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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

JENNIFER LARA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNITED PERFORMANCE METALS, LLC,
an Ohio Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants.

Case No: CU25-08907

*[Assigned for All Purposes to the Honorable Tim
P. Kam, Dept. 7]*

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

Preliminary Approval Hearing:

Date: May 28, 2027

Time: 9:00 a.m.

Dept.: 7

Complaint filed: September 29, 2025

FAC filed: December 2, 2025

Trial date: None set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on May 28, 2027, at 9:00 a.m., or as soon thereafter as
3 the matter may be heard in Department 7 of the Superior Court of California, County of Solano,
4 located at 580 Texas Street, Fairfield CA 94533, Plaintiff Jennifer Lara ("Plaintiff") will and
5 hereby does move this Court for an Order:

- 6 1. Granting preliminary approval of the proposed Class Action and PAGA Settlement
7 Agreement ("Settlement Agreement");
8 2. Conditionally certifying the proposed Class for settlement purposes only;
9 3. Appointing Plaintiff as the Class Representative;
10 4. Appointing Wilshire Law Firm, PLC as Class Counsel;
11 5. Appointing Apex Class Action LLC as the Administrator; and
12 6. Setting a final approval hearing date.

13 Pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq.*,
14 this Motion is made on the grounds that the proposed Settlement satisfies all criteria for
15 preliminary approval and falls well within the range of reasonableness. The Settlement was
16 reached through informed, arm's length bargaining between experienced attorneys with the
17 assistance of an experienced neutral, and Plaintiff and Plaintiff's Counsel will fairly and
adequately represent the Class.

18 This Motion is based on this Notice of Motion, the accompanying Memorandum of
19 Points and Authorities ("MPA"), the Declaration of Thiago M. Coelho, the Declaration of
20 Jennifer Lara, and on all records and documents on file, together with such oral and documentary
21 evidence that may be presented at the hearing on this matter.

22
23 Respectfully submitted,

24 Dated: September 29, 2026

WILSHIRE LAW FIRM, PLC

25
26 By: 

Thiago M. Coelho
Jesenia A. Martinez
Trenten N. Bilodeaux
Chumahan B. Bowen
Attorneys for Plaintiff

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq.*,
4 Plaintiff seeks preliminary approval of a class action settlement of wage and hour claims, including
5 representative claims brought under the Labor Code Private Attorneys General Act of 2004
6 (“PAGA”), against Defendant United Performance Metals, LLC (“Defendant”). The proposed
7 Class is defined as all persons who performed work for Defendant in California as a current or
8 former hourly-paid or non-exempt employee (“Class Members”) at any time during the period
9 from September 29, 2021, to July 8, 2026, (“Class Period”).¹ The main terms of the Settlement are
10 as follows:

- 11 1. A Gross Settlement Amount of \$285,000.00, from which the Net Settlement
12 Amount will be distributed to approximately 68 Class Members on a pro rata basis
13 according to the total workweeks worked by each Class Member during the Class
14 Period;
- 15 2. Attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount (currently
16 \$95,000.00) and up to \$17,000.00 in reimbursement of litigation costs to Plaintiff’s
17 Counsel;
- 18 3. A Class Representative Service Award of up to \$5,000.00 to Plaintiff;
- 19 4. Costs of settlement administration of up to \$3,990.00; and
- 20 5. Allocation of \$20,000.00 to PAGA penalties, sixty-five percent (65%) of which
21 (\$13,000.00) will be paid to the Labor and Workforce Development Agency
22 (“LWDA”), and thirty-five percent (35%) of which (\$7,000.00) will be paid to a
23 Class Member who worked for Defendant at any time during the period from
24 September 24, 2024, to July 8, 2026, (“PAGA Period”) (“Aggrieved Employees”).

25
26
27 ¹ The Settlement Agreement provides that the Class Period and PAGA period end at “the earlier
28 of: (a) July 8, 2026, and (b) the date on which the Court issues an order granting preliminary
approval.” Settlement Agreement, at §§ 1.12, 1.29. However, since the Court will issue its order
granting preliminary approval at the later of these two dates, July 8, 2026 is the end of the Class
Period.

