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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FLORENCE SAMOSA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

MOUNT CARMEL HEALTH MINISTRIES,
INC.; SANTA TERESITA, INC.; MARYCREST
MANOR; SACRED HEART RETREAT
HOUSE, INC.; CARMELITE SISTERS OF THE
MOST SACRED HEART OF LOS ANGELES;
and DOES 3 through 10, inclusive,

Defendants

Case No.: 25STCV20994

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with the Declaration of Kane Moon, the
Declaration of Florence Samosa, the
Declaration of Sean Hartranft, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: September 29, 2026

Time: 9:00 a.m.

Dept.: 6

Judge: Hon. Elihu M. Berle

Action Filed: July 15, 2025

Trial Date: Not set

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

2 PLEASE TAKE NOTICE that on September 29, 2026 at 9:00 a.m. in Department 6 of this
3 Court located at 312 North Spring Street, Los Angeles, California, 90012 pursuant to Code of Civil
4 Procedure section 382 and California Rules of Court, rule 3.769 *et seq.*, Plaintiff Florence Samosa
5 (“Plaintiff”) will, and hereby does, move the Court for an order granting preliminary approval of the
6 proposed class action and PAGA settlement between Plaintiff and Defendants Mount Carmel Health
7 Ministries, Inc., Santa Teresita, Inc., Marycrest Manor, Sacred Heart Retreat House, Inc., and Carmelite
8 Sisters of the Most Sacred Heart of Los Angeles (collectively, “Defendants”). Specifically, Plaintiff
9 moves the Court for an order:

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

18 The motion will be based upon this notice, the attached memorandum of points and authorities,
19 the supporting declarations and attachments thereto, the record and files in this action, and any other
20 evidence or argument that the Court may properly receive at or before the hearing.

21 As this Motion is unopposed, the Parties respectfully request relief from the page limit
22 requirement set by California Rules of Court, Rule 3.1113(d).

23 Respectfully submitted,

24 Dated: August 28, 2026

MOON LAW GROUP, PC

25 By: _____

26 Kane Moon
27 Allen Feghali
28 Chancellor D. Nobles
Attorneys for Plaintiff

TABLE OF CONTENTS

1	TABLE OF CONTENTS.....	ii
2	TABLE OF AUTHORITIES	iv
3	I. INTRODUCTION	1
4	II. SUMMARY OF THE LITIGATION AND SETTLEMENT.....	1
5	A. Plaintiff’s Claims and Procedural History	1
6	B. Discovery and Investigation	4
7	C. Settlement Negotiations and Notice of Settlement to the LWDA	4
8	D. Key Terms of the Proposed Settlement	5
9	III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL	6
10	A. The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation,	
11	Litigation, and Negotiation.....	7
12	1. The Settlement Is the Product of Discovery, Investigation, Informed and Non-	
13	Collusive Arm’s-Length Negotiations, and Realistic Claims Analysis	7
14	2. The Class Settlement Is Fair Considering the Parties’ Respective Positions and	
15	Significant Risks to Certification and Proof on the Merits	8
16	3. The PAGA Settlement Is Fair Considering the Parties’ Respective Positions	
17	and Significant Risks	10
18	4. Plaintiff’s Counsel Have Extensive Experience in Class and PAGA Action	
19	Litigation, Which Was Integral to Negotiating the Settlement	11
20	B. The Proposed Attorneys’ Fees and Costs Are Reasonable.....	11
21	1. Counsel Request a Fees Award Based On the “Common Fund” Method.....	12
22	2. The Requested Fee Award Is in Line with Typical Cases.....	13
23	3. This Matter Involves a “Fee-Shifting” Provision of the Labor Code	13
24	4. Counsel’s Experience, Reputation, and Ability Support the Fees Request.....	14
25	IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED.....	14
26	A. Legal Standard	14
27	B. The Criteria for Class Certification Are Satisfied	15
28		

1	1. The Class Is Ascertainable and Numerous	15
2	2. There Are Many Common Issues of Law and Fact Which Predominate	16
3	3. Plaintiff’s Claims Are Typical of the Claims of the Class	17
4	4. Plaintiff and Her Counsel Meet the Adequacy Requirement	17
5	5. A Class Action Is Superior to a Multiplicity of Litigation	20
6	V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND AND	
7	SATISFIES RULES OF COURT	20
8	VI. CONCLUSION.....	21

TABLE OF AUTHORITIES

FEDERAL CASES

Angeles v. United States Airways, Inc. (N.D. Cal. Feb. 19, 2013,
No. C 12-05860 CRB) 2013 WL 622032 3

Leyva v. Medline Industries Inc. (9th Cir. 2013) 716 F.3d 510 20

Pedroza v. PetSmart, Inc. (C.D. Cal. June 14, 2012,
No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073 3

Priddy v. Edelman (6th Cir. 1989) 883 F.2d 438 7

Van Vranken v. Atlantic Richfield Co. (N.D. Cal. 1995) 901 F.Supp. 294 13

Vincent v. Hughes Air West, Inc. (9th Cir. 1977) 557 F.2d 759 12

O’Connor v. Uber Tech., Inc. (N.D. Cal. 2016) 201 F.Supp.3d 1110 11

Kryzhanovskiy v. Amazon.comServices, Inc., (E.D. Cal. March 22, 2024) No. 2:21-cv-01292-BAM,
2024 WL 1241721 18

Flores v. Dart Container Corporation, (E.D. Cal. January 12, 2021) No. 2:19-cv-00083-WBS-JDP,
2021 WL 107239 18

Roberts v. Electrolux Home Products, Inc., C.D. Cal. Sept. 11, 2014) No. SACV12-1644-
CAS(VBKx), 2014 WL 4568632 (..... 18

