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and the Settlement Class*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KRISTAL MORRIS, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SACRAMENTO BEHAVIORAL
HEALTHCARE HOSPITAL, LLC;
SIGNATURE HEALTHCARE SERVICES,
LLC; VILLA OAKS, LLC doing business as
VILLA OAKS – SANTA ROSA, LLC; VILLA
OAKS – ANAHEIM, LLC; VILLA OAKS –
AV, LLC; VILLA OAKS – BAKERSFIELD,
LLC; GREEN RIVER MANAGEMENT, LLC;
KEBOK – RANCHO ARROYO GRANDE,
LLC; VISTA LIFE PROPERTIES, LLC;
RIVERSIDE LIFE PROPERTIES, LLC;
ROSEVILLE LIFE PROPERTIES, LLC; SAN
JOSE LIFE PROPERTIES, LLC; LIVERMORE
LIFE PROPERTIES, LLC; SOON KIM, and
DOES 1 through 100, inclusive,

Defendants.

Case No. 34-2022-00330937

ASSIGNED FOR ALL PURPOSES TO
JUDGE LAURI DAMRELL

DEPARTMENT 22

CLASS ACTION

**NOTICE OF PLAINTIFFS' UNOPPOSED
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 2, 2025

Time: 9:00 a.m.

Dept: 22

Complaint Filed: December 6, 2022

TO ALL DEFENDANTS AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on May 2, 2025, at 9:00 a.m., or as soon thereafter as the matter may be heard, in Department 22 of the California Superior Court in and for Sacramento County, located at the Gordon D. Shaber Sacramento County Courthouse at 720 9th Street, Sacramento, CA 95814, Plaintiffs Kristal Morris, Amy Coronado, and Jonah Gojar will and hereby do move this Court pursuant to rule 3.769 of the California Rules of Court for an order granting preliminary approval of the proposed class action settlement filed herewith, conditionally certifying the proposed class, approving the form and manner of class notice, appointing a settlement administrator, and setting a hearing for final approval. Defendants do not oppose this motion.

This unopposed motion is based on this notice of motion, the accompanying memorandum of points and authorities, the declarations of Xinying Valerian; Dan Gildor, Hunter Pyle; Plaintiffs Kristal Morris, Amy Coronado, and Jonah Gojar; Joan Graff; and Denise Islas, as well as the pleadings, records, and papers on file in this action, and all other matter properly before this Court.

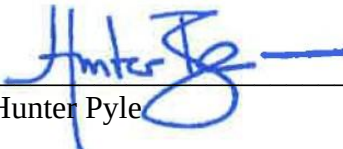
Pursuant to Local Rule 1.06 (A) of the Superior Court in and for Sacramento County, the Court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may be downloaded off the court's website. If a party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If a party requesting a hearing does not call the Court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

Respectfully submitted,

Dated: April 2, 2025

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By: 
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PROPERTIES, LLC; ROSEVILLE LIFE
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through 100, inclusive,

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Case No. 34-2022-00330937

ASSIGNED FOR ALL PURPOSES TO
JUDGE LAURI DAMRELL

DEPARTMENT 22

CLASS ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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1 **I. INTRODUCTION¹**

2 Plaintiffs Kristal Morris, Amy Coronado, and Jonah Gojar (“Plaintiffs”) hereby respectfully
3 request that the Court preliminarily approve the proposed \$2.3 million non-reversionary settlement of
4 the wage and hour class claims in this case (“the Settlement”).² The Court should grant Plaintiffs’
5 motion because the settlement is fair, adequate, and reasonable. The settlement was reached through
6 arm’s-length negotiations and will bring substantial monetary benefits to at least 435 class members. It
7 therefore provides an excellent result given the risks inherent in the claims.

8 For these reasons, as explained more fully below, Plaintiffs request that the Court grant
9 Plaintiffs’ motion, appoint Simpluris as the settlement administrator, direct that the proposed class
10 notice be issued per the proposed notice plan, and set a hearing for final approval.

11 **II. SUMMARY OF THE LITIGATION**

12 Plaintiff Morris has worked for defendant Sacramento Behavioral Healthcare Hospital (“SBHH”)
13 as a registered nurse and house supervisor since December 27, 2021. She filed this class action against
14 SBHH and the other defendants on December 6, 2022.³ (Declaration of Xinying Valerian [hereafter
15 “Valerian Decl.”], ¶ 3.) Plaintiff Morris amended her complaint on February 28, 2023, to add claims for
16 civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”). Plaintiff Morris then
17 conducted significant discovery leading to the filing of a motion for class certification in July 2024.

18 While the motion for class certification was pending, the Parties mediated the case on September
19 26, 2024, with Kevin Barnes, Esq. Although the Parties did not reach agreement at the mediation, they
20 eventually agreed to a mediator’s proposal in the weeks that followed. The Parties spent the next four
21 months reducing the agreement to the writing attached as Exhibit 1 to the Valerian Declaration
22 (“Settlement” or “SA”).

23 _____
24 ¹ Pursuant to Local Rule 2.99.05, moving counsel attest that they have reviewed the Checklist for
25 Approval of Class Action and/or Private Attorneys General Act (“PAGA”) Settlements and that this
26 brief complies with that checklist. (Declaration of Hunter Pyle [hereafter “Pyle Decl.”], ¶ 17.)

26 ² The claims asserted in the SAC pursuant to the Private Attorneys General Act (“PAGA”) will be
27 released without prejudice in light of the recently approved settlement of such claims in a related case.
(See, discussion, *infra*, pp. 6–7.)

28 ³ SBHH and the other Defendants are referred to herein as “Defendants.” Plaintiffs and Defendants are
referred to jointly as “the Parties.”

1 Plaintiffs Coronado and Gojar were added to this case by stipulation on March 13, 2025. Plaintiff
2 Coronado is a mental health worker who suffered damages a result of Defendants' meal and rest period
3 practices. Plaintiff Gojar is a former mental health worker who allegedly was not paid all wages owed at
4 the time her employment was terminated.

5 **III. SUMMARY OF SETTLEMENT TERMS**

6 **A. THE SETTLEMENT CLASS AND THE CLASS PERIOD**

7 The Settlement provides for provisional certification of the following class: all current and
8 former hourly registered nurses, licensed vocational nurses, licensed psychiatric technicians, and mental
9 health workers/technicians employed by SBHH in the Nursing Department from December 6, 2018,
10 through November 25, 2024. This is the same class that has been alleged since the case's inception.
11 (Valerian Decl., ¶ 6.)

