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

MARCOS PEREZ and BRIAN S. GONZALEZ,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PACIFIC AG RENTALS, LLC, a limited liability
company; STAR SANITATION, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 25CV002953

CLASS AND REPRESENTATIVE ACTION

**PLAINTIFFS' 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 Marcos Perez, the Declaration
of Brian S. Gonzalez, the Declaration of Sean
Hartranft, and [Proposed] Preliminary
Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: November 6, 2026

Time: 8:32 a.m.

Dept.: 15

Judge: Hon. Thomas W. Wills

Action Filed: June 10, 2025

Trial Date: Not set

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

2 PLEASE TAKE NOTICE that on November 6, 2026 at 8:32 a.m. in Department 15 of this
3 Court located at 1200 Aguajito Road, Monterey, California 93940 pursuant to Code of Civil Procedure
4 section 382 and California Rules of Court, rule 3.769 *et seq.*, Plaintiff Marcos Perez (“Plaintiff Perez”)
5 and Plaintiff Brian S. Gonzalez (“Plaintiff Gonzalez”, together with Plaintiff Perez, the “Plaintiffs”)
6 will, and hereby do, move the Court for an order granting preliminary approval of the proposed class
7 action settlement between Plaintiffs and Defendants Pacific AG Rentals, LLC and Star Sanitation, LLC
8 . Specifically, Plaintiffs move the Court for an order:

- 9 1. Granting preliminary approval of the Joint Stipulation of Class and Representative Action
10 Settlement Agreement;
11 2. Certifying a Class, for settlement purposes only;
12 3. Approving the Class Notice and plan for its distribution;
13 4. Appointing Plaintiffs as the Class Representatives, for settlement purposes only;
14 5. Appointing Moon Law Group, PC as Class Counsel, for settlement purposes only;
15 6. Appointing APEX Class Action Administration as the Administrator; and
16 7. Setting a Final Approval Hearing at least 120 days from the date of preliminary approval.

17 The motion will be based upon this notice, the attached memorandum of points and authorities,
18 the supporting declarations and attachments thereto, the record and files in this action, and any other
19 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 27, 2026

MOON LAW GROUP, PC

24 By: _____

25 Kane Moon
26 Allen Feghali
27 Enzo Nabiev
28 Jason Kwak
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Marcos Perez (“Plaintiff Perez”) and Plaintiff Brian S. Gonzalez (“Plaintiff Gonzalez”, together with Plaintiff Perez, the “Plaintiffs”) seek preliminary approval of a proposed \$500,000.00 non-reversionary, wage-and-hour class action settlement (the “Settlement”) with Defendant Pacific AG Rentals, LLC (“Defendant PAR”) and Defendant Star Sanitation, LLC, (“Defendant Star”, together with Defendant PAR, the “Defendants”) (together with Plaintiffs, the “Parties”). The Settlement will provide substantial monetary payments to an estimated 271 Class Members who worked an estimated aggregate of 18,210 Workweeks, of which roughly 218 are Aggrieved Employees who worked an estimated aggregate of 5,610 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, Lonnie D. Giamela, Esq. Accordingly, Plaintiffs request 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. Plaintiffs’ 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 Plaintiffs’ Motion for Preliminary Approval of Class and Representative Action Settlement [“Moon Decl.”], ¶ 2.) Plaintiffs seek to represent a combined class consisting of: (a) all current and former hourly-paid, non-exempt employees who worked for Defendant Star in California at any time during the Star Class Period (the “Star Sanitation Settlement Class”); and (b) all current and former hourly-paid, non-exempt employees of Defendant PAR who worked for Pacific AG Rentals, in California at any time during the PAR Class Period (the “PAR Settlement Class”), as set forth in the Joint Stipulation of Class and Representative

1 Action Settlement Agreement (the “Settlement”). (*Id.*)

2 Defendant PAR is an agricultural vehicle and equipment rental that operates throughout
3 California. (*Id.* at ¶ 3.) Defendant Star is a wholly owned subsidiary of Defendant PAR and operates
4 out of the same location, and rents out portable restrooms, and temporary fencing for use at construction
5 sites, agricultural fields, residential areas, and special events. (*Id.*) Defendants employed Plaintiffs and
6 other non-exempt, hourly-paid employees during the Class Period. (*Id.*) Plaintiff Perez worked for
7 Defendants in a non-exempt, hourly-paid position from approximately February 5, 2021, to July 28,
8 2025, as a foreman, supervisor, and general worker. (Declaration of Plaintiff Marcos Perez in Support
9 of Approval of Class and Representative Action Settlement [“Perez Decl.”], ¶ 2.) Plaintiff Gonzalez
10 worked for Defendants in a non-exempt, hourly-paid position from approximately October 8, 2018, to
11 February 20, 2026, as a foreman and general worker. (Declaration of Plaintiff Brian S. Gonzalez in
12 Support of Approval of Class and Representative Action Settlement [“Gonzalez Decl.”], ¶ 2.) Plaintiffs
13 contend that they and their coworkers were subjected to the same unlawful labor practices, including
14 failure to pay wages for all hours worked. (*Id.* at ¶ 6; Perez Decl., ¶ 6; Moon Decl., ¶ 3.)

