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County of Alameda

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

JESSICA LOPEZ, individually, on behalf of all
others similarly situated,

Plaintiff,

v.

LECANGS LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV030348

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Michael
Markman, Dept. 23]

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

PRELIMINARY APPROVAL HEARING

Date: December 2, 2025

Time: 10:00 a.m.

Dept: 23

Reservation No. 306245073561

Complaint filed: March 30, 2023

FAC filed: October 24, 2023

SAC filed: October 21, 2024

TAC filed: September 30, 2025

Trial date: Not Set

1 **TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on September 2, 2025 at 10:00 a.m., in Department 23 of
3 the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612, pursuant
4 to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq.*, Plaintiff Jessica
5 Lopez (“Plaintiff”) will move the Court for an Order granting preliminary approval of the proposed
6 class action settlement between Plaintiff and Defendant Lecangs LLC (“Defendant”). Plaintiff
7 further moves the Court for an Order:

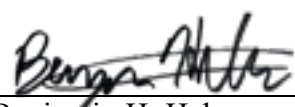
- 8 1. Granting preliminary approval of the Class Action and PAGA Settlement Agreement;
9 2. Certifying a Class for settlement purposes;
10 3. Approving the Notice and the plan for distribution of the Notice;
11 4. Appointing Plaintiff Jessica Lopez as Class Representatives for settlement purposes;
12 5. Appointing Plaintiff’s Counsel, Benjamin H. Haber, Daniel J. Kramer, Angela Leong,
13 and Alan Wilcox of Wilshire Law Firm, PLC, as Class Counsel for settlement purposes;
14 6. Appointing ILYM Group, Inc. as the Settlement Administrator; and
15 7. Scheduling a final approval hearing.

16 The motion will be based upon this notice, the attached memorandum of points and
17 authorities, the Declaration of Benjamin H. Haber, filed concurrently herewith, the records and
18 files in this action, and any other further evidence or argument that the Court may properly receive
19 at or before the hearing.

20 Respectfully submitted,

21 Dated: November 3, 2025

WILSHIRE LAW FIRM

22 By: 

23 Benjamin H. Haber
24 Daniel J. Kramer
25 Angela Leong
26 Alan Wilcox

Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jessica Lopez (“Plaintiff”) seeks preliminary approval of a proposed \$290,000.00 non-reversionary, wage and hour class action settlement with Defendant Lecangs LLC (“Defendant,” and together with Plaintiff, the “Parties”). The Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) will provide substantial monetary payments to class members who worked approximately 11,550 workweeks. And, as set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. The Settlement was reached after extensive investigation, discovery, and negotiations. The negotiations were at arms-length and were facilitated by an experienced class action mediator, Paul Grossman, Esq., over the course of a full day of mediation that was conducted via Zoom. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses, the Parties reached a settlement on June 10, 2025. Accordingly, Plaintiff requests that the Court preliminarily approve the proposed Settlement, certify the proposed settlement class, approve the proposed notice, and set a final approval hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff’s Claims

This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, *et seq.*) representative action. Plaintiff and the putative class members worked in California as hourly-paid or non-exempt employees for Defendant during the class period. Defendant is an international eCommerce logistics and warehousing company with warehouses located throughout the United States and the world. (Declaration of Benjamin H. Haber in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement [“Haber Decl.”], ¶ 2.)

Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff further alleges that Defendant failed to: provide employees with legally compliant meal and rest periods; and Defendant failed to reimburse business expenses. Based

1 on these allegations, Plaintiff asserts related claims for failure to pay wages during employment,
2 failure to pay all final wages at termination, failure to provide accurate wage statements, failure
3 to keep requisite payroll records, unfair business practices, and civil penalties under PAGA.
4 (Haber Decl. at ¶ 3.)

