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

BRIANNA MCCULIN and CORINA
SALGADO, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

v.

SOUTH COAST CHILDREN'S SOCIETY,
INC., a California Nonprofit Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV09319

Assigned for All Purposes to:
Honorable Elaine Lu
Department 9

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**

[Declarations of Proposed Class Counsel (Douglas Han and Paul Haines); Declarations of Proposed Class Representatives (Corina Salgado and Briana McCulin); Declaration of Sohin Gautam; Declaration of Lisa Mullins; and [Proposed] Order filed concurrently herewith]

Hearing Date: January 28, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department 9

Complaint Filed: March 28, 2025
FAC Filed: September 24, 2025
Trial Date: None Set

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1 **PLEASE TAKE NOTICE** that on January 28, 2026 at 8:30 a.m., or as soon as the matter
2 may be heard, before the Honorable Elaine Lu in Department 9 of the Los Angeles County Superior
3 Court located at 312 North Spring Street Los Angeles, California 90012, Plaintiffs Corina Salgado
4 and Briana McCulin (“Plaintiffs,” “Plaintiff Salgado,” and “Plaintiff McCulin”) 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 • Appointing Justice Law Corporation and Haines Law Group, APC as Class Counsel;
- 17 • Approving the proposed deadlines for the settlement administration process;
- 18 • Conditionally certifying the Class for settlement purposes only;
- 19 • Approving ILYM 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;
2 Declarations of Proposed Class Counsel (Douglas Han and Paul Haines); Declarations of Proposed
3 Class Representatives (Corina Salgado and Briana McCulin); Declaration of Sohin Gautam;
4 Declaration of Lisa Mullins; [Proposed] Order filed concurrently with this motion; pleadings and
5 other records on file with the Court in this matter; and such documentary evidence and oral
6 argument as may be presented at the hearing on this motion.

7
8 Dated: November 17, 2025

JUSTICE LAW CORPORATION

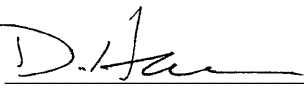
9 By: 
10 Douglas Han
11 *Attorneys for Plaintiff Corina Salgado*
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1 **I. INTRODUCTION**

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 South Coast Children’s Society, Inc. (“Defendant”) within the State of
5 California at any time during the period from November 20, 2020, through October 27, 2025 or the
6 date of preliminary approval, whichever date is earlier (“Class,” “Class Members,” and “Class
7 Period”). At the time of this filing, the number of Class Members is estimated to be five hundred
8 twenty-eight (528), which was confirmed by Defendant. (Declaration of Douglas Han In Support
9 of Motion for Preliminary Approval of Class Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

10 **II. BACKGROUND**

11 On March 28, 2025, Plaintiff McCulin (representing Haines Law Group, APC) filed a wage-
12 and-hour class action lawsuit in the Superior Court of California, County of Los Angeles, alleging
13 eight (8) causes of action. (Han Decl., *supra*, at ¶ 10; Declaration of Paul Haines In Support of
14 Motion for Preliminary Approval of Class Action Settlement (“Haines Decl.”), ¶ 18.)

15 After engaging in discovery, investigations, and negotiation, on August 28, 2025, the Parties
16 attended mediation with the mediator Jeffrey P. Fuchsman, resulting in the settlement of this matter
17 via a mediator’s proposal. (Han Decl., *supra*, at ¶ 11.)

18 In line with the settlement, on September 4, 2025, Plaintiff McCulin provided written notice
19 to the LWDA and Defendant. (Han Decl., *supra*, at ¶ 12, Exhibit 4.)

20 On September 24, 2025, Plaintiff McCulin filed a First Amended Complaint that adjusted
21 the “class” definition, added Plaintiff Salgado (represented by Justice Law Corporation) as a named
22 plaintiff, and added causes of action for violation of Labor Code section 246, Labor Code section
23 1174, and Labor Code section 2698 (PAGA). (Han Decl., *supra*, at ¶ 13, Exhibit 5.)

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III. INVESTIGATION/ LITIGATION HISTORY

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

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

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

Based on the information provided by Defendant and interviews with putative class members, Plaintiffs contend – and Defendant denies – Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failed to include non-discretionary bonuses in employees' regular rate of pay; (4) failed to reimburse employees for necessary business expenses; (5) issued noncompliant wage statements; and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 18-25.)

b. The Parties Were Able to Reach an Agreement

i. The Parties Attended Mediation Which Led to the Settlement

The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 26.) Under the auspices of the mediator, the Parties reached a settlement via a mediator's proposal, the terms of which were memorialized in the Settlement Agreement. (*Id.* at ¶ 26, Exhibits 2, 6.)

ii. The Settlement Was Reached as a Result of Arm's-Length Negotiations

The Settlement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 29; Haines Decl., *supra*, at ¶ 19.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (Han Decl., *supra*, at ¶ 29; Haines Decl., *supra*, at ¶ 19.) At the mediation, the Parties' counsel conducted arm's-length settlement negotiations until an agreement was ultimately reached. (Han Decl., *supra*, at ¶ 29; Haines Decl., *supra*, at ¶ 19.)

