ¶ 14). The

Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate 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 the based on the aforementioned California Labor Code violations. (Ibid).

On July 22, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 15).

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., ¶ 16; Settlement Agreement, ¶ 9.b). The Class Period is defined as the period from December 6, 2020 through June 4, 2025, subject to Paragraph 16 of the Settlement Agreement. (Rose Decl., ¶ 16; Settlement Agreement, ¶ 9.f). Based on information provided by Defendant, as of March 14, 2025, it is estimated that there are a total of one hundred and seventy (170) Class Members. (Rose Decl., ¶ 16).

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 Eight Hundred Forty-Nine Thousand Dollars and Zero Cents (\$849,000.00), exclusive of employer-side payroll taxes. (Rose Decl., ¶ 17; Settlement Agreement, ¶ 9.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., ¶ 17; Settlement Agreement, ¶ 9.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., \$297,150.00 if the Gross Settlement Amount is \$849,000.00); (2) Class Counsel’s actual

1 litigation costs and expenses, not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00); (3)
2 Settlement Administration Costs, not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00); (4)
3 Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents
4 (\$7,500.00); and (5) PAGA Amount of Thirty-Three Thousand Nine Hundred Sixty Dollars and Zero
5 Cents (\$33,960.00). (Rose Decl., ¶ 17; Settlement Agreement, ¶¶ 9.q, 12, 13, 14, and 15). After the
6 above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount
7 that will be available for Class Members is currently estimated to be Four Hundred Eighty-Two Thousand
8 Three Hundred Ninty Dollars and Zero Cents (\$482,390.00). (Rose Decl., ¶ 17). Additionally, 35% of
9 the PAGA Amount (“PAGA Employee Amount”), which is \$11,886.00 out of \$33,960.00, will be fully
10 distributed to “all current and former hourly-paid and/or non-exempt employees who worked for
11 Defendant in the State of California at any time during the PAGA Period” (“PAGA Employee(s)”). (Rose
12 Decl., ¶ 17; Settlement Agreement, ¶¶ 9.q, 9.x, 9.y, 9.z, and 14). The “PAGA Period” is defined as the
13 period from April 9, 2024 through June 4, 2025, subject to Paragraph 16 of the Settlement Agreement.
14 (Rose Decl., ¶ 17; Settlement Agreement, ¶ 9.aa).

15 The Net Settlement Amount will be distributed and paid to all Class Members who do not submit
16 a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata* basis based on
17 the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt
18 employee in California during the Class Period (“Workweeks”). (Rose Decl., ¶ 18; Settlement
19 Agreement, ¶¶ 9.mm and 9.nn). The *pro rata* share of the Net Settlement Amount that a Class Member
20 may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated
21 by the Settlement Administrator, in accordance with the Settlement Agreement. (Rose Decl., ¶ 18;
22 Settlement Agreement, ¶¶ 9.t and 17).

23 The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata*
24 basis based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid
25 and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). (Rose Decl.,
26 ¶ 19; Settlement Agreement, ¶¶ 9.cc and 18). The *pro rata* share of the PAGA Employee Amount that a
27 PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”)
28 will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Rose

Decl., ¶ 19; Settlement Agreement, ¶¶ 9.r and 18).

Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. (Rose Decl., ¶ 20; Settlement Agreement, ¶ 19). 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., ¶ 20; Settlement Agreement, ¶ 19). 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., ¶ 20; Settlement Agreement, ¶¶ 9.s and 19). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount. (Rose Decl., ¶ 20; Settlement Agreement, ¶ 19). 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., ¶ 20; Settlement Agreement, ¶ 19).

The Settlement Agreement is a non-reversionary and non-claims made settlement. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 9.q). 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., ¶ 21; Settlement Agreement, ¶¶ 9.v and 9.x). No money will revert to Defendant. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 9.q).

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., ¶ 22; Settlement Agreement, ¶ 37). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to Legal Aid to Work (the proposed *cy pres* recipient) in accordance with California Code of Civil Procedure Section 384. (Rose Decl., ¶ 22; Settlement Agreement, ¶ 37). The Parties and their counsel have each represented that they do not have any financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest. (Rose Decl., ¶ 22; Settlement Agreement, ¶ 37).

///

1 **D. Released Claims**

2 Upon the Effective and full funding of the Gross Settlement Amount, Plaintiff and all Settlement
3 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
4 relinquished, and discharged the Released Parties of all Released Class Claims. (Settlement Agreement,
5 ¶ 38).

6 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State
7 of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever
8 released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA
9 Claims. (*Id.*, ¶ 39).

