MARALLE MESSRELIAN (SBN 316974)
maralle@mmlawapc.com
MM LAW, APC
500 N. Brand Blvd., Ste 2000
Glendale, CA 91203
Telephone (818) 810-7747
Facsimile (818) 230-9018

Attorneys for Plaintiff,
DANIEL A. TARACENA ROBLEDO, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

(UNLIMITED JURISDICTION)

DANIEL A. TARACENA ROBLEDO, on behalf of himself and all others similarly situated, and the general public, and as an "Aggrieved Employee" on behalf of other "Aggrieved Employees" under the Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

PLENITUDE FOOD CRAFTS, LLC; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 25CV133325

NOTICE OF MOTION AND PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS; MEMORANDUM OF POINTS AND AUTHORITIES

Action filed:	07/22/2025
Hearing Date:	08/04/2026
Hearing Time:	2:30 p.m.
Hearing Dept:	21, Hon. S. Raj Chatterjee

Reservation ID: 500844714572

<u>Submitted Herewith Under Separate Cover</u>

1. Memorandum of Points and Authorities;
2. Declaration of Maralle Messrelian;
3. Declaration of Daniel A. Taracena Robledo;
4. Declaration of Lisa Mullins; and
5. [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 4, 2026 at 2:30 p.m., or as soon thereafter as the matter may be heard, in Department 21 of the above-entitled court, located at 1221 Oak Street, Oakland, CA 94612, Plaintiff Daniel A. Taracena Robledo ("Plaintiff") will and hereby does move this Court for an order: (1) granting class certification of the Class solely for settlement purposes pursuant to Code of Civil Procedure § 382; (2) preliminarily approving the Stipulation for Class Action and PAGA Settlement and Release of Claims (the "Settlement")[1], (3) appointing Maralle Messrelian of MM Law, APC as Class Counsel; (5) appointing Plaintiff as Class Representative; (6) approving the use of the proposed notice procedures and related forms; (7) directing that notice be mailed to the proposed Class; and (8) scheduling a hearing date for motion for final approval of class action settlement and awards of attorneys' fees and costs.

The "Settlement Class" or "Class Member(s)" means all current and former non-exempt, hourly paid employees who worked for Defendant Plenitude Food Crafts, LLC in California at any time during the Class Period. "Class Period" means the time from July 22, 2021 to June 30, 2025.

This Motion, unopposed by Defendant, is made on the following grounds: (1) the Class meets all the requirements for class certification for settlement purposes only under Code of Civil Procedure § 382; (2) Plaintiff and his counsel are adequate to represent the Class; (3) the Settlement reflects a fair, adequate, and reasonable compromise of all disputed claims in view of Defendant's potential liability exposure as compared against the risks of continued litigation; (4) the proposed notice procedures and related forms adequately apprise Class Members of their rights under the Settlement and fully comport with due process; and (5) in view of the foregoing, notice should be disseminated to Class Members and a hearing date for a motion for final approval of class action settlement and awards of attorneys' fees and costs should be set.

The Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the Declarations of Maralle Messrelian, Daniel A. Taracena Robledo, and Lisa Mullins, the exhibits, all papers and pleadings on file with the Court in this action, all matters judicially noticeable, and on such oral and documentary evidence as may be presented in

[1] The Settlement is attached as Exhibit 1 to the Declaration of Maralle Messrelian ("MM"), which is submitted herewith under a separate cover.

connection with the hearing on the Motion.

Respectfully submitted,

MM LAW, APC

Dated: July 10, 2026

By: Maralle Messrelian

MARALLE MESSRELIAN

Attorneys for Plaintiff and the Class

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases **Page(s)**

///

Statutes

Rules

Other

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Daniel A. Taracena Robledo ("Plaintiff") submits this memorandum of points and authorities in support of his unopposed motion for preliminary approval of the Stipulation for Class Action and PAGA Settlement and Release of Claims (the "Settlement")[1], which provides for a Gross Settlement Amount("GSA") of $335,000 in compromise of all disputed claims on behalf of all current and former non-exempt, hourly paid employees who worked for Defendant Plenitude Food Crafts, LLC ("Defendant" or "Plenitude") in California at any time during the Class Period of July 22, 2021 to June 30, 2025. Through this Motion, Plaintiff respectfully requests for this Court to (1) provisionally certify the below-defined Class for settlement purposes only under Code of Civil Procedure § 382; (2) preliminarily approve the Settlement; (3) preliminarily appoint Plaintiff as Class Representative; (4) appoint Maralle Messrelian of MM Law, APC as Class Counsel; (5) approve the proposed notice procedures and related forms; and (6) schedule a final approval hearing.

This Court should grant Plaintiff's motion because: (1) for settlement purposes, the Settlement Class meets the requirements for class certification under Code of Civil Procedure § 382; (2) the Settlement warrants preliminary approval based on all indicia for fairness, reasonableness, and adequacy; (3) for settlement purposes, Plaintiff is adequate to serve as Class Representative; (4) Plaintiff's attorneys are adequate to serve as Class Counsel; (5) the proposed notice procedures, and related forms, fully comport with due process and adequately apprise Class Members of their rights; and (6) a final approval hearing must be scheduled to allow Settlement Class members an opportunity to be heard regarding the Settlement and to give it finality. Accordingly, for the reasons detailed below, this Court should grant Plaintiff's Motion in its entirety and preliminarily approve the Settlement.

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[1] The Settlement is attached as Exhibit ("Ex.") 1 to the Declaration of Maralle Messrelian ("MM"), which is submitted herewith under a separate cover.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant first began to employ Plaintiff in or around April 28, 2023 as an hourly, non-exempt bakery worker. During his employment, Plaintiff worked at Defendant's Starter Bakery located at 901 Gilman Street, Berkeley, CA 94710, where his duties included, among other things, laminating dough and preparing and baking bread. Plaintiff's employment ended on or around March 4, 2025. MM, ¶ 4.

