

Clerk of the Superior Court
By T. Automation , Deputy Clerk

Brooke B. Nevels (SBN 302994)
Christopher E. Nichols (SBN 316417)
NEVELS NICHOLS, LLP
10650 Treana Street, Suite 212
San Diego, CA 92131
Telephone: (619) 374-1100
Email: BNevels@NevelsNichols.com
Email: CNichols@NevelsNichols.com
Please also serve: Service@NevelsNichols.com

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CIVIL UNLIMITED DIVISION

RUTH JOY SEGOVIA; FARANAK
KIANFAR; DIEMVY PHAM; LISA
MATHEWS FITZGIBBONS; CYNTHIA
GUERRERO; and RENE AMEL PERALTA;
as individuals, on behalf of others similarly
situated, and on behalf other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

ARTEMIS HEADLANDS, LLC, a
Delaware corporation; MAURO
ORMEDILLA, an individual; and DOES 1
through 25, inclusive,

Defendants.

CASE NO. 24CU020914C

**MEMORANDUM OF POINTS AND
AUTHORITIES FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

*Assigned for All Purposes to Dept. C-75
Hon. James Mangione*

Date: January 23, 2026
Time: 9:00 a.m.
Dept: C-75

///

///

///

///

///

///

///

TABLE OF CONTENTS

I. INTRODUCTION -----	5
II. DESCRIPTION OF THE SETTLEMENT -----	7
III. CASE BACKGROUND -----	12
IV. THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT TO GRANT PRELIMINARY APPROVAL -----	13
A. THE ROLE OF THE COURT IN THE PRELIMINARY APPROVAL OF A CLASS ACTION SETTLEMENT -----	15
B. FACTORS CONSIDERED IN GRANTING PRELIMINARILY APPROVAL -----	16
C. THE SETTLEMENT IS THE PRODUCT OF ARM'S LENGTH NEGOTIATIONS -----	16
D. THE SETTLEMENT FALLS WITHIN THE RANGE OF APPROVAL -----	19
E. THE SETTLEMENT DOES NOT IMPROPERLY GRANT PREFERENTIAL TREATMENT TO CLASS REPRESENTATIVES -----	20
F. THE STAGE OF THE PROCEEDINGS ARE SUFFICIENTLY ADVANCED TO PERMIT PRELIMINARY APPROVAL -----	22
V. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES -----	23
A. CALIFORNIA CODE OF CIVIL PROCEDURE § 382 -----	24
B. THE PROPOSED CLASS IS ASCERTAINABLE AND NUMEROUS -----	24
C. COMMON ISSUES OF LAW AND FACT PREDOMINATE -----	25
D. THE CLAIMS OF PLAINTIFFS ARE TYPICAL OF THE SETTLEMENT CLASS MEMBERS -----	26
E. THE CLASS REPRESENTATION FAIRLY AND ADEQUATELY PROTECTED THE CLASS -----	26
VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE -----	28
VII. CONCLUSION -----	29

TABLE OF AUTHORITIES

CASES

<i>Boggs v. Divested Atomic Corp.</i> , 141 F.R.D. 58, 67 (S.D. Ohio 1991) -----	26
<i>Bowles v. Superior Court</i> , 44 Cal.2d 574 (1955)-----	23
<i>Brinker Rest. Corp. v. Superior Ct.</i> , 53 Cal. 4th 1004, 1021, 273 P.3d 513, 523 (2012) -----	23
Cellphone Termination Fee Cases, 180 Cal.App.4th 1110, 1117-18 (2009) -----	13
<i>Cho v. Seagate Tech. Holdings, Inc.</i> , 177 Cal. App. 4th 734, 742-45 (2009) -----	14
<i>Dunk v. Foot Locker Retail, Inc.</i> (1996) 48 Cal.App.4th 1794, 1801 -----	12, 13, 15, 17
<i>Gautreaux v. Pierce</i> , 690 F.2d 616, 621 n.3 (7th Cir. 1982)-----	14
<i>Ghazaryan v. Diva Limousine, Ltd.</i> , 169 Cal. App. 4th 1524, 1536 (2008) -----	24
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011, 1026 (9th Cir. 1998)-----	19, 25
<i>Holman v. Experian Info. Solutions, Inc.</i> , 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014)---	21
<i>In re Mego Financial Corp. Securities Litigation</i> , 213 F.3d 454, 458 (9th Cir. 2000)-----	20, 22
<i>In re Tableware Antitrust Litig.</i> , 484 F.Supp. 2d 1078, 1079 (N.D. Cal. 2007)-----	16
<i>In re Wash. Public Power Supply System Sec. Litig.</i> , 720 F. Supp. 1379, 1392 (D. Ariz. 1989) -----	15, 18
<i>Kirkorian v. Borelli</i> , 695 F. Supp. 446, 451 (N.D. Cal. 1988)-----	15
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116, 129-130-----	12, 17
<i>Linder v. Thrifty Oil Co.</i> , 23 Cal. 4th 429, 439-440 (2003)-----	24
<i>Louie v. Kaiser Foundation Health Plan, Inc.</i> , 2008 WL 4473183, *7 (S.D.Cal. 2008)-----	21
<i>Mathein v. Pier 1 Imps. (U.S.), Inc.</i> , 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)-----	21
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal. App. 4th 399, 412, 112 Cal. Rptr. 3d 324, 335 (2010) -----	21
<i>Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.</i> , 221 F.R.D. 523, 528 (C.D. Cal. 2004) ----	15
<i>Noel v. Thrifty Payless, Inc.</i> , 7 Cal. 5th 955, 980, 445 P.3d 626, 643 (2019) -----	24
<i>Nordstrom Comm'n Cases</i> , 186 Cal. App. 4th 576, 581 (2010)-----	13
<i>Officers for Justice v. Civil Serv. Comm'n</i> , 688 F.2d 615, 625 (9th Cir. 1982) -----	13, 15

1	<i>Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson</i> , 390 U.S.	
2	414, 424-25 (1968)-----	15
3	<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926, 934 (1981) -----	24
4	<i>Saucillo v. Peck</i> , (9th Cir. 2022) 25 F.4th 1118, 1133-----	14
5	<i>Sav-On Drug Stores, Inc. v. Superior Court</i> , 34 Cal. 4th 319, 326 (2004) -----	23, 24, 26
6	<i>Sayaman v. Baxter Healthcare Corp.</i> , 2010 U.S. Dist. LEXIS 151997, *3 (C.D. Cal. 2010) --	14
7	<i>Tate v. Weyerhaeuser Co.</i> , 723 F.2d 598, 608 (8th Cir. 1983) -----	25
8	<i>Valentino v. Carter-Wallace, Inc.</i> , 97 F.3d 1227, 1234 (9th Cir. 1996)-----	26
9	<i>Weinberger v. Kendrick</i> , 698 F.2d 61, 73 (2d Cir. 1982) -----	15
10	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224, 245 (2001) -----	14, 15

STATUTES

13	Cal. Bus. & Prof. Code sections 17200, et seq.-----	12
14	Cal. Code Civ. Proc. § 382 -----	22
15	Cal. Lab. Code § 1102.5 -----	7, 12
16	Cal. Lab. Code § 1194 -----	12
17	Cal. Lab. Code § 1197 -----	12
18	Cal. Lab. Code § 1197.1 -----	12
19	Cal. Lab. Code § 1198 -----	12
20	Cal. Lab. Code § 201 -----	12
21	Cal. Lab. Code § 202 -----	12
22	Cal. Lab. Code § 203 -----	12
23	Cal. Lab. Code § 226 -----	12
24	Cal. Lab. Code § 226.7-----	12
25	Cal. Lab. Code § 2698 -----	12
26	Cal. Lab. Code § 2699.3 -----	12
27	Cal. Lab. Code § 2802 -----	12
28	Cal. Lab. Code § 510-----	12

MEMORANDUM OF POINTS AND AUTHORITIES FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT

1 Cal. Lab. Code § 512-----12

2 California Code of Civil Procedure § 382-----23

3
4 RULES

5 Cal. Rules of Court, rule 3.769 ----- 13, 28

6 Rules of Court 3.766 -----28

7
8 TREATISES

9 2 H. Newberg & A. Conte, Newberg on Class Actions (3d ed. 1992) at §11.41, p.11-87.