1 The Settlement meets all criteria for preliminary approval and falls within the range of
2 reasonableness given the risks and expenses of further litigation. The Settlement was reached
3 through informed, arm's length bargaining between experienced attorneys with the assistance of
4 an experienced neutral. As such, Plaintiff requests that the Court grant preliminary approval of the
5 Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiff as the
6 Class Representative, appoint Plaintiff's Counsel as Class Counsel, appoint Apex Class Action
7 LLC ("Apex") as the Administrator, authorize the Administrator to administer notice of the
8 Settlement to the Class, and set a final approval hearing date.

9 **II. PROCEDURAL HISTORY**

10 On September 29, 2025, Plaintiff filed this putative class action against Defendant alleging:
11 (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure
12 to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to pay wages
13 of discharged employees; (6) failure to provide and maintain accurate and compliant wage
14 statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices
15 ("Class Action"). Declaration of Thiago M. Coelho in Support of Plaintiff's Motion for Preliminary
16 Approval of Class Action and PAGA Settlement ("Coelho Decl.") at ¶ 3.

17 On September 24, 2025, Plaintiff provided written notice to the LWDA and Defendant of
18 the specific provisions of the Labor Code alleged to have been violated, including the facts and
19 theories in support. Coelho Decl. at ¶ 4, Exhibit 1. The LWDA did not notify Plaintiff that it
20 intended to investigate within 65 days of this written notice. *Id.* Therefore, on December 2, 2025,
21 Plaintiff filed a First Amended Complaint in this Class Action adding a cause of action for civil
22 penalties under PAGA. *Id.*

23 On May 8, 2026, the Parties participated in a private mediation with Gail Glick, Esq. *Id.* at
24 ¶ 6. The mediator made a proposal, which was accepted by the Parties. *Id.* The Parties negotiated
25 the terms of the Settlement over the next several months, which was finalized on July 7, 2026. *Id.*
26 at ¶ 7, Exhibit 2. On September 29, 2026, Plaintiff submitted a copy of the Settlement Agreement
27 to the LWDA. *Id.* at ¶ 8, Exhibit 3.

28 ///

III. SUMMARY OF THE SETTLEMENT TERMS

A. Terms of the Proposed Settlement

The Parties have agreed to settle the claims alleged in this case for a Gross Settlement Amount of \$285,000.00. Settlement Agreement at § 3.1. Subject to Court approval, the following payments will be deducted from the Gross Settlement Amount: (1) a Class Representative Service Award of up to \$5,000.00 to Plaintiff; (2) attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (currently \$95,000.00) and reimbursement of litigation costs of up to \$17,000.00 to Plaintiff's Counsel; (3) costs of settlement administration of up to \$3,990.00 to Apex; (4) Individual Class Payments to Class Members; and (5) PAGA Penalties in the amount of \$20,000.00, which will be allocated 65% to the LWDA (\$13,000.00) and 35% to Aggrieved Employees (\$7,000.00). *Id.* at § 3.2 *et seq.* After all requested deductions are made, the remaining Net Settlement Amount is currently estimated to be \$144,010.00.

Individual Class Payments will be calculated based on the number of Workweeks worked by each Class Member during the Class Period. *Id.* at § 3.2.4. For tax purposes, the Individual Class Payments will be allocated 20% to wages and 80% to interest and statutory penalties. *Id.* at § 3.2.4.1. Defendant will separately pay employer payroll taxes owed on the wage portions of the individual class payments separate from the Gross Settlement Amount. *Id.* at § 3.1.

Individual PAGA Payments to Aggrieved Employees will be calculated based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. *Id.* at § 3.2.5.1. For tax purposes, the individual PAGA payments will be allocated 100% to penalties. *Id.*

Any deductions not approved by the Court will be retained by the Settlement Administrator in the Net Settlement Amount. *Id.* at §§ 3.2.1, 3.2.2, 3.2.3, 3.2.5. Funds from any uncashed checks will be transmitted by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the Class Member. *Id.* at § 4.3.3. None of the Gross Settlement Amount will revert to Defendant. *Id.* at § 3.1.