1 Plaintiffs and Class Counsel recognize the expense and length of additional proceedings
2 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
3 30; Haines Decl., *supra*, at ¶ 19.) Plaintiffs and Class Counsel also considered the uncertainty and
4 risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation.
5 (Han Decl., *supra*, at ¶ 30; Haines Decl., *supra*, at ¶ 19.) Based on the foregoing, Plaintiffs and
6 Class Counsel believe that the Settlement is a fair, adequate, and reasonable settlement and is in the
7 best interests of the Class Members. (Han Decl., *supra*, at ¶ 30; Haines Decl., *supra*, at ¶ 19.)

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

9 The Parties investigated and evaluated the strengths and weaknesses of the claims and
10 defenses before reaching the Settlement Agreement and engaged in research and discovery to
11 support the Settlement Agreement. (Han Decl., *supra*, at ¶ 31.) The Settlement Agreement was only
12 possible following significant investigation and evaluation of the relevant policies and practices,
13 permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages.
14 (*Ibid.*) This case has reached the stage where the Parties understand “the strength of the case; the
15 reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best
16 possible recovery” sufficient to support the reasonableness, adequacy, and fairness of the
17 Settlement Agreement. (Han Decl., *supra*, at ¶ 31; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485
18 F.Supp. 610, 617.)

19 **c. Terms of the Settlement**

20 **i. Deductions from the Settlement**

21 The Parties agreed that (subject to the Court’s approval) this matter be settled and
22 compromised for the non-reversionary sum of \$1,200,000 (“Gross Settlement Amount”) which
23 includes: (1) Class Counsel Fees Payment up to \$400,000 (1/3 of the Gross Settlement Amount);
24 (b2) Class Counsel Litigation Expenses Payment up to \$30,000; (3) Class Representative Service
25 Payments totaling \$20,000; (4) Administration Expenses Payment up to \$15,000; and (5) PAGA
26 Penalties up to \$100,000. (Han Decl., *supra*, at ¶ 27.)

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1 **ii. Calculating Settlement Payments**

2 After all Court-approved deductions from the Gross Settlement Amount, it is estimated that
3 \$635,000 (“Net Settlement Amount”) will be paid to the Participating Class Members – with a gross
4 *average* Individual Class Payment estimated at \$1,202.65. (Han Decl., *supra*, at ¶ 28.)

5 The Participating Class Members will receive a proportionate share of the Net Settlement
6 Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit
7 2, *supra*, at § C(2)(e).) The Individual Class Payments will be allocated twenty percent (20%) to
8 the settlement of wage claims and eighty percent (80%) to the settlement of claims for interests and
9 penalties. (*Ibid.*)

10 The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be
11 determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26;
12 Exhibit 2, *supra*, at § C(2)(d).) The Aggrieved Employees’ portion of the PAGA Penalties will be
13 allocated as one hundred percent (100%) penalties. (*Ibid.*)

14 **iii. Notice to the Class**

15 No later than twenty-one (21) calendar days after the Court grants Preliminary Approval of
16 the Settlement, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶
17 26; Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the
18 Class Data, the Administrator will send the Class Notice with a translation to all Class Members
19 identified in the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

20 **iv. Distribution of Funds**

21 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
22 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at §§ D(2), D(3).)
23 The uncashed settlement checks will be canceled and transmitted to the California Controller’s
24 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

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1 **v. Release of Claims**

2 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
3 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the
4 Participating Class Members, on behalf of themselves and their former and present representatives,
5 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
6 the Released Class Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(2).)

7 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
8 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the
9 Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to
10 release, on behalf of themselves and their respective former and present representatives, agents,
11 attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released
12 PAGA Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(3).)

13 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
14 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs
15 and their former and present spouses, representatives, agents, attorneys, heirs, administrators,
16 successors, and assigns generally release and discharge the Released Parties from the Plaintiffs'
17 Release. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(1).) Plaintiffs expressly waive and
18 relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

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

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

2 The Parties’ counsel are experienced in wage-and-hour employment law and class actions.
3 (Han Decl., *supra*, at ¶¶ 2-7, Exhibit 1; Haines Decl., *supra*, at ¶¶ 2-17.) Class Counsel have
4 prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced
5 and qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and
6 viability of the defenses. (Han Decl., *supra*, at ¶¶ 2-7, Exhibit 1; Haines Decl., *supra*, at ¶¶ 2-17.)
7 This experience instructed Class Counsel on the risks and uncertainties of further litigation and
8 guided their determination to endorse the Settlement Agreement.¹ (Han Decl., *supra*, at ¶¶ 2-7,
9 Exhibit 1; Haines Decl., *supra*, at ¶¶ 2-17.)