10 California -----12, 14, 23

11 3B J. Moore, Moore's Federal Practice §§23.80 - 23.85 (2003)-----14

12 Manual for Complex Litigation, Second §30.44 (1993)----- 13, 15

13
14 **I. INTRODUCTION**

15 Plaintiffs RUTH JOY SEGOVIA, FARANAK KIANFAR, DIEMVY PHAM, LISA
16 MATHEWS FITZGIBBONS, CYNTHIA GUERRERO, and RENE AMEL PERALTA
17 (collectively “Plaintiffs”) submit the following memorandum of points and authorities in support
18 of the unopposed motion for preliminary approval of the proposed class action and Private
19 Attorneys General Act (“PAGA”) settlement with Defendant ARTEMIS HEADLANDS, LLC,
20 a Delaware Corporation (“Artemis Headlands” or “Defendant”), and seeks an entry of an order
for:

21 (1) preliminarily approving the proposed settlement of this class and PAGA action with
22 Defendant;

23 (2) for settlement purposes only, conditionally certifying the class, which is comprised of
24 “all individuals who are or were employed by Artemis Headlands as non-exempt hourly
25 employees in California during the Class Period”;

26 (3) provisionally appointing Plaintiffs RUTH JOY SEGOVIA, FARANAK KIANFAR,
27 DIEMVY PHAM, LISA MATHEWS FITZGIBBONS, CYNTHIA GUERRERO, and RENE
28 AMEL PERALTA as the Class and PAGA representatives;

1 (4) provisionally appointing Brooke B. Nevels and Christopher E. Nichols of NEVELS
2 NICHOLS, LLP, as Class Counsel for the Class;

3 (5) approving the form and method for providing notice to the class and aggrieved
4 employees;

5 (6) directing that notice of the proposed settlement be given to the class and aggrieved
6 employees;

7 (7) appointing ILYM Group, Inc., as the Settlement Administrator;

8 (8) and scheduling a final approval hearing date to consider Plaintiffs' Motion for Final
9 Approval of the Settlement and entry of the judgment.

10 Plaintiffs and Defendant (collectively the "Parties") have reached a full and final
11 settlement of the above-captioned action, which is embodied in the Class Action and PAGA
12 Settlement Agreement ("Agreement") attached to the Declaration of Brooke B. Nevels ("Decl.
13 Nevels") Paragraph 3, Ex. 1.¹

14 As consideration for this Settlement, the Gross Settlement Amount is Four Hundred and
15 Eighty-Five Thousand Dollars (\$485,000.00) to be paid by Defendant, as set forth in the
16 Agreement. The Gross Settlement Amount will settle all issues pending in the Action between
17 the Parties and will be made in full and final settlement of the Released Class Claims and
18 Released PAGA Claims. The Gross Settlement Amount includes all payments to the Individual
19 Class Payment, the PAGA Settlement Amount (including PAGA Employee Amount to be paid
20 to Aggrieved Employees and the LWDA PAGA Payment), Class Counsel Fees, Class Counsel
21 Expenses, Class Representative Service Payment (including the additional individual payment to
22 Plaintiff RUTH JOY SEGOVIA ("Segovia")), the Administrator's Expenses. The Settlement is
23 all-in with no reversion to Defendant. (See Decl. of Nevels ¶ 3, Ex 1).

24
25
26
27
28 ¹ Capitalized terms shall have the same meaning as defined in the Agreement.

Under the terms of the Agreement, Defendant will not oppose Class Counsels' application for a reasonable award of attorney's fees not to exceed 33.33% (\$161,650.50), Class Counsels' litigation expenses not to exceed \$30,000, Administrator expenses not to exceed \$15,000, PAGA penalties of \$30,000 (of which 65% will be paid to the LWDA and the remaining 35% to be paid to the Aggrieved Employees), The Representative Service Payment of \$30,000 to Plaintiffs (with each Plaintiff receiving five thousand (\$5,000)), and the individual Payment to Plaintiff Segovia for Plaintiff Segovia's individual claim for Retaliation in Violation of Cal. Lab. Code § 1102.5. (See Decl. of Nevels ¶ 13).

After all Court-approved deductions from the Gross Settlement Amount, it is estimated that \$198,349.50 will be available to pay the CRU Class Members and the Non-CRU Class Members, which consists of approximately 6 who do not opt-out of the settlement, as follows:

	Total Amount
<i>Gross Settlement Amount</i>	\$485,000.00
Attorneys' Fees (33.33%)	\$161,650.50
Litigation Expenses	\$30,000.00
Administrator Costs	\$15,000.00
PAGA Penalties	\$30,000.00
Representative Award for Plaintiffs	\$30,000.00
Individual Award to Plaintiff Segovia	\$20,000.00
Net Settlement Amount	\$198,349.50

Because the settlement is fair and reasonable and was negotiated at arm's length by experienced counsel and two mediations with experienced mediators following a sufficient exchange of information and documents in advance of mediation, the settlement should be preliminarily approved. Plaintiffs respectfully requests that the Court enter an order preliminarily approving the Agreement and enter the proposed order submitted herewith.

II. DESCRIPTION OF THE SETTLEMENT

The Gross Settlement Amount is Four Hundred Eighty-Five Thousand Dollars (\$485,000.00). (Agreement at ¶ 1.24, see Decl. of Nevels ¶ 13). Under the Settlement, the Gross Settlement Amount consists of the following:

- (1) Individual Class Payments (Agreement at ¶ 1.24);

- (2) Individual PAGA Payments (Agreement at ¶ 1.24);
- (3) LWDA PAGA Payment (Agreement at ¶ 1.24);
- (4) Class Counsel Fees and Class Counsel Expenses (Agreement at ¶ 1.24);
- (5) Class Representative Service Payment (Agreement at ¶ 1.24);
- (6) Administrator's Expenses (Agreement ¶ 1.24).

Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 10 court days after the Effective Date, provided the Settlement Administrator has provided the wire transfer information at least 5 court days in advance. (Agreement at ¶ 4.3, see Decl. of Nevels ¶ 14). The Effective Date means the later of (a) the last date to appeal final approval and judgment by the Court and no appeal is filed, or (b) if an appeal, review, or writ is sought from the Judgment, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review. (Agreement at ¶ 1.20, see Decl. of Nevels ¶ 14).

Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks or initiate wire transfers for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (Agreement at ¶ 4.4, see Decl. of Nevels ¶ 15).

The Net Settlement Amount means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (Agreement at ¶ 1.30, see Decl. of Nevels ¶ 16). The remainder is to be paid to Participating Class Members as Individual Class Payments. (Agreement at ¶ 1.30). Participating Class Members is a Class

1 Member who does not submit a valid and timely Request for Exclusion from the Settlement.
2 (Agreement at ¶ 1.38).

3 The Individual Class Payments will be calculated by determining whether the class
4 member is a CRU Class Member or Non-CRU Class Member. If the class member is a CRU
5 Class Member, then their payment is determined by(a) multiplying the Net Settlement Amount
6 by .75, and (b) dividing that product by the total number of Workweeks worked by all CRU Class
7 Members during the Class Period, and lastly (c) multiplying the result by each individual
8 Participating CRU Class Member's Workweeks. (Agreement at ¶ 3.2.4.1, see Decl. of Nevels ¶
9 17). If the class member is a Non-CRU Class Member, then their payment is determined by(a)
10 multiplying the Net Settlement Amount by .25, (b) dividing that product by the total number of
11 Workweeks worked by all Non-CRU Class Members during the Class Period, and (c) multiplying
12 the result by each individual Participating Non-CRU Class Member's Workweeks. (Agreement
13 at ¶ 3.2.4.2, see Decl. of Nevels ¶ 17). PAGA Penalties in the amount of thirty thousand (\$30,000)
14 are to be paid from the Gross Settlement Amount, with 65% (\$19,500) allocated to the LWDA
15 PAGA Payment and 35% (\$10,500) allocated to the Individual PAGA Payments. (Agreement at
16 ¶1.37) The Administrator will calculate each Individual PAGA Payment by (a) dividing the
17 Individual Paga Allocation (\$10,500) by the total number of PAGA Period Pay Periods worked
18 by all PAGA Members during the PAGA Period, and (b) multiplying the result by each PAGA
19 Member's PAGA Period Pay Periods to determine each Individual PAGA Payment allocation.
20 (Agreement at ¶ 3.2.6.1). Workweeks will be based on Defendant's records, however, each Class
21 Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14
22 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class
23 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
24 (Agreement at ¶ 7.4.4, see Decl. of Nevels ¶ 17).

25 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement
26 must send the Administrator, by fax, email, or U.S. mail, a signed written Request for Exclusion
27 not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days
28 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter or

1 completed Exclusion form from a Class Member or his/her representative that reasonably
2 communicates the Class Member's election to be excluded from the Settlement and includes the
3 Class Member's name, address and email address or telephone number. To be valid, a Request
4 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
5 (Agreement at ¶ 7.5.1, see Decl. of Nevels ¶ 18). If the Administrator has reason to question the
6 authenticity of a Request for Exclusion, the Administrator may demand additional proof of the
7 Class Member's identity. The Administrator's determination of authenticity shall be final and not
8 appealable or otherwise susceptible to challenge. (Agreement at ¶ 7.5.2, see Decl. of Nevels ¶
9 18).

10 Every Class Member who does not submit a timely and valid Request for Exclusion
11 accepted by the Administrator is deemed to be a Participating Class Member under this
12 Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement,
13 including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement,
14 regardless of whether the Participating Class Member actually receives the Class Notice or
15 objects to the Settlement. (Agreement at ¶ 7.5.3, see Decl. of Nevels ¶ 21).

16 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
17 Participating Class Member and shall not receive an Individual Class Payment or have the right
18 to object to the class action components of the Settlement. Class Members who are also
19 Aggrieved Employees shall receive an Individual PAGA Payment regardless of whether they
20 submit a Request or Exclusion from the Class Settlement. (Agreement at ¶ 7.5.4., see Decl. of
21 Nevels ¶ 22). Because future PAGA claims are subject to claim preclusion upon entry of the
22 Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to
23 release the claims identified in paragraph 5.3 of the Agreement and are eligible for an Individual
24 PAGA Payment. (*Id.*). Finally, the Class Notice will advise the Participating Class Members of
25 their right to object to class action components of the Settlement and/or the Agreement, including
26 contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees
27 Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service
28 Payment. (Agreement at ¶ 7.7.1, see Decl. of Nevels ¶ 23).

1 The Administrator will issue checks for the Individual Class Payments and the Individual
2 PAGA Payments and send them to all Settlement Class Members via First Class U.S. Mail,
3 postage prepaid. (Agreement at ¶ 4.4.1, see Decl. of Nevels ¶ 24). The face of each check shall
4 prominently state the date (not less than 180 days after the date of mailing) when the check will
5 be voided. (*Id.*). The Administrator will cancel all checks not cashed by the void date. (*Id.*). The
6 Administrator will send checks for Individual Class Payments to all Participating Class Members
7 (including those for whom Class Notice was returned undelivered). (*Id.*). The Administrator will
8 send checks for Individual PAGA Payments to all PAGA Members including Non-Participating
9 Class Members who qualify as PAGA Members (including those for whom Class Notice was
10 returned undelivered). (*Id.*). Before mailing any checks, the Settlement Administrator must
11 update the recipients' mailing addresses using the National Change of Address Database. (*Id.*).

12 For any Class Member whose Individual Class Payment check or Individual PAGA
13 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
14 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
15 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
16 California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 4.3.3 see Decl. of
17 Nevels ¶ 24).

18 The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator. From
19 the Gross Settlement Amount, the Administrator shall be paid the Administrator Expenses
20 Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court.
21 (Agreement at ¶ 3.2.3, see Decl. of Nevels ¶ 25). To the extent the Administration Expenses are
22 less, or the Court approves payment less than \$15,000, the Administrator will put the remainder
23 in the Net Settlement Amount. (*Id.*).

24 Subject to Court Approval, the Agreement provides for Class Counsel to be awarded a
25 sum not to exceed 33.33% of the Gross Settlement Amount, as the Class Counsel Fees Payment.
26 (Agreement at ¶ 3.2.2). Class Counsel will also be allowed to apply separately for an award of
27 Class Counsel Litigation Expenses Payment in an amount not to exceed \$30,000. (*Id.*) Subject to
28 Court approval, the Agreement provides for Class Representative Service Payment in the amount

no more than \$30,000 to Plaintiffs (which is \$5,000 for each individual Plaintiff). (Agreement at ¶ 3.2.1). Subject to Court approval, the Agreement provides for Payment to Plaintiff Segovia of \$20,000 for her individual claim of Retaliation in Violation of Cal. Lab. Code § 1102.5. (*Id.*). As set forth in the accompany proof of service, the LWDA has been served with this motion and the Agreement. (See Decl. of Nevels ¶ 58).

