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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOEL ALEJANDRO CARMONA and COREY
EVANS, individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

ARROWHEAD PRODUCTS CORPORATION
dba DELAWARE ARROWHEAD PRODUCTS
CORPORATION; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 30-2022-01295275-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

*[Filed with the Declarations of Kane Moon,
the Declaration of Plaintiff Joel Alejandro
Carmona, the Declaration of Plaintiff Corey
Evans, the Declaration of Michael Bui, and
[Proposed] Order]*

PRELIMINARY APPROVAL HEARING

Date: November 19, 2026

Time: 2:00 p.m.

Dept. CX102

Judge: Hon. Layne H. Melzer

Res. ID: 74943831

Complaint Filed: December 5, 2022

Trial Date: Not set

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Joel Alejandro Carmona (“Plaintiff Carmona”) and Corey Evans (“Plaintiff Evans,” together with Plaintiff Carmona, “Plaintiffs”) seek preliminary approval of a proposed \$1,100,000.00 non-reversionary wage-and-hour class and representative California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”), action settlement with Defendant Arrowhead Products Corporation, doing business in California as Delaware Arrowhead Products Corporation (“Defendant” and, together with Plaintiffs, the “Parties”). The Stipulation of Class Action and PAGA Settlement (the “Settlement”) will provide substantial monetary payments to approximately 1,095 Class Members. As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. Accordingly, Plaintiffs request that the Court preliminarily approve the proposed Settlement, certify the proposed Settlement Class, approve the proposed Class Notice, and set a Final Approval Hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiffs’ Claims and Procedural History

Defendant designs, analyzes, manufactures, and tests aircraft exhaust systems and components. (Declaration of Kane Moon in Support of Preliminary Approval [“Moon Decl.”], ¶ 4.) Plaintiff Carmona worked for Defendant as a Composite Associate from approximately February 2020 to December 7, 2022. (*Id.*) Plaintiff Evans worked for Defendant as an Asset Associate 2 from approximately January 2019 to June 3, 2024. (*Id.*) Plaintiffs were classified as non-exempt during the entirety of their respective employment and were subjected to the same alleged unlawful labor practices as their coworkers. (*Id.*)

Plaintiffs’ claims for unpaid wages are three-fold and stem from Defendant’s alleged failure to incorporate all nondiscretionary remuneration into the regular rate of pay for purposes of paying overtime, sick pay, and meal period premiums; Defendant’s alleged failure to pay employees for off-the-clock work; and Defendant’s alleged use of a rounding policy that resulted in the underpayment of wages. (*Id.* at ¶ 5.) Moreover, Plaintiffs allege that Defendant

1 systematically failed to provide compliant meal periods and authorize and permit rest breaks.
2 (*Id.*) In addition to the foregoing claims, Plaintiffs bring claims for reimbursement of necessary
3 business expenses and derivative claims against Defendant for waiting time penalties, wage
4 statement violations, unfair business practices, and civil penalties under PAGA. (*Id.*)

5 Pursuant to PAGA, on December 5, 2022, Plaintiff Carmona gave written notice to the
6 California Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor
7 Code violations, with certified mail service on Defendant, and paid the required filing fee. (*Id.*
8 at ¶ 6.) On September 11, 2024, Plaintiff Evans likewise gave written notice to the LWDA of
9 the alleged Labor Code violations, with certified mail service on Defendant, and paid the
10 required filing fee. (*Id.*) On April 17, 2026, Plaintiffs each submitted amended notices to the
11 LWDA and served the amended notices on Defendant. (*Id.*, Ex. 2.) On December 5, 2022,
12 Plaintiff Carmona filed a Class Action Complaint alleging that Defendant systematically: (1)
13 failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide
14 meal periods; (4) failed to authorize and permit rest breaks; (5) failed to indemnify necessary
15 business expenses; (6) failed to timely pay final wages at termination; (7) failed to provide
16 accurate itemized wage statements; and (8) engaged in unfair business practices. (*Id.*)

17 On February 14, 2023, Plaintiff Carmona filed a First Amended Class Action and
18 Representative Action Complaint against Defendant, re-alleging the eight causes of action
19 asserted in the original Complaint and adding a ninth cause of action for civil penalties under
20 PAGA. (*Id.* at ¶ 7.) On November 19, 2024, Plaintiff Carmona filed a Second Amended Class
21 Action and Representative Action Complaint, which re-alleged the causes of action asserted in
22 the First Amended Complaint and added Evans as an additional putative class representative.
23 (*Id.*) On May 8, 2026, pursuant to the Parties’ settlement reached in April 2026, Plaintiffs filed
24 a Third Amended Class Action and Representative Action Complaint, which re-alleged the nine
25 causes of action and incorporated additional allegations developed before and after mediation
26 (the “Operative Complaint”). (*Id.*) A file-stamped copy of the Operative Complaint containing
27 the Court-assigned case number was submitted to the LWDA. (*Id.*) To date, the LWDA has not
28 given its intention to investigate and intervene on the matter. (*Id.*)

