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SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

MAZIE MARTIN, individually and on behalf of similarly situated employees,

Plaintiff,

v.

TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC., a California corporation; ANGELA SEHR, an individual; JIM SEHR, an individual; and DOES 1 through 25, inclusive,

Defendants.

Case No. S-CV0055350
CLASS ACTION

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: December 10, 2026
Time: 8:30 a.m.
Dept.: 3

Trial Date: None Set

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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiffs Mazie Martin and Susana Mullen[1] ("Plaintiffs"), individually and on behalf of similarly situated employees, seek preliminary approval of a non-reversionary wage and hour class action and Private Attorneys General Act ("PAGA") settlement in the maximum amount of $550,000. *See generally* Exhibit A (executed Memorandum of Understanding ["Agreement" or "MOU"]). Mazie Martin originally filed this class action against Defendants Twin Rocks Estate Vineyards and Winery, Inc., Angela Sehr, and Jim Sehr ("Defendants") (Plaintiffs and Defendants sometimes collectively referred to as the "Parties"). See Exhibit B (Complaint filed May 20, 2025). The settlement concerns approximately 98 Class Members, according to the MOU and the Declaration of Brittany V. Berzin ("Decl. Berzin"), ¶ 9.

Plaintiffs allege that Defendants (1) failed to pay all regular and minimum wages for hours worked, (2) failed to pay overtime wages, (3) failed to provide compliant meal periods or corresponding premiums, (4) failed to authorize rest periods or pay corresponding premiums, (5) failed to reimburse personal cellphone expenses incurred for work, (6) furnished inaccurate wage statements, (7) failed to pay all employee gratuities, (8) failed to pay all wages due at separation, and (9) engaged in unfair competition. *See* Exhibit B, ¶¶ 19–27, 28–73; Decl. Berzin, ¶¶ 2, 9. Martin also pursued PAGA civil-penalty allegations by submitting an LWDA notice on May 20, 2025. *See* Exhibit C (LWDA notice); Decl. Berzin, ¶ 3. Defendants dispute the allegations and contend their practices complied with law and that litigation and class certification present substantial factual and legal risks. *See* Decl. Berzin, ¶¶ 5–6. Subject to Court approval, the Parties have reached an arm's-length compromise following investigation, exchange of documents and data, and a mediation before Hon. Russell Hom (Ret.). *See* Exhibit A; Decl. Berzin, ¶¶ 6–9. The signed declarations of Mazie Martin and Susana Mullen describe their involvement in the investigation and negotiations and their support for the settlement. *See* Declarations of Mazie Martin ("Decl. Martin"), ¶¶ 3–9, and Susana Mullen ("Decl. Mullen"), ¶¶ 3–9.

[1] The Parties have agreed Plaintiff will file a First Amended Complaint adding PAGA claims and Susana Mullen as a named Plaintiff and Class Representative, consistent with their settlement.

It is within the discretion of this Court to grant preliminary approval of the Agreement if it satisfies all applicable criteria under California law. Accordingly, Plaintiffs request that the Court: (1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary approval of the proposed Agreement (Exhibit A), including the PAGA component; (3) approve the form and content of the Notice of Settlement (Exhibit F) and the method of providing notice to Class Members; (4) appoint Apex Class Action as Settlement Administrator; and (5) adopt the implementation schedule in the proposed order.