B. Proposed Settlement Administration

The Parties' proposed Class Notice complies with the requirements of California Rules of

1 Court, Rule 3.766(d). *See* Exhibit A to Settlement Agreement. It provides information regarding
2 the nature of this lawsuit, a summary of the settlement terms, the formula used for calculating
3 individual class and PAGA payments and instructions to dispute the calculations, instructions on
4 how to opt-out of or object to the Settlement, the date, time, and location of the final approval
5 hearing, and the amounts sought for the class representative service award, attorneys' fees and
6 litigation costs, and settlement administration costs. *See generally, id.* The Class Notice also
7 notifies Class Members that they do not need to submit a claim in order to participate in the
8 Settlement and receive a payment. *See id.* The Administrator will send to all Class Members
9 identified in the Class Data, via first-class USPS mail. Settlement Agreement at § 7.4.2.

10 If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail the
11 Class Notice within three (3) business days to the forwarding address provided by the U.S. Postal
12 Service. Settlement Agreement at § 7.4.3. If no forwarding address is provided, the Settlement
13 Administrator will conduct a Class Member Address Search and re-mail the Class Notice to the
14 most current address obtained. *Id.* The deadline to opt-out of the Settlement or to submit an
15 objection or dispute will be extended by fourteen (14) days for all Class Members whose Class
16 Notice was remailed. *Id.* at §7.4.4.

17 **C. Proposed Release**

18 Effective on the date when Defendant fully funds the Gross Settlement Amount and all
19 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
20 Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released
21 Parties as follows:

22 Released Class Claims:

23 All Participating Class Members, on behalf of themselves and their respective
24 former and present representatives, agents, attorneys, administrators, successors
25 and assigns, release Released Parties from all claims that were alleged, or
26 reasonably could have been alleged, based on the facts and allegations in the
27 Operative Complaint that are alleged to have occurred during the Class Period.
28 Except as set forth in Section 5.3 of this Agreement, Participating Class Members
do not release any other claims, including claims for vested benefits, wrongful
termination, violation of the Fair Employment and Housing Act, unemployment
insurance, disability, social security, or workers' compensation or claims based
on events occurring outside the Class Period.

Settlement Agreement at § 5.2.

Released PAGA Claims:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period.

Settlement Agreement at § 5.3.

Only Plaintiff will agree to a general release and a waiver of Civil Code § 1542. Settlement Agreement at §§ 5.1, 5.1.1.

IV. THE PROPOSED SETTLEMENT AGREEMENT MEETS ALL CRITERIA FOR PRELIMINARY APPROVAL

A. Provisional Certification of the Class is Appropriate

Class certification is appropriate when there is: (1) an ascertainable and sufficiently numerous class; (2) a well-defined community of interest among class members; and (3) substantial benefits from certification that render proceeding as a class superior to the alternatives. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1021 (2012). Although courts still need to review and consider each element for certification, a lesser standard can be used to provisionally certify a settlement class. *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th 836, 859 (2003).

1. The Proposed Class is Numerous and Ascertainable

“Ascertainability” is determined by examining the class definition and the size of the class and may also involve examining the means available to identify class members. *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-981, 985-986 (2019). As the settlement eliminates the need for trial, “the case management issues inherent in the ascertainable class determination need not be confronted.” *Global Minerals*, 113 Cal.App.4th at 859. Further, under California law, there is no minimum number of class members for maintenance of a class action. *Hendershot v. Ready to Roll Transp., Inc.*, 228 Cal.App.4th 1213, 1222 (2014). Class sizes as small as 10 have been permitted.

1 *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981), disapproved on other grounds by *Noel*,
2 7 Cal.5th at 986.

3 The Class here consists of all persons who performed work for Defendant in California as
4 a current or former hourly-paid or non-exempt employee at any time during the Class Period. *See*
5 Settlement Agreement at § 1.6, 1.12. The Class is also readily ascertainable from Defendant’s
6 business records, because all Class Members are or were employees of Defendant. *Id.* Defendant’s
7 records show there are approximately 68 Class Members, making joinder of all Class Members
8 impracticable. Coelho Decl. at ¶ 9.

9 **2. A Well-Defined Community of Interest Exists**

10 The community of interest requirement embodies three factors: (1) predominant common
11 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
12 (3) class representatives who can adequately represent the class. *Brinker*, 53 Cal.4th at 1021.

