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14 *the Putative Class, and all Aggrieved Employees*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF IMPERIAL**

17 ISABEL SANCHEZ, individually, on
18 behalf of herself, all those similarly
19 situated, and all Aggrieved Employees,

20 Plaintiff,

21 vs.

22 AGRO PACK LLC, a California limited
23 liability company; and
24 DOES 1 through 100, inclusive,

25 Defendants.

Case No.: ECU002547

[Assigned to Hon. L. Brooks Anderholt]

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

Concurrently filed with:

- (1) **DECLARATION OF JOHN A. VAN HOOK;**
- (2) **DECLARATION OF ADRIAN C. BYRNE**
- (3) **DECLARATION OF KEVIN LEE**
- (4) **PROPOSED ORDER**

Date: January 25, 2024

Time: 8:30 a.m.

Dept.: 9

Judge: Hon. L. Brooks Anderholt

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

2 PLEASE TAKE NOTICE THAT on January 25, 2024, at 8:30 a.m., or as soon
3 thereafter as the matter may be heard before the Honorable L. Brooks Anderholt in Department
4 9 of the above-entitled Court, located at 939 W. Main Street, El Centro, CA 92243, Plaintiff
5 and proposed Class Representative Isabel Sanchez, on behalf of herself, the Settlement Class
6 Members, and the Aggrieved Employees, will and hereby does move the Court for entry of an
7 Order granting final approval of the class and representative action settlement, which received
8 preliminary approval on September 27, 2023.

9 The Motion is based on this Notice of Motion and Motion for Final Approval; the
10 accompanying Memorandum of Points and Authorities, the Declarations of John A. Van Hook,
11 Adrian C. Byrne, and Kevin Lee (and their respective exhibits); and on such further oral and
12 documentary evidence which may be submitted or the Court may receive, and on the complete
13 files and records in this action.

14 Plaintiff has concurrently filed a separate motion for attorney's fees and costs, payment
15 of settlement administration costs, and an enhancement to the Class Representative.

16
17 Dated: January 2, 2024

VAN HOOK LAW FIRM
THE BYRNE LAW GROUP



John A. Van Hook

Adrian C. Byrne

Attorneys for Plaintiff Isabel Sanchez, the
Settlement Class Members, and all
Aggrieved Employees

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1 California at any time during the period from four (4) years prior to the filing of this action,
2 plus any additional time during which the statutes of limitation for the causes of action herein
3 were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency
4 Rules Related to COVID-19, through final judgment.’ (See generally Complaint; Van Hook
5 Decl., ¶ 2.)

6 On October 20, 2022, Plaintiff submitted a notice to the Labor and Workforce
7 Development Agency (“LWDA”) giving notice of her allegations pursuant to the California
8 Labor Code Private Attorneys General Act of 2004, Labor Code §2698, et seq. (“PAGA”).
9 (See Van Hook Decl., ¶ 3.) On December 20, 2022, Plaintiff filed a First Amended Complaint,
10 adding a cause of action for civil penalties under PAGA. (See generally First Amended
11 Complaint; Van Hook Decl., ¶ 4.)

12 Plaintiff’s primary theories of liability were: (1) that Defendant did not accurately
13 record the time worked by Plaintiff and the putative class members/aggrieved employees,
14 resulting in unpaid wages (including overtime wages), and (2) that Defendant did not provide
15 meal periods in compliance with California law. Based on these primary theories of liability,
16 Plaintiff sought unpaid wages, statutory penalties (including penalties for itemized wage
17 statement violations and “waiting time” penalties), and civil penalties pursuant to PAGA.

18 Defendant has vigorously contested the merits of these claims and allegations – and
19 continues to do so. Defendant has argued that, absent a settlement, Plaintiff would be unable to
20 obtain class certification on some or all of her claims, and that Plaintiff’s representative PAGA
21 claims would unmanageable. Defendant argued that any such violations were individualized,
22 and contrary to Defendant’s stated policies and procedures. (See Van Hook Decl., ¶ 5.) While
23 Plaintiff disputes these arguments, they nonetheless highlight the uncertainty in these claims
24 and the litigation if this case had not settled. Further, given the high turnover and transitory
25 employment of most of the Settlement Class Members, Plaintiff may have faced significant
26 hurdles obtaining the witnesses needed to successfully try these claims. (See Van Hook Decl., ¶
27 6.)