III. CASE BACKGROUND

Defendant Artemis Headlands, LLC, is an institute for clinical research. Plaintiffs, the aggrieved employees, and putative class members were employed by Defendant as non-exempt hourly employees. On October 31, 2024, Plaintiffs filed their Class Action Complaint. On or around October 9, 2025, Plaintiffs served Defendant and the LWDA to provide notice of Defendant's alleged labor code violations pursuant to Labor Code section 2699.3, subd. (a). On December 10, 2025, Plaintiffs filed a Stipulation for Leave to File First Amended Class Action Complaint, which contains a new Cause of Action for Violation of Private Attorney General Act and is still awaiting to be processed by this Court. The alleged Labor Code violations in the First Amended Class Action Complaint include: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum and Overtime Compensation in Violation of Cal. Lab. Code §§ 510, 1194, 1197, 1197.1, and 1198; (3) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (4) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202, 203; (5) Failure to Provide Meal and Rest Breaks in Violation of Cal. Lab. Code §§ 226.7, 512; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Retaliation in Violation of Cal. Lab. Code § 1102.5; and, (8) Violation of Cal. Lab. Code § 2698, et seq.

The Parties engaged in investigation and exchange of documents and information in connection with the Actions for over one year, which permitted Class Counsel to perform a thorough analysis of the claims. Additionally, Plaintiffs hired an economic damages expert Eric Lietzow of Desmond, Marcello & Amster to review Defendant's records (time sheets, pay stubs, etc.) so that he could provide a damages summary. Specifically, prior to the August 2025 mediation, Plaintiff obtained, through discovery, voluminous company records and documents,

1 including payroll data, key data points, as well as data regarding the number of Pay Periods and
2 Work Weeks at issue in this action. Plaintiffs' also received searchable data for all the class
3 members to fully assess the extent of damages, including a class roster which showed the start
4 and termination dates for all of the class members. Plaintiffs' investigation was sufficient to
5 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48
6 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
7 130 ("Dunk/Kullar"). After conducting an investigation of the law and facts relating to the claims
8 asserted, and taking into account the sharply contested issues involved, the expense and time
9 necessary to pursue the matter through trial, the risks and costs of further prosecution, the risk of
10 an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be
11 received by Plaintiffs and the Class Members pursuant to this Agreement, that a settlement with
12 Defendant on the terms and conditions set forth in the Agreement is fair, reasonable, adequate,
13 and in the best interests of the Settlement Class Members.

14 Plaintiffs believe Defendant will conclude that, because of the substantial expense of
15 defending this action, the length of time necessary to resolve the issues presented herein, the
16 inconvenience involved, it is in its best interests to accept the terms of the Settlement. However,
17 Plaintiffs are under the understanding that Defendant desires to settle the claims for the purpose
18 of avoiding the burden, expense, and uncertainty of continuing to defend the action and for the
19 purpose of putting to rest the controversies engendered by the claims in this matter.

20 **IV. THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT**
21 **TO GRANT PRELIMINARY APPROVAL**

22 When a proposed class-wide settlement is reached, the settlement must be submitted to
23 the court for approval. 2 H. Newberg & A. Conte, *Newberg on Class Actions* (3d ed. 1992) at
24 §11.41, p.11-87. California "[p]ublic policy generally favors the compromise of complex class
25 action litigation." *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 581 (2010) quoting
26 *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117-18 (2009). Class action
27 settlements are approved where the proposed settlement is "fair, adequate and reasonable." *Dunk*
28 *v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) (citing *Officers for Justice v. Civil Serv.*

1 *Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), cert. denied, 459 U.S. 1217 (1983)). Preliminary
2 approval is the first of three steps that comprise the approval procedure for settlements of class
3 actions. The second step is the dissemination of notice of the settlement to all class members.
4 The third step is a final settlement approval hearing, at which evidence and argument concerning
5 the fairness, adequacy, and reasonableness of the settlement may be presented, and class
6 members may be heard regarding the settlement. See *Dunk v. Ford Motor Co.*, 48 Cal.App.4th
7 1794, 1801 (1996); Manual for Complex Litigation, Second §30.44 (1993); Cal. Rules of Court,
8 rule 3.769.

9 The primary question presented on an application for preliminary approval of a proposed
10 class action settlement is whether the proposed settlement is “within the range of possible
11 approval.” Manual for Complex Litigation, Second §30.44 at 229; *Gautreaux v. Pierce*, 690 F.2d
12 616, 621 n.3 (7th Cir. 1982).² Preliminary approval is merely the prerequisite to giving notice so
13 that “the proposed settlement... may be submitted to members of the prospective Class for their
14 acceptance or rejection.” *Sayaman v. Baxter Healthcare Corp.*, 2010 U.S. Dist. LEXIS 151997,
15 *3 (C.D. Cal. 2010). There is “a presumption of fairness . . . where . . . [a] settlement is reached
16 through arms-length bargaining.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245
17 (2001) (citation omitted);³ see also *Cho v. Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th 734,
18 742-45 (2009) (upholding trial court's determination that settlement was “fair, reasonable and
19 adequate” where the settlement “provided valuable benefits to the class . . . that were ‘particularly
20 valuable in light of the risks plaintiff would have faced if she proceeded to litigate her case.’”);
21 *Newberg*, 3d Ed., §11.41, p.11-88. “[C]ourts *must* apply a more searching review for a pre-class

22
23
24 ² California courts look to federal authority on class actions. *Vasquez v. Superior Court*, 4 Cal.3d 800, 821
25 (1971). “It is well established that in the absence of relevant state precedents trial courts are urged to follow the
26 procedures prescribed in Rule 23 of the Federal Rules of Civil Procedure for conducting class actions.” *Frazier v.*
City of Richmond, 184 Cal. App.3d 1491, 1499 (1986), citing *Green v. Obledo*, 29 Cal.3d 126, 145-146 (1981).

27 ³ Recent appellate court developments suggest that courts should not “presume” fairness and still must conduct a
28 searching inquiry of a settlement, but nonetheless the opinions of counsel, experience of counsel, and amount of
discovery and arms’ length negotiations all remain factors under the advisory comments to Rule 23(e). In the
aggregate, where a settlement shows no signs of collusion and a non-disproportionate remedy going to the Class, as
opposed to counsel, as is the case here, there remains a strong inference of fairness.

1 certification settlement.” *Saucillo v. Peck*, (9th Cir. 2022) 25 F.4th 1118, 1133 (holding that
2 blanket presumptions of fairness without such a searching review are in error and holding that
3 such elements as arms’ length negotiations and experience of counsel should be treated as a factor
4 instead). However, the ultimate question of whether the proposed settlement is fair, reasonable
5 and adequate is made after notice of the settlement is given to the class members and a final
6 settlement hearing is held by the Court.

7 **A. The Role of the Court in the Preliminary Approval of a Class Action Settlement**

8 The approval of a proposed settlement of a class action suit is a matter within the broad
9 discretion of the trial court. *Wershba, supra*, 91 Cal.App.4th at 234-235; *Dunk*, 48 Cal.App.4th
10 1794. Preliminary approval does not require the trial court to answer the ultimate question of
11 whether a proposed settlement is fair, reasonable and adequate. That final determination is made
12 only after notice of the settlement has been given to the class members and after they have been
13 given an opportunity to voice their views of the settlement or to be excluded from the settlement.
14 3B J. Moore, *Moore's Federal Practice* §§23.80 - 23.85 (2003).

