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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SHERRIE GRIZZELLE and FATIMA
ALRAZAA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

LUTHERAN SOCIAL SERVICES OF
SOUTHERN CALIFORNIA, a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2520891
*[Assigned to Hon. Winston Keh, Dept S37, for
all purposes]*

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

*Filed Concurrently with Declarations in
Support Thereof and [Proposed] Order*

Hearing

Date: September 16, 2026
Time: 8:30 a.m.
Dept.: S37

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on September 16, 2026, 8:30 a.m., or as soon thereafter as
3 the matter may be heard by the Honorable Winston Keh, presiding in Department S37 of the San
4 Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA
5 92415, Plaintiffs Sherrie Grizzelle and Fatima Alrazaa, individually and on behalf of all others
6 similarly situated, will and hereby do move the Court for entry of an Order preliminarily
7 approving the Class Action and Private Attorneys General Act ("PAGA") settlement between
8 Plaintiffs and Defendant Lutheran Social Services of Southern California, including:

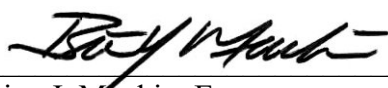
- 9 1. Certifying the class for purposes of settlement only;
- 10 2. Preliminarily appointing Plaintiffs as class representatives for settlement
11 purposes;
- 12 3. Appointing Plaintiffs' counsel as class counsel for purposes of settlement only;
- 13 4. Preliminarily approving the class action and PAGA settlement as fair, adequate,
14 and reasonable, based upon the terms set forth in the Settlement Agreement;
- 15 5. Directing distribution of the Class Notice, including notice of the opportunity to
16 exclude oneself from, or object to, the settlement;
- 17 6. Setting a date for a final fairness hearing to determine, following dissemination of
18 the Class Notice, whether to grant final approval of the Settlement.

19 This motion is based upon this Memorandum of Points and Authorities in Support
20 thereof; the Declarations of Plaintiffs' counsel (Brian Mankin and Peter Carlson); the
21 Declaration of Plaintiffs; the Class Action and PAGA Settlement Agreement (the "Settlement
22 Agreement"); the proposed Order granting Preliminary Approval of the Settlement; all other
23 records, pleadings, and papers filed in this action; and upon such other evidence or argument as
24 may be presented to the Court at the hearing of this motion.

25 Dated: August 24, 2026

LAUBY, MANKIN & LAUBY LLP

26
27 BY:



28 Brian J. Mankin, Esq.
Attorneys for Plaintiffs and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs seek preliminary approval of a \$600,000 class action settlement on behalf of
4 approximately 500 Class Members, defined as “all current and former nonexempt employees
5 employed by Defendant Lutheran Social Services of Southern California in California at any
6 time during the Class Period of July 18, 2021, through March 31, 2026.

7 Under the terms of the Settlement Agreement,¹ Defendant will not oppose Plaintiffs’
8 Counsel’s application for a reasonable award of attorneys’ fees not to exceed \$200,000 (1/3 of
9 the Settlement Amount), litigation expenses not to exceed \$30,000, Settlement Administrator
10 Costs of \$10,500, PAGA penalties of \$20,000 (65% to LWDA and 35% to Aggrieved
11 Employees), and Service Payments totaling \$20,000 to Plaintiffs (the “Class Representative”) for
12 the substantial work performed on behalf of the Class. (S.A. ¶ 46).

13 After all Court-approved deductions from the Settlement Amount, it is estimated that
14 \$319,500.00 will be available to pay the Class Members, as follows:

15

<i>Settlement Amount</i>	\$ 600,000.00
Attorneys’ Fees (1/3)	\$ 200,000.00
Litigation Costs (not to exceed)	\$ 30,000.00
Administrator Costs	\$ 10,500.00
PAGA Penalties	\$ 20,000.00
Class Representatives Service Awards	\$ 20,000.00
<i>Net Settlement Amount</i>	\$ 319,500.00

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20 Assuming 500 Class Members, the average payment will be approximately \$639 (NSA /
21 500). However, the actual payments will be calculated on a pro-rata basis according to the
22 number of Weeks Worked by each Class Member during the Class Period (S.A. ¶ 46(c)). The
23 Class Members collectively worked approximately 40,000 Workweeks, so Class Members will
24 receive approximately \$8 for each week worked during the Class Period. There are about 246
25 total weeks in the Class Period, so this results in an estimated high payment of \$1,968 for a Class
26 Member who worked the full period. In addition, approximately 230 Aggrieved Employees will
27

28 ¹ The Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “S.A.”) is
attached as Exhibit A to the Decl. of Brian Mankin (“Mankin Decl.”).

1 receive a share of the \$7,000 PAGA Penalties (35% of the \$20,000 allocation), calculated pro-
2 rata based on Pay Periods Worked during the PAGA Period. (S.A. ¶ 46(h)). (Mankin Decl. ¶ 12).