5 On March 30, 2023, Plaintiff filed a putative wage and hour class action complaint
6 against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204,
7 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3)
8 failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and
9 permit rest periods (Labor Code § 226.7); (5) failure to timely pay final wages at termination
10 (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code
11 § 226); (7) failure to indemnify employees for expenditures (Labor Code § 2802); and (8) unfair
12 business practices (Business and Professions Code §§ 17200, *et seq.*). (Haber Decl., at ¶ 4.)
13 Plaintiff sent a notice to Defendant and the California Labor & Workforce Development Agency
14 (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA on April 17, 2023.
15 (*Id.*) On October 20, 2023, Plaintiff filed a First Amended Complaint against Defendant adding
16 a claim for civil penalties under PAGA. (*Id.*) On October 21, 2024, Plaintiff filed a Second
17 Amended Complaint which amended the definition of the Class. (*Id.*) On September 30, 2025,
18 Plaintiff filed a Third Amended Complaint to further add additional factual allegations. (*Id.*)

19 **B. Discovery and Investigation**

20 Following the filing of the initial complaint, the Parties exchanged documents and
21 information before mediating this action. Defendant produced a sample of time and pay records
22 for class members. Defendant also provided documents of its wage and hour policies and
23 practices during the class period, and information regarding the total number of current and
24 former employees in its informal discovery responses. (Haber Decl., at ¶ 5.)

25 After reviewing documents regarding Defendant’s wage and hour policies and practices
26 and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to evaluate
27 the probability of class certification, success on the merits, and Defendant’s maximum monetary
28 exposure for all claims. (Haber Decl., at ¶ 6.) Class Counsel also investigated the applicable

1 law regarding the claims and defenses asserted in the litigation. (*Id.*) Class Counsel reviewed
2 these records and prepared a damage analysis prior to mediation. (*Id.*) This extensive
3 investigation and discovery allowed Class Counsel to act intelligently and effectively in
4 negotiating the Settlement.

5 **C. Settlement Negotiations**

6 On March 15, 2024, the Parties participated in the first private mediation session with
7 experienced class action mediator Paul Grossman, Esq. (Haber Decl., ¶ 7.) On May 7, 2024,
8 the Parties participated in a second mediation with Paul Grossman, Esq. after agreeing to
9 reschedule it. The mediation was conducted via Zoom. The settlement negotiations were at
10 arm's length and, although conducted in a professional manner, were adversarial. The Parties
11 went into the mediation willing to explore the potential for a settlement of the dispute, but each
12 side was also prepared to litigate their position through trial and appeal if a settlement had not
13 been reached. (*Id.*) After extensive negotiations and discussions regarding the strengths and
14 weaknesses of Plaintiff's claims and Defendant's defenses during the mediation and after the
15 mediation, the Parties reached a settlement on June 10, 2025, the material terms of which are
16 encompassed within the Settlement. (*Id.* at ¶ 8, Ex. 1, Settlement Agreement.)

17 Class Counsel has conducted a thorough investigation into the facts of this case. Based
18 on the foregoing discovery and their own independent investigation and evaluation, Class
19 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
20 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
21 of significant delay, the defenses that could be asserted by Defendant both to certification and
22 on the merits, trial risk, and appellate risk. (*Id.* at ¶ 14.)

23 Indeed, the \$290,000.00 Settlement represents approximately **50%** of the **realistic**
24 **maximum recovery** of \$574,415. (Haber Decl., at ¶ 23.) Although Class Counsel estimated
25 that Defendant's maximum potential liability for all claims was approximately \$4.8 million,
26 when the risk of prevailing at certification and trial are factored into the equation, Class Counsel
27 believes that Defendant's realistic exposure was \$574,415, meaning the Settlement achieves a
28 significant recovery. (*Id.* at ¶¶ 14-27.) Considering the risk and uncertainty of prevailing at

1 class certification and at trial, this is an excellent result for the Class. (*Id.* at ¶ 25.) Indeed,
2 because of the proposed Settlement, class members will receive timely, guaranteed relief and
3 will avoid the risk of an unfavorable judgment.

4 **D. Key Terms of the Proposed Settlement**

5 The Settlement’s key terms include:

6 1. Class Definition: For settlement purposes only, the Parties agree to the certification of
7 a class pursuant to California Code of Civil Procedure § 382 defined as: “all persons who worked
8 for Defendant in California as a non-exempt or hourly paid employee and/or who worked for
9 Defendant and any staffing agency, including Lobos Staffing, Inc., SupremeHR Service, LLC,
10 Workforce Enterprises, Inc., and Precise Personnel, LLC, as a non-exempt or hourly-paid joint
11 employee at any time during the Class Period.” (Settlement, § 1.5.)

12 2. Class Period: “means the period from November 1, 2020 to August 5, 2024.”
13 (Settlement, § 1.12.)