1 **B. Litigation and Settlement Negotiations**

2 After the filing of Plaintiff’s First Amended Complaint, the Parties began to explore the
3 possibility of early resolution and agreed to participate in private mediation. (*See* Van Hook
4 Decl., ¶ 7.) Prior to mediation, the Parties engaged in substantial informal discovery and
5 exchanges of information, including Defendant providing to Plaintiff data regarding the
6 putative class (*e.g.*, the number of putative class members, the number of putative aggrieved
7 employees, the number of workweeks worked during the respective claim periods, and the
8 average hourly rate, etc.), and a class data spreadsheet containing over 475,000 entries and a
9 significant sampling of documentation including wage statements and time records for the
10 putative class and putative aggrieved employees, and company policies and procedures
11 applicable to the claim periods. (*See id.*)

12 Defendant’s records provided the means to readily identify the individuals that worked
13 for them and that provided labor to specific growers. To aid the settlement negotiations and the
14 manageability of a potential settlement, the Parties agreed to limit the scope of the settlement
15 negotiations to those putative class members that worked for one or more of the Growers for
16 which Plaintiff also worked.

17 Plaintiff’s counsel also had multiple conferences with Defendant’s counsel about the
18 information provided by Defendant. Plaintiff’s counsel also conducted substantial
19 investigations of their own, meeting extensively with Plaintiff, and reviewing the information
20 supplied. (*See* Van Hook Decl., ¶ 9.)

21 On July 3, 2023, the Parties participated in a full-day private mediation with
22 experienced employment and class action mediator, Hon. Patrick O’Hara (Ret.) Despite the
23 Parties’ and mediator’s best efforts, after a full day of intensive, arms-length negotiations, the
24 matter did not resolve on the day of the mediation. Several days later, after further
25 negotiations, the mediator made a mediator’s proposal, which both Parties accepted.
26 Subsequently, the Parties negotiated a Memorandum of Understanding (“MOU”). On August
27 31, 2023, the Parties finalized the terms of the Settlement Stipulation. (*See* Van Hook Decl. ¶
28 11.)

1 **C. The Court Grants Preliminary Approval and Notice is Provided to**
2 **Settlement Class Members.**

3 On September 1, 2023, Plaintiff filed her Motion for Preliminary Approval of the Class
4 and Representative Settlement. That same day, Plaintiff submitted the proposed settlement,
5 including the Settlement Stipulation, to the LWDA.

6 On September 27, 2023, this Court granted Plaintiff's Motion for Preliminary
7 Approval. (*See* Van Hook Decl., ¶ 17.)

8 Although the Settlement Stipulation, preliminary approval motion and preliminary
9 approval order were submitted to the LWDA, the LWDA has not objected or otherwise
10 commented on the terms of the settlement. (*See* Van Hook Decl., ¶ 29.)

11 As part of the Court's Preliminary Approval Order, the Court: (1) provisionally
12 certified the settlement class pursuant to Code of Civil Procedure § 382, (2) provisionally
13 appointed Plaintiff Isabel Sanchez as class representative, (3) provisionally appointed John A.
14 Van Hook of Van Hook Law Firm and Adrian C. Byrne of The Byrne Law Group, as Class
15 Counsel, and (4) appointed Phoenix Settlement Administrators ("PSA") to administer the
16 settlement.

17 Although the Class Notice initially was due to be mailed on or about October 25, 2023,
18 Plaintiff provided Defendant with several extensions to allow Defendant to obtain additional
19 addresses and other information identified as missing for various Settlement Class Members.
20 (*See* Van Hook Decl., ¶ 19.) Defendant ultimately provided the administrator with a class
21 database that comprised 3,778 Settlement Class Members (significantly less than the pre-
22 mediation estimate of 6,989 individuals). (*See* Declaration of Kevin Lee ["Lee Decl."], ¶ 3.)
23 These Settlement Class Members had a total of 11,408 workweeks during the relevant time
24 period (also substantially less than the pre-mediation estimate of more than 50,000
25 workweeks). (Lee Decl., ¶ 11.) The reduced Settlement Class size and workweek total
26 represents an even better deal for each Settlement Class Member, as the settlement value is not
27 reduced based on the smaller class size. (*See* Van Hook Decl., ¶ 20.)