1 Defendant ardently opposes the merits of this case and denies Plaintiffs’ factual
2 allegations. (*Id.* at ¶ 8.) Defendant argues that Plaintiffs and the putative Class were paid all
3 minimum wages, overtime wages, sick pay, and meal period premiums owed. (*Id.*) Defendant
4 disputes that all of the additional remuneration identified by Plaintiffs was nondiscretionary or
5 required inclusion in the regular rate of pay and maintains that the applicable collective
6 bargaining agreements governed the overtime rates paid to union employees. (*Id.*) Defendant
7 further denies that employees performed uncompensated off-the-clock work and contends that
8 employees received compensation for time spent undergoing COVID-19 screening. (*Id.*)
9 Defendant also disputes that its former rounding practice systematically underpaid employees
10 or resulted in recoverable damages. (*Id.*) Moreover, Defendant argues that it satisfied its meal
11 and rest period obligations and that Plaintiffs and Class Members were provided with the
12 opportunity to take all meal and rest periods to which they were entitled. (*Id.*) Defendant further
13 relies on the applicable collective bargaining agreements, meal period waivers, meal period
14 premiums paid, and the individualized circumstances surrounding whether employees took or
15 voluntarily chose not to take particular breaks. (*Id.*) As for unreimbursed business expenses,
16 Defendant maintains that it generally provided employees with the tools and protective
17 equipment necessary to perform their work and disputes that any alleged out-of-pocket
18 purchases were required or resulted from a uniform policy. (*Id.*) Furthermore, to the extent
19 Plaintiffs received wage statements that were allegedly inaccurate, Defendant asserts that
20 Plaintiffs suffered no actual damage or harm as a result and that there was no knowing or
21 intentional violation. (*Id.*)

22 With respect to Plaintiffs’ claim for waiting time penalties, Defendant alleges that its
23 good-faith belief that it paid all wages precludes the imposition of waiting time penalties since
24 Plaintiffs cannot prove that Defendant’s alleged failure to pay all final wages at the time of
25 separation was “willful.” (*Id.* at ¶ 9.) For these reasons, Defendant claims that it did not engage
26 in any unfair business practices and denies liability for civil penalties under PAGA. (*Id.*) Finally,
27 Defendant maintains that Plaintiffs’ claims are improper for class or representative treatment
28 because the claims depend on individualized and testimony-intensive inquiries, including each

1 employee's job duties, union status, applicable collective bargaining agreement, work practices,
2 meal and rest period opportunities, alleged off-the-clock work, and alleged out-of-pocket
3 expenses, which Defendant contends could preclude certification or significantly reduce its
4 overall liability. (*Id.*)

5 **B. Discovery and Investigation**

6 Following the filing of the Complaint, the Parties engaged in written discovery and
7 depositions and agreed to mediate the claims with Deborah Saxe, Esq., an experienced mediator
8 of complex wage-and-hour class and PAGA actions. (*Id.* at ¶ 10.) In preparation for mediation, the
9 Parties exchanged documents, data, and information concerning the claims and defenses at issue.
10 Plaintiffs obtained from Defendant, through formal and informal discovery, time and pay records
11 for nearly all Class Members, documents concerning Defendant's wage-and-hour policies and
12 practices, written discovery responses, and information regarding the estimated number of current
13 and former Class Members, Workweeks, Aggrieved Employees, and average hourly pay. (*Id.*) The
14 Parties also completed the depositions of Plaintiffs and multiple company witnesses, while
15 Defendant took the depositions of seven putative Class Members. (*Id.*)

16 In preparation for mediation, Plaintiffs' Counsel reviewed and analyzed the information
17 Defendant provided, including the time and pay records and documents regarding Defendant's
18 wage-and-hour policies and practices. (*Id.* at ¶ 11.) Plaintiffs' Counsel retained a statistical expert¹
19 to analyze the records and prepare a damages analysis before mediation. (*Id.*) The records analyzed
20 contained 732,452 shifts worked by 1,074 Class Members, representing approximately 99.0% of
21 the estimated 767,537 total shifts and 98.1% of the estimated 1,095 Class Members through the
22 mediation date. (*Id.*) The records also reflected 153,498 Workweeks, which Plaintiffs' expert
23 extrapolated to approximately 160,851 Workweeks through the mediation date. (*Id.*) Because the
24 analysis was based on records covering nearly the entire putative Class, Plaintiffs' expert was able
25 to evaluate the claims with a high degree of certainty. (*Id.*) In conjunction with their extensive
26 factual investigation, Plaintiffs' Counsel also investigated the applicable law regarding the claims

27
28 ¹ A true and correct copy of the expert's curriculum vitae is attached to the Moon Decl. as
Exhibit 3.

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

6 Plaintiffs' Counsel are aware of *Centino, et al. v. Arrowhead Products Corporation*, Orange
7 County Superior Court Case No. 30-2018-00988493, a prior wage-and-hour class and PAGA
8 action involving Defendant and similar allegations concerning off-the-clock work, meal periods,
9 rest breaks, and derivative penalties. (*Id.* at ¶ 12.) The settlement in *Centino* released class claims
10 arising during the period from December 29, 2013 through September 22, 2019. (*Id.*) The Class
11 Period in this Action begins on September 23, 2019, immediately after the conclusion of the release
12 period in *Centino*. (*Id.*) Accordingly, the class periods do not overlap, and approval of the
13 Settlement in this Action will not extinguish or adversely affect any claims released or resolved in
14 *Centino*. (*Id.*) Other than *Centino*, to the best of my knowledge, I am not aware of any individual,
15 representative, or class action asserting similar claims on behalf of a class or group of individuals
16 whose claims would overlap with the claims released under this Settlement. (*Id.* at ¶ 12.)

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

18 On July 15, 2025, the Parties participated in a full-day mediation with Deborah Saxe,
19 Esq., a professional and neutral class and PAGA action mediator. (Moon Decl., ¶ 13.) The
20 settlement negotiations were at arm's length and, although conducted in a professional manner,
21 adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a
22 settlement of the dispute, but each side was also prepared to litigate its position through trial
23 and appeal if a settlement was not reached. (*Id.*) Although the Parties did not reach a settlement
24 at the mediation, they continued negotiations with the Mediator's assistance. (*Id.*) After
25 extensive discussions regarding the merits and certifiability of Plaintiffs' claims and
26 Defendant's defenses, the Parties reached a settlement in April 2026, the material terms of which
27 are encompassed within the Settlement. (*Id.*, Ex. 1)

28 In compliance with Labor Code section 2699, Plaintiffs' Counsel submitted to the

1 LWDA a notice of settlement and a copy of the proposed Settlement Agreement. (*Id.* at ¶ 14,
2 Ex. 4). To date, Plaintiffs’ administrative exhaustion period under PAGA expired without the
3 LWDA indicating its intent to investigate the alleged violations. (*Id.* at ¶ 14.).