14 3. Participating Class Members: “means a Class Member who does not submit a valid and
15 timely Request for Exclusion from the Settlement.” (Settlement, § 1.35.)

16 4. Aggrieved Employees: “means all persons who worked for Defendant in California as
17 a non-exempt or hourly-paid employee and/or who worked for any staffing agencies including
18 Lobos Staffing, Inc., SupremeHR Service, LLC, Workforce Enterprises, Inc., and Precise
19 Personnel, LLC and were assigned to work for Defendant as a non-exempt or hourly-paid joint
20 employee during the PAGA Period.” (Settlement, § 1.4.)

21 5. PAGA Period: “means the period from March 30, 2022 to August 5, 2024.”
22 (Settlement, § 1.31.)

23 6. Gross Settlement Amount: “means \$290,000.00 which is the total amount Defendant
24 agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement
25 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA
26 PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service
27 Payment and the Administrator’s Expenses.” (Settlement, § 1.22.)

28 7. Uncashed Checks: “For any Class Member whose Individual Class Payment check or

Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid At Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104 (“Cy Pres Recipient”). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.” (Settlement, § 4.4.3.)

8. Release by Participating Class Members: “All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations that were alleged or could have been alleged in the Second Amended Complaint including but not limited to claims for: (1) failure to timely pay all wages earned for all hours worked during employment including minimum, straight, and overtime wages; (2) failure to provide meal periods or additional pay in lieu thereof; (3) failure to provide legally required rest breaks and/or recovery periods or additional pay in lieu thereof; (4) failure to pay all owed wages at the end of employment; (5) failure to maintain and/or provide legally required records including accurate wage statements, payroll records, and time records; (6) failure to reimburse necessary business expenses; and (7) alleged violations of California Labor Code sections 200-204, 210, 221, 223, 225, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 1174, 1174.5, 1182.12, 1194, 194.2, 1197, 1197.1, 1198, 1199, 510, 512, 516, 558, 558.1, 2100-2112, 2800-2802, 2810.3, 2810.5, 2698 et seq., California Code of Regulations Title 8, Section 3395, Business and Professions Code Sec. 17200 et seq., and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20 (collectively, the “Class Released Claims”) Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period..” (Settlement, § 5.2.) This Release will be deemed 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

1 Individual Class Payments. (Settlement, § 5.)

2 9. Release by Aggrieved Employees: “All Aggrieved Employees are deemed to release,
3 on behalf of themselves and their respective former and present representatives, agents, attorneys,
4 heirs, administrators, successors, and assigns, the Released Parties from all claims for statutory
5 pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the PAGA
6 Period facts and/or allegations stated in the Second Amended Complaint, and the Operative PAGA
7 Notice including but not limited to claims for: (1) failure to timely pay all wages earned for all
8 hours worked during employment including minimum, straight, and overtime wages; (2) failure to
9 provide meal periods or additional pay in lieu thereof; (3) failure to provide legally required rest
10 breaks and/or recovery periods or additional pay in lieu thereof; (4) failure to pay all owed wages
11 at the end of employment; (5) failure to maintain and/or provide legally required records including
12 accurate wage statements, payroll records, and time records; (6) failure to reimburse necessary
13 business expenses; and (7) alleged violations of California Labor Code sections 200-204, 210, 221,
14 223, 225, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 1174, 1174.5, 1182.12, 1194, 194.2, 1197,
15 1197.1, 1198, 1199, 510, 512, 516, 558, 558.1, 2100-2112, 2800-2802, 2810.3, 2810.5, 2698 et
16 seq., California Code of Regulations Title 8, Section 3395, Business and Professions Code Sec.
17 17200 et seq., and relevant Industrial Welfare Commission wage order sections addressing such
18 claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12,
19 14, and 20 (the “PAGA Released Claims”). Aggrieved Employees only release these claims for
20 the duration of the PAGA Period.” (Settlement, § 5.3.)

21 10. No Reversion: “None of the Gross Settlement Amount will revert to Defendant.”
22 (Settlement, § 3.1.)

23 11. PAGA Allocation: “PAGA Penalties in the amount of \$20,000.00 to be paid from
24 the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and
25 25% (\$5,000.00) allocated to the Individual PAGA Payments.” (Settlement, § 3.2.5.) Class
26 Counsel submitted the proposed settlement to the LWDA before filing this Motion for Preliminary
27 Approval. (Haber Decl., ¶ 9.)