3 Because the settlement is fair, reasonable, and negotiated at arm's length by experienced
4 counsel and an experienced mediator following a sufficient exchange of information and
5 documents prior to mediation, it should be preliminarily approved. Plaintiffs respectfully request
6 that the Court enter an order preliminarily approving the settlement, conditionally certifying the
7 Class under Code of Civil Procedure § 382 for settlement purposes, approving the proposed
8 Class Notice, appointing Plaintiffs' counsel as class counsel, appointing Phoenix Settlement
9 Administrators as the Administrator, and scheduling a hearing for final approval.

10 **II. BACKGROUND**

11 **A. THE CLASS**

12 The Class is defined as follows:

13 All current and former nonexempt employees employed by
14 Defendant in California during the Class Period (July 18, 2021,
through March 31, 2026). (S.A. ¶¶ 6, 10).

15 **B. PROCEDURAL HISTORY**

16 On July 18, 2025, Plaintiff Grizzelle submitted a letter to the Labor and Workforce
17 Development Agency ("LWDA") for civil penalties under the Private Attorneys General Act of
18 2004 ("PAGA"), and simultaneously sent a letter to Defendant requesting the production of
19 personnel and timekeeping records to further evaluate her wage and hour claims. (Mankin Decl.
20 ¶ 15).

21 That same day, Plaintiff Grizzelle commenced the Class Action by filing a complaint
22 against Defendant on a putative class action basis, alleging the following causes of action: (a)
23 failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal
24 periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to
25 pay vested vacation wages, (g) failure to timely pay wages upon separation of employment, (h)
26 failure to provide accurate itemized wage statements, and (i) unfair and unlawful competition.
27 After the LWDA exhaustion period ran and the LWDA declined to assert jurisdiction over the
28 PAGA Claims, Plaintiff Grizzelle filed a separate PAGA Action on October 2, 2025, which was

1 designated as Case No. CIVSB2529067. The Court deemed the Class Action and PAGA Action
2 related. (Mankin Decl. ¶ 16).

3 After litigation commenced, Defendant retained counsel and immediately began to
4 defend the case. After early discussions among counsel, the Parties agreed to attend private
5 mediation. In preparation for mediation, the Parties informally exchanged documents and
6 information that allowed both sides to calculate the potential damages and evaluate potential risk,
7 including policies and procedures pertaining to the claims, statistics relating to the number of
8 current and former employees, number of shifts, workweeks and pay periods worked and other
9 things, and a sampling of payroll and timekeeping records. This information enabled both
10 parties to take a deep dive into the claims. Additionally, during this process, Plaintiffs and their
11 counsel analyzed, researched, and investigated the potential issues, including matters related to
12 the calculation of damages, trial, and appellate issues and risks. (Mankin Decl. ¶ 17).

13 On February 19, 2026, Plaintiffs and Defendant participated in mediation before Hon.
14 Daniel Buckley (Ret.), who served many years on the bench and is now a well respected class
15 action wage and hour mediator. At the conclusion of mediation, and after extensive arms-length
16 negotiations, the mediator issued a mediator's proposal which was ultimately accepted by the
17 Parties. Pursuant to the Settlement, Plaintiff filed a first amended complaint in the Class Action
18 on May 26, 2026, consolidating the PAGA Action with the Class Action and adding Fatima
19 Alrazaa as a Plaintiff and proposed Class Representative. (Mankin Decl. ¶ 18). The Parties now
20 seek the Court's preliminary approval of the Settlement.

21 **C. BRIEF OVERVIEW OF CLAIMS AND DEFENSES**

22 Plaintiffs alleged numerous wage and hour violations on behalf of the Class Members.
23 However, Defendant vigorously contested and denied Plaintiffs' material allegations on the
24 merits and as to the propriety of a class action or PAGA representative action. Still, Plaintiffs
25 believed there were several strong claims. (Mankin Decl. ¶ 19).

26 For instance, Plaintiffs raised three unpaid wage claims. First, Plaintiffs alleged the Class
27 Members were paid on an hourly basis plus other forms of compensation, such as bonuses, yet
28 those amounts were not included in the calculations for overtime and various other payments.

1 Second, Plaintiffs alleged that Defendant required the Class Members to work off-the-clock (to
2 complete tasks like “charting”). Third, Plaintiffs alleged that Defendant failed to comply with
3 Labor Code § 510 when it did not pay overtime for a seventh consecutive day of work. Plaintiffs
4 also argued these violations resulted in significant unpaid wages, waiting time penalties under
5 Labor Code § 203 and other derivative penalties. However, Defendant opposed each unpaid
6 wage claim on the merits and as to the propriety of class certification. (Mankin Decl. ¶ 20).