A. Plaintiff's Claims and Procedural History

On May 9, 2025, Plaintiff notified Defendant and the California Labor and Workforce Development Agency ("LWDA"), pursuant to the California Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA"), of alleged Labor Code violations committed by Defendant. MM, ¶ 5, Ex. 2.

On July 22, 2025, Plaintiff filed a Class Action Complaint in the Alameda County Superior Court, Case No. 25CV133325 against Defendant on behalf of himself and others similarly situated, alleging causes of action on a class-wide basis for (1)Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198); (2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198); (3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198); (4) Failure to Indemnify (Lab. Code § 2802); (5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); (6) Failure To Pay Wages Owed Every Pay Period (Lab. Code § 204); (7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203); (8) Civil Penalties (Lab. Code §§ 2698, et seq.); and (9) Unfair Competition (Bus. & Prof. Code, § 17200 esq.). MM, ¶ 6, Ex. 3. The Parties met and conferred and agreed that it may be in their mutual interests to discuss Plaintiff's allegations informally, rather than through litigation, and stipulated to stay the Action pending a private mediation. MM, ¶¶ 6, 7., Ex. 4.

B. Mediation with Professional Neutral Lisa Klerman, Esq.

On February 9, 2026, the Parties attended and participated in good faith, arms' length settlement discussions at a mediation session with Lisa Klerman, Esq., an experienced professional mediator. At the conclusion of the mediation, the Parties agreed to the material terms of the Settlement. MM, ¶ 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the lawsuit. MM, ¶ 10.

In advance of the mediation, and before agreeing to the terms of the Settlement, the Parties engaged in informal discovery. Through informal discovery, Defendant produced its employee handbook, copies of Defendant's relevant company written policies, time-keeping records, and time and payroll data for a random sample of putative class members specifically selected by Plaintiff's counsel. Plaintiff retained a data analyst to assess the records produced by Defendant. Now that the Parties have finalized the long-form Settlement, Plaintiff submits it to this Court for preliminary approval. MM, ¶ 9. It is the desire of the Parties to fully, finally, and forever compromise, and discharge all claims known or unknown related to those alleged in Plaintiff's lawsuit. MM, ¶ 10.

III. OVERVIEW OF SETTLEMENT

A. Settlement Class Definition

The "Settlement Class" or "Class Member(s)" means all current and former non-exempt, hourly paid employees who worked for Defendant Plenitude Food Crafts, LLC in California at any time during the Class Period. "Class Period" means the time from July 22, 2021 to June 30, 2025. Settlement, I.3, I.8.

B. Monetary Terms

In consideration for settlement of the Class Action, Defendant agree to pay a total of Three Hundred Thirty-Five Thousand Dollars ($335,000.00) (the "Gross Settlement Amount" or "GSA"). The GSA will be all-inclusive and includes: (1) all Individual Settlement Payments to Class Members; (2) a Class Representative Enhancement Payment to Plaintiff, as class representative and private attorney general, for up to $10,000; (3) Class Counsel's Attorneys' Fees of not more than one third of the GSA ($111,666.67) and for litigation costs not to exceed $16,000; (4) Settlement Administration Costs of not more than $7,950; and (5) $30,000 for the PAGA Penalties under California Labor Code §§ 2698 et seq. (65% or $19,500 will be paid to the California Labor & Workforce Development Agency ("LWDA Payment") and 35% or $10,500 ("PAGA Fund") will be distributed to the PAGA Settlement Class Members, regardless of whether they request to be excluded from the Settlement Class. The GSA is non-reversionary. The Settlement is not a claims-made settlement. The GSA shall be exclusive of Defendant's employer-side payroll taxes, which Defendant shall pay in addition to the GSA. Settlement, I.15, I.22, III.1. The "Net Settlement Amount" ("NSA") will equal the net amount available for payment of claims to Class Members after deducting the above-referenced costs from the Gross Settlement Amount. Settlement, I.17.

Individual Settlement Payment Calculations: Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and the number of PAGA Pay Periods a PAGA Member worked during the PAGA Period, respectively. Specific calculations of Individual Settlement Payments will be made as follows:

Payments from the Net Settlement Amount:

- Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." The Net Settlement Amount portion of each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value.

Payments from the PAGA Fund:

- Defendant will calculate the total number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment" from the PAGA Fund the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of PAGA Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." The PAGA Fund portion of each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of PAGA Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Settlement Class Members.

Settlement, III.11(a), (b).

All Individual Settlement Payments will be allocated as follows: (a) Fifteen Percent (15%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty-Five Percent (85%) of each Individual Settlement Payment will be allocated as interest, penalties, and liquidated damages for which IRS Forms 1099-MISC will be issued. One Hundred Percent (100%) of payments issued to PAGA Settlement Class Members from the PAGA Fund will be treated as penalties and interest for which IRS Forms 1099 will be issued. Settlement, III.11(a), (c).

Defendant shall be required to fund the GSA no later than fifteen (15) calendar days after the Effective Date of the Settlement.[2] Settlement, III.11. The date on which Defendant fully funds the Gross Settlement Amount is referred to herein as the "Funding Date." *Id*. No later than thirty (30) calendar days after the Effective Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Settlement Class Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Class Counsel, and (e) itself, as approved by the Court. Settlement, III.11(a), (b), (f)–(h).

C. Release of Claims

Releases by Participating Class Members: Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge Defendant, and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates)(the "Released Parties") or any of them, from each of the Released Class Claims arising during the Class Period. Settlement, I.28, I.30, III.2.

