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

CASSANDRA MANOSH, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

FOUR WHEEL CAMPERS, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: CV2021-0808

Assigned for All Purposes to:
Honorable David Rosenberg
Department 14

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Douglas Han); and [Proposed] Order filed
concurrently herewith]

Hearing Date: January 9, 2024
Hearing Time: 9:00 a.m.
Hearing Place: Department 14

Complaint Filed: May 4, 2021
FAC Filed: October 24, 2023
Trial Date: None Set

PLEASE TAKE NOTICE that on January 9, 2024 at 9:00 a.m., or as soon as the matter may be heard, before the Honorable David Rosenberg in Department 14 of the Yolo County Superior Court located at 100 Main Street, Woodland, California 95695, Plaintiffs Cassandra Manosh and Steven Clark (“Plaintiffs,” “Plaintiff Manosh,” and “Plaintiff Clark”) will and hereby do move for an order:

- Granting Preliminary Approval of the class action settlement described herein and as set forth in the Joint Stipulation and Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the declaration of Douglas Han, including, and not limited to, the means of allocation and distribution of funds;
- Conditionally certifying the Class for settlement purposes only;
- Appointing Plaintiffs as the class representatives;
- Appointing Justice Law Corporation as Class Counsel;
- Approving the Notice of Class Action Settlement (“Class Notice”) attached as **Exhibit A** to the Settlement Agreement;
- Approving the Election Not to Participate In (“Opt Out” From) Class Action Settlement (“Exclusion Form”) attached as **Exhibit B** to the Settlement Agreement;
- The Class Notice and Exclusion Form are collectively known as the “Notice Packet”;
- Directing the mailing of the Notice Packet with a postage-paid return envelope to the Class;
- Approving the proposed deadlines for the settlement administration process;
- Approving Phoenix Class Action Administration Solutions as the Settlement Administrator; and

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- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, Administration Costs, and approval of the allocation of the Private Attorney General Act of 2004 (“PAGA”) Payment.

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

Dated: December 11, 2023

JUSTICE LAW CORPORATION

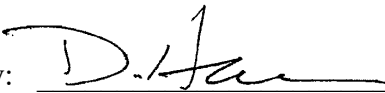
By: 
Douglas Han
Attorneys for Plaintiffs

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement by Plaintiffs on behalf of themselves and all individuals who were
4 employed by Defendant Four Wheel Campers, LLC (“Defendant”) in California as hourly-paid,
5 non-exempt employees during the period from November 5, 2016 through December 12, 2023
6 (“Class,” “Class Members,” and “Class Period”). At the time of this filing, the number of Class
7 Members is estimated to be three hundred seventy-two (372), which was confirmed by Defendant.
8 (Declaration of Douglas Han In Support of Plaintiffs’ Motion for Preliminary Approval of Class
9 Action Settlement (“Han Decl.”), ¶¶ 8-9.)

10 **II. BACKGROUND**

11 On May 4, 2021, Plaintiff Manosh filed a wage-and-hour class action lawsuit in the
12 Superior Court of California, County of Yolo, alleging eight (8) causes of action. (Han Decl.,
13 *supra*, at ¶ 10.)

14 After engaging in extensive discovery, investigations, and negotiation, the Parties remotely
15 attended mediation with the mediator Lynn Frank on March 17, 2022 that did not initially result
16 in a settlement. (Han Decl., *supra*, at ¶ 11.)

17 On March 31, 2023, Plaintiff Clark provided written notice to the California Labor and
18 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 12; Exhibit 3.)

19 After continued negotiations and with the aid of the mediator, the Parties eventually
20 reached a tentative settlement via a mediator’s proposal. (Han Decl., *supra*, at ¶ 13.) In line with
21 the settlement, on October 24, 2023 Plaintiff Manosh filed a First Amended Complaint that
22 adjusted the “Class” definition, added Plaintiff Clark as a named plaintiff, and added a cause of
23 action for violation of Labor Code section 2698, *et seq.* (PAGA). (*Id.* at ¶ 14.)