28 On November 17, 2023, PSA conducted a National Change of Address search to obtain
the most accurate and updated address information. PSA then mailed the class notice,

translated into English and Spanish, to the updated Class list, via U.S. first class mail. (Lee Decl., ¶ 5.)

PSA subsequently remailed 84 notice packets that had been returned as undeliverable, with updated addresses. (*See* Lee Decl., ¶ 6.)

The Notice notified the class members of the number of workweeks they had during the relevant time period and their estimated share of the settlement. The Notice also informed class members how they could dispute their workweek dates of employment if they believed the information provided to PSA was incorrect, and explained how they could opt out from the settlement and how to object to the settlement. (*See* Lee Decl. ¶ 3, Exh. A).

PSA received **zero (0) objections** to any aspect of the settlement. (*See* Lee Decl. ¶ 9.).

PSA received **zero (0) disputes** regarding the workweek figures provided by Defendant. (*See* Lee Decl. ¶ 10.).

PSA received only **one (1) request for exclusion** from the settlement. (*See* Lee Decl., ¶ 8.)

There are three thousand seven hundred seventy-seven (3,777) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Settlement Class Members, representing 99.97% of the Class. (*See* Lee Decl., ¶ 11.)

The LWDA has not objected to, or otherwise commented on, the PAGA portion of the settlement. (*See* Van Hook Decl., ¶ 29.)

III. SUMMARY OF THE SETTLEMENT TERMS

The Settlement Stipulation provides that Agro Pack will pay a total of \$462,500.00 (the “Gross Settlement Fund”), as a non-reversionary settlement fund to settle the claims in this action. In addition to the payment of the Gross Settlement Fund, Defendant shall also separately pay any employer-side payroll taxes that may be due because of the settlement payments. From the Gross Settlement Fund of \$462,500, the following amounts will be paid, subject to this Court’s final approval:

- Class Counsel’s attorney’s fees of \$154,000;
- Class Counsel’s out-of-pocket litigation expenses in the amount of \$4,000;

- Settlement administration expenses of \$38,500;
- Class representative enhancement award to Plaintiff of \$2,500; and
- PAGA penalties of \$25,000, of which \$18,750 shall be paid to the LWDA (75% of the \$25,000 PAGA settlement), and the remaining distributed pro rata among the Aggrieved Employees. (*See* Van Hook Decl., ¶ 12.)

The Gross Settlement Amount, minus these payments identified above, is the Net Settlement Fund. Accordingly, assuming these amounts are approved by the Court, the Net Settlement Fund (including the \$6,250.00 in PAGA penalties paid to Aggrieved Employees) would be \$244,750.00. (*See* Lee Decl. ¶ 13.).

The Net Settlement Fund would be distributed to Class Members based on their number of workweeks during the Class Settlement Period (September 13, 2018, through to the date of Preliminary Approval). (*See* Van Hook Decl., ¶ 13.)

The actual workweek total according to Defendant's database was substantially smaller than the workweek estimates used to negotiate the settlement. This means that the workweek value in the settlement, calculated at \$20.91 per workweek, is substantially higher than the estimate used at the mediation and the preliminary approval stage. (Lee Decl., ¶ 11.) In short, this settlement is an even better deal for the Settlement Class Members than anticipated. Preliminary Approval). (*See* Van Hook Decl., ¶ 20.)

IV. FINAL APPROVAL OF THE SETTLEMENT IS APPROPRIATE

A. Legal Standards

The law favors settlement, particularly in class actions where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. *See, e.g., Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 273, 277-281; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 53. If this litigation were to continue, the expenses of litigation could easily outweigh the amounts at issue in the case.

