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

JOSEPH GALLO, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

v.

APS INVESTORS, LLC DBA ADVANCED
PARKING SYSTEMS, a California limited
liability company; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 24STCV13641

Assigned for All Purposes to:
Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT
THEREOF**

[Declaration of Proposed Class Counsel (Douglas
Han); Declarations of Proposed Class
Representatives (Joseph Gallo and Felipe Saenz);
Declaration of Julie Green; Declaration of Brian
Koegle; Declaration of Darryl Garibay; and
[Proposed] Order filed concurrently herewith]

Hearing Date: December 9, 2025
Hearing Time: 10:30 a.m.
Hearing Place: Department 12

Complaint Filed: May 30, 2024
FAC Filed: September 5, 2025
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on December 9, 2025 at 10:30 a.m., or as soon as the matter
2 may be heard, before the Honorable Carolyn B. Kuhl in Department 12 of the Los Angeles County
3 Superior Court located at 312 North Spring Street Los Angeles, California 90012, Plaintiffs Joseph
4 Gallo and Felipe Saenz (“Plaintiffs,” “Plaintiff Gallo,” and “Plaintiff Saenz”) will and hereby do
5 move for an order:

- 6 • Granting Preliminary Approval of the class action settlement described herein and
7 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement
8 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the
9 Declaration of Douglas Han, including, and not limited to, the means of allocation
10 and distribution of funds;
- 11 • Approving the Court Approved Notice of Class Action Settlement and Hearing Date
12 for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the Settlement
13 Agreement;
- 14 • Directing the mailing of the Class Notice with a postage-paid return envelope to the
15 Class Members;
- 16 • Approving the proposed deadlines for the settlement administration process;
- 17 • Conditionally certifying the Class for settlement purposes only;
- 18 • Appointing Justice Law Corporation as Class Counsel;
- 19 • Approving CPT Group, Inc. as the Administrator;
- 20 • Appointing Plaintiffs as the class representatives; and
- 21 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
22 Agreement, at which time the Court will also consider whether to grant Final
23 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
24 Litigation Expenses Payment, Class Representative Service Payments,
25 Administration Expenses Payment, and approval of the allocation of the Private
26 Attorney General Act of 2004 (“PAGA”) Penalties.

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1 This motion is based upon the following memorandum of points and authorities; Declaration
2 of Proposed Class Counsel (Douglas Han); Declarations of Proposed Class Representatives (Joseph
3 Gallo and Felipe Saenz); Declaration of Julie Green; Declaration of Brian Koegle; Declaration of
4 Darryl Garibay; [Proposed] Order filed concurrently with this motion; pleadings and other records
5 on file with the Court in this matter; and such documentary evidence and oral argument as may be
6 presented at the hearing on this motion.

7
8 Dated: October 15, 2025

JUSTICE LAW CORPORATION

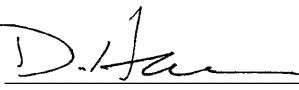
9 By: 
10 Douglas Han
11 *Attorneys for Plaintiffs*
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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement by Plaintiffs on behalf of themselves and all hourly-paid, non-exempt
4 employees of Defendant APS Investors, LLC dba Advanced Parking Systems (“Defendant”) within
5 the State of California at any time during the period from May 30, 2020, through June 24, 2025
6 (“Class,” “Class Members,” and “Class Period”). At the time of this filing, the number of Class
7 Members is estimated to be four hundred ninety-three (493), which was confirmed by Defendant.
8 (Declaration of Douglas Han In Support of Motion for Preliminary Approval of Class Action
9 Settlement (“Han Decl.”), ¶¶ 8, 9.)

10 **II. BACKGROUND**

11 On May 30, 2024, Plaintiff Gallo filed a wage-and-hour class action lawsuit in the Superior
12 Court of California, County of Los Angeles, alleging eight (8) causes of action. (Han Decl., *supra*,
13 at ¶ 10.)

14 On July 8, 2025, Plaintiff Saenz provided written notice to the California Labor and
15 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 11; Exhibit 3.)

