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individually and on behalf of others similarly
situated and aggrieved employees pursuant to the
California Private Attorneys General Act

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

KHANH DUONG, individually and on behalf of
others similarly situated and aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

IMEG CORP., and DOES 1 through 25, inclusive,
Defendants.

Case No. 23STCV14397

Honorable Carolyn B. Kuhl
Department 12

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: January 6, 2027
Time: 10:30 a.m.
Dept.: 12

Complaint Filed: June 21, 2023
FAC Filed: July 30, 2026
Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on January 6, 2027 at 10:30 a.m. in Department 12 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff Khanh Duong (“Plaintiff”) will and hereby does move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiff and IMEG Consultants Corp., successor in interest to Defendant IMEG Corp. (“Defendant”).

Plaintiff requests that the Court enter an Order:

1. Preliminarily approving the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Rose Decl.”);
2. Certifying the Class for Settlement purposes;
3. Appointing Plaintiff Khanh Duong as the Class Representative for Settlement purposes;
4. Appointing Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC as Class Counsel for Settlement purposes;
5. Approving the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;
6. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;
7. For each Class Member, directing Defendant to furnish their full name, last-known mailing address, Social Security number, and number of Workweeks and Pay Periods to the Administrator not later than fifteen (15) business days after the Court grants preliminary approval of the Settlement;
8. Approving the proposed deadlines for the settlement administration process; and
9. Setting a Final Approval Hearing.

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1 Pursuant to California Labor Code section 2699(s)(2), on August 24, 2026, a copy of the
2 Settlement was submitted to the California Labor and Workforce Development Agency (“LWDA”) via
3 online submission through the LWDA’s website. (Rose Decl., ¶ 51 and Exh. 4).

4 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
5 Declaration of Alexandra Rose, the Declaration of Plaintiff Khanh Duong, the Declaration of the
6 Administrator (Jodey Lawrence of Phoenix Settlement Administrators), the pleadings and other records
7 on file with the Court in this matter, and any other further evidence or argument that the Court may
8 properly receive at or before the hearing.

9 Respectfully submitted,

10 Dated: August 24, 2026

BLACKSTONE LAW, APC

11 By: 
12 Alexandra Rose
13 Attorneys for Plaintiff Khanh Duong

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Khanh Duong (“Plaintiff”) seeks preliminary approval of the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) entered into between Plaintiff and IMEG Consultants Corp., successor in interest to Defendant IMEG Corp. (“Defendant”) (together, with Plaintiff, the “Parties”). (Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement [“Rose Decl.”], Exh. 3). The Settlement terms are outlined as follows:

- Class Size: Approximately two hundred and ninety-nine (299) individuals (as of July 28, 2026).
- Gross Settlement Amount: One Million Eight Hundred Ten Thousand Dollars and Zero Cents (\$1,810,000.00).
- Class Counsel Fees Payment: Attorneys’ fees up to one-third (1/3) of the Gross Settlement Amount (\$603,333.33 if the Gross Settlement Amount is \$1,810,000.00) to be paid from the Gross Settlement Amount.
- Class Counsel Litigation Expenses Payment: Actual litigation costs and expenses not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), to be paid from the Gross Settlement Amount.
- Class Representative Service Payment: Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), to be paid from the Gross Settlement Amount.
- Administration Expenses Payment: Not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00), to be paid from the Gross Settlement Amount.
- PAGA Penalties: Sixty Thousand Dollars and Zero Cents (\$60,000.00) from the Gross Settlement Amount, 75% of which will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25% to be paid to the PAGA Settlement Group Members.
- Estimated Net Settlement Amount: One Million Ninety-Six Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,096,166.67) to be distributed to Participating Class Members.

1 As set forth herein, the Settlement is the product of informed discovery and arms-length
2 negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore
3 respectfully requests that the Court grant preliminarily approval of the Settlement, conditionally certify
4 the Class, approve the proposed Court Approved Notice of Class Action Settlement and Hearing Date for
5 Final Court Approval (“Class Notice”), and set a hearing date for final settlement approval, among other
6 requested relief.

7 II. FACTUAL AND PROCEDURAL BACKGROUND

8 Defendant is an employee-owned engineering and design consulting firm. Plaintiff was employed
9 by Defendant as an hourly-paid, non-exempt Mechanical Designer from approximately January 2022 to
10 November 2022. (Declaration of Plaintiff Khanh Duong in Support of Motion for Preliminary Approval
11 of Class Action and PAGA Settlement [“Duong Decl.”], ¶ 2).

12 On April 17, 2023, Plaintiff provided written notice to the LWDA by online submission and to
13 Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified
14 provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Notice”).
15 (Rose Decl., ¶ 9 and Exh. 2). An amended notice updating Defendant’s name was submitted the same
16 way on July 10, 2026. (Ibid.)

