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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

ALICIA RENTERIA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

CAMFIL USA, INC., a Delaware corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 23CU0143

Assigned for All Purposes to:
Honorable Randy Edwards
Department 2

CLASS ACTION

**PLAINTIFF'S 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); Declaration of Joan Graff; and
[Proposed] Order filed concurrently herewith]

Hearing Date: March 12, 2024
Hearing Time: 8:15 a.m.
Hearing Place: Department 2

Complaint Filed: April 20, 2023
FAC Filed: December 21, 2023
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on March 12, 2024 at 8:15 a.m., or as soon as the matter
2 may be heard, before the Honorable Randy Edwards in Department 2 of the Kings County Superior
3 Court located at 1640 Kings County Drive, Hanford, California 93230, Plaintiff Alicia Renteria
4 (“Plaintiff”) will and hereby does move for an order:

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

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1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); Declaration of Joan Graff; [Proposed]
3 Order filed concurrently with this motion; pleadings and other records on file with the Court in
4 this matter; and such documentary evidence and oral argument as may be presented at the hearing.
5

6 Dated: January 11, 2024

JUSTICE LAW CORPORATION

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8 By: 
9 Douglas Han
Attorneys for Plaintiff
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TABLE OF CONTENTS

I.	INTRODUCTION	10
II.	BACKGROUND	10
III.	INVESTIGATION/ LITIGATION HISTORY	11
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	11
b.	The Parties Were Able to Reach an Agreement on Settlement of the Action	12
i.	The Parties Attended Mediation, Which Led to the Settlement	12
ii.	The Settlement Was Reached as a Result of Arm's-Length Negotiations	12
iii.	The Settlement is the Result of Thorough Investigation and Discovery	12
c.	Terms of the Proposed Settlement	13
i.	Deductions from the Settlement.....	13
ii.	Calculating Settlement Payments	13
iii.	Notice to the Class	13
iv.	Distribution of Funds	14
v.	Release of Claims	14
d.	Counsel for Both Parties Are Experienced in Similar Litigation	15
IV.	ARGUMENT	15
a.	Class Action Settlements Are Subject to Court Review	15
b.	The Proposed Settlement is a Reasonable Compromise of Claims	16
i.	The Settlement Amount of \$990,000 is Fair and Reasonable	17
ii.	The PAGA Penalties of \$50,000 is Reasonable.....	17
c.	Discount Analysis Justifies the Settlement	18
d.	Conditional Certification of the Class is Appropriate.....	20
i.	The Proposed Class is Ascertainable and Sufficiently Numerous.....	20
ii.	Class Members Share a Well-defined Community of Interest	21
1.	Common Issues Predominate.....	21

2.	Plaintiff’s Claims Are Typical of the Class Claims.....	21
3.	Plaintiff is Adequate to Represent the Class.....	22
4.	Class Action is Superior for the Fair and Efficient Adjudication of this Controversy	22
e.	The Settlement is Fair, Reasonable, and Adequate.....	22
f.	Notice to the Class Complies with California Rules of Court, Rule 3.769(f).....	23
V.	CONCLUSION.....	23

TABLE OF AUTHORITIES

<u>Cases</u>	<u>Page(s)</u>
<i>Acosta v. TransUnion, LLC</i>	
(C.D. Cal. 2007) 240 F.R.D. 564	19
<i>Aguiar v. Cintas Corp. No. 2</i>	
(2006) 144 Cal.App.4th 121	17
<i>Amaro v. Anaheim Arena Management, LLC</i>	
(2021) 69 Cal.App.5th 521	15
<i>Bartold v. Glendale Federal Bank</i>	
(2000) 81 Cal.App.4th 816	20
<i>In re Beef Industry Antitrust Litigation</i>	
(5th Cir. 1979) 607 F.2d 167	16
<i>Boyd v. Bechtel Corp.</i>	
(N.D.Cal. 1979) 485 F.Supp.610	12, 17
<i>Brinker Restaurant Corp. v. Superior Court</i>	
(2012) 53 Cal.4th 1004	21
<i>Capitol People First v. Department of Developmental Services</i>	
(2007) 155 Cal.App.4th 676	21
<i>Classen v. Weller</i>	
(1983) 145 Cal.App.3d 27	21
<i>Detroit v. Grinnell Corp.</i>	
(2d Cir. 1974) 495 F.2d 448.....	19
<i>Dunbar v. Albertson's Inc.</i>	
(2006) 141 Cal.App.4th 1422	17
<i>Dunk v. Ford Motor Co.</i>	
(1996) 48 Cal.App.4th 1794	15, 22, 23
<i>Espinoza v. Galardi South Enters.</i>	
(S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS.....	21