[2] "Effective Date" means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement. Settlement, I.14.

The Released Class Claims include:

> Any and all claims that arose during the Class Period and that were or could have been pleaded in the Complaint in the Action based upon the factual allegations therein. The "Released Class Claims" include, but are not limited to, those for: (1) Failure to pay all wages earned for hours worked at the correct rates of pay (Cal. Labor Code §§ 510, 1194, 1197 and 1198, Wage Order 1, paragraphs 2(H), 3 and 4,); (2) Failure to provide rest breaks (Cal. Labor Code §§ 226.7 and 1198); (3) Failure to provide meal periods (Cal. Labor Code §§ 226.7, 512 and 1198 and Wage Order 1, paragraph 12); (4) Failure to indemnify (Cal. Labor Code § 2802 and Wage Order 1, paragraph (9 (A) and (B)); (5) Failure to provide accurate itemized wage statements (Cal. Labor Code § 226); (6) Failure to pay wages owed every pay period (Cal. Labor Code § 204); (7) Failure to pay wages when employment ends (Cal. Labor Code §§ 201-203); (8) Unfair competition under Business and Professions Code § 17200 et seq; (9) claims for failure to comply with the overtime, minimum wage, meal period, rest period, expense reimbursement or record keeping provisions in the applicable California IWC Wage Order; and (10) claims premised upon the alleged failure to include bonuses and other nondiscretionary income in the regular rate of pay when paying overtime, meal or rest premiums, paid sick leave or other wages that applicable law requires be paid at the regular rate or a multiple thereof, based on the Labor Code sections alleged and with respect to the statutory penalties claimed in the Action or any source of obligation as a basis for claiming such penalties during the Settlement Period against the Released Parties.

Settlement, I.28.

<u>Releases by PAGA Members</u>. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each PAGA Member, together and individually, on their behalf and on behalf of their respective representatives, heirs, executors, successors, assignees, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims arising during the PAGA Period. The Released PAGA Claims will forever be binding on, and shall have res judicata and preclusive effect in, all past, pending, and future lawsuits maintained by either the LWDA or PAGA Members for any and all of the Released PAGA Claims. Settlement, I.29, III.2.

"Released PAGA Claims" include:

> All claims for civil penalties arising from the alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802.

Settlement, I.29.

Plaintiff also provided Defendant with a general release of all claims, whether known or unknown, including unknown claims covered by Civil Code Section 1542. Settlement, III.3.

D. Class Notice and Settlement Administration

Within fifteen (15) days following the Preliminary Approval Date, Defendant shall provide ILYM Group, Inc., the appointed Settlement Administrator, the Class Data with the following information about each Class Member: (1) full name; (2) most recent mailing address and telephone number; (3) Social Security Number; (4) dates of employment; (5) the respective number of Workweeks that each Class Member worked during the Class Period and the number of PAGA Pay Periods worked during the PAGA Period. Settlement, I.6, III.10(a).

Within fifteen (15) calendar days after the receipt of the Class Data, the Settlement Administrator shall be responsible for calculating the estimated payouts to the Class Members assuming all Class Members participate in the Settlement and shall mail the Class Notice to all Class Members pursuant to the terms of the Settlement, by First Class regular U.S. mail using the most current, known mailing addresses identified in the Class Data. Settlement, III.10(c). Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. Settlement, III.10(c). Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the calculation of the Class Member's Individual Settlement Payment, or an objection to the Settlement. *Id*.

The Response Deadline by which Class Members must postmark or email to the Settlement Administrator Requests for Exclusion, postmark or email disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator. Settlement, I.32.

1. Procedures for Class Member Disputes

To the extent Class Members dispute their employment dates or the number of Workweeks or PAGA Pay Periods on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline and will be decided by the Court if the Parties cannot agree. Settlement, III.10(e).

2. Procedures for Opting Out of the Class

Any Class Member wishing to opt-out of the Settlement must sign and email or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Those Class Members who receive a re-mailed Class Notice will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion. Settlement, III.10(g).

3. Procedures for Objecting to the Settlement

To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline or appear in person at the Final Approval Hearing. Settlement, III.10(h). For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing. Settlement, III.10(h).

E. Uncashed Checks

Proceeds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be transmitted to the Alameda County Food Bank, a non-profit organization designated by the Parties and to be approved by the Court as the *cy pres* recipient, thereby fully satisfying and discharging Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrines of cy pres and escheat. Settlement, III.11(e).

IV. CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE.

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative and absent class members share a community of interest and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class' claims; and (4) the representative will fairly and adequately represent the class' interests. *See*, *e.g.*, *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Moreover, in the settlement context, the Court can use a lesser standard to determine the appropriateness of a settlement class as opposed to a litigated class certification. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807. As explained below, all of these requirements are met in this case.

1. The Settlement Class Is Objectively Ascertainable.

A class is ascertainable when it may be readily identified without unreasonable expense or time by reference to official records. *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (citing *Hypolite v. Carleson* (1975) 52 Cal.App.3d 566, 579). Plaintiff maintains that the above-defined Class is ascertainable because its members may be identified by reference to Defendant's records and Defendant has agreed to share the relevant information from its records to facilitate the settlement process. MM, ¶ 11; Settlement, I.6, III.10(a). Therefore, the Settlement Class is ascertainable.