10 **IV. ARGUMENT**

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

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

- 16 (a) A settlement or compromise of an entire class action, or a cause of action in
17 a class action, or as to a party, requires the approval of the court after
18 hearing.
19 . . .
20 (b) Any party to a settlement agreement may serve and file a written notice of
21 motion for preliminary approval of the settlement. The settlement
22 agreement and proposed notice to class members must be filed with the
23 motion, and the proposed order must be lodged with the motion.

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

28 ² The California Supreme Court has authorized California’s trial courts to use Federal Rule
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 Courts have discretion to approve settlements that are fair, not collusive, and consider “all
2 the normal perils of litigation as well as the additional uncertainties inherent in complex class
3 actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
4 *nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

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

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

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

22 **i. The Settlement Amount of \$1,200,000 Is Fair and Reasonable**

23 The Settlement Agreement was only possible following significant investigation and
24 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in
25 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and
26 potential damages. (Han Decl., *supra*, at ¶ 31; Haines Decl., *supra*, at ¶ 19.)

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1 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
2 pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium wages;
3 (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to
4 reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions
5 Code section 17200. (Han Decl., *supra*, at ¶ 32.) Defendant vehemently denies the theories of
6 liability. (*Id.* at ¶ 33.)

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

13 **ii. The PAGA Penalties of \$100,000 Is Reasonable**

14 The provisions of the Labor Code potentially triggering PAGA penalties include Labor
15 Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 551, 552,
16 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 43.) Defendant
17 asserted that, regardless of the results of the underlying causes of action, PAGA penalties are not
18 mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained that it had a strong
19 argument that it would be unjust to award maximum PAGA penalties given the law's current
20 unsettled state regarding PAGA penalties. (Han Decl., *supra*, at ¶ 43; *Thurman v. Bayshore Transit*
21 *Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)
22 Furthermore, Defendant argued that when limited to the initial violation, the PAGA penalties would
23 be limited to about **\$24,400** (244 employees x \$100 penalty for initial violation) on the low end and
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25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification of
26 class claiming misclassification and ordering summary adjudication in favor of employees], review
27 granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for illustrative
28 purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming
decertification of class claiming misclassification]; *Aguilar 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 **\$170,800** (244 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high
2 end. (Han Decl., *supra*, at ¶¶ 44-46.)

3 Plaintiffs recognized that the risk that any PAGA award could be reduced. (Han Decl.,
4 *supra*, at ¶ 47.) Many of the causes of action brought were also duplicative of the statutory claims.
5 (*Ibid.*) Allocating \$100,000 to PAGA civil penalties was reasonable given that Defendant is also
6 paying an additional \$1,100,000 in the class settlement. (*Ibid.*) When PAGA penalties are
7 negotiated in good faith and “there is no indication that [the] amount was the result of self-interest
8 at the expense of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

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

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

12 Excluding the civil penalties, which could be completely discretionary, the total estimated
13 potential exposure, assuming certification and prevailing at trial, would be about **\$6,193,278.06** on
14 the low end and around **\$6,815,574.11** on the high end. (Han Decl., *supra*, at ¶ 48.)

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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	\$1,548,144.55	70%	60%	\$185,777.35
Meal Break Premiums	\$1,171,716.21	60%	50%	\$234,343.24
Overtime/Minimum Wage: Off-the-Clock Work	\$1,244,048.61 to \$1,866,344.66	50%	50%	\$311,012.15 to \$466,586.17
Regular Rate	\$38,113.49	30%	50%	\$13,339.72
Unreimbursed Business Expenses	\$401,344	30%	70%	\$84,282.24
Wage Statement Penalty	\$597,800	50%	50%	\$149,450
Waiting Time Penalty	\$1,192,111.20	50%	50%	\$298,027.80
MAXIMUM TOTAL EXPOSURE	\$6,193,278.06 to \$6,815,574.11⁵			\$1,276,232.50 to \$1,431,806.52⁶

The realistic recovery for this case is about **\$1,276,232.50** on the low end and **\$1,431,806.52** on the high end. (Han Decl., *supra*, at ¶ 56.) The Gross Settlement Amount is about seventeen percent (17.61%) of the maximum potential exposure and around eighty-three percent (83.81%) 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 Plaintiffs had prevailed at trial and provides a significant recovery for the Class Members.

⁵ (Han Decl., *supra*, at ¶¶ 35-42.)