15 Plaintiffs’ claim for unpaid minimum and overtime wages stem from allegations that
16 Defendants failed to compensate Plaintiffs and others for off-the-clock work and failed to incorporate
17 all remuneration into employees’ regular rate of pay for purposes of paying overtime, meal premium,
18 or sick pay. (Moon Decl., ¶ 4.) Plaintiffs’ meal and rest period claims are based on allegations that due
19 to the nature of their work, Class Members’ breaks were often short, late, interrupted, and sometimes
20 missed altogether, and that Defendants did not pay all premium wages for non-compliant breaks. (*Id.*)
21 Plaintiffs further bring a claim for unreimbursed necessary business expenses based on allegations that
22 Class Members were required to use their personal cellphone for work purposes, and purchase
23 items, such as water. (*Id.*) Finally, Plaintiffs also bring derivative claims for waiting time penalties,
24 wage statement violations, unfair business practices, and civil penalties under PAGA. (*Id.*)

25 Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff
26 Perez filed a class action on June 10, 2025, against Defendant PAR, which alleges Defendant PAR
27 systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed
28 to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary

1 business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate
2 itemized wage statements, and (8) engaged in unfair business practices. (*Id.* at ¶ 5.)

3 Pursuant to PAGA, on June 7, 2025 and April 16, 2026, Plaintiff Perez and Plaintiff Gonzalez,
4 respectively, gave written notices to the California Labor and Workforce Development Agency (the
5 “LWDA”) of the alleged Labor Code violations, with certified mail service on Defendants, and paid
6 the required filing fee. (*Id.* at ¶ 6, Ex. 2.) On August 22, 2025, Plaintiff Perez timely filed a First
7 Amended Class and Representative Action Complaint to add a ninth cause of action for civil penalties
8 under PAGA. (*Id.* at ¶ 6.) On May 15, 2026, Defendant Star was added as named defendant via
9 Amendment to Complaint by Substitution. (*Id.*) Pursuant to Court order and the Parties’ agreement, on
10 May 8, 2026, Plaintiffs filed a Second Amended Class and Representative Action Complaint
11 (“Operative Complaint”), adding Brian S. Gonzalez as a named Plaintiff. (*Id.*) In compliance with
12 Labor Code section 2699(s)(1), Plaintiffs subsequently submitted to the LWDA a file-stamped copy of
13 the Operative Complaint containing the Court-assigned case number. (*Id.*) To date, the LWDA has not
14 indicated its intent to investigate the alleged violations or intervene in this Action. (*Id.*)

15 Defendants ardently oppose the merits of this case and deny Plaintiffs’ factual allegations. (*Id.*
16 at ¶ 7.) Defendants assert that they complied with all of their compensation obligations, including
17 compensating Class Members for any and all off-the-clock work and overtime work, and therefore,
18 Plaintiffs and other Class Members were paid all wages owed. (*Id.*) Defendants argue that they did not
19 fail to incorporate any non-discretionary bonuses into the regular rate of pay for purposes of paying
20 overtime, meal premium, or sick pay, and that the remunerations at issue were discretionary bonuses.
21 (*Id.*) Defendants maintain compliance with all of their meal and rest period obligations. (*Id.*)
22 Defendants assert that they complied with all of their reimbursement obligations, and that Plaintiffs
23 and other employees were compensated for any and all business expenses necessarily incurred. (*Id.*)
24 To the extent employees received wage statements that were allegedly inaccurate, Defendants assert
25 employees suffered no actual damage or harm as a result. (*Id.*; *See, e.g., Angeles v. U.S. Airways, Inc.*
26 (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A plaintiff must adequately
27 plead an injury arising from an employer’s failure to provide full and accurate wage statements, and
28 the omission of the required information alone is not sufficient.”].) With respect to Plaintiffs’ claim for

1 waiting time penalties, Defendants allege their good-faith belief that they paid all wages precludes the
2 imposition of waiting time penalties since Plaintiffs cannot prove Defendants' alleged failure to pay all
3 final wages at the time of separation was "willful." (Moon Decl., ¶ 7; *See, e.g., Pedroza v. PetSmart,*
4 *Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these
5 reasons, among others, Defendants deny all of Plaintiffs' claims and allegations, and further claims
6 they did not engage in any unfair business practices and deny liability under PAGA. (Moon Decl., ¶ 7.)
7 Defendants also maintain that the claims are improper for class treatment, in part, due to the
8 individualized and testimony-intensive nature of the wage claims that could bar class certification or
9 significantly reduce Defendants' overall liability. (*Id.*)

10 **B. Discovery and Investigation**

11 The Parties agreed to mediate this action with Lonnie D. Giamela, Esq., an experienced class
12 and PAGA action mediator. (*Id.* at ¶ 8.) In preparation for mediation, the Parties agreed to a protocol
13 for an informal production of documents and information before mediation. (*Id.*) Prior to mediation,
14 Plaintiffs obtained from Defendants, through informal discovery, documents and data that were
15 necessary and helpful to evaluate the claims asserted in this action. (*Id.*) Defendants produced a
16 statistically sound sample of time and pay records for approximately 31% of the putative Class,
17 Plaintiffs' personnel file and time and pay records, and Defendants' written employment policies and
18 employee handbook in effect during the Combined Class Period. (*Id.*) Defendants also provided
19 information regarding the estimated number of current and formerly employed Class Members,
20 Aggrieved Employees, and PAGA Pay Periods. (*Id.*)