13 **a. Common Questions Predominate**

14 In determining whether common issues “predominate,” courts consider both plaintiff’s
15 legal theories and defendant’s affirmative defenses. *Duran v. U.S. Bank Nat’l Ass’n*, 59 Cal.4th 1,
16 28-29 (2014). The “predominate common questions” factor does not require that all class members
17 have identical claims. *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal.4th 522, 530 (2014).
18 Rather, the focus is on whether issues shared by the class members are sufficiently uniform to
19 permit class-wide assessment, and whether individual variations in proof on those issues are
20 manageable. *Id.*

21 Plaintiff has alleged that Defendant maintained common employment policies and/or
22 practices that unlawfully deprived Class Members of wages, meal periods, rest periods,
23 reimbursements for business expenses, accurate wage statements, and timely payment of wages
24 upon separation of employment. Coelho Decl. at ¶ 10. These allegations present common factual
25 and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping,
26 pay, meal period, rest period, and reimbursement policies to all Class Members, whether these
27 policies and practices resulted in Labor Code violations, whether Defendant’s conduct was
28 intentional, and whether Class Members are entitled to damages and/or penalties. *Id.* These

1 common questions could be resolved using Class Members’ time records, payroll records,
2 testimony from Defendant’s designated representative(s), and Class Members’ testimony. *Id.*
3 Therefore, the Court can and should exercise its discretion to grant conditional class certification
4 for settlement purposes.

5 *b. Plaintiff is Typical of the Class*

6 Typicality does not require that the representative plaintiff’s claims and those of the class
7 members be identical or perfectly aligned. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224,
8 228 (2001), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th
9 260 (2018). Typicality does not require that a plaintiff’s claims be identical to those of other class
10 members, only that their claims and the defenses applicable to them are sufficiently similar to those
11 of other class members that a named plaintiff is able to adequately represent the class and focus on
12 common issues. *Medrazo v. Honda of North Hollywood*, 166 Cal.App.4th 89, 99 (2008).

13 Plaintiff has alleged that she and Class Members were employed by the same Defendant
14 and injured by Defendant’s common wage and hour policies and practices, including Defendant’s
15 scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies. *See* Coelho
16 Decl. at ¶ 10. Through informal discovery, Plaintiff confirmed that these challenged policies and
17 practices applied to Plaintiff and Class Members alike. *See id.* at ¶ 8. Therefore, Plaintiff’s claims
18 and Class Members’ claims arise from the same challenged employment policies and practices and
19 are based on the same legal theories.

20 *c. Plaintiff and Plaintiff’s Counsel Will Adequately Represent the Class*

21 Certification requires adequacy of both the proposed class representative and of the
22 proposed class counsel. Cal. Code Civ. Proc. § 382. “Only a conflict that goes to the very subject
23 matter of the litigation will defeat a party’s claim of representative status.” *Richmond v. Dart*
24 *Industries*, 29 Cal.3d 462, 470 (1981). Only conflicts that are “irreconcilable” can defeat adequacy.
25 *Nat’l Solar Equip. Owners’ Ass’n v. Grumman Corp.*, 235 Cal.App.3d 1273, 1286 (1991). The
26 proposed representative Plaintiff and proposed Class Counsel present no such conflict.

27 Plaintiff’s interests are coextensive with Class Members’ interests. Declaration of Jennifer
28 Lara in Support of Plaintiff’s MPA (“Lara Decl.”) at ¶ 6. Plaintiff has demonstrated an ability to

1 advocate for the interests of Class Members by initiating this lawsuit, providing information to her
2 attorneys, meeting with her attorneys regarding the claims, making herself available the day of
3 mediation to answer questions, and reviewing the proposed Settlement. *Id.* at ¶ 11.

4 Likewise, Wilshire Law Firm has expended considerable time and effort on this case and
5 will continue to do so through final approval. *See generally*, Coelho Decl. Therefore, Plaintiff
6 should be appointed Class Representative, and her counsel should be appointed Class Counsel.

