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

MOHANAD A. YOUSIF, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

TURLOCK RV CENTER, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CV-25-004538

CLASS AND REPRESENTATIVE ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

*[Filed with the Declaration of Kane Moon,
the Declaration of Plaintiff, the Declaration
of Jodey Lawrence, and [Proposed]
Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: December 30, 2026

Time: 8:30 a.m.

Dept.: 23

Judge: Hon. John D. Freeland

Action Filed: May 8, 2025

Trial Date: Not set

1 **TO THE COURT, AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on December 30, 2026 at 8:30 a.m. in Department 23 of this
3 Court located at 801 10th Street, Modesto, California, 95354 pursuant to Code of Civil Procedure
4 section 382 and California Rules of Court, rule 3.769 *et seq.*, Plaintiff Mohanad A. Yousif
5 (“Plaintiff”) will, and hereby does, move the Court for an order granting preliminary approval of the
6 proposed class action settlement between Plaintiff and Turlock RV Center, Inc. Specifically, Plaintiff
7 moves the Court for an order:

- 8 1. Granting preliminary approval of the Joint Stipulation of Class and Representative Action
9 Settlement Agreement;
- 10 2. Certifying a Class, for settlement purposes only;
- 11 3. Approving the Class Notice and plan for its distribution;
- 12 4. Appointing Plaintiff as the Class Representative, for settlement purposes only;
- 13 5. Appointing Moon Law Group, PC as Class Counsel, for settlement purposes only;
- 14 6. Appointing Phoenix Class Action Administration Solutions as the Administrator; and
- 15 7. Scheduling a Final Approval Hearing no earlier than 120 days from the date of
16 preliminary approval.

17 The motion will be based upon this notice, the attached memorandum of points and
18 authorities, the supporting declarations and attachments thereto, the record and files in this action,
19 and any other evidence or argument that the Court may properly receive at or before the hearing.

20 As this Motion is unopposed, the Parties respectfully request relief from the page limit
21 requirement set by California Rules of Court, Rule 3.1113(d).

22 Respectfully submitted,

23 Dated: August 31, 2026

MOON LAW GROUP, PC

24 By: _____

25 Kane Moon
26 Allen Feghali
27 Mariam Ghazaryan
28 Mitchell H. Millet
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Mohanad A. Yousif (“Plaintiff”) seeks preliminary approval of a proposed \$265,000.00 non-reversionary, wage-and-hour class action settlement (the “Settlement”) with Defendant Turlock RV Center, Inc. (“Defendant”) (together with Plaintiff, the “Parties”). The Settlement will provide substantial monetary payments to an estimated 128 Class Members who worked an estimated aggregate of 9,072 Workweeks, of which roughly 127 are Aggrieved Employees who worked an estimated aggregate of 4,200 PAGA Pay Periods. As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. The Settlement was reached after extensive investigation, informal discovery, and negotiations between the Parties. The negotiations were at arm’s-length and were facilitated through private mediation by an experienced and neutral class action mediator, Doug Leach, Esq. Accordingly, Plaintiff requests the Court preliminarily approve the Settlement, certify the proposed Class, approve the proposed Class Notice to Class Members, and set a final approval hearing no earlier than 120 days from the date of preliminary approval.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff’s Claims and Procedural History

This is a wage-and-hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). (Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Representative Action Settlement [“Moon Decl.”], ¶ 2.) Plaintiff seeks to represent a class of all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the Class Period, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”). (*Id.*)

Defendant is a recreational vehicle dealer operating under the trade name Best RV Center, providing sales, parts, and service to customers. (*Id.* at ¶ 3.) Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. (*Id.*) Plaintiff worked for

1 Defendant from approximately February 2020 to March 2025, in a non-exempt, hourly-paid
2 position. (Declaration of Plaintiff Mohanad A. Yousif in Support of Class and PAGA
3 Representative Action Settlement [“Plaintiff Decl.”], ¶ 2.) Plaintiff contends he and his coworkers
4 were subjected to the same unlawful labor practices, including failure to pay wages for all hours
5 worked. (*Id.* at ¶ 6; Moon Decl., ¶ 3.)

6 Plaintiff’s claim for unpaid minimum and overtime wages stem from allegations that
7 Defendant failed to compensate Plaintiff and others for off-the-clock work and failed to incorporate all
8 remuneration into employees’ regular rate of pay for purposes of paying overtime, meal premium, rest
9 period premium, and sick pay. (Moon Decl., ¶ 4.) Plaintiff’s meal and rest period claims are based
10 on allegations that due to the nature of their work, Class Members’ breaks were often short, late,
11 interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages
12 for non-compliant breaks. (*Id.*) Plaintiff further brings a claim for unreimbursed necessary
13 business expenses based on allegations that Class Members were required to purchase business cards
14 and specific types of clothing, maintain golf carts, and use their personal cellular telephones for work
15 purposes. (*Id.*) Finally, Plaintiff also brings derivative claims for waiting time penalties, wage
16 statement violations, unfair business practices, and civil penalties under PAGA. (*Id.*)

17 Because of the foregoing alleged violations of various provisions of the Labor Code,
18 Plaintiff filed a class action on May 8, 2025, which alleges Defendant systematically: (1) failed to
19 pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods,
20 (4) failed to authorize and permit rest breaks, (5) failed to indemnify necessary business expenses,
21 (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage
22 statements, and (8) engaged in unfair business practices. (*Id.* at ¶ 5.)