COURT RULES

California Rules of Court, rule 3.766(e), (f) 20

California Rules of Court, rule 3.769(f) 20, 21

TREATISES

Newberg, Newberg on Class Actions (3rd ed. 1992) § 8.39 21

Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.51 7

Newberg, Newberg on Class Actions (3rd ed. 1992) § 14.03 13

STATE CASES

Cartt v. Superior Court (1975) 50 Cal.App.3d 960 21

Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43 13

City and County of San Francisco v. Sweet (1995) 12 Cal.4th 105 12

1	<i>Classen v. Weller</i> (1983) 145 Cal.App.3d 27	17
2	<i>Clothesrigger, Inc. v. GTE Corp.</i> (1987) 191 Cal.App.3d 605	16
3	<i>Collins v. Rocha</i> (1972) 7 Cal.3d 232.....	16
4	<i>Daar v. Yellow Cab Co.</i> (1967) 67 Cal. 2d 695.....	15
5	<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	6, 7, 16
6	<i>Gentry v. Superior Court</i> (2007) 42 Cal.4th 443	20
7	<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	7, 10
8	<i>Laffitte v. Robert Half International Inc.</i> (2016) 1 Cal.5th 480.....	12
9	<i>Linder v. Thrifty Oil Co.</i> (2000) 23 Cal.4th 429	15
10	<i>Mallick v. Superior Court</i> (1979) 89 Cal.App.3d 434	6
11	<i>McGhee v. Bank of America</i> (1976) 60 Cal.App.3d 442	17
12	<i>Miller v. Woods</i> (1983) 148 Cal.App.3d 862.....	15, 17
13	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399	7, 10
14	<i>Neary v. Regents of University of California</i> (1992) 3 Cal.4th 272	6
15	<i>Quinn v. State of California</i> (1975) 15 Cal.3d 162.....	12
16	<i>Richmond v. Dart Industries, Inc.</i> (1981) 29 Cal. 3d 462.....	15
17	<i>Rose v. City of Hayward</i> (1981) 126 Cal.App.3d 926	15
18	<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25	12
19	<i>Stamburgh v. Superior Court</i> (1976) 62 Cal.App.3d 231.....	7, 20
20	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224.....	8
21	<i>Wilner v. Sunset Life Insurance Co.</i> (2000) 78 Cal.App.4th 952	15
22	STATE STATUTES	
23	California Code of Civil Procedure § 382	14
24	California Labor Code § 218.5	13
25	California Labor Code § 226	13
26	California Labor Code § 1194	13
27	California Labor Code §§ 2698, <i>et seq.</i>	10
28	California Labor Code § 2699(e)(2)	10

1	California Labor Code § 2699(k)(1).....	13
2	California Labor Code § 2802(d).....	13

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4
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Florence Samosa (“Plaintiff”) seeks preliminary approval of a proposed \$665,000.00 non-reversionary, wage-and-hour class action and PAGA settlement (the “Settlement”) with Defendants Mount Carmel Health Ministries, Inc., Santa Teresita, Inc., Marycrest Manor, Sacred Heart Retreat House, Inc., and Carmelite Sisters of the Most Sacred Heart of Los Angeles (collectively, “Defendants”) (together with Plaintiff, the “Parties”). The Settlement will provide substantial monetary payments to an estimated 538 Class Members who worked an estimated aggregate of 37,977 Workweeks, of which roughly 243 are Aggrieved Employees who worked an estimated aggregate of 4,842 PAGA Pay Periods. As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. The Settlement was reached after extensive investigation, informal discovery, and negotiations between the Parties. The negotiations were at arm’s-length and were facilitated through private mediation by an experienced and neutral class action and PAGA mediator, Lisa Klerman, Esq. Accordingly, Plaintiff requests the Court preliminarily approve the Settlement, certify the proposed Class, approve the proposed Class Notice to Class Members, and set a final approval hearing no earlier than 120 days from the date of preliminary approval.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff’s Claims and Procedural History

This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). (Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class and Representative Action Settlement [“Moon Decl.”], ¶ 2.) Plaintiff seeks to represent a class of all persons who worked for Defendants as hourly, non-exempt employees during the Class Period, as set forth in the Class and Representative Action Settlement Agreement (the “Settlement”). (*Id.*, Ex 1.)

Defendants operate and administer a network of facilities, including senior-care campuses, skilled nursing facilities, and retreat centers throughout Southern California. (*Id.* at ¶ 3.) Defendants employed Plaintiff and other non-exempt employees during the Class Period. (*Id.*) Plaintiff worked for

1 Defendant Mount Carmel Health Ministries, Inc. in a non-exempt position from approximately
2 September 2023 through May 2025. (Declaration of Plaintiff Florence Samosa in Support of Class and
3 Representative Action Settlement [“Plaintiff Decl.”], ¶ 2) Plaintiff contends she and other non-exempt
4 employees of Defendants were subjected to the same unlawful labor practices, including failure to pay
5 wages for all hours worked. (*Id.* at ¶ 6; Moon Decl., ¶ 3.)

6 On July 12, 2025, Plaintiff gave written notice to the California Labor and Workforce
7 Development Agency (the “LWDA”) of the alleged Labor Code violations, with certified mail service
8 on Defendant Mount Carmel Health Ministries, Inc. Plaintiff subsequently submitted amended notices
9 to the LWDA and Defendants on September 15, 2025, and October 8, 2025. (Moon Decl., ¶ 4, Ex. 2.)

10 Plaintiff filed a Class Action Complaint against Defendant Mount Carmel Health Ministries,
11 Inc. on July 15, 2025, alleging 1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2,
12 and 1197]; 2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; 3. Failure to
13 Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; 4. Failure to Authorize and Permit Rest Breaks
14 [Cal. Lab. Code § 226.7]; 5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code §
15 2802]; 6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; 7. Failure
16 to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and 8. Unfair Business
17 Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. (*Id.* at ¶ 5.)

18 Plaintiff then filed a First Amended Class and Representative Action Complaint against
19 Defendants on September 19, 2025, alleging a Ninth Cause of Action for Civil Penalties Under PAGA
20 [Cal. Lab. Code § 2699, et seq.]. The First Amended Complaint also corrected the spelling of Plaintiff’s
21 surname from “Samsosa” to “Samosa” and added Defendants Santa Teresita, Inc. and Marycrest
22 Manor. (*Id.* at ¶ 6.) To date, the LWDA has not indicated its intent to investigate the alleged violations
23 or intervene in this Action. (*Id.*)

24 On September 15, 2025, Plaintiff filed Amendments to Complaint substituting DOE 1 with
25 Santa Teresita, Inc. and DOE 2 with Marycrest Manor. (*Id.* at ¶ 7.) On October 1, 2025, Plaintiff filed
26 an Amendment to Complaint correcting the spelling of “Maycrest Manor” to “Marycrest Manor.” (*Id.*)
27 On October 8, 2025, Plaintiff filed Amendments to Complaint substituting DOE 3 with Sacred Heart
28 Retreat House, Inc. and DOE 4 with Carmelite Sisters of the Most Sacred Heart of Los Angeles. (*Id.*)

1 On December 9, 2025, Defendants filed a Notice of Related Case identifying Joan Waddell v.
2 Santa Teresita, Inc., et al., Los Angeles County Superior Court Case No. 25STCV31956, as a related
3 case. (*Id.* at ¶ 8.)