Both class actions and representative actions, however, may not be settled without court approval. California Labor Code § 2699(1)(2). The decision to approve or reject a proposed

1 settlement is committed to the trial court’s sound discretion. *Wershba v. Apple Computer, Inc.*
2 (2001) 91 Cal.App.4th 224, 234-235. In reviewing class settlements, trial courts have broad
3 powers to determine whether the proposed settlement is fair under the circumstances of the
4 case. *Id.*; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1138. To grant
5 preliminary approval of a class settlement, the Court need find only that the settlement falls
6 within the range of possible final approval and thus whether notice to the class of the
7 settlement’s terms and the scheduling of a fairness hearing are worthwhile. *See, e.g.,*
8 *4 Newberg on Class Actions (“Newberg”) § 11.25; Wershba*, 91 Cal.App.4th at pp. 234-235.

9 To make this fairness determination, courts consider several relevant factors, including
10 the following: “the strength of the plaintiffs’ case, the risk, expense, complexity and likely
11 duration of further litigation, the risk of maintaining class action status through trial, the
12 amount offered in settlement, the extent of discovery completed and the stage of the
13 proceedings, [and] the experience and views of counsel . . .” *Kullar v. Foot Locker Retail, Inc.*
14 (2008) 168 Cal.App.4th 116, 128, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
15 1801; *see also In re Microsoft Cases I-V* (2006) 135 Cal.App.4th 706, 723. Furthermore, courts
16 must give “due regard . . . to what is otherwise a private consensual agreement between the
17 parties.” The inquiry “must be limited to the extent necessary to reach a reasoned judgment
18 that the agreement is not the product of fraud or overreaching by, or collusion between, the
19 negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to
20 all concerned.” *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
21 Cal.App.4th 1135, 1145 citations omitted).

22 The court, however, has an obligation to “independently satisfy . . . itself that the
23 consideration being received for the release of the class members’ claims is reasonable in light
24 of the strengths and weaknesses of the claims and the risks of the particular litigation.” *Kullar*,
25 168 Cal.App.4th at p. 129. The record before the court must contain “information sufficient
26 for the court to intelligently evaluate the adequacy of the settlement.” *Id.*; *see also Clark v.*
27 *American Residential Services LLC* (2009) 175 Cal.App.4th 785, 801 (citing *Kullar*). The
28 *Kullar* Court stated further that “it is the court that bears the responsibility to ensure that the

1 recovery represents a reasonable compromise, given the magnitude and apparent merit of the
2 claims being released, discounted by the risks and expenses of attempting to establish and
3 collect on those claims by pursuing the litigation.” *Id.*

4 A “presumption of fairness exists where (1) the settlement is reached through arms-
5 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court
6 to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
7 objectors is small.” *Kullar*, 168 Cal.App.4th at p. 128. *See also Cellphone Termination Fee*
8 *Cases* (2010) 186 Cal.App.4th 1380, 1389-1390.

9 Each of these criteria is satisfied and supports the grant of final approval.

10 **B. The Settlement Is The Product Of Serious, Informed, Arms-Length**
11 **Negotiations Conducted by Experienced Counsel.**

12 The Settlement Stipulation was the result of intensive, arm’s-length negotiations
13 between experienced attorneys who are familiar with class and representative action litigation
14 in general and with the legal and factual issues of this case in particular. The Parties
15 participated in a full-day private mediation with experienced class and representative action
16 mediator, Hon. Patrick O’Hara (Ret.) Although the case did not settle at the mediation, the
17 mediator continued to work with the Parties in the days that followed, ultimately making a
18 mediator’s proposal that both parties accepted. (*See Van Hook Decl.*, ¶¶ 10-11.)

19 **C. Investigation and Discovery Permitted Counsel to Adequately Assess the**
20 **Claims and the Various Risks with the Litigation.**

21 Prior to mediation, the Parties engaged in substantial informal discovery and exchanges
22 of information, including Defendant providing to Plaintiff data regarding the putative class
23 (e.g., the number of putative class members, the number of putative aggrieved employees, the
24 number of workweeks worked during the respective claim periods, and the average hourly rate,
25 etc.), and a class data spreadsheet containing over 475,000 entries and a significant sampling of
26 documentation including wage statements and time records for the putative class and putative
27 aggrieved employees, and company policies and procedures applicable to the claim periods.
28 (*See Van Hook Decl.*, ¶ 7.)

The Parties’ informal discovery and exchanges permitted Class Counsel to evaluate the

1 strengths, weaknesses, and challenges to the various aspects of Plaintiff's substantive claims,
2 the ability of Plaintiff to obtain class certification if it were challenged in further litigation, and
3 the challenges in trying and prevailing on class and representative claims. (*See Van Hook Decl.*
4 ¶ 6.)