7 Plaintiffs also alleged that Class Members were denied compliant meal and rest breaks
8 due to the nature of the work. However, Defendant argued it provided and made all mandated
9 meal and rest breaks available to the Class. Thus, Defendant argued these claims were without
10 merit because, for each violation, a fact-finder would have to determine why a break was
11 noncompliant; if it was the employee’s choice, no liability attaches. (Mankin Decl. ¶ 21).

12 Finally, Plaintiffs alleged a variety of other claims (all of which Defendant disputed),
13 such as failure to reimburse business expenses, failure to timely pay all wages upon separation of
14 employment, and failure to provide accurate itemized wage statements. (Mankin Decl. ¶ 22).

15 Despite the disputed nature of the claims, the Parties concluded that further litigation of
16 the Action would be protracted and expensive, and that it is desirable that the Action be fully and
17 finally settled to limit further risk, expense, and protracted litigation. (Mankin Decl. ¶ 23).

18 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

19 The following is a summary of the principal terms of the Settlement Agreement.

20 **A. SETTLEMENT CONSIDERATION AND ALLOCATION**

21 The \$600,000 Settlement Amount² is non-reversionary and will be paid out to Class
22 Members without the need to submit a claim form or take any affirmative action. It includes (1)
23 Plaintiffs’ attorneys’ fees and costs, as approved by the Court; (2) service awards totaling
24 \$20,000 to Plaintiffs, subject to approval by the Court; (3) Administration Costs, not to exceed
25

26 ² If the “Escalator Clause” (S.A. ¶ 17) is triggered, Defendant may elect to increase the
27 Settlement Amount or shorten the Class Period (but not to a date earlier than mediation). If
28 Defendant elects to increase the Settlement Amount, other figures will shift upward along with
the Settlement Amount, such as attorneys’ fees (this is still constrained to 1/3 of the Settlement
Amount) along with increased Administration Costs.

1 \$10,500; (4) a \$20,000 PAGA award, with 65% paid to the LWDA and 35% to the Aggrieved
2 Employees; and (5) the aggregate of all Individual Settlement Amounts of the Participating Class
3 Members. (S.A. ¶ 46). Defendant will separately pay its share of employer payroll taxes and
4 withholdings. (*Id.*).

5 **B. NOTICE PROCEDURES**

6 The proposed Notice will be provided to the Class showing the estimated amounts that
7 each Class Member will receive, the number of Work Weeks credited as a Class Member and as
8 an Aggrieved Employee (*See* Exhibit B to Mankin Decl.). Within 21 calendar days after
9 Preliminary Approval, Defendant shall provide the Administrator with the “Class Data”
10 consisting of Class Member names, addresses, Social Security Numbers, Weeks and Pay Periods
11 Worked during the Class/PAGA Period(s). Then, within 10 calendar days of receipt of the Class
12 Data, the Administrator shall calculate the numbers for each Class Member, populate the Notice,
13 and send each Class Member the Notice via first-class, United States mail.

14 If a Notice is returned as undelivered by the U.S. Postal Service, the Administrator shall
15 perform a skip trace search and seek an address correction for the Class Member(s), and a second
16 Notice will be sent to any new or different address obtained.

17 **C. EXCLUSION AND OBJECTION PROCEDURES**

18 Class Members who do not timely Opt-Out of the Settlement will be deemed to
19 participate in the Settlement and shall become a Participating Class Member without having to
20 submit a claim form or take any other action. To Opt-Out of the Settlement, the Class Member
21 must submit a written request to the Administrator no later than 45 days after being mailed by
22 the Settlement Administrator (“Response Deadline”). (S.A. ¶ 34). Any Opt-Out request that is
23 not postmarked by the Response Deadline will be invalid, unless a Notice was remailed in which
24 case the Class Member’s exclusion or objection must be returned by the later of the original
25 Response Deadline or 15 calendar days after the remailing of the notice. (S.A. ¶¶ 63, 67(a)).

26 The Class Notice shall inform Class Members of their right to object to the Settlement.
27 Any Participating Class Member who wishes to object to the Settlement must provide their
28 objection no later than the Response Deadline. (S.A. ¶ 67(c)).

1 **D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES**

2 The amount of each Class Member’s Individual Class Payment is tied to the number of
3 Weeks Worked by each Class Member for Defendant in California during the Class Period.
4 Therefore, Individual Class Payments will be calculated by: (a) dividing the Net Settlement
5 Amount by the total number of Weeks Worked by all Participating Class Members during the
6 Class Period, and (b) multiplying the result by each Participating Class Members’ Weeks
7 Worked. (S.A. ¶ 46(c)). Additionally, each “Aggrieved Employee” will receive an Individual
8 PAGA Payment, calculated by dividing and distributing the \$7,000 on a pro-rata Weeks Worked
9 basis. (S.A. ¶ 46(h)).