15 In considering a potential settlement for preliminary approval purposes, the trial court
16 does not have to reach any ultimate conclusions on the issues of fact and law which underlie the
17 merits of the dispute and need not engage in a trial on the merits. *Wershba, supra*, 91 Cal.App.4th
18 at 239-40; *Dunk, supra*, 48 Cal.App. 4th at 1807. The Ninth Circuit explains, “the very essence
19 of a settlement is compromise, ‘a yielding of absolutes and an abandoning of highest hopes.’”
20 *Officers for Justice*, 688 F.2d at 624. The question whether a proposed settlement is fair,
21 reasonable and adequate necessarily requires a judgment and evaluation by the attorneys for the
22 parties based upon a comparison of “the terms of the compromise with the likely rewards of
23 litigation.” *Weinberger v. Kendrick*, 698 F.2d 61, 73 (2d Cir. 1982), cert. denied 464 U.S. 818
24 (1983) (quoting *Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v.*
25 *Anderson*, 390 U.S. 414, 424-25 (1968)). Thus, when analyzing the settlement, the amount is
26 “not to be judged against a hypothetical or speculative measure of what might have been achieved
27 by the negotiators.” *Officers for Justice*, 688 F.2d at 625, 628.

1 With regard to class action settlements, the opinions of counsel should be given
2 considerable weight both because of counsel's familiarity with this litigation and previous
3 experience with cases such as these. *Officers for Justice*, 688 F.2d at 625; *In re Wash. Public*
4 *Power Supply System Sec. Litig.*, 720 F. Supp. 1379, 1392 (D. Ariz. 1989); *Kirkorian v. Borelli*,
5 *695 F. Supp.* 446, 451 (N.D. Cal. 1988); As a result, courts hold that the recommendation of
6 counsel is entitled to significant weight. *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221
7 F.R.D. 523, 528 (C.D. Cal. 2004).

8 **B. Factors Considered In Granting Preliminary Approval**

9 A number of factors are to be considered in evaluating a settlement for purposes of
10 preliminary approval. In determining whether to grant preliminary approval, the court considers
11 whether the "(1) the proposed settlement appears to be the product of serious, informed, non-
12 collusive negotiations, (2) has no obvious deficiencies, (3) does not improperly grant preferential
13 treatment to class representatives or segments of the class, and (4) falls within the range of
14 possible approval." *In re Tableware Antitrust Litig.*, 484 F.Supp. 2d 1078, 1079 (N.D. Cal. 2007).
15 No one factor should be determinative, but rather all factors should be considered. The analysis
16 has been summarized as follows:

17 If the proposed settlement appears to be the product of serious, informed,
18 noncollusive negotiations, has no obvious deficiencies, does not improperly grant
19 preferential treatment to class representatives or segments of the class, and falls
20 within the range of possible approval, then the court should direct that notice be
21 given to the class members of a formal fairness hearing, at which evidence may
22 be presented in support of and in opposition to the settlement.
23 *Manual of Complex Litigation, Second* § 30.44, at 229.

24 Here, the Agreement meets all of these criteria for preliminary approval.

25 **C. The Settlement is the Product of Arm's Length Negotiations**

26 The Settlement is the result of extensive and hard-fought litigation as well as negotiations
27 before experienced and well-respected mediators. Defendant has expressly denied and continues
28 to deny any wrongdoing or legal liability arising out of the conduct alleged in the Actions.

1 Plaintiff and Class Counsel have determined that it is desirable and beneficial to the Class to
2 resolve the Actions in accordance with the Agreement upon full funding of the Agreement.⁴

3 Class Counsel are experienced and qualified to evaluate the class claims, the defenses
4 asserted, and the risks and benefits of trial and settlement, and Class Counsel are particularly
5 experienced in wage and hour employment class actions, as Class Counsel has previously
6 litigated and certified similar claims against other employers. (Decl. Nevels at ¶ 31). The view
7 of qualified and well-informed counsel that a class action settlement is fair, adequate, and
8 reasonable is entitled to significant weight. See *Kullar v. Foot Locker*, 168 Cal. App. 4th 116,
9 133 (2008) (the trial court "undoubtedly should continue to place reliance on the competence and
10 integrity of counsel, the involvement of a qualified mediator, and the paucity of objectors to the
11 settlement."); *Dunk*, 48 Cal. App. 4th at 1802.

12 In May 2025, Plaintiffs, through their attorneys, and Defendant Artemis Headlands,
13 through their attorneys, attended mediation with Honorable Lisa Cole. The mediation was
14 unsuccessful and it was determined that more documents were needed to assess liability. On
15 August 14, 2025, all Parties participated in another mediation with Kelly A. Knight. Mr. Knight
16 is well respected and experienced with wage and hour class actions.

17 Before the August 2025 mediation, Plaintiffs received an updated class list, containing
18 putative class contact information, which Class Counsel made diligent efforts and expended time
19 in attempting to gather information from the putative class members.

20 In preparation for the mediation, Defendant provided Class Counsel with documents,
21 including payroll data and data concerning the composition of the Class Members. (See Decl. of
22 Nevels ¶ 38). Class Counsel analyzed the data and provided it to their economic damages expert
23 Eric Lietzow. Plaintiffs prepared and submitted a mediation brief and damages valuation that
24

25
26
27 ⁴ The release applicable to the Settlement Class is tethered to allegations in the Actions, the Operative Complaint,
28 and the letters submitted to the LWDA.

1 was prepared by their expert to the Mediator Mr. Knight, which resulted in the settlement of the
2 Actions. (See Decl. of Nevels ¶ 39). The final settlement terms were negotiated and set forth in
3 the Agreement now presented for this Court’s approval. Importantly, Plaintiff and Class Counsel
4 believe that this Settlement is fair, reasonable and adequate.

5 Class Counsel has conducted a thorough investigation into the facts of the class action.
6 Over the course of over one year, Class Counsel has diligently evaluated the Class Members’
7 claims against Defendant. Prior to the settlement negotiations, counsel for Defendant provided
8 Class Counsel with access to necessary information for the Class. In addition, Class Counsel
9 previously negotiated settlements with other employers in actions involving nearly identical
10 issues and analogous defenses. Based on the foregoing data and their own independent
11 investigation, evaluation and experience, Class Counsel believes that the settlement with
12 Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the
13 best interest of the class in light of all known facts and circumstances, including the risk of
14 significant delay, defenses asserted by Defendant, and potential appellate issues. (See Decl. of
15 Nevels ¶ 31).

16 Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and
17 trying these Actions against Defendant through possible appeals which could take several years.
18 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially
19 in complex class actions such as these Actions. Class Counsel is also mindful of and recognize
20 the inherent problems of proof under, and alleged defenses to, the claims asserted in the Actions.
21 Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set
22 forth in the Agreement is in the best interest of the Settlement Class Members. (See Decl. Nevels
23 ¶ 46).

24 Here, there can be no dispute that the litigation has been hard-fought with aggressive and
25 capable advocacy on both sides. The Parties were represented by experienced and capable
26 counsel who zealously advocated their positions. Accordingly, “[t]here is likewise every reason
27 to conclude that settlement negotiations were vigorously conducted at arms’ length and without
28

any suggestion of undue influence.” *In re Wash. Public Power Supply System Sec. Litig.*, 720 F. Supp. at 1392.