4 **The \$1,100,000.00 Settlement represents approximately 51.3% of Defendant’s risk-**
5 **adjusted potential overall liability of \$2,146,109.37.** (*Id.* at ¶ 41.)

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

7 1. Non-Reversionary Gross Settlement Amount (“GSA”): Defendant will pay a non-
8 reversionary \$1,100,000.00, subject to potential increase under the Settlement’s escalator
9 provision, to resolve this litigation, exclusive of Defendant’s employer-side payroll taxes, which
10 Defendant will separately pay. (Settlement, ¶¶ 6(o), 38) The Settlement Administrator will disburse
11 the GSA without requiring Participating Class Members or Aggrieved Employees to submit any
12 claim as a condition of payment. (*Id.* at ¶¶ 9, 14, 20-21.)

13 2. Class, Class Period, Workweeks: There are approximately 1,095 Class Members,
14 defined as all individuals who were employed by Defendant in the State of California as non-
15 exempt employees at any time during the Class Period. (Settlement, ¶ 6(f); Moon Decl., ¶¶ 21, 33.)
16 The Class Period is from September 23, 2019 through the date of preliminary approval of the
17 Settlement, unless ended earlier pursuant to the Settlement’s escalator provision. (Settlement, ¶¶
18 6(g), 38.) There are approximately 178,000 Workweeks in the Class Period. (Moon Decl., ¶ 33.)
19 “Workweeks” are defined as the number of calendar days that each Class Member worked for
20 Defendant in a non-exempt, hourly-paid position during the Class Period, excluding days on a
21 leave of absence, divided by seven and rounded up to the nearest hundredth of a Workweek, with
22 each Class Member credited with at least one Workweek. (Settlement, ¶ 6(ii).)

23 3. Aggrieved Employees, PAGA Period, PAGA Workweeks: There are approximately
24 874 Aggrieved Employees, defined as all individuals who were employed by Defendant in the
25 State of California as non-exempt employees at any time during the PAGA Period. (Settlement,
26 6(a); Moon Decl., ¶ 22, 33.) The PAGA Period is from December 5, 2021 through the end of the
27 Class Period. (Settlement, ¶ 6(y).) There are approximately 87,860 Workweeks during the PAGA
28 Period. (Moon Decl., ¶ 33.)

1 4. Released Claims: The “Released Claims” are limited to claims alleged in the Operative
2 Complaint or that could have been alleged based on the facts set forth in the Operative Complaint,
3 arising out of or related to services performed for Defendant during the Class Period, including
4 claims for wages, penalties, interest, attorneys’ fees, and costs under the identified provisions of
5 the California Labor Code, California Business and Professions Code sections 17200, *et seq.*, and
6 the applicable Wage Orders of the Industrial Welfare Commission. (Settlement, ¶ 6(aa).) Upon the
7 Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Class Members
8 who do not submit a valid and timely Request for Exclusion (i.e., all Participating Class Members)
9 will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
10 discharged the Released Parties as to and from all Released Claims. (*Id.* at ¶ 31.)

11 5. Released PAGA Claims: The “Released PAGA Claims” are limited to claims pursuant
12 to PAGA that were alleged in the Operative Complaint and the LWDA Notices or that could have
13 been alleged based on the facts set forth in the Operative Complaint and the LWDA Notices, arising
14 out of or related to services performed for Defendant during the PAGA Period. (*Id.* at ¶ 6(bb).)
15 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all
16 Aggrieved Employees shall also be deemed to have fully, finally, and forever released, settled,
17 compromised, relinquished, and discharged the Released Parties as to and from the Released
18 PAGA Claims. (*Id.* at ¶ 31.)

19 6. General Release of Plaintiff Carmona. In addition, upon the Effective Date and full
20 funding of the Gross Settlement Amount, Plaintiff Carmona will be deemed to have fully released
21 and discharged the Released Parties as to and from all claims arising out of or in any way related
22 to his employment with Arrowhead, as further detailed at paragraph 32 in the Settlement. (*Id.* at ¶
23 32.)

24 7. Release of Claims by Plaintiff Evans. In addition, upon the Effective Date and full
25 funding of the Gross Settlement Amount, Plaintiff Evans will be deemed to have fully released and
26 discharged the Released Parties as to and from any and all claims, actions, or causes of action he
27 has or may have against them, or any of them, except for claims to enforce this Settlement and his
28 causes of action presently alleged in his operative complaint in the lawsuit he filed in Orange

County Superior Court, Case No. 30-2025-01475259-CU-WT-CJC, for discrimination based on race and/or color; harassment; disability discrimination; retaliation; failure to engage in a good faith interactive process; failure to accommodate; failure to take all reasonable steps to prevent discrimination, harassment, and/or retaliation; negligent hiring, training, retention, and supervision; violation of Labor Code sections 1102.5, 98.6, and 6310; and constructive discharge/wrongful termination in violation of public policy (the “Excluded Evans Matters”). (*Id.* at ¶ 33.)

8. Released Parties. “Released Parties” are defined as Defendant and all of its parent, subsidiary, affiliated, and/or related companies and entities, including, without limitation, Industrial Manufacturing Company LLC, past and present, as well as their officers, directors, investors, owners, shareholders, employees, partners, members, successors and assigns, agents, accountants, and attorneys, and each of them, past and present. (*Id.* at ¶ 6(cc).)