16 After engaging in discovery, investigations, and negotiation, on June 24, 2025, the Parties
17 attended mediation with the mediator Gig Kyriacou that eventually resulted in the settlement of this
18 matter. (Han Decl., *supra*, at ¶ 12.)

19 In line with the settlement, on September 5, 2025, Plaintiff Gallo then filed a First Amended
20 Complaint that adjusted the “class” definition, added Plaintiff Saenz as a named plaintiff, and added
21 a cause of action for violation of Labor Code section 2698 (PAGA). (Han Decl., *supra*, at ¶ 13;
22 Exhibit 4.)

23 **III. INVESTIGATION/ LITIGATION HISTORY**

24 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

25 After initiating this lawsuit, the Parties engaged in informal discovery. (Han Decl., *supra*,
26 at ¶ 15.) The Parties met and conferred and agreed to engage in the informal exchange of
27 information and then eventually attended mediation. (*Ibid.*)

28 ///

1 Prior to the mediation, Defendant produced documents relating to its policies, practices, and
2 procedures. (Han Decl., *supra*, at ¶ 16.) As part of Defendant’s production, Plaintiffs reviewed time
3 records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Putative
4 class members were also located and interviewed to attain a better understanding of the extent and
5 frequency of the alleged day-to-day violations. (*Ibid.*) The Parties also discussed the financial
6 hardships that Defendant has been experiencing in recent years. (*Ibid.*)

7 Based on the information provided by Defendant and interviews with putative class
8 members, Plaintiffs contend – and Defendant denies – Defendant: (1) failed to provide employees
9 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
10 maintained an improper rounding practice; (4) failed to include non-discretionary bonuses in
11 employees’ regular rate of pay; (5) failed to reimburse employees for necessary business expenses;
12 (6) issued noncompliant wage statements; and (7) is liable for waiting time penalties. (Han Decl.,
13 *supra*, at ¶¶ 18-26.)

14 **b. The Parties Were Able to Reach an Agreement**

15 **i. The Parties Attended Mediation Which Led to the Settlement**

16 The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 25.)
17 Under the auspices of the mediator, the Parties eventually reached a settlement, the terms of which
18 were memorialized in the Settlement Agreement. (*Id.* at ¶ 27; Exhibits 2, 5.)

19 **ii. The Settlement Was Reached as a Result of Arm’s-Length Negotiations**

20 The Settlement was reached because of arm’s-length negotiations. (Han Decl., *supra*, at ¶
21 30.) Though cordial and professional, the settlement negotiations have always been adversarial and
22 non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted extensive arm’s-
23 length settlement negotiations until an agreement was ultimately reached. (*Ibid.*) The Parties also
24 discussed the financial hardships that Defendant has been experiencing in recent years. (*Ibid.*)

25 Plaintiffs and Class Counsel recognize the expense and length of additional proceedings
26 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
27 31.) Plaintiffs and Class Counsel also considered the uncertainty and risk of further litigation,
28 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the

foregoing, Plaintiffs and Class Counsel believe that the Settlement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members. (Han Decl., *supra*, at ¶ 31.)

iii. The Settlement Is the Result of Thorough Investigation and Discovery

The Parties investigated and evaluated the strengths and weaknesses of the claims and defenses before reaching the Settlement and engaged in research and discovery to support the Settlement. (Han Decl., *supra*, at ¶ 32.) The Settlement was only possible following significant investigation and evaluation of the relevant policies and practices, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has reached the stage where the Parties understand “the strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best possible recovery” sufficient to support the reasonableness, adequacy, and fairness of the Settlement. (Han Decl., *supra*, at ¶ 32; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

c. Terms of the Settlement

i. Deductions from the Settlement

The Parties agreed that (subject to the Court’s approval) this matter be settled and compromised for the non-reversionary sum of \$225,000 (“Gross Settlement Amount”) which includes: (1) Class Counsel Fees Payment up to \$78,750 (35% of the Gross Settlement Amount); (2) Class Counsel Litigation Expenses Payment up to \$25,000; (3) Class Representative Service Payments up to \$10,000 totaling \$15,000; (4) Administration Expenses Payment up to \$15,000; and (5) PAGA Penalties up to \$10,000. (Han Decl., *supra*, at ¶ 28.)

ii. Calculating Settlement Payments

After all Court-approved deductions from the Gross Settlement Amount, it is estimated that \$81,250 (“Net Settlement Amount”) will be paid to the Participating Class Members – with a gross average Individual Class Payment estimated at \$164.81. (Han Decl., *supra*, at ¶ 29.)