5 **D. Class Counsel is Highly Experienced in Wage and Hour and Class**
6 **Litigation.**

7 Plaintiff's Counsel is experienced in the litigation, certification, and settlement of
8 wage-and-hour cases, including class and representative PAGA actions similar to this case.
9 (*See Van Hook Decl.*, ¶¶ 24-26; Declaration of Adrian C. Byrne ["Byrne Decl."], ¶ 4.) Based
10 on their experience litigating similar cases, Plaintiff's Counsel fully support this settlement as
11 fair and as providing reasonable relief to the Class Members. (*See Van Hook Decl.*, ¶ 27;
12 Byrne Decl., ¶ 12.)

13 **E. The Absence of Any Objections to the Settlement Supports Final Approval.**

14 Courts also look to the extent of objections in evaluating a class settlement. *Kullar*, 168
15 Cal.App.4th at p. 128. Here, zero (0) Settlement Class Members objected to any aspect of the
16 settlement. (*See Lee Decl.* ¶ 9.). The uniformly positive response to the settlement further
17 demonstrates its fairness and supports final approval. (*See Van Hook Decl.*, ¶ 27.)

18 **F. The Settlement Provides Substantial Relief for Class Members.**

19 Although Plaintiff would face substantial opposition in certifying a class and proving
20 the merits of the claims on a class-wide basis, this settlement requires Defendant to pay a total
21 of \$462,500 to settle this case, in addition to the amounts to be paid Defendant as the
22 employer's share of payroll taxes. The Settlement Stipulation allows Settlement Class
23 Members to achieve a significant recovery, quickly and without the risk that claims may not
24 prevail. The settlement provides a recovery of \$20.91 for each eligible workweek, and a total
25 payment of up to \$1,003.51 per Settlement Class Member. Given the transient nature of the
26 workforce and consequently very high turnover among the Settlement Class Members, most
27 individuals had worked only a few workweeks. This further supports certification and approval
28 of the settlement, as most individuals would not have the incentive or means to pursue small

monetary claims against Defendant.

Moreover, in contrast to class action settlements that require class members to submit claim forms or other documentation, which impose obstacles to obtain payment, the Settlement Stipulation does not require any action by Settlement Class Members in order to obtain their recovery. Class Members do not need to do anything to receive payment. The settlement also does not permit any reversion to Defendant of unclaimed funds or uncashed checks.

Given the risks in certifying a class through trial, the risks in not being able to prevail on some or all of the claims asserted, the delays and costs of further litigation, the recovery provided by the Settlement Stipulation is fair, adequate, and reasonable. In short, it is an excellent outcome for the Settlement Class.

V. FINAL CERTIFICATION OF THE CLASS IS APPROPRIATE

Plaintiff respectfully requests that the Court certify the proposed Settlement Class, which was provisionally certified at the preliminary approval stage. As described below, and as discussed in more detail in Plaintiff's preliminary approval motion, all of the requirements for class certification are satisfied.

A. The Requirements For Class Certification Are Met Here.

Plaintiff seeks certification of the following Settlement Class for settlement purposes: means all individuals who worked for Defendant in the State of California as hourly and/or piece rate employees at any time during the Class Period, and who worked at one or more of the following five growers: (1) Five Crowns, Inc., (2) E. Schaffner Packing Co., (3) Bro-Quali Harvest, Inc., (4) Sunterra Produce Traders, Inc., and (5) Betteravia Farms, LLC (collectively, the "Growers").

Defendant stipulates to the certification of this Class for settlement purposes only so that the litigation may be fully resolved efficiently and in the interests of all Parties. In doing so, Defendant does not waive its arguments regarding class certification should the Settlement Stipulation not become final.

Class certification is appropriate when the class is ascertainable and there is "a well-defined community of interest in the questions of law and fact involved affecting the parties to

1 be represented.” Code Civ. Proc. § 382; *Dunk, supra*, 48 Cal.App.4th at p. 1806. Section 382’s
2 requirements effectively mirror those of FRCP 23: numerosity, typicality of the class
3 representatives’ claims, adequacy of representation, predominance of common issues, and
4 superiority. *See* Fed. R. Civ. P. 23(a); *Hanlon v. Chrysler Group* (9th Cir. 1998) 150 F.3d
5 1011, 1019. As discussed below, all requirements of certification for settlement purposes are
6 met.