10 The Class Notice will inform the Class Members of the number of Weeks Worked during
11 the relevant periods and the estimated Individual Class and PAGA Payments. Class Members
12 may dispute their Weeks Worked by timely submitting evidence to the Settlement Administrator.
13 (S.A. ¶ 65).

14 **E. TIMING OF SETTLEMENT DISBURSEMENTS**

15 Pursuant to the terms of the Settlement Agreement, Defendant is required to fund the
16 Settlement Amount, plus its share of payroll taxes owed on the Individual Class Payments, over
17 the course of two payments with the first payment occurring 10 days after the Effective Date and
18 the second payment on December 1, 2027. Likewise, the Administrator will distribute the funds
19 to the Class within 10 days of receipt of each installment. (S.A. ¶¶ 68-69).

20 Class Members will have 180 days to cash the settlement checks. (S.A. ¶ 70). For any
21 checks remaining uncashed after the second distribution, the Administrator shall issue the
22 unclaimed funds to the California State Controller in the name of the Class Member/Aggrieved
23 Employee. (*Id.*).

24 **F. TAX TREATMENT**

25 The Parties agree that 10% of the Individual Class Payments will be allocated as wages
26 subject to withholding of all applicable local, state and federal taxes and the remaining 90% will
27 be allocated for interest and penalties (pursuant to, *e.g.*, California Labor Code §§ 203, 210, 226,
28 2699 etc.) from which no taxes will be withheld. (S.A. ¶ 46(d)). The Individual PAGA

1 Payments will be classified entirely as civil penalties and shall be reported as required on an IRS
2 Form 1099. (S.A. ¶ 46(h)).

3 **G. PARTICIPATING CLASS MEMBERS' RELEASE OF CLAIMS**

4 In exchange for these payments, the Settlement Agreement at ¶ 31 defines the “Released
5 Class Claims” as follows:

6 all claims that were alleged, or that reasonably could have been
7 alleged based upon the facts stated in the Complaint, including: (1)
8 failure to pay minimum wages, (2) failure to pay overtime wages, (3)
9 failure to provide meal periods, (4) failure to provide rest breaks, (5)
10 failure to reimburse business expenses, (6) failure to pay vested
11 vacation, (7) failure to timely pay final wages, (8) failure to provide
accurate itemized wage statements, and (9) unfair and unlawful
competition. The time period governing the Released Class Claims
shall be the Class Period.

12 **H. AGGRIEVED EMPLOYEES' RELEASE OF CLAIMS**

13 The Settlement Agreement at ¶ 32 also defines the “Released PAGA Claims” as follows:

14 the PAGA claims alleged in the Complaint and in the relevant LWDA
15 notice letters, or that reasonably could have been alleged based on the
16 facts stated in the Complaint and in the relevant LWDA notice letters,
17 including all PAGA claims seeking civil penalties premised upon: (1)
18 failure to pay minimum wages, (2) failure to pay overtime wages, (3)
19 failure to provide meal periods, (4) failure to provide rest breaks, (5)
20 failure to reimburse business expenses, (6) failure to pay vested
21 vacation, (7) failure to timely pay final wages, (8) failure to provide
22 accurate itemized wage statements, and (9) all other claims for civil
23 penalties recoverable under the Private Attorneys General Act, Labor
24 Code §§ 2698 et seq. based on the facts or claims alleged in the
LWDA notice letters and Complaint. The time period governing the
PAGA Released Claims shall be the PAGA Period. The Released
PAGA Claims do not release any Aggrieved Employees' claims for
wages or statutory penalties (“Released PAGA Claims”). The time
period governing the PAGA Released Claims shall be the PAGA
Period. The PAGA Released Claims do not release any Aggrieved
Employees' claims for wages or statutory penalties.

25 Moreover, even if an Aggrieved Employee requests exclusion from the Class settlement,
26 that individual will still be subject to the Released PAGA Claims and will receive a pro-rata share
27 of PAGA Penalties. (S.A. ¶ 51).

28 ///

1 **IV. PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE FOR**
2 **PURPOSES OF SETTLEMENT**

3 California Rule of Court 3.769(d) provides that the Court may make an order approving
4 certification of a provisional settlement class at the preliminary approval stage. It is well-
5 established that trial courts should use a “lesser standard of scrutiny” for determining the
6 propriety of certifying a settlement class, as opposed to a litigation class. *Dunk v. Ford Motor*
7 *Co.* (1996) 48 Cal.App.4th 1794, 1807 at n.19; *Officers for Justice v. Civil Service Com.* (9th Cir.
8 1982) 688 F.2d 615, 633 (“[C]ertification issues raised by class action litigation that is resolved
9 short of a decision on the merits must be viewed in a different light.”); *Amchem Prods., Inc. v.*
10 *Windsor* (1997) 521 U.S. 591, 620 (“Confronted with a request for settlement-only class
11 certification, a district court need not inquire whether the case, if tried, would present intractable
12 management problems . . . for the proposal is that there be no trial.”). As discussed below, for the
13 purposes of this settlement only, Plaintiffs request that this Court provisionally certify the Class,
14 as defined above, under Code of Civil Procedure § 382.