D. The Settlement Falls Within the Range of Approval

The proposed settlement is well within the range of approval. All Class Members will receive an opportunity to participate in the settlement and receive payment. At the time of settlement, Defendant estimates there were **63** CRU Class Members and **126** Non-CRU Class Members, who collectively worked approximately **11,783** Workweeks during the Class Period. (Agreement at ¶ 8). Defendant also estimated at the time of settlement and mediation that there are **68** Aggrieved Employees who worked during the PAGA Period.

Using the estimated Net Settlement Amount, each CRU Class Member would receive approximately **\$35.01** per workweek, and each Non-CRU Class Member would receive approximately **\$6.58** per workweek. Since there are **11,783** Workweeks (**4249** CRU Class Member Workweeks and **7534** Non-CRU Class Member Workweeks) at issue during the Class Period, on average, a CRU Class Member would receive **\$2,361.23** and Non-CRU Class member would receive **\$393.44**.⁵ (See Decl. of Nevels ¶ 53). Where both sides face significant uncertainty, including the risk for obtaining class certification, the attendant risks favor settlement. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by Defendants present serious threats to the claims of Plaintiffs and the other Settlement Class Members. Defendants likely would assert that Defendant’s employment practices complied with all applicable Labor laws. Specifically, Defendant would likely argue that Defendants had Plaintiffs and Class Members sign a “second meal period waiver,” and any first missed meal periods and any and all missed rest breaks was the Class Members own

⁵ 4,249 (CRU Workweeks) / 63 (CRU Class Members) = 67.44. 67.44 x \$35.01 (avg. workweek payout) = \$2,361.23; 7,534 (Non-CRU Workweeks) / 126 (Non-CRU Class Members) = 59.79. 59.79 x \$6.58 = \$393.44.

wrongdoing. (See Decl. of Nevels ¶ 48). Additionally, Defendant asserts that Class Members had approved cell phone allowance, which if true would potentially negate claims as well. (See Decl. of Nevels ¶ 48). Defendant also indicated that the overtime rate issue only impacted the CRU Class Members. (See Decl. of Nevels ¶ 47).

Specifically, Defendant has asserted as a defense to the nonpayment of overtime rates, that their predecessor company had elected an Alternative Workweek Schedule (“AWS”) which allowed for twelve (12) hour workdays at the regular rate of pay, therefore when Defendant bought their predecessor, they also got the elected AWS with it. (See Decl. of Nevels ¶ 47). While Plaintiffs believe that this defense is not valid, Class Counsel still has to weigh in the uncertainty of these defenses, and how serious they are to the threat of the claims of Plaintiffs.

Although Plaintiffs believe in spite of these arguments that this was still a strong case, the risks inherent in continued litigation are great. Defendant strongly denies liability for Plaintiffs' principal claim that they were paid improperly. This settlement is therefore certainly entitled to preliminary approval. After vigorous negotiations, the parties agreed to the Agreement recognizing the potential risks, both sides would face if litigation of this Lawsuit continued. As the federal court held in *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D.Cal. 2007), where the parties faced uncertainties similar to those in this litigation.

In light of the above-referenced uncertainty in the law, the risk, expense, complexity, and likely duration of further litigation likewise favor the settlement. Regardless of how this Court might have ruled on the merits of the legal issues, the losing party likely would have appealed, and the parties would have faced the expense and uncertainty of litigating an appeal. "The expense and possible duration of the litigation should be considered in evaluating the reasonableness of [a] settlement." *See In re Mego Financial Corp. Securities Litigation*, 213 F.3d 454, 458 (9th Cir. 2000). Here, the risk of further litigation is substantial.

E. The Settlement Does Not Improperly Grant Preferential Treatment To Class Representatives

The relief provided in the Agreement will benefit all of the Settlement Class Members. The Agreement does not grant preferential treatment to Plaintiffs or segments of the Class in any

1 way. Payments to the Settlement Class Members are all determined under a neutral methodology.
2 Each Settlement Class Member will receive the same opportunity to participate in and receive
3 payment through a neutral formula that is based upon the Pay Periods by that individual and
4 whether they are a CRU Class Member or Non-CRU Class Member. As CRU Class Members
5 are members of the class who exclusively experienced the unpaid overtime issues (CRUs were
6 the part of the AWS with the predecessor company), the parties agreed it would be most equitable
7 for the CRUs to receive a higher percentage of the recovery since a majority of the damages were
8 from overtime. As such, it was agreed that the CRUS would received 75% of the Net Settlement,
9 and the Non-CRU Class Members would receive the remainder 25% of the Net Settlement
10 amount as they allegedly did not experience the unpaid overtime issues. (See Decl. of Nevels at
11 ¶ 27).

12 Plaintiffs will apply to the Court for a Class Representative Service Payment in
13 consideration for the service and for the risks undertaken on behalf of the class and aggrieved
14 employees. Plaintiffs performed their duties admirably by working with Class Counsel. (See
15 Decl. Nevels, at ¶ 36-7, see Declaration of Ruth Joy Segovia generally, see Declaration of
16 Faranak Kianfar generally, see Declaration of Diemvy Pham generally, see Declaration of Lisa
17 Fitzgibbons generally, see Declaration of Cynthia Guerrero generally, see Declaration of Amel
18 Peralta generally). At this stage, the requested service award of \$30,000 (\$5,000 for each
19 Representative) is well within the accepted range of awards for purposes of preliminary approval.
20 See e.g. *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)
21 (awarding \$12,500 where average class member payment was \$351); *Holman v. Experian Info.*
22 *Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service
23 award where class member recovery was \$375); *Louie v. Kaiser Foundation Health Plan, Inc.*,
24 2008 WL 4473183, *7 (S.D.Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs
25 in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. 2007)
26 (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in
27 enhancements). As explained in *Glass*, service awards are routinely awarded to class
28 representatives to compensate the employees for the time and effort expended on the case, for

1 the risk of litigation, for the fear of suing an employer and retaliation there from, and to serve as
2 an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-17.
3 Moreover, “it is established that named plaintiffs are eligible for reasonable incentive payments
4 to compensate them for the expense or risk they have incurred in conferring a benefit on other
5 members of the class.” *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th
6 399, 412, 112 Cal. Rptr. 3d 324, 335 (2010).

7 Additionally, Plaintiffs apply for an individual payment of twenty thousand (\$20,000) to
8 Plaintiff Segovia for her individual Retaliation claim against Defendant. Plaintiffs plead this
9 Retaliation claim on the operative Complaint as an individualized claim for Plaintiff Segovia
10 against Defendant. Plaintiffs and Class Counsel unanimously agree that the individual payment
11 to Plaintiff Segovia in the amount of twenty thousand (\$20,000) is both fair and reasonable. (See
12 Decl. of Nevels at ¶ 26; see Declaration of Ruth Joy Segovia at ¶ 13; see Declaration of Faranak
13 Kianfar at ¶ 12; see Declaration of Diemvy Pham at ¶ 12; see Declaration of Lisa Fitzgibbons at
14 ¶ 12; see Declaration of Cynthia Guerrero at ¶ 12; see Declaration of Amel Peralta at ¶ 12).