28 12. Net Settlement Amount: “means the Gross Settlement Amount, less the following

1 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
2 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
4 paid to Participating Class Members as Individual Class Payments.” (Settlement, § 1.28.)

5 13. Distribution Formula: “An Individual Class Payment calculated by (a) dividing the
6 Net Settlement Amount by the total number of Workweeks worked by all Participating Class
7 Members during the Class Period and (b) multiplying the result by each Participating Class
8 Member’s Workweeks.” (Settlement, § 3.2.4.) As to PAGA: “The Administrator will calculate
9 each Individual PAGA Payment by (a) dividing the amount of Aggrieved Employees’ 25% share
10 of PAGA Penalties \$5,000.00 by the total number of PAGA Period Pay Periods worked by all
11 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
12 Employees’ PAGA Period Pay Periods.” (Settlement, § 3.2.5.1.)

13 14. Tax Allocation: “20% of each Participating Class Member’s Individual Class
14 Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions
15 are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of
16 each Participating Class Member’s Individual Class Payment will be allocated to settlement of
17 claims for interests and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not
18 subject to wage withholdings and will be reported on IRS 1099 Forms.” (Settlement, § 3.2.4.1.)

19 15. Class Representative Service Awards: “Class Representative Service Payment to
20 the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment
21 and Individual PAGA Payment the Class Representative is entitled to receive as a Participating
22 Class Member).” (Settlement, § 3.2.1.)

23 16. Attorneys’ Fees and Costs: “A Class Counsel Fees Payment of not more than 33 and
24 1/3%, which is currently estimated to be \$96,666.67 and a Class Counsel Litigation Expenses
25 Payment of not more than \$40,000.00. Defendant will not oppose requests for these payments
26 provided that do not exceed these amounts.” (Settlement, § 3.2.2.)

27 17. Notice of Proposed Class Action Settlement: The Notice sets forth in plain terms, a
28 statement of the case, the terms of the Settlement Agreement, the approximate amount of attorneys’

1 fees, costs, and service awards being sought, and an explanation of how the settlement allocations
2 are calculated. (Settlement, Ex. A, Class Notice.) Class Members will be notified by first-class
3 mail of the settlement. (Settlement, § 4.4.1.) ILYM Group, Inc., the proposed Settlement
4 Administrator, will undertake its best efforts to ensure that the notice is provided to the current
5 addresses of class members, including conducting a national change of address search and re-
6 mailing the notice to updated addresses. (*Id.*; Haber Decl., ¶ 10, Ex. 2 [Settlement Administrator
7 Bid].)

8 **III. DISCUSSION**

9 To prevent fraud, collusion, or unfairness to the class, the settlement of a class action
10 requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This
11 Court has wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super.*
12 *Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached
13 through arm's-length bargaining; (2) investigation is sufficient to allow counsel and the court to
14 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
15 is small. (*Dunk*, 48 Cal.App.4th at p. 1800.)

16 In considering whether a settlement is reasonable, the trial court should consider relevant
17 factors, which may include the strength of plaintiff's case, the risk, expense, complexity and likely
18 duration of further litigation, the risk of maintaining class action status through trial, the amount
19 offered in settlement, the extent of discovery completed and the stage of the proceedings, the
20 experience and views of counsel, the presence of a governmental participant, and the reaction of
21 the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
22 Cal.App.4th 116, 128.) In order to approve a class action settlement, the court must satisfy itself
23 that the class settlement is within the "ballpark" of reasonableness. (*Id.* at p. 133.) The record
24 need not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-*
25 *Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not
26 require "an explicit statement of the maximum amount the plaintiff class could recover if it
27 prevailed on all its claims", but instead, only an "understanding of the amount that is in controversy
28 and the realistic range of outcomes of the litigation."].)

As discussed below, Class Counsel has provided information exceeding the threshold required to provide this Court with materials and information necessary to determine that the proposed settlement is fair, adequate, and reasonable.

A. The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation, Litigation, and Negotiation

1. The Settlement Is the Product of Discovery, Investigation, and Informed and Non-Collusive Arm's-Length Negotiations

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered; thus, there is a presumption here that the negotiations were conducted in good faith. (Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 11.51.) Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that a plaintiff might have received more if the case had been fully litigated is no reason not to approve the settlement.”].)