7 **B. The Proposed Settlement Class is Ascertainable.**

8 The proposed Settlement Class is easily ascertainable. Defendant’s employment records
9 provided the means to readily identify the individuals that worked as hourly-paid or non-
10 exempt employees in the State of California during the relevant time period. As such,
11 Defendant already has ascertained those individuals, identifying 3,778 current and former
12 employees meeting the Settlement Class definition. (*See* Lee Decl., ¶ 3.) This meets the
13 definition for an ascertainable class. *See Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926,
14 932 (“class members are ‘ascertainable’ where they may be readily identified without
15 unreasonable expense or time by reference to official records”).

16 **C. The Proposed Settlement Class Is Sufficiently Numerous.**

17 The numerosity requirement is met if the proposed class is so large that joinder of all
18 members would be impracticable. Code Civ. Proc. § 382. Defendant’s records show that the
19 Settlement Class is composed of approximately 3,778 members, with 3,777 participating in the
20 settlement. (*See* Lee Decl., ¶¶ 3, 11.) It would be highly impracticable to join this number of
21 claimants without the class action device. As a result, the numerosity requirement is satisfied.
22 *See Collins v. Rocha* (1972) 7 Cal.3d 232, 234.

23 **D. The Commonality Requirement Is Met.**

24 The commonality requirement is met if there are questions of law or fact common to
25 the class. *See Sav-On v. Superior Court* (2004) 34 Cal.4th at 326-27. Commonality requires
26 only that common legal or factual questions predominate, not that all issues in the litigation are
27 identical. *Id.* at 328, 332-33. Common questions here include, without limitation:
28

- Whether Defendant failed to pay the class members for all hours worked;
- Whether Defendant knew or should have known that the class members worked over eight (8) hours per day or forty (40) hours per week, but failed to pay them for those overtime hours;
- Whether Defendant failed to provide the class members with legally compliant meal periods;
- Whether Defendant paid the class members all wages owed at the time of separation;
- Whether Defendant's conduct was willful; and
- Whether Defendant "knowingly and intentionally" failed to provide class members with accurate itemized wage statements.

Particularly in the settlement context, class resolution is superior to other available methods of adjudication. *See Hanlon*, 150 F.3d at p. 1023; *Dunk*, 48 Cal.App.4th at p. 1807, fn. 19. Here, the only alternative methods of adjudication would be to resort to repetitive individual cases relying on the same facts and legal argument, amounting to a waste of judicial resources. *See Sav-On Drug Stores*, 34 Cal.4th at 340; *Bell v. Farmers Insurance Exchange* (2004) 115 Cal.App.4th 715, 745. Moreover, use of the class device here will provide relief for many of Defendant's hourly or non-exempt employees who are unwilling or unable to file individual suits, including those whose claims may be too small to warrant an individual suit.

E. The Typicality Requirement is Satisfied.

The typicality requirement is met if the claims of the named representatives are similar to those of the Class, though "they need not be substantially identical." *See Classen v. Weller* (1983) 145 Cal. App. 3d 27, 46-47. The claims of the Plaintiff are typical of the Class because they arise from the same factual bases and are based on the same legal theories. *See Caro v. Procter & Gamble Co.* (1993) 18 Cal.App.4th 644, 663-64 (typicality equates to membership in the proposed class). Plaintiff, who worked as an hourly employee for Defendant, providing services to the various Growers at issue, had similar work experiences and suffered the same alleged violations as the Settlement Class Members. (*See Van Hook Decl.*, ¶ 28.) Plaintiff's claims arise from the same set of facts and legal theories as the Settlement Class Member's

1 claims, and as such, satisfy the typicality requirement.