21 In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed all the information
22 Defendants provided, including the sample records and documents regarding Defendants' wage-and-
23 hour policies. (*Id.* at ¶ 9.) Plaintiffs' Counsel retained a statistics expert to analyze the sample records
24 and prepare a damage analysis prior to the mediation. (*Id.*) The sample time and pay records analyzed
25 contained 30,655 actual shifts worked (representing roughly 36% of total shifts worked in the Class
26 Period), which allowed Plaintiffs' expert to prepare an analysis with a high degree of certainty. (*Id.*) In
27 conjunction with their extensive factual investigation, Plaintiffs' Counsel also investigated the
28 applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly, Plaintiffs'

1 Counsel was able to evaluate the probability of class certification, success on the merits, and
2 Defendants’ maximum and realistic monetary exposure for all claims. (*Id.*) Thus, Plaintiffs’ and their
3 Counsel’s familiarity with the facts of the case and the legal issues raised by the pleadings allowed
4 them to act intelligently in negotiating the Settlement. (*Id.*)

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

6 On May 28, 2026, the Parties participated in a full day of private mediation with Lonnie D.
7 Giamela, Esq. (*Id.* at ¶ 10.) The negotiations were at arm’s-length and, although conducted in a
8 professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore the
9 potential for a settlement of the dispute, but each side was also prepared to litigate their position through
10 trial and appeal if a settlement had not been reached. (*Id.*) After a full discussion regarding the strengths
11 and weaknesses of Plaintiffs’ claims and Defendants’ defenses and with the assistance of the mediator,
12 the Parties reached a resolution, the material terms of which are set out in the Settlement. (*Id.*, Ex. 1.)

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

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

18 Under the Settlement, Defendants will pay a non-reversionary amount of **\$500,000.00** (“GSA”) to
19 resolve this action. (Settlement, ¶ 3.1.) Defendants will separately pay its employer-side payroll taxes
20 owed on the Wage Portion of Individual Class Payments. (*Id.*) Other key terms of the Settlement are
21 outlined in the counsel declaration submitted concurrently herewith. (Moon Decl., ¶¶ 12–30.) The
22 proposed Settlement Administrator—APEX Class Action Administration—was jointly selected by the
23 Parties based on its bid of \$7,990.00. (*Id.* at ¶ 16, Ex. 5; Settlement, ¶¶ 1.2, 7.1.)

24 The Combined Settlement Class is defined as consisting of (a) all current and former hourly-
25 paid, non-exempt employees who worked for Defendant Star, in California at any time during the Star
26 Class Period from June 10, 2021 through August 15, 2026 (the "Star Sanitation Settlement Class"); and
27 (b) all current and former hourly-paid, non-exempt employees of Defendant PAR, who worked for
28 Defendant PAR, in California at any time during the PAR Class Period from January 5, 2025, through

1 August 15, 2026 (the "PAR Settlement Class"). (*Id.* at ¶¶ 1.6, 1.14-1.16.) "Aggrieved Employees" is
2 defined as all current and former hourly-paid, non-exempt employees of Defendants who worked for
3 Defendants in California at any time during the PAGA Period from June 10, 2024, through August 15,
4 2026. (*Id.* at ¶¶ 1.4, 1.38.) The Settlement allocates \$25,000.00 from the GSA for settlement of the
5 Released PAGA Claims, which will be distributed 65% (\$16,250.00) to the LWDA and 35%
6 (\$8,750.00) to Aggrieved Employees pursuant to PAGA law governing Plaintiffs' claims. (*Id.* at ¶¶
7 1.37, 3.2.5.) Each Aggrieved Employee will be entitled to a pro rata share of the 35% share of the
8 PAGA Penalties directly proportional to their number of PAGA Pay Periods worked during the PAGA
9 Period. (*Id.* at ¶ 3.2.5.a.) This results in an average Individual PAGA Payment of roughly **\$40.14** for
10 each of the estimated 218 Aggrieved Employees (\$8,750.00 / 218), and a PAGA Pay Period value of
11 roughly **\$1.56** for each of the 5,610 estimated Pay Periods in the PAGA Period (\$8,750.00 / 5,610).
12 (Moon Decl., ¶ 18.)

13 The Net Settlement Amount is the Gross Settlement Amount, less the following payments in
14 amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class
15 Representative Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs
16 Payment, and Administration Expenses Payment. (Settlement ¶ 3.1.) The remainder is to be paid to
17 Participating Class Members through Individual Class Payments. (*Id.*) Accordingly, the Net Settlement
18 Amount will be *no less than* **\$260,343.33** for an estimated Class of **271 individuals**.¹ (Moon Decl., ¶
19 19.) Each Class Member who does not opt-out will be entitled to a pro rata share of the Net Settlement
20 Amount that is directly proportional to the number of Workweeks worked during the Class Period.
21 (Settlement, ¶ 3.2.4.) The estimated **\$260,343.33** Net Settlement Amount results in an average
22 Individual Class Payment of roughly **\$960.68** for each of the estimated 271 Class Members
23
24
25

26 ¹ The Net Settlement Amount was calculated by deducting the following from the \$500,000.00
27 GSA: \$7,500.00 each for the Class Representative Enhancement Awards, up to \$7,990.00 for the
28 Administration Expenses Payment, \$25,000.00 for the PAGA Penalties to the LWDA and Aggrieved
Employees, \$166,666.67 for the Class Counsel Fees Payment, and up to \$25,000.00 for the Class
Counsel Litigation Costs Payment. (Moon Decl., ¶ 19, n.1; Settlement, ¶¶ 3.2–3.2.5.)

