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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

TREVION JACKSON, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

DIAMOND FOODS, LLC, a Delaware
limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: STK-CV-UOE-2025-7558

Assigned for All Purposes to:
Honorable Robert Waters
Department 11B

CLASS ACTION

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

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

Hearing Date:
Hearing Time:
Hearing Place: Department 11B

Complaint Filed: May 30, 2025
FAC Filed: August 11, 2025
SAC Filed: September 24, 2026
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on _____, at _____, or as soon as the matter may be
2 heard, before the Honorable Robert Waters in Department 11B of the San Joaquin County Superior
3 Court located at 180 East Weber Avenue, 2nd Floor Stockton, California 95202, Plaintiff Trevion
4 Jackson (“Plaintiff”) will and hereby does move for an order:

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

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

6
7 Dated: September 30, 2026

JUSTICE LAW CORPORATION

8 By: D. Han
9 Douglas Han
10 *Attorneys for Plaintiff*
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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement for involves all current and former hourly-paid or non-exempt employees of
4 Defendant within the State of California at any time during the period from May 30, 2021, through
5 September 22, 2026 or the date of preliminary approval, whichever date is earlier (“Class,” “Class
6 Members,” and “Class Period”). At the time of mediation (May 20, 2026), the number of Class
7 Members was estimated to be 2,791, which was confirmed by Defendant. (Declaration of Douglas
8 Han in Support of Motion for Preliminary Approval of Class Action Settlement (“Han Decl.”), ¶¶
9 8, 9.)

10 **II. BACKGROUND**

11 On May 29, 2025, Plaintiff provided written notice to the California Labor and Workforce
12 Development Agency and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit 3.)

13 On May 30, 2025, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court
14 of California, County of San Joaquin, alleging nine (9) causes of action. (Han Decl., *supra*, at ¶ 11;
15 Exhibit 4.)

16 On August 11, 2025, Plaintiff filed a First Amended Complaint pleading exhaustion of the
17 notice period for the PAGA cause of action. (Han Decl., *supra*, at ¶ 12; Exhibit 5.)

18 After engaging in discovery, investigations, and negotiation, on May 20, 2026, the Parties
19 attended mediation with the mediator Gail Glick. (Han Decl., *supra*, at ¶ 13.) While the Parties did
20 not initially settle at mediation, continuing negotiations with the mediator’s assistance eventually
21 resulted in a settlement via a mediator’s proposal. (*Ibid.*)

22 In line with the settlement, Plaintiff filed a Second Amended Complaint that updated the
23 “class” and “aggrieved employees” definitions and updated the factual allegations underlying the
24 causes of action. (Han Decl., *supra*, at ¶ 14; Exhibit 6.)

25 **III. INVESTIGATION/ LITIGATION HISTORY**

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

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

and then eventually attended mediation. (Han Decl., *supra*, at ¶ 16.)

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

Plaintiff contends – and Defendant denies – that, among other things, Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failed to include non-discretionary bonuses in employees' regular rate of pay; (4) failed to reimburse employees for necessary business expenses; (5) issued noncompliant wage statements; and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 19-26.)

b. The Parties Were Able to Reach an Agreement

i. The Parties Attended Mediation Which Led to the Settlement

The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 27.) While the Parties did not initially settle at mediation, continuing negotiations with the mediator's assistance eventually resulted in a settlement via a mediator's proposal, the terms of which were memorialized in the Settlement Agreement. (*Id.* at ¶ 27; Exhibits 2, 7.)

ii. The Settlement Was Reached as a Result of Arm's-Length Negotiations

The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 30.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

Plaintiff and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶ 31.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the foregoing, Plaintiff and Class Counsel believe that the Settlement Agreement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

///

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

2 The Parties investigated and evaluated the strengths and weaknesses of the claims and
3 defenses before reaching the Settlement Agreement and engaged in research and discovery to
4 support the Settlement Agreement. (Han Decl., *supra*, at ¶ 32.) The Settlement Agreement was only
5 possible following an investigation and evaluation of the relevant policies and practices, permitting
6 Class Counsel to engage in an analysis of liability and potential damages. (*Ibid.*) This case has
7 reached the stage where the Parties understand “the strength of the case; the reasonableness of the
8 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
9 sufficient to support the reasonableness, adequacy, and fairness of the Settlement Agreement. (Han
10 Decl., *supra*, at ¶ 32; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

11 **c. Terms of the Settlement**

12 **i. Deductions from the Settlement**

13 The Parties agreed that (subject to the Court’s approval) this matter be settled and
14 compromised for the non-reversionary sum of \$1,780,000 (“Gross Settlement Amount”) which
15 includes: (1) Class Counsel Fees Payment up to \$623,000 (35% of the Gross Settlement Amount);
16 (2) Class Counsel Litigation Expenses Payment up to \$25,000; (3) Class Representative Service
17 Payment up to \$10,000; (4) Administration Expenses Payment up to \$30,000; and (5) PAGA
18 Penalties up to \$200,000. (Han Decl., *supra*, at ¶ 28.)