The Participating Class Members will receive a proportionate share of the Net Settlement Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(e).) The Individual Class Payments will be allocated twenty percent (20%) to the settlement of wage claims and eighty percent (80%) to the settlement of claims for interests and

penalties. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(e).)

The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(d).) The Aggrieved Employees' portion of the PAGA Penalties will be allocated as one hundred percent (100%) penalties. (*Ibid.*)

iii. Notice to the Class

No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send the Class Notice to all Class Members identified in the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

iv. Distribution of Funds

The Gross Settlement Amount will be funded and distributed pursuant to the timeline and manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at §§ D(2), D(3).) The uncashed settlement checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

v. Release of Claims

Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(2).)

Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(3).)

Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiffs' Release. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(1).) Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

With regards to class action releases, “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.”” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case are acceptable because they are limited to the scope of the allegations in the operative complaint. Moreover, the released claims are ““based on *the identical factual predicate* as that underlying the claims in the settled class action.”” (*Ibid.*) In other words, the released claims do not ““go beyond the scope of the allegations in the operative complaint”” (*Ibid.*)

d. Counsel for Both Parties Are Experienced in Similar Litigation

The Parties' counsel are experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and viability of the defenses. (*Ibid.*) This experience instructed Class Counsel on the risks and uncertainties of further litigation and guided their determination to endorse the Settlement Agreement.¹ (*Ibid.*)

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¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Class Notice has been provided to the Class, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval.

1 **IV. ARGUMENT**

2 **a. Class Action Settlements Are Subject to Court Review**

3 Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before final
4 approval, the court must conduct an inquiry into the fairness of the proposed settlement.” (Rules of
5 Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary approval of class
6 settlements:

7 (a) A settlement or compromise of an entire class action, or a cause of action in
8 a class action, or as to a party, requires the approval of the court after
9 hearing.

10 (b) Any party to a settlement agreement may serve and file a written notice of
11 motion for preliminary approval of the settlement. The settlement
12 agreement and proposed notice to class members must be filed with the
13 motion, and the proposed order must be lodged with the motion.

14 Courts have discretion to approve settlements that are fair, not collusive, and consider ““all
15 the normal perils of litigation as well as the additional uncertainties inherent in complex class
16 actions.”” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
17 *nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

18 **b. The Settlement Is a Reasonable Compromise of Claims**

19 An understanding of the amount in controversy is an important factor in whether the
20 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of
21 the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
22 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
23 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for
24 plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar*, at p. 130; see
25 also *Munoz*, at p. 409.)

26 ///

27 ² The California Supreme Court has authorized California’s trial courts to use Federal Rule
28 23 and cases applying it for guidance in considering class issues. (*Vasquez v. Superior Court* (1971)
4 Cal.3d 800, 821; *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties
cite Federal Rule 23 and federal case law in addition to California law.

1 *Kullar's* instructions to the court is not to “decide the merits of the case or to substitute its
2 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*
3 *Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum
4 amount the class could recover if plaintiff prevailed on all his claims, provided there is a record that
5 allows ““an understanding of the amount that is in controversy and the realistic range of outcomes
6 of the litigation.”” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186 Cal.App.4th
7 at p. 409.) “[A]s the court does when it approves a settlement as in good faith under Code of Civil
8 Procedure § 877.6, the court must at least satisfy itself that the class settlement is within the
9 ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

10 **i. The Settlement Amount of \$225,000 Is Fair and Reasonable**

11 The Settlement Agreement was only possible following significant investigation and
12 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in
13 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and
14 potential damages. (Han Decl., *supra*, at ¶ 32.)