23 Pursuant to PAGA, on May 4, 2025, Plaintiff gave written notice to the California Labor
24 and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations, with
25 certified mail service on Defendant, and paid the required filing fee. (*Id.* at ¶ 6, Ex. 2.) On July 9,
26 2025, Plaintiff timely filed a First Amended Class and Representative Action Complaint to add a
27 ninth cause of action for civil penalties under PAGA. (*Id.* at ¶ 6.) On June 16, 2026, Plaintiff
28 timely filed a Second Amended Class and Representative Action Complaint to re-add class

1 allegations for settlement purposes only (the “Operative Complaint”). (*Id.*) In compliance with
2 Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA a file-stamped copy
3 of the Operative Complaint containing the Court-assigned case number. (*Id.*) To date, the LWDA has
4 not indicated its intent to investigate the alleged violations or intervene in this Action. (*Id.*)

5 Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations.
6 (*Id.* at ¶ 7.) Defendant asserts it complied with all its compensation obligations, including
7 compensating Class Members for any and all off-the-clock work and overtime work, and therefore,
8 Plaintiff and other Class Members were paid all wages owed. (*Id.*) Defendant argues it did not fail
9 to incorporate any non-discretionary commissions into the regular rate of pay for purposes of
10 paying overtime, meal premium, rest premium, or sick pay. (*Id.*) Defendant maintains compliance
11 with all its meal and rest period obligations. (*Id.*) Defendant asserts that Plaintiff and other
12 employees were compensated for any and all business expenses necessarily incurred. (*Id.*) To the
13 extent employees received wage statements that were allegedly inaccurate, Defendant asserts
14 employees suffered no actual damage or harm as a result. (*Id.*; *see, e.g., Angeles v. U.S. Airways,*
15 *Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A plaintiff must
16 adequately plead an injury arising from an employer’s failure to provide full and accurate wage
17 statements, and the omission of the required information alone is not sufficient.”].) With respect
18 to Plaintiff’s claim for waiting time penalties, Defendant alleges its good-faith belief that it paid
19 all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove
20 Defendant’s alleged failure to pay all final wages at the time of separation was “willful.” (Moon
21 Decl., ¶ 7; *see, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK
22 (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant denies all of
23 Plaintiff’s claims and allegations, and further claims it did not engage in any unfair business
24 practices and denies liability under PAGA. (Moon Decl., ¶ 7.) Defendant also maintains the claims
25 are improper for class treatment, in part, due to the individualized and testimony-intensive nature
26 of the wage claims that could bar class certification or significantly reduce Defendant’s overall
27 liability. (*Id.*)

1 **B. Discovery and Investigation**

2 The Parties agreed to mediate this action with Doug Leach, Esq., an experienced class and
3 PAGA action mediator. (*Id.* at ¶ 8.) In preparation for mediation, the Parties agreed to a protocol for
4 an informal production of documents and information before mediation. (*Id.*) Prior to mediation,
5 Plaintiff obtained from Defendant, through informal discovery, documents and data that were
6 necessary and helpful to evaluate the claims asserted in this action. (*Id.*) Defendant produced
7 documents relating to its policies, practices, and procedures, along with payroll, timekeeping, and
8 time and pay data for Plaintiff, Class Members and Aggrieved Employees, as part of the confidential
9 mediation process. (*Id.*)

10 In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information
11 Defendant provided, including the sample records and documents regarding Defendant's wage-and-
12 hour policies. (*Id.* at ¶ 9.) The documents and information produced by Defendant are sufficient to
13 analyze and evaluate Defendant's potential exposure and merits of Plaintiff's claims. (*Id.*) In
14 conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the
15 applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly,
16 Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits,
17 and Defendant's maximum and realistic monetary exposure for all claims. (*Id.*) Thus, Plaintiff's and
18 his Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed
19 them to act intelligently in negotiating the Settlement. (*Id.*)

20 **C. Settlement Negotiations and Notice of Settlement to the LWDA**

21 On May 7, 2026, the Parties participated in a full day of private mediation with Doug
22 Leach, Esq. (*Id.* at ¶ 10.) The negotiations were at arm's length and, although conducted in a
23 professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore
24 the potential for a settlement of the dispute, but each side was also prepared to litigate their
25 position through trial and appeal if a settlement had not been reached. (*Id.*) After a full discussion
26 regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and with
27 the assistance of the mediator, the Parties reached a resolution, the material terms of which are set
28 out in the Settlement. (*Id.*, Ex. 1.)

1 In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
2 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff’s preliminary
3 approval motion and the hearing date. (*Id.* at ¶ 11, Ex. 3.) To date, the LWDA has not indicated
4 any objection to the Settlement. (*Id.* at ¶ 11.)

5 **D. Key Terms of the Proposed Settlement**

6 Under the Settlement, Defendant will pay a non-reversionary amount of *no less than*
7 **\$265,000.00** (“GSA”), subject to potential increase under an Escalator Clause, to resolve this
8 action. (Settlement, ¶ 3.1.) Defendant will separately pay its employer-side payroll taxes owed on
9 the Wage Portion of Individual Class Payments. (*Id.*) Other key terms of the Settlement are
10 outlined in the counsel declaration submitted concurrently herewith. (Moon Decl., ¶¶ 12–30.) The
11 proposed Settlement Administrator— Phoenix Class Action Administration Solutions —was
12 jointly selected by the Parties based on its bid of \$6,250.00. (*Id.* at ¶ 16, Ex. 5; Settlement, ¶¶ 1.2,
13 7.1.)