2. The Membership of the Settlement Class Is Sufficiently Numerous.

The Settlement Class has sufficiently numerous members to render joinder impractical. No set number is required as a matter of law to maintain a class action. *Hebbard v. Colgrove* (1972) 28 Cal.App.3d 1017, 1030. Defendant estimates that there are approximately 397 Class Members. MM, ¶ 12. Plaintiff maintains that it would be impractical and economically inefficient to require each Class Member to separately maintain an individual action or be joined as a named plaintiff in this action. The California Supreme Court has upheld a class of as few as 10 individuals. *See Bowles v. Superior Court* (1955) 44 Cal.2d 574. In light of these considerations, the Settlement Class' membership is sufficiently numerous. MM, ¶ 12. *See Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695.

3. Class Members Share a Well-Defined Community of Interest.

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal. 4th 319, 326. It "does not mandate that class members have uniform or identical claims." *Capitol People First v. Dept. of Developmental Servs.* (2007) 155 Cal. App. 4th 676, 692. Rather, courts focus on the defendant's internal policies and "pattern and practice . . . in order to assess whether that common behavior toward similarly situated plaintiffs renders class certification appropriate." *Id.* (citing *Sav-On*, 34 Cal. 4th at 333).

To justify certification, the class proponent "'must show ... that questions of law or fact common to the class predominate over the questions affecting the individual members ....'" *See, Arenas v. El Torito Rests., Inc.*, 183 Cal. App. 4th 723, 732 (2010) (*citing Washington Mut. Bank, FA v. Superior Court*, 248 Cal. 4th 906, 913 (2001)). In light of the more lenient standard for certification of a settlement class, the Parties agree that for the purposes of the Settlement only, the claims of the Class Members all stem from the same sources. MM, ¶ 13.

In this case, Plaintiff asserts all class members were subject to the same or similar operations and employment policies, practices, and procedures. The claims arise from Defendant's alleged uniform policy of failing to properly account for all time worked and failing to, among other things, properly pay minimum and overtime wages, provide off-duty meal and rest periods, indemnify Class Members for business expenses, timely pay wages upon termination, and provide compliant wage statements, all of which Plaintiff claims constitute unfair business practices and give rise to PAGA penalties. Plaintiff asserts that common questions include, but are not limited to: (1) Whether Defendant failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay; (2) Whether Defendant failed to provide the Class with all meal and rest periods in compliance with California law; (3) Whether Defendant failed to pay the Class one additional hour of pay on workdays they failed to provide the class with one or more meal or rest periods in compliance with California law; (4) Whether Defendant failed to indemnify the Class for all necessary business expenditures incurred during the discharge of their duties including, but not limited to, kitchen tools and personal mobile phones; (5) Whether Defendant knowingly and intentionally failed to provide the Class with accurate and complete itemized wage statements; (6) Whether Defendant willfully failed to provide the Class with timely final wages; and (7) Whether Defendant engaged in unfair competition within the meaning of Business and Professions Code section 17200, et seq., with respect to the class. MM, ¶ 13. Therefore, common questions predominate.

4. Plaintiff Is Typical of the Settlement Class.

The class representative must be similarly situated to the rest of the purported class. *See Classen v. Weller* (1983) 145 Cal. App. 3d 27, 46 (stating "it has never been the law in California that the class representative must have identical interests with the class members. The only requirements are ... that the class representative be *similarly* situated") (emphasis in original); *See also* Newberg, § 3:29 (typicality "focuses on whether there exists a relationship between the Plaintiffs claims and the claims alleged on behalf of the class"). Plaintiff contends that his claims are typical for the purposes of certifying the Settlement Class. Plaintiff asserts that he, like absent Class Members was subject to the same relevant policies and procedures governing his compensation, hours of work and meal and rest periods. Because Plaintiff contends that he was subject to the same general course of conduct as absent Class Members, resolving the common questions as they apply to Plaintiff will determine Defendant's *prima facie* liability to all Class Members. Moreover, Plaintiff's claims could potentially be subject to the same primary affirmative defenses as those of absent Class Members. Accordingly, Plaintiff's claims are typical of the Class. MM, ¶ 14.

5. Plaintiff Will Adequately Represent the Settlement Class.

The adequacy requirement is met where the plaintiff is represented by counsel qualified to conduct the litigation and the plaintiff's interest in the litigation is not antagonistic to the class' interests. *McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 451. In other words, where the plaintiff has adequate counsel, the plaintiff may represent the entire class absent any disabling conflicts of interest that might hinder the plaintiff's ability to represent the class. MM, ¶ 15.

First, Plaintiff's counsel has supplied the Court with a declaration to show that they are adequate to represent the Settlement Class and that they have significant experience in employment litigation generally, and wage and hour and employment-related class action litigation specifically. *See* MM, ¶¶ 17-21. Thus, Plaintiff's counsel is adequate to serve as Class Counsel.

Second, Plaintiff contends that he is an adequate class representative. Plaintiff and the Class Members have strong and co-extensive interests in this litigation because they all worked for Defendant during the relevant time period, allegedly suffered the same alleged injuries from the same alleged course of conduct, and there is no evidence of any conflict of interest between Plaintiff and the Class Members. MM, ¶ 16. Moreover, Plaintiff has demonstrated his commitment to the Settlement Class by, among other things, retaining experienced counsel, providing counsel with documents and extensively speaking with them to assist in identifying the claims asserted in this case, and exposing himself to the risk of attorneys' fees and costs awards against him if this lawsuit had been unsuccessful. MM, ¶15; *See generally* Declaration of Daniel A. Taracena Robledo submitted herewith under separate cover. Thus, Plaintiff is adequate to serve as Class Representative. Accordingly, this Court should find that Plaintiff and his counsel are adequate to represent the Settlement Class as required under Code of Civil Procedure § 382.