15 The claims are predicated on the alleged: (1) failure to properly calculate and pay overtime
16 wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and pay
17 applicable premium wages; (4) failure to timely pay wages; (5) failure to issue compliant wage
18 statements; (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation of
19 Business & Professions Code section 17200. (Han Decl., *supra*, at ¶ 33.) Defendant vehemently
20 denies the theories of liability. (*Id.* at ¶ 34.)

21 While Plaintiffs believes that the case is suitable for certification, uncertainties with respect
22 to certification are always present. (Han Decl., *supra*, at ¶ 35.) As the California Supreme Court
23 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
24 always a matter of the trial court’s sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
25 *Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.³
26 (*Ibid.*) Thus, the calculations for potential damages were discounted.

27 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification of
28 class claiming misclassification and ordering summary adjudication in favor of employees], review

1 **ii. The PAGA Penalties of \$10,000 Is Reasonable**

2 The provisions of the Labor Code potentially triggering PAGA penalties include Labor
3 Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
4 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 45.)
5 Defendant asserted that, regardless of the results of the underlying causes of action, PAGA penalties
6 are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained that it had a
7 strong argument that it would be unjust to award maximum PAGA penalties given the law’s current
8 unsettled state regarding PAGA penalties. (Han Decl., *supra*, at ¶ 45; *Thurman v. Bayshore Transit*
9 *Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)
10 Furthermore, Defendant argued that limited to the initial violation, the PAGA penalties would be
11 limited to about **\$15,600** (156 employees x \$100 penalty for initial violation) on the low end and
12 **\$109,200** (156 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high
13 end. (Han Decl., *supra*, at ¶¶ 46-48.)

14 Plaintiffs recognized that the risk that any PAGA award could be reduced. (Han Decl.,
15 *supra*, at ¶ 49.) Many of the causes of action brought were also duplicative of the statutory claims.
16 (*Ibid.*) Allocating \$10,000 to PAGA civil penalties was reasonable given that Defendant is also
17 paying an additional \$215,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated
18 in good faith and “there is no indication that [the] amount was the result of self-interest at the
19 expense of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

20 Considering the defenses, supporting evidence, and position that the case is not suitable for
21 class treatment, the Settlement Agreement is reasonable, adequate, and fair.

22 _____
23 granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for illustrative
24 purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming
25 decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2* (2006) 144
26 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson’s Inc.* (2006) 141
27 Cal.App.4th 1422 [affirming denial of certification].)

28 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims”.)

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$3,251,761.62** on the low end and around **\$3,458,641.62** on the high end. (Han Decl., *supra*, at ¶ 50.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$96,460.43	75%	65%	\$8,440.29
Meal Break Premiums	\$387,623.31	65%	65%	\$47,483.86
Overtime/Minimum Wage: Off-the-Clock Work	\$413,520 to \$620,400	65%	65%	\$50,656.20 to \$75,999
Rounding	\$25,793.31	45%	55%	\$6,383.84
Regular Rate	\$4,852.57	35%	55%	\$1,419.38
Unreimbursed Business Expenses	\$468,240	35%	75%	\$76,089
Wage Statement Penalty	\$366,600	75%	75%	\$22,912.50
Waiting Time Penalty	\$1,488,672	75%	75%	\$93,042
MAXIMUM TOTAL EXPOSURE	\$3,251,761.62 to \$3,458,641.62⁵			\$306,427.07 to \$331,769.87⁶

The realistic recovery for this case is about **\$306,427.07** on the low end and **\$331,769.87** on the high end. (Han Decl., *supra*, at ¶ 59.) The Gross Settlement Amount is about six percent (6.51%) of the maximum potential exposure and around sixty-eight percent (67.82%) of the maximum realistic exposure at trial, which is a reasonable settlement when considering Defendant's financial hardships in recent years. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." (*Detroit*

⁵ (Han Decl., *supra*, at ¶¶ 36-44.)