15 **A. ASCERTAINABILITY AND NUMEROSITY**

16 In determining whether a class is ascertainable, the court considers “(1) the class
17 definition, (2) the size of the class, and (3) the means available for identifying the class
18 members.” *Reyes v. San Diego County Board of Supervisors* (1987) 196 Cal.App.3d 1263,
19 1271; *Medraza v. Honda of N. Hollywood* (2008) 166 Cal.App.4th 89, 101 (proposed settlement
20 class is ascertainable if the class members can be objectively identified and given notice of the
21 litigation without unreasonable time or expense). Here, according to Defendant’s records, there
22 are approximately 500 Class Members that are easily identifiable and fall within the defined
23 Class. Thus, Plaintiffs’ proposed Class meets the ascertainability and numerosity requirements.

24 **B. WELL-DEFINED COMMUNITY OF INTEREST**

25 *I. Commonality*

26 To justify certification, the class proponent must show that questions of law or fact
27 common to the class predominate over the questions affecting the individual members. *Arenas v.*
28 *El Torito Rests., Inc.* (2010) 183 Cal.App.4th 723, 732. Here, Plaintiffs contend that the Class

1 was subjected to common policies and practices relating to payment of wages, meal/rest breaks,
2 and so on. While the Parties dispute whether a class would be appropriate if the litigation were to
3 continue, they agree to class certification for the purposes of this settlement only.

4 2. Typicality

5 Typicality “focuses on whether there exists a relationship between the Plaintiff’s claims
6 and the claims alleged on behalf of the class.” *See* Herbert B. Newberg & Alba Conte, *Newberg*
7 *on Class Actions* § 3:13 (4th ed. 2002). Again, the Parties dispute whether Plaintiffs’ claims are
8 typical of the Class for the purposes of any continued litigation of the Action, but agree for the
9 purposes of this settlement only, that Plaintiffs assert claims regarding Defendant’s pay policies,
10 meal and rest break practices, wage statements, and the provisions governing the timely and
11 complete payment of wages, which are at the core of the lawsuit.

12 3. Adequacy of Representation

13 The proposed class representatives must establish that they will adequately represent the
14 proposed class. *Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540, 546.
15 Specifically, Plaintiffs are adequate to represent the class because they were employed by
16 Defendant during the Class Period, experienced the same wage and hour practices as the rest of
17 the Class, understood their duties as Class Representatives, have been willing to undergo the
18 risks of litigation, and have no conflict of interest. (*See* Plaintiffs’ Decls.).

19 Adequacy may be established by the fact that counsel are experienced practitioners. *See*
20 *Local Joint Exec. Bd. v. Las Vegas Sands, Inc.* (9th Cir. 2001) 244 F.3d 1152, 1162. Here,
21 Plaintiffs are represented by Class Counsel with extensive experience in wage and hour class
22 actions like this matter. (Mankin Decl. ¶¶ 2-6; Carlson Decl. ¶¶ 3-9).

23 4. Superiority

24 Certification of the Class for settlement purposes is superior here because there will be a
25 global resolution of all claims at once, which fosters judicial economy. Class certification for
26 settlement purposes is also vastly superior to litigation of numerous individual claims because
27 most of the claims are too small to litigate outside of the class context.

28 ///

1 **V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT,**
2 **WHICH IS FAIR, ADEQUATE, AND REASONABLE**

3 **A. CLASS ACTION SETTLEMENTS ARE SUBJECT TO JUDICIAL REVIEW AND**
4 **APPROVAL UNDER THE CALIFORNIA RULES OF COURT**

5 The law favors settlements. *Bush v. Superior Court* (1992) 10 Cal.App.4th 1374. This is
6 particularly true in class actions where substantial resources can be conserved by avoiding the
7 time, cost, and rigors of formal litigation. However, a class action may not be dismissed,
8 compromised, or settled without the Court's approval. Cal. R. Ct. 3.769(a). The California Rules
9 of Court set forth the procedures for court approval of a class action settlement: (1) the Court
10 preliminarily approves the settlement; (2) class members receive notice as directed by the Court;
11 and (3) the Court conducts a final approval hearing to inquire into the fairness of the proposed
12 settlement. *See* Cal. R. Ct. 3.769(c), (e-g).

13 The decision to approve or reject a proposed settlement lies within the Court's sound
14 discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35. And the
15 Court's ultimate duty is to determine whether the settlement is fair, adequate, and reasonable.
16 *Dunk*, 48 Cal.App.4th at 1801 (setting forth the "fair, adequate, and reasonable" standard).