12 The Class Period runs from December 6, 2018, through November 25, 2024. There are at least
13 435 class members who worked approximately 22,428 workweeks during the Class Period. (Valerian
14 Decl., ¶ 7.)

15 **B. MONETARY TERMS AND ESTIMATED RECOVERY**

16 The Settlement creates a non-reversionary common fund of \$2,300,000 to be allocated as follows
17 pursuant to Court approval: up to \$766,666 (33 ⅓ % of the common fund) as attorneys' fees, up to
18 \$75,000 as case costs, \$29,000 as service awards, and \$12,000 as administration costs. (SA, ¶¶ 3.1, 3.6.)
19 The remaining net settlement fund of \$1,417,334 will be distributed to class members who do not opt
20 out of the Settlement.

21 Participating class members will receive a share of the Settlement without having to file a claim
22 form. Their shares will be calculated pursuant to a formula that accounts for the differences in the hourly
23 rates within the class member positions, the class member's length of employment, and the risks—or
24 lack thereof—associated with the varying claims, including whether a class member is subject to an
25 arbitration agreement. (SA, ¶ 3.6(e).)

26 Plaintiffs estimate that class members will receive an average award of approximately \$5,338
27 using this allocation formula, with more than 85% of class members receiving at least \$1,000. More than
28 15% of the class—68 class members—will receive at least \$10,000. (Valerian Decl., ¶ 10.) Plaintiffs

1 estimate that each class member will receive an average of \$180 per week worked. (Valerian Decl.,
2 ¶ 11.)

3 Defendants are obligated to fund the Settlement by March 17, 2026. The additional time to fund
4 the Settlement was necessary given certain financial constraints and substantial settlement obligations in
5 other cases against Defendants. (SA, ¶ 4.2; Pyle Decl., ¶ 19.)

6 **C. DISMISSAL OF PAGA CLAIMS**

7 Two weeks after Plaintiff Morris filed her lawsuit, Jonathan Tejeda filed a lawsuit alleging
8 PAGA claims that overlap Plaintiff's claims. (See *Tejeda v. Sacramento Behavioral Healthcare*
9 *Hospital* (Super. Ct. Sacramento County, Case No. 34-2022-00332060-CU-OE-GDS).) The Court
10 approved the settlement in the *Tejeda* case on March 27, 2025, extinguishing the PAGA claims in the
11 present case. (Pyle Decl., ¶ 20.) Accordingly, the Settlement provides that the PAGA claims in the
12 present case be dismissed without prejudice. (SA, ¶ 5.1(a).)

13 **D. CLAIMS BEING SETTLED AND SCOPE OF RELEASE**

14 Section 5.1 of the Settlement provides for the following releases:

- 15 • Release by Plaintiffs: Plaintiffs will waive and generally release the Released Parties
16 from all claims, whether known or unknown, that each Plaintiff has or may have
17 against the Released Parties that arose on or prior to November 25, 2024. Plaintiffs will
also expressly waive the protections of Civil Code section 1542. (SA, ¶ 5.1(b) & (c).)
- 18 • Release by Participating Class Member: Participating Class Members will release
19 Defendants, their members, shareholders, directors, predecessors, successors, assigns,
20 insurers, reinsurers, officers, employees, supervisors, managers, agents and attorneys,
21 from **any and all claims within the Class Period based on the facts alleged in the**
Operative Complaint, including but not limited to claims for unpaid overtime, meal
22 and rest period violations, meal period premiums, rest period premiums, waiting time
penalties, and accurate and complete wage statements, or arising under Labor Code §§
23 201, 202, 203, 226, 226.7, 510, 512, 516, 1194, 1194.2, 1199 or Sections 11 and 12 of
the applicable IWC Wage Order. Participating Class Members do not release any other
24 claims, such as claims for vested benefits, wrongful termination, violation of the Fair
Employment and Housing Act, unemployment insurance, disability, social security,
25 workers' compensation, or claims based on facts occurring outside the Class Period.
(SA, ¶ 5.1(a).) (emphasis added.)

26 These releases will be effective on the date that the Settlement and all employer payroll taxes are
27 funded. As noted above, the PAGA claims will be dismissed without prejudice. Accordingly, the
28 Settlement does not release any PAGA claims.

1 **E. CALCULATION OF SETTLEMENT SHARES**

2 The formula for calculating individual class members’ settlement shares accounts for differences
3 between the strengths of the claims at issue, the hourly rates of the class members, the dates that class
4 members worked, and the fact that some class members have signed arbitration agreements. (SA, ¶ 3.6.)

5 First, in order to account for the varying strengths of the claims at issue, the formula allocates the
6 Net Settlement Amount⁴ as follows: 60% will be allocated to pay the alternative workweek overtime
7 claim, 30% to pay the meal and rest period claims, 5% to pay the wage statement claim, and 5% to pay
8 the waiting time penalty claim. (SA, ¶ 3.6(a).) This allocation reflects Plaintiffs’ assessment of the
9 relative strength and value of each claim based on the evidence that Plaintiffs gathered, with the
10 overtime claims representing the largest allocation because that claim presents the strongest claim with
11 the clearest liability. (Valerian Decl., ¶ 13.) At the same time, the meal and rest period claims face
12 greater proof challenges given potential waivers. (*Ibid.*) Finally, the waiting time penalties and wage
13 statement penalties face even greater proof challenges given Defendants’ good faith defense. (Valerian
14 Decl., ¶ 14.)

15 Each of these allocations will be distributed among the participating class members eligible to
16 obtain a share for the allocation. Only former employees will receive a share of the waiting time penalty
17 allocation. Only those class members employed under the invalid AWS will receive a share of the
18 overtime claim. And only those class members employed within the one-year statute of limitations for
19 wage statement penalties will receive a share of the wage statement allocation.