1 (\$260,343.33 / 271),² and a Workweek value of roughly **\$14.30** for each of the 18,210 estimated
2 Workweeks in the Class Period (\$260,343.33 / 18,210). (Moon Decl., ¶ 21.)

3 The Parties represent that they are not aware of any other pending matter or action asserting
4 claims that will be extinguished or affected by the Settlement. (Settlement, ¶ 2.11.)

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

6 The law favors the settlement of lawsuits, particularly in class actions and other complex cases.
7 (*See, e.g., Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 272, 277–81.) To prevent fraud, collusion,
8 or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v. Ford Motor*
9 *Co.* (1996) 48 Cal.App.4th 1794, 1800–01 [citing authority omitted].) To approve a settlement, the
10 Court must find “the settlement is fair, adequate, and reasonable.” (*Id.*) This Court has wide discretion
11 in making this determination. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness,
12 adequacy, and reasonableness are presumed, as here, when: “(1) the settlement is reached through
13 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court
14 to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
15 is small.” (*Dunk*, 48 Cal.App.4th at p. 1802 [citing Newberg, Newberg on Class Actions (3rd ed. 1992)
16 § 11.41].)

17 In evaluating a settlement, the trial court considers the following factors: (1) the strength of
18 plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk
19 of maintaining class action status through trial; (4) the settlement amount offered; (5) the extent of
20 discovery completed and the stage of the proceedings; (6) counsel’s experience and views; (7) the
21 presence of a governmental participant; and (8) the class members’ reaction to the proposed settlement.
22 (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) To approve a class action
23 settlement, “the court must satisfy itself that the class settlement is within the ‘ballpark’ of
24 reasonableness.” (*Id.* at p. 133.) The record need not contain an explicit statement of the maximum
25

26
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. (Moon Decl., ¶ 21, n.2; 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 theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–
2 09 [holding that *Kullar* does not require “an explicit statement of the maximum amount the plaintiff
3 class could recover if it prevailed on all its claims,” but instead, only an “understanding of the amount
4 that is in controversy and the realistic range of outcomes of the litigation”].)

5 As discussed below, Plaintiffs’ Counsel have provided materials and information exceeding the
6 threshold required for this Court to conclude the Settlement is fair, reasonable, and adequate.

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

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

11 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
12 evidence to the contrary is offered. (Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.51.)
13 Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super. Ct.*
14 (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that
15 the plaintiff might have received more if the case had been fully litigated is no reason not to approve
16 the settlement.”].) Thus, there is a presumption here that negotiations were conducted in good faith.

17 Here, Plaintiffs’ Counsel have conducted a thorough investigation into the facts of this case
18 (Moon Decl., ¶ 31.) As previously noted, the Settlement at issue was reached through arm’s-length
19 negotiations, private mediation, and the assistance of a statistics expert. (*Id.*) Based on Defendants’
20 informal class-wide discovery production, on Plaintiffs’ Counsel independent investigation and
21 evaluation, and on their extensive experience in wage-and-hour litigation, Plaintiffs’ Counsel are of the
22 opinion that the proposed Settlement is fair, reasonable, and adequate. (*Id.*)

23 Based on Plaintiffs’ Counsel’s review of the time, payroll, and additional data provided by
24 Defendants, on Plaintiffs’ expert’s analysis of the sample records provided by Defendants, and on
25 information from Plaintiffs, Plaintiffs’ Counsel evaluated the estimated maximum and risk-adjusted
26 exposure that Defendants faced. (*Id.* at ¶ 32.) Specifically, based on the information provided for
27 mediation, the total estimated **realistic recovery** (adjusted for risks at certification and proof on the
28 merits) for the alleged claims, including penalties, is estimated to be **\$610,579.49**. (Moon Decl., ¶¶ 32,

39.) This amount was calculated as follows: **\$20,082.75** (75% discount) for the regular rate claim; **\$83,287.70** (90% discount) for the off-the-clock work claim; **\$158,369.38** (75% discount) for the meal period claim; **\$229,575.42** (90% discount) for the rest period claim; **\$9,105.00** (90% discount) for the unreimbursed business expenses claim; **\$38,509.25** (95% discount) for the waiting time penalties claim; **\$43,600.00** (95% discount) for the wage statement claim; and **\$28,050.00** (95% discount) for the PAGA penalties claim. (*Id.* at ¶¶ 32–38.) The foregoing discounts were based on the evidence presented for mediation and arguments made during arm’s-length settlement negotiations. (*Id.*)

The \$500,000.00 gross settlement figure represents roughly 81.9% of the total realistic recovery. (*Id.* at ¶ 39.) This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything. (*Id.*)

2. The Class Settlement Is Fair Considering the Parties’ Respective Positions and Significant Risks to Certification and Proof on the Merits

A settlement is not judged against what a plaintiff might recover had he prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent and necessary in the settlement process . . . even if ‘the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,’ this is no bar to a class settlement because ‘the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.’”] [quoting *Air Line Stewards v. Am. Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101, 109].)

