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

LEILA Z. DASTJERDI, an individual, on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

SOUTH COAST MEDICAL CENTER FOR
NEW MEDICINE, INC., a California stock
corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2024-01375034-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:

Hon. William Claster

Dept: CX-101

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT
AGREEMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Declaration of Alvin B.
Lindsay, William Tran, Jodey Lawrence, and
Lisa Z. Dastjerdi; and [Proposed] Order]*

Hearing Information:

Date: January 16, 2026

Time: 09:00 a.m.

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SAC Filed: September 5, 2025

Trial: none set

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Leila Z. Dastjerdi (“Plaintiff”) seeks preliminary approval of a putative class and
4 representative action settlement with Defendant South Coast Medical Center For New Medicine,
5 Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to herein as “the Parties”)
6 on behalf of herself and a proposed settlement class of persons employed by Defendant in
7 California and classified as hourly, non-exempt employees who worked for Defendant during the
8 Class Period (“Class”). After participating in mediation, the Parties reached a settlement in the
9 gross amount of \$225,000.00 to resolve the instant action, subject to this Court’s final approval.

10 Pursuant to California Rules of Court 3.769(d) and (e), Plaintiff respectfully requests
11 that this Court grant preliminary approval of the Parties’ proposed settlement agreement, the
12 terms of which are set forth in the Parties’ Class Action and PAGA Settlement Agreement and
13 Class Notice (“Settlement Agreement” or “Settlement”). (*See* Declaration of William Tran
14 (“Tran Decl.”), Exhibit 1, Settlement Agreement, and Class Notice at Exhibit A to Settlement).
15 The Settlement was reached after the Parties engaged in formal and informal discovery and
16 investigation, participated in mediation with a skilled mediator, and negotiated at arms-length
17 through experienced counsel on both sides.

18 As discussed below, the proposed Settlement satisfies all criteria for preliminary approval
19 under California law, falls within the range of reasonableness, and is in the best interests of the
20 Class. Plaintiff respectfully requests that the Court: (1) grant preliminary approval of the
21 Settlement; (2) conditionally grant certification of the proposed Class solely for the purposes of
22 Settlement, (3) approve the appointment of Phoenix Class Action Administration (“Phoenix”) as
23 Settlement Administrator, (4) authorize Phoenix to send the Class Notice to the Class Members,
24 (5) appoint Plaintiff as the Class Representative and Plaintiff’s Counsel as Class Counsel, (6) and
25 schedule a final fairness and approval of settlement hearing.

26 **II. BACKGROUND OF PLAINTIFF’S ALLEGATIONS**

27 Plaintiff alleges that Defendant adopted a uniform set of policies and practices applicable
28 to all Class Members that resulted in Defendant’s alleged failure to pay minimum wage, failure

1 to pay overtime wage, failure to provide compliant meal periods or meal break premium pay,
2 failure to provide compliant rest breaks or rest break premium pay, failure to provide accurate,
3 itemized wage statements, failure to maintain accurate records or provide requested records,
4 failure to timely pay wages during employment or upon separation, and failure to indemnify
5 reasonable and necessary business expenses. Some of the salient factual allegations underlying
6 Plaintiff's claims, described in greater detail herein and in the supporting Declarations, are:

- 7 • That Defendant failed to pay Plaintiff and Class Members at least minimum
8 wages for all hours worked and proper overtime wages for hours worked in
9 excess of eight hours in a day and 40 hours in a week;
- 10 • That Defendant failed to provide Plaintiff and Class Members with lawful first
11 and second meal periods;
- 12 • That Defendant did not provide Class Members with paid 10-minute rest breaks
13 for every four hours or major fraction thereof;
- 14 • That Defendant also required Plaintiff and Class Members to incur necessary
15 business expenses in the course of performing their required job duties without
16 reimbursement; and
- 17 • That Defendant consistently failed to provide Class Members with accurate and
18 itemized wage statements and all wages due to Class Members upon termination
19 of their employment with Defendant.

20 Plaintiff details herein the commonality and typicality of her claims that justify class
21 treatment for settlement purposes, and the corresponding reasonableness of the Settlement based
22 on Plaintiff's allegations and Defendant's defenses to those allegations.

23 **III. STATUS OF THE LITIGATION**

24 **A. Procedural History**

25 Plaintiff worked for Defendant and seeks to represent approximately 210 current and
26 former California non-exempt employees of Defendant. (Tran Decl. ¶ 4.) Defendant operates as a
27 Medical Center, which focuses on the providing therapeutic and health care services to the
28 general public. (*Id.*) Defendant has offices in California including several based in Orange

County. (*Id.*) Class members worked as patient coordinators, receptionists, and similar and related positions at Defendant’s facilities in California. (*Id.*)

On January 22, 2024, Plaintiff filed a wage and hour Class Action Complaint against Defendant alleging the following eleven causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Labor Code § 226.7; (4) Rest-Break Liability Labor Code § 226.7; (5) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (10) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (11) Violation of Business & Professions Code § 17200 *et seq.* (“Class Action”) (Tran Decl., ¶ 5.)

On March 18, 2024, Plaintiff filed a First Amended Complaint, amending the complaint to remove the following three causes of action from the Class Action: (5) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; and (7) Violation of Labor Code § 204, from the complaint. (“FAC”) (Tran Decl., ¶ 6.) Plaintiff submitted a PAGA notice (LWDA-CM-1123159-25) to the Labor and Workforce Development Agency (“LWDA”) (*Id.* at ¶ 7.)