⁶ (*Id.* at ¶¶ 51-58.)

1 *v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P’ship* (9th
2 Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance
3 of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is
4 not to be judged against a hypothetical or speculative measure of what might have been achieved
5 by the negotiators”). This settlement is in line with the realistic exposure if Plaintiffs had prevailed
6 at trial and provides a significant recovery for the Class Members.

7 **d. Conditional Certification of the Class Is Appropriate**

8 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of
9 a common or general interest, of many persons, or when the parties are numerous, and it is
10 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
11 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1] an
12 ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

13 The Class is ascertainable and numerous as to make it impracticable to join all the Class
14 Members, and there are common questions of law and fact that predominate over any questions
15 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 60.) Plaintiffs contend that their
16 claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect
17 the interests of the Class. (*Ibid.*) Plaintiffs assert that the prosecution of separate actions by
18 individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

19 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

20 “Ascertainability is required in order to give notice to putative class members as to whom
21 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
22 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs by
23 describing a set of common characteristics sufficient to allow a member of that group to identify
24 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
25 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
26 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

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1 This case involves approximately four hundred ninety-three (493) Class Members, meaning
2 that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 61; *Ghazaryan v. Diva Limousine,*
3 *Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current
4 and former employees” is sufficiently numerous].)

5 **ii. Class Members Share a Well-defined Community of Interest**

6 The community of interest requirement “embodies three factors: (1) predominant common
7 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
8 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
9 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
10 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
11 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis
12 in original).) The courts focus on the defendant’s internal policies and “pattern and practice . . . in
13 order to assess whether that common behavior toward similarly situated plaintiffs renders class
14 certification appropriate.” (*Ibid.*) The application of each of these factors is discussed below.

15 **1. Common Issues Predominate**

16 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory of
17 recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v. Department*
18 *of Developmental Services, supra*, 155 Cal.App.4th at p. 690.) In other words, courts determine
19 whether the elements necessary to establish liability are susceptible to common proof, even if the
20 class members must individually prove their damages. (*Brinker Restaurant Corp. v. Superior Court*
21 (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class certification when
22 the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC Dallas LLC* (N.D.Tex.
23 Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS 185042 [certified
24 collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.* (S.D.Fla. Jan. 11, 2016,
25 No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court certified class of dancers on
26 state law claims].)

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1 Plaintiffs assert that common issues of fact and law predominate as to each of the claims
2 alleged. (Han Decl., *supra*, at ¶ 62.) Plaintiffs contend that all Class Members were subject to the
3 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

4 **2. Plaintiffs' Claims Are Typical of the Class Claims**

5 Typical claims rely on legal theories and facts that are substantially like those of other class
6 members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

7 Plaintiffs are former employees of Defendant and allege that they and the Class Members were
8 employed by the same company and injured by the common policies and practices related to the
9 claims described above. (Han Decl., *supra*, at ¶ 63; Declaration of Joseph Gallo ("Gallo Decl."), ¶¶
10 2-8, 12-15; Declaration of Felipe Saenz ("Saenz Decl."), ¶¶ 2-7, 11-13.) Plaintiffs seek relief for
11 these claims and derivative claims on behalf of the Class. (Han Decl., *supra*, at ¶ 63; Gallo Decl.,
12 *supra*, at ¶¶ 2-8, 12-15; Saenz Decl., *supra*, at ¶¶ 2-7, 11-13.) Thus, the claims arise from the same
13 employment practices and are based on the same legal theories applicable to the Class. (Han Decl.,
14 *supra*, at ¶ 63; Gallo Decl., *supra*, at ¶¶ 2-8, 12-15; Saenz Decl., *supra*, at ¶¶ 2-7, 11-13.)