14 The Class is defined as all current and former hourly-paid or non-exempt employees of
15 Defendant who worked for Defendant in the State of California at any time from May 8, 2024,
16 through July 7, 2026. (*Id.* at ¶¶ 1.5, 1.12.) “Aggrieved Employees” is defined as all current and
17 former hourly-paid or non-exempt employees of Defendant who worked for Defendant in the State of
18 California at any time from May 8, 2024, through July 7, 2026. (*Id.* at ¶¶ 1.4, 1.34.) The Settlement
19 allocates \$26,500.00 from the GSA for settlement of the Released PAGA Claims, which will be
20 distributed 65% (\$17,225.00) to the LWDA and 35% (\$9,275.00) to Aggrieved Employees
21 pursuant to PAGA law governing Plaintiff’s claims. (Settlement, ¶¶ 1.33, 3.2.5.) Each Aggrieved
22 Employee will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly
23 proportional to their number of PAGA Pay Periods. (*Id.* at ¶ 3.2.5.a.) This results in an average
24 Individual PAGA Payment of roughly **\$73.03** for each of the estimated 127 Aggrieved Employees
25 (\$9,275 / 127), and a PAGA Pay Period value of roughly **\$2.21** for each of the 4,200 estimated
26 Pay Periods in the PAGA Period (\$9,275 / 4,200). (Moon Decl., ¶ 18.)

27 After deducting the Class Representative Service Award, the Class Counsel Fees and
28 Litigation Costs Payments, the PAGA Penalties allocation, and the Administration Expenses

1 Payment from the GSA, in the amounts specifically approved by the Court, any difference in the
2 amounts requested and the amounts awarded will be allocated to the Net Settlement Amount for
3 distribution to Participating Class Members. (Settlement, ¶¶ 1.27, 3.1.) Accordingly, the Net
4 Settlement Amount will be *no less than* **\$118,916.67** for an estimated Class of **128 individuals**.¹
5 (Moon Decl., ¶ 19.) Each Class Member who does not opt-out will be entitled to a pro rata share
6 of the Net Settlement Amount that is directly proportional to the number of Workweeks worked
7 during the Class Period. (Settlement, ¶ 3.2.4.) The estimated **\$118,916.67** Net Settlement Amount
8 results in an average Individual Class Payment of roughly **\$929.04** for each of the estimated 128 Class
9 Members ($\$118,916.67 / 128$),² and a Workweek value of roughly **\$13.11** for each of the 9,072 estimated
10 Workweeks in the Class Period ($\$118,916.67 / 9,072$). (Moon Decl., ¶ 21.)

11 To the best of Plaintiff’s knowledge, there is no other pending litigation involving similar
12 claims against Defendant that may be impacted by approval of the Settlement at issue, nor has
13 Defendant pointed to any. (*Id.* at ¶ 30.)

14 **III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL**

15 The law favors the settlement of lawsuits, particularly in class actions and other complex
16 cases. (*See, e.g., Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 272, 277–81.) To prevent fraud,
17 collusion, or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v.*
18 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–01 [citing authority omitted].) To approve a
19 settlement, the Court must find “the settlement is fair, adequate, and reasonable.” (*Id.*) This Court
20 has wide discretion in making this determination. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434,
21 438.) Fairness, adequacy, and reasonableness are presumed, as here, when: “(1) the settlement is
22 reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
23

24 ¹ The Net Settlement Amount was calculated by deducting the following from the \$265,000 GSA:
25 \$5,000.00 for the Class Representative Service Award, up to \$6,250.00 for the Administration
26 Expenses Payment, \$26,500.00 for the PAGA Penalties to the LWDA and Aggrieved Employees,
\$88,333.33 for the Class Counsel Fees Payment, and up to \$20,000.00 for the Class Counsel Litigation
Costs Payment. (Moon Decl., ¶ 19, n.1; Settlement, ¶¶ 3.2–3.2.5.)

27 ² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown
28 and will be calculated by the Administrator following preliminary approval and receipt and processing
of the Class Data. (Settlement, ¶ 4.2.) The high and low range of payments will be provided to the
Court in a motion for final approval. (Moon Decl., ¶ 21, n.2.)

1 counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
2 percentage of objectors is small.” (*Dunk*, 48 Cal.App.4th at p. 1802 [citing Newberg, Newberg on
3 Class Actions (3rd ed. 1992) § 11.41].)

4 In evaluating a settlement, the trial court considers the following factors: (1) the strength of
5 plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk
6 of maintaining class action status through trial; (4) the settlement amount offered; (5) the extent of
7 discovery completed and the stage of the proceedings; (6) counsel’s experience and views; (7) the
8 presence of a governmental participant; and (8) the class members’ reaction to the proposed
9 settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) To approve a class
10 action settlement, “the court must satisfy itself that the class settlement is within the ‘ballpark’ of
11 reasonableness.” (*Id.* at p. 133.) The record need not contain an explicit statement of the maximum
12 theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399,
13 408–09 [holding that *Kullar* does not require “an explicit statement of the maximum amount the
14 plaintiff class could recover if it prevailed on all its claims,” but instead, only an “understanding
15 of the amount that is in controversy and the realistic range of outcomes of the litigation”].)

16 As discussed below, Plaintiff’s Counsel have provided materials and information exceeding
17 the threshold required for this Court to conclude the Settlement is fair, reasonable, and adequate.

18 **A. The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation,**
19 **Litigation, and Negotiation**

20 **1. The Settlement Is the Product of Discovery, Investigation, Informed and Non-**
21 **Collusive Arm’s-Length Negotiations, and Realistic Claims Analysis**

22 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
23 evidence to the contrary is offered. (Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.51.)
24 Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super. Ct.*
25 (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that
26 the plaintiff might have received more if the case had been fully litigated is no reason not to approve
27 the settlement.”].) Thus, there is a presumption here that negotiations were conducted in good faith.