17 On June 21, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled
18 *Khanh Duong v. IMEG Corp.*, Los Angeles County Superior Court Case No. 23STCV14397 (“Action”
19 or “Class Action”), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 10).

20 On June 29, 2023, Plaintiff file a Complaint for Enforcement Action Under the Private Attorneys
21 General Act, California Labor Code §§ 2698 Et Seq. in the action entitled *Khanh Duong v. IMEG Corp.*,
22 Los Angeles County Superior Court Case No. 23STCV15260 (“PAGA Action”), which alleged one cause
23 of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section
24 2698 et seq. (“PAGA”) against Defendant. (*Id.*, ¶ 11).

25 On April 29, 2024, the Parties participated in a formal mediation conducted by Chris Barnes,
26 which did not result in a settlement. (*Id.*, ¶ 12).

27 On July 18, 2024, Plaintiff propounded written formal discovery onto Defendant in the Class
28 Action (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law

(Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One)), and served a proposed Belaire-West notice. (*Id.*, ¶ 13).

On July 18, 2024, Plaintiff propounded written formal discovery onto Defendant in the PAGA Action (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One)). (*Id.*, ¶ 14).

On October 11, 2024, Defendant served objections and responses to Plaintiff’s written formal discovery in both the Class Action and PAGA Action (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One)). (*Id.*, ¶ 15).

On March 4, 2025, a Belaire-West notice was mailed to two hundred and fifty-nine (259) putative class members by a third-party administrator. (*Id.*, ¶ 16). Thirty-four (34) putative class members timely opted out by the response deadline. (*Ibid.*).

On September 9, 2025, the Parties participated in a formal mediation conducted by Eve Wagner, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 17). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (*Ibid.*).

On July 30, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action, which, *inter alia*, added the PAGA claims alleged in the PAGA Action. (*Id.*, ¶ 18). The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations. (*Ibid.*).

On August 21, 2026, the Parties executed the Settlement Agreement. (*Id.*, ¶ 19 and Exh. 3).

III. THE SETTLEMENT TERMS

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period” (“Class” or “Class Member(s)”). (Rose Decl., ¶ 20; Settlement Agreement, ¶ 1.4.). The Class Period is defined as the period from June 21, 2019, to the date the Court grants preliminary approval of the Settlement. (Rose Decl., ¶ 20; Settlement Agreement, ¶ 1.11.). Based on information provided by Defendant, as of July 28, 2026, it is estimated that there are a total of two hundred and ninety-nine (299) Class Members who worked thirty-four thousand seven hundred and fifty-five (34,755) weeks for Defendant for at least one day as hourly-paid and/or non-exempt employees in California during the Class Period (“Workweeks”)¹. (Rose Decl., ¶ 20; Settlement Agreement, ¶¶ 1.43 and 4.1).

B. Amount of Settlement

The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million Eight Hundred Ten Thousand Dollars and Zero Cents (\$1,810,000.00), exclusive of employer-side payroll taxes. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 1.20.).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 1.20.). The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e., \$603,333.33 if the Gross Settlement Amount is \$1,810,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); (3) Administration Expenses Payment, not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00); (4) Class Representative Service Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); and (5) PAGA Penalties in the amount of Sixty Thousand Dollars and Zero Cents

¹ Defendant has confirmed that the Escalator Clause is not expected to be triggered.

1 (\$60,000.00). (Rose Decl., ¶ 2; Settlement Agreement, ¶¶ 1.20., 1.33., 3.1., 3.2.1, 3.2.2., 3.2.3., and
2 3.2.5.). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net
3 Settlement Amount that will be available for Class Members is currently estimated to be One Million
4 Ninety-Six Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,096,166.67). (Rose
5 Decl., ¶ 21). Additionally, 25% of the PAGA Penalties, which is \$15,000.00 out of \$60,000.00, will be
6 fully distributed to “all current and former hourly-paid and/or non-exempt employees who worked for
7 Defendant in the State of California at any time during the PAGA Period” (“PAGA Settlement Group
8 Member(s)”). (Rose Decl., ¶ 21; Settlement Agreement, ¶¶ 1.28., 1.33., and 3.2.5.). The “PAGA Period”
9 is defined as the period from April 17, 2022, to the date the Court grants preliminary approval of the
10 Settlement. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 1.30).

11 The Net Settlement Amount will be distributed and paid to all Class Members who do not submit
12 a valid and timely Request for Exclusion from the Settlement (“Participating Class Member(s)”) on a *pro*
13 *rata* basis based on their number of Workweeks. (Rose Decl., ¶ 22; Settlement Agreement, ¶¶ 1.21. and
14 1.34.). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive
15 under the Settlement (“Individual Class Payment”) will be calculated by the Administrator, in accordance
16 with the Settlement Agreement. (Rose Decl., ¶ 22; Settlement Agreement, ¶¶ 1.21. and 3.2.4.).