The Settlement was reached following extensive negotiations following two days of mediation with experienced employment mediator, Paul Grossman, Esq. (Haber Decl., ¶ 7.) The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their or its position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties reached an agreement. (Haber Decl., ¶ 8.)

Prior to reaching this settlement, Class Counsel conducted informal discovery concerning the claims set forth in the litigation, such as a sample of class member timekeeping and payroll records, Defendant's policies and procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements, and providing all wages at separation, as well as information regarding the number of putative class members and the mix of current versus former employees, the wage rates in effect, and the amount of meal and rest period premium wages

1 paid to class members. (*Id.* at ¶¶ 5-6.) In conjunction with their extensive factual investigation,
2 Class Counsel investigated the applicable law regarding the claims and defenses asserted in the
3 litigation. (*Id.*) Thus, Plaintiff and her counsel were able to act intelligently and effectively in
4 negotiating the proposed Settlement. (*Id.*)

5 Class Counsel also has considerable experience and has demonstrated competence with
6 litigating wage and hour class actions. (*Id.* at ¶¶ 38-46.) Again, this supports the position that the
7 terms of the Settlement are premised on objective evidence that has been considered and weighed
8 in light of the risks, expenses, and time consumption to both sides of continued litigation of this
9 action.

10 **2. The Settlement Is Fair and Reasonable in Light of the Parties’** 11 **Respective Legal Positions**

12 A settlement is not judged against what might plaintiff recover had he prevailed at trial, nor
13 does the settlement have to provide 100% of the damages sought to be fair and reasonable.
14 (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent
15 and necessary in the settlement process . . . even if the relief afforded by the proposed settlement
16 is substantially narrower than it would be if the suits were to be successfully litigated, this is no
17 bar to a class settlement because the public interest may indeed be served by a voluntary settlement
18 in which each side gives ground in the interest of avoiding litigation.”].)

19 This settlement avoids the risks and the accompanying expense of further litigation. (Haber
20 Decl., ¶ 25.) While Plaintiff is confident in the merits of her claims, a legitimate controversy exists
21 as to each cause of action. (*Id.* at ¶ 24.) Plaintiff also recognizes that proving the amount of wages
22 due to each class member would be an expensive, time-consuming, and uncertain proposition. (*Id.*)

23 The proposed settlement of \$290,000.00 therefore represents a substantial recovery when
24 compared to Plaintiff’s reasonably forecasted recovery. (*Id.* at ¶¶ 14-27.) Because of the proposed
25 Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an
26 unfavorable judgment. When considering the risks of litigation, the uncertainties involved in
27 achieving class certification, the burdens of proof necessary to establish liability, the probability
28 of appeal of a favorable judgment, it is clear that the settlement amount of \$290,000.00 is within

the “ballpark” of reasonableness, and preliminary settlement approval is appropriate. (*Id.*) ***Indeed, each Settlement Class Member is eligible to receive an average gross benefit of approximately \$25.00 per workweek.*** (*Id.* at ¶ 26.)

3. Class Counsel Has Extensive Experience in Class Action Litigation

The settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel have a strong record of vigorous and effective advocacy for their clients and are experienced in handling complex wage and hour class action litigation. (Haber Decl., ¶¶ 38-46.) Although Plaintiff and her counsel were prepared to litigate the claims alleged in the litigation, they support the proposed Settlement as being in the best interests of the class.

B. The Proposed Class Notice of Settlement Should Be Approved

The proposed Notice, in the form attached to the Settlement Agreement, should be approved for dissemination to the class. The Notice informs the class of the terms of the settlement and of their rights to be excluded from the settlement. And if there are class members who wish to object to this proposed class action settlement, they will have the opportunity to file their objections and be heard at the Final Approval Hearing. Accordingly, the proposed Notice meets all the requirements of Rule 3.769(f) of the California Rules of Court.

C. The Proposed Attorneys’ Fees and Costs Are Reasonable

Under the Settlement, subject to the Court’s approval, Defendant agrees to pay Class Counsel reasonable attorneys’ fees in amount of \$96,666.67, which is 1/3 of the Gross Settlement Amount, and up to \$40,000.00 in costs. These amounts are disclosed to all class members in the proposed Notice and are reasonable.