<u>Cases</u>	<u>Page(s)</u>
<i>In re General Motors Corp. Engine Interchange Litigation</i>	
(7th Cir. 1979) 594 F.2d 1106	19
<i>Ghazaryan v. Diva Limousine, Ltd.</i>	
(2008) 169 Cal.App.4th 1524	20
<i>Green v. Obledo</i>	
(1981) 29 Cal.3d 126	15
<i>Harris v. Superior Court</i>	
(2007) 154 Cal.App.4th 164	17
<i>Hicks v. Kaufman & Broad Home Corp.</i>	
(2001) 89 Cal.App.4th 908	20
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900	18
<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n</i>	
(1981) 452 U.S. 905.....	16
<i>Jones v. JGC Dallas LLC</i>	
(N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS	
185042.....	21
<i>Kullar v. Foot Locker Retail, Inc.</i>	
(2008) 168 Cal.App.4th 116	16
<i>Linder v. Thrifty Oil Co.</i>	
(2000) 23 Cal.4th 429	20
<i>Linney v. Cellular Alaska P’ship</i>	
(9th Cir. 1998) 151 F.3d 1234	19
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
(2010) 186 Cal.App.4th 399	16
<i>Nordstrom Com. Cases</i>	
(2010) 186 Cal.App.4th 576	18

<u>Cases</u>	<u>Page(s)</u>
<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
(2004) 34 Cal.4th 319	17, 20, 21
<i>Thurman v. Bayshore Transit Mgmt.</i>	
(2012) 203 Cal.App.4th 1112	18
<i>Vasquez v. Superior Court</i>	
(1971) 4 Cal.3d 800	15
<i>Walsh v. IKON Office Solutions, Inc.</i>	
(2007) 148 Cal.App.4th 1440	17
<u>Rules</u>	
California Rules of Court, Rule 3.769	15
California Rules of Court, Rule 3.769 (a)	16
California Rules of Court, Rule 3.769 (f)	23
California Rules of Court, Rule 3.769 (g)	15
Federal Rule 23	15
<u>Statutes</u>	
Business & Professions Code § 17200	17
Code of Civil Procedure § 382	20, 21
Code of Civil Procedure § 384	14
Code of Civil Procedure § 877.6	16
Code of Civil Procedure § 1542	14
Labor Code § 201	17
Labor Code § 202	17
Labor Code § 203	17
Labor Code § 204	17
Labor Code § 210	17
Labor Code § 218.5	17
Labor Code § 221	17

<u>Statutes</u>	<u>Page(s)</u>
Labor Code § 226.3.....	17
Labor Code § 226.7.....	17
Labor Code § 226 (a)	17
Labor Code § 246.....	17
Labor Code § 432.5.....	17
Labor Code § 510.....	17
Labor Code § 512 (a)	17
Labor Code § 551.....	17
Labor Code § 552.....	17
Labor Code § 558.....	17
Labor Code § 1174 (d).....	17
Labor Code § 1194.....	17
Labor Code § 1197.....	17
Labor Code § 1197.1.....	17
Labor Code § 1198.....	17
Labor Code § 2800.....	17
Labor Code § 2802.....	17

1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement by Plaintiff Alicia Renteria (“Plaintiff”) on behalf of herself and all current
4 and former hourly-paid, non-exempt employees of Defendant Camfil USA, Inc. (“Defendant,”
5 collectively, the “Parties”) in California at any time during the period from April 20, 2019, through
6 February 5, 2024, or the date of preliminary approval, whichever date is earlier (“Class,” “Class
7 Members,” and “Class Period”). At the time of this filing, the number of Class Members is
8 estimated to be one hundred seventy-seven (177), which was confirmed by Defendant.
9 (Declaration of Proposed Class Counsel (Douglas Han) In Support of Plaintiff’s Motion for
10 Preliminary Approval of Class Action Settlement (“Han Decl.”), at ¶¶ 8-9.)

11 **II. BACKGROUND**

12 On February 7, 2023, Plaintiff provided written notice to the California Labor and
13 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 10.)