7 **3. A Class Action is Superior to a Multitude of Individual Lawsuits**

8 Courts have held that class treatment of wage and hour claims is clearly “superior to the
9 other available methods for the fair and efficient adjudication of the controversy.” *Dean Witter*
10 *Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 772-773 (1989). This is so because “[p]ublic
11 policy has long favored the ‘full and prompt payment of wages due an employee.’” *Sav-On Drug*
12 *Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, a class action is superior to a
13 multitude of individual lawsuits. Given the size and amount of each Class Member’s claim, Class
14 Members have little incentive to litigate their claims on an individual basis because the out-of-
15 pocket expenses and personal commitment necessary to litigate each claim likely outweigh any
16 potential recovery. Coelho Decl. at ¶ 9. Therefore, a class action is the superior method for seeking
17 relief.

18 **B. The Settlement Meets the Standards for Preliminary Approval**

19 The moving party must demonstrate that “the settlement is fair, adequate and reasonable.”
20 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 126 (2008). “In determining whether a
21 class settlement is fair, adequate, and reasonable, the trial court should consider relevant factors,
22 such as the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
23 litigation, the risk of maintaining class action status through trial, the amount offered in settlement,
24 the extent of discovery completed and the stage of the proceedings, the experience and views of
25 counsel, the presence of a governmental participant, and the reaction of the class members to the
26 proposed settlement.” *Wershba*, 91 Cal.App.4th at 244-245 (internal quotations and citations
27 omitted).

28 **1. The Settlement is Entitled to a Presumption of Fairness**

1 A settlement is entitled to “a presumption of fairness . . . where: (1) the settlement is reached
2 through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel
3 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
4 percentage of objectors is small.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).
5 The Settlement here satisfies the first three factors. Plaintiff will analyze the fourth factor at final
6 approval after Class Members have been notified of the Settlement and provided with an
7 opportunity to object.

8 *a. The Settlement is the Result of Arm’s Length Negotiation*

9 Courts have recognized that the involvement of a respected mediator provides a high degree
10 of assurance that the settlement is the result of arm’s length bargaining. *See Chavez v. Netflix, Inc.*,
11 162 Cal.App.4th 43, 52-53 (2008). The Settlement in this matter was the product of a full-day
12 mediation session with a respected mediator. Coelho Decl. at ¶ 5. The negotiations were
13 adversarial, conducted at arm’s length, and tempered by the efforts of both sides to serve the
14 interests of their clients. *Id.*

15 *b. Sufficient Investigation and Discovery Have Been Conducted*

16 Prior to attending mediation, Plaintiff’s Counsel thoroughly investigated the claims,
17 applicable law, and potential defenses. Coelho Decl. at ¶ 8. Plaintiff’s Counsel assessed the value
18 to the class claims using the data and documents that Defendant produced in informal discovery,
19 including class data providing the number of Class Members, the number of workweeks in the
20 Class Period, and the number of pay periods in the PAGA Period, Plaintiff’s personnel
21 file/documents concerning Plaintiff, Defendant’s employee handbook(s), Defendant’s written
22 wage-and-hour policies, job descriptions, and a random sampling of time and payroll records. *Id.*

23 *c. Plaintiff’s Counsel is Experienced in Similar Litigation*

24 Plaintiff is represented by Wilshire Law Firm, PLC. Coelho Decl. at ¶ 21. Plaintiff’s
25 Counsel has extensive experience litigating wage and hour class actions on behalf of employees.
26 *See id.* at ¶¶ 22-28. Plaintiff’s Counsel has been involved as counsel in numerous class actions that
27 have resulted in millions of dollars in recovery. *See id.*

1 2. ***The Settlement is Reasonable Given the Strengths of Plaintiff's Claims***
2 ***and the Risks and Expense of Further Litigation***

3 A settlement does not have to provide 100% of the damages sought to be considered fair
4 and reasonable. *See Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1991). Although
5 the exposure Plaintiff's Counsel calculated is substantial, the various risks at succeeding at class
6 certification and through trial affected the valuation of the claims for settlement purposes. Coelho
7 Decl. at ¶ 12.