17 The twenty-five percent (25%) share of the PAGA Penalties will be distributed and paid to all
18 PAGA Settlement Group Members on a *pro rata* basis based on the number of pay periods during which
19 a PAGA Settlement Group Member worked for Defendant for at least one day as an hourly-paid and/or
20 non-exempt employee in California during the PAGA Period (“Pay Periods”). (Rose Decl., ¶ 23;
21 Settlement Agreement, ¶¶ 1.29. and 1.33.). The *pro rata* share of the twenty-five percent (25%) share of
22 the PAGA Penalties that a PAGA Settlement Group Member may be eligible to receive under the
23 Settlement (“Individual PAGA Payment”) will be calculated by the Administrator, in accordance with
24 the Settlement Agreement. (Rose Decl., ¶ 23; Settlement Agreement, ¶¶ 1.22. and 3.2.5.1.).

25 Each Individual Class Payment will be allocated as twenty percent (20%) wages (the “Wage
26 Portion”) and eighty percent (80%) interest and penalties (the “Non-Wage Portion”). (Rose Decl., ¶ 24;
27 Settlement Agreement, ¶ 3.2.4.1.). The Wage Portions will be reported on an IRS Form W-2 and the
28 Non-Wage Portions will be reported on an IRS Form 1099. (Rose Decl., ¶ 24; Settlement Agreement, ¶

3.2.4.1.). The Administrator will withhold the employee's share of taxes and withholdings with respect to the Wages Portion of the Individual Class Payments and issue checks to Participating Class Members for their net payment of their Individual Class Payment. (Rose Decl., ¶ 24; Settlement Agreement, ¶ 4.4.1.). The employer's share of payroll taxes owed on the Wage Portions of the Individual Class Payments will be paid by Defendant separately and in addition to the Gross Settlement Amount. (Rose Decl., ¶ 24; Settlement Agreement, ¶ 3.1.). Each Individual PAGA Payment will be reported on an IRS Form 1099 by the Administrator. (Rose Decl., ¶ 24; Settlement Agreement, ¶ 3.2.5.2.).

The Settlement Agreement is a non-reversionary and non-claims made settlement. (Rose Decl., ¶ 25; Settlement Agreement, ¶ 3.1.). The Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA Penalties will be fully distributed to the LWDA and PAGA Settlement Group Members, in accordance with the Settlement Agreement. (Rose Decl., ¶ 25; Settlement Agreement, ¶¶ 1.26. and 3.2.5.). No money will revert to Defendant. (Rose Decl., ¶ 25; Settlement Agreement, ¶ 3.1.).

Each Individual Class Payment and Individual PAGA Payments check will be valid for one hundred and eighty (180) calendar days after the date of mailing, and thereafter, shall be canceled. (Rose Decl., ¶ 26; Settlement Agreement, ¶ 4.4.1). Any funds associated with such canceled checks will be distributed by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Settlement Group Member. (Rose Decl., ¶ 26; Settlement Agreement, ¶ 4.4.3.).

D. Released Claims

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint and arising during the Class Period (collectively, the "Released Class Claims"). (Settlement Agreement, ¶¶ 1.37., 5., and 5.1.). Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination,

1 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
2 workers' compensation, or claims based on facts occurring outside the Class Period. (*Id.*, ¶ 5.1.).

3 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
4 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of
5 California and all PAGA Settlement Group Members shall be deemed to release Defendant and all of the
6 Released Parties of and from all claims under PAGA arising during the PAGA Period that are alleged in
7 the Operative Complaint or the PAGA Notice or that could have been alleged based on the facts alleged
8 in the Operative Complaint or PAGA Notice (collectively, the "Released PAGA Claims"). (*Id.*, ¶¶ 1.38.,
9 5.1., and 5.2.).

10 "Released Parties" means Defendant and all of its present, former, and future, direct and indirect
11 parents, subsidiaries, corporations in common control, owners, divisions, concepts, co-employers, related
12 or affiliated companies, joint ventures, members, officers, directors, employees, contractors, partners
13 (both general and limited), shareholders, investors, agents, attorneys, representatives, benefit plans,
14 insurers, re-insurers, predecessors, successors, and assigns; each and all of the present, former, and future,
15 direct and indirect owners, members, officers, directors, employees, contractors, partners (both general
16 and limited), shareholders, investors, agents, attorneys, representatives, benefit plans, insurers, re-
17 insurers, predecessors, successors, and assigns of such parents, subsidiaries, corporations in common
18 control, divisions, concepts, co-employers, related or affiliated companies, and joint ventures; and any
19 other individual or entity acting by, through, under, or in concert with any of them. (*Id.*, ¶ 1.39.).