17 Thus, at the preliminary approval stage, the Court need only determine that the settlement
18 falls within the "range of possible judicial approval," so that notice to the class and the
19 scheduling of the fairness hearing are worthwhile. *See Newberg* § 11:25. Indeed, the Court
20 should grant preliminary approval if there are no "grounds to doubt its fairness or other obvious
21 deficiencies . . . and [the settlement] appears to fall within the range of possible approval."
22 *Manual For Complex Litigation* (Third) § 30.41 (1995); *see Dunk*, 48 Cal.App.4th at 1802. A
23 "presumption of fairness exists where: (1) the settlement is reached through arm's-length
24 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
25 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
26 is small." *Dunk, supra* (citing *Newberg* § 11:41). As shown below, the settlement falls well
27 within the range of approval because there are no grounds to doubt its fairness.

28 ///

1 **B. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, NON-COLLUSIVE**
2 **NEGOTIATIONS**

3 The settlement was the product of extensive arm's length negotiations between counsel
4 and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and
5 professional, the settlement negotiations were adversarial and non-collusive in nature. The
6 settlement reached is the product of substantial effort by the parties and their counsel. Although
7 Plaintiffs and their counsel believed that there was a possibility of certifying the claims, they
8 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
9 decisions on class certification, summary judgment, at trial and/or on the damages awarded,
10 and/or on an appeal that can take several more years to litigate. In addition, if Defendant
11 prevailed on any of the defenses, the employees may not have received any monetary recovery.

12 **C. THE EXTENT OF THE INVESTIGATION WAS MORE THAN SUFFICIENT TO PERMIT**
13 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

14 Plaintiffs thoroughly investigated and evaluated the factual and legal strengths and
15 weaknesses of this case before reaching the settlement. As described above, the settlement was
16 reached after extensive investigation and research, thorough calculations and risk evaluation, and
17 a substantial exchange of information prior to mediation. *See Munoz v. BCI Coca-Cola Bottling*
18 *Co.* (2010) 186 Cal.App.4th 399, 410 (approving settlement where "considerable information
19 [exists] from which to assess the strength of the class claims" and litigation risks).

20 **D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS**

21 To evaluate a settlement, the parties must provide the trial court with "basic information
22 about the nature and magnitude of the claims in question and the basis for concluding that the
23 consideration being paid for the release of those claims represents a reasonable compromise."
24 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.

25 However, *Kullar* does not require review of the outer reaches of possible exposure
26 without considering actual risks of certification, decertification, dispositive motions, and trial,
27 rather only a record which allows "an understanding of the amount that is in controversy and the
28 realistic range of outcomes of the litigation." *Munoz*, 186 Cal.App.4th at 408-9. Thus, a

1 settlement is not judged against what might have been recovered had a plaintiff prevailed at trial,
2 nor does the settlement have to provide 100% of the damages sought to be fair and reasonable.
3 *Wershba*, 91 Cal.App.4th at 250 (“Compromise is inherent and necessary in [settlement] ... even
4 if the relief afforded by the proposed settlement is substantially narrower than it would be if the
5 suits were to be successfully litigated, this is no bar to a class settlement because the public
6 interest may indeed be served by a voluntary settlement in which each side gives ground in the
7 interest of avoiding litigation.”)

8 Here, Defendant raised significant legal and factual defenses that weigh in favor of the
9 reasonableness of the proposed Settlement. In addition to disputing the merits of Plaintiffs’
10 claims, Defendant strongly disputed that Plaintiffs could obtain class certification, arguing a lack
11 of commonality of the legal claims and injuries. Defendant further argued that it complied with
12 the applicable law and that any purported deviations therefrom were individualized in nature,
13 thereby limiting Plaintiffs’ ability to certify the class. Thus, while Plaintiffs assert that this is a
14 suitable case for certification, they realize that there is always a significant risk associated with
15 class certification proceedings, which could limit the claims they could pursue on a class basis.

16 Considering the uncertainties of protracted litigation, this negotiated settlement reflects
17 the best practicable recovery for the Class. While the total Settlement Amount is, of course, a
18 compromise figure, the potential risks and opportunities of both parties were effectively weighed
19 and considered by the parties, resulting in a fair and equitable settlement.

20 Based upon data obtained through formal and informal discovery, and by applying
21 violations rates derived from analysis of extensive documents and data from Defendant,
22 Plaintiffs created damage models estimating the maximum possible class damages and penalties.
23 However, this failed to incorporate or acknowledge many risks at class certification and on the
24 merits, defenses, and other issues (such as violation rates and evidentiary burdens of proof).

25 Thus, when applying risks at class certification and on the merits, and when considering
26 other factors (such as evidentiary burdens of proof), Plaintiffs calculated the risk-adjusted award
27 at trial for the class claims to be \$1,320,000. The full analysis of the maximum and risk-adjusted
28 values is contained in the Mankin Decl. at ¶¶ 24-31 (and, for the sake of brevity, that information

1 is not duplicated in this Motion).