B. Investigation

Before filing the lawsuit, Class Counsel conducted a thorough investigation and researched the facts and circumstances underlying the pertinent issues and applicable law. (Tran Decl., ¶ 8.) This required thorough discussions and interviews between Class Counsel and Plaintiff, in addition to the above-described research into the various legal issues involved in the case. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting formal and informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiff’s personnel file and other documentation; (4) interviewing Plaintiff regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendant; and (7) reviewing information provided by Defendant in response to formal and informal discovery and

1 in advance of the mediation. The Parties conducted their own evaluations of the potential
2 recoveries based on the claims alleged in the Action, including consulting experts. (*Id.*)

3 Defendant, for its part, vigorously contested liability, the amount of claimed damages,
4 and the propriety of class certification. (Tran Decl., ¶ 9.) After analyzing the relevant documents
5 and other gathered data, Class Counsel believed that this case was appropriate for resolution via
6 mediation. Given the high level of risk present for both sides, the Parties elected to mediate
7 Plaintiff claims and attempt settlement. (*Id.*)

8 **C. Settlement Efforts**

9 On May 14, 2025, the Parties through counsel engaged in a mediation session with
10 respected wage and hour mediator Darren Cohen, Esq. Counsel for Plaintiff and Defendant
11 discussed all aspects of the case, including the risks of continued litigation and the risks to all
12 parties of proceeding with a class certification motion, as well as the merits of the primary claims
13 in this case. (Tran Decl., ¶ 10.) At the mediation, the Parties were able to reach an agreement in
14 principle to the terms of a global Class Action and PAGA Settlement, and thereafter executed a
15 Memorandum of Understanding to that end. (*Id.* at ¶ 11.) The Parties continued to work together
16 on a long-form Settlement Agreement following mediation, which resulted in the Settlement
17 Agreement now before the Court for approval. As part of the Parties' Settlement Agreement,
18 Plaintiff filed a Second Amended Complaint adding the three causes of action previously
19 dismissed in the FAC, and a cause of action for under the California Private Attorneys General
20 Act, Labor Code § 2698 on September 5, 2025. (The "Operative Complaint") (*Id.*)

21 From Class Counsel's review of the strengths and weaknesses of the case and the risks
22 and delays posed by further litigation, Class Counsel believes that the Settlement is fair and
23 reasonable. (Tran Decl., ¶ 12.) Further, the Settlement Agreement was the product of a non-
24 collusive settlement process in which the Parties were forced to make significant compromises in
25 the interest of reaching a full and complete settlement of the lawsuit. (*Id.*)

26 **III. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS**

27 **The Settlement Class/Class Period and Aggrieved Employees/PAGA Period:** The
28 Settlement Agreement defines the Class "all persons currently or formerly employed by

Defendant, either directly or through any subsidiary, staffing agency, joint venture or professional employer organization, as non-exempt, hourly employees during the Class Period in the State of California,” which is “January 22, 2020, through July 14, 2025.” (Tran Decl., ¶ 13, Exh. 1, Settlement Agreement, ¶¶ 1.5, 1.12.) The Settlement Agreement defines an “Aggrieved Employee” as, “all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, joint venture or professional employer organization, as non-exempt, hourly employees during the PAGA Period in the State of California” which is, “January 22, 2020, through July 14, 2025.” (*Id.*, Exh. 1, ¶¶ 1.4, 1.31.)

Key Financial Terms: Under the terms of the proposed Settlement Agreement, Defendant has agreed to pay \$225,000.00 (“Gross Settlement Amount”) on a non-reversionary basis. (Tran Decl., ¶ 13, Exh. 1, ¶ 3.1.) In addition to and separate from the Gross Settlement Amount, Defendant will pay the employer’s portion of any payroll taxes on the wage allocation portion of the individual settlement payments to Class Members. (*Id.*)

The “Net Settlement Amount” available for distribution to Participating Class Members is the Gross Settlement Amount less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. (Tran Decl., ¶ 13, Exh. 1, ¶ 1.28.) These amounts are detailed as follows:

- Class Counsel’s Fees and Litigation Expenses Payment: Up to one-third of the Gross Settlement Amount, or **\$75,000.00**, to Class Counsel as attorneys’ fees for the litigation and resolution of this Action and up to **\$9,000.00** for actual costs incurred in this Action. (Exhibit 1, Settlement Agreement, ¶ 3.2.2.);
- Class Representative Enhancement Award: Up to **\$10,000.00** to Plaintiff to award her service as the class representative (Exhibit 1, Settlement Agreement, ¶ 3.2.1.);
- Administration Expenses Payment: A not-to-exceed amount of **\$7,950.00** to the Settlement Administrator for its costs in the administration of the Settlement

(Exhibit 1, Settlement Agreement, ¶ 3.2.3);

- PAGA Payment: **\$20,000.00** for settlement of claims for civil penalties under PAGA, with 25% (\$5,000) allocated to Aggrieved Employees (“Individual PAGA Payments”) and 75% (\$15,000) allocated to the LWDA (“LWDA PAGA Payment”) (Exhibit 1, Settlement Agreement, ¶ 3.2.5.)

If the Court approves the above allocations from the Gross Settlement Amount, the Net Settlement Amount (“NSA”) is estimated to be **\$103,050.00**. (Tran Decl., ¶ 14.) The “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. (*Id.*, Exh. 1, ¶ 1.23) Each Participating Class Member’s “Individual Class Payment” shall be calculated by the Settlement Administrator using the following formula: “(a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.” (*Id.*, Exh. 1, ¶ 3.2.4.) Twenty percent (20%) of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. (*Id.*, Exh. 1, ¶ 3.2.4.1.)

The “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. (Tran Decl., ¶14, Exh. 1, ¶ 1.23) All Individual Class Payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. (*Id.*, Exh. 1, at ¶ 3.2.4) Defendant promises to pay \$225,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id.*, Exh. 1, Settlement Agreement, ¶ 3.1.) For the approximately 210 Class Members (if no exclusions), the average Gross Individual Settlement Payment, using a straight average, is \$1,071.43. (*Id.*) The estimated average amount each Class Member will receive per workweek based on the Net

1 Settlement Amount and 13,257 workweeks is \$7.77. (Tran Decl., ¶ 14.) If the Court (or any
2 appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less
3 than the amount requested for the Enhancement Award for the Class Representative, only the
4 awarded amounts shall be paid and shall constitute satisfaction of the obligations of Defendant
5 under this Settlement. (Tran Decl., Exh. 1, ¶¶ 3.2.1-3.2.5.2.)

6 **Class Notice Procedures:** Not later than thirty (30) days after the Court grants
7 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the
8 Administrator, in the form of a Microsoft Excel spreadsheet. (Tran Decl., ¶ 66, Exhibit 1,
9 Settlement Agreement, ¶ 4.2.) Using best efforts to perform as soon as possible, and in no event
10 later than 14 days after receiving the Class Data, the Administrator will send to all Class
11 Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
12 the Class Notice. (Tran Decl., ¶ 66, Exh. 1, ¶ 7.4.2.) The Class Notice includes a summary of the
13 case and settlement terms and provides Class Members with detailed instructions on how to
14 exclude themselves, object to the settlement, and dispute the number of workweeks and/or pay
15 periods attributed to each Class Member per Defendant's records. (Tran Decl., ¶ 67, Exh. 1,
16 Exhibit A, Class Notice.)