14 On April 20, 2023, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
15 Court of California, County of Kings, alleging eight (8) causes of action (Case No. 23CU0143).
16 (Han Decl., *supra*, at ¶ 11.)

17 On April 20, 2023, Plaintiff filed a representative PAGA action in the Superior Court of
18 California, County of Kings (Case No. 23CU0140). (Han Decl., *supra*, at ¶ 12.)

19 After engaging in informal discovery, investigations, and negotiation, the Parties remotely
20 attended mediation with the mediator Gig Kyriacou on December 6, 2023, ultimately resulting in
21 the Parties reaching an enforceable Memorandum of Understanding. (Han Decl., *supra*, at ¶ 13.)

22 In line with the settlement, on December 21, 2023, Plaintiff filed a First Amended
23 Complaint adjusting the “Class” definition and adding a cause of action for violation of Labor
24 Code section 2698, *et seq.* (PAGA). (Han Decl., *supra*, at ¶ 14.) The Parties stipulated to dismiss
25 Case No. 23CU0140 once the First Amended Complaint was filed in Case No. 23CU0143. (*Ibid.*)

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1 Defendant denies any and all liability or wrongdoing of any sort regarding any of the claims
2 alleged, makes no concessions or admissions of liability, and contends that for any purpose other
3 than settlement, the matter is not appropriate for class or representative treatment. (Han Decl.,
4 *supra*, at ¶ 15.) Defendant asserts several defenses to the claims and has denied any wrongdoing
5 or liability arising out of any of the alleged facts or conduct in this matter. (*Ibid.*) Defendant
6 emphasizes that the Court has not made any findings of liability as to Defendant and the Court has
7 not determined that class certification is warranted in this matter. (*Ibid.*)

8 **III. INVESTIGATION/ LITIGATION HISTORY**

9 **a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions**

10 Plaintiff propounded form interrogatories, special interrogatories, requests for admission,
11 and requests for production of documents. (Han Decl., *supra*, at ¶ 16.) The Parties then met and
12 conferred and agreed to engage in an informal exchange of information and then eventually
13 attended mediation. (*Ibid.*)

14 Prior to the mediation, Defendant produced several documents relating to its policies,
15 practices, and procedures. (Han Decl., *supra*, at ¶ 17.) As part of Defendant's production, Plaintiff
16 also reviewed time records, pay records, and information relating to the size and scope of the Class.
17 (*Ibid.*) Putative class members were also located and interviewed to attain a better understanding
18 of the extent and frequency of the alleged day-to-day violations. (*Ibid.*)

19 Based on the information provided by Defendant and interviews with putative class
20 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees
21 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
22 failed to include non-discretionary bonuses in employees' regular rate of pay for purposes of
23 overtime compensation and sick leave pay; (4) failed to reimburse employees for necessary
24 business expenses; (5) issued noncompliant wage statements; and (6) is liable for waiting time
25 penalties. (Han Decl., *supra*, at ¶¶ 19-27.)

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1 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

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

3 The Parties remotely attended mediation with an experienced mediator on December 6,
4 2023. (Han Decl., *supra*, at ¶ 28.) Under the auspices of the mediator, the Parties reached a
5 settlement, the terms were memorialized in the Agreement. (*Id.* at ¶ 28; **Exhibits 2, 3.**)

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

8 The Settlement was reached because of arm’s-length negotiations. (Han Decl., *supra*, at ¶
9 31.) Though cordial and professional, the settlement negotiations have always been adversarial
10 and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted extensive
11 arm’s-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

12 Plaintiff and Class Counsel recognize the expense and length of additional proceedings
13 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
14 32.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation,
15 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
16 foregoing, Plaintiff and Class Counsel believe the Settlement is a fair, adequate, and reasonable
17 settlement and is in the best interests of Class Members. (*Ibid.*)

18 **iii. The Settlement is the Result of Thorough Investigation and Discovery.**

19 The Parties investigated and evaluated the strengths and weaknesses of the claims and
20 defenses before reaching the Settlement and engaged in research and discovery to support the
21 Settlement. (Han Decl., *supra*, at ¶ 33.) The Settlement was only possible following significant
22 investigation and evaluation of the relevant policies and practices, permitting Class Counsel to
23 engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has
24 reached the stage where the Parties understand “the strength of the case; the reasonableness of the
25 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
26 sufficient to support the Settlement’s reasonableness, adequacy, and fairness. (*Ibid.*; *Boyd v.*
27 *Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