2 **F. Common Issues Predominate.**

3 Certification is appropriate when common questions of law and fact predominate over
4 individual questions and when the use of the class device is superior to individual litigation.
5 *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. When assessing predominance
6 and superiority, courts may consider whether the class will be certified for settlement purposes
7 only, rendering trial manageability irrelevant. *Amchem Products v. Windsor* (1997) 521 U.S.
8 591, 620. The analysis of predominance focuses on whether the proposed class is sufficiently
9 cohesive to warrant adjudication on a class-wide basis. *Hanlon*, 150 F.3d at p. 1022.

10 The proposed Class here is sufficiently cohesive because Class Members share a
11 “common nucleus of facts and potential legal remedies.” *Id.* The numerous common issues
12 identified above far outweigh potential individualized claims or defenses.

13 **G. Class Adjudication Is the Superior Means to Resolve These Claims**

14 Particularly in the settlement context, class resolution is superior to other available
15 methods of adjudication. *See Hanlon*, 150 F.3d at p. 1023; *Dunk*, 48 Cal.App.4th at p. 1807,
16 fn. 19. As discussed *infra*, the alternative methods of adjudication are repetitive individual
17 cases relying on the same facts and legal argument, amounting to a waste of judicial resources.
18 *See Sav-On Drug Stores v. Superior Court* (2004) 34 Cal.4th 319, 340; *Bell v. Farmers*
19 *Insurance Exchange* (2004) 115 Cal.App.4th 715, 745. Use of the class device here will
20 provide class-wide redress for many of Defendant’s hourly paid or non-exempt employees who
21 are unwilling or unable to file individual suits, including those whose claims may be too small
22 to warrant an individual suit. For these reasons, a class action settlement is the preferred
23 method of resolution of the Settlement Class Members’ claims.

24 **H. The Adequacy Requirement is Met.**

25 The class representative, through qualified counsel, must be able to “vigorously and
26 tenaciously” protect class interests. *Simons v. Horowitz* (1984) 151 Cal.App.3d 834, 846. The
27 adequacy requirement is met here because: (1) Plaintiff is represented by counsel who is
28 qualified to conduct this litigation; and (2) Plaintiff’s interests are aligned with those of the

1 class. *See McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 487.

2 Class Counsel, John A. Van Hook of Van Hook Law Firm and Adrian C. Byrne of The
3 Byrne Law Group, have extensive experience with class and representative PAGA litigation,
4 and with the litigation of the wage and hour issues in this case. (*See* Van Hook Decl., ¶¶ 24-26;
5 Byrne Decl. ¶ 4.) Class Counsel is therefore “qualified, experienced and generally able to
6 conduct the proposed litigation.” *Miller v. Woods* (1983) 148 Cal.App.3d 862, 875.

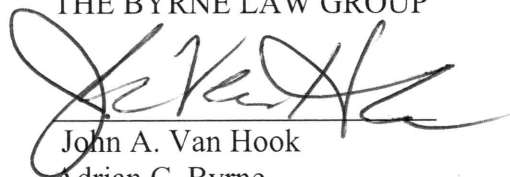
7 Second, Plaintiff’s interests are co-extensive with those of the Settlement Class. Given
8 the near identical nature of their claims, Plaintiff’s interests in obtaining the best recovery
9 possible for the Settlement Class are fully aligned with the Settlement Class’s interests.
10 Plaintiff has agreed to serve as Class Representative, despite the risks and burdens associated
11 with this, and has no claims inconsistent with the interests of the class. (*See* Van Hook Decl., ¶
12 28.) Plaintiff has also substantially assisted Plaintiff’s counsel at every stage, including before
13 the commencement of the litigation, the investigation and analysis of these claims, in
14 preparation and following the mediation, and in the negotiation of the terms of the Settlement
15 Stipulation. *Id.* The proposed Class Representative and proposed Class Counsel are adequate.

16 **VI. CONCLUSION**

17 For the foregoing reasons, Plaintiff respectfully requests that the Court grant final
18 approval to the proposed Settlement Stipulation, and direct the Parties and Settlement
19 Administrator to take all steps necessary to effectuate its terms.

20 Dated: January 2, 2024

VAN HOOK LAW FIRM
THE BYRNE LAW GROUP

21 

22 John A. Van Hook
23 Adrian C. Byrne
24 Attorneys for Plaintiff Isabel Sanchez,
25 the Settlement Class Members, and the
26 Aggrieved Employees
27
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