17 Not later than 3 business days after the Administrator's receipt of any Class Notice
18 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
19 forwarding address provided by the USPS. (Tran Decl., ¶ 68, Exh. 1, ¶ 7.4.3.) If the USPS does
20 not provide a forwarding address, the Administrator shall conduct a Class Member Address
21 Search, and re-mail the Class Notice to the most current address obtained. (*Id.*) Settlement Class
22 Members who want to opt out must timely submit a signed and dated written request to be
23 excluded from the class portion of the Settlement to the Settlement Administrator ("Opt-Out
24 Request"). (Tran Decl., ¶ 69.) Class Members who wish to exclude themselves from (opt-out of)
25 the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
26 Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus
27 an additional 14 days for Class Members whose Class Notice is re-mailed.) (Tran Decl., ¶ 69,
28 Exh.1, ¶ 7.5.1.) This is the best and most practicable way to ensure the greatest possible number

1 of Class Members will receive the Notice. (*Id.*)

2 **No affirmative duties imposed on Class:** The Settlement Agreement does not impose
3 any affirmative duties on Participating Class Members. (Tran Decl., ¶ 70.) No claim form is
4 required to participate in the Settlement. (*Id.*) Class Members who wish to opt out or object may
5 do so. (*Id.*)

6 **Settlement Administrator:** The Parties have jointly selected Phoenix Class Action
7 Administration (“Phoenix”) to serve as the Administrator and verified that, as a condition of
8 appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all
9 duties specified in this Agreement in exchange for payment of Administration Expenses. (Tran
10 Decl., ¶ 15, Exh. 1, ¶ 7.1.). The Parties and their Counsel represent that they have no interest or
11 relationship, financial or otherwise, with the Administrator other than a professional relationship
12 arising out of prior experiences administering settlements. Phoenix has experience administering
13 class action and PAGA settlements, has procedures in place to protect the security of class data,
14 adequate insurance in the event of a data breach or defalcation of funds, and is qualified to
15 administer the Settlement. (*See* Declaration of Jodey Lawrence (“Lawrence Decl.”), which also
16 includes a breakdown of the anticipated costs of class notice.) In addition, Phoenix will have a
17 website for Class Members to review and reference for details regarding the Final Approval
18 Hearing and any Final Approval Order and Judgement. (*Id.*; Tran Decl., ¶ 15.) If the Court grants
19 final approval of the Settlement, a copy of the Final Approval Order and Judgment will be posted
20 on this website for Class Members to review. (*Id.*) The website will be provided to Class
21 Members in the Class Notice that is mailed to them. (*Id.*)

22 **Funding and Payment of Settlement:** Defendant shall fully fund the Gross Settlement
23 Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by
24 transmitting the funds to the Administrator no later than thirty (30) calendar days after the
25 Effective Date. (Tran Decl., Exh. 1, ¶ 4.3.)

26 Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount,
27 the Administrator will mail checks for all Individual Class Payments, all Individual PAGA
28 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class

1 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
2 Representative Enhancement Award. (Tran Decl., Exh. 1, ¶ 4.4.) The Administrator will issue
3 checks for the Individual Class Payments and/or Individual PAGA Payments and send them to
4 the Class Members via First Class U.S. Mail, postage prepaid. (Tran Decl., Exh. 1, ¶ 4.4.1.) The
5 face of each check shall prominently state the date (not less than 180 days after the date of
6 mailing) when the check will be voided. (*Id.*) The Administrator will cancel all checks not
7 cashed by the void date. (*Id.*) For any Class Member whose Individual Class Payment check or
8 Individual PAGA Payment check is uncashed and cancelled after the void date, the
9 Administrator shall transmit the funds represented by such checks to the California Controller's
10 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
11 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (Tran
12 Decl., Exh. 1, ¶ 4.4.3.)

13 **Release by Participating Class Members:** The release of claims is tailored in scope to
14 claims that were asserted or could have been asserted based on the facts in the Operative
15 Complaint that arose during the Class Period. Effective on the date when Defendant fully funds
16 the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
17 Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will
18 release claims against all Released Parties as follows: (Tran Decl., Exh. 1, ¶ 5.)

19 All Participating Class Members, on behalf of themselves and their respective former and
20 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
21 Released Parties from all claims asserted in the Action or any other claims that could have been
22 asserted in the Action based on the facts alleged, including but not limited to, unpaid minimum
23 wages; unpaid overtime wages (including, but not limited to, any claims for "off the clock work"
24 and/or not factoring bonuses or shift differentials into the regular rate of pay); failure to provide
25 meal and rest breaks; failure to pay wages timely at termination; failure to reimburse business
26 expenses; failure to provide accurate itemized wage statements; unfair business practices; and the
27 PAGA. (Tran Decl., Exh. 1, ¶ 5.2.)
28

1 **Release by Non-Participating Class Members Who Are Aggrieved Employees:** The
2 release of claims is tailored in scope to claims for PAGA civil penalties that are asserted or
3 which could have been asserted based on the facts alleged in the PAGA Notice to the LWDA
4 that accrued during the PAGA Period. The Class Notice addresses the fact that an Aggrieved
5 Employee may not opt out of the PAGA Settlement. (Tran Decl., Exhibit 1, Settlement
6 Agreement, Exhibit A, Class Notice.) Effective on the date when Defendant fully funds the
7 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion
8 of the Individual Class Payments, Plaintiff, Aggrieved Employees, and the State of California
9 will release claims against all Released Parties as follows: (Tran Decl., Exh. 1, ¶ 5.)

10 All Non-Participating Class Members who are Aggrieved Employees are deemed to
11 release, on behalf of themselves and their respective former and present representatives, agents,
12 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
13 PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have
14 been alleged, based on the facts stated in the Operative Complaints, and the PAGA Notice and
15 ascertained in the course of the Action. (Tran Decl., Exh. 1, ¶ 5.3.)