4 Before mediation, Plaintiff obtained through informal discovery sufficient information to
5 meaningfully evaluate the claims at issue in the Action, including sample time and payroll records,
6 Defendants’ wage-and-hour policies and procedures in effect during the Class Period, employee data,
7 and other relevant documents. (*Id.* at ¶ 9.)

8 The Parties then agreed to attend private mediation with mutually selected, experienced class
9 and PAGA action mediator, Lisa Klerman, on March 23, 2026. (*Id.* at ¶ 10.) After a full-day mediation,
10 the Parties reached an agreement in principle on the same day through acceptance of a mediator’s
11 proposal. (*Id.*)

12 Defendants ardently oppose the merits of this case and deny Plaintiff’s factual allegations. (*Id.*
13 at ¶ 11.) Defendants assert they complied with all their compensation obligations, including
14 compensating Class Members for any and all off-the-clock work and overtime work, and therefore,
15 Plaintiff and other Class Members were paid all wages owed. (*Id.*) Defendants maintain compliance
16 with all their meal and rest period obligations. (*Id.*) Defendants assert they complied with all their
17 reimbursement obligations, and that Plaintiff and other employees were compensated for any and all
18 business expenses necessarily incurred. (*Id.*) To the extent employees received wage statements that
19 were allegedly inaccurate, Defendants assert employees suffered no actual damage or harm as a result.
20 (*Id.*; *See, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL
21 622032, at *10 [“A plaintiff must adequately plead an injury arising from an employer’s failure to
22 provide full and accurate wage statements, and the omission of the required information alone is not
23 sufficient.”].) With respect to Plaintiff’s claim for waiting time penalties, Defendants allege their good-
24 faith belief that they paid all wages precludes the imposition of waiting time penalties since Plaintiff
25 cannot prove Defendants’ alleged failure to pay all final wages at the time of separation was “willful.”
26 (Moon Decl., ¶ 11; *See, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298
27 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendants deny all of
28 Plaintiff’s claims and allegations, and further claim they did not engage in any unfair business practices

1 and deny liability under PAGA. (Moon Decl., ¶ 11.) Defendants also maintain the claims are improper
2 for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims
3 that could bar class certification or significantly reduce Defendants' overall liability. (*Id.*)

4 **B. Discovery and Investigation**

5 The Parties agreed to mediate this action and participated in a private mediation conducted with
6 Lisa Klerman, Esq., an experienced class and PAGA action mediator. (Moon Decl., ¶ 12.) In
7 preparation for mediation, the Parties agreed to a protocol for a production of documents and
8 information before mediation. (*Id.*) Prior to mediation, Plaintiff obtained from Defendants, through
9 informal discovery, sample time and payroll records, Defendants' wage-and-hour policies and
10 procedures in effect during the Class Period, employee data, and other relevant documents. (*Id.*)

11 In preparation for mediation, Class Counsel reviewed and analyzed all the information
12 Defendants provided, including the sample records and documents regarding Defendants' wage-and-
13 hour policies. (*Id.* at ¶ 13.) Class Counsel retained an expert to analyze the time and payroll records
14 and prepare a damages analysis prior to the mediation. (*Id.*) The analysis evaluated the time and payroll
15 records and extrapolated the results to the Class. (*Id.*) In conjunction with their extensive factual
16 investigation, Class Counsel also investigated the applicable law regarding the claims and defenses
17 asserted in the litigation. (*Id.*) Accordingly, Class Counsel was able to evaluate the probability of class
18 certification, success on the merits, and Defendants' maximum and realistic monetary exposure for all
19 claims. (*Id.*) Thus, Plaintiff's and Class Counsel's familiarity with the facts of the case and the legal
20 issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement. (*Id.*)

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

22 On March 23, 2026, the Parties participated in a full day of private mediation with Lisa
23 Klerman, Esq. (*Id.* at ¶ 14.) The negotiations were at arm's length and, although conducted in a
24 professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore the
25 potential for a settlement of the dispute, but each side was also prepared to litigate their position through
26 trial and appeal if a settlement had not been reached. (*Id.*) After a full discussion regarding the strengths
27 and weaknesses of Plaintiff's claims and Defendants' defenses and with the assistance of the mediator,
28 the Parties reached a resolution, the material terms of which are set out in the Settlement. (*Id.*, Ex. 1.)

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

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

6 Under the Settlement, Defendants will pay a non-reversionary amount of no less than
7 **\$665,000.00** (“GSA”), subject to potential increase under an Escalator Clause, to resolve this action.
8 (Moon Decl., ¶¶ 16–17; Settlement, ¶¶ 3.1, 8.1.) Defendants will separately pay their employer-side
9 payroll taxes owed on the Wage Portion of Individual Class Payments. (Moon Decl., ¶ 16; Settlement,
10 ¶ 3.1.) Other key terms of the Settlement are outlined in the counsel declaration submitted concurrently
11 herewith. (Moon Decl., ¶¶ 16–34.) The proposed Settlement Administrator—APEX Class Action
12 Administration (“APEX”)—was jointly selected by the Parties following a competitive bidding process
13 based on its bid of \$9,890.00. (Moon Decl., ¶ 20, Ex. 5; Settlement, ¶¶ 1.2, 7.0.)

14 The Class is defined as all persons who worked for Defendants as hourly, non-exempt
15 employees at any time from July 15, 2021, through May 22, 2026. (Moon Decl., ¶ 24; Settlement, ¶¶
16 1.5, 1.13.) “Aggrieved Employees” is defined as all current and former non-exempt employees of
17 Defendants who worked for Defendants in the State of California at any time from July 12, 2024,
18 through May 22, 2026. (Moon Decl., ¶ 21; Settlement, ¶¶ 1.4, 1.33.) The Settlement allocates
19 \$25,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65%
20 (\$16,250.00) to the LWDA and 35% (\$8,750.00) to Aggrieved Employees pursuant to PAGA law
21 governing Plaintiff’s claims. (Moon Decl., ¶ 22; Settlement, ¶¶ 1.32, 3.2.3.) Each Aggrieved Employee
22 will be entitled to a pro rata share of the 35% share of the PAGA Penalties directly proportional to their
23 number of PAGA Pay Periods. (Moon Decl., ¶ 22; Settlement, ¶ 3.2.3.a.) This results in an average
24 Individual PAGA Payment of roughly **\$36.01** for each of the estimated 243 Aggrieved Employees
25 (\$8,750.00 / 243), and a PAGA Pay Period value of roughly **\$1.81** for each of the 4,842 estimated
26 PAGA Pay Periods in the PAGA Period (\$8,750.00 / 4,842). (Moon Decl., ¶ 22.)