II. PROCEDURAL AND LITIGATION HISTORY

Plaintiff filed the original class action Complaint in the Superior Court of California, County of Placer, on May 20, 2025, Case No. S-CV0055350. *See* Exhibit B; Decl. Berzin, ¶ 3. Pursuant to Cal. Lab. Code § 2699.3, Plaintiff submitted a PAGA notice to the Labor and Workforce Development Agency ("LWDA") on May 20, 2025, and the notice was also sent to Defendants, the statutory filing fee was paid, and the applicable waiting period passed without an agency response or cure. *See* Exhibit C; Decl. Berzin, ¶ 3. There is no class certification hearing or trial date set. *See* Decl. Berzin, ¶ 4.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiffs and Class Counsel investigated issues affecting certification, the merits of the class and PAGA allegations, and potential damages. Counsel began investigating in approximately August 2024, interviewed Mazie Martin, Susana Mullen, and numerous other workers, and reviewed employee-provided records. *See* Decl. Berzin, ¶¶ 3, 6–9; Decl. Martin, ¶¶ 3–6; Decl. Mullen, ¶¶ 3–6. The Parties engaged in substantial informal discovery and data exchanges, including payroll records, time records, paystubs, and wage and hour policies. *See* Decl. Berzin, ¶ 7. Those materials were used to develop an evaluation of the wage and hour practices, class workweeks, PAGA pay periods, estimated violations, potential damages, certification risks, and defenses. Based on the informal discovery, counsel identified approximately 98 Class Members, approximately 4,087 workweeks for the class, 48 Aggrieved Employees, approximately 836 PAGA pay periods, and an average hourly rate of $19.47. *See*

Decl. Berzin, ¶ 9. This investigation afforded counsel information necessary to evaluate the proposed settlement.

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiffs and Defendants Engaged in Extensive Arm's Length Negotiations

The proposed settlement was reached after extended, arm's-length negotiations, investigation, and exchange of information. Class Counsel began investigating in approximately August 2024 and conferred with Defendants' counsel as the claims developed. The Parties engaged in a full-day mediation on November 11, 2025, before Hon. Russell Hom (Ret.), at which the disputed claims, risks, and potential settlement terms were evaluated. *See* Decl. Berzin, ¶¶ 7–8; Exhibit A. The parties ultimately entered into a signed Memorandum of Understanding memorializing a maximum settlement amount of $550,000. The settlement followed adversarial but professional negotiations and is not a concession of liability. *See* Exhibit A, ¶ 1; Decl. Berzin, ¶¶ 5, 8.

b. The Terms of the Agreement

1. The following groups are covered by the Agreement: (a) "Class Members," meaning the individuals who performed or continue to perform work for Twin Rocks Estate Vineyards and Winery, Inc. as hourly, non-exempt employees during the Class Period and who appeared on the employee list provided to Plaintiffs' counsel for mediation on November 7, 2025; and (b) "Aggrieved Employees," meaning the qualifying Class Members who worked any hours during any pay period within the PAGA Period. The Class Period is May 20, 2021, through November 7, 2025. The PAGA Period is May 20, 2024, through November 7, 2025. *See* Exhibit A (MOU), ¶¶ 3–4, 6–7. Counsel estimates approximately 98 Class Members and 48 Aggrieved Employees. *See* Decl. Berzin, ¶ 9.

2. Defendants will pay a Maximum Settlement Amount of $550,000, which includes Court-approved attorney's fees and litigation costs, two enhancement awards, the PAGA allocation, and settlement administration costs. Defendants separately bear the employer-side payroll taxes on the wage portion. The Agreement is non-reversionary and provides that the entire maximum settlement amount will be paid out without reversion to Defendants. *See*

Exhibit A (MOU), ¶¶ 8, 10, 20. Aggrieved Employees are paid their PAGA share whether or not they opt out of the class settlement. *See id.,* ¶¶ 4, 12, 17.

3. The Agreement provides for a requested enhancement award of up to $10,000 to each of Mazie Martin and Susana Mullen as the Class Representatives, subject to Court approval, in addition to their individual class and PAGA settlement shares. *See* Exhibit A (MOU), ¶ 23; Decl. Martin, ¶¶ 3–10 (approximately 142 hours spent assisting); Decl. Mullen, ¶¶ 3–10 (approximately 120 hours spent assisting).

4. Subject to Court approval, the Parties selected Apex Class Action as Settlement Administrator. Apex supplied an administration quotation estimating a class size of 98 with charges not to exceed $4,985. *See* Exhibit D (Apex Class Action quotation, dated June 29, 2026); Exhibit A (MOU), ¶ 15; Decl. Berzin, ¶ 27.