20 **IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL**

21 The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal.
22 App. 4th 1794 (1996)). "In general, questions whether a settlement was fair and reasonable, whether
23 notice to the class was adequate, whether certification of the class was proper, and whether the attorney
24 fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple*
25 *Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

26 The review and approval of a proposed class action settlement involves a two-step process. (*See*
27 *Cal. Rules of Court, Rule 3.769(c)*). First, counsel submit the proposed terms of the settlement and the
28 Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the

1 range of a fair settlement to justify providing notice of the proposed settlement to class members. After
2 notice is provided to the class, the Court must conduct a second inquiry into whether the proposed
3 settlement is fair, reasonable, and adequate. (Ibid).

4 The initial evaluation of the settlement at the preliminary approval step “is not a fairness hearing.”
5 (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)).
6 Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the
7 proposed settlement is within the range of possible approval and, as a result, “whether there is any reason
8 to notify the class members of the proposed settlement and to proceed with a fairness hearing.” A
9 presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2)
10 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel
11 is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V*
12 *Cases*, 135 Cal. App. 4th 706, 723 (2006)).

13 Preliminary approval does not require a court to make a final determination that the settlement is
14 fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice
15 of the settlement has been given to the class members and they have had an opportunity to object or
16 exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a
17 potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law
18 which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for*
19 *Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

20 **V. THE SETTLEMENT IS PRESUMED FAIR**

21 **A. The Settlement Was Reached as a Result of Arm’s-Length Bargaining**

22 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
23 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
24 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
25 were at all times made at arm’s-length and were adversarial. (Rose Decl., ¶ 27). The Settlement was
26 reached following a second full day of mediation with a highly respected mediator with substantial
27 experience mediating wage and hour cases. (Ibid).

28 ///

1 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

2 Courts typically assess the status of discovery in determining whether a class action settlement
3 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
4 Defendant produced all of the putative class members’ time and pay records as well as Defendant’s
5 relevant wage and hour policies, and information regarding the total number of putative class members,
6 the number of current versus former employees, the total workweeks worked by the putative class
7 members, and the average rate of pay for the putative class members. (Rose Decl., ¶ 28).

8 This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
9 weaknesses of the claims and the potential class-wide damages. (*Id.*, ¶ 29). Based on information
10 exchanged, the Parties extensively briefed issues regarding class certification and liability and provided
11 their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective
12 positions. (*Id.*, ¶ 30). At all times, Plaintiff was willing and prepared to litigate this matter through class
13 certification and trial if the Parties had been unable to reach a favorable resolution. (*Ibid.*). Additionally,
14 settlement negotiations were conducted by highly capable and experienced counsel. (*Id.*, ¶¶ 2-8).
15 Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating
16 the Settlement.

17 **C. The Settlement is Fair and Reasonable in Light of the Parties’ Respective Legal Positions**
18 **and Recovery Risks**

19 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
20 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
21 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
22 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
23 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
24 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
25 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
26 (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

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1 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
2 factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar
3 complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification
4 and the merits of the Action absent a settlement.

5 **1. Class Counsel's Analysis of the Maximum Available Liability and Damages**

6 Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure
7 to be approximately \$16,889,408, assuming the litigation was successful at trial on all claims at issue and
8 every employee had a violation for each claim on every shift worked. (Rose Decl., ¶ 31). This maximum
9 potential analysis was then reduced based on the challenges facing the likelihood of obtaining class
10 certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based off an estimated
11 maximum liability for all claims at issue and the total aggregate workweeks during the relevant time
12 period, less interest, and based on the analysis of the data which was extrapolated out for all class
13 members across the entire putative class period, which included: \$5,623,684 for meal period violations;
14 \$6,572,862 for rest period violations at a 100% violation rate; \$1,165,523 for unpaid overtime wages for
15 an invalid alternative workweek schedule; \$1,315,469 for unpaid off-the-clock work for 1 hour per
16 workweek of off-the-clock work; \$172,989 for unpaid overtime wages at the required regular rate of pay;
17 \$42,300 for unreimbursed business expenses; \$1,489,481 for waiting time penalties; and \$507,100 for
18 wage statement penalties. (Ibid). Plaintiff further estimated that Defendant faced an additional exposure
19 of \$870,900 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA
20 statutory period) PAGA penalties. (Ibid). Together with the PAGA penalties, Defendant's maximum
21 potential exposure totaled \$17,760,308 in damages. (Ibid).

22 **2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments**

23 While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a
24 recovery existed. Defendant contended that Plaintiff's claims are not suitable for class certification
25 because individual issues and affirmative defenses would predominate should this case go to trial. (Rose
26 Decl., ¶ 34; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank*
27 *Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)).
28 While Plaintiff and Class Counsel disagree with Defendant's predictions, they also recognize that there

1 is a significant risk that the Court may deny class certification. (Rose Decl., ¶ 34; *see also*, *Findings of*
2 *the Study of California Class Action Litigation*, 2000-2006, available at
3 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
4 actions were certified either as part of a settlement or as part of a contested certification motion)).