27 After deducting the Class Counsel Fees and Litigation Expenses Payments, the PAGA Penalties
28 allocation, and the Administration Expenses Payment from the GSA, in the amounts specifically

1 approved by the Court, any difference in the amounts requested and the amounts awarded will be
2 allocated to the Net Settlement Amount for distribution to Participating Class Members. (Moon Decl.,
3 ¶ 23; Settlement, ¶¶ 1.27, 3.2.1–3.2.4.) Accordingly, the Net Settlement Amount will be no less than
4 **\$378,443.33** for an estimated Class of **538 individuals**.¹ (Moon Decl., ¶ 23.) Each Class Member who
5 does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is directly
6 proportional to the number of Workweeks worked during the Class Period. (Moon Decl., ¶ 25;
7 Settlement, ¶ 3.2.5.) The estimated **\$378,443.33** Net Settlement Amount results in an average
8 Individual Class Payment of roughly **\$703.43** for each of the estimated 538 Class Members
9 ($\$378,443.33 / 538$),² and a Workweek value of roughly **\$9.97** for each of the 37,977 estimated
10 Workweeks in the Class Period ($\$378,443.33 / 37,977$). (Moon Decl., ¶ 25.)

11 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other
12 pending matter or action asserting claims that will be extinguished or affected by the Settlement, other
13 than the related Waddell Action. (Settlement, ¶¶ 2.6, 2.12.)

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

15 The law favors the settlement of lawsuits, particularly in class actions and other complex cases.
16 (*See, e.g., Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 272, 277–81.) To prevent fraud, collusion,
17 or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v. Ford Motor*
18 *Co.* (1996) 48 Cal.App.4th 1794, 1800–01 [citing authority omitted].) To approve a settlement, the
19 Court must find “the settlement is fair, adequate, and reasonable.” (*Id.*) This Court has wide discretion
20 in making this determination. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness,
21 adequacy, and reasonableness are presumed, as here, when: “(1) the settlement is reached through
22 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court

23
24 ¹ The Net Settlement Amount was calculated by deducting the following from the \$665,000.00
25 GSA: up to \$221,666.67 for the Class Counsel Fees Payment, up to \$30,000.00 for the Class Counsel
26 Litigation Expenses Payment, up to \$9,890.00 for the Administration Expenses Payment, and
\$25,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees. (Moon Decl., ¶ 23, n.2;
Settlement, ¶¶ 1.27, 3.1–3.2.4.) The separate \$19,000.00 payment to Plaintiff is not deducted from
the GSA. (Moon Decl., ¶ 18; Settlement, ¶ 1.22.)

27 ² At this time, the actual amounts to Class Members and/or Aggrieved Employees are unknown
28 and will be calculated by the Administrator following preliminary approval and receipt and processing
of the Class Data. (Moon Decl., ¶ 25, n.3; Settlement, ¶¶ 4.2, 7.4–7.5.)

1 to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
2 is small.” (*Dunk*, 48 Cal.App.4th at p. 1802 [citing Newberg, Newberg on Class Actions (3rd ed. 1992)
3 § 11.41].)

4 In evaluating a settlement, the trial court considers the following factors: (1) the strength of
5 plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk
6 of maintaining class action status through trial; (4) the settlement amount offered; (5) the extent of
7 discovery completed and the stage of the proceedings; (6) counsel’s experience and views; (7) the
8 presence of a governmental participant; and (8) the class members’ reaction to the proposed settlement.
9 (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) To approve a class action
10 settlement, “the court must satisfy itself that the class settlement is within the ‘ballpark’ of
11 reasonableness.” (*Id.* at p. 133.) The record need not contain an explicit statement of the maximum
12 theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–
13 09 [holding that *Kullar* does not require “an explicit statement of the maximum amount the plaintiff
14 class could recover if it prevailed on all its claims,” but instead, only an “understanding of the amount
15 that is in controversy and the realistic range of outcomes of the litigation”].)

16 As discussed below, Class Counsel have provided materials and information exceeding the
17 threshold required for this Court to conclude the Settlement is fair, reasonable, and adequate.

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

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

22 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
23 evidence to the contrary is offered. (Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.51.)
24 Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super. Ct.*
25 (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that
26 the plaintiff might have received more if the case had been fully litigated is no reason not to approve
27 the settlement.”].) Thus, there is a presumption here that negotiations were conducted in good faith.
28

1 Here, Class Counsel have conducted a thorough investigation into the facts of this case. (Moon
2 Decl., ¶ 35.) The Settlement at issue was reached through arm's-length negotiations, private mediation,
3 and the assistance of an expert. (*Id.*) Based on Defendants' class-wide discovery production, on Class
4 Counsel's independent investigation and evaluation, and on their extensive experience in wage-and-
5 hour litigation, Class Counsel are of the opinion that the proposed Settlement is fair, reasonable, and
6 adequate. (*Id.*)

7 Based on Class Counsel's review of the time, payroll, and additional data provided by
8 Defendants, on Class Counsel's expert's analysis of the sample records provided by Defendants, and
9 on information from Plaintiff, Class Counsel evaluated the estimated maximum and risk-adjusted
10 exposure that Defendants faced. (*Id.* at ¶ 36.) Specifically, based on the information provided for
11 mediation, the total estimated **realistic recovery** (adjusted for risks at certification and proof on the
12 merits) for the alleged claims, including penalties, is estimated to be **724,362.88** (Moon Decl., ¶¶ 36–
13 43.) This amount was calculated as follows: **\$5,465.85** (85% discount) for the regular rate claim;
14 **\$79,371.64** (90% discount) for the off-the-clock work claim; **\$122,005.98** (85% discount) for the meal
15 period claim; **\$362,591.62** (90% discount) for the rest period claim; **\$23,985.00** (90% discount) for the
16 unreimbursed business expenses claim; **\$83,187.80** (95% discount) for the waiting time penalties claim;
17 **\$23,545.00** (95% discount) for the wage statement claim; and **\$24,210.00** (95% discount) for the PAGA
18 penalties claim. (*Id.* at ¶¶ 37–42.) The foregoing discounts were based on the evidence presented for
19 mediation and arguments made during arm's-length settlement negotiations. (*Id.*)

20 **The \$665,000.00 gross settlement figure represents roughly 91.8% of the total realistic**
21 **recovery estimated to be \$724,362.88.** (*Id.* at ¶ 43.) This is an excellent result for the Class,
22 particularly because, under the Settlement, Class Members will receive timely and guaranteed relief,
23 avoiding the risk of not being able to recover anything. (*Id.*)

24 **2. The Class Settlement Is Fair Considering the Parties' Respective Positions and** 25 **Significant Risks to Certification and Proof on the Merits**

26 A settlement is not judged against what a plaintiff might recover had he prevailed at trial, nor
27 does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba*
28 *v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent and necessary in

1 the settlement process . . . even if ‘the relief afforded by the proposed settlement is substantially
2 narrower than it would be if the suits were to be successfully litigated,’ this is no bar to a class settlement
3 because ‘the public interest may indeed be served by a voluntary settlement in which each side gives
4 ground in the interest of avoiding litigation.’”] [quoting *Air Line Stewards v. Am. Airlines, Inc.* (7th
5 Cir. 1972) 455 F.2d 101, 109].)