5. The Parties allocate $25,000 of the Maximum Settlement Amount to resolve PAGA civil-penalty claims. Of this amount, sixty-five percent (65%), or $16,250, is payable to the LWDA, and thirty-five percent (35%), or $8,750, to Aggrieved Employees. See Exhibit A (MOU), ¶ 9. There are an estimated 836 PAGA pay periods and a maximum PAGA exposure of $1,774,686, but there are substantial evidentiary, certification, statutory and discretionary reduction risks. *See* Decl. Berzin, ¶ 9. Those risks, the derivative nature of the penalties, and Defendants' asserted compliance defenses support an informed compromise and the settlement's deterrent purpose. *See* Decl. Berzin, ¶¶ 5–10; *see also Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving $0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.,* 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%–1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc., 2016 WL 5462451*, *7 (N.D. Cal. 2016) (approving $10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately $5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1

(S.D. Cal. 2017) (preliminarily approving $4,000 PAGA allocation in $275,000 settlement); *Moore v. Fitness Int'l, LLC, 2014 WL 12571448*, *5 (S.D. Cal. 2014) (approving $2,500 PAGA allocation when attorneys' fees award alone amounted to $200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving $3,000 PAGA allocation in $1,200,000 settlement); *Singer v. Becton Dickinson & Co*., 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving $1,500 PAGA allocation in $1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving $100,000 PAGA allocation in $3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at $53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving $10,000 PAGA allocation in a $3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.,* 2012 WL 5941801, *14 (E.D. Cal. 2012) ($10,000 PAGA allocation from $2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) ($10,000 PAGA allocation from $6,900,000 settlement fund).

6. Under the MOU, Class Counsel may seek fees of up to thirty percent (30%) of the Maximum Settlement Amount, and actual litigation costs up to $10,000. However, Class Counsel will request twenty-five percent (25%), or $137,500, in attorney's fees, plus actual costs not exceeding $10,000, subject to final approval. *See* Exhibit A (MOU), ¶ 22; Decl. Berzin, ¶¶ 10–11, 26. The proposed Notice of Settlement will advise Class Members of the anticipated requests. *See* Exhibit F.

7. Any amounts budgeted for attorney's fees, costs, representative enhancements, or administration that are not approved will remain available for distribution under the non-reversionary Agreement, rather than revert to Defendants. All approved deductions will come from the $550,000 Maximum Settlement Amount, not in addition to that amount. *See* Exhibit A (MOU), ¶¶ 8, 10, 22–23.

8. Class Members who do not timely opt out will release the class claims described in the MOU, arising from the factual allegations in the operative Complaint during the Class Release Period of May 20, 2021, through November 7, 2025. Aggrieved Employees cannot opt

out of the PAGA release by excluding themselves from the class settlement. *See* Exhibit A (MOU), ¶¶ 4, 11–12.

9. The MOU provides for individual settlement checks to remain negotiable for 120 calendar days after issuance. Checks not cashed within that period are to be transmitted to the State Controller's Unclaimed Property Fund in the name of the intended Class Member or PAGA Member. *See* Exhibit A (MOU), ¶ 20.

c. Allocation of Settlement Funds

Payment to participating Class Members and Aggrieved Employees does not require a claim form. From the $550,000 maximum fund, Class Counsel anticipates fees of $137,500 (25%), actual costs not exceeding $10,000, two representative awards of $10,000 each, administration not exceeding $4,985, and a PAGA allocation of $25,000. At those maximum requested deductions, approximately $352,515 would remain for class payments and $8,750 for Aggrieved Employee PAGA shares (a total of $361,265 for employee payments), with $16,250 allocated to the LWDA. *See* Exhibit A (MOU), ¶¶ 8–10, 14–17, 22–23; Exhibit D. Under MOU ¶ 16, seventy-five percent (75%) of the net class funds is allocated among workweeks from May 20, 2021, through August 31, 2024 (Period 1), and twenty-five percent (25%) among workweeks from September 1, 2024, through November 7, 2025 (Period 2). Each participating Class Member receives the sum of their Period 1 and Period 2 workweek calculations. Twenty percent (20%) of each class award is allocated to alleged unpaid wages (Form W-2), and eighty percent (80%) to alleged penalties and interest (Form 1099-MISC). *See id.,* ¶¶ 14, 16.