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1 **c. Terms of the Proposed Settlement**

2 **i. Deductions from the Settlement**

3 The Parties agreed (subject to the Court’s approval) this action be settled and compromised
4 for the non-reversionary total sum of \$990,000 (“Gross Settlement Amount”) which includes: (1)
5 Class Counsel Fees Payment not to exceed \$346,500 (35% of the Gross Settlement Amount); (2)
6 Class Counsel Litigation Expenses Payment not to exceed \$20,000; (3) Class Representative
7 Service Payment not to exceed \$10,000; (4) Administration Expenses Payment not to exceed
8 \$15,000; and (5) PAGA Penalties not to exceed \$50,000. (Han Decl., *supra*, at ¶ 29.)

9 **ii. Calculating Settlement Payments**

10 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
11 \$548,500 (“Net Settlement Amount”) will be paid to Participating Class Members – with a gross
12 *average* Individual Class Payment estimated at \$3,098.87. (Han Decl., *supra*, at ¶ 30.)

13 Participating Class Members will receive a proportionate share of the Net Settlement
14 Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 28;
15 **Exhibit 2**, *supra*, at § C(2)(d).) Individual Class Payments will be allocated twenty percent (20%)
16 to the settlement of wages claims and eighty percent (80%) to the settlement of claims for interests
17 and penalties. (*Id.* at § C(2)(d)(i).)

18 The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be
19 determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 28;
20 **Exhibit 2**, *supra*, at § C(2)(e)(i).) Aggrieved Employees’ portion of the PAGA Penalties will be
21 allocated as one hundred percent (100%) penalties. (*Id.* at § C(2)(e)(ii).)

22 **iii. Notice to the Class**

23 No later than twenty-one (21) calendar days after the Court grants Preliminary Approval
24 of the Settlement, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*,
25 at ¶ 28; **Exhibit 2**, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving
26 the Class Data, the Administrator will send the Class Notice with a translation to all Class Members
27 identified in the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

28 ///

1 **iv. Distribution of Funds**

2 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
3 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 28; **Exhibit 2**, *supra*, at §§ D(2), D(3).)
4 Uncashed settlement checks will be canceled and transmitted to the *cy pres* recipient Legal Aid At
5 Work (“LAAW”). (*Id.* at §§ D(3)(a), D(3)(c).) LAAW directly satisfies the legislature’s purpose
6 and goal under Code of Civil Procedure section 384. (See Declaration of Joan Graff filed
7 herewith.) The Parties are not affiliated with and do not have any financial interest in LAAW. (Han
8 Decl., *supra*, at ¶ 71.)

9 **v. Release of Claims**

10 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
11 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
12 Participating Class Members, on behalf of themselves and their former and present representatives,
13 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
14 the Released Class Claims. (Han Decl., *supra*, at ¶ 28; **Exhibit 2**, *supra*, at §§ E, E(2).)

15 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
16 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
17 Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed
18 to release, on behalf of themselves and their former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
20 Claims. (Han Decl., *supra*, at ¶ 28; **Exhibit 2**, *supra*, at §§ E, E(3).)

21 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
22 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
23 Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns generally release and discharge the Released Parties from
25 the Plaintiff’s Release. (Han Decl., *supra*, at ¶ 28; **Exhibit 2**, *supra*, at §§ E, E(1).) Furthermore,
26 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section
27 1542 of the Civil Code. (*Id.* at § E(1)(a).)

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

10 **d. Counsel for Both Parties Are Experienced in Similar Litigation**

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

17 **IV. ARGUMENT**

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

19 California Rules of Court, rule 3.769 requires court approval for class action settlements.²
20 “Before final approval, the court must conduct an inquiry into the fairness of the proposed
21 settlement.” (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for
22 preliminary approval of class settlements:

23 ¹ The final factor mentioned in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 – the
24 number of objectors – is not determinable until the Class Notice has been provided to the Class,
25 and they have had an opportunity to respond. This information will be provided to the Court in
26 conjunction with the Motion for Final Approval of Class Action Settlement.

27 ² The California Supreme Court has also authorized California’s trial courts to use Federal
28 Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior
Court* (1971) 4 Cal.3d 800, 821; see *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 (a) A settlement or compromise of an entire class action, or a cause of action in
2 a class action, or as to a party, requires the approval of the court after
3 hearing.

4 . . .