6 Here, considering all known facts and circumstances, the risk of significant delay, trial risk,
7 appellate risk, and the defenses Defendants may assert both to certification and on the merits, the
8 Settlement is in the best interest of the Class and LWDA. (Moon Decl., ¶ 46.) While Plaintiff is
9 confident in the merits of her claims, a legitimate controversy exists as to each cause of action. (*Id.* at
10 ¶ 46.) Plaintiff also recognizes that proving the amount owed to each Class Member would be an
11 expensive, time-consuming, and uncertain proposition. (*Id.*)

12 The Settlement obviates the significant risk that this Court may deny certification of all or some
13 of Plaintiff’s claims. (*Id.* at ¶ 47.) Class Counsel took into account the risk of not prevailing at trial due
14 to low or no participation by Class Members. (*Id.*) Indeed, the individualized and testimony-intensive
15 nature of the claims could bar manageability of the representative claims or otherwise significantly
16 reduce any recovery whatsoever. (*Id.*) For example, the rest period and unreimbursed expense claims
17 are testimony-driven claims and assume a 100% violation rate, which would not likely be demonstrated
18 at trial, as it assumes either the participation of a majority or all employees (which would be difficult
19 given the reality that many, if not all, employees would be unwilling to participate due to fear of
20 retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would still
21 require the participation of a majority of employees to establish a sound representation of all non-
22 exempts). (*Id.*) Even assuming employees would be willing to participate, obtaining declarations would
23 potentially reveal that each individual employee had a different experience. (*Id.*)

24 Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and obtain
25 certification of all or some of the claims, continued litigation would be expensive, involving a trial and
26 possible appeals, and would substantially delay and reduce any recovery by the Class. (*Id.* at ¶ 48.) As
27 a result, the Parties would incur considerably more attorneys’ fees and costs through trial. (*Id.*) In sum,
28 this Settlement avoids the risks, burdens, and the accompanying expense of further litigation. (*Id.*)

1 The proposed \$665,000.00 Settlement represents a substantial recovery when compared to the
2 reasonably forecasted recovery for the Class. (*Id.* at ¶ 48.) When considering the risks of litigation, the
3 uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and
4 the probability of appeal, it is clear the Settlement amount is within the “ballpark” of reasonableness,
5 and that preliminary settlement approval is appropriate. (*Id.*; (*Kullar, supra*, 168 Cal.App.4th at p. 133;
6 *see Munoz, supra*, 186 Cal.App.4th at pp. 408–09.)

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

9 With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies
10 PAGA’s dual statutory purposes of deterrence and punishment, on the one hand, and providing
11 Aggrieved Employees with genuine and meaningful relief, on the other. (Moon Decl., ¶ 44; Lab. Code
12 §§ 2698, et seq.) As a result of this litigation, Defendants have had to hire legal counsel, engage in class-
13 wide discovery, and participate in mediation. (Moon Decl., ¶ 44.) Defendants will also have to pay civil
14 penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (*Id.*;
15 Settlement, ¶ 3.2.3.) Not including their own attorneys’ fees and costs as well as the employer’s share
16 of payroll taxes, Defendants will pay no less than \$665,000.00 to resolve this matter—of which
17 \$25,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor
18 Code section 2699 as 65% (\$16,250.00) to the LWDA and 35% (\$8,750.00) to Aggrieved Employees—
19 and the PAGA release obtained under the Settlement does not preclude Aggrieved Employees from
20 pursuing any individual claims they may have against Defendants or the other Released Parties solely
21 by virtue of their status as Aggrieved Employees. (Moon Decl., ¶ 44.)

22 Moreover, Class Counsel are of the opinion that because the issues here are fairly contested,
23 there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the
24 merits due to the largely discretionary nature of awarding PAGA penalties. (Moon Decl., ¶ 44.) Indeed,
25 under PAGA, a Court can reduce penalties “if, based on the facts and circumstances of the particular
26 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”
27 (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at
28 the discretion of the Court and subject to a substantial reduction. (Moon Decl., ¶ 44.) Further, Class

1 Counsel took into account the risk of not being able to proceed on a representative basis due to the
2 potential manageability issues and that even if Plaintiff prevailed at trial, penalties would likely be
3 limited due to the largely discretionary nature of awarding PAGA penalties and in light of other defenses
4 available to Defendants. (*Id.* at ¶ 45.) Thus, it is entirely possible that even if Plaintiff would be
5 successful at trial, assuming she is first able to certify the claims and defeat the manageability issues
6 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
7 Settlement. (*Id.*)

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

12 **4. Plaintiff’s Counsel Have Extensive Experience in Class and PAGA Action**
13 **Litigation, Which Was Integral to Negotiating the Settlement**

14 The Settlement negotiations were conducted by highly capable counsel with considerable
15 experience and demonstrated competence with litigating wage-and-hour class actions. (Moon Decl., ¶¶
16 56–66.) Class Counsel have a strong record of vigorous and effective advocacy for their clients and are
17 experienced in handling complex wage-and-hour class action litigation. (*Id.*) Their experience was
18 helpful in assessing the reasonableness of the Settlement at issue here, and from this experience they
19 concluded that this litigation could not have been settled on better terms than provided under the
20 Settlement. (*Id.* at ¶ 67.) Although Plaintiff and Class Counsel were prepared to try the claims alleged
21 in the litigation, they support the proposed Settlement as being in the best interest of the Class based
22 on objective evidence that has been considered and weighed against the risks, expenses, and time
23 consumption to both sides of continued litigation. (Moon Decl., ¶¶ 14, 35, 46, 48–49.)