6. Class Action Treatment Is the Superior Means for Resolving the Claims of the Class Members.

Plaintiff further contends that a class action is also superior to other means adjudicating the issues in this action. The predominance of common legal and factual questions shows that this Court could fairly adjudicate the claims of Class Members through a single class action. In view of the *theoretical* alternatives that proposed class members could potentially utilize – representative PAGA action (where there is less relief available), individual civil lawsuits or wage claims through the Division of Labor Standards Enforcement (where there would be relatively little money at stake, but the claims would be time-consuming to litigate) – a class action is plainly superior to all of them. Thus, this consideration supports conditional class action treatment for purposes of this Settlement only. MM, ¶ 22.

V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE, AND THE COURT SHOULD GRANT PRELIMINARY APPROVAL.

A. Legal Standard

A class action settlement requires court approval. California Rules of Court ("CRC"), Rule 3.769 provides three steps for approval:

1) Preliminary approval after submission of a written motion for preliminary approval, the proposed class settlement, and the proposed class notice;
2) Issuance of notice of settlement to class members; and
3) A final settlement approval hearing where class members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement is presented.

The decision to approve or reject a class settlement is committed to the Court's broad discretion. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128. The decision to approve class settlement may be reversed only upon a showing of "clear abuse of discretion." discretion." *Id.*

B. The Settlement Is Presumptively Fair

In assessing preliminary approval, a court evaluates if the settlement process has certain indicia of fairness. A "presumption of fairness exists where (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Kullar*, 168 Cal. App. 4th at 128, quoting *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th at 1794.

The class settlement here satisfies all of these factors. MM, ¶ 23. The Settlement resulted from thorough, arms' length negotiations between experienced counsel with the assistance of a respected mediator after sufficient discovery was exchanged to assess the relative strengths and weaknesses of their respective cases and Defendant's estimated exposure. *Id*. Both defense counsel and Plaintiff's counsel are particularly experienced in employment law and wage and hour class actions and are experienced and qualified to evaluate the class claims, the viability of the defenses, and the risks and benefits of settlement versus trial on a fully informed basis. Counsel on both sides share the view that the Settlement is a fair and reasonable settlement in light of the complexities of the case and uncertainties of class certification and litigation, and a fair result for the Class Members. *Id*.

C. The Settlement Satisfies the *Kullar* Factors for Approval.

The *Kullar* case sets forth several factors a court should consider in determining whether to approve a class settlement. These factors include: (1) the strength of plaintiff's case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. 168 Cal.App.4th at 128. As demonstrated herein, the Settlement satisfies each of these factors.

1. Evaluation of Plaintiff's Case

The Parties reached the Settlement through arm's-length bargaining with the aid of a respected mediator. The Parties conducted sufficient investigation and discovery to allow Counsel and the Court to act intelligently. Plaintiff considered various sources of information in the lead-up to and during the mediation of February 9, 2026 that enabled Plaintiff to achieve the Settlement at issue.

- Defendant produced and Plaintiff's counsel reviewed Plaintiff's timekeeping and payroll records.

- Plaintiff's counsel requested that Defendant produce any and all policies regarding overtime and double-time wages, off the clock work, expense reimbursement, meal periods, rest breaks, meal period waivers and agreements, compensation plans, and complaints about working conditions in effect during the relevant time period beginning in July of 2021. Defendant produced its pertinent wage and hour policies, including those contained within its employee handbook.

- Plaintiff's counsel requested that Defendant provide the total number of employees, paychecks, and the pay cycles during the relevant period. Defendant provided the answers to each of these questions.

- Plaintiff's counsel requested sample time and payroll records for the relevant time period. Defendant produced a twenty percent (20%) random sampling of the putative class members' time and pay records that Plaintiff's counsel selected from a list provided by the defense.

- Plaintiff's counsel then retained a professional data analyst, James Toney, to examine the records and determine if there was any pay discrepancy in timesheet hours versus paid hours, meal violations, and if there was any rounding/time shaving issues. Plaintiff is prepared to provide the Court with the data analysis for *in camera* inspection upon its request.

- Plaintiff's counsel analyzed the state of caselaw on meal and rest break claims, claims for off-the-clock work, and claims for unreimbursed expenses.

MM, ¶ 24.

Defendant disclosed that there were approximately 15,718 workweeks during the Class Period. Based on this information and with the aid of the data analyst, Plaintiff's counsel prepared "damages" estimates to determine Defendant's maximum exposure in connection with the settlement negotiations. Applying the highest supportable violation rates to Defendant's time and payroll data, Plaintiff's counsel calculated the maximum potential damages, inclusive of interest, for meal period violations to be $526,062.69, rest period violations to be $1,611,345.28, off-the-clock and unpaid wage violations to be $370,127.97, and unreimbursed business expense violations to be $212,707.54; maximum damages for derivative claims of $289,050.00 for wage statement penalties and $1,112,126.40 for waiting time penalties. The estimates are in essence "home run" projections that <u>do not</u> factor in any of the risks involved in litigating this Action and are not in line with reality, especially when considering

Defendant's policies and its position on the issues. MM, ¶ 25.

Plaintiff also estimated approximately $1,464,400 in potential civil penalties under the PAGA. MM, ¶ 25. This estimate does not reflect the realities of this case and did not take into account any of the risks discussed above and assumed a violation for every single pay period. As such, the Parties discounted potential civil penalties for multiple reasons. For one, Plaintiff's PAGA claims are predicated on the wage underpayment, meal, rest, business expense reimbursement, and wage statement violations described above, and thus subject to the same disputes and defenses. Plaintiff's counsel also assessed multiple penalties for the same pay period for the same alleged violations of different Labor Code provisions and derivative violations. Plaintiff's counsel is not aware of any California state courts awarding plaintiffs multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. This may be because the PAGA does not provide for what many employers characterize as claim splitting and not merely stacking. Additionally, PAGA states a court has discretion to award a lesser amount than the maximum penalty. Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award).