9. PAGA Penalties: The Settlement allocates \$50,000.00 from the GSA for PAGA penalties, which will be distributed 75% (\$37,500.00) to the LWDA and 25% (\$12,500.00) to Aggrieved Employees pursuant to the PAGA law governing Plaintiffs’ claims. (*Id.* at ¶¶ 6(x), 13.)

10. Net Settlement Amount: means the GSA less the following Court-approved payments: the LWDA Payment, Aggrieved Employee Share, Attorneys’ Fees, Attorneys’ Costs, Enhancement Payments, and Settlement Administration Costs. (Settlement, ¶ 6(t).) The remainder is to be paid to Participating Class Members. (*Id.* at ¶¶ 6(t), 14(b).)

11. Individual Settlement Share: means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period. (*Id.* at ¶¶ 6(r), 14(b).)

12. Individual PAGA Share: means an Aggrieved Employee’s pro rata share of the 25% Aggrieved Employee Share of the PAGA Amount, calculated according to the number of Workweeks he or she worked during the PAGA Period. (*Id.* at ¶¶ 6(p), 13, 14(c).)

13. Uncashed Settlement Checks: Any checks remaining uncashed after 180 calendar days from issuance will become void, and the funds associated with such checks will be transmitted to the Unclaimed Property Fund maintained by the California State Controller’s Office in the name of the

1 applicable payee, thereby leaving no “unpaid residue” subject to the requirements of California Code
2 of Civil Procedure (“CCP”) section 384(b). (*Id.* at ¶ 19.)

3 14. Tax Allocation of Settlement Payments: Eighty percent (80%) of each Participating
4 Class Member’s Individual Settlement Share will be allocated as alleged back wages, and twenty
5 percent (20%) will be allocated as alleged penalties, liquidated damages, and interest. (Settlement,
6 ¶ 26.) One hundred percent (100%) of each Individual PAGA Share will be allocated as penalties.
7 (*Id.*)

8 15. Class Counsel Fees Payment and Class Counsel Expenses Payment: means the Court-
9 approved amount allocated to Class Counsel for reimbursement of their reasonable attorneys’ fees
10 incurred to prosecute the Action, not to exceed thirty-five percent (35%) of the Gross Settlement
11 Amount. (Settlement, ¶ 10.) The Settlement provides, subject to Court approval, a Class Counsel
12 Fees Payment of not more than thirty-five percent (35%) of the GSA, which is currently estimated
13 to be \$385,000.00, and a Class Counsel Expenses Payment of not more than \$95,000.00. (*Id.*) At
14 this time, Plaintiffs’ Counsel’s costs are approximately \$89,718.00. (Moon Decl., ¶ 18, Ex. 5.)

15 16. Class Representative Enhancement Payments: Subject to Court approval, Plaintiff
16 Carmona shall be paid a Class Representative Enhancement Payment not to exceed \$10,000.00,
17 and Plaintiff Evans shall be paid a Class Representative Enhancement Payment not to exceed
18 \$7,500.00. (Settlement, ¶ 11.) These amounts are for Plaintiffs’ efforts and work in prosecuting the
19 Action and in consideration of their respective releases. (*Id.* at ¶¶ 11, 32-33.)

20 17. Notice of Proposed Settlement: The Class Notice will be mailed in English via first-
21 class United States Postal Service (“USPS”) mail. (Settlement, ¶ 17.) The Class Notice is sufficient
22 in English and does not need to be translated into any language as Class Members are proficient in
23 English. (Moon Decl., ¶ 31.) Simpluris, the proposed Settlement Administrator, will undertake its
24 best efforts to ensure notice is provided to current addresses, including conducting a search against
25 the USPS National Change of Address Database or another similar service. (Settlement, ¶ 17.)
26 Defendant will provide the Class List within fifteen (15) business days of preliminary approval.
27 (*Id.* at ¶ 16.) The Settlement Administrator will mail notices within fourteen (14) calendar days of
28 receiving the Class List. (*Id.* at ¶ 17(a).) Returned notices will be subject to a skip-trace and re-

1 mailed within five (5) calendar days, with no obligation to re-mail a notice more than once. (*Id.* at
2 ¶ 17(b).) Settlement Administration Costs are estimated not to exceed \$12,820.00. (Moon Decl., ¶
3 20, Ex. 6; Settlement, ¶ 12.) The Declaration of Michael Bui is filed concurrently herewith and
4 describes Simpluris's qualifications, data security procedures, and insurance.

5 18. Response Deadline and Procedures: Class Members will have sixty (60) calendar days
6 from the date of initial mailing to object, opt out, or challenge the number of Workweeks credited to
7 them, with an extension of fifteen (15) calendar days for re-mailed notices. (Settlement, ¶¶ 6(ee), 18,
8 20, 23.) Class Members who wish to opt out must submit a written Request for Exclusion, and
9 Participating Class Members who wish to object may submit a written Notice of Objection. (*Id.* at ¶¶
10 20, 23.) Class Members need not file a notice of intention to appear at the Final Approval Hearing,
11 and Participating Class Members may appear and present an objection without submitting a written
12 Notice of Objection. (*Id.* at ¶ 23.)

13 19. Funding and Distribution: Within ten (10) calendar days after the Effective Date, the
14 Settlement Administrator will provide the Parties with an accounting of the amounts to be paid under
15 the Settlement. (Settlement, ¶ 9.) Defendant shall fund the GSA through a one-time deposit into a
16 qualified settlement fund account within twenty-one (21) business days of the Effective Date. (*Id.*)
17 Defendant shall separately pay its employer-side payroll taxes owed on the wage portion of the
18 Individual Settlement Shares in addition to the GSA. (*Id.* at ¶ 6(o).) The Settlement Administrator
19 shall distribute the payments due under the Settlement within seven (7) calendar days of Defendant's
20 funding. (*Id.* at ¶ 9.)