5 (c) Any party to a settlement agreement may serve and file a written notice of
6 motion for preliminary approval of the settlement. The settlement
7 agreement and proposed notice to class members must be filed with the
8 motion, and the proposed order must be lodged with the motion.

9 (Cal. Rules of Court, rule 3.769(a), (c).)

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

14 **b. The Proposed Settlement is a Reasonable Compromise of Claims.**

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

22 *Kullar* instructs the court is not to “decide the merits of the case or to substitute its
23 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker
24 Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the
25 maximum amount the class could recover if plaintiff prevailed on all his claims, provided there is
26 a record that allows “ ‘an understanding of the amount that is in controversy and the realistic range
27 of outcomes of the litigation.’ ” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*,
28 186 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith
under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement
is within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

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1 **i. The Settlement Amount of \$990,000 is Fair and Reasonable.**

2 The Settlement was only possible following significant investigation and evaluation of the
3 relevant policies and procedures, as well as the data produced, as referenced in Section III above,
4 permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages.
5 (*Boyd v. Bechtel Corp.*, *supra*, 485 F.Supp. at p. 617; Han Decl., *supra*, at ¶ 33.)

6 The claims are predicated on the purported: (1) failure to properly calculate and pay
7 overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and
8 consistently and pay applicable premium wages; (4) failure to timely pay wages; (5) failure to
9 issue compliant wage statements; (6) failure to reimburse business expenses; (7) violation of
10 PAGA; and (8) violation of Business & Professions Code section 17200, *et seq.* (Han Decl., *supra*,
11 at ¶ 34.) Defendant vehemently denies the theories of liability. (*Id.* at ¶ 35.)

12 While Plaintiff believes the case is suitable for certification, uncertainties with respect to
13 certification are always present. (Han Decl., *supra*, at ¶ 36.) As the California Supreme Court
14 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
15 always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
16 *Stores, Inc.* have reached different conclusions concerning certification of wage-and-hour claims.³
17 (Han Decl., *supra*, at ¶ 36.) Thus, the calculations for the potential damages were discounted.

18 **ii. The PAGA Penalties of \$50,000 is Reasonable.**

19 The provisions of the Labor Code potentially triggering PAGA penalties in this case
20 include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5,
21 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*,
22 at ¶ 46.) Defendant asserted, regardless of the results of the underlying causes of action, PAGA
23 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained

24 _____
25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

1 it had a strong argument it would be unjust to award maximum PAGA penalties given the law's
2 current unsettled state concerning PAGA penalties. (Han Decl., *supra*, at ¶ 46; see also *Thurman*
3 *v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this
4 authority].) Furthermore, Defendant argued without stacking and limited to the initial violation,
5 the PAGA penalties would be limited to about **\$9,900** (99 employees x \$100 penalty for initial
6 violation) on the low end and **\$69,300** (99 employees x \$100 penalty for initial violation x 7
7 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 47-49.)

8 Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*,
9 at ¶ 50.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*)
10 Allocating \$50,000 to PAGA civil penalties was reasonable given that Defendant is also paying
11 an additional \$940,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in
12 good faith and “there is no indication that [the] amount was the result of self-interest at the expense
13 of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

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

16 **c. Discount Analysis Justifies the Settlement.**

17 Excluding the civil penalties, which could be completely discretionary, the total estimated
18 potential exposure, assuming certification and prevailing at trial, would be about **\$2,432,797.91**
19 on the low end and around **\$2,653,972.91** on the high end. (Han Decl., *supra*, at ¶ 51.)

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27 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
28 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.”)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$328,823.25	65%	55%	\$51,789.66
Meal Break Premiums	\$640,085.49	50%	50%	\$160,021.37
Overtime/Minimum Wage: Off-the-Clock Work	\$442,114.94 to \$663,289.94	50%	50%	\$110,528.74 to \$165,822.49
Rounding	\$70,097.35	25%	35%	\$34,172.46
Regular Rate	\$57,412.28	25%	35%	\$27,988.49
Unreimbursed Business Expenses	\$6,195	20%	65%	\$1,734.60
Wage Statement Penalty	\$396,000	25%	25%	\$222,750
Waiting Time Penalty	\$492,069.60	25%	25%	\$276,789.15
MAXIMUM TOTAL EXPOSURE	\$2,432,797.91 to \$2,653,972.91⁵			\$885,774.47 to \$941,068.22⁶

The realistic recovery for this case is about **\$885,774.47** on the low end and **\$941,068.22** on the high end. (Han Decl., *supra*, at ¶ 60.) The Gross Settlement Amount is about thirty-seven percent (37.30%) of the maximum potential exposure and around one hundred five percent (105.20%) of the maximum realistic exposure at trial, which is an excellent settlement. (*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 v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.”) This settlement is in line with the realistic exposure if Plaintiff prevailed at trial and provides a significant recovery for Class Members.