19 **ii. Calculating Settlement Payments**

20 After all the Court-approved deductions from the Gross Settlement Amount, it is estimated
21 that \$892,000 (“Net Settlement Amount”) will be paid to the Participating Class Members – with a
22 gross *average* Individual Class Payment estimated at \$319.60. (Han Decl., *supra*, at ¶ 29.)

23 The Participating Class Members will receive a proportionate share of the Net Settlement
24 Amount as their Individual Class Payments using the formula set forth in the Settlement Agreement.
25 (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(e).) The Individual Class Payments will be
26 allocated thirty-three percent (33%) to the settlement of wage claims and sixty-seven percent (67%)
27 to the settlement of claims for interests and penalties. (*Ibid.*)

28 ///

1 The portion of the PAGA Penalties that are to be paid to each Aggrieved Employee as their
2 Individual PAGA Payments shall be determined using the formula set forth in the Settlement
3 Agreement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(d).) The Individual PAGA
4 Payments will be allocated as one hundred percent (100%) penalties. (*Ibid.*)

5 **iii. Notice to the Class**

6 No later than thirty (30) calendar days after the Court grants Preliminary Approval,
7 Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 27; Exhibit 2,
8 *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the
9 Administrator will send the Class Notice with a translation to all the Class Members identified in
10 the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

11 **iv. Distribution of Funds**

12 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
13 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at §§ D(2), D(3).)
14 The uncashed settlement checks will be canceled and transmitted to the California Controller's
15 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

16 **v. Release of Claims**

17 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
18 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the
19 Participating Class Members, on behalf of themselves and their former and present representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
21 the Released Class Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(2).)

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

28 ///

Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, to the fullest extent permitted by law, Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiff's Release. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(1).) Furthermore, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

With regards to class action releases, “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.”” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case is acceptable because they are limited to the claims alleged or that could have been alleged based on the statements contained in the operative complaint.

d. Counsel for Both Parties Are Experienced in Similar Litigation

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

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

1 **IV. ARGUMENT**

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

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

7 (a) A settlement or compromise of an entire class action, or a cause of action
8 in a class action, or as to a party, requires the approval of the court after
9 hearing.

10 . . .

11 (b) Any party to a settlement agreement may serve and file a written notice of
12 motion for preliminary approval of the settlement. The settlement
13 agreement and proposed notice to class members must be filed with the
14 motion, and the proposed order must be lodged with the motion.

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

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

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

27 ² The California Supreme Court has authorized California’s trial courts to use Federal Rule
28 23 and cases applying it for guidance in considering class issues. (*Vasquez v. Superior Court* (1971)
4 Cal.3d 800, 821; *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties
cite Federal Rule 23 and federal case law in addition to California law.

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

10 **i. The Settlement Amount of \$1,780,000 Is Fair and Reasonable**

11 The Settlement Agreement was only possible following an investigation and evaluation of
12 the relevant policies and procedures, as well as the data produced, as referenced in Section III above,
13 permitting Class Counsel to engage in an analysis of liability and potential damages. (Han Decl.,
14 *supra*, at ¶ 32.)

15 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
16 pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium wages;
17 (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to
18 reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions
19 Code section 17200. (Han Decl., *supra*, at ¶ 33.) Defendant vehemently denies the theories of
20 liability. (*Id.* at ¶ 34.)

21 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
22 to certification are always present. (Han Decl., *supra*, at ¶ 35.) As the California Supreme Court
23 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is a
24 matter of the trial court’s sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores, Inc.*
25 have reached different conclusions regarding certification of wage-and-hour claims.³ (*Ibid.*) Thus,
26 the calculations for potential damages were discounted.

27 _____
28 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification of
class claiming misclassification and ordering summary adjudication in favor of employees], review

1 **ii. The PAGA Penalties of \$200,000 Are Reasonable**

2 The provisions of the Labor Code potentially triggering the PAGA penalties include Labor
3 Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
4 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 44.)
5 Defendant asserted that, regardless of the results of the underlying causes of action, the PAGA
6 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained
7 that it had a strong argument that it would be unjust to award the maximum PAGA penalties given
8 the state of the law regarding the PAGA penalties. (Han Decl., *supra*, at ¶ 44; *Thurman v. Bayshore*
9 *Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)
10 When limited to the initial violation, the PAGA penalties could be limited to about **\$186,700** (1,867
11 employees x \$100 penalty for initial violation) on the low end and could be around **\$1,120,200**
12 (1,867 employees x \$100 penalty for initial violation x 6 theories of recovery) on the high end. (Han
13 Decl., *supra*, at ¶¶ 45-47.) Class Counsel considered the possibility that the Court could assess only
14 the initial violation rate. (*Id.* at ¶ 47.) Class Counsel also considered Defendant's potential
15 counterargument, such as making remedial efforts to comply with the violations set forth in the
16 written notice sent to the LWDA, in addition to the amendments made to Labor Code section 2699.
17 (*Ibid.*) Class Counsel considered all these potential obstacles, counterarguments, and defenses prior
18 to and during mediation and settlement negotiations when calculating the PAGA penalties and
19 applied several discounts when calculating the PAGA penalties. (*Ibid.*)