8 Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage claims
9 were based on the allegation that Defendant required Class Members to perform work duties
10 while off the clock, without compensation. Coelho Decl. at ¶ 12. For example, Plaintiff alleged
11 that Defendant required her and other Class Members to clock off before completing work tasks
12 or being asked to work through their meal or rest periods. *Id.* For purposes of calculating
13 Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel
14 assumed that all unpaid worktime should have been paid at the overtime rate of pay and
15 conservatively estimated that Defendant is liable for one (1) hour of unpaid worktime per
16 workweek. *Id.* This results in potential exposure for this claim of approximately \$279,378.00
17 (6,600 workweeks x \$28.22 average hourly rate of pay x 1 hour/workweek x 1.5 overtime rate).
18 Because this claim would have relied heavily on Class Member testimony and would not be
19 evidenced in Defendant's time and payroll records, the risk of succeeding at class certification and
20 trial was substantial. Accordingly, Plaintiff's Counsel applied a risk discount based on a 40%
21 chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits,
22 yielding a realistic damage estimate of approximately \$44,700.48 (\$279,378.00 x 40% x 40%).
23 *Id.*

24 Meal Periods: Plaintiff's meal period claim was based on the allegation that Defendant
25 failed to provide Class Members with legally compliant meal periods or pay meal period premiums
26 in lieu thereof. Coelho Decl. at ¶ 13. For example, Plaintiff alleged that Defendant required her
27 and other Class Members to punch out for lunches but complete work tasks before taking the meal
28 period. *Id.* Additionally, Plaintiff's Counsel's expert consultant determined there was a 35% meal

1 period violation rate (for shifts over 5 hours) from the sampling of Defendant's time and payroll
2 records, where meal periods were short, late, or missed (there was a 28.5% violation rate for shifts
3 over 6 hours that are not waivable). *Id.* Therefore, potential liability for the meal period claim is
4 approximately \$276,496.74 (27,994 shifts over 5 hours x \$28.22 average hourly rate x 35%
5 violation rate). *Id.* After taking into account the difficulty of certifying and proving meal period
6 claims, as well as Defendant's contention that the claim lacks merit and that a 35% violation rate
7 is unrealistic, Plaintiff's Counsel discounted this figure based on a 40% chance of succeeding at
8 class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of
9 approximately \$44,239.48 (\$276,496.74 x 40% x 40%). *Id.*

10 Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendant failed
11 to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu
12 thereof. Coelho Decl. at ¶ 14. For example, Plaintiff alleged that Defendant required her and other
13 Class Members to work through their rest periods or Defendant interrupted rest periods with work
14 related questions. *Id.* Based on Plaintiff's allegations and Plaintiff's and other Class Members'
15 experience working for Defendant, Plaintiff's Counsel applied a 100% violation rate to all
16 qualifying shifts during the Class Period. Therefore, Defendant's potential liability for the rest
17 period claim is approximately \$809,829.34 (28,697 shifts of 3.5 hours or longer x \$28.22 average
18 hourly rate x 100% violation rate). However, Plaintiff's Counsel discounted this figure to account
19 for the difficulty of certifying and proving rest period claims, particularly because rest periods do
20 not have to be recorded, and to account for the possibility of Class Members voluntarily choosing
21 to forego a rest period. *Id.* Because this claim would have relied exclusively on Class Member
22 testimony, Plaintiff's Counsel discounted this claim based on a 40% chance of succeeding at class
23 certification and 40% chance of succeeding at trial, yielding a realistic damage estimate of
24 approximately \$129,572.70 (\$809,829.34 x 40% x 40%). *Id.*

25 Reimbursements: Plaintiff's reimbursement claim was based on the allegation that
26 Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing
27 their job duties for Defendant, such as mandatory use of personal cell phones for work purposes.
28 Coelho Decl. at ¶ 15. For purposes of calculating Defendant's liability based on a best-case

1 scenario for Plaintiff and the Class, Plaintiff's Counsel estimated that Defendant was liable to each
2 Class Member for \$14.50 per workweek in unreimbursed expenses, for a total amount of
3 approximately \$95,700.00 ($\$14.50 \times 6,600$ workweeks). *Id.* However, Defendant argued that these
4 expenses were not required by Defendant, and that it could not have known that these expenses
5 were being incurred. *Id.* Accordingly, Plaintiff's Counsel discounted this claim based on a 40%
6 chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a
7 realistic damage estimate of approximately \$15,312.00 ($\$95,700.00 \times 40\% \times 40\%$). *Id.*