⁶ (*Id.* at ¶¶ 49-55.)

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] an
6 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 ¶ 57.) Plaintiffs contend that their
10 claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect
11 the interests of the Class. (*Ibid.*) Plaintiffs assert that the prosecution of separate actions by
12 individual 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 by
17 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 five hundred twenty-eight (528) Class Members, meaning
22 that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 58; *Ghazaryan v. Diva Limousine*,
23 *Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current
24 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).) The courts focus on the defendant’s internal policies and “pattern and practice . . . in
9 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 of
13 recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v. Department*
14 *of Developmental Services, supra*, 155 Cal.App.4th at p. 690.) In other words, the courts determine
15 whether the elements necessary to establish liability are susceptible to common proof, even if the
16 class members must individually prove their damages. (*Brinker Restaurant Corp. v. Superior Court*
17 (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class certification when
18 the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC Dallas LLC* (N.D.Tex.
19 Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS 185042 [certified
20 collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.* (S.D.Fla. Jan. 11, 2016,
21 No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court certified class of dancers on
22 state law claims].)

23 Plaintiffs assert that common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 59.) Plaintiffs contend that all Class Members were subject to the
25 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

26 **2. Plaintiffs’ 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 Plaintiffs are former employees of Defendant and allege that they and the 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 ¶ 60; Declaration of Corina Salgado (“Salgado
4 Decl.”), ¶¶ 2-8, 12-15; Declaration of Briana McCulin (“McCulin Decl.”), ¶¶ 2-4.) Plaintiffs seek
5 relief for these claims and derivative claims on behalf of the Class. (Han Decl., *supra*, at ¶ 60;
6 Salgado Decl., *supra*, at ¶¶ 2-8, 12-15; McCulin Decl., *supra*, at ¶¶ 2-4.) Therefore, the claims arise
7 from the same employment practices and are based on the same legal theories applicable to the
8 Class. (Han Decl., *supra*, at ¶ 60; Salgado Decl., *supra*, at ¶¶ 2-8, 12-15; McCulin Decl., *supra*, at
9 ¶¶ 2-4.)

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

11 Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 61;
12 Salgado Decl., *supra*, at ¶¶ 9-11, 16-21; McCulin Decl., *supra*, at ¶¶ 5-8.) Plaintiffs conducted
13 themselves diligently and responsibly in representing the Class, understand the fiduciary
14 obligations, and actively participated in the prosecution of this case. (Han Decl., *supra*, at ¶ 61;
15 Salgado Decl., *supra*, at ¶¶ 9-11, 16-21; McCulin Decl., *supra*, at ¶¶ 5-8.) Plaintiffs spent time in
16 meetings and conferences with Class Counsel to provide them with a complete understanding of
17 the work experience and environment. (Han Decl., *supra*, at ¶ 61; Salgado Decl., *supra*, at ¶¶ 9-11,
18 16-21; McCulin Decl., *supra*, at ¶¶ 5-8.) Plaintiffs have no interest adverse to the interests of the
19 other Class Members. (Han Decl., *supra*, at ¶ 61; Salgado Decl., *supra*, at ¶¶ 9-11, 16-21; McCulin
20 Decl., *supra*, at ¶¶ 5-8.)

21 **4. Class Action Is Superior for the Fair and Efficient Adjudication** 22 **of this Controversy**

23 A class action is superior to other available means for the fair and efficient adjudication of
24 this controversy. Plaintiffs contend that the joinder of all Class Members is impractical and that
25 class treatment will permit many similarly situated persons to prosecute their common claims for
26 settlement purposes simultaneously in a single forum without the duplication of effort and expense
27 that numerous individual actions would necessitate. Because several Class Members are also
28 current employees, Plaintiffs believe that the fear of retaliation further supports the superiority of

1 class-wide relief as this fear often discourages current employees from seeking legal redress.

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

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

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

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

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

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

19 **V. CONCLUSION**

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

24 Dated: November 17, 2025

JUSTICE LAW CORPORATION

25 By: 

26 Douglas Han

27 Attorneys for Plaintiff Corina Salgado

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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 November 17, 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: **McCullin v. South Coast Children's Society, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 1123063-25**
Court Case No.: 25STCV09319
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

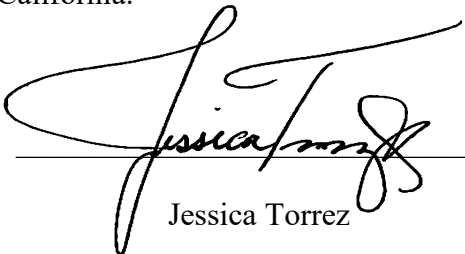
[X] BY ELECTRONIC SUBMISSION

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 November 17, 2025, at Pasadena, California.



Jessica Torrez