20 Plaintiff recognized that the risk that any PAGA award could be reduced. (Han Decl., *supra*,
21 at ¶ 48.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*)
22 Allocating \$200,000 to PAGA penalties was reasonable given that Defendant is also paying an
23 additional \$1,580,000 in the class settlement. (*Ibid.*) When the PAGA penalties are negotiated in
24
25

26 granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for illustrative
27 purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming
28 decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2* (2006) 144
Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

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

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, could be about **\$19,443,652.06** on the low end and around **\$20,452,751.56** on the high end. (Han Decl., *supra*, at ¶ 49.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$3,245,574.30	75%	65%	\$283,987.75
Meal Break Premiums	\$660,516	65%	65%	\$80,913.21
Overtime/Minimum Wage: Off-the-Clock Work	\$2,018,199 to \$3,027,298.50	65%	55%	\$317,866.34 to \$476,799.51
Regular Rate	\$28,588.76	35%	55%	\$8,362.21
Unreimbursed Business Expenses	\$940,924	35%	75%	\$152,900.15
Wage Statement Penalty	\$4,387,450	65%	65%	\$537,462.63
Waiting Time Penalty	\$8,162,400	65%	65%	\$999,894
MAXIMUM TOTAL EXPOSURE	\$19,443,652.06 to \$20,452,751.56⁵			\$2,381,386.29 to \$2,540,319.46⁶

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

⁵ (Han Decl., *supra*, at ¶¶ 36-43.)

⁶ (*Id.* at ¶¶ 50-56.)

1 The realistic recovery for this case could be about **\$2,381,386.29** on the low end and
2 **\$2,540,319.46** on the high end. (Han Decl., *supra*, at ¶ 57.) The Gross Settlement Amount is about
3 eight percent (8.70%) of the maximum potential exposure and around seventy percent (70.07%) of
4 the maximum realistic exposure at trial, which is a reasonable settlement. (*Ibid.*)

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

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

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

22 The Class is ascertainable and numerous as to make it impracticable to join all the Class
23 Members, and there are common questions of law and fact that predominate over any questions
24 affecting the individual Class Member. (Han Decl., *supra*, at ¶ 58.) Plaintiff contends that Plaintiff’s
25 claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately
26 protect the interests of the Class Members. (*Ibid.*) Plaintiff asserts that the prosecution of separate
27 actions by the individual Class Members would create the risk of inconsistent or varying
28 adjudications. (*Ibid.*)

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

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

9 This case involves approximately 2,791 Class Members, meaning that the Class is
10 sufficiently numerous. (Han Decl., *supra*, at ¶ 59; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169
11 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former
12 employees” is sufficiently numerous].)

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

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

23 **1. Common Issues Predominate**

24 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory of
25 recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v. Department*
26 *of Developmental Services*, *supra*, 155 Cal.App.4th at p. 690.) In other words, courts determine
27 whether the elements necessary to establish liability are susceptible to common proof, even if the
28 class members must individually prove their damages. (*Brinker Restaurant Corp. v. Superior Court*

(2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.* (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court certified class of dancers on state law claims].)

Plaintiff asserts that common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 60.) Plaintiff contends that all the Class Members were subject to the same or similar employment practices, policies, and procedures described above. (*Ibid.*)

2. Plaintiff's Claims Are Typical of the Class Claims

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

Plaintiff is a former employee of Defendant and alleges that Plaintiff and the Class Members were employed by the same company and injured by the common policies and practices related to the claims described above. (Han Decl., *supra*, at ¶ 61.) Plaintiff seeks relief for these claims and derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

3. Plaintiff Is Adequate to Represent the Class

Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 62.) Plaintiff conducted themselves diligently and responsibly in representing the Class Members, understands the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Furthermore, Plaintiff has no interest adverse to the interests of the other Class Members. (*Ibid.*)

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1 **V. CONCLUSION**

2 Plaintiff submits the Settlement is in the best interests of the Class. Under the applicable
3 class action criteria and guidelines, the Settlement should be preliminarily approved, Class should
4 be conditionally certified for settlement purposes, and Class Notice should be approved.
5

6 Dated: September 30, 2026

JUSTICE LAW CORPORATION

7
8 By: D. Han
9 Douglas Han
Attorneys for Plaintiff
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On September 30, 2026, I served the foregoing document described as

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

for the following case: **Jackson v. Diamond Foods, LLC**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-1101811-25**
Court Case No.: STK-CV-UOE-2025-7558
San Joaquin County Superior Court

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

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

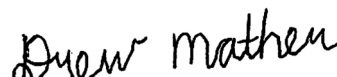
[X] BY ELECTRONIC SUBMISSION

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

[X] STATE

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

Executed on September 30, 2026, at Pasadena, California.



Drew Mather