1 Here, Plaintiff's Counsel have conducted a thorough investigation into the facts of this case.
2 (Moon Decl., ¶ 31.) As previously noted, the Settlement at issue was reached through arms'-length
3 negotiations, and private mediation. (*Id.*) Based on Defendant's informal class-wide discovery
4 production, on Plaintiff's Counsel independent investigation and evaluation, and on counsel's
5 extensive experience in wage-and-hour litigation, Plaintiff's Counsel are of the opinion that the
6 proposed Settlement is fair, reasonable, and adequate. (*Id.*)

7 Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by
8 Defendant, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum
9 and risk-adjusted exposure that Defendant faced. (*Id.* at ¶ 32.) Specifically, based on the information
10 provided for mediation, the total estimated **realistic recovery** (adjusted for risks at certification and
11 proof on the merits) for the alleged claims, including penalties, is estimated to be **\$294,467.50**. (*Id.*
12 at ¶¶ 32, 39.) This amount was calculated as follows: negligible amount, if any, for the regular rate
13 claim; **\$14,458.50** (85% discount) for the off-the-clock work claim; **\$96,390.00** (50% discount) for
14 the meal period claim; **\$57,834.00** (85% discount) for the rest period claim; **\$8,505.00** (85% discount)
15 for the unreimbursed business expenses claim; **\$24,480.00** (90% discount) for the waiting time
16 penalties claim; **\$50,800.00** (90% discount) for the wage statement claim; and **\$42,000.00** (90%
17 discount) for the PAGA penalties claim. (*Id.* at ¶¶ 32–38.) The foregoing discounts were based on
18 the evidence presented for mediation and arguments made during arm's-length settlement
19 negotiations. (*Id.*)

20 **The \$265,000.00 gross settlement figure represents roughly 90% of the total realistic**
21 **recovery.** (*Id.* at ¶ 39.) This is an excellent result for the Class, particularly because, under the
22 Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being
23 able to recover anything. (*Id.*)

24 **2. The Class Settlement Is Fair Considering the Parties' Respective Positions**

25 **and Significant Risks to Certification and Proof on the Merits**

26 A settlement is not judged against what a plaintiff might recover had he prevailed at trial, nor
27 does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba*
28 *v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent and necessary

1 in the settlement process . . . even if ‘the relief afforded by the proposed settlement is substantially
2 narrower than it would be if the suits were to be successfully litigated,’ this is no bar to a class
3 settlement because ‘the public interest may indeed be served by a voluntary settlement in which each
4 side gives ground in the interest of avoiding litigation.’”] [quoting *Air Line Stewards v. Am. Airlines,*
5 *Inc.* (7th Cir. 1972) 455 F.2d 101, 109].)

6 Here, considering all known facts and circumstances, the risk of significant delay, trial risk,
7 appellate risk, and the defenses Defendant may assert both to certification and on the merits, the
8 Settlement is in the best interest of the Class and LWDA. (Moon Decl., ¶ 31.) While Plaintiff is
9 confident in the merits of his claims, a legitimate controversy exists as to each cause of action. (*Id.*
10 at ¶ 42.) Plaintiff also recognizes that proving the amount owed to each Class Member would be an
11 expensive, time-consuming, and uncertain proposition. (*Id.*)

12 The Settlement obviates the significant risk that this Court may deny certification of all or
13 some of Plaintiff’s claims. (*Id.* at ¶ 43.) Plaintiff’s Counsel took into account the risk of not prevailing
14 at trial due to low or no participation by Class Members. (*Id.*) Indeed, the individualized and testimony-
15 intensive nature of the claims could bar manageability of the representative claims or otherwise
16 significantly reduce any recovery whatsoever. (*Id.*) For example, the rest period and unreimbursed
17 expense claims are testimony-driven claims and assume a 50% and 100% violation rate, respectively,
18 which would not likely be demonstrated at trial, as it assumes either the participation of a majority
19 or all employees (which would be difficult given the reality that many, if not all, employees would
20 be unwilling to participate due to fear of retaliation), or alternatively, the use of surveys or statistical
21 data as a surrogate (which would still require the participation of a majority of employees to establish
22 a sound representation of all non-exempts). (*Id.*) Even assuming employees would be willing to
23 participate, obtaining declarations would potentially reveal that each individual employee had a different
24 experience. (*Id.*)

25 Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and obtain
26 certification of all or some of the claims, continued litigation would be expensive, involving a trial
27 and possible appeals, and would substantially delay and reduce any recovery by the Class. (*Id.* at ¶
28 44.) Although the Parties have engaged in a significant amount of investigation, informal discovery,

1 and class-wide data analysis, they have not conducted extensive formal discovery. (*Id.*) Moreover,
2 preparation for class certification and a trial would remain for the Parties as well as the prospect of
3 appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment
4 ruling. (*Id.*) As a result, the Parties would incur considerably more attorneys’ fees and costs through
5 trial. (*Id.*) In sum, this Settlement avoids the risks, burdens, and the accompanying expense of further
6 litigation. (*Id.*)

7 The proposed \$265,000.00 Settlement therefore represents a substantial recovery when
8 compared to the reasonably forecasted recovery for the Class. (*Id.* at ¶ 45.) When considering the
9 risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary
10 to establish liability, and the probability of appeal, it is clear the Settlement amount is within the
11 “ballpark” of reasonableness, and that preliminary settlement approval is appropriate. (*Id.*; (*Kullar*,
12 *supra*, 168 Cal.App.4th at p. 133; *see Munoz, supra*, 186 Cal.App.4th at pp. 408–09.)