21 20. Website and Final Judgment: The Parties will provide the Settlement Administrator with
22 a copy of the Final Judgment once it is entered by the Court. (Settlement, ¶ 56.) The Settlement
23 Administrator will post the Final Judgment on its website within three (3) business days of receipt.
24 (*Id.*)

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

26 To prevent fraud, collusion, or unfairness to the class, the settlement of a class action
27 requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This
28 Court has wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super.*

1 Ct. (1979) 89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached
2 through arm's-length bargaining; (2) investigation is sufficient to allow counsel and the court to
3 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
4 is small. (*Dunk*, 48 Cal.App.4th at p. 1800.)

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

17 As discussed below, Plaintiffs' Counsel have provided information necessary for this Court
18 to determine that the proposed settlement is fair, adequate, and reasonable.

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

21 **1. The Settlement Is the Product of Discovery, Investigation, and**
22 **Informed and Non-Collusive Arm's-Length Negotiations**

23 Courts presume the absence of fraud or collusion in the negotiation of a settlement. (Conte
24 & Newberg, *Newberg on Class Actions* (3rd Ed.) § 11.51.) Settlement is favored, and assessed
25 realistically. (*Stamburgh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th
26 Cir. 1989) 883 F.2d 438, 447 ["The fact that a plaintiff might have received more if the case had
27 been fully litigated is no reason not to approve the settlement."].)

1 Here, the Settlement was reached following a full-day mediation session with experienced
2 mediator Deborah Saxe, Esq., and continued negotiations conducted with the Mediator's
3 assistance. (Settlement, ¶ 4; Moon Decl., ¶ 13.) Prior to settling, Plaintiffs' Counsel conducted
4 formal and informal discovery and investigation, including reviewing time and pay records for
5 nearly all Class Members, Defendant's wage-and-hour policies and practices, and written
6 discovery responses; participating in the depositions of Plaintiffs, multiple company witnesses,
7 and seven putative Class Members; prepared Plaintiffs' motion for class certification; retained a
8 statistical expert to analyze the records produced by Defendant and prepare a damages analysis;
9 and investigating the applicable law regarding the claims and defenses asserted in the litigation.
10 (Moon Decl., ¶¶ 10-11.) Thus, Plaintiffs' Counsel were able to evaluate the probability of class
11 certification, success on the merits, and Defendant's maximum and realistic monetary exposure.
12 (*Id.* at ¶ 11.)

13 Plaintiffs' Counsel have considerable experience litigating wage-and-hour class and PAGA
14 actions. (*Id.* at ¶¶ 53-67.) This supports the conclusion that the Settlement terms are based on
15 objective evidence weighed against the risks and expenses of continued litigation.

16 **2. The Settlement Is Fair and Reasonable in Light of the Parties'**
17 **Respective Legal Positions**

18 A settlement is not judged against what a plaintiff might have recovered had he prevailed
19 at trial, nor does the settlement have to provide 100% of the damages sought to be fair and
20 reasonable. (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250
21 ["Compromise is inherent and necessary in the settlement process...even if the relief afforded by
22 the proposed settlement is substantially narrower than it would be if the suits were to be
23 successfully litigated, this is no bar to a class settlement because the public interest may indeed be
24 served by a voluntary settlement in which each side gives ground in the interest of avoiding
25 litigation."])

26 The Settlement obviates the significant risk that this Court may deny certification of all or
27 some of Plaintiffs' claims. (Moon Decl., ¶ 44.) While Plaintiffs are confident in the merits of their
28 claims, a legitimate controversy exists as to each cause of action. (*Id.* at ¶ 42.) Plaintiffs also

1 recognize that proving the amount of wages due to each Class Member would be an expensive,
2 time-consuming, and uncertain proposition. (*Id.*) Furthermore, even if Plaintiffs were able to
3 pursue their claims on a class-wide basis and thereafter obtained certification of all or some of the
4 claims, continued litigation would be expensive, involving a trial and possible appeals, and would
5 substantially delay and reduce any recovery by the Class Members. (*Id.* at ¶ 44.)

6 The proposed settlement of \$1,100,000.00 therefore represents a substantial recovery when
7 compared to Plaintiffs’ reasonably forecasted recovery. (*Id.* at ¶ 47.) Because of the proposed
8 Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an
9 unfavorable judgment. (*Id.* at ¶ 41.) When considering the risks of litigation, the uncertainties
10 involved in achieving class certification, the burdens of proof necessary to establish liability, the
11 probability of appeal of a favorable judgment, the settlement amount of \$1,100,000.00 is within
12 the “ballpark” of reasonableness, and preliminary settlement approval is appropriate. (*Id.* at ¶ 47.)

13 The Net Settlement Amount available for settlement payments is no less than **\$539,680.00**
14 for an estimated Class size of **1,095 individuals**.² (*Id.* at ¶ 46.) As a result, it is estimated each
15 Participating Class Member is eligible to receive an average benefit of approximately **\$492.86**
16 prior to tax withholdings on the wage portion of payments. (*Id.*) Considering Class Members’
17 average hourly rate is \$27.22, the average benefit is approximately **18.11 hours of work**. (*Id.*)
18 Additionally, there are **874 Aggrieved Employees** who are each expected to receive an average of
19 **\$14.30** from the total Individual PAGA Shares of \$12,500.00, or a **PAGA Workweek value of**
20 **\$0.14** based on **87,860 Workweeks** during the PAGA Period. (*Id.*) The actual amounts to
21 Participating Class Members and Aggrieved Employees will vary based on each individual’s
22 duration of work during the Class Period or PAGA Period, respectively; thus, those who worked
23 longer for Defendant during the relevant period will receive a benefit greater than the average
24 estimated amount. (*Id.*) Based on 178,000 Workweeks, **the average Workweek value is**

25
26 ² The Net Settlement Amount is at least \$539,680.00, calculated as the \$1,100,000.00 Gross
27 Settlement Amount less the following: \$17,500.00 for the Class Representative Enhancement
28 Payments, consisting of \$10,000.00 to Plaintiff Carmona and \$7,500.00 to Plaintiff Evans; up to
\$12,820.00 for Settlement Administration Costs; \$50,000.00 for the PAGA payments to the LWDA
and Aggrieved Employees; \$385,000.00 for Class Counsel’s attorneys’ fees; and up to \$95,000.00
for Class Counsel’s litigation costs. (Settlement, ¶¶ 6(o), 6(t), 10-13.)