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

1 The Settlement obviates the significant risk that this Court may deny certification of all or some
2 of Plaintiffs' claims. (*Id.* at ¶ 43.) Plaintiffs' Counsel took into account the risk of not prevailing at trial
3 due to low or no participation by Class Members. (*Id.*) Indeed, the individualized and testimony-
4 intensive nature of the claims could bar manageability of the representative claims or otherwise
5 significantly reduce any recovery whatsoever. (*Id.*) For example, the rest period and unreimbursed
6 expense claims are testimony-driven claims and assume a 100% violation rate, which would not likely
7 be demonstrated at trial, as it assumes either the participation of a majority or all employees (which
8 would be difficult given the reality that many, if not all, employees would be unwilling to participate
9 due to fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which
10 would still require the participation of a majority of employees to establish a sound representation of
11 all non-exempts). (*Id.*) Even assuming employees would be willing to participate, obtaining
12 declarations would potentially reveal that each individual employee had a different experience. (*Id.*)

13 Furthermore, even if Plaintiffs were able to pursue their claims on a class-wide basis and obtain
14 certification of all or some of the claims, continued litigation would be expensive, involving a trial and
15 possible appeals, and would substantially delay and reduce any recovery by the Class. (*Id.* at ¶ 44.)
16 Although the Parties have engaged in a significant amount of investigation, informal discovery, and
17 class-wide data analysis, they have not conducted formal discovery. (*Id.*) Moreover, preparation for
18 class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake
19 of a disputed class certification ruling for Plaintiffs and/or any summary judgment ruling. (*Id.*) As a
20 result, the Parties would incur considerably more attorneys' fees and costs through trial. (*Id.*) In sum,
21 this Settlement avoids the risks, burdens, and the accompanying expense of further litigation. (*Id.*)

22 The proposed \$500,000.00 Settlement represents a substantial recovery when compared to the
23 reasonably forecasted recovery for the Class. (*Id.* at ¶ 45) When considering the risks of litigation, the
24 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
25 the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness,
26 and that preliminary settlement approval is appropriate. (*Id.*; (*Kullar, supra*, 168 Cal.App.4th at p. 133;
27 *see Munoz, supra*, 186 Cal.App.4th at pp. 408–09.)
28

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

3 With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
4 PAGA’s dual statutory purposes of deterrence and punishment, on the one hand, and providing
5 Aggrieved Employees with genuine and meaningful relief, on the other. (Moon Decl., ¶ 40; Lab. Code
6 §§ 2698, *et seq.*) As a result of this litigation, Defendants have to hire legal counsel, engage in informal
7 class-wide discovery, and participate in mediation. (Moon Decl., ¶ 40 Defendants will also have to pay
8 civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (*Id.*;
9 Settlement, ¶ 3.2.5.) Not including its own attorneys’ fees and costs as well as the employer’s share of
10 payroll taxes, Defendants will pay \$500,000.00 to resolve this matter—of which \$25,000.00 is allocated
11 toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 65%
12 (\$16,250.00) to the LWDA and 35% (\$8,750.00) to Aggrieved Employees—and the release obtained
13 under the Settlement does not preclude Aggrieved Employees from pursuing any individual claims they
14 may have against Defendants or the other Released Parties. (Moon Decl., ¶ 40.)

15 Moreover, Plaintiffs’ Counsel are of the opinion that because the issues here are fairly contested,
16 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the
17 merits due to the largely discretionary nature of awarding PAGA penalties. (*Id.*) Indeed, under PAGA,
18 a Court can reduce penalties “if, based on the facts and circumstances of the particular case, to do
19 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (Lab. Code
20 § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at the discretion
21 of the Court and subject to a substantial reduction. (Moon Decl., ¶ 40.) Further, Plaintiffs’ Counsel took
22 into account the risk of not being able to proceed on a representative basis due to the potential
23 manageability issues and that even if Plaintiffs prevailed at trial, penalties would likely be limited due
24 to the largely discretionary nature of awarding PAGA penalties and in light of other defenses available
25 to Defendants. (*Id.* at ¶ 41.) Thus, it is entirely possible that even if Plaintiffs would be successful at
26 trial, assuming they are first able to certify the claims and defeat the manageability issues presented at
27 litigation, Plaintiffs could be awarded substantially less than what was obtained through the Settlement.
28 (*Id.*)

1 In sum, the \$25,000.00 PAGA Penalties allocation under the Settlement constitutes “genuine
2 and meaningful” relief that is “consistent with the underlying purpose of the statute to benefit the
3 public.” (*See O’Connor v. Uber Tech., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133–35 [denying
4 settlement approval where allocation for PAGA claims was 0.1% of the estimated full worth].)