13 **3. The PAGA Settlement Is Fair Considering the Parties’ Respective Positions** 14 **and Significant Risks**

15 With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
16 satisfies PAGA’s dual statutory purposes of deterrence and punishment, on the one hand, and
17 providing Aggrieved Employees with genuine and meaningful relief, on the other. (Moon Decl., ¶ 40;
18 Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage
19 in informal class-wide discovery, and participate in mediation. (Moon Decl., ¶ 40.) Defendant will also
20 have to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is
21 granted. (*Id.*; Settlement, ¶ 3.2.5.) Not including its own attorneys’ fees and costs as well as the
22 employer’s share of payroll taxes, Defendant will pay no less than \$265,000.00 to resolve this matter—
23 of which \$26,500.00 is allocated toward the PAGA claims and will be distributed, in compliance with
24 Labor Code section 2699 as 65% (\$17,225.00) to the LWDA and 35% (\$9,275.00) to Aggrieved
25 Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees
26 from pursuing any individual claims they may have against Defendant or the other Released Parties.
27 (Moon Decl., ¶ 40.)
28

Moreover, Plaintiff’s Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. (*Id.*) Indeed, under PAGA, a Court can reduce penalties “if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction. (Moon Decl., ¶ 40.) Further, Plaintiff’s Counsel took into account the risk of not being able to proceed on a representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial, penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other defenses available to Defendant. (*Id.* at ¶ 41.) Thus, it is entirely possible that even if Plaintiff would be successful at trial, assuming he is first able to certify the claims and defeat the manageability issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the Settlement. (*Id.*)

In sum, the \$26,500 PAGA Penalties allocation under the Settlement constitutes “genuine and meaningful” relief that is “consistent with the underlying purpose of the statute to benefit the public.” (*See O’Connor v. Uber Tech., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133–35 [denying settlement approval where allocation for PAGA claims was 0.1% of the estimated full worth].)

4. Plaintiff’s Counsel Have Extensive Experience in Class and PAGA Action Litigation, Which Was Integral to Negotiating the Settlement

The Settlement negotiations were conducted by highly capable counsel with considerable experience and demonstrated competence with litigating wage-and-hour class actions. (Moon Decl., ¶¶ 50–69.) Plaintiff’s Counsel have a strong record of vigorous and effective advocacy for their clients and are experienced in handling complex wage-and-hour class action litigation. (*Id.*) Their experience was helpful in assessing the reasonableness of the Settlement at issue here, and from this experience they concluded that this litigation could not have been settled on better terms than provided under the Settlement. (*Id.* at ¶ 70.) Although Plaintiff and his counsel were prepared to try the claims alleged in the litigation, they support the proposed Settlement as being in the best interest

1 of the Class based on objective evidence that has been considered and weighed against the risks,
2 expenses, and time consumption to both sides of continued litigation. (*Id.* at ¶¶ 10, 31.)

3 **B. The Proposed Attorneys' Fees and Costs Are Reasonable**

4 Subject to the Court's approval, the Settlement provides a fee application of one-third of the
5 GSA for Class Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to
6 exceed \$20,000.00.³ (Settlement, ¶ 3.2.2.) These amounts are disclosed to Class Members in the
7 proposed Class Notice and are reasonable. (*Id.* at Ex. A.)

8 **1. Counsel Request a Fees Award Based On the "Common Fund" Method**

9 California courts have long awarded attorneys' fees as a percentage of the benefit created by
10 counsel in pursuing claims on behalf of a class. (*See, e.g., Serrano v. Priest* (1977) 20 Cal.3d 25.)
11 The California Supreme Court has held, "when a number of persons are entitled in common to a
12 specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the
13 creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out
14 of the fund." (*Id.* at p. 34.)

15 Plaintiff's Counsel seek an award of attorneys' fees on the "percentage of recovery/common
16 fund" theory. (Moon Decl., ¶ 72.) The purpose of this approach is to "spread litigation costs
17 proportionately among all the beneficiaries so that the active beneficiary does not bear the entire
18 burden alone." (*Vincent v. Hughes Air W., Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State*
19 *of California* (1975) 15 Cal.3d 162, the California Supreme Court stated, "one who expends
20 attorneys' fees in winning a suit which creates a fund from which others derive benefits, may require
21 those passive beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in
22 *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court
23 recognized that the common fund doctrine has been applied "consistently in California when an
24 action brought by one party creates a fund in which other persons[] are entitled to share." (*Id.* at pp.
25 110–11 [pincite omitted].)

26
27
28 ³ Plaintiff's Counsel's current litigation costs are \$6,378.28, and they anticipate incurring additional costs up to final approval. (Moon Decl., ¶¶ 15, 77, Ex. 4.)

1 The California Supreme Court affirmed in *Laffitte v. Robert Half International Inc.* (2016) 1
2 Cal.5th 480 that, “when class action litigation establishes a monetary fund for the benefit of the class
3 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the
4 court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
5 fund created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage
6 method—including relative ease of calculation, alignment of incentives between counsel and the
7 class, a better approximation of market conditions in a contingency case, and the encouragement it
8 provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation[]—
9 convince us the percentage method is a valuable tool that should not be denied our trial courts.” (*Id.*
10 [internal citations omitted].) This line of legal authority supports a request for attorneys’ fees based
11 on the percentage of recovery/common fund method.