The 75% allocation to Period 1 reflects Defendants' changes in practices and the parties' assessment that most alleged violations occurred before those changes. *See* Exhibit A (MOU), ¶ 16; Berzin Decl. ¶ 7.

The PAGA member share ($8,750 in the aggregate) will be allocated among Aggrieved Employees in proportion to their pay periods worked during the PAGA Period, determined from records and subject to the dispute process. A PAGA payment will be characterized as penalties and reported on Form 1099. *See* Exhibit A (MOU), ¶¶ 9, 14, 17.

V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE CIRCUMSTANCES

It is not required that Class Members be given actual notice of a class settlement; instead, the best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.,* 844 F.3d 1121, 1129 (9th Cir. 2017); *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters*., 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court rejected a class member's argument that he had not received due process because he did not receive notice until after the opt out period, finding that, so long as the notice process utilized is the best practicable under the circumstances, due process is satisfied even if there is no actual receipt of the notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods, Inc*., 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the Court in *Rannis v. Recchia*, 380 F.App'x 646 (9th Cir. 2010) found that class members who did not receive actual notice due to their mailings being deemed undeliverable were still properly held to be part of the class settlement because they received the best notice practicable under the circumstances. *See Rannis v. Recchia*, 380 F.App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980–984 (2019), the California Supreme Court noted that California has adopted a similar approach regarding providing notice to class members.

Under the proposed procedure, Defendants must provide class and PAGA member information to Apex within fourteen (14) calendar days after preliminary approval. Apex will mail notices within fourteen (14) calendar days after receipt of that information, perform NCOA updates, and skip-trace and re-mail undeliverable notices within three business days of return. Class Members will have thirty (30) calendar days from the mailing date to object or request exclusion under the MOU. *See* Exhibit A (MOU), ¶ 19; Exhibit F. The notice will describe the settlement, estimated individual shares, the workweek/pay-period dispute procedure, any class exclusion or objection, and the separate effect of the PAGA release. The notice and address-

confirmation procedures are intended to provide the best practical notice under the circumstances.

VI. THE AGREEMENT WARRANTS PRELIMINARY APPROVAL AS IT IS FAIR, REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE FACTS OF THIS CASE

A class action may not be dismissed, compromised, or settled without Court approval and the decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(l)(2). However, "[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.'" *See Dunk v. Ford Motor Co.,* 48 Cal.App.4th 1794, 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 (2006); *Nordstrom Com. Cases*, 186 Cal.App.4th 576, 581 (2010). The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117-1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal.App.4th 576, 581 (2010); *see also Neary v. Regents of Univ. of Cal.,* 3 Cal.4th 273, 277-81 (1992). *See also Green v. Obledo*, 29 Cal.3d 126, 145–46 (1981) (permitting California courts to consider federal class action decisions).

a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

The purpose of the Court's preliminary evaluation of a proposed class action settlement is to determine only whether it is within the range of possible approval such that notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within

"the range of reasonableness," it should grant preliminary approval of the class action settlement. *See, e.g., North County Contr.'s Assn., Inc. v. Touchstone Ins. Svcs*., 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.,* 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate include the strength of the Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co*., 48 Cal.App.4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. "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." *Id.* at 1802.

i. The Agreement is a Result of Extensive, Non-Collusive Arm's Length Negotiations Between the Parties

The Parties reached settlement following extended, non-collusive arm's-length negotiations and mediation before Hon. Russell Hom (Ret.) on November 11, 2025. *See* Decl. Berzin, ¶¶ 5, 8. The Parties exchanged their positions and substantial records, and the negotiations remained adversarial, although professional. *See id*., ¶¶ 6–9.

ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement

The Parties possessed relevant information during the negotiations, including employee interviews, representative time and payroll records, paystubs, policies, workweek and pay-period data, and information for a damages model. *See* Decl. Berzin, ¶¶ 3, 6–9. The information allowed counsel to estimate potential liability for the class claims and related PAGA penalties and to discount those estimates for identified litigation risks. *See id*., ¶¶ 9–24. As a result, the settlement was reached at a stage where the Parties could evaluate the strengths and weaknesses

of their positions. As the courts have explained, meaningful investigation supplies counsel a clear view of the strengths and weaknesses of their case sufficient to support settlement. *See Kang v. Credit Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

iii. Plaintiffs' Counsel are Experienced in Similar Litigation

Class Counsel has extensive experience in complex employment, wage and hour, class action, and PAGA litigation. See Decl. Berzin, ¶¶ 12–24, 26. Brittany V. Berzin and Connor W. Olson have litigated numerous employment class and representative matters, including the cases listed in the counsel declaration. Accordingly, counsel are qualified to evaluate the proposed settlement and the risks of continued litigation. *See also Kang v. Credit Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores, L.P.,* 291 F.R.D. 443, 454 (E.D. Cal. 2013); *In re Omnivision Technologies, Inc*., 559 F.Supp.2d 1036, 1043 (N.D. Cal. 2007).

iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiffs' Case and the Risks and Costs of Further Litigation

The merits and the ability to obtain and maintain class certification through trial are disputed. Counsel estimates a maximum potential recovery of approximately $3,962,975.77. *See* Decl. Berzin, ¶ 9. The $550,000 gross settlement therefore represents approximately 13.9% of that stated maximum value and the net settlement represents approximately 9.5% of maximum value. *See id.* at ¶ 10. This settlement is a reasonable compromise of the class and PAGA claims and is within the percentile ranges of the total available damages that have been approved in other class settlements. *See Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1990); *Officers for Justice v. Civil Serv. Comm'n,* 688 F.2d 615, 628 (9th Cir. 1982); *see also In re Omnivision Technologies, Inc*., 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in settlement of 6% of maximum potential recovery after reduction for attorney's fees was higher than median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from 2000 through 2002); *Bravo v. Gale Triangle, Inc*., 2017 WL 708766, *2, *10 (C.D. Cal. 2017) (approving a settlement where

the net recovery to class members was approximately 7.5% of the projected maximum recovery amount [$210,500/$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the projected maximum damages available [$500,000/$4,441,633.60]) and a net recovery of approximately 6.7% of the projected maximum recovery [$297,332.98/$4,441,633.60]); *Bellinghausen v. Tractor Supply Co*., 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery was approximately 8.5% of the projected maximum recovery [$1,000,000/$11,565,677]); *Schiller v. David's Bridal, Inc*., 2012 WL 2117001, *13 (E.D. Cal. June 11, 2012) ("Class Members will receive an average of approximately $198.70, with the highest payment to a Class Member being $695.78 . . . Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there was no objection to the settlement amount or the attorneys' fees requested"), report and recommendation adopted, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL 1119534, *7 (S.D. Cal. 2012) ("the results achieved in this case were very favorable. Class members are provided with immediate monetary relief, with an average award of around several hundred dollars and a minimum award of $50").

v. The Proposed Settlement is a Reasonable Compromise of Claims

In *Kullar v. Foot Locker Retail, Inc.,* 168 Cal.App.4th 116 (2008), the Court required additional information be presented in class action settlements "to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation . . . ." *Id*. at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar* also does not require an explicit statement of the maximum amount to be recovered if a plaintiff prevailed on all the claims, provided there is a record that allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." *Id.* at 409.

Class Counsel has presented its estimates of potential exposure and the litigation risks that informed the proposed compromise. *See* Decl. Berzin, ¶ 9. In particular, the record supplies the approximate class size (98), class workweeks (4,087 according to counsel's declaration), Aggrieved Employees (48), PAGA pay periods (836), average hourly rate ($19.47), maximum claimed exposure, and risk reductions for each category. Taken together, these categories and their risks allow the Court to understand the amount in controversy and a realistic range of outcomes, as contemplated by *Kullar* and *Munoz*. Even a settlement representing a fraction of the maximum potential exposure may be reasonable given the circumstances. *See, supra*, Section VI.a.iv; *see also Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (a fraction of potential recovery does not itself make a settlement grossly inadequate); *City of Detroit v. Grinnell Corp*., 495 F.2d 448, 455 (2d Cir. 1974) (recognizing that a satisfactory settlement can represent a small percentage of theoretical recovery).