5 **4. Plaintiffs’ Counsel Have Extensive Experience in Class and PAGA Action**
6 **Litigation, Which Was Integral to Negotiating the Settlement**

7 The Settlement negotiations were conducted by highly capable counsel with considerable
8 experience and demonstrated competence with litigating wage-and-hour class actions. (Moon Decl., ¶¶
9 50–69.) Plaintiffs’ Counsel have a strong record of vigorous and effective advocacy for their clients
10 and are experienced in handling complex wage-and-hour class action litigation. (*Id.*) Their experience
11 was helpful in assessing the reasonableness of the Settlement at issue here, and from this experience
12 they concluded that this litigation could not have been settled on better terms than provided under the
13 Settlement. (*Id.* at ¶ 70.) Although Plaintiffs and their counsel were prepared to try the claims alleged
14 in the litigation, they support the proposed Settlement as being in the best interest of the Class based
15 on objective evidence that has been considered and weighed against the risks, expenses, and time
16 consumption to both sides of continued litigation. (*Id.* at ¶¶ 10, 31.)

17 **B. The Proposed Attorneys’ Fees and Costs Are Reasonable**

18 Subject to the Court’s approval, the Settlement provides a fee application of one-third of the
19 Gross Settlement Amount, currently estimated to be \$166,666.67, and litigation costs up to
20 \$25,000.00.³ (Settlement, ¶ 3.2.2.) These amounts are disclosed to Class Members in the proposed
21 Class Notice and are reasonable. (*Id.* at Ex. A.)

22 **1. Counsel Request a Fees Award Based On the “Common Fund” Method**

23 California courts have long awarded attorneys’ fees as a percentage of the benefit created by
24 counsel in pursuing claims on behalf of a class. (*See, e.g., Serrano v. Priest* (1977) 20 Cal.3d 25.) The
25 California Supreme Court has held, “when a number of persons are entitled in common to a specific
26

27
28 ³ Plaintiffs’ Counsel’s current litigation costs are \$14,038.43, and they anticipate incurring
additional costs up to final approval. (Moon Decl., ¶¶ 15, 77, Ex. 4.)

1 fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or
2 preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.”
3 (*Id.* at p. 34.)

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

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

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

26 According to a leading treatise on class actions: “No general rule can be articulated on what is
27 a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable
28 fee award from a common fund in order to assure that the fees do not consume a disproportionate part

1 of the recovery obtained for the class, although somewhat larger percentages are not unprecedented.”
2 (Newberg, Newberg on Class Actions (3rd ed. 1992) § 14.03.) Attorneys’ fees that are fifty percent of
3 the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in
4 cases where the settlement is relatively small. (*Id.*; see also *Van Vranken v. Atlantic Richfield Co.* (N.D.
5 Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases where 30–50% was awarded involved
6 “smaller” settlement funds of under \$10 million].)

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

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

14 Labor Code sections 218.5, 226, 1194, 2699, and 2802 provide for the recovery of reasonable
15 fees and costs of suit, for the claims made in this action. (Lab. Code §§ 218.5, 226, 1194, 2699(k)(1),
16 2802(d).) Under these sections, Plaintiffs would be permitted to recover his actual attorneys’ fees, even
17 if those fees were larger than the total class recovery at the conclusion of this case. (*Id.*) This Settlement
18 is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and
19 resources facing Defendants while at the same time rewarding Plaintiffs’ Counsel for their decision to
20 assume risk by taking on this matter on a contingent basis with no guarantee of recovery. (Moon Decl.,
21 ¶¶ 73–76.) In fact, prosecution of this action involved significant financial risk for Plaintiffs’ Counsel.
22 (*Id.*) Once Plaintiffs’ Counsel undertook this litigation, they committed to pursue it to its conclusion,
23 placing their fiduciary duty to the Class ahead of all other concerns. (*Id.* at ¶ 75.)

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

25 As demonstrated by their past experience in pursuing class actions on behalf of consumers and
26 employees, Plaintiffs’ Counsel possess considerable expertise in litigating class actions. (*Id.* at ¶¶ 50–
27 69.) Plaintiffs’ Counsel have been involved as lead counsel or co-counsel in numerous class actions
28 that resulted in millions in recovery. (*Id.*) As noted above, their experience in wage-and-hour litigation

1 was integral in evaluating the strengths and weaknesses of the case against Defendants and the
2 reasonableness of the Settlement. (*Id.* at ¶ 70.) Practice in the narrow field of wage-and-hour litigation
3 requires skill and knowledge concerning the rapidly evolving substantive law (state and federal) as well
4 as the procedural law of class action litigation. (*Id.* at ¶ 68.) Based on these and other factors, Plaintiffs’
5 Counsel have frequently received fee awards of this percentage from the gross recovery for the class.
6 (*See id.* at ¶¶ 54, 59.) Because it is reasonable to compensate counsel commensurate with their skill,
7 reputation, and experience, the requested fee award is supported here.

8 **C. The Enhancement Awards to Plaintiffs Are Reasonable**

9 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
10 compensate them for the expense or risk they have incurred in conferring a benefit on other members
11 of the class.” (*Munoz, supra*, 186 Cal.App.4th at p. 412.) Courts routinely grant approval of class action
12 settlement agreements containing enhancements for the class representatives, which are necessary to
13 provide incentive to represent the class and are appropriate given the benefit the class representatives
14 help to bring about for the class. (*See Rodriguez v. W. Publ’g Corp.* (9th Cir. 2009) 563 F.3d 948, 958–
15 59.) Service awards are particularly important to plaintiffs in wage-and-hour cases because they
16 promote the important public policies underlying the wage-and-hour laws. This strong policy is
17 codified in California Labor Code section 90.5, which provides, “[i]t is the policy of this state to
18 vigorously enforce minimum labor standards in order to ensure employees are not required or permitted
19 to work under substandard unlawful conditions . . .” (Lab. Code § 90.5.) Nonetheless, the California
20 Supreme Court has noted that “retaliation against employees for asserting statutory rights under the
21 Labor Code is widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v.*
22 *Super. Ct.* (2007) 42 Cal.4th 443, 460–61.) In this context, class representatives should be rewarded for
23 assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.*
24 (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