20 The amount to be distributed from each allocation for each participating class member will be
21 calculated as that class member’s proportionate share based on a workweek count adjusted for
22 differences in hourly rates and whether the class member is not subject to an arbitration agreement. To
23 start, the administrator will determine a base number of workweeks that each class member worked
24 during the relevant time periods for each claim: December 1, 2021–December 8, 2022, for the unpaid
25
26

27 ⁴ The Settlement defines the Net Settlement Amount as “the remainder of the Gross Settlement Amount
28 after deducting the following amounts approved by the Court: Class Representative Service Awards,
Class Counsel Fees, Class Counsel Expenses, and Administrator’s Expenses. The Net Settlement
Amount shall be paid to Class Members as Individual Class Payments.” (SA, ¶ 1.26.)

overtime claim;⁵ December 6, 2018–November 25, 2024, for the meal and rest period claims; and December 6, 2021–November 25, 2024, for the wage statement claims.⁶

Class members who are not subject to an arbitration agreement will have their base number of workweeks worked in each period multiplied by 1.27 to offset any potential diminishment in the value of their claims due to the presence in the settlement class of class members with arbitration agreements. (Declaration of Dan L. Gildor, ¶ 18.)

For the AWS and meal and rest period claims, the base number of workweeks in each period will also be multiplied by the class member’s last position’s average hourly rate as determined from Defendants’ payroll data. This adjustment ensures that the settlement distribution reflects the actual damages exposure for each class member for the AWS and meal and rest period claims.

Accordingly, for each of the AWS and meal and rest period claims, the administrator will divide each class member’s total number of workweeks adjusted for arbitration and hourly rate by the sum of all the participating class members’ total adjusted workweeks to determine each class member’s proportionate share. The waiting time allocation will be distributed in proportion to the class member’s last position’s hourly rate identified above as there is no workweek component for the penalties. Finally, the wage statement allocation will in turn be distributed in proportion to the arbitration adjusted workweeks for the eligible class members as there is no wage component for such penalties. The administrator will then add up each participating class member’s share of each claim to determine their total settlement amount.

By way of example, to calculate the settlement share attributable to the unpaid overtime claims in this case for a class member who worked as an RN, who did not sign an arbitration agreement, and who worked 40 weeks during the AWS time period, the administrator would multiply 40 x 1.27 x \$52.57.⁷ The administrator would then divide that value by the sum of these values for all class

⁵ This period accounts for less time than the other periods because the invalid AWS was only in effect between December 1, 2021, and December 8, 2022. (See *infra*, p. 15.)

⁶ There is no workweek count associated with the waiting time penalty calculation because the penalty is not determined based on workweeks but rather based on hourly rates alone.

⁷ \$52.57 is the average hourly wage for RNs during the Class Period.

members to calculate that class member's proportionate share of the amount of money allocated to the unpaid overtime claim.

The administrator would then multiply that class member's proportionate share by the amount allocated to the unpaid overtime claims (60% of the Net Settlement Amount).

The administrator would make similar calculations for each of the other claims. The sum of these calculations would then be that class member's share of the settlement.

F. SELECTION OF SETTLEMENT ADMINISTRATOR

The Settlement identifies Simpluris as the settlement administrator. (SA, ¶ 7.1.) Plaintiffs solicited bids from three potential administrators and obtained bids from two. (Valerian Decl., ¶ 15.) Simpluris has a track record of successfully administering complex class settlements, implements security procedures to protect class data, and provides sufficient insurance. (Declaration of Denise Islas in Support of Preliminary Approval of Class Action Settlement, ¶¶ 2-9.) Simpluris also submitted the lowest bid (\$12,000, fixed). (Valerian Decl., ¶ 16.)

G. NOTICE PROCESS AND PROCEDURES

The Parties have agreed upon both the language of the class notice and the notice procedure. (Valerian Decl., ¶ 17.) The Parties have also agreed that providing notice in English is sufficient because all class members are required to speak English as part of their job duties. (Declaration of Jonah Gojar [hereafter "Gojar Decl."], ¶ 16.)

The Settlement obligates Defendants to provide Simpluris within 14 days after preliminary approval a spreadsheet listing each class member's name, last-known mailing address, social security number, employee identification number, personal email address, cellphone number, employment status (current or former employee), job title(s), and the number of weeks the class member worked in the relevant time periods for each job title they held. (SA, ¶¶ 1.8, 4.1.) Simpluris will then send the class members the short form notice attached as Exhibit A to the Settlement via first-class mail and email within 14 days. (SA, ¶ 7.3(b).) Simpluris will also provide class member notice via text message.⁸ (*Ibid.*)

⁸ The proposed text message is: If you worked at the Sacramento Behavioral Healthcare Hospital as a registered nurse, a licensed vocational nurse or psychiatric technician, or a mental health worker or technician between December 6, 2018, and November 25, 2024, you may be eligible for benefits from a

1 Simpluris will update class member addresses using the National Change of Address database
2 before mailing the notice. (SA, ¶ 7.3(b).) Simpluris will re-mail returned notices after performing an
3 Address Search, including skip traces. (SA, ¶ 7.3(c).) Finally, Simpluris will post the long form notice
4 attached as Exhibit B to the Settlement on a website that it maintains (at
5 <https://MorrisvSBHHsettlement.com> or a similar URL), along with the time and date of the final
6 approval hearing, the settlement agreement, this motion for preliminary approval, and the operative
7 complaint. (SA, ¶ 7.7.) Simpluris will also post the motion for final approval, the motion for attorneys’
8 fees and costs, any final approval order, and amended judgment as they become available. (*Ibid.*)

9 The proposed notices are based on templates developed by the Impact Fund’s Class Notice
10 Project. (Valerian Decl., ¶ 18.) The short form notice includes the workweek data upon which the class
11 members’ settlement allocation will be based, an indication of their last job title, and whether they are
12 subject to an arbitration agreement. (SA, Ex. A.) The short form notice also directs the recipient to the
13 settlement website with a link and scannable QR code for the recipient to obtain more information about
14 the settlement, including the long form notice that further advises class members that they can object to
15 the settlement, contest the number of workweeks reported in Defendants’ data, opt out of the settlement,
16 or elect electronic payment, and tells class members how to do so. (SA, Ex. B.)

17 Class members will have 60 days to opt out of the Settlement, object to settlement, or challenge
18 their workweek allocation, with additional time for those with re-mailed notices. (SA, ¶¶ 7.4-7.5)
19 Objections, opt out requests, and workweek challenges will be sent to Simpluris. (SA, ¶¶ 7.4, 7.5.)
20 Simpluris will resolve all workweek challenges. (SA, ¶ 7.4.) Class Counsel will submit the objections to
21 the Court along with their motion for final approval. (SA, ¶ 7.1.)

22 Finally, the proposed notices notify class members that they can appear at the final approval
23 hearing by telephone or by Zoom, with instructions for each method of appearance. (Valerian Decl.,
24 ¶ 19; SA Exh. B, p. 6.)