8 In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-the-
9 clock claim, meal period violations, and rest period violations (i.e., the wage claims) is
10 approximately \$1,365,704.08. Coelho Decl. at ¶ 16. However, after factoring in the risk and
11 uncertainty of prevailing at certification and trial, Plaintiff's Counsel estimates that Plaintiff's
12 realistic estimated recovery for these non-penalty wage claims is approximately \$218,512.66. *Id.*

13 Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay all wages
14 owed, Defendant owed waiting time penalties and wage statement penalties. Coelho Decl. at ¶ 17.
15 With respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated
16 that Defendant's maximum potential liability is \$318,926.62. *Id.* Defendant's maximum potential
17 liability for waiting time penalties is approximately \$203,776.62 ($[29 \text{ employees} \times \28.22 average
18 $\text{hourly rate of pay} \times 8.00 \text{ hours/day} \times 30 \text{ days}] + [29 \text{ employees} \times \$28.22 \text{ average hourly rate of}$
19 $\text{pay} \times 0.2 \text{ hours of overtime/day} \times 1.5 \text{ overtime rate} \times 30 \text{ days}]$) based on approximately 29 formerly
20 employed Class Members during the 3-year statute of limitations period and an average shift length
21 of 8.2 hours. *Id.* Defendant's maximum potential liability for inaccurate wage statements is
22 approximately \$115,150.00 ($[45 \text{ employees} \times 1 \text{ initial violation/employee} \times \$50 \text{ for an initial}$
23 $\text{violation}] + [(1,174 \text{ pay periods} - 45 \text{ initial violations}) \times \$100 \text{ for each subsequent violation}]$) based
24 on approximately 45 Class Members who worked during the 1-year statute of limitations period
25 and approximately 1,174 pay periods in that statutory timeframe. *Id.* In light of the foregoing,
26 Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full
27 \$318,926.62 in statutory penalties given Defendant's defenses, the contested nature of Plaintiff's
28 claims, the challenges of establishing willfulness as applicable, and the discretionary nature of

1 penalties. *Id.* Considering that the underlying wage claims are realistically estimated to be
2 approximately \$218,512.66, such a disproportionate award would also raise due process concerns.
3 *Id.* As such, Plaintiff's counsel discounted these figures to account for the risk and uncertainty of
4 obtaining class certification and prevailing at trial, resulting in a realistic evaluation of
5 approximately \$32,604.26 for waiting time penalty claims ($\$203,776.62 \times 40\% \times 40\%$), and
6 approximately \$18,424.00 for wage statement penalty claims ($\$115,150.00 \times 40\% \times 40\%$), or
7 approximately \$51,028.26 total for statutory penalties. *Id.*

8 PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's potential
9 exposure could potentially reach \$117,400.00, assuming the initial \$100 penalty would apply for
10 each of the 1,174 pay periods in the PAGA Period. Coelho Decl. at ¶ 18. However, even assuming
11 success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a
12 variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary
13 and oppressive, or confiscatory. *Id.* As such, Plaintiff's counsel discounted this figure to account
14 for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately
15 \$23,480 for PAGA penalties ($\$117,400 \times 20\%$). *Id.* The settlement allocates \$20,000 of the Gross
16 Settlement Amount to PAGA, therefore the PAGA allocation amounts to 7% of the Gross
17 Settlement Amount and approximately 85% of the realistic maximum damages for PAGA penalties
18 ($\$20,000 / 23,480$). *Id.*

19 Using these estimated figures, Plaintiff's Counsel predicted that the realistic maximum
20 recovery for all claims, including penalties, would be approximately \$308,332.92. Coelho Decl. at
21 ¶ 20. This means that the gross settlement amount represents approximately 92% of the realistic
22 maximum recovery ($\$285,000.00 / \$308,332.92$). *Id.* Considering the risk and uncertainty of
23 prevailing at class certification and at trial, this is an excellent result for the Class. *Id.* Indeed,
24 because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will
25 avoid the risk of an unfavorable judgment. *Id.*

26 Based on the figures in the Settlement Agreement, the Net Settlement Amount available for
27 class settlement payments is currently estimated to be \$144,010.00 for approximately 68 Class
28 Members. Coelho Decl. at ¶ 21. As a result, each Settlement Class Member would be eligible to