25 Under the Settlement here, subject to the Court’s approval, Class Representative Enhancement
26 Awards of \$7,500.00 each will go to Plaintiffs, in addition to the Individual Class and PAGA Payments
27 that Plaintiffs are eligible to receive. (Settlement, ¶ 3.2.1.) This award is in exchange for a general
28 release, and in recognition of having initiated the Action, provided services in support thereof, and

1 incurred risks inherent in the role of named Plaintiffs. (*Id.* at ¶ 1.18.) Plaintiffs have devoted a great deal
2 of time and work assisting counsel in the case and communicated with counsel frequently for litigation
3 and to prepare for mediation. (Moon Decl., ¶¶ 46–49; Perez Decl., ¶¶ 11–21; Gonzalez Decl., ¶¶ 11–
4 21.) The requested award is fair and reasonable, particularly considering the substantial benefits
5 Plaintiffs generated for all Class Members. (Moon Decl., ¶ 46–49.)

6 When compared with the amounts awarded in typical class action cases, the amount requested
7 here is particularly reasonable. A 2006 study examining the average incentive award given to class
8 action plaintiffs from 1993 to 2002 found that the “average award per class representative was \$15,992
9 and the median award per class representative was \$4357.” (Eisenberg & Miller, *Incentive Awards to*
10 *Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303, 1307–08.) The same study
11 found that named plaintiffs in employment discrimination class actions received an average award of
12 \$69,850 and a median award of \$31,081, while named plaintiffs in other employment class actions
13 received an average award of \$12,121 and a median award of \$13,059. (*Id.* at p. 1333.) The authors of
14 the study found that higher awards in employment cases reflected the “courts’ wish to make
15 representative plaintiffs whole by compensating them for the high costs of their service to the class,
16 including risks of stigmatization or retaliation on the job.” (*Id.* at p. 1308.)

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

18 **A. Legal Standard**

19 The proposed Settlement Class is well suited for class certification. The claims all derive from
20 a core set of alleged violations of California’s wage and hour laws and regulations. (Moon Decl., ¶¶ 4–
21 5.) For the reasons set forth more fully below, the Class, for purposes of Settlement, satisfies the
22 prerequisites for certification under Code of Civil Procedure section 382. (Code Civ. Proc. § 382.)
23 Section 382 provides that “when the question is one of a common or general interest, of many persons,
24 or when the parties are numerous, and it is impracticable to bring them all before the court, one or more
25 may sue or defend for the benefit of all.” (*Id.*) There are two requirements to section 382: “(1) there
26 must be an ascertainable class[]; and (2) there must be a well defined community of interest in the
27 questions of law and fact involved affecting the parties to be represented.” (*Daar v. Yellow Cab Co.*
28 (1967) 67 Cal. 2d 695, 704 [internal citations omitted].) To clarify these requirements, the California

1 Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the community-of-
2 interest requirement itself embodies three factors: “(1) predominant common questions of law or fact;
3 (2) class representatives with claims or defenses typical of the class; and (3) class representatives who
4 can adequately represent the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal. 3d 462, 470.)

5 California law and policy favor the fullest and most flexible use of the class action device. (*Id.*
6 at pp. 469–73.) Indeed, “Courts long have acknowledged the importance of class actions as a means to
7 prevent a failure of justice in our judicial system” particularly where the rights of consumers are at
8 issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to the appropriateness of
9 class treatment should be resolved in favor of certification. (*Richmond, supra*, 29 Cal.3d at pp. 473–
10 75.)

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

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

13 When determining whether a class is ascertainable, California courts focus on the following
14 three factors: “(1) the class definition, (2) the size of the class and (3) the means of identifying class
15 members.” (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Here, Plaintiffs maintain there is an
16 easily ascertainable Class, defined by objective and precise criteria. (Settlement, ¶¶ 1.6, 1.14-1.16.) The
17 proposed Class that Plaintiffs seek to represent is ascertainable because (1) the Class definition is
18 sufficiently precise, (2) the Class consists of about 271 individuals, and (3) Class Members can be
19 readily identified by Defendants’ records. (*Id.*) Because Class Members are identified using specific
20 criteria in the regular business records of Defendant—their employment by Defendant in California,
21 non-exempt classification, hourly wage, and actual work during the Class Period—the Class is
22 ascertainable. (*See Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959–60 [class membership
23 defined by ownership of product that is the subject of the lawsuit is sufficient to make the class
24 ascertainable].) “The requirement of Code of Civil Procedure section 382 that there be ‘many’ parties
25 to a class action suit is indefinite and has been construed liberally.” (*Rose v. City of Hayward* (1981)
26 126 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’ persons, an action may
27 be maintained as a class action even where the parties are numerous and it is in fact practicable to join
28 them all.” (*Id.*) “No set number is required as a matter of law for the maintenance of a class action.”