5 For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to
6 provide lawful meal periods, have been increasingly difficult to certify in recent years. (Rose Decl., ¶
7 35; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was
8 based on allegations that Defendant had failed to implement its policies and that its practices failed to
9 allow Class Members to take meal breaks in the manner required under California law. (Rose Decl., ¶
10 35; *See Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of
11 a meal/rest break policy and the uniform failure to authorize such breaks are matters of common proof.")).
12 Defendant contended that its policies and practices at all times during the Class Period were lawful. (Rose
13 Decl., ¶ 35). Indeed, Plaintiff's analysis revealed an 83.8% violation rate for purported unique meal
14 period violations, but only by assuming a 100% violation rate for shifts over 5 hours. (*Ibid*). Defendant
15 further argued that the rate of purported meal period violations reflected in the data would require
16 individualized inquiry and that such inquiry would prohibit a class from being certified, and that it would
17 be able to rebut any presumption of meal period violation by demonstrating it provided compliant meal
18 periods to Class Members or that Class Members had been provided compliant meal periods that they
19 chose to shorten, delay, or skip. (*Ibid*). Class Counsel also had to consider the risk that the Court would
20 find validity in an individualized proof defense to certification of Plaintiff's meal period claim. (*Ibid*).

21 Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest period
22 allegations. (*Id.*, ¶ 36). As with the meal period allegations, Defendant contended that it had a lawful
23 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
24 required under California law. (*Ibid*). Additionally, this claim was even more uncertain given the
25 difficulties associated with proving the alleged rest period violations, as Defendant was not required to
26 record these breaks. (*Ibid*). Given the lack of records demonstrating rest period violations, there were
27 legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with
28 requisite certainty, which made the estimated value of this claim subject to much challenge. (*Ibid*).

1 Plaintiff also faced challenges certifying and proving liability for her minimum wage and
2 overtime claims. (*Id.*, ¶ 37). These claims were largely based on alleged unrecorded, off-the-clock work
3 performed by the Class Members both before and after their shifts and during purported meal periods.
4 (*Ibid.*). For example, Class Members reported that they were required to begin work tasks before the start
5 of their shifts and would receive, and would be required to respond, to texts and/or emails before their
6 shifts began on a daily basis. (*Ibid.*). However, the individualized nature of why this work was performed
7 and the individualized nature of damages presented substantial concerns regarding the manageability of
8 the case and the risk the Court could find these issues prevented certification, and the estimated damages
9 for this claim were based on an assumption that all Class Members worked off the clock for at least one
10 hour per week. (*Ibid.*). Additionally, Plaintiff's overtime claim was based on unpaid overtime
11 compensation in connection with schedules of four days per week, nine hours per day worked by the
12 Class Members without a valid alternative workweek schedule in place. (*Ibid.*). However, it was found
13 that the alternative workweek schedule was indeed valid. (*Ibid.*).

14 Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class Members
15 for necessary business-related expenses, such as the purchase of personal protective equipment for work-
16 related purposes, usage of personal cell phones for work-related purposes, and usage of internet and other
17 work equipment to work from home. (*Id.*, ¶ 38). Defendant contended that it had a policy and practice
18 of reimbursing employees for necessary business-related expenses. (*Ibid.*). Defendant further contended
19 that, with respect to the alleged expenses for which Plaintiff and the other Class Members never requested
20 reimbursement from Defendant, it did not know and had no reason to know that alleged business-related
21 expenses had been incurred. (*Ibid.*). Defendant further contended that the reason for why a Class Member
22 undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses
23 while not others, would raise individual issues that could not be certified. (*Ibid.*).

24 There are also substantial risks associated with Plaintiff's waiting time penalties and wage
25 statement claims. (*Id.*, ¶ 39). First, these claims were derivative of Plaintiff's claims for unpaid meal
26 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
27 and if certification was denied on those underlying claims, these derivative claims for penalties would
28 also likely fail. (*Ibid.*). Further, even if Plaintiff prevailed on her underlying claims, she would still be

1 required to demonstrate that Defendant’s violations of California Labor Code section 203 were *willful*
2 violations. (Rose Decl., ¶ 39; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
3 (holding that “an employer’s reasonable, good faith belief that wages are not owed may negate a finding
4 of willfulness”)). Wage statement claims have also seen varying treatment at the appellate level because
5 such claims have an element of discretion attached to them rather than a pure calculation of damages after
6 liability is proven. (Rose Decl., ¶ 39; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) *with*
7 *Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, which
8 comprised a substantial portion of Defendant’s estimated liability, were therefore uncertain. (Rose Decl.,
9 ¶ 39).