12 **2. The Requested Fee Award Is in Line with Typical Cases**

13 According to a leading treatise on class actions: “No general rule can be articulated on what
14 is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a
15 reasonable fee award from a common fund in order to assure that the fees do not consume a
16 disproportionate part of the recovery obtained for the class, although somewhat larger percentages
17 are not unprecedented.” (Newberg, *Newberg on Class Actions* (3rd ed. 1992) § 14.03.) Attorneys’
18 fees that are fifty percent of the fund are typically considered the upper limit, with thirty to forty
19 percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also Van*
20 *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases
21 where 30–50% was awarded involved “smaller” settlement funds of under \$10 million].)

22 Here, Plaintiff’s Counsel’s fees request for one-third of the GSA, is in line with the prevailing
23 guidelines established in California case law and academic literature and is consistent with awards in
24 California. (*Compare* Settlement, ¶ 3.2.2, *with Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66,
25 n.11 [“Empirical studies show that, regardless whether the percentage method or the lodestar method
26 is used, fee awards in class actions average around one-third of the recovery.”].) Accordingly,
27 Plaintiff requests the Court preliminarily approve the attorneys’ fees as negotiated by the Parties.
28

1 **3. This Matter Involves a “Fee-Shifting” Provision of the Labor Code**

2 Labor Code sections 218.5, 226, 1194, 2699, and 2802 provide for the recovery of reasonable
3 fees and costs of suit, for the claims made in this action. (Lab. Code §§ 218.5, 226, 1194, 2699(k)(1),
4 2802(d).) Under these sections, Plaintiff would be permitted to recover his actual attorneys’ fees,
5 even if those fees were larger than the total class recovery at the conclusion of this case. (*Id.*) This
6 Settlement is beneficial in that it limits the risk of continued expenses and consumption of time,
7 energy, and resources facing Defendant while at the same time rewarding Plaintiff’s Counsel for their
8 decision to assume risk by taking on this matter on a contingent basis with no guarantee of recovery.
9 (Moon Decl., ¶¶ 73–76.) In fact, prosecution of this action involved significant financial risk for
10 Plaintiff’s Counsel. (*Id.*) Once Plaintiff’s Counsel undertook this litigation, they committed to pursue
11 it to its conclusion, placing their fiduciary duty to the Class ahead of all other concerns. (*Id.* at ¶ 77.)

12 **4. Counsel’s Experience, Reputation, and Ability Support the Fees Request**

13 As demonstrated by their past experience in pursuing class actions on behalf of consumers
14 and employees, Plaintiff’s Counsel possess considerable expertise in litigating class actions. (*Id.* at
15 ¶¶ 50–69.) Plaintiff’s Counsel have been involved as lead counsel or co-counsel in numerous class
16 actions that resulted in millions in recovery. (*Id.*) As noted above, their experience in wage-and-hour
17 litigation was integral in evaluating the strengths and weaknesses of the case against Defendant and
18 the reasonableness of the Settlement. (*Id.* at ¶ 70.) Practice in the narrow field of wage-and-hour
19 litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and
20 federal) as well as the procedural law of class action litigation. (*Id.* at ¶ 68.) Based on these and other
21 factors, Plaintiff’s Counsel have frequently received fee awards of this percentage from the gross
22 recovery for the class. (*See id.* at ¶¶ 54, 59, 63.) Because it is reasonable to compensate counsel
23 commensurate with their skill, reputation, and experience, the requested fee award is supported here.

24 **C. The Service Award to Plaintiff Is Reasonable**

25 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
26 compensate them for the expense or risk they have incurred in conferring a benefit on other members
27 of the class.” (*Munoz, supra*, 186 Cal.App.4th at p. 412.) Courts routinely grant approval of class
28 action settlement agreements containing enhancements for the class representatives, which are

1 necessary to provide incentive to represent the class and are appropriate given the benefit the class
2 representatives help to bring about for the class. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir. 2009)
3 563 F.3d 948, 958–59.) Service awards are particularly important to plaintiffs in wage-and-hour cases
4 because they promote the important public policies underlying the wage-and-hour laws. This strong
5 policy is codified in California Labor Code section 90.5, which provides, “[i]t is the policy of this
6 state to vigorously enforce minimum labor standards in order to ensure employees are not required
7 or permitted to work under substandard unlawful conditions . . .” (Lab. Code § 90.5.) Nonetheless,
8 the California Supreme Court has noted that “retaliation against employees for asserting statutory
9 rights under the Labor Code is widespread,” despite anti-retaliation statutes designed to protect
10 employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460–61.) In this context, class
11 representatives should be rewarded for assuming the risk of retaliation for the sake of class members.
12 (*See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

13 Under the Settlement here, subject to the Court’s approval, a Class Representative Service
14 Award of \$5,000.00 will go to Plaintiff, in addition to his amount as a Class Member. (Settlement, ¶¶
15 1.14, 3.2.1.) This award is for initiating and providing services in support of the Action. (*Id.* at ¶ 1.14.)
16 Plaintiff has devoted a great deal of time and work assisting counsel in the case and communicated
17 with counsel frequently for litigation and to prepare for mediation. (Moon Decl., ¶¶ 46–49; Plaintiff
18 Decl., ¶¶ 11–21.) The requested award is fair and reasonable, particularly considering the substantial
19 benefits Plaintiff generated for all Class Members. (Moon Decl., ¶ 46–49.)

20 When compared with the amounts awarded in typical class action cases, the amount requested
21 here is particularly reasonable. A 2006 study examining the average incentive award given to class
22 action plaintiffs from 1993 to 2002 found that the “average award per class representative was
23 \$15,992 and the median award per class representative was \$4357.” (Eisenberg & Miller, *Incentive*
24 *Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303, 1307–08.)
25 The same study found that named plaintiffs in employment discrimination class actions received an
26 average award of \$69,850 and a median award of \$31,081, while named plaintiffs in other
27 employment class actions received an average award of \$12,121 and a median award of \$13,059. (*Id.*
28 at p. 1333.) The authors of the study found that higher awards in employment cases reflected the

1 “courts’ wish to make representative plaintiffs whole by compensating them for the high costs of
2 their service to the class, including risks of stigmatization or retaliation on the job.” (*Id.* at p. 1308.)