24 **III. INVESTIGATION/ LITIGATION HISTORY**

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

26 The Parties drafted and propounded form interrogatories, special interrogatories, requests
27 for admission, and requests for production of documents, including a motion to compel responses
28

1 to discovery. (Han Decl., *supra*, at ¶ 16.) The Parties responded to the formal discovery requests
2 and participated in several depositions. (*Ibid.*) The Parties met and conferred and agreed to engage
3 in an informal exchange of information and then eventually remotely attended mediation. (*Ibid.*)

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

9 Based on the information provided by Defendant and interviews with putative class
10 members, Plaintiffs contend – and Defendant denies – Defendant: (1) failed to provide employees
11 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
12 failed to include non-discretionary bonuses and safety incentives in employees' regular rate of pay
13 for purposes of overtime compensation; (4) failed to reimburse employees for necessary business
14 expenses; (5) issued noncompliant wage statements; and (6) is liable for waiting time penalties.
15 (Han Decl., *supra*, at ¶¶ 19-27.)

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

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

18 The Parties attended mediation with an experienced mediator on March 17, 2022. (Han
19 Decl., *supra*, at ¶ 28.) While the Parties did not initially settle at mediation, continued negotiations
20 with the aid of the mediator allowed the Parties to eventually reach a settlement via a mediator's
21 proposal, the terms were memorialized in the Settlement Agreement. (*Id.* at ¶ 28; Exhibits 2, 5.)

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

23 The Settlement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶
24 31.) Though cordial and professional, the settlement negotiations have always been adversarial
25 and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted extensive
26 arm's-length settlement negotiations until an agreement was ultimately reached through further
27 settlement discussions facilitated by the mediator. (*Ibid.*)

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 32.) Plaintiffs and Class Counsel also considered the uncertainty and risk of further litigation,
4 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
5 foregoing, Plaintiffs and Class Counsel believe the Settlement is a fair, adequate, and reasonable
6 settlement and is in the best interests of Class Members. (*Ibid.*)

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

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

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

18 **i. Class Definition**

19 For purposes of settlement only, the Parties have agreed that the Class shall be defined as
20 “all individuals who were employed by Defendant in California as hourly-paid, non-exempt
21 employees during the period from November 5, 2016 through December 12, 2023”. For purposes
22 of PAGA, “eligible aggrieved employees” consist of all individuals who were employed as non-
23 exempt employees by Defendant within California from March 31, 2022, through December 12,
24 2023. The proposed Class consists of around three hundred seventy-two (372) Class Members.

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After all Court-approved deductions from the Gross Settlement Amount, it is estimated \$278,000 (“Net Settlement Amount”) will be paid to Participating Class Members – with a gross *average* Individual Settlement Share estimated at \$747.31. (Han Decl., *supra*, at ¶ 30.)

Participating Class Members will receive a proportionate share of the Net Settlement Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at § III(G)(1)(a).) Individual Settlement Shares will be allocated twenty percent (20%) as wages and eighty percent (80%) as penalties and interests. (*Id.* at § III(G)(2).)

The portion of the PAGA Payment that is to be paid to each Eligible Aggrieved Employee shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at § III(H)(6).) Eligible Aggrieved Employees' portion of the PAGA Payment will be allocated as one hundred percent (100%) penalties. (*Id.* at § III(G)(2).)

Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver the Class List to the Settlement Administrator. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at § III(J)(2)(a).) No later than fourteen (14) calendar days after receiving the Class List, the Settlement Administrator will send the Notice Packet with a Spanish translation to all Class Members identified in the Class List via first-class regular U.S. Mail using the most current mailing address information available. (*Id.* at § III(J)(2)(b).)

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The Gross Settlement Amount will be funded and distributed pursuant to the timeline and manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at §§ III(J)(9)(a), III(J)(9)(b).) Uncashed settlement checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund. (*Id.* at §§ III(H)(6)(a), III(J)(10).)