b. Provisional Certification of the Class is Appropriate

Class certification is appropriate when (1) the class is ascertainable and (2) there is "a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." *Dunk*, 48 Cal.App.4th at 1806. The "community of interest" element "embodies three factors: (1) common questions of law or fact predominate; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Id*. Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous

The proposed settlement class is ascertainable because individuals can be identified through personnel and payroll records. *See Noel v. Thrifty Payless, Inc*., 7 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.,* 166 Cal.App.4th 1325, 1334 (2008). Numerosity is satisfied because approximately 98 individuals fall within the class definition, such that joinder of all would be impracticable. *See* Decl. Berzin, ¶ 9; Exhibit A (MOU), ¶ 21; *Gay v. Waiters' & Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980), aff'd 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal.App.3d

1017, 1030 (1972) (discussing classes as small as 28 members). Thus, these requirements are satisfied for settlement purposes.

ii. The Commonality, Predominance, and Typicality Requirements are Met

The commonality requirement is met when there are questions of law or fact regarding the class as a whole. See *Hanlon v. Chrysler Corp*., 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires only that some common legal or factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See Richmond v. Dart Ind., Inc.,* 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over individual questions and class-wide treatment of a dispute must be superior to individual litigation. *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class to be sufficiently cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the named representative are typical of those of the class, though "they need not be substantially identical." Id. at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47 (1983). In assessing a settlement-only class, the Court may also consider that trial manageability is not the same concern as in a litigation class. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

The common questions of law and fact arise from Plaintiffs' contention that Defendants (1) used a faulty or inaccurately administered timekeeping application that did not capture all compensable time, resulting in unpaid regular and overtime wages; (2) maintained allegedly understaffed operations that prevented compliant meal and rest periods and failed to pay premiums; (3) required use of personal cellphones without reimbursement; (4) furnished inaccurate wage statements; (5) failed to remit all gratuities, including amounts associated with private events; and (6) failed to pay all wages due at separation. *See* Exhibit B, ¶¶ 19–26; Decl. Berzin, ¶¶ 2, 9. The waiting-time, wage-statement, unfair-competition, and PAGA allegations arise in significant part from the underlying wage-and-hour practices. Class Representatives Martin and Mullen describe work under similar policies and their participation in the case. *See* Decl. Martin, ¶¶ 2–9; Decl. Mullen, ¶¶ 2–9. This common factual core supports commonality

and predominance for settlement purposes, and the representatives' claims are typical of those of the class.

iii. The Adequacy Requirement is Met

The adequacy requirement is satisfied when the named class representative and counsel have no adverse interests and are committed to prosecuting the claims for the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60 Cal.App.3d 442, 450–51 (1976). Class Representatives Mazie Martin and Susana Mullen have participated in investigating the alleged practices, collecting information, assisting negotiations, and evaluating the settlement. *See* Decl. Martin, ¶¶ 3–9; Decl. Mullen, ¶¶ 3–9. Class Members who do not opt out will receive allocations based on MOU workweek calculations and may dispute recorded workweeks. See Exhibit A (MOU), ¶¶ 16, 19.

Plaintiffs and Class Counsel investigated the claims, gathered documents, conferred with employees, and participated in arm's-length negotiations, culminating in the November 11, 2025 mediation. *See* Decl. Berzin, ¶¶ 3, 6–9; Decl. Martin, ¶¶ 3–9; Decl. Mullen, ¶¶ 3–9. Class Counsel's employment litigation experience further supports adequate representation. *See* Decl. Berzin, ¶¶ 12–24.