25
26
27
28 class action settlement. Visit [website link] or call [toll-free number] for more information. Your notice
id was provided in the Notice that was mailed and/or emailed to you. (SA, ¶ 7.3(b).)

1 **H. UNCASHED CHECKS**

2 None of the gross settlement funds will revert to Defendants. (SA, ¶ 3.5.) Uncashed checks will
3 be donated to Legal Aid at Work (SA, ¶ 4.3(d)), a California-based nonprofit that provides legal aid to
4 low-income, working families, whose mission includes enforcing workplace protections through
5 education, litigation, and policy advocacy, or another cy pres beneficiary approved by the Court. Legal
6 Aid at Work is an IOLTA-qualified legal services provider. (Declaration of Joan Graff, ¶¶ 23-24.)
7 Plaintiffs do not have an interest in Legal Aid at Work, including its governance. (Pyle Decl., ¶ 21;
8 Valerian Decl., ¶ 20.)

9 **I. ATTORNEYS' FEES AND EXPENSES**

10 Plaintiffs will file a motion for an award of attorneys' fees in the amount of one-third of the gross
11 settlement amount and costs of no more than \$75,000 no later than 16 court days prior to the final
12 approval hearing set by the Court. (SA, ¶ 3.6(b).) Plaintiffs have incurred approximately \$1,200,000 in
13 attorneys' fees and approximately \$70,000 in costs as of March 31, 2025. (Valerian Decl., ¶ 30; Pyle
14 Decl., ¶ 22.) Plaintiffs anticipate that they will likely incur at least \$50,000 in additional fees and \$1,000
15 in additional costs in filing this motion, appearing at the hearing, filing the motion for motion for final
16 approval and a motion for attorneys' fees and costs, as well as other fees and costs incurred while
17 implementing the Settlement. (Valerian Decl., ¶ 33.)

18 **J. TAX TREATMENT**

19 Defendants will separately pay the employer's share of the taxes owed on the wage portions.
20 (SA, ¶ 3.1.) For tax purposes, the individual payments to class members will be allocated as follows:
21 (1) 40% to wages, to be reported on an IRS W-2 basis, (2) 50% to non-wage statutory penalties, to be
22 reported on an IRS Form 1099-MISC, and (3) 10% to interest, to be reported on an IRS Form 1099-
23 MISC. (SA, ¶ 3.6(d).) This allocation roughly tracks the proportion of these components in Plaintiffs'
24 damages model. (Valerian Decl., ¶ 21.)

25 **K. IMPACT ON OTHER PENDING LITIGATION**

26 The Parties, Class Counsel, and Defense Counsel represent that they are aware of two other
27 pending matters or actions asserting claims on a statewide and national basis that might be partially
28 extinguished or affected by the Settlement, e.g., *Dorgan et al., v. Signature Healthcare Services, LLC, et*

1 *al.* (C.D. Cal., Case No. 5:23-cv-02192-MEMF-SHK) and *Merchain et al., v. Signature Healthcare*
2 *Services LLC* (Los Angeles Superior Court Case No. 24STCV06297). (SA, ¶ 2.7.) Class Counsel has
3 communicated with the plaintiffs’ counsel in those cases and does not believe those cases present any
4 concerns for approval of the settlement herein. (Valerian Decl., ¶ 22.)

5 **IV. ARGUMENT**

6 There are two steps to approving a class action settlement in California. (Cal. Rules of Court,
7 rule 3.769; *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.) The first step—the
8 current step—is for the court to review the proposed terms of the settlement at a preliminary hearing and
9 make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms.
10 (Manual for Complex Litigation (Federal Judicial Center 4th ed.2008) § 21.632.)

11 The law favors the settlement of lawsuits, particularly in class actions and other complex cases
12 where substantial resources can be conserved by avoiding the time, expense, and rigors of formal
13 litigation. (See *Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 273, 277–281; *Lealao v. Beneficial*
14 *California, Inc.* (2000) 82 Cal.App.4th 19, 52.) However, a class action may not be dismissed,
15 compromised, or settled without approval of the court, and the decision to approve or reject a proposed
16 settlement is committed to the court’s sound discretion. (See Cal. Rules of Court, Rule 3.769; *Wershba*
17 *v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (*Wershba*).)

18 In determining whether to approve a class settlement, a court’s responsibility is to “prevent
19 fraud, collusion or unfairness to the class” through settlement because the rights of the class members,
20 including the named plaintiffs, “may not have been given due regard by the negotiating parties.”
21 (*Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 60.) The court
22 must independently determine “whether the settlement is in the best interests of those whose claims will
23 be extinguished” and “make an independent assessment of the reasonableness of the terms to which the
24 parties have agreed.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The
25 burden of establishing the fairness and reasonableness of the settlement is on the proponent. (*Wershba*,
26 *supra*, 91 Cal.App.4th at p. 245; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.*
27 (2000) 85 Cal.App.4th 1135, 1165–1166.)

Courts reviewing class settlements serve as the guardian of absent class members’ rights to ensure the settlement is fair. (*Luckey v. Super. Ct.* (2014) 228 Cal.App.4th 81, 95.) “Ultimately, the [trial] court’s determination is nothing more than ‘an amalgam of delicate balancing, gross approximations and rough justice.’” (*7-Eleven, supra*, 85 Cal.App.4th at p. 1145.) “A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. Compromise is inherent and necessary in the settlement process.” (*Wershba, supra*, 91 Cal.App.4th at p. 250.) “Thus, 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.’” (*Ibid.* citations omitted.)

Finally, a court’s primary objective for preliminary approval is to establish whether to direct notice of the proposed settlement to the class, invite the class’s reaction, and schedule a final fairness hearing. (Rubenstein et al., *Newberg on Class Actions* (6th ed. 2022) § 13:10.)

This standard is easily met here. The Settlement is well within the range of possible approval. Moreover, the proposed notice is clear and more than adequate. (*Cellphone Termination Fee Cases, supra*, 180 Cal.App.4th at p. 1118; accord Cal. Rules of Court, rule 3.769(f).) The Court should therefore grant the motion.

A. THE COURT SHOULD PROVISIONALLY CERTIFY THE CLASS

Because the Court has not yet certified a class has in this case, Plaintiffs’ motion for preliminary approval includes a request for provisional certification for purposes of settlement only. (See Cal. Rule of Court, Rule 3.769.) The provisional process is less demanding than a traditional motion for class certification, however the Court must still find that the normal class prerequisites have been met. (See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); accord *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.)