The Settlement obviates the significant risk that this Court may deny certification of some or all of Plaintiff's claims. Even if Plaintiff obtained certification of some or all of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class Members. While Plaintiff is confident in the merits of his case, a legitimate controversy exists as to each cause of action. MM, ¶ 26. To illustrate this consideration, below is brief summary of some of Defendant's arguments, all of which Plaintiff disputes, but nevertheless acknowledges as potential threats to the Settlement Class' claims.

- Defendant contends that, to establish a violation for missed meal periods, a plaintiff must do more than show that a meal break was not taken. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. So long as an employer provides employees with a "reasonable opportunity" to take a duty-free meal period, it has no further duty to "police meal breaks and ensure no work thereafter is performed." *Id*. at 1040-41. Instead, a plaintiff must show the employer impeded, discouraged, or prohibited the employee from taking a proper break, or otherwise failed to release the employee of all control. Id. "Thus, the crucial issue with regard to the meal break claim is the reason that a particular employee may have failed to take a meal break." *Washington v. Joe's Crab Shack* (N.D. Cal. 2010) 271 F.R.D. 629, 641. Defendant contends that individualized proof will be needed to establish liability on Plaintiffs' meal period claims. Defendant argues that Settlement Class Members will testify that they were plainly advised by their supervisors, and fully understood, that they were authorized to take meal periods within each five-hour period worked and, in fact, took such breaks. Defendant contends that it maintained compliant meal period policies throughout the time period at issue, all employees received timely meal periods of sufficient duration on most days and any small delay or shortening of meal periods was the result of the employee's choice to take a later or shorter meal period. Moreover, Plenitude's timekeeping data shows daily meal period start and end times. Furthermore, Plenitude started paying automatic meal period premiums to address any inadvertent failure to provide meal periods when required and implemented a system whereby employees could not punch back in until they had taken a meal period of at least 30 minutes. Defendant had obtained a substantial number of declarations from employees, after duly advising the employees of their rights, which supported Defendant's compliant meal period policy and practice.

- Defendant contends that it maintained a compliant rest period policy throughout the time period at issue and that employees regularly took rest periods. Employees took rest periods with sufficient alacrity that Defendant sometimes had to counsel or discipline employees for taking rest periods of 20 minutes or more. Furthermore, rest period claims are difficult to certify as class actions. *Koval v. Pac. Bell Tel. Co*., 181 Cal.Rptr.3d 805 (2014), *Flores v. Lamps Plus, Inc. (In re Lamps Plus Overtime)*, 209 Cal.App.4th 35 (2012). Certifying the class would be particularly difficult given the substantial number of declarations that Defendant had declarations obtained from employees, after duly advising them of their rights, that Defendant's rest period policy and practice were compliant with the applicable legal requirements.

- Defendant contends that there is no common proof for Plaintiff's claim that he was required to work off-the-clock ("OTC") and that some of that OTC work, if properly accounted for, would have resulted in work to be compensated at overtime rates. In fact, Defendant contends that the alleged OTC work consisted of calls between employees and their supervisors about work schedules and such calls were idiosyncratic, infrequent, highly dependent on the relationship between an individual employee and his or her supervisor and often initiated by employees. Defendant argues, time records do not provide common proof because, by definition, they do not show such time. Defendant argues that one would have to examine, and cross-examine for credibility, each individual's separate claims of supposed OTC work. Further, Defendant argues, each Class Member would need to overcome this credibility hurdle in the face of his/her own time records, which show no OTC work and further would have to prove that his/her individual manager knowingly suffered or permitted the work. Defendant had obtained declarations from employees, after duly advising them of their rights, that communications outside of regular work hours were infrequent tto the point of being non-existent for many employees.
- Defendant did not engage in any "willful" conduct as would be required for Plaintiffs to recover waiting time penalties. Under the Labor Code, if an employer willfully fails to pay an employee all wages due and owing at the time of separation, the employee is owed up to 30 days' wages as a penalty. Labor Code. §§ 201-203. A violation is deemed willful if the employer intentionally fails to pay wages when they are due. Notably, the failure to pay, by itself, cannot constitute willfulness where there is good faith belief of compliance with the law at the time. *Barnhill v. Robert Saunders & Co*., 125 Cal.App.3d 1, 8-9.
- Defendant contends that it is not liable for wage statement penalties based on the "good faith" defense as set forth by the California Supreme Court in *Naranjo v. Spectrum Sec. Servs., Inc*. (2022) 13 Cal. 5th 93 (holding that an employer's objectively reasonable, good faith belief that it was providing compliant wage statements can preclude the imposition of penalties under Labor Code section 226(e) for inaccurate wage statements).

- There is a risk that Plenitude Food Crafts, which was founded and is owned and managed by a single individual, may have been forced to cease operations or seek bankruptcy protections if the case continued or in the event of an adverse verdict.

MM, ¶ 26.

As noted above, Defendant contests liability, as well as the propriety of certification, and is prepared to vigorously oppose certification and to defend against Plaintiff's claims if the Action is not settled. Given the potential damages, as well as the substantial risks to recovery discussed herein, including the uncertainties in achieving class certification, Plaintiff's counsel had to dramatically discount the value of the claims during settlement negotiations. Plaintiff's counsel estimates a 50 percent likelihood of obtaining and maintaining certification of all of Plaintiff's claims, which reduces the value of these claims from approximately $5,585,819.88 to approximately $2,792,909.94. Defendant, however, asserts that there are significantly lower prospects of certification. Plaintiff's counsel further estimates that there is a 50 percent chance that Plaintiff will prevail at trial on his claims, further reducing the value of the claims to approximately $1,396,454.97. Defendant contends that Plaintiff's prospects of success at trial are much lower. If this case advanced to trial and Class Counsel succeeded on all of Plaintiff's claims, attorney's fees and costs may have significantly reduced the recovery awarded to the Class. Furthermore, there is always a risk that a trial of this magnitude can become unmanageable. A settlement of $335,000 (approximately 6% of the maximum exposure and 24% of the potential recovery) is a great result and a proportion sanctioned by existing case law. *See In re Cendant Corp., Derivative Action Litig*., 232 F. Supp. 2d 327 (D. N.J. 2002) (approving settlement that only provided a 2% recovery based on the estimated liability exposure). MM, ¶ 27.