10 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
11 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
12 proposition. (*Id.*, ¶ 40). In order to prove liability and damages, Class Counsel will need to request and
13 analyze thousands of pages of documents, obtain the Class Members’ contact information, contact them,
14 and obtain their declarations at great expense. (*Ibid.*). Obtaining the cooperation of current employees
15 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
16 employer. (*Ibid.*). On the other hand, Defendant would likely be able to obtain the cooperation of its
17 employees. (*Ibid.*). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
18 would substantially delay any recovery by the Class. (*Ibid.*).

19 Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential
20 liability Defendant could face from these claims as part of the global resolution. (*Id.*, ¶ 41). Existing
21 case law makes PAGA claims subject to the same defenses and risks as Plaintiff’s underlying wage
22 claims. (Rose Decl., ¶ 41; *see, Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D.
23 Cal. 2008) (“Plaintiff’s claim under [PAGA] is wholly dependent upon her other claims. Because all of
24 Plaintiff’s other claims fail as a matter of law, so does her PAGA claim”)). Class Counsel also anticipated
25 that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the
26 alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory,
27 and that Defendant would argue that it made a good faith attempt to comply with its legal obligations
28

1 warranting a reduction in penalties. (Rose Decl., ¶ 41).² Class Counsel also anticipated Defendant would
2 argue that the violations per pay period were low, warranting an additional reduction in civil penalties.
3 (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to
4 be compensatory in nature but is instead intended to facilitate enforcement of California’s labor laws by
5 financing state activities and educating and deterring non-compliance. (Ibid).

6 Accordingly, after considering this multitude of factors, Plaintiff and Class Counsel concluded
7 that it was in the best interest of the State of California and the PAGA Settlement Group Members to
8 enter into the Settlement, and to allocate Sixty Thousand Dollars and Zero Cents (\$60,000.00) of the
9 Gross Settlement Amount towards the PAGA claims, which represents approximately 3.31% of the Gross
10 Settlement Amount. (*Id.*, ¶ 42). This percentage of the settlement is well within the range of wage and
11 hour settlements regularly approved in both state and federal court for cases that include both a class and
12 PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to
13 resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement
14 amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the
15 Settlement is significant, not only from a monetary perspective, but also because it fulfills the public
16 policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the
17 state, and deter future non-compliance by the employer. (Ibid).

18 Therefore, taking into account how each of the above risks potentially effected Plaintiff’s ability
19 to first obtain class certification, and then prove the underlying violations, the Court’s broad discretion
20 in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel
21 discounted Defendant’s estimated liability based on the challenges facing her ability to succeed on class
22 certification by 65% to \$6,216,108. (*Id.*, ¶ 43). The merits-based risk factors further reduced Defendant’s
23

24 ² See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory
25 and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis*
26 *Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) (“duplicative effect” of penalties is a factor in favor of “reducing ...the
27 PAGA penalty”); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to
28 stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez*
v. McDonalds Restaurants of California, Inc., 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties
arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing
PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is
warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018)
(approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith attempts to comply with
obligations and minimal violations).

1 estimated liability by an additional 65%. (Ibid). This resulted in an adjusted estimated liability of
2 \$2,175,638. (Ibid). In light thereof, the settlement amount of \$1,810,000 is a significant settlement.
3 (Ibid).

4 Class Counsel therefore submits that the Settlement is in the best interest of the Class Members,
5 the PAGA Settlement Group Members, and the State of California and is within the accepted range of
6 recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and
7 maintaining class certification, and the costs of further litigation. (*Id.*, ¶ 44).

8 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

9 Code of Civil Procedure Section 382 provides that three basic requirements must be met in order
10 to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined
11 community of interest in the question of law or fact affecting the parties to be represented; and (3)
12 certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action
13 is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiff contends that the Action,
14 which is based upon Defendant's wage and hour policies and practices, satisfies the class certification
15 requirements under California Code of Civil Procedure section 382. Defendant denies Plaintiff's
16 allegations, but for purposes of the Settlement only, Defendant has stipulated to certification of the Class.

17 A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is 18 Impracticable

19 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
20 the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862,
21 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is
22 defined as "all current and former hourly-paid and/or non-exempt employees who worked for Defendant
23 in the State of California at any time during the Class Period." (Rose Decl., ¶ 20; Settlement Agreement,
24 ¶ 1.4.). Plaintiff contends that this provides a clear and definite scope for the proposed class.

25 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
26 requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v.*
27 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
28 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of two hundred

1 and ninety-nine (299) Class Members (as of July 28, 2026) individuals meets the numerosity requirement.

2 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
3 can establish “the existence of an ascertainable class.” (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
4 (1967)). Plaintiff contends that the existence of an ascertainable class in this case can be established
5 through Defendant’s payroll records, and the Class definition is sufficiently specific to enable the Parties,
6 Class Members, and the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE*
7 *Corp.*, 191 Cal.App.3d 605, 617 (1987)).