⁵ (Han Decl., *supra*, at ¶¶ 37-45.)

⁶ (*Id.* at ¶¶ 52-59.)

1 **d. Conditional Certification of the Class is Appropriate.**

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

7 The Class is ascertainable and numerous as to make it impracticable to join all Class
8 Members, and there are common questions of law and fact that predominate over any questions
9 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 61.) Plaintiff contends her claims
10 are typical of the claims of the Class, and Class Counsel will fairly and adequately protect the
11 interests of the Class. (*Ibid.*) Plaintiff asserts the prosecution of separate actions by individual
12 Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

13 **i. The Proposed Class is Ascertainable and Sufficiently Numerous.**

14 “Ascertainability is required in order to give notice to putative class members as to whom
15 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
16 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
17 by describing a set of common characteristics sufficient to allow a member of that group to identify
18 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
19 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
20 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

21 This case involves approximately one hundred seventy-seven (177) Class Members,
22 meaning the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 62; *Ghazaryan v. Diva*
23 *Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as
24 190 current and former employees” is sufficiently numerous].)

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

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

11 **1. Common Issues Predominate.**

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

23 Plaintiff asserts common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 63.) Plaintiff contends all Class Members were subject to the
25 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

26 **2. Plaintiff’s Claims Are Typical of the Class Claims.**

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

1 Plaintiff is a former employee of Defendant and alleges she and Class Members were
2 employed by the same company and injured by the common policies and practices related to the
3 claims described above. (Han Decl., *supra*, at ¶ 64.) Plaintiff seeks relief for these claims and
4 derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment
5 practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

6 **3. Plaintiff is Adequate to Represent the Class.**

7 Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 65.)
8 Plaintiff conducted herself diligently and responsibly in representing the Class in this litigation,
9 understands the fiduciary obligations, and actively participated in the prosecution of this case.
10 (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with
11 a complete understanding of the work experience and environment. (*Ibid.*) Plaintiff has no interest
12 averse to the interests of the other Class Members. (*Ibid.*)

13 **4. Class Action is Superior for the Fair and Efficient Adjudication** 14 **of this Controversy.**

15 A class action is superior to other available means for the fair and efficient adjudication of
16 this controversy. Plaintiff contends the joinder of all Class Members is impractical and that class
17 treatment will permit many similarly situated persons to prosecute their common claims for
18 settlement purposes simultaneously in a single forum without the duplication of effort and expense
19 that numerous individual actions would necessitate. Because several Class Members are also
20 current employees, Plaintiff believes fear of retaliation further supports the superiority of class-
21 wide relief as this fear often discourages current employees from seeking legal redress.

22 **e. The Settlement is Fair, Reasonable, and Adequate.**

23 In deciding whether to approve a proposed class action settlement under Code of Civil
24 Procedure section 382, the Court must find a proposed settlement is “fair, adequate and
25 reasonable.” (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801.) A proposed class action
26 settlement is presumed fair under the following circumstances: (1) parties reached settlement after
27 arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the
28 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of

objectors is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements are present here.

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

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

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

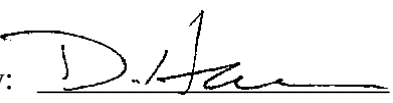
The Class Notice meets all these requirements. The Class Notice advises Class Members of their right to participate in the Settlement, how and when to object to or request exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

V. CONCLUSION

Plaintiff submits the Settlement is in the Class's best interests. Under the applicable class action criteria and guidelines, the Settlement should be preliminarily approved by the Court, Class should be conditionally certified for settlement purposes, and Class Notice should be approved.

Dated: January 11, 2024

JUSTICE LAW CORPORATION

By: 
Douglas Han
Attorneys for Plaintiff

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PROOF OF SERVICE
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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, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On January 11, 2024, I served the foregoing document described as

**PLAINTIFF'S 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: **Renteria v. Camfil USA, Inc.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM- 934417-23**
Court Case No.: 23CU0143
Kings 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 January 11, 2024, at Pasadena, California.



Mariah Anderson