While Plaintiff believes the evidence gathered through Plaintiff's discovery supports the merits of the claims asserted in this lawsuit, Plaintiff recognizes that continued litigation presents significant risks that support a downward departure from Defendant's estimated liability exposure. Among those risks were that Plenitude Food Crafts, a family-run business, may have been forced to cease operations or seek bankruptcy protections if the case continued or in the event of an adverse verdict. In view of the risks, the Settlement reflects Class Counsel's estimate of the total amount of damages, monetary penalties or other relief that the class could reasonably expect to be awarded at trial, taking into account the likelihood of prevailing and other attendant risks. It also represents a fair, adequate, and reasonable compromise amount for these claims and warrants preliminary approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. MM, ¶ 28.

2. Allocation of the PAGA Payment

The settlement of PAGA penalties in the sum of $30,000, of which 65% ($19,500) will be paid to the LWDA and 35% ($10,500) will be distributed to the PAGA Settlement Class Members, is reasonable and appropriate under the circumstances. MM, ¶ 29. The Parties negotiated a good faith amount for PAGA penalties to be paid to the LWDA and to the Settlement Class. *Id.* The portion to be paid to the LWDA was not the result of self-interest at the expense of other Class Members. *Id.* Where settlements "negotiate[] a good faith amount" for PAGA penalties and "there is no indication that this amount was the result of self-interest at the expense of other Class Members," such amounts are generally considered reasonable. *Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133, at *9. Likewise, where the employer did not act willfully, and made good faith attempts to comply with wage and hour laws, a reduction or lesser penalty is warranted because imposing maximum PAGA penalty for each violation would have been unjust, arbitrary, and oppressive. *Id. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528-529 (affirming trial court's award of only 10% of maximum PAGA penalty for meal break violations). *Id.* The amount to be paid to the LWDA comports with PAGA settlement amounts approved by other courts. See, e.g., *Chu v. Wells Fargo Investments, LLC* (N.D. Cal., Feb. 16, 2011) 2011 WL 67245, 81 (approving PAGA payment of $7,500 to LWDA out of $6.9 million common fund); *Lazarin v. Pro Unlimited, Inc.* (N.D. Cal., July 11, 2013) 2013 WL 3541217 (approving PAGA payment of $7,500 to LWDA out of $1.25 million common fund settlement); *Hopson v. Hanesbrands, Inc.* (N.D. Cal. Aug. 8, 2008) 2008 WL 3385452, at *1 (approving PAGA settlement of 0.3% or $1,500); see *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 (approving PAGA settlement and release that allocated $0 to PAGA claim).

3. Presence of Governmental Participant

As required under Labor Code section 2699(l)(2), Plaintiff will provide notice of this settlement to the LWDA. MM, ¶ 39, Ex. 6.

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4. Reaction of Class Members to Proposed Settlement

If the settlement is preliminarily approved, Class Members will be provided with the Class Notice (attached as Exhibit A to the Settlement) and an opportunity to object. MM, ¶ 35. The Parties' proposed notice fully complies with California Rules of Court 3.766(d) and 3.769(f) and will allow Class Members to make informed responses to the proposed settlement. *Id.*

VI. THE SETTLEMENT FAIRLY, REASONABLY, AND ADEQUATELY COMPENSATES CLASS MEMBERS BECAUSE EACH CLASS MEMBER WILL BE PAID BASED ON THE POTENTIAL EXTENT OF HIS OR HER INJURY COMPARED TO OTHER CLASS MEMBERS.

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and the number of PAGA Pay Periods a PAGA Member worked during the PAGA Period, respectively. MM, ¶ 34; Settlement, III.11(a), (b). Because this method compensates Class Members based on the extent of their potential injuries, in that Class Members who worked for Defendant longer would have been subject to more alleged violations, it is fair, adequate, and reasonable. *Id.*

VII. ALLOCATION FOR CLASS COUNSEL'S ATTORNEYS' FEES AND COSTS IS APPROPRIATE AND SHOULD BE PRELIMINARILY APPROVED.

The settlement states Class Counsel may seek attorneys' fees of $111,666.67 (one-third of the GSA) and up to $16,000.00 for actual reasonable litigation costs and expenses incurred in prosecuting the Action. Settlement, III.11(g). These amounts are reasonable, given the facts and circumstances of the case. MM, ¶¶ 30-32.

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal. App. 4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Intl, Inc.* (2016) 1 Ca1. 5th 480, 503 (citing *Lealao, supra,* 82 Cal.App.4th at p. 48-49). The Supreme Court has recently approved fees equal to one-third (1/3) of the common fund. *Laffitte, supra*, 1 Ca1. 5th 480. Many courts have similarly approved fee awards equal to or greater than the percentage requested here. *See, e.g., In re Pacific Enterprises* (9th Cir. 1995) 47 F.3d 373, 379 (award of 33% of the common fund); *In re Activision* (N.D. Cal. 1989) 723 F.Supp. 1373, 1375 (32.8% of the common fund); *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494, 498 (45% of settlement fund).