10 “Released Class Claims” means any and all claims which were alleged or which could have been
11 reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class
12 Period, including, but not limited to, claims for Defendant’s alleged failure to pay overtime and minimum
13 wages, provide compliant meal and rest periods and associated premium payments, timely pay wages
14 during employment and upon termination, provide accurate wage statements, and reimburse necessary
15 business-related expenses; Defendant’s alleged violation of California Labor Code Sections 201, 202,
16 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable
17 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
18 17200, *et seq.*; any unpaid wages or compensation related to any or all of the foregoing; any premium
19 payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties,
20 statutory and civil (except penalties under PAGA), related to any or all of the foregoing; interest related
21 to any or all of the foregoing; and attorneys’ fees or costs related to any or all of the foregoing. (*Id.*, ¶
22 9.ff).

23 “Released PAGA Claims” means any and all claims arising from any of the factual allegations in
24 the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General
25 Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for
26 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods
27 and associated premium payments, timely pay wages during employment and upon termination, provide
28 compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary

business-related expenses; Defendant’s alleged violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; and attorneys’ fees or costs related to any or all of the foregoing. (*Id.*, ¶ 9.gg).

“Released Parties” means Defendant and Arthur J. Gallagher & Co.; and their current, former, and future acquired companies/entities, subsidiaries, affiliates, predecessors, successors, parents, and assigns; each of the foregoing’s current, former, and future officers, directors, members, insurers, shareholders, owners, partners, members, managing agents, agents, attorneys, legal representatives, executives, employees, and contractors; and any entity alleged to be a joint employer with Defendant and/or Arthur J. Gallagher & Co. (*Id.*, ¶ 9.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

1 presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2)
2 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel
3 is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V*
4 *Cases*, 135 Cal. App. 4th 706, 723 (2006)).

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

12 **V. THE SETTLEMENT IS PRESUMED FAIR**

13 **A. The Settlement Was Reached as a Result of Arm’s-Length Bargaining**

14 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
15 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
16 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
17 were at all times made at arm’s-length and were adversarial. (Rose Decl., ¶ 23). The Settlement was
18 reached after further negotiations following a full day of mediation with a highly respected mediator with
19 substantial experience mediating wage and hour cases. (Ibid). At all times, Plaintiff was willing and
20 prepared to litigate this matter through class certification and trial if the Parties had been unable to reach
21 a favorable resolution. (*Id.*, ¶ 44).

22 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

23 Courts typically assess the status of discovery in determining whether a class action settlement
24 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
25 Defendant produced a random twenty-five percent (25%) sampling of putative class members’ time and
26 pay data as well as Defendant’s relevant wage and hour policies, and information regarding the total
27 number of putative class members, the number of current versus former employees, the total workweeks
28 worked by the putative class members, and the average rate of pay for the putative class members. (Rose

Decl., ¶ 24).

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.*, ¶ 25). 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.*, ¶ 26). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Rose Decl., ¶¶ 3-8). 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 \$5,549,318, 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., ¶ 27). 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

1 maximum liability for all claims at issue and the total aggregate workweeks during the relevant time
2 period, less interest, and based on the analysis of the data which was extrapolated out for all class
3 members across the entire putative class period, which included: \$172,853 for meal period violations
4 (less meal period premiums paid); \$3,626,991 for rest period violations at a 100% violation rate; \$749,001
5 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$141,356 for unpaid
6 overtime wages at the required regular rate of pay; \$61,891 for unpaid meal break premiums and sick pay
7 at the required regular rate of pay; \$147,000 for unreimbursed business expenses; \$365,476 for waiting
8 time penalties; and \$284,750 for wage statement penalties. (Ibid). Plaintiff further estimated that
9 Defendant faced an additional exposure of \$291,300 in potential, non-stacked (i.e., one penalty, per
10 employee, per pay period during the PAGA statutory period) PAGA penalties. (Ibid). Together with the
11 PAGA penalties, Defendant's maximum potential exposure totaled \$5,840,618 in damages. (Ibid).

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

13 While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a
14 recovery existed. Defendant contended that Plaintiff's claims are not suitable for class certification
15 because individual issues and affirmative defenses would predominate should this case go to trial. (Rose
16 Decl., ¶ 30; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank*
17 *Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)).
18 While Plaintiff and Class Counsel disagree with Defendant's predictions, they also recognize that there
19 is a significant risk that the Court may deny class certification. (Rose Decl., ¶ 30; *see also, Findings of*
20 *the Study of California Class Action Litigation*, 2000-2006, available at
21 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
22 actions were certified either as part of a settlement or as part of a contested certification motion)).