3 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

4 **A. Legal Standard**

5 The proposed Settlement Class is well suited for class certification. The claims all derive from
6 a core set of alleged violations of California’s wage and hour laws and regulations. (Moon Decl., ¶¶
7 4–5.) For the reasons set forth more fully below, the Class, for purposes of Settlement, satisfies the
8 prerequisites for certification under Code of Civil Procedure section 382. (Code Civ. Proc. § 382.)
9 Section 382 provides that “when the question is one of a common or general interest, of many
10 persons, or when the parties are numerous, and it is impracticable to bring them all before the court,
11 one or more may sue or defend for the benefit of all.” (*Id.*) There are two requirements to section
12 382: “(1) there must be an ascertainable class[]; and (2) there must be a well defined community of
13 interest in the questions of law and fact involved affecting the parties to be represented.” (*Daar v.*
14 *Yellow Cab Co.* (1967) 67 Cal. 2d 695, 704 [internal citations omitted].) To clarify these
15 requirements, the California Supreme Court has looked to Federal Rule of Civil Procedure 23 to
16 explain that the community-of-interest requirement itself embodies three factors: “(1) predominant
17 common questions of law or fact; (2) class representatives with claims or defenses typical of the
18 class; and (3) class representatives who can adequately represent the class.” (*Richmond v. Dart*
19 *Indus., Inc.* (1981) 29 Cal. 3d 462, 470.)

20 California law and policy favor the fullest and most flexible use of the class action device.
21 (*Id.* at pp. 469–73.) Indeed, “Courts long have acknowledged the importance of class actions as a
22 means to prevent a failure of justice in our judicial system” particularly where the rights of consumers
23 are at issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to the
24 appropriateness of class treatment should be resolved in favor of certification. (*Richmond, supra*, 29
25 Cal.3d at pp. 473–75.)

26 **B. The Criteria for Class Certification Are Satisfied**

27 **1. The Class Is Ascertainable and Numerous**

28 When determining whether a class is ascertainable, California courts focus on the following

1 three factors: “(1) the class definition, (2) the size of the class and (3) the means of identifying class
2 members.” (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Here, Plaintiff maintains there is an
3 easily ascertainable Class, defined by objective and precise criteria. (Settlement, ¶¶ 1.5, 1.12.) The
4 proposed Class that Plaintiff seeks to represent is ascertainable because (1) the Class definition is
5 sufficiently precise, (2) the Class consists of about 128 individuals, and (3) Class Members can be
6 readily identified by Defendant’s records. (*Id.*) Because Class Members are identified using specific
7 criteria in the regular business records of Defendant—their employment by Defendant in California,
8 non-exempt classification, hourly wage, and actual work during the Class Period—the Class is
9 ascertainable. (*See Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959–60 [class
10 membership defined by ownership of product that is the subject of the lawsuit is sufficient to make
11 the class ascertainable].) “The requirement of Code of Civil Procedure section 382 that there be
12 ‘many’ parties to a class action suit is indefinite and has been construed liberally.” (*Rose v. City of*
13 *Hayward* (1981) 126 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’
14 persons, an action may be maintained as a class action even where the parties are numerous and it is
15 in fact practicable to join them all.” (*Id.*) “No set number is required as a matter of law for the
16 maintenance of a class action.” (*Id.*) “Thus, our Supreme Court has upheld a class representing the
17 10 beneficiaries of a trust in an action for removal of the trustees.” (*Id.* [citing *Bowles v. Super. Ct.*
18 (1955) 44 Cal.2d 574]; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a class of 9 plaintiffs
19 and 35 members].) Therefore, numerosity is plainly satisfied.

20 **2. There Are Many Common Issues of Law and Fact Which Predominate**

21 To satisfy the community of interest requirement, a proponent must show (1) common
22 questions of law and fact that predominate over individual issues, (2) class representatives have
23 claims or defenses typical of the class, and (3) class representatives adequately represent the class.
24 (*Dunk, supra*, 48 Cal.App.4th at p. 1806.) This inquiry tests whether proposed classes are sufficiently
25 cohesive to rationally warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE*
26 *Corp.* (1987) 191 Cal.App.3d 605, 611–12.)

27 Here, Plaintiff’s claims satisfy all three requirements. The employment practices at issue
28 include whether Defendant: paid employees all minimum, overtime, double time, meal premium, and

1 sick pay wages owed; reimbursed employees for necessary business expenses; provided employees
2 with and authorize meal and rest periods or paid premiums for non-compliant breaks; paid all final
3 wages to employees at the time of termination; intentionally failed to pay all final wages; provided
4 inaccurate itemized wage statements and whether Class Members were harmed; engaged in unfair
5 business practices; and violated civil penalty provisions under PAGA. (Moon Decl., ¶¶ 4–5.) Plaintiff
6 contends the factual and legal issues are the same for all Class Members, and further that all Class
7 Members suffered from and seek redress for the same alleged injuries. (Plaintiff Decl., ¶¶ 5–6.)
8 Considering Class Members would need to prove the same issues of law and fact to prevail, and their
9 legal remedies are identical, it would be preferable to resolve all claims through a settlement than to
10 force each Class Member to litigate their own individual claims. Thus, the Court should grant
11 conditional class certification for settlement purposes because common questions of law and fact
12 predominate over any individual questions within the Class.