The amount of fees and costs requested are commensurate with (1) the risk Class Counsel took in bringing the case, (2) the extensive time, effort and expense dedicated to the case, (3) the skill and determination Class Counsel has shown, (4) the results Class Counsel achieved, (5) the value of the Settlement Class Counsel achieved for the class, and (6) the other cases Class Counsel turned down to devote time to this matter. MM, ¶ 31. Class Counsel met and conferred with Defendant's counsel on numerous occasions, reviewed and analyzed hundreds of pages of data and documents provided by Defendant, researched applicable law, provided estimates of "damages" for purposes of settlement discussions, and engaged in a full day of mediation, among other tasks. *Id.*

Class Counsel have borne all the risks and costs of litigation and will receive no compensation until recovery is obtained. MM, ¶ 32. Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a fair result for the Class. *Id.* Considering the amount of the attorney fees requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded. *Id.*

VIII. THE CLASS REPRESENTATIVE ENHANCEMENT PAYMENT TO PLAINTIFF IS FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE PRELIMINARILY APPROVED.

Courts routinely approve enhancement awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation, often in much higher amounts than that sought here. *See, e.g.*, *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294 (approving $50,000 enhancement award). The Settlement provides that Plaintiff may seek a

Class Representative Enhancement Payment of $10,000.00. This amount is entirely reasonable given Plaintiff's efforts in this action and the risks he undertook on behalf of Class Members. MM, ¶ 33. Plaintiff has devoted many hours advancing the interests of the Settlement Class. Plaintiff has done this by, among other things, retaining experienced counsel, providing them with information about his work history with Defendant and Defendant's policies and practices with respect to the wage and hour claims at issue, and being actively involved in the settlement process to ensure a fair result for the Settlement Class as a whole. In doing this, Plaintiff has been exposed to significant risks, including the risk of an order to pay Defendant's attorneys' fees and costs if this action had been unsuccessful (*See* Labor Code §§ 218.5-218.6). The efforts and risks that Plaintiff undertook on behalf of the Settlement Class shows that the proposed Class Representative Enhancement Payment is fair, adequate, and reasonable, and thus warrants preliminary approval. MM, ¶ 33; *See generally* Declaration of Daniel A. Taracena Robledo.

IX. THE PROPOSED SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE AND SHOULD BE PRELIMINARILY APPROVED.

With regard to the settlement administration costs provision, it is reasonable. Before agreeing to ILYM Group, Inc., the Parties sought and reviewed bids from other reputable third-party administrators which provided higher bids. MM, ¶ 37, Ex. 5; *See generally*, Declaration of Lisa Mullins, Ex. C. Thus, the settlement administration costs provision should be given preliminary approval.

X. THE PROPOSED NOTICE AND SETTLEMENT ADMINISTRATION PLAN SHOULD BE APPROVED BECAUSE IT IS REASONABLY CALCULATED TO GIVE ACTUAL NOTICE TO CLASS MEMBERS AND SUFFICIENT TIME TO EXERCISE THEIR RIGHTS

This Court should approve the proposed plans for giving notice to the Settlement Class and administering the Settlement. The standard for determining the adequacy of notice is whether the notice has "a reasonable chance of reaching a substantial percentage of the class members." *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. The notice process includes multiple measures to ensure that as many Class Members as practicable receive actual notice of the Settlement and have enough time to exercise their rights. The Settlement requires distribution of the Notice by First Class U.S. mail only. Settlement, III.10(c). Although there are current employee Class Members, it is uncertain whether Defendant's records of their contact information include email addresses and Class Members, who perform all of their work away from a desk, are not in a position to check their emails. As such, notice by mail alone is fair, adequate, and reasonable. MM, ¶ 35.

With respect to its content, "[The] notice given to the class must fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members." *Trotsky v. Los Angeles Fed. Sav. & Loan Assn*. (1975) 48 Cal.App.3d 134, 151-152. The purpose of the notice in class settlement context is to give class members sufficient information to decide whether they should accept the benefits offered, opt out and pursue their own remedies, or object to the settlement. *Id.* The Class Notice (Exhibit A to the Settlement) provides Class Members with all pertinent information that they need to fully evaluate their options and exercise their rights under the Settlement. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks and PAGA Pay Periods each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or email Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released. Settlement, III.10(b). Accordingly, the Notice should be approved because it describes the Settlement with sufficient clarity and specificity to explain to Class Members what this action is about, their rights under the Settlement, and how to exercise those rights. MM, ¶ 35.

XI. CONCLUSION

For the reasons stated above, this Court should grant Plaintiff's Motion in its entirety and adopt the proposed order submitted concurrently herewith.

Respectfully submitted,

MM LAW, APC

Dated: July 10, 2026

By: Maralle Messrelian

MARALLE MESSRELIAN
Attorney for Plaintiff,
DANIEL A. TARACENA ROBLEDO

Court Reservation Receipt

Reservation

Reservation ID:
500844714572

Status:
RESERVED

Reservation Type:
Motion re: (for Preliminary Approval of Class Action and PAGA Settlement)

Number of Motions:
1

Case Number:
25CV133325

Case Title:
TARACENA ROBLEDO vs PLENITUDE FOOD CRAFTS, LLC

Filing Party:
Daniel A. Taracena Robledo (Plaintiff)

Location:
Rene C. Davidson Courthouse - Department 21

Date/Time:
August 4th 2026, 2:30PM

Confirmation Code:
CR-JJ6DIGYDJO3ZE9FD3

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			**$1.00**

Payment

Amount:
$1.00

Type:
MasterCard

Account Number:
XXXX8919

Authorization:
07577Q

Payment Date:
2026-05-30

Back to Main

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