1 receive an average net benefit of approximately \$2,117.79. *Id.* Based on the estimated Net
2 Settlement Amount available for individual class payments and there being approximately 6,600
3 workweeks in the Class Period, the estimated weekly valuation for Individual Class Payments is
4 \$21.82 (\$144,010.00/ 6,600 workweeks). *Id.*

5 **C. The Requested Service Award is Reasonable**

6 Plaintiff seeks a Class Representative Service Award of up to \$5,000.00 for accepting the
7 responsibilities of representing the interests of the Class and potential costs that were not borne by
8 any other Class Member. Settlement Agreement at § 3.2.1. A named plaintiff is eligible for
9 payment that reasonably compensates the plaintiff for undertaking and fulfilling a fiduciary duty
10 to represent absent class members. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380,
11 1393 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004).

12 Throughout this case, Plaintiff assisted counsel in providing information necessary to
13 prosecute the claims, meeting with counsel regarding the claims, maintaining regular contact with
14 counsel, making herself available the day of mediation to answer questions, and reviewing the
15 Settlement to ensure it was fair to the Class. Lara Decl. at ¶ 11. No action would likely have been
16 taken by Class Members individually and no compensation would have been recovered for them,
17 but for Plaintiff's services on behalf of the Class. By actively pursuing this action, Plaintiff
18 furthered the California public policy goal of enforcing the State's wage-and-hour laws. *See Sav-*
19 *On*, 34 Cal.4th at 340. The requested Class Representative Service Award is reasonable and should
20 be preliminarily approved. Plaintiff has provided a declaration regarding her work performed to
21 date and will provide additional information as requested or required by the Court at final approval.

22 **D. The Requested Attorneys' Fees and Costs Are Reasonable**

23 The purpose of an attorneys' fee award in class action litigation is to reward counsel who
24 invested in a case despite the risk of non-payment and achieved a substantial positive result for the
25 class. California courts routinely award attorneys' fees equaling one-third or more of the potential
26 value of the common fund. *See Chavez*, 162 Cal.App.4th at 66, fn. 11 ("Empirical studies show
27 that, regardless of whether the percentage method or the lodestar method is used, fee awards in
28 class actions average around one-third of the recovery.").

1 Plaintiff seeks appointment of Wilshire Law Firm, PLC as Class Counsel. The attorneys
2 performed significant work and expended litigation costs in prosecuting this matter with no
3 guarantee of payment. Coelho Decl. at ¶ 21. Plaintiff's Counsel seeks preliminary approval for up
4 to one-third (1/3) of the Gross Settlement Amount in attorneys' fees, currently estimated to be
5 \$95,000.00, and up to \$17,000.00 in reimbursement of litigation costs. Given the work performed
6 in this matter, the extensive information exchange, and the substantial recovery obtained on behalf
7 of the Class, Plaintiff's Counsel achieved a settlement through efficient and diligent work. *See*
8 *generally*, Coelho Decl. At final approval, Plaintiff's Counsel will fully brief the merits of its
9 request for the award of attorneys' fees and litigation costs.

10 **E. The Administration Costs Are Reasonable**

11 The Parties have agreed upon using Apex Class Action LLC ("Apex") to administer this
12 Settlement. Settlement Agreement at §§ 1.3, 7.1. Plaintiff seeks preliminary approval of \$3,990.00
13 for Apex to administer this Settlement pursuant to Apex's will-not-exceed bid. *See* Coelho Decl.
14 at ¶ 31, Exhibit 4. The services covered by this payment are extensive and necessary to carry out
15 the Settlement administration.

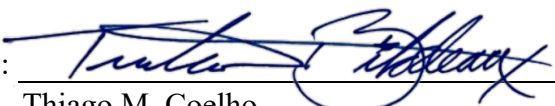
16 **V. CONCLUSION**

17 The Parties have negotiated a fair and reasonable settlement of the class claims in light of
18 the risks presented in this case. Plaintiff has presented the materials and information necessary to
19 demonstrate that the requirements for preliminary approval have been met, and therefore
20 respectfully requests that the Court preliminarily approve the Settlement and schedule a date for
21 the final approval hearing.

22 Respectfully submitted,

23 Dated: September 29, 2026

WILSHIRE LAW FIRM, PLC

24
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