8 **B. The Class Shares a Well-Defined Community of Interest**

9 The community of interest requirement embodies three factors: (1) predominant questions of law
10 and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
11 who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements
12 are easily satisfied.

13 The commonality criterion requires the existence of common question of law or fact and is
14 generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706).
15 What is required is that a common question of fact or law exists which predominates over issues unique
16 to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising
17 from employment—is not a bar to class certification as long as they do not render class litigation
18 unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois,*
19 *Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

20 Here, Plaintiff contends that her claims present common issues of law and fact that predominate
21 and warrant class certification. Plaintiff alleges that Defendant denied compliant meal and rest periods
22 to employees, required employees to perform work off-the-clock, and failed to fully compensate
23 employees for all time actually worked. These policies and practices meant that Defendant allegedly
24 failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that Defendant’s
25 policies and practices were uniform as to all Class Members. Thus, Plaintiff contends that class treatment
26 is appropriate.

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1 To satisfy the typicality requirement, California law does not require that plaintiffs' claims be
2 identical to the other class members. Rather, the test of typicality for a class representative is whether
3 other members have the same or similar injury, whether the action is based on conduct which is not
4 unique to the named plaintiff, and whether other class members have been injured by the same course of
5 conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement
6 for a class representative refers to the nature of the claim or defense of the representative, and not to the
7 specific facts from which it arose or the relief sought. (*See Ibid*).

8 Here, Plaintiff alleges that her claims are similar to that of the other Class Members and that
9 Plaintiff's claims arise out of the same alleged course of conduct giving rise to the claims of the other
10 Class Members. Because Plaintiff's claims are based upon the same alleged conduct and business
11 practices as those of Class Members, Plaintiff contends that the typicality requirement has been satisfied.

12 Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney
13 is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
14 interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, Plaintiff
15 contends that these considerations are satisfied. Class Counsel is well-regarded and is qualified and
16 experienced in employment-related, class-action litigation. (Rose Decl., ¶¶ 2-8). Plaintiff will
17 vigorously, adequately, and fairly represent the interests of the Class. Plaintiff has, at all times,
18 throughout the course of the litigation considered the interests of the Class and understood that she must
19 take steps to adequately represent the Class and their interests. (Duong Decl., ¶ 10). Because Plaintiff's
20 claims are typical of other Class Members and are not based on unique circumstances, Plaintiff contends
21 that there is no antagonism between the interests of Plaintiff and the Class.

22 **C. A Class Action is Superior to a Multiplicity of Litigation**

23 Under the circumstances, Plaintiff contends that proceeding as a class action is a superior means
24 of resolving this dispute, as the Class Members and the Court will derive substantial benefits. Class
25 certification would serve as the only means to deter and redress the alleged violations. (*See Linder v.*
26 *Thrifty Oil Co.*, 23 Cal.4th 429, 434 (2000) (relevant considerations include the probability that each class
27 member will come forward to prove his or her separate claim and whether the class approach would
28 actually serve to deter and redress the alleged wrongdoing)). Further, individual actions arising out of

1 the same operative facts would unduly burden the courts and could result in inconsistent results.
2 Therefore, Plaintiff contends that class action proceedings are superior to individual litigation.

3 **VII. THE REQUESTED CLASS REPRESENTATIVE SERVICE PAYMENT IS**
4 **REASONABLE**

5 Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation
6 “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz*
7 *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of
8 class action settlement agreements containing enhancements for the class representative, which are
9 necessary to provide incentive to represent the class and are appropriate given the benefit the class
10 representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948
11 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive
12 award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL
13 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and
14 reasonable”)).

15 Plaintiff initiated this litigation on behalf of her former co-workers who will now be entitled to
16 receive payment from the Settlement. Plaintiff contends that she invested substantial time and effort into
17 litigation, including her own research, reviewing documents, and extensive discussions with Class
18 Counsel. (Duong Decl., ¶¶ 3-5). Further, the requested amount for Plaintiff is also reasonable given the
19 average award and the benefit gained by other Class Members. For these reasons, Plaintiff requests that
20 a Class Representative Service Payment of Seven Thousand Five Hundred Dollars and Zero Cents
21 (\$7,500.00) to Plaintiff be preliminarily approved by the Court. (Rose Decl., ¶ 45; Duong Decl., ¶ 12).

22 **VIII. THE REQUESTED CLASS COUNSEL FEES PAYMENT ARE REASONABLE**

23 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions are
24 “not to be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v. Beneficial Cal, Inc.*, 82
25 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees
26 paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id.* at 47). In cases
27 where class members present claims against a common fund and the defendant agrees to a percentage of
28 the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 32).