23 For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to
24 provide lawful meal periods, have been increasingly difficult to certify in recent years. (Rose Decl., ¶
25 31; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was
26 based on allegations that Defendant had failed to implement its policies and that its practices failed to
27 allow Class Members to take meal breaks in the manner required under California law. (Rose Decl., ¶
28 31; *See Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of

1 a meal/rest break policy and uniform failure to authorize such breaks are matters of common proof.”)).
2 Defendant contended that its policies and practices at all times during the Class Period were lawful. (Rose
3 Decl., ¶ 31). Indeed, Plaintiff’s analysis revealed only a 4.7% violation rate for purported unique meal
4 period violations offsetting meal period premiums paid. (Ibid). Defendant further argued that the rate of
5 purported meal period violations reflected in the data would require individualized inquiry and that such
6 inquiry would prohibit a class from being certified. (Ibid). Class Counsel also had to consider the risk
7 that the Court would find validity in an individualized proof defense to certification of Plaintiff’s meal
8 period claim. (Ibid).

9 Additionally, a large portion of Defendant’s overall liability lies in Plaintiff’s rest period
10 allegations. (*Id.*, ¶ 32). As with the meal period allegations, Defendant contended that it had a lawful
11 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
12 required under California law. (Ibid). Additionally, this claim was even more uncertain given the
13 difficulties associated with proving the alleged rest period violations, as Defendant was not required to
14 record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were
15 legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with
16 requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

17 Plaintiff also faced challenges certifying and proving liability for her minimum wage and
18 overtime claims. (*Id.*, ¶ 33). These claims were largely based on Defendant’s unrecorded, off-the-clock
19 work performed by the Class Members both before and after their shifts and during purported meal and
20 rest periods. (Ibid). However, the individualized nature of why this work was performed and the
21 individualized nature of damages presented substantial concerns regarding the manageability of the case
22 and the risk the Court could find these issues prevented certification, and the estimated damages for this
23 claim were based on an assumption that all Class Members worked off the clock for at least one hour per
24 week. (Ibid). Additionally, Plaintiff’s overtime claim was based on unpaid overtime compensation at
25 the required regular rate of pay. While Plaintiff’s analysis revealed a significant amount in unpaid
26 overtime wages due to Defendant’s failure to pay the required regular rate, Defendant’s analysis revealed
27 a much lower amount owed.

28 ///

1 Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class Members
2 for necessary business-related expenses, such as, but not limited to, the use of home internet and use of
3 personal cell phones for work-related purposes. (*Id.*, ¶ 34). Defendant contended that it had a policy and
4 practice of reimbursing employees for necessary business-related expenses. (*Ibid.*). Defendant further
5 contended that, with respect to the alleged expenses for which Plaintiff and the other Class Members
6 never requested reimbursement from Defendant, it did not know and had no reason to know that alleged
7 business-related expenses had been incurred. (*Ibid.*). Defendant further contended that the reason for
8 why a Class Member undertook certain expenses, while not others, and failed to receive reimbursement
9 for certain expenses while not others, would raise individual issues that could not be certified. (*Ibid.*).

10 There are also substantial risks associated with Plaintiff's waiting time penalties and wage
11 statement claims. (*Id.*, ¶ 35). First, these claims were derivative of Plaintiff's claims for unpaid meal
12 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
13 and if certification was denied on those underlying claims, these derivative claims for penalties would
14 also likely fail. (*Ibid.*). Further, even if Plaintiff prevailed on her underlying claims, she would still be
15 required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
16 violations. (Rose Decl., ¶ 35; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
17 (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding
18 of willfulness")). Wage statement claims have also seen varying treatment at the appellate level because
19 such claims have an element of discretion attached to them rather than a pure calculation of damages after
20 liability is proven. (Rose Decl. ¶ 34; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) *with*
21 *Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, which
22 comprised a substantial portion of Defendant's estimated liability, were therefore uncertain. (Rose Decl.,
23 ¶ 35).

24 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
25 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
26 proposition. (*Id.*, ¶ 36). In order to prove liability and damages, Class Counsel will need to request and
27 analyze thousands of pages of documents, obtain the Class Members' contact information, contact them,
28 and obtain their declarations at great expense. (*Ibid.*). Obtaining the cooperation of current employees

1 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
2 employer. (Ibid). On the other hand, Defendant would likely be able to obtain the cooperation of its
3 employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
4 would substantially delay any recovery by the Class. (Ibid).