(*Id.*) “Thus, our Supreme Court has upheld a class representing the 10 beneficiaries of a trust in an action for removal of the trustees.” (*Id.* [citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d 574]; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a class of 9 plaintiffs and 35 members].) Therefore, numerosity is plainly satisfied.

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

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

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

3. Plaintiffs’ Claims Are Typical of the Claims of the Class

The typicality requirement does not focus on the individual characteristics or circumstances of the representative plaintiff compared to those of the remainder of the class, but rather, upon the

1 typicality of the proposed representative’s claims as they relate to the defendant’s conduct and
2 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 [“The only requirements are [sic] that
3 common questions of law and fact *predominate* and that the class representative be *similarly* situated”
4 vis-à-vis the class.] [emphasis in original].) A representative plaintiff’s claims are typical of the class
5 if they arise from the same event, practice, or course of conduct, and if the claims rest on the same legal
6 theories. (*Id.*) That is precisely the case here. Plaintiffs are former employees of Defendants and allege
7 they were subjected to the same policies and practices as other similarly situated employees. (Perez
8 Decl., ¶¶ 2–6; Gonzalez Decl., ¶¶ 2–6.)

9 **4. Plaintiffs and Their Counsel Meet the Adequacy Requirement**

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

14 Here, all requirements are met. Plaintiffs retained counsel with extensive experience in
15 prosecuting complex class actions, including similar class actions that previously settled. (Moon Decl.,
16 ¶¶ 50–69.) Based on their experience, Plaintiffs’ Counsel unquestionably are “qualified, experienced
17 and generally able to conduct the proposed litigation.” (*Miller, supra*, 148 Cal.App.3d at p. 874.)
18 Plaintiffs have, with counsel, litigated this case and diligently reviewed the settlement terms, showing
19 dedication, and with full knowledge and acceptance of duties, they have committed to their role as
20 Class Representatives. (Perez Decl., ¶¶ 11–21; Gonzalez Decl., ¶¶ 11–21.) In addition, Plaintiffs and
21 their Counsel have no conflicts with one another, other Class Members, the proposed Administrator,
22 or the proposed *cy pres* recipient. (Perez Decl., ¶¶ 8–10; Gonzalez Decl., ¶¶ 8–10; Moon Decl., ¶ 71.)

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

24 Finally, in making its class certification decision, the Court must determine that a class action
25 would be superior to alternative means for the fair and efficient adjudication of the litigation. (*See*
26 *Leyva v. Medline Indus. Inc.* (9th Cir. 2013) 716 F.3d 510, 514–15.) By consolidating many potential
27 individual actions into a single proceeding, this Court’s use of the class action device enables it to
28 manage this litigation in a manner that serves the economics of time, effort, and expense for the litigants

1 and the judicial system. (*Id.*) Absent class treatment, similarly situated employees with small, but
2 nevertheless meritorious, claims for damages would, as a practical matter, have no means of redress
3 because of the time, effort, and expense required to prosecute individual actions. (*Id.* at p. 515; *Gentry*,
4 *supra*, 42 Cal.4th at pp. 457–62.) Moreover, in the context of settlement, the superiority concerns are
5 essentially non-existent. (*See generally, e.g., Stamburgh, supra*, 62 Cal.App.3d.)

6 **V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND AND**
7 **SATISFIES RULES OF COURT**

8 Class Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
9 rule 3.766(e)–(f), rule 3.769(f).) Here, the proposed Class Notice, in the form attached to the Settlement
10 as **Exhibit A**, meets all the requirements of California Rules of Court. The Class Notice summarizes
11 the proceedings to date and the terms and conditions of the proposed Settlement in an informative and
12 coherent manner. (Settlement, ¶ 7.3.2, Ex. A.) It also states that the final approval decision has yet to
13 be made, and provides the date, time, and location of the Final Approval Hearing. (*Id.*) It explains the
14 right and procedures to opt-out or submit any written objections and/or arrange to appear at the Final
15 Approval Hearing and verbally state any objections. (Settlement, ¶ 7.4, 7.6-7.7.5.) It makes clear the
16 Settlement does not constitute an admission of liability by Defendants, who denies all liability, and it
17 recognizes that this Court has not ruled on the merits of the action. (*Id.*, Ex. A.) Thus, the proposed
18 Class Notice meets all the requirements of California Rule of Court 3.769(f). (Cal. Rules of Court, rule
19 3.769(f).)

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

23 California law vests the Court with broad discretion in fashioning an appropriate notice
24 program. (*Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 970, 973–74.) There is no statutory or due
25 process requirement that all class members receive actual notice, but in this matter, Class Members will
26 receive direct mailed notice, which is the best possible form of notice under the circumstances.
27 (Settlement, ¶ 7.3.2.) As the Court of Appeals has explained, “[t]he notice given should have a
28

1 reasonable chance of reaching a substantial percentage of the Class Members . . .” (*Cartt*, 50
2 Cal.App.3d at p. 974.)

3 **VI. CONCLUSION**

4 For the foregoing reasons, Plaintiffs respectfully request the Court grant this motion, enter the
5 proposed order submitted herewith regarding preliminary approval, and set a final approval hearing no
6 earlier than 120 days from the preliminary approval order.

7 Respectfully submitted,

8 Dated: August 27, 2026

MOON LAW GROUP, PC

9
10 By: _____

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Attorneys for Plaintiffs