1 Here, the requested attorneys' fees of one-third (1/3) of the Gross Settlement Amount (i.e.,
2 \$603,333.33 if the Gross Settlement Amount is \$1,810,000.00) is disclosed to Class Members in the
3 proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is
4 common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will
5 elaborate on the nature of the legal services provided and will also support Class Counsel's request for
6 the reimbursement of litigation costs and expenses not to exceed Thirty-Five Thousand Dollars and Zero
7 Cents (\$35,000.00). (Rose Decl., ¶ 46). The attorneys' fees and costs that are not ultimately approved
8 by the Court shall instead be included in the Net Settlement Amount to be distributed to Participating
9 Class Members. (Settlement Agreement, ¶ 3.2.2.).

10 **IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS**
11 **MEETS DUE PROCESS REQUIREMENTS**

12 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members.
13 (*Id.*, Exh. A). The Class Notice will include information regarding the nature of the Action, a summary
14 of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the
15 Settlement and to dispute Workweeks and/or Pay Periods, and the date of the Final Approval Hearing.
16 (*Ibid.*). The Class Notice will list each Class Member's total Workweeks and their estimated Individual
17 Class Payment and each PAGA Settlement Group Members's total Pay Periods and their estimated
18 Individual PAGA Payment. (*Ibid.*).

19 No later than fifteen (15) business days after the Court grants preliminary approval of the
20 Settlement, Defendant will provide a list in a formatted readable Microsoft Office Excel spreadsheet to
21 the Administrator containing the following information for each Class Member: full name, last-known
22 mailing address, Social Security number, and number of Workweeks and Pay Periods. (collectively
23 referred to as the "Class Data"). (*Id.*, ¶¶ 1.7. and 4.2.). No later than fourteen (14) calendar days after
24 receiving the Class Data from Defendant, the Administrator shall update Class Member addresses using
25 the National Change of Address database, and will mail a Class Notice in English to all Class Members
26 via First-Class U.S. Mail. (*Id.*, ¶ 7.4.2.). The Parties have agreed to use Phoenix Settlement
27 Administrators as the Administrator. (Rose Decl., ¶ 49; Settlement Agreement, ¶ 7.1.).

28 ///

1 In determining whether to approve a settlement of a class action, a trial court has virtually
2 complete discretion as to the manner of giving notice to class members, and review on appeal is governed
3 by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380
4 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which
5 would result in a higher likelihood of actual notice. (Rose Decl., ¶ 50). The original source of the mailing
6 addresses is from Class Members, who provided the information to Defendant. (Ibid).

7 Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice
8 by the Administrator to submit a Request for Exclusion, written objection, and/or challenge to
9 Workweeks and/or Pay Periods (“Response Deadline”). (Settlement Agreement, ¶ 1.41.).

10 No later than three (3) business days after the Administrator’s receipt of any Class Notice returned
11 by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding
12 address provided by the USPS. (*Id.*, ¶ 7.4.3.). If the USPS does not provide a forwarding address, the
13 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most
14 current address obtained. (Ibid). In the event that a Class Notice is re-mailed to a Class Member, the
15 Response Deadline for that Class Member shall be extended an additional fourteen (14) calendar days
16 from the original Response Deadline. (*Id.*, ¶ 7.4.4.).

17 Class Members will have an opportunity to challenge the number of Workweeks and/or Pay
18 Periods allocated to the Class Member in the Class Notice by submitting a written challenge to the
19 Administrator via fax, email, or mail no later than the Response Deadline. (*Id.*, ¶ 7.6.).

20 Class Members who wish to exclude themselves from the Class Settlement must send the
21 Administrator, by fax, email, or mail, a signed written request to be excluded from the class action
22 components of the Settlement (“Request for Exclusion”) no later than the Response Deadline. (*Id.*, ¶¶
23 1.40 and 7.5.1). A Request for Exclusion is a letter from a Class Member or their representative that
24 reasonably communicates the Class Member’s election to be excluded from the Class Settlement and
25 includes the Class Member’s full name, address, and email address or telephone number. (*Id.*, ¶ 7.5.1).
26 Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
27 Participating Class Members who are PAGA Settlement Group Members are deemed to release the
28 Released PAGA Claims and are eligible for an Individual PAGA Payment. (*Id.*, ¶ 7.5.4.).

1 Participating Class Members may send written objections to the class action components of the
2 Settlement to the Administrator, by fax, email, or mail no later than the Response Deadline. (*Id.*, ¶ 7.7.2.).
3 In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in
4 Court) to present verbal objections at the Final Approval Hearing. (*Ibid.*).

5 **X. CONCLUSION**

6 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
7 Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

8 Respectfully submitted,

9 Dated: August 24, 2026

BLACKSTONE LAW, APC

10 By:



11 Alexandra Rose
12 Attorneys for Plaintiff Khanh Duong
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