5 Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability
6 to first obtain class certification, and then prove the underlying violations, plus the cost and delay in
7 recovering the alleged potential damages, Class Counsel discounted Defendant's estimated liability based
8 on the challenges facing her ability to succeed on class certification by 60% to \$336,247. (*Id.*, ¶ 37). The
9 merits-based risk factors further reduced Defendant's estimated liability by an additional 60%. (Ibid).
10 This resulted in an adjusted estimated liability of \$934,499. (Ibid). In light thereof, the settlement amount
11 of \$849,000 is a significant settlement. (Ibid).

12 Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential
13 liability Defendant could face from these claims as part of the global resolution. (*Id.*, ¶ 38). Existing
14 case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying wage
15 claims. (Rose Decl., ¶ 38; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D.
16 Cal. 2008) ("Plaintiff's claim under [PAGA] is wholly dependent upon her other claims. Because all of
17 Plaintiff's other claims fail as a matter of law, so does her PAGA claim")). Class Counsel also anticipated
18 that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the
19 alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory,
20 and that Defendant would argue that it made a good faith attempt to comply with its legal obligations
21 warranting a reduction in penalties. (Rose Decl., ¶ 38).¹ Class Counsel also anticipated Defendant would
22 argue that it made a good faith attempt to comply with its legal obligations and that the violations per pay
23

24 ¹ See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory
25 and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis*
26 *Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) ("duplicative effect" of penalties is a factor in favor of "reducing ...the
27 PAGA penalty"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to
28 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).

1 period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was
2 also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is
3 instead intended to facilitate enforcement of California’s labor laws by financing state activities and
4 educating and deterring non-compliance. (Ibid).

5 Therefore, after considering this multitude of factors, Plaintiff and Class Counsel concluded that
6 it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement,
7 and to allocate Thirty-Three Thousand Nine Hundred Sixty Dollars and Zero Cents (\$33,960.00) of the
8 Gross Settlement Amount towards the PAGA claims, which represents approximately 4% of the Gross
9 Settlement Amount. (*Id.*, ¶ 39). This percentage of the settlement is well within the range of wage and
10 hour settlements regularly approved in both state and federal court for cases that include both a class and
11 PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to
12 resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement
13 amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the
14 Settlement is significant, not only from a monetary perspective, but also because it fulfills the public
15 policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the
16 state, and deter future non-compliance by the employer. (Ibid).

17 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State
18 of California and is within the accepted range of recoveries for this type of litigation given the inherent
19 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
20 litigation. (*Id.*, ¶ 40).

21 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

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

1 allegations, but for purposes of the Settlement only, Defendant has stipulated to certification of the Class.

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

4 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
5 the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862,
6 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is
7 defined as “all current and former hourly-paid and/or non-exempt employees who worked for Defendant
8 in the State of California at any time during the Class Period.” (Rose Decl., ¶ 16; Settlement Agreement,
9 ¶ 9.b). This provides a clear and definite scope for the proposed class.

10 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
11 requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v.*
12 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
13 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of one hundred
14 and seventy (170) individuals meets the numerosity requirement.

15 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
16 can establish “the existence of an ascertainable class.” (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
17 (1967)). The existence of an ascertainable class in this case can be established through Defendant’s
18 payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and
19 the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191
20 Cal.App.3d 605, 617 (1987)).

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

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

26 The commonality criterion requires the existence of common question of law or fact and is
27 generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706).
28 What is required is that a common question of fact or law exists which predominates over issues unique

1 to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising
2 from employment—is not a bar to class certification as long as they do not render class litigation
3 unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois,*
4 *Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

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

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

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

22 Finally, the question of adequacy of representation “depends on whether the plaintiff’s attorney
23 qualifies to conduct the proposed litigation in the plaintiff’s interest or not antagonistic to the interests of
24 the class.” (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these considerations are
25 satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-
26 action litigation. (Rose Decl., ¶¶ 2-8). Plaintiff will vigorously, adequately, and fairly represent the
27 interests of the Class. Plaintiff has, at all times, throughout the course of the litigation considered the
28 interests of the Class and understood that she must take steps to adequately represent the Class and their

1 interests. (Jean Decl., ¶ 10). Because Plaintiff's claims are typical of other Class Members and are not
2 based on unique circumstances, there is no antagonism between the interests of Plaintiff and the Class.

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

4 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
5 as the Class Members and the Court will derive substantial benefits. Class certification would serve as
6 the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429,
7 434 (2000) (relevant considerations include the probability that each class member will come forward to
8 prove his or her separate claim and whether the class approach would actually serve to deter and redress
9 the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would
10 unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are
11 superior to individual litigation.