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

25 Subject to the Court’s approval, the Settlement provides a fee application of 33 1/3% of the
26 GSA for Class Counsel’s attorneys’ fees, plus reimbursement for actual litigation costs not to exceed
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1 \$30,000.00.³ (Settlement, ¶ 3.2.1.) These amounts are disclosed to Class Members in the proposed
2 Class Notice and are reasonable. (*Id.* at Ex. A.)

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

4 California courts have long awarded attorneys’ fees as a percentage of the benefit created by
5 counsel in pursuing claims on behalf of a class. (*See, e.g., Serrano v. Priest* (1977) 20 Cal.3d 25.) The
6 California Supreme Court has held, “when a number of persons are entitled in common to a specific
7 fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or
8 preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.”
9 (*Id.* at p. 34.)

10 Class Counsel seek an award of attorneys’ fees on the “percentage of recovery/common fund”
11 theory. (Moon Decl., ¶ 71.) The purpose of this approach is to “spread litigation costs proportionately
12 among all the beneficiaries so that the active beneficiary does not bear the entire burden alone.”
13 (*Vincent v. Hughes Air W., Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California*
14 (1975) 15 Cal.3d 162, the California Supreme Court stated, “one who expends attorneys’ fees in
15 winning a suit which creates a fund from which others derive benefits, may require those passive
16 beneficiaries to bear a fair share of the litigation costs.” (*Id.* at p. 167.) Similarly, in *City and County of*
17 *San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the
18 common fund doctrine has been applied “consistently in California when an action brought by one
19 party creates a fund in which other persons[] are entitled to share.” (*Id.* at pp. 110–11 [pincite omitted].)

20 The California Supreme Court affirmed in *Laffitte v. Robert Half International Inc.* (2016) 1
21 Cal.5th 480 that, “when class action litigation establishes a monetary fund for the benefit of the class
22 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the
23 court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund
24 created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage method—
25 including relative ease of calculation, alignment of incentives between counsel and the class, a better
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28 ³ Class Counsel’s current litigation costs are \$24,818.38, and they anticipate incurring additional costs up to final approval. (Moon Decl., ¶¶ 19, 76, Ex. 4.)

1 approximation of market conditions in a contingency case, and the encouragement it provides counsel
2 to seek an early settlement and avoid unnecessarily prolonging the litigation[]—convince us the
3 percentage method is a valuable tool that should not be denied our trial courts.” (*Id.* [internal citations
4 omitted].) This line of legal authority supports a request for attorneys’ fees based on the percentage of
5 recovery/common fund method.

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

7 According to a leading treatise on class actions: “No general rule can be articulated on what is
8 a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable
9 fee award from a common fund in order to assure that the fees do not consume a disproportionate part
10 of the recovery obtained for the class, although somewhat larger percentages are not unprecedented.”
11 (Newberg, *Newberg on Class Actions* (3rd ed. 1992) § 14.03.) Attorneys’ fees that are fifty percent of
12 the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in
13 cases where the settlement is relatively small. (*Id.*; *see also Van Vranken v. Atlantic Richfield Co.* (N.D.
14 Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases where 30–50% was awarded involved
15 “smaller” settlement funds of under \$10 million].)

16 Here, Class Counsel’s fee request for 33 1/3% of the GSA is in line with the prevailing
17 guidelines established in California case law and academic literature and is consistent with awards in
18 California. (Compare Settlement, ¶ 3.2.1, with *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66,
19 n.11 [“Empirical studies show that, regardless whether the percentage method or the lodestar method
20 is used, fee awards in class actions average around one-third of the recovery.”].) Accordingly, Plaintiff
21 requests the Court preliminarily approve the attorneys’ fees as negotiated by the Parties.

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

23 Labor Code sections 218.5, 226, 1194, 2699, and 2802 provide for the recovery of reasonable
24 fees and costs of suit, for the claims made in this action. (Lab. Code §§ 218.5, 226, 1194, 2699(k)(1),
25 2802(d).) Under these sections, Plaintiff would be permitted to recover their actual attorneys’ fees, even
26 if those fees were larger than the total class recovery at the conclusion of this case. (*Id.*) This Settlement
27 is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and
28 resources facing Defendants while at the same time rewarding Class Counsel for their decision to

1 assume risk by taking on this matter on a contingent basis with no guarantee of recovery. (Moon Decl.,
2 ¶¶ 72–75.) In fact, prosecution of this action involved significant financial risk for Class Counsel. (*Id.*
3 at ¶¶ 74–75.) Once Class Counsel undertook this litigation, they invested significant time and resources
4 into the case, with payment deferred to the end of the case and contingent on the outcome. (*Id.* at ¶¶
5 72, 77.)

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

7 As demonstrated by their past experience in pursuing class actions on behalf of consumers and
8 employees, Class Counsel possess considerable expertise in litigating class actions. (*Id.* at ¶¶ 56–66.)
9 Class Counsel have been involved as lead counsel or co-counsel in numerous class actions that resulted
10 in millions in recovery. (*Id.*) As noted above, their experience in wage-and-hour litigation was integral
11 in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the
12 Settlement. (*Id.* at ¶ 67.) Practice in the narrow field of wage-and-hour litigation requires skill and
13 knowledge concerning the rapidly evolving substantive law (state and federal) as well as the procedural
14 law of class action litigation. (*Id.* at ¶ 67.) Based on these and other factors, Class Counsel have
15 frequently received fee awards of this percentage from the gross recovery for the class. (*See id.* at ¶¶
16 60, 65, 66.) Because it is reasonable to compensate counsel commensurate with their skill, reputation,
17 and experience, the requested fee award is supported here.

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

19 **A. Legal Standard**

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

1 (*Daar v. Yellow Cab Co.* (1967) 67 Cal. 2d 695, 704 [internal citations omitted].) To clarify these
2 requirements, the California Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain
3 that the community-of-interest requirement itself embodies three factors: “(1) predominant common
4 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)
5 class representatives who can adequately represent the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29
6 Cal. 3d 462, 470.)

7 California law and policy favor the fullest and most flexible use of the class action device. (*Id.*
8 at pp. 469–73.) Indeed, “Courts long have acknowledged the importance of class actions as a means to
9 prevent a failure of justice in our judicial system” particularly where the rights of consumers are at
10 issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to the appropriateness of
11 class treatment should be resolved in favor of certification. (*Richmond, supra*, 29 Cal.3d at pp. 473–
12 75.)