2 Thus, the reasonableness of the settlement is apparent from the fact that the proposed
3 settlement is 45% of the risk-adjusted class damages and penalties. And, for that reason and the
4 others discussed in this Motion, the Parties submit that this settlement is fair and reasonable.

5 **E. PLAINTIFFS' COUNSEL IS EXPERIENCED IN WAGE-AND-HOUR LITIGATION**

6 The view of attorneys conducting the litigation is entitled to significant weight deciding
7 whether to approve a settlement. *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D.
8 15, 18; *Kullar*, 168 Cal.App.4th at 128 (court must consider “the experience and view of
9 counsel”). Here, Plaintiffs’ Counsel are highly experienced in Class/PAGA litigation, having
10 repeatedly been named “Super Lawyer” in employment litigation (a distinction awarded to only
11 5% of litigators), having achieved large settlements and verdicts, including one of the largest
12 PAGA awards in California’s history, collecting over \$300 million for its clients, having tried
13 class and PAGA cases against Fortune 100 companies, among other things. (Mankin Decl. ¶¶ 2-
14 6; Carlson Decl. ¶¶ 3-9). Plaintiffs’ counsel, operating at arm’s length, weighed the strengths and
15 risks of this case, and are of the view that this is a fair and reasonable settlement considering the
16 nature of the claims, realistic risk adjusted value, the complexities of the case, state of the law,
17 and uncertainties of class certification and litigation.

18 **F. THE CLASS NOTICE CONFORMS TO ALL APPLICABLE STATUTES AND RULES**

19 The proposed Notice should be approved, as it fully informs the Class Members of the
20 nature of the lawsuit and each Class Member’s rights under terms of the Settlement Agreement
21 and applicable law. The way the Class Notice shall be disseminated ensures that all or nearly all
22 of the Class Members shall be properly notified of the proposed settlement.

23 The proposed Notice and proposed plan for the Administrator to mail the Notice to the
24 last known address of all class members complies with all the requirements of Cal. Rule of Court
25 3.769(f) and 3.766(b). The proposed Notice includes: (1) the material terms of the settlement; (2)
26 the proposed attorneys’ fees, litigation expenses, and the costs of administration; (3) details
27 about the final fairness hearing and how class members may elect to exclude themselves or make
28 an objection; (4) how class members can obtain additional information; and (5) each Class

1 Members' Individual Class and PAGA Payments. *See* Class Notice (Exhibit B to Mankin Decl.).

2 The Court has wide discretion in approving the means of providing notice, so long as the
3 class representative “provide(s) meaningful notice in a form that should have a reasonable
4 chance of reaching a substantial percentage of class members.” *Archibald v. Cinerama Hotels*,
5 (1976) 15 Cal.3d 853, 861. Here, the Notice will be disseminated directly to the Class Members
6 by first class mail by the Settlement Administrator, since Defendant have the last known
7 addresses of all class members and the Settlement Administrator will perform a skip trace and
8 update those addresses for any Notices that are returned and re-send the same.

9 The Notice satisfies the requirements of Rule of Court 3.766 and affords Class Members
10 with all due process protections required by the U.S. Constitution. Moreover, the contents of the
11 Notice comply with Cal. R. Ct. 3.766(d), because the Notice includes, without limitation (1) a
12 detailed explanation of the case, including the basic contentions or denials of the parties; (2) a
13 statement that the court will exclude the member from the class if the member so requests by a
14 specified date; (3) a procedure for the member to follow in requesting exclusion from the class;
15 (4) a statement that the judgment, whether favorable or not, will bind all members who do not
16 request exclusion; and (5) a statement that any member who does not request exclusion may, if
17 the member so desires, enter an appearance through counsel. The 45-day deadline to opt-out or
18 object is also reasonable, as it provides Class Members sufficient time to do so and, if they so
19 choose, to seek independent legal advice in the interim. If a Class Member does not opt-out, he
20 or she will automatically be sent a settlement check.

21 **G. THE NON-REVERSIONARY “CHECKS CASHED” DISTRIBUTION ENSURES**
22 **MAXIMAL RECOVERY FOR CLASS MEMBERS**

23 The fact that each member who does not opt out of the Settlement shall be mailed a check
24 ensures that every Class Member will be paid unless they affirmatively act to exclude themselves.
25 Moreover, the Settlement Amount is non-reversionary, which means that no settlement funds
26 will revert to Defendant; instead, if any checks are uncashed by the deadline, the funds will be
27 transferred to the State Controller’s Office subject to approval of the Court. Such terms are
28 favored by Courts and demonstrate that there was no collusion between counsel for the parties

1 and that the Settlement is fair and favorable to the Class Members.