15 **F. The Stage of The Proceedings Are Sufficiently Advanced To Permit Preliminary**
16 **Approval**

17 The stage of the proceedings at which this Agreement was reached also works in favor of
18 preliminary approval and ultimately, final approval of the Agreement. Class Counsel has
19 conducted a thorough investigation into the facts of the class action. Class Counsel began
20 investigating the Class Members’ claims before the lawsuit was filed. Class Counsel engaged in
21 formal and informal discovery and conducted a review and analysis of the relevant documents
22 and data. (See Decl. of Nevels ¶ 30). Class Counsel was also experienced with the claims at issue
23 here, as Class Counsel previously litigated and settled similar claims in other actions.
24 Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
25 information to make an informed judgment regarding the likelihood of success on the merits and
26 the results that could be obtained through further litigation.

27 Based on the data and their own independent investigation and evaluation, Class Counsel
28 is of the opinion that the Agreement with Defendant for the consideration and on the terms set

1 forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
2 light of all known facts and circumstances, including the risk of significant delay, defenses
3 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
4 Counsel for the Parties possessed sufficient information to make an informed judgment regarding
5 the likelihood of success on the merits and the results that could be obtained through further
6 litigation.

7 In *Glass*, the Northern District of California granted final approval of an overtime wage
8 action although in *Glass* no formal discovery had been conducted prior to the settlement. As the
9 Ninth Circuit has observed, however, '[i]n the context of class action settlements, 'formal
10 discovery is not a necessary ticket to the bargaining table' where the parties have sufficient
11 information to make an informed decision about settlement. *Glass*, 2007 U.S. Dist. LEXIS 8476
12 at *14 (quoting *In re Mego Financial Corp. Securities Litigation*, 213 F.3d at 459).

13 Here, Class Counsel was in far superior position to evaluate the fairness of this Settlement
14 because Class Counsel performed formal discovery, received all necessary information which
15 was evaluated with the assistance of an expert, and also performed independent investigations
16 and due diligence to confirm the accuracy of the information supplied by Defendant.

17 **V. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES**

18 Plaintiffs contend that the proposed settlement meet all of the requirements for class
19 certification under California Code of Civil Procedure § 382 as demonstrated below, and
20 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
21 should conditionally certify the Class for settlement purposes only, defined as follows: *All*
22 *individuals who are or were employed by Artemis Headlands as non-exempt hourly employees*
23 *in California during the Class Period.* (Agreement at ¶ 1.6, see Decl. of Nevels at ¶ 28).

24 The "Class Period" means the period from February 5, 2021, through the earlier of
25 preliminary approval or 60 days after of the date this Agreement is signed by all Parties.
26 (Agreement at ¶ 1.13, see Decl. of Nevels at ¶ 28).

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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....” The party seeking certification has the burden to establish the existence of both an ascertainable class and a well-defined community of interest among class members. (citations omitted). The “community of interest” requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.

B. The Proposed Class Is Ascertainable and Numerous

**MEMORANDUM OF POINTS AND AUTHORITIES FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA SETTLEMENT**

1 *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981) (class of 48 members satisfies
2 numerosity requirement); see Decl. of Nevels ¶ 28).

3 As for the requirements for ascertainability, the California Supreme also concluded that
4 “the objectives of this requirement are best achieved by regarding a class as ascertainable when
5 it is defined ‘in terms of objective characteristics and common transactional facts’ that make ‘the
6 ultimate identification of class members possible when that identification becomes necessary.’
7 We regard this standard as including class definitions that are “sufficient to allow a member of
8 [the class] to identify himself or herself as having a right to recover based on the [class]
9 description.” (internal quotes omitted) *Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 980, 445 P.3d
10 626, 643 (2019). Here, Plaintiff asserts that the 189 current and former employees that comprise
11 the Class can be identified based on Defendant’s records and are sufficiently ascertainable and
12 numerous for class certification.

13 **C. Common Issues of Law and Fact Predominate**

14 Predominance of common issues of law or fact does not require that the common issues
15 be dispositive of the entire controversy or even that they be dispositive of all liability issues. 1
16 Newberg on Class Actions, Section 4.25 at 4-82, 4-83 (1992). “Predominance is a comparative
17 concept, and ‘the necessity for class members to individually establish eligibility and damages
18 does not mean individual fact questions predominate.’” *Sav-On*, 34 Cal. 4th at 334. Commonality
19 exists if there is a predominant common legal question regarding how an employer’s policies
20 impact its employees. *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524, 1536 (2008)
21 (“[T]he common legal question remains the overall impact of Diva's policies on its drivers”).
22 Whether the plaintiff is likely to prevail on their theory of recovery is irrelevant at the certification
23 stage since the question is “essentially a procedural one that does not ask whether an action is
24 legally or factually meritorious.” *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440 (2003).

25 Here, Plaintiffs contend that common questions of law and fact are present, and
26 specifically the common questions of whether Defendant properly paid their non-exempt
27 employees, whether the Defendant failed to pay overtime wages, whether the Defendant failed
28 to provide meal and rest periods, whether class members were lawfully compensated for all hours

1 worked, whether Defendant failed to provide required expense reimbursement, and whether
2 Class Members are entitled to damages and penalties as a result of these practices. Defendant
3 disputes that common questions predominate but will not oppose such a finding for purposes of
4 this settlement only. (See Decl. of Nevels ¶ 28).

5 **D. The Claims of Plaintiffs Are Typical of the Settlement Class Members**

6 The typicality requirement requires Plaintiffs to demonstrate that the members of the class
7 have the same or similar claims as the Plaintiffs. “The typicality requirement is met when the
8 claims of the [p]laintiff arise from the same event or are based on the same legal theories.” (*Tate*
9 *v. Weyerhaeuser Co.*, 723 F.2d 598, 608 (8th Cir. 1983)). In *Hanlon*, supra, 150 F.3d at 1020,
10 the Ninth Circuit held that “[u]nder the rule’s permissive standards, representative claims are
11 ‘typical’ if they are reasonably coextensive with those of absent class members; they need not be
12 substantially identical.”

13 In the instant case, Plaintiffs contend that there can be little doubt that the typicality
14 requirement is satisfied. The Plaintiffs, like every other member of the class, worked for
15 Defendant as non-exempt employees during the Class Period. Plaintiffs contend that, like every
16 other member of the class, they were subjected to the same practices and policies of Defendant
17 and are subject to the same defenses. Thus, Plaintiffs assert that their claims and the Settlement
18 Class Members arise from the same course of conduct by the Defendant, involve the same
19 employment policies and practices of Defendant, and are based on the same legal theories. For
20 purposes of settlement, Plaintiffs assert that the typicality requirement is met as to the common
21 issues presented in this case. Defendant does not oppose a finding of typicality for purposes of
22 this settlement only. (See Decl. of Nevels ¶ 28).