Upon Defendant's fulfillment of its payment obligations under section III (J)(9)(a) of the Agreement, Class Members, who do not submit a timely and valid request for exclusion, waive, release, promise never to assert in any forum, remise, and forever discharge the Released Parties from all claims, rights, demands, damages, liabilities and causes of action (along with related claims and all associated penalties), in law or in equity, arising at any time during the Class Period and that were alleged or that reasonably could have been alleged based on the facts alleged in the First Amended Complaint and in Plaintiff Clark's letter to the LWDA. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at §§ I(HH), III(K).)

Upon Defendant's fulfillment of its payment obligations under section III (J)(9)(a) of the Agreement, Plaintiff Clark, LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Eligible Aggrieved Employees, waive, release, promise never to assert in any forum, remise, and forever discharge the Released Parties from the Released PAGA Claims. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at §§ I(II), III(L).)

Upon Defendant's fulfillment of its payment obligations under section III (J)(9)(a) of the Agreement, and in exchange for the Class Representative Enhancement Payments to the Plaintiffs, in recognition of their work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs if this matter had not successfully resolved, Plaintiffs provide a general release of claims for themselves and their spouse, heirs, successors, and assigns. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at § III(M).)

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

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

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

16 **IV. ARGUMENT**

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

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

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

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

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

4 . . .

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

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

13 **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

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

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

1 **i. The Settlement Amount of \$650,000 Is Fair and Reasonable**

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

6 The claims are predicated on the purported: (1) failure to properly calculate and pay
7 overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and
8 pay applicable premium wages; (4) failure to timely pay wages; (5) failure to issue compliant wage
9 statements; (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation
10 of Business & Professions Code section 17200, *et seq.* (Han Decl., *supra*, at ¶ 34.) Defendant
11 vehemently denies the theories of liability and contends, as stated above, that all meal and rest
12 breaks were provided in compliance with the law, that all wages were properly paid to Class
13 Members, that it provided final wages in a timely manner, that it provided wage statements in
14 compliance with Labor Code section 226, and that it reimbursed all business expenses. (*Id.* at ¶
15 35.) Defendant further contends to the extent it failed to comply with labor laws, it was due to
16 honest mistakes made in good faith and that Defendant's conduct could not be deemed "willful"
17 under Labor Code section 203. (*Id.* at ¶ 27.) Finally, Defendant argues that if litigation were to
18 continue, it feels confident that it would prevail. (*Id.* at ¶ 35.)

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

25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440

1 **ii. The PAGA Payment of \$50,000 Is Reasonable**

2 The provisions of the Labor Code potentially triggering PAGA penalties in this case
3 include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 510,
4 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at
5 ¶ 46.) Defendant asserted, regardless of the results of the underlying causes of action, PAGA
6 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained it
7 had a strong argument it would be unjust to award maximum PAGA penalties given the law's
8 current unsettled state concerning PAGA penalties. (Han Decl., *supra*, at ¶ 46; *Thurman v.*
9 *Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this
10 authority].) Furthermore, Defendant argued without stacking and limited to the initial violation,
11 the PAGA penalties would be limited to about **\$11,500** (115 employees x \$100 penalty for initial
12 violation on the low end and **\$80,500** (115 employees x \$100 penalty for initial violation x 7
13 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 47-49.)

14 Plaintiffs recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*,
15 at ¶ 50.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*)
16 Allocating \$50,000 to PAGA civil penalties was reasonable given that Defendant is also paying
17 an additional \$600,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in
18 good faith and “there is no indication that [the] amount was the result of self-interest at the expense
19 of other Class Members,” such amounts are reasonable.⁴ (Han Decl., *supra*, at ¶ 50.)

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

22
23 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
24 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
25 Cal.App.4th 1422 [affirming denial of certification].)