Here, Plaintiffs seek provisional certification of the following class: All non-exempt, hourly employees employed in the Sacramento Behavioral Healthcare Hospital since four (4) years prior to the filing of this action to the date of class notice who worked as registered nurses, licensed vocational nurses, licensed psychiatric technicians, and mental health workers/technicians. (SA, ¶ 6.3.)

Provisional certification of the proposed class is appropriate: 1) the individuals in the class are so numerous that joinder would be impractical; 2) common questions of law and fact predominate over individual questions such that class certification is the most efficient and desirable way to maintain this litigation; 3) Plaintiffs' claims are typical of the class claims; and 4) Plaintiffs and their counsel will fairly and adequately represent the interests of absent class members. (Code Civ. Proc. § 382.)

1. The Proposed Class Is Ascertainable and Numerous

A class is "ascertainable" where members "may be readily identified without unreasonable expense or time by reference to official [or business] records." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919 [alterations in original].) The class members here can easily be identified from Defendants' business records. (Pyle Decl., ¶ 28.) The class is therefore ascertainable. (*Lee v. Dynamex, Inc.* (2008) 166 Cal.App.4th 1325, 1334 [class ascertainable "because the basic parameters of the class . . . can be readily ascertained through company records"].)

2. The Proposed Class Representatives' Claims Are Typical

"The test of typicality is whether the class representatives have the same or similar injuries as the class members, whether the action is based on conduct that is common across the class, and whether other class members have been injured by the same course of conduct." (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.)

In the present case, Plaintiffs' claims all arise from Defendants' failed AWS election as well as Defendants' failure to sufficiently staff their shifts to provide Plaintiff and class members with relief for meal and rest periods, resulting in the same types of injury across the class. Plaintiff Morris is a nurse who suffered damages as a result of the allegedly unlawful AWS election, as well as Defendants' meal and rest period practices. Plaintiff Coronado is a mental health worker who also suffered damages as a result of Defendants' meal and rest period practices. Plaintiff Gojar is a former mental health worker who was not paid all wages owed at the time her employment terminated. Plaintiffs' claims are therefore typical of the members of the proposed class.

3. The Class Representatives and Counsel Will Adequately Represent the Class

The adequacy requirement tests whether class counsel is qualified to conduct the proposed litigation and whether the plaintiff's interests are not antagonistic to the interests of the class. (*McGhee*

1 *v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) “It is only when a defense unique to the class
2 representative will be a major focus of the litigation . . . , or when the class representative’s interests are
3 antagonistic to or in conflict with the objectives of those [s]he purports to represent . . . that denial of
4 class certification is appropriate.” (*Medraza v. Honda of North Hollywood* (2008) 166 Cal.App.4th 89,
5 99 [quotation marks and internal citations omitted].)

6 Here, there are no conflicts between Plaintiffs and the proposed class. Nor are any of the
7 Plaintiffs subject to any unique defense. Finally, Class Counsel have extensive experience in this type of
8 class action litigation. (Valerian Decl., ¶ 26; Pyle Decl., ¶ 18.) The adequacy requirement, therefore, is
9 easily satisfied.

10 **4. Common Issues of Law and Fact Predominate**

11 The requirement that common issues predominate depends entirely on the types of questions,
12 “common or individual,” that are likely to arise. (*Sav-On Drug Store, Inc. v. Sup. Ct.* (2004) 34 Cal.4th
13 319, 327.) This requirement is readily satisfied given the nature of the asserted claims.

14 For instance, the claim for unpaid overtime in this case hinges entirely on whether the alternative
15 workweek schedule that Defendants implemented between December 2021 and December 2022
16 garnered the requisite two-thirds vote by the affected employees prior to implementation. That schedule
17 was either valid for all class members or invalid for all class members. Common issues, therefore,
18 predominate. (*Polanco v. Schneider Nat. Carriers, Inc.* (C.D. Cal., Apr. 25, 2012, No. CV 10-4565-
19 GHK JEMX) 2012 WL 10717265, at *9.)

20 Common issues also predominate the meal period claim because Defendants understaffed their
21 hospital. At the same time, they required class members to continue to work unless and until they were
22 relieved. These common policies and practices predictably resulted in non-compliant meal periods.

23 Defendants’ timekeeping records show that class members were unable to take compliant first
24 meal periods in 43.7% of the shifts in which they worked more than 5 hours, and that they were unable
25 to take compliant second meal period in 99% of the shifts in which they worked more than 10 hours.
26 Accordingly, the rebuttable presumption set forth in *Donohue v. AMN Services* (2021) 11 Cal.5th 58
27 applies, causing common issues to predominate. (*Garcia v. Central Coast Restaurants, Inc.* (N.D. Cal.,
28

Mar. 4, 2022, No. 18-CV-02370) 2022 WL 657972, at *8; accord *Chacon v. Express Fashion Operations LLC* (C.D. Cal. June 14, 2021) No. 8:19-cv-00564-JLS-DFM, 2021 WL 4595772, at *8.)

Common issues also predominate Plaintiff’s rest period claim. The same common policies and practices that have caused the meal period violations have also caused rest period violations. Accordingly, common issues predominate Plaintiffs’ rest period claim. (*Alberts v. Aurora Behavioral Health Care* (2015) 241 Cal.App.4th 388, 410.)

Finally, common issues predominate the derivative wage statement and waiting time penalty claims. (*Carter v. Jai-Put Enterprise Inc.* (N.D. Cal., May 24, 2022, No. 18-CV-06313-DMR) 2022 WL 1637212, at *28 [“Unpaid overtime wages can serve as the basis for a violation of Labor Code sections 201 and 202.”]; *Lubin v. Wackenhut Corp.* (2016) 5 Cal.App.5th 926, 960 [“because plaintiffs’ meal and rest period claims are suitable for class treatment, their theory that the wage statements failed to include premium wages earned for missed meal and rest periods also is suitable for class treatment.”].)

The Court should therefore provisionally certify the proposed class.

B. THE PRESUMPTION OF FAIRNESS APPLIES

Before approving a class action settlement, a trial court must find that the settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) In reaching this determination, courts should consider such factors as “the strength of plaintiffs’ 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 class members to the proposed settlement.” (*Ibid.*)

“[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 p. 1802.) Such a presumption applies here.