12 **VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE**

13 Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation
14 "for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz*
15 *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of
16 class action settlement agreements containing enhancements for the class representative, which are
17 necessary to provide incentive to represent the class and are appropriate given the benefit the class
18 representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948
19 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive
20 award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL
21 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be "fair and
22 reasonable"))).

23 Plaintiff initiated this litigation on behalf of her former co-workers who will now be entitled to
24 receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation,
25 including her own research, reviewing documents, and extensive discussions with Class Counsel. (Jean
26 Decl., ¶¶ 3-5). Further, the requested amount for Plaintiff is also reasonable given the average award and
27 the benefit gained by other Class Members. For these reasons, Plaintiff requests that an Enhancement
28 Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) to Plaintiff be preliminarily

1 approved by the Court. (Rose Decl., ¶ 41; Jean Decl., ¶ 12).

2 **VIII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

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

9 Here, the requested attorneys’ fees of thirty-five percent (35%) of the Gross Settlement Amount
10 (i.e., \$297,150.00 if the Gross Settlement Amount is \$849,000.00) is disclosed to Class Members in the
11 proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is
12 common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will
13 elaborate on the nature of the legal services provided and will also support Class Counsel’s request for
14 the reimbursement of litigation costs and expenses not to exceed Twenty Thousand Dollars and Zero
15 Cents (\$20,000.00). (Rose Decl., ¶¶ 42 and 44). The Attorneys’ Fees and Costs that are not ultimately
16 approved by the Court shall instead be included in the Net Settlement Amount to be distributed to
17 Settlement Class Members. (Settlement Agreement, ¶ 12).

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

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

27 ///

28 ///

1 Within twenty-one (21) calendar days after entry of the preliminary approval order, Defendant
2 will provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement
3 Administrator containing the following information for each Class Member: (1) full name; (2) last known
4 mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period;
5 and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks
6 and PAGA Workweeks (collectively referred to as the “Class List”). (*Id.*, ¶¶ 9.d and 26). Within seven
7 (7) business days after receiving the Class List from Defendant, the Settlement Administrator will
8 perform a search based on the National Change of Address Database or other similar services available,
9 such as provided by Experian, for information to update and correct for any known or identifiable address
10 changes, and will mail a Class Notice in English to all Class Members via First-Class U.S. Mail, using
11 the most current, known mailing addresses identified by the Settlement Administrator. (*Id.*, ¶ 27.a.). The
12 Parties have agreed to use Apex as the Settlement Administrator. (Rose Decl., ¶ 45; Settlement
13 Agreement, ¶ 9.kk).

14 In determining whether to approve a settlement of a class action, a trial court has virtually
15 complete discretion as to the manner of giving notice to class members, and review on appeal is governed
16 by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380
17 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which
18 would result in a higher likelihood of actual notice. (Rose Decl., ¶ 46). The original source of the mailing
19 addresses is from Class Members, who provided the information to Defendant. (*Ibid*).

20 Class Members will have sixty (60) calendar days from the initial mailing of the Class Notice by
21 the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute
22 (“Response Deadline”). (Settlement Agreement, ¶ 6.jj).

23 Any Class Notice returned to the Settlement Administrator as undeliverable on or before the
24 Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed
25 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice.
26 (*Id.*, ¶ 27.b). If no forwarding address is provided, the Settlement Administrator will promptly attempt
27 to determine a correct address using a skip-trace or other search, using the name, address, and/or Social
28 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.*, ¶ 9.jj).

Class Members will have an opportunity to dispute the number of Workweeks and/or PAGA Workweeks 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.*, ¶¶ 9.j and 28). A Dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA Workweeks 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.*, ¶ 9.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.*, ¶¶ 9.ii and 29). A Request for Exclusion must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (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.*, ¶ 9.ii). Notwithstanding the above, the State of California with respect to all PAGA Employees will be bound by the PAGA Settlement and PAGA Employees will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. (*Id.*, ¶ 29).

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.*, ¶¶ 9.w and 30). A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d)

1 contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be
2 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
3 Response Deadline. (*Id.*, ¶ 9.w). Settlement Class Members, individually or through counsel, may also
4 present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a
5 Notice of Objection. (*Id.*, ¶ 30).

6 **X. CONCLUSION**

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

9 Respectfully submitted,

10 Dated: July 31, 2025

BLACKSTONE LAW, APC

11 By:



Alexandra Rose
Attorneys for Plaintiff Chardiana Jean