16 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY IS APPROPRIATE**

17 Express judicial policy favors maintaining wage and hour actions as class actions. *Prince*
18 *v. CLS Transp., Inc.* (2004) 118 Cal. App. 4th 1320, 1328; *Richmond v. Dart Industries, Inc.*
19 (1981) 29 Cal. 3d 462. Any doubt as to the appropriateness of class treatment should be resolved
20 in favor of class certification, subject to later modification if necessary. *Richmond*, 29 Cal. 3d at
21 473-75.) The decision to certify a class is a procedural one and should be based on the
22 allegations in the operative complaint, and not in the perceived factual or legal merit of the class
23 claims. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 439-41.)

24 To certify a settlement class, the Court must find the two primary requirements for
25 maintaining a class action: (1) there must be an ascertainable class, and (2) there must be a well-
26 defined community of interest in the questions of law and fact involving the parties to be
27 represented. *See Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 805-09; *Daar v. Yellow Cab*
28 *Company* (1967) 67 Cal. 2d 695, 704. These criteria are met here for the reasons set forth below.

1 **A. There Is a Numerous and Ascertainable Class**

2 Whether a class is ascertainable is determined by examining the class definition, the size
3 of the class, and the means available for identifying class members. *See Vasquez, supra*, 4 Cal.
4 3d at 821-22; *Reyes v. Board of Supervisors of San Diego County* (1987) 196 Cal. App. 3d 1263,
5 1271. Class members are “ascertainable” when they may be readily identified without
6 unreasonable expense or time.

7 Plaintiff contends, and Defendant does not dispute for settlement purposes only, that the
8 numerosity and ascertainability elements are satisfied here. The putative Class is so numerous
9 that joinder of all members is impractical. Class Members are persons classified as hourly, non-
10 exempt employees of Defendant during the Class Period, which is January 22, 2020, through
11 July 14, 2025. Defendant has identified 210 Class Members based on a review of its payroll and
12 personnel records. Thus, the requirements of numerosity and ascertainability are met here. (Tran
13 Decl. at ¶ 17.) Therefore, and notwithstanding the foregoing, there is a numerous and
14 ascertainable class.

15 **B. There Is a Well-Defined Community of Interest**

16 A community of interest is established by the predominance of common issues of law and
17 fact. *See Vasquez*, 4 Cal. 3d at 811. The requirement of a community of interest:

18 [D]oes not depend upon an identical recovery, and the fact that
19 each member of the class must prove his separate claim to a portion
20 of any recovery by the class is only one factor to be considered ...
21 The mere fact that separate transactions are involved does not of
22 itself preclude a finding of the requisite community of interest so
23 long as every member of the alleged class would not be required to
24 litigate numerous and substantial questions to determine his
25 individual right to recover subsequent to the rendering of any class
26 judgment which determined in plaintiffs’ favor whatever questions
27 were common to the class.

28 *Id.* at 809.

 Plaintiff contends, and Defendant does not dispute for settlement purposes only, that
common issues of fact and law predominate as to each of the claims alleged by Plaintiff, and the
Class is united in its proof. (Tran Decl., ¶ 18.) Because Plaintiff has alleged a single scheme, “the
relevant proof [does] not vary among class members” and “clearly presents a common question

fundamental to all class members.” See *In Re NASDAQ Market-Makers Antitrust Litigation* (SDNY 1997) 172 F.R.D. 119, 123 (citing *In Re NASDAQ Market-Makers Antitrust Litigation*, (SDNY 1997) 169 F.R.D. 493, 518). California courts show “no hesitancy” in inferring class-wide causation, class-wide injury, and class-wide damages when a common course of action has been shown. *B.W.I. Custom Kitchen*, 191 Cal. App. 3d at 1350. This inference “eliminates the need for each class member to prove individually the consequences of the defendants’ actions to him or her.” *Id.* at 1351 (quoting *Rosack v. Volvo of America Corp* (1982) 131 Cal. App. 3d 741, 753 [emphasis added]).

This action involves, *inter alia*, a determination about Defendant’s alleged failure to pay minimum wage, failure to pay overtime wage, failure to provide compliant meal periods or meal break premium pay, failure to provide compliant rest breaks or rest break premium pay, failure to provide accurate, itemized wage statements, failure to maintain accurate records or provide requested records, failure to timely pay wages during employment or upon separation, failure to indemnify reasonable and necessary business expenses, and largely derivative claims under the UCL and PAGA. (Tran Decl., ¶ 18.) Plaintiff contends Defendant’s practices affected Class Members in the same way and present questions that are suitable for common adjudication because all Class Members were subject to the same employment policies and practices. (*Id.*) The outcome of litigation in this matter depends upon questions that are common to Class Members. (*Id.*)

C. The Named Plaintiff’s Claims Are Typical

A class representative’s claims are typical when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative class members, and if their claims rest on the same legal theories. The class representative’s claims must be “typical” but not necessarily identical to the claims of other class members. It is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of all class members. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (“[I]t has never been the law in California that the class representative must have identical interests with the class members.”). Thus, it is not

necessary that the class representative should have personally incurred all the damages suffered by each of the other class members. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 228.

Plaintiff contends, and Defendant does not dispute for settlement purposes only, that Plaintiff's claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. (Tran Decl., ¶ 19.) Plaintiff and Class Members were employed by Defendant during the Class Period and were subject to the pay practices at issue and allegedly unlawful meal and rest policies in this litigation. (*Id.*) Thus, Plaintiff's claims are typical of the claims of the putative Class. (*Id.*)

D. Adequacy of Class Representative and Class Counsel

The Class Representative's interests are aligned with those of the Class Members, as he has suffered the same injuries as the Class Members and has no conflicts of interest. (Tran Decl., ¶ 20.) Plaintiff has not shrunk from this responsibility. (*Id.*) Indeed, Plaintiff has devoted a substantial amount of time and energy to litigating this Action and effectuating a settlement. (*Id.*) As detailed below, Class Counsel are experienced in class actions, have represented their clients zealously, and have no conflicts of interest. (Tran Decl., ¶¶ 20; *See also* Lindsay Decl. ¶¶ 10-21.) Therefore, the Class Representative and Class Counsel are adequate.