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

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$4,160,703.69** on the low end and around **\$4,414,904.69** on the high end. (Han Decl., *supra*, at ¶ 51.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$896,051.44	70%	60%	\$107,526.17
Meal Break Premiums	\$917,783.66	60%	50%	\$183,556.73
Overtime/Minimum Wage: Off-the-Clock Work	\$508,402 to \$762,603	60%	50%	\$101,680.40 to \$152,520.60
Rounding	\$264,841.24	30%	50%	\$92,694.43
Regular Rate	\$66,340.55	30%	40%	\$27,863.03
Unreimbursed Business Expenses	\$204,880	20%	70%	\$49,171.20
Wage Statement Penalty	\$460,000	60%	60%	\$73,600
Waiting Time Penalty	\$842,404.80	60%	60%	\$134,784.77
MAXIMUM TOTAL EXPOSURE	\$4,160,703.69 to \$4,414,904.69⁵			\$770,876.73 to \$821,716.93⁶

The realistic recovery for this case is about **\$770,876.73** on the low end and **\$821,716.93** on the high end. (Han Decl., *supra*, at ¶ 60.) The Gross Settlement Amount is about fifteen percent (14.72%) of the maximum potential exposure and around seventy-nine percent (79.10%) of the maximum realistic exposure at trial, which is a reasonable 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.”

⁵ (Han Decl., *supra*, at ¶¶ 37-45.)

⁶ (*Id.* at ¶¶ 52-59.)

(*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 prevailed at trial and provides a significant recovery for Class Members.

d. Conditional Certification of the Class Is Appropriate

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

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

i. The Proposed Class Is Ascertainable and Sufficiently Numerous

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

1 This case involves approximately three hundred seventy-two (372) Class Members,
2 meaning the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 62; *Ghazaryan v. Diva*
3 *Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as
4 190 current and former employees” is sufficiently numerous].)

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

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

15 **1. Common Issues Predominate**

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

1 Plaintiffs assert common issues of fact and law predominate as to each of the claims
2 alleged. (Han Decl., *supra*, at ¶ 63.) Plaintiffs contend all Class Members were subject to the same
3 or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

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

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

7 Plaintiffs are former employees of Defendant and allege they and Class Members were
8 employed by the same company and injured by the common policies and practices related to the
9 claims described above. (Han Decl., *supra*, at ¶ 64.) Plaintiffs seek relief for these claims and
10 derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment
11 practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

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

13 Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 65.)
14 Plaintiffs conducted themselves diligently and responsibly in representing the Class in this
15 litigation, understand the fiduciary obligations, and actively participated in the prosecution of this
16 case. (*Ibid.*) Plaintiffs spent time in meetings and conferences with Class Counsel to provide them
17 with a complete understanding of the work experience and environment. (*Ibid.*) Plaintiffs also
18 have no interest averse to the interests of the other Class Members. (*Ibid.*)

19 **4. Class Action Is Superior for the Fair and Efficient Adjudication** 20 **of this Controversy**

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

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

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

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

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

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

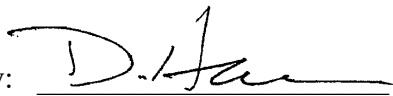
14 The Notice Packet meets all these requirements. The Notice Packet advises Class Members
15 of their right to participate in the Settlement, how and when to object to or request exclusion from
16 the Settlement, and date, time, and location of the Final Approval Hearing.

17 **V. CONCLUSION**

18 Plaintiffs submit the Settlement is in the Class’s best interests. Under the applicable class
19 action criteria and guidelines, the Settlement should be preliminarily approved by the Court, Class
20 should be conditionally certified for settlement purposes, and Notice Packet should be approved.

21
22 Dated: December 11, 2023

JUSTICE LAW CORPORATION

23
24 By: 
25 Douglas Han
26 Attorneys for Plaintiffs
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On December 11, 2023, I served the foregoing document described as

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

for the following case: **Manosh v. Four Wheel Campers, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM- 945613-23**
Court Case No.: CV2021-0808
Yolo 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

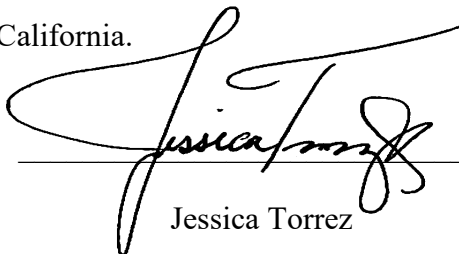
[X] BY ELECTRONIC SUBMISSION

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 December 11, 2023, at Pasadena, California.



Jessica Torrez