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

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

15 When determining whether a class is ascertainable, California courts focus on the following
16 three factors: “(1) the class definition, (2) the size of the class and (3) the means of identifying class
17 members.” (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Here, Plaintiff maintains there is an
18 easily ascertainable Class, defined by objective and precise criteria. (Settlement, ¶¶ 1.5, 1.13.) The
19 proposed Class that Plaintiff seeks to represent is ascertainable because (1) the Class definition is
20 sufficiently precise, (2) the Class consists of about 538 individuals, and (3) Class Members can be
21 readily identified by Defendants’ records. (Moon Decl., ¶¶ 24, 36; Settlement, ¶¶ 1.5, 1.13.) Because
22 Class Members are identified using specific criteria in the regular business records of Defendant—their
23 employment by Defendant in California, non-exempt classification, hourly wage, and actual work
24 during the Class Period—the Class is ascertainable. (*See Wilner v. Sunset Life Ins. Co.* (2000) 78
25 Cal.App.4th 952, 959–60 [class membership defined by ownership of product that is the subject of the
26 lawsuit is sufficient to make the class ascertainable].) “The requirement of Code of Civil Procedure
27 section 382 that there be ‘many’ parties to a class action suit is indefinite and has been construed
28 liberally.” (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.) “Where a question is of common

1 interest to ‘many’ persons, an action may be maintained as a class action even where the parties are
2 numerous and it is in fact practicable to join them all.” (*Id.*) “No set number is required as a matter of
3 law for the maintenance of a class action.” (*Id.*) “Thus, our Supreme Court has upheld a class
4 representing the 10 beneficiaries of a trust in an action for removal of the trustees.” (*Id.* [citing *Bowles*
5 *v. Super. Ct.* (1955) 44 Cal.2d 574]; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a class
6 of 9 plaintiffs and 35 members].) Therefore, numerosity is plainly satisfied.

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

8 To satisfy the community of interest requirement, a proponent must show (1) common questions
9 of law and fact that predominate over individual issues, (2) class representatives have claims or
10 defenses typical of the class, and (3) class representatives adequately represent the class. (*Dunk, supra*,
11 48 Cal.App.4th at p. 1806.) This inquiry tests whether proposed classes are sufficiently cohesive to
12 rationally warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987)
13 191 Cal.App.3d 605, 611–12.)

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

1 **3. Plaintiff's Claims Are Typical of the Claims of the Class**

2 The typicality requirement does not focus on the individual characteristics or circumstances of
3 the representative plaintiff compared to those of the remainder of the class, but rather, upon the
4 typicality of the proposed representative's claims as they relate to the defendant's conduct and
5 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 ["The only requirements are [sic] that
6 common questions of law and fact *predominate* and that the class representative be *similarly* situated"
7 vis-à-vis the class.] [emphasis in original].) A representative plaintiff's claims are typical of the class
8 if they arise from the same event, practice, or course of conduct, and if the claims rest on the same legal
9 theories. (*Id.*) That is precisely the case here. Plaintiff is a former employee of Defendants and alleges
10 she was subject to the same policies and practices as other similarly situated employees. (Plaintiff Decl.,
11 ¶¶ 2–6.)

12 **4. Plaintiff and Her Counsel Meet the Adequacy Requirement**

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

17 Here, all requirements are met. Plaintiff retained counsel with extensive experience in
18 prosecuting complex class actions, including similar class actions that previously settled. (Moon Decl.,
19 ¶¶ 56–66.) Based on their experience, Plaintiff's Counsel unquestionably are "qualified, experienced
20 and generally able to conduct the proposed litigation." (*Miller, supra*, 148 Cal.App.3d at p. 874.)
21 Plaintiff has, with counsel, litigated this case and diligently reviewed the settlement terms, showing
22 dedication, and with full knowledge and acceptance of duties, they have committed to their role as
23 Class Representative. (Plaintiff Decl., ¶¶ 11–22.) In addition, Plaintiff and her Counsel have no
24 conflicts with one another, other Class Members, or the proposed Administrator. (*Id.* at ¶¶ 8–10; Moon
25 Decl., ¶ 55.)

26 Notwithstanding Plaintiff's separate individual settlement with Defendant Mount Carmel
27 Health Ministries, Inc., Plaintiff remains an adequate Class Representative. (Moon Decl., ¶¶ 50–55.)
28 Courts have repeatedly found that the named plaintiff's settlement of individual claims in addition to

1 class claims does not render the named plaintiff fundamentally unfit to act as a class representative.
2 (*See e.g., Kryzhanovskiy v. Amazon.comServices, Inc.*, No. 2:21-cv-01292-BAM, 2024 WL 1241721
3 (E.D. Cal. March 22, 2024); *see also Flores v. Dart Container Corporation*, No. 2:19-cv-00083-WBS-
4 JDP, 2021 WL 107239 (E.D. Cal. January 12, 2021); *see also, Roberts v. Electrolux Home Products,*
5 *Inc.*, No. SACV12-1644-CAS(VBKx), 2014 WL 4568632 (C.D. Cal. Sept. 11, 2014).)
6 In *Kryzhanovskiy*, for example, the court held that the plaintiff who settled her separate individual
7 claims in addition to the class claims was not, because of that fact, fundamentally unfit to act as a class
8 representative where: (1) the individual claims arose out of circumstances unique to her; (2) separately
9 negotiated the individual claims, even though both class and individual claims were discussed at the
10 same mediation; (3) class members are informed of the individual settlement and afforded an
11 opportunity to opt-out or object to the settlement; and (4) the settlement sum of her individual claims
12 was separate from the settlement sums for the class claims. (*Kryzhanovskiy*, 2024 WL 1241721, at 10.)
13 In *Flores*, the court likewise found that the settlement of individual claims in addition to class claims
14 did not render the named plaintiff inadequate, and settlement of her individual claims did not appear to
15 create a conflict of interest where: (1) the named plaintiff's individual claims arose out of different
16 policies than those implicated in the class claims, and (2) negotiations for the individual claims occurred
17 separately from her class claims. (*Flores*, 2021 WL 107239, at 5.) The court in *Flores* further held that
18 class representatives are not prohibited from having unique interests per se, only interests adverse to
19 the class, and that having individual claims alone is not adverse to the interests of the class. (*Id.*) The
20 court in *Roberts* likewise held that separate individual claims being settled does not render the class
21 representatives inadequate or otherwise cause a conflict of interest. (*Roberts*, 2014 WL 4568632, at 9.)
22 The named plaintiffs in that case settled their individual claims and provided releases above and beyond
23 the class claim settlements as part of their own individual property damage claims. (*Id.*)

24 Here, in consideration for Plaintiff's separate individual settlement and waiver and release of
25 her individual claims, Defendant Mount Carmel Health Ministries, Inc. shall pay Plaintiff a settlement
26 sum of \$19,000.00, separate and apart from the GSA. (Moon Decl., ¶ 50; Settlement, ¶ 1.22.) The
27 individual settlement payment shall be made within thirty (30) calendar days after the last of the
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1 conditions precedent set forth in the separate individual settlement agreement, which includes the
2 Effective Date of the Settlement at issue here. (Moon Decl., ¶ 50.)