E. Predominance and Superiority

Individual issues do not predominate over those common to the class. (Tran Decl., ¶ 21.) As explained, *supra*, Plaintiff alleges there are common issues of law and fact given that Plaintiff and all Class Members were subjected to the same policies and pay practices during the relevant time period. (*Id.*) Plaintiff and Class Members seek meal and rest premiums, unpaid wages and overtime, and penalties for work performed as non-exempt employees for Defendant. (*Id.*) Plaintiff alleges that these issues are suitable for common adjudication because all Class Members were allegedly subject to the same employment policies, and Plaintiff contends the practices applied uniformly to all Class Members. (*Id.*)

Plaintiff contends that class resolution is superior to other available methods for the fair and efficient adjudication of the controversy as there is little interest or incentive for Class

Members to individually control the prosecution of separate actions. (Tran Decl., ¶ 22.) Although the alleged injury resulting from Defendant's policies and practices are allegedly real and significant, the cost of individually litigating each such case against Defendant would easily exceed the value of any relief that could be obtained by any one Class Member individually. (*Id.*) If Class Members are forced to litigate their claims individually this could potentially result in over 210 individual actions against Defendant. (*Id.*) Here, the alternative methods of resolution are individual suits for relatively small amounts. (*Id.*) Hence, an individual suit would prove uneconomical for potential Plaintiff because litigation costs would dwarf a potential recovery.

VI. THE THREE-STEP APPROVAL PROCESS

California Rule of Court 3.769 requires court approval of the settlement of class action lawsuits. Preliminary approval is merely the first of three steps that comprise the approval procedure for settlements of class actions. *See* Manual for Complex Litigation, Second §30.44 (1993); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is the dissemination of notice of the settlement to all Class Members. *Id.* The third step is a final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented and Class Members may be heard. *Id.*

The determination of whether a settlement should be preliminarily approved requires, "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. However, the record need not contain an explicit statement of the maximum theoretical amount that the class could recover. *See Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 409 ("Kullar does not... require any such explicit statement of value; it requires a record which allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation."). "If the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval, then the court should direct that notice be given to the

1 Class Members of a formal fairness hearing, at which evidence may be presented in support of
2 and in opposition to the settlement.” Manual for Complex Litigation, Second § 30.44, at 229.

3 In deciding whether to approve a proposed class action settlement, the Court must find
4 that a proposed settlement is “fair, adequate, and reasonable” and falls within the “range of
5 approval.” *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such
6 as “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
7 litigation, the risk of maintaining class action status through trial, the amount offered in
8 settlement, the extent of discovery completed and the stage of the proceedings, the experience
9 and views of counsel, the presence of a governmental participant, and the reaction of the Class
10 Members to the proposed settlement.” *Id.* The Settlement satisfies all of these requirements.

11 **VII. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

12 The Court’s decision to preliminarily approve a settlement is granted great deference as
13 an exercise within its broad discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th
14 224, 234-235. As a matter of public policy, courts both encourage the use of the class action
15 device and favor settlement over continued litigation. *See, e.g., Linder v. Thrifty Oil Co.* (2000)
16 23 Cal. 4th 429, 434 (“Courts have long acknowledged the importance of class actions as a
17 means to prevent a failure of justice in our judicial system.”); *Class Plaintiffs v. City of Seattle*
18 (1992) 955 F.2d 1268, 1276 (“[S]trong judicial policy . . . favors settlements, particularly where
19 complex class action litigation is concerned.”). Applying the above factors, the proposed
20 settlement provides a substantial benefit to the Class. It is fair, reasonable, and adequate, and
21 should be preliminarily approved.

22 **A. The Settlement is the Result of Serious, Informed, Non-Collusive Negotiations.**

23 The proposed Settlement was reached as a result of arm’s length negotiations after the
24 completion of pertinent discovery and the exchange of necessary class data. (Tran Decl. ¶ 24.)
25 The negotiations have been, at all times, adversarial and non-collusive in nature. (*Id.*) *See*, 5
26 Newberg on Class Actions § 13:45 (5th ed.) (due to the preference of settlement over litigation,
27 “a court will presume that a proposed class action settlement is fair when certain factors are
28 present, particularly evidence that the settlement is the product of arms-length negotiation,

untainted by collusion.”) Although Plaintiff steadfastly maintains that her claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with litigation. (Tran Decl. ¶ 24.) As discussed below, Defendant presented multiple defenses to Plaintiff’s claims, both on the merits and with respect to class certification. (*Id.*) Thus, while Plaintiff was prepared to litigate these claims through class certification, and ultimately trial, success was far from guaranteed. (*Id.*) Assistance from a well-respected mediator ensured negotiations between the Parties were non-collusive and well-informed. (*Id.*)

B. Extent of Discovery and Stage of Proceedings.

As stated above, the Parties engaged in informal and formal discovery before the Settlement was reached to allow them to fully evaluate the class claims and Defendants’ defenses. (Tran Decl. ¶ 25.) This litigation has reached the stage where the Parties have a clear view of their respective strengths and weaknesses in this case. (*Id.*)

C. The Strength of Plaintiff’s Case and the Risk, Expense, Complexity, and Likely Duration of Any Litigation.

Plaintiff’s claims are based on Defendant’s alleged failure to pay minimum wage, failure to pay overtime wage, failure to provide compliant meal periods or meal break premium pay, failure to provide compliant rest breaks or rest break premium pay, failure to provide accurate, itemized wage statements, failure to maintain accurate records or provide requested records, failure to timely pay wages during employment or upon separation, failure to indemnify reasonable and necessary business expenses, and largely derivative claims under the UCL and PAGA. (Tran Decl. ¶ 26.)