1. The Settlement Was Reached Through Arm’s-Length Negotiations

The settlement in the present case was reached through hard-fought negotiations between experienced counsel that were overseen by Kevin Barnes, Esq.—an experienced mediator of wage and

hour claims like those asserted in the present case—after two and half years of contested litigation, including a pending motion for class certification. The settlement is therefore the result of arm’s-length negotiations. (*Gong-Chun v. Aetna Inc.* (E.D. Cal., July 12, 2012, No. 1:09-CV-01995-SKO) 2012 WL 2872788, at *12; accord *Kelley v. City of San Diego* (S.D. Cal., Feb. 8, 2021, No. 19-CV-622-GPC-BGS) 2021 WL 424290, at *7; see also Newberg on Class Actions, *supra*, § 13:14.)

2. The Negotiations Were Well-Informed

Plaintiffs engaged in extensive formal discovery prior to settling the case. Plaintiff Morris propounded and received responses to 56 document requests, 55 special interrogatories, 30 requests for admission, and two sets of form interrogatories to SBHH; 11 document requests, 21 special interrogatories, 38 requests for admission, and two sets of form interrogatories to Signature; and four document requests and six special interrogatories to Soon Kim.⁹ Plaintiffs also conducted significant outreach to class members regarding the claims at issue. (Valerian Decl., ¶ 23.)

This discovery and direct outreach to class members enabled Plaintiffs to develop a damages model and file a motion for class certification. (Valerian Decl., ¶ 24.) The negotiations, therefore, were fully informed. (See *Foster v. Adams and Associates, Inc.* (N.D. Cal., Feb. 11, 2022, No. 18-CV-02723-JSC) 2022 WL 425559, at *6.)

3. There Is No Evidence of Fraud or Collusion

There was no collusion in settling this case. (Valerian Decl., ¶ 25.) None of the traditional markers of collusion are present. The settlement is non-reversionary. (SA, ¶ 3.5.) Moreover, an experienced mediator oversaw the bulk of negotiations, which “confirms that the settlement is non-collusive.” (*Satchel v. Federal Express Corp.* (N.D. Cal., Apr. 13, 2007, No. 03-cv-2878-SI) 2007 WL 1114010, at *4; *Bower v. Cycle Gear, Inc.* (N.D. Cal., Aug. 23, 2016, No. 14-cv-02712-HSG) 2016 WL 4439875, at *5.) Finally, the formula by which each class member’s share of the settlement will be calculated—which factors multiple dimensions into the analysis—guarantees fair and equitable treatment between class members. (*Hudson v. Libre Tech. Inc.* (S.D. Cal., May 13, 2020, No. 3:18-CV-

⁹ Plaintiffs allege that Soon Kim is the sole member of Defendant Signature Healthcare Services, and several of the other defendants, all of whom are Mr. Kim’s alter ego.

1 1371-GPC-KSC) 2020 WL 2467060, at *9; *Mejia v. Walgreen Co.* (E.D. Cal., Nov. 24, 2020, No. 2:19-
2 CV-00218 WBS AC) 2020 WL 6887749, at *11.)

3 **4. Class Counsel Support the Settlement**

4 Class Counsel—who collectively have over 80 years of experience in employment class
5 actions—recommend the settlement. (Valerian Decl., ¶ 26; Pyle Decl., ¶ 18.) Such a recommendation
6 weighs in favor of approval. (*In re Omnivision Techs., Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1043;
7 see also *Cabiness v. Educ. Fin. Solutions, LLC* (N.D. Cal., Mar. 26, 2019, No. 16-cv-01109-JST) 2019
8 WL 1369929, at *6.).

9 **C. THE SETTLEMENT FALLS WITHIN THE RANGE OF REASONABLENESS**

10 A settlement is not required to meet a minimum dollar or percentage threshold to be deemed
11 adequate. (See *7-Eleven, supra*, 85 Cal.App.4th at p. 1150.) Rather, the adequacy of a settlement is
12 evaluated considering litigation uncertainties and class expectations. (See *Dunk, supra*, 48 Cal.App.4th
13 at p. 1801.) “In most situations, unless the settlement is clearly inadequate, its acceptance and approval
14 are preferable to lengthy and expensive litigation with uncertain results.” (*Nat. Rural Telecomms. Co-op.*
15 *v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 526; Newberg on Class Actions, *supra*, § 11:50.)

16 **1. The Settlement Amount Is Reasonable**

17 Prior to the mediation, Plaintiffs used Defendants’ time punch and payroll data to estimate the
18 maximum gross liability for the claims in this case to be just under \$12 million. (Valerian Decl., ¶ 27.)
19 However, factoring in the litigation risks and other considerations discussed more fully below, the
20 reasonable settlement value of those claims was closer to \$1,900,000. Accordingly, the settlement
21 amount is reasonable.

22 *a) The Settlement Accounts for the Risks of Litigation*

23 (1) The alternative workweek overtime claim

24 Class members have worked 12-hour shifts since December 1, 2021. Despite the length of these
25 shifts, Defendants failed to pay overtime for all hours worked over eight in a day. Defendants claim that
26 class members adopted an alternative workweek schedule (“AWS”) that allowed Defendants to pay
27 class members straight time up to 12 hours in a day. (See Lab. Code, §§ 510, subd. (a), 511; see also
28 Cal. Code Regs., tit. 8, § 11050(3)(C).) However, discovery conducted by Class Counsel indicates that

the AWS that Defendants implemented on December 1, 2021, is invalid because it failed to garner the requisite two-thirds vote of the employees affected by the schedule required for an AWS to be valid. However, the invalid AWS was only in effect between December 1, 2021, and December 8, 2022.

Plaintiffs calculated the unadjusted value of the AWS overtime claim, including interest, to be approximately \$850,000. However, in light of the facts of this case, it is reasonable to discount the value of this claim by 5 percent (multiplying by .95) to account for the risks involved in certifying a class and maintaining certification through trial and by an additional 5 percent (multiplying by .95) to account for the risk that Defendants would prevail on their defenses. (Pyle Decl., ¶ 23.)

Therefore, the reasonable settlement value of the overtime claim is approximately \$767,125.

(2) The meal period claim

Plaintiffs allege that Defendants have understaffed SBHH, resulting in open and unfilled positions. As a result, class member shifts are regularly short staffed. At the same time, Defendants require that class members put patient safety first. Defendants also inform class members that they will be disciplined for leaving their patients unattended. For these reasons, class members are often unable to take compliant meal periods.