1 **estimated to be \$3.03.** (*Id.*) Assuming a Class Member worked for the entire duration of the Class
2 Period from September 23, 2019 to November 19, 2026 (the hearing date on Plaintiff's motion for
3 preliminary approval), the maximum number of weeks a Class Member could have worked during
4 the Class Period is 374. (*Id.*) As such, the estimated highest Individual Class Share is \$1,133.22
5 (374 Workweeks x \$3.03 avg Workweek value). (*Id.*) Assuming an Aggrieved Employee worked
6 one PAGA Workweek, the estimated lowest Individual PAGA Share is \$0.14. Assuming an
7 Aggrieved Employee worked for the entire duration of the PAGA Period from December 5, 2021
8 to November 19, 2026, the maximum number of workweeks an Aggrieved Employee could have
9 worked during the PAGA Period is 259. (*Id.*) As such, the estimated highest Individual PAGA
10 Share is \$36.26 (259 Workweeks x \$0.14 avg PAGA Workweek value). (*Id.*) Accurate estimates
11 of the high, low, and average payments will be provided to the Court in Plaintiffs' Motion for Final
12 Approval after the Settlement Administrator has processed the Class Data. (*Id.*) Plaintiff
13 Carmona's Individual Settlement Share and Individual PAGA Share are estimated to be \$448.44
14 and \$7.28, respectively. (*Id.* at ¶ 51.) Plaintiff Evans' Individual Settlement Share and Individual
15 PAGA Share are estimated to be \$742.35 and \$7.28, respectively. (*Id.*) Plaintiffs are not receiving
16 any other consideration from Defendants other than provided under the Settlement at issue. (*Id.*)

17 **3. Plaintiffs' Counsel Have Extensive Experience in Class Action**
18 **Litigation**

19 The settlement negotiations were conducted by highly capable and experienced counsel.
20 (*See id.* at ¶¶ 53-67.) Plaintiffs' Counsel have a strong record of vigorous and effective advocacy
21 for their clients and are experienced in handling complex wage and hour class action litigation.
22 (*Id.*) Although Plaintiffs and their counsel were prepared to litigate the claims, they support the
23 proposed Settlement as being in the best interest of the Class Members. (*Id.* at ¶ 32.)

24 **B. The Proposed Class Notice of Settlement Should Be Approved**

25 The proposed Notice of Class and Representative Action Settlement ("Class Notice"), in
26 the form attached to the Settlement as Exhibit A, should be approved for dissemination to the Class.
27 The Class Notice informs the class of the terms of the Settlement and of their rights to be excluded
28 from the Settlement. If there are Class Members who wish to object to this proposed Settlement,

they can also file an objection and be heard at the Final Approval Hearing. Accordingly, the proposed Class Notice meets all the requirements of Rule 3.769(f) of the California Rules of Court.

C. The Proposed Attorneys' Fees and Costs Are Reasonable

The Settlement provides for a Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount (currently estimated to be \$385,000.00) for Plaintiffs' Counsel's attorneys' fees, plus reimbursement for actual out-of-pocket litigation costs not to exceed \$95,000.00. (*Id.* at ¶ 10.) These amounts are subject to Court approval. (*Id.*) These amounts will be disclosed to all Class Members in the proposed Class Notice and are reasonable.

1. Class Counsel Will Request an Award of Fees Based on The "Common Fund" Method

California courts have long awarded attorneys' fees as a percentage of the benefit created by counsel on behalf of a class. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34.) The California Supreme Court affirmed in *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480 that trial courts may determine a reasonable fee by choosing an appropriate percentage of the fund created. (*Id.* at p. 503.) Class Counsel seek an award of attorneys' fees on the "percentage of recovery/common fund" theory, which serves to "spread litigation costs proportionally among all the beneficiaries" (*Vincent v. Hughes Air West, Inc.* (1977) 557 F.2d 759, 769.) Attorneys' fees that are fifty percent of the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. (*See Conte & Newberg, Newberg on Class Actions* (3rd Ed.) § 14.03.)

Here, Plaintiffs request attorneys' fees equal to 35% of the Gross Settlement Amount, consistent with prevailing guidelines. (*Compare* Settlement, ¶ 10 *with Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11. [stating fee awards in class actions average around one-third of the recovery.]

Additionally, the fee-shifting provisions of Labor Code §§ 218.5, 226, 1194 and 2699, *et seq.* would permit Plaintiffs to recover their actual attorneys' fees, even if those fees were larger than the total class recovery at the conclusion of this case. This further supports the reasonableness of the requested fee. Plaintiffs' Counsel also undertook this matter solely on a contingent basis,

1 with no guarantee of recovery. (*Id.*)

2 **2. The Experience, Reputation and Ability of Plaintiffs’ Counsel Support**
3 **the Requested Fee Award**

4 As demonstrated by their past experience in pursuing class actions on behalf of consumers
5 and employees, Plaintiffs’ Counsel possess considerable expertise in litigating class actions and
6 have been involved as lead counsel or co-counsel in several class actions, resulting in millions in
7 recovery. (Moon Decl., ¶¶ 53-68.)