13 **3. Plaintiff’s Claims Are Typical of the Claims of the Class**

14 The typicality requirement does not focus on the individual characteristics or circumstances
15 of the representative plaintiff compared to those of the remainder of the class, but rather, upon the
16 typicality of the proposed representative’s claims as they relate to the defendant’s conduct and
17 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 [“The only requirements are [sic] that
18 common questions of law and fact *predominate* and that the class representative be *similarly* situated”
19 vis-à-vis the class.] [emphasis in original].) A representative plaintiff’s claims are typical of the class
20 if they arise from the same event, practice, or course of conduct, and if the claims rest on the same
21 legal theories. (*Id.*) That is precisely the case here. Plaintiff is a former employee of Defendant and
22 alleges he was subject to the same policies and practices as other similarly situated employees.
23 (Plaintiff Decl., ¶¶ 2–6.)

24 **4. Plaintiff and His Counsel Meet the Adequacy Requirement**

25 The adequacy of representation requirements is met by fulfilling two conditions: (1) a named
26 plaintiff must be represented by counsel qualified to conduct the pending litigation, and (2) a named
27 plaintiff’s interests cannot be antagonistic to those of the class. (*McGhee v. Bank of Am.* (1976) 60
28 Cal.App.3d 442, 450.)

1 Here, all requirements are met. Plaintiff retained counsel with extensive experience in
2 prosecuting complex class actions, including similar class actions that previously settled. (Moon
3 Decl., ¶¶ 50–69.) Based on their experience, Plaintiff’s Counsel unquestionably are “qualified,
4 experienced and generally able to conduct the proposed litigation.” (*Miller, supra*, 148 Cal.App.3d
5 at p. 874.) Plaintiff has, with counsel, litigated this case and diligently reviewed the settlement terms,
6 showing dedication, and with full knowledge and acceptance of duties, he has committed to his role
7 as Class Representative. (Plaintiff Decl., ¶¶ 11–21.) In addition, Plaintiff and his Counsel have no
8 conflicts with one another, other Class Members, or the proposed Administrator. (*Id.* at ¶¶ 8–10;
9 Moon Decl., ¶ 71.)

10 **5. A Class Action Is Superior to a Multiplicity of Litigation**

11 Finally, in making its class certification decision, the Court must determine that a class action
12 would be superior to alternative means for the fair and efficient adjudication of the litigation. (*See*
13 *Leyva v. Medline Indus. Inc.* (9th Cir. 2013) 716 F.3d 510, 514–15.) By consolidating many potential
14 individual actions into a single proceeding, this Court’s use of the class action device enables it to
15 manage this litigation in a manner that serves the economics of time, effort, and expense for the
16 litigants and the judicial system. (*Id.*) Absent class treatment, similarly situated employees with
17 small, but nevertheless meritorious, claims for damages would, as a practical matter, have no means
18 of redress because of the time, effort, and expense required to prosecute individual actions. (*Id.* at p.
19 515; *Gentry, supra*, 42 Cal.4th at pp. 457–62.) Moreover, in the context of settlement, the superiority
20 concerns are essentially non-existent. (*See generally, e.g., Stamburgh, supra*, 62 Cal.App.3d.)

21 **V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND AND** 22 **SATISFIES RULES OF COURT**

23 Class Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
24 rule 3.766(e)–(f), rule 3.769(f).) Here, the proposed Class Notice, in the form attached to the
25 Settlement as **Exhibit A**, meets all the requirements of California Rules of Court. The Class Notice
26 summarizes the proceedings to date and the terms and conditions of the proposed Settlement in an
27 informative and coherent manner. (Settlement, ¶ 7.4, Ex. A.) It also states that the final approval
28 decision has yet to be made, and provides the date, time, and location of the Final Approval Hearing.

1 (*Id.*) It explains the right and procedures to opt-out or submit any written objections and/or arrange
2 to appear at the Final Approval Hearing and verbally state any objections. (*Id.* at ¶¶ 7.4–7.7.) It makes
3 clear the Settlement does not constitute an admission of liability by Defendant, who denies all
4 liability, and it recognizes that this Court has not ruled on the merits of the action. (Settlement, Exh.
5 A.) Thus, the proposed Notice meets all the requirements of California Rule of Court 3.769(f). (Cal.
6 Rules of Court, rule 3.769(f).)

7 The Class Notice also fulfills the requirement of neutrality in class notices. (Newberg,
8 Newberg on Class Actions (3rd ed. 1992) § 8.39.) Accordingly, the Class Notice complies with the
9 standards of fairness, completeness, and neutrality required of a combined settlement-certification
10 class notice.

11 California law vests the Court with broad discretion in fashioning an appropriate notice
12 program. (*Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 970, 973–74.) There is no statutory or due
13 process requirement that all class members receive actual notice, but in this matter, Class Members
14 will receive direct mailed notice, which is the best possible form of notice under the circumstances.
15 (Settlement, ¶ 7.4.2.) As the Court of Appeals has explained, “[t]he notice given should have a
16 reasonable chance of reaching a substantial percentage of the Class Members . . .” (*Cartt*, 50
17 Cal.App.3d at p. 974.)

18 **VI. CONCLUSION**

19 For the foregoing reasons, Plaintiff respectfully requests the Court grant this motion, enter the
20 proposed order submitted herewith regarding preliminary approval, and set a final approval hearing
21 no earlier than 120 days from the preliminary approval order.

22 Respectfully submitted,

23 Dated: August 31, 2026

MOON LAW GROUP, PC

24
25 By: _____
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