In response, Defendants contend that they have at all relevant times had a compliant meal period policy and that class members signed compliant meal period waivers. Defendants further contend that any class member who did not take a meal period did so voluntarily, and that they paid meal period premiums for many of the missed meal periods.

Plaintiffs calculated the unadjusted value of the meal period claim, including interest, to be approximately \$1,600,000. However, in light of the facts of this case, it is reasonable to discount the value of this claim by 40 percent (multiplying by .6) to account for the risks involved in certifying a class and maintaining certification through trial and by an additional 35 percent (multiplying by .65) to account for the risk that Defendants would prevail on their defenses. (Pyle Decl., ¶ 24.)

Therefore, the reasonable settlement value of the meal period claim is approximately \$624,000.

(3) The rest period claim

Plaintiffs allege that the same facts that resulted in non-compliant meal periods also prevented class members from taking compliant rest periods. In response, Defendants contend that they had lawful

rest period policies and practices at all times. Defendants further contend that, unlike meal periods, there are no records of whether or when class members took rest periods, or for how long they did so.

Plaintiffs calculated the unadjusted value of the rest period claim, including interest, to be approximately \$1,800,000. In light of the facts of this case, it is reasonable to discount the value of this claim by 75 percent (multiplying by .25) to account for the risks involved in certifying a class and maintaining certification through trial and by an additional 75 percent (multiplying by .25) to account for the risk that Defendants would prevail on their defenses. (Pyle Decl., ¶ 25.)

Therefore, the reasonable settlement value of the rest period claim is approximately \$112,500.

(4) The derivative statutory penalties claims

Plaintiffs allege that because of the conduct described above, Defendants failed to provide compliant wage statements and failed to pay class members who were terminated all wages due at the time of termination. In response, Defendants argue that they did not violate the overtime, meal period, or rest period laws. Furthermore, pursuant to the recent case of *Naranjo v. Spectrum Security Services* (2024) 15 Cal.5th 1056, Defendants claim that they have a good faith defense to Plaintiffs' claims for inaccurate wage statements and waiting time penalties.

Plaintiffs calculated the unadjusted value of the wage statement claim to be approximately \$850,000, and the unadjusted value of the waiting time penalties to be approximately \$6,900,000. However, in light of the facts of this case, and given the current state of the applicable law, these claims have minimal settlement value. (Pyle Decl., ¶ 26.) Therefore, it is reasonable to discount the value of these claims by 95 percent (multiplying by .05) to account for the risk that Defendants would prevail on their defenses. (*Ibid.*)

Accordingly, the combined reasonable settlement value of the wage statement claim and the waiting time penalties claim is approximately \$387,500.

(5) The arbitration agreements

In addition to the defenses raised above, Defendants contend that 359 out of 437 class members are subject to arbitration agreements. If those arbitration agreements are deemed to be enforceable, they

will bar many class members from proceeding in this case.¹⁰ (*Ibid.*) That would result in a reduction of the overall value of the class claims by approximately 80 percent.

b) The Settlement Achieves an Excellent Result

Notwithstanding the risks described above, Plaintiffs have achieved a result that, if approved, will provide for roughly 19% of Plaintiffs’ maximum possible damages estimate. (Pyle Decl., ¶ 27.) This compares favorably to other class action settlements involving similar claims. (*In re Mego Financial Corp. Securities Litigation* (9th Cir. 2000) 213 F.3d 454, 459 [16%]; see, e.g., *Balderas v. Massage Envy Franchising, LLC* (N.D. Cal., July 21, 2014, No. 12-CV-06327 NC) 2014 WL 3610945, at *5 [5%]; *Singh v. Roadrunner Intermodal Servs, LLC* (E.D. Cal., Jan. 24, 2019, No. 1:15-cv-01497-DAD-BAM) 2019 WL 316814, at *5 [11%]; *Stovall-Gusman v. W.W. Granger, Inc.* (N.D. Cal., June 17, 2015, No. No. 13-CV-02540-HSG) 2015 WL 3776765, at *2 [7.3%].) In this connection, it bears repeating that the settlement provides an average award of approximately \$5,338, with more than 85% of class members receiving at least \$1,000 and 15% receiving at least \$10,000. Such “tangible, immediate benefits . . . outweigh continued litigation and the uncertainty of a trial.” (*Ebarle v. Lifelock, Inc.* (N.D. Cal., Jan. 20, 2016) 2016 WL 234364, at *8; *In re LinkedIn User Privacy Litig.* (N.D. Cal. 2015) 309 F.R.D. 573, 587.)

2. The Proposed Class Release Is Narrowly Tailored

The class release is narrowly tailored because it is limited to claims within the class period that are based on the facts alleged in the Operative Complaint. (See SA, ¶ 5.1(b); *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538; accord *Villacres v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 588.) The settlement does not release any PAGA claims or other claims.

3. The Proposed Attorneys’ Fees Award Is Reasonable

The settlement provides that class counsel will apply for reasonable attorneys’ fees up to one-third of the gross settlement amount (\$766,666.67) and actual costs of up to \$75,000. (SA, ¶ 3.6(b).)

¹⁰ In another case pending before the Sacramento Superior Court, the Hon. Jill Talley found Defendants’ arbitration agreement to be enforceable. (Minutes (Sept. 24, 2024) *Fowler v. Sacramento Behavioral Healthcare Hospital, et al.*, Sacramento County Superior Court, Case No. 24CV002866.)

Each firm representing the class will split the fee award based on relative lodestar pursuant to the co-counsel agreement that Plaintiffs have approved in writing. (Valerian Decl., ¶ 28.)

For present purposes, such an award is consistent with California law and benchmarks. (See *Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, 503; see also *Cicero v. DIRECTV, Inc.* (C.D. Cal., July 27, 2010, No. EDCV 07-1182) 2010 WL 2991486, at *6; accord; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn.11.) Class Counsel’s lodestar through March 30, 2025, at 2025 rates is approximately \$1,200,000 and does not account for the time Class Counsel will spend overseeing the settlement and moving for final approval of the settlement.

The requested fee of \$766,666.67 thus builds in a so-called “negative multiplier” that is “presumptively reasonable.” (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F.Supp.2d 848, 854 [multiplier of less than one “suggests that the negotiated fee award is a reasonable and fair valuation of the services rendered to the class by class counsel”]; accord *Covillo v. Specialtys Café* (N.D. Cal. Mar. 6, 2014, No. C-11-00594 DMR) 2014 WL 954516, at *7 [“Plaintiffs’ requested fee award is approximately 65% of the lodestar, which means that the requested fee award results in a so-called negative multiplier, suggesting that the percentage of the fund is reasonable and fair.”]; *In re Portal Software, Inc. Securities Litigation* (N.D. Cal., Nov. 26, 2007, No. C-03-5138 VRW) 2007 WL 4171201, at *16.)