8 Their experience in wage and hour class actions was integral in evaluating the strengths
9 and weaknesses of the case and the reasonableness of the settlement. (*Id.* at ¶ 69.) Therefore, the
10 requested fee award is reasonable and fair. A detailed analysis of why the fee request is appropriate,
11 including contemporaneously made billing entries to support a lodestar analysis, will be provided
12 in support of Plaintiffs’ motion for final approval.

13 **D. The Enhancement Payments To Plaintiffs are Reasonable**

14 Named plaintiffs in class action lawsuits are eligible for reasonable incentive payments to
15 compensate them for the expense or risk they have incurred in conferring a benefit on the class.
16 (*Munoz, supra*, 186 Cal.App.4th at p. 412.) Service awards are particularly important in wage and
17 hour cases where retaliation against employees for asserting statutory rights is widespread despite
18 anti-retaliation protections. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.)

19 The Settlement provides Class Representative Enhancement Payments of up to \$10,000.00
20 to Plaintiff Carmona and \$7,500.00 to Plaintiff Evans, subject to Court approval. (Settlement, ¶
21 11.) Plaintiffs devoted significant time assisting counsel in prosecuting the Action, including
22 providing information and employment documents, explaining the factual basis for the claims,
23 communicating with counsel throughout the litigation, making themselves available to prepare for
24 and participate in mediation, and being deposed by Defendant. (Moon Decl., ¶¶ 48-52; Declaration
25 of Plaintiff Joel Alejandro Carmona in Support of Approval of Class Action and PAGA Settlement
26 [“Carmona Decl.”], ¶¶ 11-22; Declaration of Plaintiff Corey Evans in Support of Approval of Class
27 Action and PAGA Settlement [“Evans Decl.”], ¶¶ 11-22.) Plaintiffs estimate that they each devoted
28 approximately 35 to 40 hours to the Action and expect to continue assisting through settlement

1 approval and distribution. (Carmona Decl., ¶ 22; Evans Decl., ¶ 22.) These amounts are reasonable,
2 particularly in light of Plaintiffs’ efforts and the substantial benefits generated for the Class.
3 (Settlement, ¶¶ 11, 32-33; Moon Decl., ¶¶ 48-52.) A detailed analysis of why the proposed amounts
4 are appropriate will be provided in support of Plaintiffs’ motion for final approval.

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

6 **A. Legal Standard**

7 The proposed Settlement Class is well suited for class certification. Code of Civil Procedure
8 section 382 provides that when a question is of common or general interest, one or more may sue
9 or defend for the benefit of all. Two requirements must be met: (1) an ascertainable class; and (2)
10 a well-defined community of interest in the questions of law and fact. (*Daar v. Yellow Cab Co.*
11 (1967) 67 Cal. 2d 695, 704.) The community-of-interest requirement embodies three factors: (1)
12 predominant questions of law or fact; (2) class representatives with claims or defenses typical of
13 the class; and (3) class representatives who can adequately represent the class.” (*Richmond v. Dart*
14 *Indus., Inc.* (1981) 29 Cal. 3d 462, 470.) California law favors the fullest and most flexible use of
15 the class action device, and any doubt as to the appropriateness of class treatment should be
16 resolved in favor of certification. (*Id.* at pp. 469-75.)

17 **B. Plaintiffs Maintain That The Criteria For Class Certification Are Satisfied**

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

19 The proposed class is ascertainable because the class definition is sufficiently precise,
20 consists of 1,095 class members, and Class Members can be readily identified from Defendant’s
21 regular business records based on their employment by Defendant in California, non-exempt
22 classification, and actual work during the Class period. (*See Miller v. Woods*, 148 Cal. App. 3d
23 862, 873 (1983); *Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959-60.)

24 With approximately 1,095 Class Members, numerosity is plainly satisfied. (*Rose v. City of*
25 *Hayward* (1981) 126 Cal.App.3d 926, 934.)

26 **2. There are Many Common Issues of Law and Fact Which Predominate**

27 To satisfy the community of interest requirement, Plaintiffs must show: (1) common
28 questions of law and fact that predominate over individual issues; (2) class representatives must

1 have claims or defenses typical of the class; and (3) class representatives must adequately represent
2 the class. (*Dunk*, 48 Cal. App. 4th at 1806.) This inquiry tests whether proposed classes are
3 sufficiently cohesive to warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v.*
4 *GTE Corp.* (1987) 191 Cal.App.3d 605.) Plaintiffs' claims satisfy all three requirements.

5 In this case, the employment practices at issue include whether Defendant maintained
6 legally compliant policies and practices concerning: the calculation of employees' regular rates of
7 pay for overtime wages, sick pay, and meal period premiums; payment for all hours worked,
8 including time allegedly spent waiting to clock in, undergo COVID-19 screening, and perform
9 work after clocking out; the rounding of employees' time entries; the provision of compliant meal
10 periods; the authorization and permission of compliant rest periods; reimbursement of necessary
11 business expenses; payment of all wages due upon termination; and the provision of accurate
12 itemized wage statements. (Moon Decl., ¶¶ 5, 34-42.) Plaintiffs contend that these factual and legal
13 issues arise from policies and practices applicable to the Class and are therefore common to all
14 Class Members. Further, Class Members allegedly suffered from and seek redress for the same
15 types of injuries. Because Class Members would rely on substantially the same evidence and
16 resolve common issues of law and fact to prevail, settlement on a class wide basis is preferable to
17 requiring each Class Member to litigate individual claims. Thus, the Court should conditionally
18 certify the Class for settlement purposes because common questions of law and fact predominate
19 over any individual questions.