VII. ATTORNEY'S FEES AND COSTS, SERVICE AWARDS TO THE CLASS REPRESENTATIVES, AND SETTLEMENT ADMINISTRATOR COSTS TO BE REQUESTED IN CONNECTION WITH FINAL APPROVAL

Plaintiffs do not request a final award of attorney's fees, costs, representative enhancements, or Settlement Administrator Costs at this preliminary stage. If the Court grants preliminary approval, Class Counsel anticipates requesting attorney's fees of $137,500 (25% of the $550,000 Maximum Settlement Amount), actual litigation costs currently estimated at $6,225.90 and not exceeding $10,000, an enhancement payment of $10,000 to Mazie Martin and $10,000 to Susana Mullen, and administration expenses not exceeding $4,985. *See* Exhibit A (MOU), ¶¶ 15, 22–23; Exhibit D; Decl. Berzin, ¶¶ 10, 26–27.

Plaintiffs believe an award of attorney's fees under the common fund doctrine is appropriate as there is a sufficiently identifiable class of beneficiaries (e.g. the settlement class),

the benefits received can be accurately traced to the settlement Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). In this case, the Agreement allocates a contractual ceiling of thirty percent (30%) but Class Counsel seeks only twenty-five percent (25%) of the fund, or $137,500. See Exhibit A (MOU), ¶ 22. This is well within the range of fee awards percentages approved in common fund cases. *See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40% where the gross settlement amount is less than $10 million); *Singer v. Becton Dickinson & Co*., 2010 WL 2196104, *8 (S.D. Cal. 2010) (collecting cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, *including Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009) [awarding 33.33% fee on a $5.6 million wage and hour class action], *Birch v. Office Depot, Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40% fee on a $16 million wage and hour class action], and *Rippee v. Boston Mkt. Corp.*, Case No. 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee on a $3.75 million wage and hour class action]).

Similarly, the amounts allocated for any Service Award and Settlement Administrator Costs are also within ranges that have been approved in similar cases. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1393 (approving $10,000 awards to each of the four (4) named plaintiffs); *West v. Circle K Stores, Inc*., 2006 WL 8458679, *2–3, *7-*8 (E.D. Cal. 2006) (awarding $15,000 to each of the named representatives who spent 100 hours and 80 hours, respectively, prosecuting the case on behalf of class members)4; *Dent v. ITC Serv. Grp., Inc.,* 2013 WL 5437331, *4, *7, *9 (D. Nev. 2013) (awarding a $15,000 representative enhancement out of a $150,000 settlement for approximately 530 class members); *Patel v. Nike*

Retail Services, Inc., 2019 WL 2029061, *1, *4 (N.D. Cal. 2019) ($5,261 for settlement administrator's fees was not excessive where PAGA group consisted of 40 employees). The representative awards sought are supported by declarations reporting approximately 142 hours of work by Martin and 120 hours by Mullen, and Apex's not-to-exceed administration quote is $4,985. *See* Decl. Martin, ¶ 8; Decl. Mullen, ¶ 8; Exhibit D. Amounts not awarded remain subject to the non-reversionary distribution provisions of the MOU. See Exhibit A (MOU), ¶¶ 8, 10, 22–23. *See also West v. Circle K Stores, Inc*., 2006 WL 1652598, *3 (E.D. Cal. 2006) (discussing the average award in connection with $15,000 representative awards).

Class Counsel's final-approval briefing will include information supporting the fee percentage requested, a lodestar cross-check, declarations describing the time and burdens borne by the class representatives, itemized actual litigation costs, and a declaration from Apex regarding its work and costs. *See* Decl. Berzin, ¶¶ 10–11, 26–83. The Notice of Settlement will identify the amounts requested so that Class Members can assess and comment on them. *See* Exhibit F; *see also In re Heritage Bond Litig*., 2005 WL 1594403, *21 (C.D. Cal. 2005) (absence of objections to fees may bear on reasonableness).

VIII. CONCLUSION

For the foregoing reasons, the Court should preliminarily and conditionally certify the class for settlement purposes, preliminarily approve the proposed class action and PAGA settlement, approve the proposed notice and administration procedures, and set a final approval hearing. The proposed order is submitted concurrently with this Motion. Plaintiffs also ask the Court to consider the signed MOU and the supporting declarations and exhibits in evaluating the settlement as a whole.

Dated: November 16, 2026

EMPLOYEE & CONSUMER ADVOCATES OF NORTHERN CALIFORNIA PC

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