15 **3. Plaintiffs Are Adequate to Represent the Class**

16 Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 64; Gallo
17 Decl., *supra*, at ¶¶ 9-11, 16-21; Saenz Decl., *supra*, at ¶¶ 8-10, 14-19.) Plaintiffs conducted
18 themselves diligently and responsibly in representing the Class, understands the fiduciary
19 obligations, and actively participated in the prosecution of this case. (Han Decl., *supra*, at ¶ 64;
20 Gallo Decl., *supra*, at ¶¶ 9-11, 16-21; Saenz Decl., *supra*, at ¶¶ 8-10, 14-19.) Plaintiffs spent time
21 in meetings and conferences with Class Counsel to provide them with a complete understanding of
22 the work experience and environment. (Han Decl., *supra*, at ¶ 64; Gallo Decl., *supra*, at ¶¶ 9-11,
23 16-21; Saenz Decl., *supra*, at ¶¶ 8-10, 14-19.) Plaintiffs have no interest adverse to the interests of
24 the other Class Members. (Han Decl., *supra*, at ¶ 64; Gallo Decl., *supra*, at ¶¶ 9-11, 16-21; Saenz
25 Decl., *supra*, at ¶¶ 8-10, 14-19.)

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1 **4. Class Action Is Superior for the Fair and Efficient Adjudication**
2 **of this Controversy**

3 A class action is superior to other available means for the fair and efficient adjudication of
4 this controversy. Plaintiffs contend that the joinder of all Class Members is impractical and that
5 class treatment will permit many similarly situated persons to prosecute their common claims for
6 settlement purposes simultaneously in a single forum without the duplication of effort and expense
7 that numerous individual actions would necessitate. Because several Class Members are also
8 current employees, Plaintiffs believe that the fear of retaliation further supports the superiority of
9 class-wide relief as this fear often discourages current employees from seeking legal redress.

10 **e. The Settlement Is Fair, Reasonable, and Adequate**

11 In deciding whether to approve a proposed class action settlement under Code of Civil
12 Procedure section 382, the Court must find a proposed settlement is “fair, adequate and reasonable.”
13 (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement
14 is presumed fair under the following circumstances: (1) parties reached settlement after arm’s-
15 length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court
16 to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors
17 is small. (*Id.* at p. 1802.) All these elements are present.

18 **f. Notice to the Class Complies with Rules of Court, Rule 3.769(f)**

19 Rules of Court, rule 3.769(f), provides:

20 If the court has certified the action as a class action, notice of the final approval
21 hearing must be given to class members in the manner specified by the court. The
22 notice must contain an explanation of the proposed settlement and procedures for
23 class members to follow in filing written objections to it and in arranging to appear
24 at the settlement hearing and state any objections to the proposed settlement.

25 The Class Notice meets all these requirements. The Class Notice advises the Class Members
26 of their right to participate in the Settlement, how and when to object to or request exclusion from
27 the Settlement, and date, time, and location of the Final Approval Hearing.

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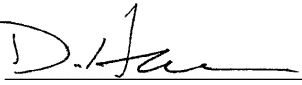
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1 **V. CONCLUSION**

2 Plaintiffs submit the Settlement is in the best interests of the Class. Under the applicable
3 class action criteria and guidelines, the Settlement should be preliminarily approved, Class should
4 be conditionally certified for settlement purposes, and Class Notice should be approved.

5
6 Dated: October 15, 2025

JUSTICE LAW CORPORATION

7 By: 
8 Douglas Han
9 *Attorneys for Plaintiffs*

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On October 15, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case: **Gallo, et al. v. APS Investors, LLC dba Advanced Parking Systems**
LWDA/Court Case No.: LWDA Case No.: CM-1110486-25
Court Case No.: 24STCV13641
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

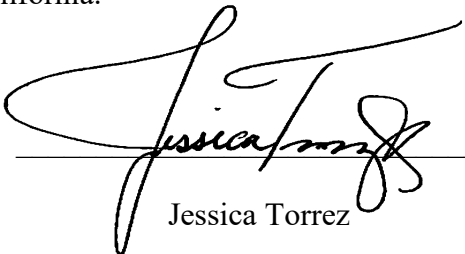
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on October 15, 2025, at Pasadena, California.


Jessica Torrez