20 3. Plaintiffs' Claims Are Typical of the Claims of the Class

21 The typicality requirement does not focus on the individual characteristics or circumstances
22 of the representative plaintiff compared to those of the remainder of the class, but rather upon the
23 typicality of the proposed representative's claims as they relate to the defendant's conduct and
24 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 ["[t]he only requirements are that
25 common questions of law and fact predominate and that the class representative be similarly
26 situated" vis-à-vis the class.]) A representative plaintiff's claims are typical of the class if they
27 arise from the same event, practice, or course of conduct and rest on the same legal theories. (*Id.*)
28 That is precisely the case here. Plaintiffs are former employees of Defendant who worked in non-

1 exempt, hourly-paid positions during the Class Period. As such, they allege that they were subject
2 to the same wage-and-hour policies and practices as other similarly situated employees and that
3 their claims arise from the same alleged conduct affecting the Class. (Carmona Decl., ¶¶ 2, 5-8;
4 Evans Decl., ¶¶ 2, 5-8.)

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

6 The adequacy of representation requirements is met by fulfilling two conditions: first, a
7 named plaintiff must be represented by counsel qualified to conduct the pending litigation; second,
8 a named plaintiff's interests cannot be antagonistic to those of the class. (*McGhee v. Bank of*
9 *America* (1976) 60 Cal.App.3d 442, 451.)

10 Here, all requirements are met. Plaintiffs retained counsel with extensive experience in
11 prosecuting complex class actions, including similar class actions that previously settled. (Moon
12 Decl., ¶¶ 53-68.) With their combined experience, Plaintiffs' Counsel unquestionably are
13 "qualified, experienced and generally able to conduct the proposed litigation." (*Miller, supra*, 148
14 Cal.App.3d at 875.) In addition, Plaintiffs have no conflicts with the Class and have, together with
15 counsel, diligently prosecuted this case, provided information and documents concerning their
16 employment, participated in the litigation and mediation process, and reviewed the Settlement
17 terms. (Carmona Decl., ¶¶ 8-21; Evans Decl., ¶¶ 8-21.) Plaintiffs' willingness to serve as Class
18 Representatives and their continued participation demonstrate their serious commitment to
19 protecting the interests of the Class and achieving the best result reasonably possible. (Carmona
20 Decl., ¶¶ 11-21; Evans Decl., ¶¶ 11-21; *McGhee, supra*, 60 Cal.App.3d at p. 451.)

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

22 Finally, in making its class certification decision, the Court must determine that a class
23 action would be superior to alternative means for the fair and efficient adjudication of the litigation.
24 By consolidating many potential individual actions into a single proceeding, this Court's use of the
25 class action device enables it to manage this litigation in a manner that serves the economics of
26 time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly
27 situated employees with small but nevertheless meritorious claims for damages would, as a
28 practical matter, have no means of redress because of the time, effort and expense required to

1 prosecute individual actions. (*Gentry v. Super. Ct.* (2007) 42 Cal. 4th 443, 457-62; *Leyva v.*
2 *Medline Ind.* (9th Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the
3 superiority concerns are essentially non-existent.

4 **V. THE PROPOSED NOTICE IS CONSTITUTIONALLY SOUND**

5 **A. The Proposed Notice Plan Satisfies Due Process**

6 Notice requirements are set forth in the California Rules of Court. Cal. Rules of Court, Rule
7 3.766 (e) and (f). California law vests the Court with broad discretion in fashioning an appropriate
8 notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no statutory or
9 due process requirement that every Class Member receive actual notice, but here, the Settlement
10 provides for direct notice by first-class U.S. mail to each Class Member at his or her most current
11 known address after the Settlement Administrator conducts a search of the National Change of
12 Address Database or another similar service. (Settlement, ¶ 17.) As the Court of Appeals has
13 explained, “[t]he notice given should have a reasonable chance of reaching a substantial percentage
14 of the Class Members” (*Id.* at p. 974.) In this case, notice will be provided by direct first-
15 class U.S. mail to each Class Member at his or her most current known address, which is the best
16 practicable form of notice under the circumstances. (Settlement, ¶ 17.)

17 **B. The Class Notice Is Accurate and Informative**

18 The proposed Class Notice should be approved. It will be disseminated in English by direct
19 first-class U.S. mail to each Class Member’s most current known address. (Settlement, ¶ 17.) It
20 informs Class Members of the material Settlement terms, the calculation of their estimated
21 Individual Settlement Shares and Individual PAGA Shares, and their rights to dispute the number
22 of Workweeks credited to them, request exclusion, object to the Settlement, and appear and be
23 heard at the Final Approval Hearing. (*Id.* at ¶¶ 17-23, Ex. A.)

24 The Class Notice is neutral, summarizes the proceedings and the Settlement terms, and
25 makes clear that Defendant denies all allegations and that the Settlement does not constitute an
26 admission of liability or wrongdoing. (*Id.* at Ex. A.) It also advises Class Members that the
27 Court has not yet determined whether to grant final approval of the Settlement. (*Id.*)
28 Accordingly, the Class Notice complies with the standards of fairness, completeness, and

1 neutrality required of a combined settlement and class-certification notice.

2 **VI. CONCLUSION**

3 For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary
4 approval of the proposed settlement and set a Final Approval Hearing no earlier than 140 days
5 from preliminary approval.

6 Respectfully submitted,

7 Dated: September 1, 2026

MOON LAW GROUP, PC

9 By: _____
10 Kane Moon
11 Allen Feghali
12 Jacquelyne VanEmmerik
13 Attorneys for Plaintiffs
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28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
5 Angeles, California 90017. On **September 1, 2026**, I served the foregoing document described
6 as:

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

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
11 addressed as follows:

12 Attorneys for Defendant

13 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
14 parties to accept electronic service, I caused the documents to be sent to the persons at
15 the electronic service addresses listed above via third-party cloud service **CASE**
16 **ANYWHERE.** I did not receive an error message.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Executed this, **September 1, 2026** at Los Angeles, California.

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Ivette Hernandez
Type or Print Name

/s/ Ivette Hernandez
Signature