Plaintiff alleges that Defendant failed to pay Plaintiff and Class Members at least minimum wages for all hours worked and proper overtime wages for hours worked in excess of eight hours in a day and 40 hours in a week. (Tran Decl. ¶ 27.) Plaintiff and Class Members were subject to off-the-clock work that Defendant failed to account. (Tran Decl. ¶ 27.) Specifically, Plaintiff and Class Members were required to travel to the time clocks located towards the back of the medical center and to wait in line at the time clocks in order to clock in. (*Id.*)

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1 Furthermore, on many occasions, Plaintiff and Class Members would be interrupted with
2 questions and interactions by Defendants' patients before they could clock in for the start of their
3 shifts. (Tran Decl. ¶ 27.) Defendant required Plaintiff and Class Members to prioritize assisting
4 the needs of the patients; the time spent assisting the patients spanned between 1 to 10 minutes
5 and resulted in off-the-clock work. (*Id.*) Additionally, Defendant acted in a concerted effort to
6 limit and restrict Plaintiff and Class Members from incurring overtime, despite Plaintiff and
7 Class Members generally working beyond their scheduled 8-hour shifts due to the off-the-clock
8 work. (Tran Decl. ¶ 28.) Overtime was generally not allowed, and Plaintiff and Class members
9 were frequently reminded by Defendant's managers to clock out before the eight-hour mark of
10 any given shift, even if Defendant compelled them to continue working or otherwise remain
11 under Defendant control. (*Id.*)

12 Defendant contends that they did not require off the clock work, paid for all reported
13 hours worked, that Class Members were instructed and required to record all hours worked, that
14 any alleged off the clock work was performed without Defendant's knowledge, and that they
15 paid wages at the proper rates. (Tran Decl. ¶ 29.) Defendant also argued that given their written
16 policies and practices, any unrecorded hours are likely subject to individualized inquiry and
17 unlikely to be certified. (*Id.*) Given the difficulty in certifying this claim, Class Counsel applied a
18 significant discount to damages based on this theory. (*Id.*)

19 Plaintiff also alleges that Defendant failed to provide Plaintiff and Class Members with
20 lawful first and second meal periods. (Tran Decl. ¶ 30.) Defendant made no effort to schedule
21 meal periods, instead, Plaintiff and Class Members were expected by Defendant to take their
22 meal periods only after completely tending to all the needs of the medical center. (*Id.*) To
23 whatever extent the meal period policy was enforced, it went by the wayside quickly as there
24 always seemed to be patient issues to resolve, phone calls or messages to respond to. Due to the
25 volume of work, work demands and computer and phone time, Plaintiff and Class Members were
26 often unable to take a timely meal period before the start of the fifth hour of work. (*Id.*)
27 Additionally, Defendants instructed Plaintiff and Class Members to input into the timekeeping
28 system that they took a full thirty minutes for a meal period without regard to whether a

1 compliant meal period was taken, as required under the Labor Code and Wage Orders. (*Id.*)

2 Defendant contends that Class Members were given a reasonable opportunity to take their
3 meal periods, and when compliant meal periods were not provided, Defendant provided premium
4 pay to Class Members as reflected in their time and pay records. (Tran Decl. ¶ 31.) Defendant
5 also contends that at times, the relevant Class Members could waive their meal period and
6 volunteered to do so. (*Id.*) Defendant further contends that the meal break claim requires
7 individualized inquiries which would preclude class certification. If Defendant's contentions are
8 proven true and prevail in trial, the likely outcome would be no recovery for the Class Members
9 on the meal break claim. (*Id.*)

10 Plaintiff also contends that Defendant did not provide Class Members with paid 10-
11 minute rest breaks for every four hours or major fraction thereof. (Tran Decl. ¶ 32.) Job
12 requirements and duties required of Plaintiff and Class Members and the demands from
13 management and participants manifested in a failure to authorize and permit Plaintiff and Class
14 Members to take all their required rest breaks. (*Id.*) Defendant exerted control over Plaintiff and
15 Class Members or otherwise required them to perform job-related duties during any rest breaks
16 they were authorized and permitted to take. Plaintiff reports that he missed a rest period daily
17 because otherwise it would be impossible to keep up with production demands. (*Id.*)

18 Defendant maintains that it did provide a reasonable opportunity for Class Members to
19 take duty-free rest breaks during their shifts and dispute all allegations that rest breaks were not
20 provided. (Tran Decl. ¶ 33.) Considering that unlike meal periods, rest breaks need not be
21 recorded, these violations would likely be difficult to prove at trial and potentially depress the
22 damages ultimately awarded. (*Id.*) Therefore, Class Counsel applied significant and appropriate
23 discounts to the rest break claim. (*Id.*)

24 Additionally, Plaintiff alleges that Defendant required Plaintiff and Class Members to
25 incur certain expenses for their jobs with Defendant, including but not limited to use of their
26 personal cellular phones, without reimbursement. (Tran Decl. ¶ 34.) These included the cell
27 phone-related expenses Class Members incurred in responding to work related communications
28 as well as home internet usage when they were required to work from home. (*Id.*)

1 As for the wage statement and waiting time penalties claims, Plaintiff alleges that
2 Defendant consistently failed to provide Class Members with accurate and itemized wage
3 statements and all wages due to Class Members upon termination of their employment with
4 Defendant. (Tran Decl. ¶ 35.) Plaintiff alleges that Defendant made it difficult to account with
5 precision for the unlawfully withheld wages and meal and rest period compensation owed during
6 the liability period, because they did not implement and preserve a record-keeping method as
7 required. Defendant contends that these claims are merely derivative of the underlying claims
8 and that Plaintiff and Class Members would be unable to first establish liability for the
9 underlying claims for the reasons described above. (*Id.*) Defendant further contends that even if
10 they could first establish liability for the underlying claims, Plaintiff and Class Members would
11 be unable to establish that Defendant's conduct was willful and knowing as required by the
12 relevant statutes since Defendant acted in good faith to provide accurate wage statements and
13 pay all wages due to Plaintiff and Class Members. (*Id.*) Thus, Defendant contends that the wage
14 statement and waiting time penalties claims to have little to no value. (*Id.*)

15 Further, Defendant contends that the PAGA claim is also derivative of the underlying
16 claims in the Action and ultimately fails because the underlying claims have no merit. (Tran
17 Decl. ¶ 36.) Defendant also contends that even if Plaintiff could establish Labor Code violations,
18 the Court has the discretion to award less than the maximum civil penalty amount and would
19 award substantially less civil penalties here because Defendant acted in good faith to comply
20 with the relevant wage and hour laws and any violations were minor and technical in nature. (*Id.*)

21 Defendant generally denies all claims alleged in the Action and further deny class and/or
22 representative treatment is appropriate for any purpose other than this Settlement and that it
23 complied with all applicable laws. (Tran Decl. ¶ 37.) However, Defendant has concluded that
24 further litigation would be protracted and expensive and that it is desirable that the Action be
25 fully and finally settled in the manner and upon the terms and conditions herein. (*Id.*)