4. The Proposed Cost Award Is Reasonable

Actual costs are currently approximately \$70,000. Class Counsel estimates future costs of \$1,000. (Valerian Decl., ¶ 31.) The \$75,000 cap on costs therefore is reasonable.

5. The Proposed Service Awards Are Fair, Adequate, and Reasonable

Service awards “are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958–959; accord *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394–1395.) “[A] class representative is entitled to some compensation for the expense he or she incurred on behalf of the class lest individuals find insufficient inducement to lend

1 their names and services to the class action.” (*In re Oracle Securities Litigation* (N.D. Cal., June 18,
2 1994, No. C-90-0931) 1994 WL 502054, at *1.)

3 In the present case, service awards in the amount of \$17,500 to Plaintiff Morris, \$10,000 to
4 Plaintiff Coronado, and \$1,500 to Plaintiff Gojar are reasonable given their efforts and the risks they
5 undertook on behalf of the class. Furthermore, these awards—each of which constitutes less than one
6 percent of the settlement amount—will not materially reduce class member awards.

7 All three plaintiffs undertook substantial reputational risk. (See *Bellinghausen v. Tractor Supply*
8 *Company* (N.D. Cal. 2015) 306 F.R.D. 245, 267.) This risk is amplified by the close-knit nature of the
9 psychiatric nursing community. Each class representative is also providing Defendants with a general
10 release and agreeing to a non-disparagement clause, which other class members are not providing. (SA,
11 ¶ 9.8.) Finally, Plaintiffs Morris and Coronado are current employees who undertook substantial
12 financial risk stepping forward to sue their current employer on behalf of other coworkers. (See *Carlin v.*
13 *DairyAmerica, Inc.* (E.D. Cal. 2019) 380 F.Supp.3d 998, 1026.)

14 As explained in her declaration, Plaintiff Morris spent approximately 280 hours on this case
15 regularly meeting with counsel, gathering documents, preparing for mediation, attending her own full-
16 day deposition as well as the deposition of Plaintiff Coronado, working on declarations, and
17 communicating with class members. (Declaration of Kristal Morris, ¶¶ 20-40.)

18 Plaintiff Coronado has spent approximately 125 hours on this case. She has attended multiple
19 meetings regarding this matter, searched for and provided various documents to counsel, provided a
20 declaration in support of the motion for class certification, attended a full-day deposition, assisted with
21 the preparation for mediation, and communicated with other class members about the case. (Declaration
22 of Amy Coronado, ¶¶ 17-37.)

23 Finally, Plaintiff Gojar has spent approximately 15 hours on this case. (Gojar Decl., ¶¶ 17-27.)

24 **D. THE PROPOSED NOTICE PLAN IS ADEQUATE**

25 “Whether a claimant would want to accept or reject the proposed settlement is a decision to be
26 made by him independently and without influence or pressure from those competing parties who either
27 favor or oppose the settlement.” (*Phila. Hous. Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa.
28 1970) 323 F.Supp. 364, 378.) Accordingly, a class notice must fairly apprise the prospective members of

1 the terms of the settlement without expressing an opinion on the merits of the settlement. (*7-Eleven*,
2 *supra*, 85 Cal.App.4th at p. 1164; see also Cal. Rule of Court, Rule 3.769(f).)

3 In this connection, a class notice is adequate if the notice “contain[s] an explanation of the
4 proposed settlement and procedures for class members to follow in filing written objections to it and in
5 arranging to appear at the settlement hearing and state any objections to the proposed settlement.” (Cal.
6 Rules of Court, rule 3.769(f); *Cellphone Termination Fee Cases*, *supra*, 186 Cal.App.4th at p. 1390.)
7 “The notice given to the class must fairly apprise the class members of the terms of the proposed
8 compromise and of the options open to dissenting class members.” (*Trotsky v. Los Angeles Fed. Sav.*
9 *Loan Assn.* (1975) 48 Cal.App.3d 134, 151-52.) “The purpose of a class notice in the context of a
10 settlement is to give class members sufficient information to decide whether they should accept the
11 benefits offered . . . or object to the settlement. (*Wershba*, *supra*, 91 Cal.App.4th at p. 252.)

12 The proposed notices in the present case satisfy this standard. The short and long form notices
13 were created from templates published by the Impact Fund, a non-profit that has studied the most
14 effective forms of notice that have been approved by other courts. (See Valerian Decl., ¶ 18.)

15 As noted above, class members will receive the short form notice via first-class mail and email,
16 with another notice sent via SMS. Each notice directs class members to a website where they can review
17 a long form notice as well as the settlement agreement, this motion, and the operative complaint.

18 Furthermore, both short and long form notices explain what the settlement is about, who is a
19 class member, how payments will be calculated, and the actions that a class member can take. The long
20 form further explains how to object to the settlement, contest the workweek allocation, and how counsel
21 will be paid. Such a plan is more than adequate.

22 **V. THE COURT SHOULD SET A HEARING DATE FOR FINAL APPROVAL**

23 The soonest the Court can hear the motion for final approval given the timelines in the settlement
24 is 133 days after the order granting preliminary approval. Plaintiffs will file their motion for final
25 approval and their motion for an award of attorneys’ fees and costs no later than 16 court days prior to
26 the date of the hearing on the motion for final approval. (S.A. ¶¶ 3.6(b), .8.1.)

1 **VI. CONCLUSION**

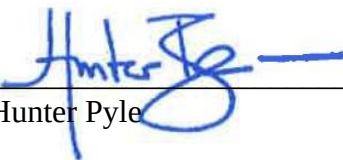
2 For the foregoing reasons, Plaintiffs respectfully requests that the Court preliminarily approve
3 the proposed Settlement in this case and appoint Simpluris as the settlement administrator. Plaintiff also
4 requests that the Court order that the notice plan set forth above be implemented in accordance with the
5 settlement agreement.

6 Respectfully submitted,

7 Dated: April 2, 2025

VALERIAN LAW, P.C.

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9 HUNTER PYLE LAW PC

10 By: 
11 Hunter Pyle

12 Attorneys for Plaintiffs and the Settlement Class
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