23 **E. The Class Representation Fairly and Adequately Protected the Class**

24 Plaintiffs contend that the Settlement Class Members are adequately represented here
25 because Plaintiffs and representing counsel (a) do not have any conflicts of interest with other
26 class members, and (b) will prosecute the case vigorously on behalf of the class. *Hanlon*, 150
27 F.3d at 1020. This requirement is met here. First, Plaintiffs are well aware of his duties and has
28 actively participated in the prosecution of this case to date. Plaintiffs effectively communicated

1 with counsel, provided documents to counsel and participated in the investigation and
2 negotiations. (See Decl. of Nevels ¶ 28, see Declaration of Ruth Joy Segovia generally, see
3 Declaration of Faranak Kianfar generally, see Declaration of Diemvy Pham generally, see
4 Declaration of Lisa Fitzgibbons generally, see Declaration of Cynthia Guerrero generally, see
5 Declaration of Amel Peralta generally). Second, Plaintiffs retained competent counsel who are
6 experienced in employment class actions and who have no conflicts. Third, there is no
7 antagonism between the interests of the Plaintiffs and those of the Settlement Class Members.
8 Both the Plaintiffs and the Settlement Class Members seek monetary relief under the same set of
9 facts and legal theories. Defendant disputes that the adequacy requirement is satisfied but will
10 not oppose such a finding for purposes of this settlement only.

11 **A. The Superiority Requirement Is Met**

12 To certify a class, the Court must also determine that a class action is superior to other
13 available methods for the fair and efficient adjudication of the controversy. “Where classwide
14 litigation of common issues will reduce litigation costs and promote greater efficiency, a class
15 action may be superior to other methods of litigation.” *Valentino v. Carter-Wallace, Inc.*, 97 F.3d
16 1227, 1234 (9th Cir. 1996). As courts have previously observed.

17 Absent class treatment, each individual plaintiff would present in separate, duplicative
18 proceedings the same or essentially the same arguments and evidence, including expert
19 testimony. The result would be a multiplicity of trials conducted at enormous expense to both the
20 judicial system and the litigants. It would be neither efficient nor fair to anyone, including
21 defendants, to force multiple trials to hear the same evidence and decide the same issues. *Sav-*
22 *On*, 34 Cal. 4th at 340, citing *Boggs v. Divested Atomic Corp.*, 141 F.R.D. 58, 67 (S.D. Ohio
23 1991).

24 Here, Plaintiffs contend that a class action is the superior mechanism for resolution of the
25 claims as pled by the Plaintiffs. While Defendant disputes that class treatment is superior,
26 Defendant does not dispute a finding of superiority in this action for purposes of this Settlement
27 only.
28

1 **VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE**

2 The Court has broad discretion in approving a practical notice program. The Parties have
3 agreed upon procedures by which the Settlement Class Members will be provided with written
4 notice of the settlement similar to that approved and utilized in hundreds of class action
5 settlements. In accordance with the Agreement, Defendant will provide the Administrator Class
6 Data no later than fourteen (14) days after this Court grants Preliminary Approval of the
7 Settlement. (Agreement at ¶ 4.2). The Administrator will run all the addresses provided through
8 the United States Postal Service National Change of Address (NCOA) database (which provides
9 updated addresses for any individual who has moved in the previous four years and who has
10 notified the U.S. Postal Service of a forwarding address) to obtain current address information,
11 and shall mail the Notice to the Class Members via first-class U.S. Mail using the most current
12 mailing address information available within fifteen (15) days after receiving the Class Data.
13 (Agreement at ¶ 7.4.2). The Notice shall provide Class Members forty-five (45) calendar days’
14 notice of all applicable dates and deadlines, including an additional fourteen (14) days for Class
15 Members whose Class Notice is re-mailed. (Agreement at ¶ 7.4.4). The Notice will also include
16 information regarding the nature of the Actions, a summary of the terms of the Agreements, the
17 definition of the Class, a statement that preliminarily approval of the Agreement has been
18 ordered, the procedure and time period for objecting to the Agreement, information regarding the
19 opt-out procedure, and the date and location of the final approval hearing. The Notice mailed to
20 each Class Member will indicate his/her estimated individual settlement payment from the Net
21 Settlement Amount, as well as the calculation by the Defendant of the number of semi-monthly
22 pay periods (or their equivalent) that the Settlement Class Member worked during the Class
23 Period (“Eligible Pay Periods”).

24 Not later than five (5) business days after the Administrator’s receipt of any Class Notice
25 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
26 forwarding address provided by the USPS. (Agreement at ¶ 7.4.3). If the USPS does not provide
27 a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-
28 mail the Class Notice to the most current address obtained. *Id.* The Administrator has no

1 obligation to make further attempts to locate or send Class Notice to Class Members whose Class
2 Notice is returned by the USPS a second time. *Id.*

3 Class Members will have the opportunity, should they disagree with the number of
4 Workweeks stated in their Notice, to provide documentation and/or an explanation to show
5 contrary information. Any such dispute, including any supporting documentation, must be mailed
6 to the Administrator and postmarked no later than forty-five (45) calendar days after the date the
7 Administrator initially mails the Notice to the Class. (Agreement at ¶ 7.6). If there is a dispute,
8 the Administrator will consult with the Parties to determine whether an adjustment is warranted.
9 The Administrator's decision as to the number of Workweeks shall be final and non-appealable.
10 *Id.*

11 Not later than fifteen (15) days before the date by which Plaintiff is required to file the
12 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel
13 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence
14 and mailing of the Class Notice (plus an additional 14 days for Class Members whose Class
15 Notice was re-mailed). (Agreement at ¶ 7.8.5).

16 The Administrator will supplement its declaration as needed or requested by the Parties
17 and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in
18 Court. (Agreement at ¶ 7.8.5). Class Members who don't submit a timely and proposer request
19 to opt-out will automatically receive a payment. This notice program was designed to
20 meaningfully reach the Class Members and advise them of all pertinent information concerning
21 the settlement. The mailing and distribution of the Notice satisfied the requirements of due
22 process and is the best notice practicable under the circumstances and complies with Rules of
23 Court 3.766 and 3.769(f).

24 **VII. CONCLUSION**

25 Based on the foregoing, Plaintiff respectfully requests that the Court preliminarily
26 approve the proposed settlement and sign the proposed Preliminary Approval Order, which is
27 submitted herewith, and schedule the final fairness hearing for a date that is at least 80-100 days
28 from the date Preliminary Approval is granted.

1 Dated: December 30, 2025

NEVELS NICHOLS, LLP

2
3 By /s/ Brooke B. Nevels
4 BROOKE B. NEVELS
5 CHRISTOPHER E. NICHOLS
6 Attorneys for Plaintiffs
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I, the undersigned, declare that I am over the age of eighteen years and not a party to the case. My business address is 10650 Treena Street, Suite 212, San Diego, California 92131. On Tuesday, December 30, 2025, I served a copy of the following documents:

- **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **MEMORANDUM OF POINTS AND AUTHORITIES FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF BROOKE B. NEVELS IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF RUTH JOY SEGOVIA IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF RENE AMEL PERALTA IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF CYNTHIA GUERRERO IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF LISA FITZGIBBONS IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF FARANAK KIANFAR IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF DIEMVY PHAM IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**
- **DECLARATION OF LISA MULLINS IN SUPPORT OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**

☒ **By Electronic Service:** Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

☐ **By Mail:** I placed the envelope for collection and mailing at the address(es) below, following our ordinary business practices. I am readily familiar with this firm's business practice for collecting and processing correspondence for mailing, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or

employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Diego, California.

James C. Fessenden
Lauren M. Guggisberg
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
(858) 597-9600
jfessenden@fisherphillips.com
lguggisberg@fisherphillips.com
Attorneys for Defendants

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on Tuesday, December 30, 2025, at San Diego, California.



RAHA RAZAVI