2 **H. THE ATTORNEY’S FEES AND COSTS ALLOCATION IS FAIR**

3 Under the terms of the Settlement Agreement, Class Counsel is seeking reimbursement
4 of up to \$30,000 in litigation costs, along with attorneys’ fees equal to one-third of the
5 Settlement Amount. See, e.g., *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th. 480 (approving
6 1/3 fee in the amount of \$6.33 million at a 2.13 lodestar multiplier, and holding that when class
7 action litigation establishes a monetary fund for the benefit of the class members, the trial court
8 may determine the amount of a reasonable fee by choosing an appropriate percentage of the
9 fund created); *Stuart v. RadioShack Corp.* (N.D. Cal. Aug. 9, 2010) 2010 WL 3155645
10 (approving fee 1/3 from settlement amount of \$4.5 million since 1/3 was “well within the range
11 of percentages which courts have upheld as reasonable in other class action lawsuits”).

12 Once the Court grants preliminary approval and Notice is disseminated, Plaintiffs’
13 counsel will submit a comprehensive request for attorneys’ fees and costs with final approval.

14 **I. THE REQUESTED SERVICE AWARD REQUEST IS FAIR AND APPROPRIATE**

15 The Settlement Agreement provides an incentive award payments totaling \$20,000 to the
16 Class Representatives, with \$10,000 each to Plaintiffs. These amounts are reasonable given the
17 recovery Class Members will receive on average, as well as the time and effort they devoted to
18 this case. Their efforts included providing factual background for the litigation; providing
19 documents and information about Defendant’s compensation plan; participating in phone calls to
20 discuss litigation and settlement strategy; making themselves available throughout the litigation
21 to assist with analyzing the claims and defenses; helping Class Counsel prepare for the
22 mediation; assisting with discovery and deposition strategy, and; reviewing the settlement
23 documents. The Class Representatives also assumed significant risk in this litigation —namely,
24 had they lost, they could have been ordered to pay Defendant’s costs.

25 The requested service award falls within the range of incentive payments typically
26 awarded to Class Representatives in similar class actions. See, e.g., *Bond v. Ferguson*
27 *Enterprises, Inc.* (E.D. Cal. 2011) 2011 WL 2648879 (approving \$11,250 service awards in class
28 action); *Ross v. US Bank National Association* (N.D. Cal. 2010) 2010 WL 3833922, at *2

(approving \$20,000 enhancement award in California wage-and-hour class settlement); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 415, 493 (approving service awards of \$15,000 from a \$300,000 settlement fund in a wage/hour class action); *West v. Circle K Stores, Inc.* (E.D. Cal. 2006) 2006 U.S. Dist. LEXIS 76558, at *28 (finding service awards “of \$ 15,000 each to be reasonable.”); *Glass v. UBS Fin. Servs.* (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 8476, at *52 (finding “requested payment of \$25,000 to each of the named Plaintiff is appropriate” in wage and hour settlement).

VI. THE COURT SHOULD APPOINT PHOENIX AS ADMINISTRATOR

Subject to the Court’s approval, the parties agreed to Phoenix Settlement Administrators serving as the Settlement Administrator. Phoenix is experienced in administering class action settlements and has provided a flat-fee proposal to administer this settlement for \$10,500. (Mankin Decl. ¶ 44; Exhibit D [Phoenix’s bid]).

VII. THERE ARE NO RELATED CASES

Plaintiffs’ counsel has conducted a diligent search for related cases against Defendant that would be impacted by this settlement. Based on this search, Plaintiffs’ counsel did not find any other pending class action and PAGA cases that would be impacted by this settlement and, moreover, Plaintiffs’ counsel attest that their firm is not otherwise aware of any other pending cases that would be impacted by this settlement. (Carlson Decl. ¶ 10).

VIII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

The last step in the approval process is the formal hearing, whereby proponents of the Settlement may explain and describe its terms and conditions and offer argument in support of approval, and Class Members or their counsel may be heard in support of or in opposition to the settlement. Subject to the Court’s approval, the Parties propose that the Court schedule a hearing for final approval approximately 130 days after the Preliminary Approval Date, as follows:

September 16, 2026	Preliminary Approval (PA) hearing
October 19, 2026 (31 days after PA)	Deadline for Administrator to complete first mailing of the Class Notice to all Class Members.
December 3, 2026 (45 days after mailing)	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.

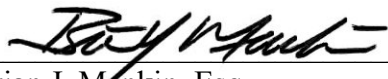
16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Approx. January 20, 2027	Final Approval Hearing

IX. CONCLUSION

For all the foregoing reasons, Plaintiffs respectfully request that the Court grant the motion for preliminary approval of the settlement.

Dated: August 24, 2026

LAUBY, MANKIN & LAUBY LLP

BY: 
 Brian J. Mankin, Esq.
 Attorneys for Plaintiffs and the Class

[illegible]

On August 24, 2026, I caused to be served the foregoing document(s) described as follows:

I declare that I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[] Federal I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

-18-

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