3 Plaintiff asserted separate individual claims against Defendant Mount Carmel Health
4 Ministries, Inc. in addition to the class and PAGA claims asserted in this Action. (*Id.* at ¶¶ 50–52.) The
5 Parties addressed Plaintiff’s individual claims at the same mediation as the Class and PAGA claims as
6 a matter of efficiency, not a matter of substance. (*Id.* at ¶ 52.) The Parties preserved resources and
7 streamlined negotiations by discussing Plaintiff’s individual settlement at the mediation. (*Id.*) However,
8 discussion of Plaintiff’s individual settlement did not affect the independent value of Plaintiff’s claims
9 or the Class and PAGA claims, and it did not interfere with Plaintiff’s and Plaintiffs’ Counsel’s ability
10 to zealously advocate for the Class. (*Id.*)

11 The individual agreement between Plaintiff and Defendant Mount Carmel Health Ministries,
12 Inc. does not affect the Class. (Moon Decl., ¶ 53.) Plaintiff’s individual claims are separate from the
13 wage-and-hour claims brought forth in this Class and PAGA action. (*Id.*) Plaintiff’s release of claims
14 under the individual settlement and under the Class and Representative Action Settlement Agreement
15 are distinct. (*Id.*) Indeed, the individual settlement expressly excludes Plaintiff’s class and PAGA
16 claims and does not prevent Plaintiff from obtaining any settlement payment to which she may be
17 entitled as a Class Member or Aggrieved Employee. (*Id.*) Additionally, Defendant’s obligation to pay
18 the individual settlement to Plaintiff is contingent upon, among other conditions, the Effective Date of
19 the Settlement at issue here. (*Id.*)

20 No portion of the Class recovery was diverted to Plaintiff. Plaintiff’s individual settlement was
21 negotiated separate and apart from the Class and PAGA Settlement, and the \$19,000.00 individual
22 settlement payment is paid separately from and is not included in the \$665,000.00 GSA. (Moon Decl.,
23 ¶ 54; Settlement, ¶ 1.22.) The claims released in the Class and Representative Action Settlement
24 Agreement were separately evaluated by Class Counsel with the assistance of a data expert, and Class
25 Counsel’s evaluation of the Class and PAGA claims did not include Plaintiff’s separate individual
26 settlement. (Moon Decl., ¶ 54.)

27 Plaintiff respectfully submits that there is no conflict arising from her separate individual
28 settlement and her obligations to the Class. (Moon Decl., ¶ 55.) There was no preferential treatment to

1 Plaintiff that would undermine her adequacy as a class representative. (*Id.*) Additionally, Plaintiff did
2 not negotiate her individual settlement in any way antagonistic to the Class or in any way that would
3 minimize the relief to the Class. (*Id.*) Plaintiff's interests in the individual settlement and Settlement
4 did not conflict, and resolution of Plaintiff's individual claims did not impair the rights of Class
5 Members. (*Id.*) Based on the foregoing, Plaintiff remains an adequate class representative. (*Id.*)

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

7 Finally, in making its class certification decision, the Court must determine that a class action
8 would be superior to alternative means for the fair and efficient adjudication of the litigation. (*See*
9 *Leyva v. Medline Indus. Inc.* (9th Cir. 2013) 716 F.3d 510, 514–15.) By consolidating many potential
10 individual actions into a single proceeding, this Court's use of the class action device enables it to
11 manage this litigation in a manner that serves the economics of time, effort, and expense for the litigants
12 and the judicial system. (*Id.*) Absent class treatment, similarly situated employees with small, but
13 nevertheless meritorious, claims for damages would, as a practical matter, have no means of redress
14 because of the time, effort, and expense required to prosecute individual actions. (*Id.* at p. 515; *Gentry*
15 *v. Super. Ct.* (2007) 42 Cal.4th 443, 457–62.) Moreover, in the context of settlement, the superiority
16 concerns are essentially non-existent. (*See generally, e.g., Stamburgh, supra*, 62 Cal.App.3d.)

17 **V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND AND** 18 **SATISFIES RULES OF COURT**

19 Class Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
20 rule 3.766(e)–(f), rule 3.769(f).) Here, the proposed Class Notice, in the form attached to the Settlement
21 as **Exhibit A**, and to be mailed by first-class United States Postal Service mail in English and Spanish,
22 meets all the requirements of California Rules of Court. The Class Notice summarizes the proceedings
23 to date and the terms and conditions of the proposed Settlement in an informative and coherent manner.
24 (Settlement, ¶ 7.5, Ex. A.) It also states that the final approval decision has yet to be made, and provides
25 the date, time, and location of the Final Approval Hearing. (*Id.* at Ex. A.) It explains the right and
26 procedures to opt-out or submit any written objections and/or arrange to appear at the Final Approval
27 Hearing and verbally state any objections. (Settlement, ¶¶ 7.8, 7.10, Exs. A–C.) It makes clear the
28 Settlement does not constitute an admission of liability by Defendants, who deny all liability, and it

1 recognizes that this Court has not ruled on the merits of the Action. (Settlement, ¶ 11.2, Ex. A.) Thus,
2 the proposed Class Notice meets all the requirements of California Rule of Court 3.769(f). (Cal. Rules
3 of Court, rule 3.769(f).)

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

7 California law vests the Court with broad discretion in fashioning an appropriate notice
8 program. (*Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 970, 973–74.) There is no statutory or due
9 process requirement that all class members receive actual notice, but in this matter, Class Members will
10 receive direct mailed notice, which is the best possible form of notice under the circumstances.
11 (Settlement, ¶ 7.5.) As the Court of Appeals has explained, “[t]he notice given should have a reasonable
12 chance of reaching a substantial percentage of the Class Members . . .” (*Cartt*, 50 Cal.App.3d at p. 974.)

13 VI. CONCLUSION

14 For the foregoing reasons, Plaintiff respectfully requests the Court grant this motion, enter the
15 proposed order submitted herewith regarding preliminary approval, and set a final approval hearing no
16 earlier than 120 days from the preliminary approval order.

17 Respectfully submitted,

18 Dated: August 28, 2026

MOON LAW GROUP, PC

19
20 By: _____

Kane Moon
Allen Feghali
Chancellor D. Nobles

Attorneys for Plaintiff