26 As stated above, while Plaintiff and Class Counsel contend the claims asserted in the
27 Action have merit, they also acknowledge the expense, delay, and risks of continued litigation.
28 (Tran Decl. ¶ 38.) Although the Parties engaged in significant informal discovery in advance of

1 mediation, the Parties still had significant discovery to complete had the matter not settled. (*Id.*)
2 This would have required the expenditure of substantial time and resources by both Parties that
3 would have very likely spanned several years. (*Id.*) Even if Plaintiff were to certify the classes,
4 the Parties would incur considerably more attorney fees and costs through a possible
5 decertification motion, trial, and possible appeal. This Settlement avoids those risks and the
6 accompanying expense. (*Id.*)

7 **D. The Risk of Maintaining Class Action Status Through Trial.**

8 Plaintiff had not yet filed his motion for class certification, and as such, the extent to
9 which Plaintiff's proposed classes were certifiable is somewhat speculative. (Tran Decl. ¶ 39.)
10 Absent a settlement, there was a risk that there would not be a certified class at the time of trial,
11 or if there were, it could consist of a significantly smaller group of employees than the proposed
12 Settlement Class, resulting in less overall recovery. (*Id.*)

13 Finally, in class actions, decertification is always a possibility, and there is always a risk
14 that a trial of this magnitude can become unmanageable. (Tran Decl. ¶ 40.) Cases like *Duran v.*
15 *U.S. Bank Nat. Assn.* (2014) 59 Cal. 4th 1, 34 address the complexity of using statistical samples
16 in class actions and demonstrate that decertification is a real risk that Class Counsel must
17 consider. (*Id.*)

18 A class trial would have also required expert witnesses, the accrual of extensive litigation
19 costs, and the commitment of extensive further time and financial resources. (Tran Decl. ¶ 40.)
20 Finally, given the complexity and unsettled nature of the issues, it is somewhat likely that any
21 outcome at trial would have resulted in a lengthy and costly appeal. (*Id.*) An appeal would result
22 in further delay for the Class Members who have already waited years for resolution in this
23 matter. (*Id.*) Risk and legal uncertainty must be dealt with in any litigation, and this Settlement
24 was the product of compromise accounting for those risks and that uncertainty. (*Id.*)

25 **E. The Presence of a Governmental Participant**

26 Class Counsel will be submitting the Settlement Agreement and this Motion to the
27 LWDA concurrently with the filing of this Motion pursuant to Labor Code § 2699(l)(2). (Tran
28 Decl. ¶ 41.)

1 **F. The Settlement Amount Offered is Fair Given the Potential Value of the Claims.**

2 Based on an analysis of Plaintiff's time and pay records and a sampling of time and pay
3 records for the Class, Plaintiff estimated the potential realistic exposure for the main claims as
4 follows: **\$41,378.41** for unpaid wages claims, including minimum, overtime, and due to off the
5 clock work; **\$331,027.29** for meal period violations; **\$331,027.29** for rest period violations;
6 **\$27,030.00** for wage statement penalties; **\$117,386.88** in waiting time penalties; **\$5,250.00** for
7 unreimbursed business expenses; and **\$20,000.00** for PAGA penalties. (Tran Decl., ¶¶ 44-62.) As
8 such, the total estimated realistic exposure Defendant could face is **\$873,099.87** (*Id.* at ¶ 65.)

9 The Gross Settlement Amount of \$225,000.00 represents a recovery for the Class of
10 approximately 25.77% of the total realistic exposure Plaintiff estimated that Defendant could
11 face on the primary claims in this case. (Tran Decl., ¶ 65.) Plaintiff and Class Counsel submit
12 that this is an optimal result in the face of uncertainty and the prospects of protracted and
13 contested litigation through class certification, summary judgment, and trial, and particularly in
14 light of all of the factors described above. (*Id.*)

15 **G. A Balance of Risk Factors and *Kullar* Analysis Support Approval**

16 In deciding whether to approve the settlement, the Court must balance these risk factors
17 against an "understanding of the amount in controversy and the realistic range of outcomes of the
18 litigation." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133; *Munoz v.*
19 *BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-09. The court
20 "must stop short of the detailed and thorough investigation that it would undertake if it were
21 actually trying the case" *Munoz*, at 408. Plaintiff's counsel used the comprehensive data and
22 documents provided to perform an analysis of the potential exposure Defendant faced on
23 Plaintiff's main class-wide claims, establishing the realistic range of outcomes in this case. As
24 noted above, the Gross Settlement Amount represents a recovery of approximately 25.77% of the
25 estimated total realistic exposure facing Defendant. (Tran Decl., ¶ 65.)

26 There was a very real prospect that nothing would be recovered by the Class if litigation
27 continued and class certification were ultimately denied. At the same time, further litigation
28 would require the expenditure of significant time and financial resources, and there is always the

possibility of adverse developments in the law and the likelihood of extended battles in both the trial court and courts of appeal. Settlement is a prudent compromise that benefits the Class Members promptly.

H. Experience and Views of Counsel

Experienced counsel, operating at arm's length, have weighed the strengths of the case, examined all the issues and risks of litigation, and endorsed the proposed settlement. Class Counsel are experienced in class actions, have represented their clients zealously, and have no conflicts of interest. (Tran Decl. ¶20; Lindsay Decl. ¶¶ 10-21.) Class Counsel submits the Settlement is fair, adequate, and reasonable in view of the risks and other considerations addressed and is well-suited for final approval upon completion of the administration process. (Lindsay Decl. ¶ 22.)

VIII. THE PROPOSED CLASS NOTICE PROVIDES ADEQUATE NOTICE TO THE CLASS MEMBERS.

To be deemed proper, a notice must provide the Class Members with sufficient information to make an informed decision as to whether to accept or object to the settlement. *Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314. The notice must apprise the Class Members of the pendency of the action; reasonably convey information regarding the settlement and the Class Members' rights, entitlements, and obligations; and affords Class Members the opportunity to present their objections. *Id.*

The proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the settlement. It will notify all Class Members of the terms of the Settlement, its effect on their rights, their options (i.e., participate, object, opt-out, and dispute work weeks), and procedures for exercising those options. (Tran Decl., ¶ 66-70.)

The standard for determining the adequacy of notice is whether it has "a reasonable chance of reaching a substantial percentage of the class members." *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. Here, the Class Notice will be sent via first-class mail to each of the Class Members at their addresses from Defendant's records. (Tran Decl., ¶ 66, Exhibit 1, Settlement Agreement ¶ 7.4.2.) Not later than thirty (30) days after the Court grants Preliminary

Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (*Id.*, Exh. 1, ¶ 4.2.) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice. (*Id.*, Exhibit 1, ¶ 7.4.2.) Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. (Tran Decl., ¶ 68, Exh. 1, ¶ 7.4.3.) Class Notice should be approved as the best and most practicable way to ensure the greatest possible number of Class Members will receive notice. (Tran Decl., ¶ 69.)

IX. THE CLASS COUNSEL ATTORNEY’S FEES AND COSTS AWARDS ARE REASONABLE AND SHOULD BE APPROVED.

Class Counsel respectfully requests, without opposition from Defendant, a Class Counsel Fees Payment of \$75,000 (up to one-third of the Gross Settlement Amount) and a reasonable Class Counsel Litigation Expenses Payment not to exceed \$9,000.00, subject to approval by the Court. (Lindsay Decl., ¶ 5.)

Class Counsel submits it has the requisite experience, knowledge, and resources to serve as Class Counsel and to zealously represent the Class. (Lindsay Decl., ¶¶ 10-21.) Class Counsel have spent substantial time and effort in prosecuting this Action on a contingency basis and, moreover, Class Counsel assumed the risks by taking this Action in the first place as they will not receive any compensation for their efforts until recovery is obtained for the Class. (*Id.* at ¶ 5.) In addition, Class Counsel’s efforts in reaching the Settlement on behalf of the Class will confer a significant benefit to the Class. (*Id.*) As such, the requested Class Counsel Attorney’s Fees and Class Counsel Costs Award are reasonable.

X. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND REASONABLE

“At the conclusion of a class action, the class representatives are eligible for a special payment in recognition of their service to the class.” 5 Newberg on Class Actions § 17:1 (5th

ed.). Courts approve incentive awards to plaintiff when justified and appropriate to compensate plaintiffs for time, effort, and inconvenience. *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 297 (N.D. Cal. 1995). These payments are intended to recognize the time and efforts that the Class Representative has spent on behalf of the Class. “Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incurred during the course of the class action litigation.” See *Ingram v. The Coca-Cola Company* (N.D. Ga. 2001) 200 F.R.D. 685, 694 (quoting *In re Southern Ohio Correctional Facility* (S.D. Ohio 1997) 175 F.R.D. 270, 272). In *Coca-Cola*, the court approved service awards of \$300,000 to each named plaintiff in recognition of the services they provided to the class by responding to discovery, participating in the mediation process, and taking the risk of stepping forward on behalf of the class. *Ingram v. Coca-Cola Co.* (2001) 200 F.R.D. 685, 694; see also *Van Vranken*, *supra*, 901 F.Supp. at 299 (approving \$50,000 participation award to plaintiffs).

Plaintiff is entitled to a reasonable service payment for her efforts and initiative in bringing and helping to prosecute this action. (Lindsay Decl., ¶ 6.) Plaintiff spent significant time better apprising herself of her rights, deciding whether remedial action should be taken and how it should be taken, searching for attorneys, and communicating with Class Counsel. (*Id.*) Plaintiff was consistently communicative with counsel, routinely checked-in, and was responsive to Class Counsel’s requests for information for discovery, documentation, and meetings. (*Id.*) Both before and after the filing of this lawsuit, Plaintiff conferred with Class Counsel on to discuss every aspect of his case. (*Id.* at ¶ 7, Declaration of Leila Z. Dastjerdi.)

In agreeing to be the named Plaintiff in this litigation, Plaintiff accepted a number of risks. (Lindsay Decl., ¶ 8.) For example, each accepted the potential risk of being liable for Defendant’s costs and potentially the company’s fees if the lawsuit was unsuccessful. (*Id.*) Further, each risked the potential stigma of being a class representative in a class action labor dispute, which may affect his future employability. (*Id.*)

Plaintiff seeks an enhancement in the amount not to exceed \$10,000.00 as Class Representative. (Lindsay Decl., ¶ 9.) Plaintiff secured a benefit for the Class worth \$225,000.00. In the aggregate, the requested enhancement represents only a small percentage of the settlement

consideration. The total amount which Plaintiff is requesting to be allocated to a service award is approximately 4.4% of the total settlement amount. In light of the foregoing, Class Counsel believes that the \$10,000.00 service award to the Class Representative is fair and reasonable. (*Id.*)

XI. THE ACTION REQUESTED AS A PART OF THE MOTION FOR PRELIMINARY APPROVAL

Plaintiff respectfully request this Court, as part of the preliminary approval process, to grant the following relief and make the following orders:

1. Review and approve the Settlement Agreement;
2. Review and approve the Class Notice, attached to the Settlement Agreement as Exhibit A;
3. Consider and determine that the proposed class action settlement as set forth in the Settlement Agreement preliminarily appears fair, reasonable, and adequate;
4. Enter an order conditionally certifying the action as a class action for settlement purposes only and preliminarily approving the proposed class action settlement and the Settlement Agreement;
5. Approve and appoint D.Law, Inc., including Alvin B. Lindsay, William Tran, and all lawyers affiliated with this firm as Class Counsel for settlement purposes;
6. Approve and appoint Phoenix Class Action Administration as the Settlement Administrator to handle the notice and claims procedures as set forth in the Settlement Agreement;
7. Approve the proposed settlement's allocation of funds to claims made under PAGA;
8. Order Defendant to disclose to the Settlement Administrator the Class Members and Aggrieved Employees, and each of their respective first and last names, last-known mailing address, email address, and telephone number, Social Security number, the number of Workweeks during the Class Period in which the Class Members performed work as reflected in Defendant's existing business records, and the number of Pay Periods during the PAGA Period

1 in which the Aggrieved Employees performed work as reflected in Defendant's existing business
2 records as set forth in the Settlement Agreement;

3 9. Order Phoenix to mail the Class Notice to Class Members; and

4 10. Set a date for the Final Approval Hearing.

5
6 Dated: December 17, 2025

D.LAW, INC.

7
8 By: 

9 Alvin B. Lindsay

10 William Tran

11 Attorneys for Plaintiff and Settlement Class
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