1. Class Counsel Request an Award of Fees Based on the “Common Fund” Method

California courts have long awarded attorneys’ fees as a percentage of the benefit created by counsel in creating a common fund. The California Supreme Court held that “when a number of persons is entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys’ fees out of the fund.” (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34,

1 quoting *D'Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1.)

2 Class Counsel seeks an award of attorneys' fees on the "percentage of recovery/common
3 fund" theory. The purpose of this approach is to "spread litigation costs proportionally among all
4 the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v.*
5 *Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1995)
6 15 Cal.3d 162, the California Supreme Court stated: "[O]ne who expends attorneys' fees in
7 winning a suit which creates a fund from which others derive benefits may require those passive
8 beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in *City and*
9 *County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized
10 that the common fund doctrine has been applied "consistently in California when an action brought
11 by one party creates a fund in which other persons are entitled to share." (*Id.* at p. 110.)

12 The California Supreme Court affirmed in *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th
13 480 that, "when class action litigation establishes a monetary fund for the benefit of the class
14 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the
15 court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
16 fund created." (*Id.* at p. 503.) The court explained: "The recognized advantages of the percentage
17 method—including relative ease of calculation, alignment of incentives between counsel and the
18 class, a better approximation of market conditions in a contingency case, and the encouragement
19 it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—
20 convince us the percentage method is a valuable tool that should not be denied our trial courts."
21 (*Id.* [internal citations omitted].)

22 2. The Requested Fee Award Is in Line with Typical Cases

23 According to a leading treatise on class actions, "[n]o general rule can be articulated on
24 what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on
25 a reasonable fee award from a common fund in order to assure that the fees do not consume a
26 disproportionate part of the recovery obtained for the class, although somewhat larger percentages
27 are not unprecedented." (*See Conte & Newberg, Newberg on Class Actions* (3rd Ed.) § 14.03.)
28 Attorneys' fees that are fifty percent of the fund are typically considered the upper limit, with thirty

1 to forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also*
2 *Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most
3 cases where 30-50 percent was awarded involved “smaller” settlement funds of under \$10
4 million].)

5 Here, Plaintiff requests attorneys’ fees equal to 1/3 of the Gross Settlement Amount, which
6 is in line with the prevailing guidelines established in California case law and academic literature
7 and is consistent with awards in California. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th
8 43, 66, n.11 [“Empirical studies show that, regardless whether the percentage method or the
9 lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)
10 Accordingly, Plaintiff respectfully requests that the Court approve the attorneys’ fees as negotiated
11 by the Parties and requested herein.

12 3. This Matter Involves A “Fee-Shifting” Provision of the Labor Code

13 Labor Code § 1194 (a) provides for the recovery of “minimum wage or overtime
14 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Under this
15 section, Plaintiff would be permitted to recover their actual attorneys’ fees, even if those fees were
16 larger than the total class recovery at the conclusion of this case. This settlement is beneficial in
17 that it limits the risk of continued expenses and consumption of time, energy, and resources facing
18 Defendant while at the same time rewarding Class Counsel for their decision to assume risk by
19 taking on this matter. In fact, prosecution of this action involved significant financial risk for Class
20 Counsel. (Haber Decl., ¶¶ 36-37.) Class Counsel undertook this matter solely on a contingent
21 basis, with no guarantee of recovery. (*Id.*) Once counsel undertook this litigation on behalf of the
22 Class, Class Counsel committed to pursue it to its conclusion, placing its fiduciary duty to the Class
23 ahead of all other concerns.

24 4. The Experience, Reputation and Ability of Class Counsel Support the 25 Requested Fee Award

26 As demonstrated by their past experience in pursuing class actions on behalf of consumers
27 and employees, Class Counsel possess considerable expertise in litigating class actions. (Haber
28 Decl., ¶¶ 38-46.) Class Counsel has been involved as lead counsel or co-counsel in several class

1 actions that resulted in millions in recovery. (*Id.*) Because it is reasonable to compensate class
2 counsel commensurate with their skill, reputation and experience, Class Counsel's requested fee
3 award is supported here.

4 Class Counsel's experience in wage and hour class actions was integral in evaluating the
5 strengths and weaknesses of the case against Defendant and the reasonableness of the settlement.
6 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning
7 the rapidly evolving substantive law (state and federal), as well as the procedural law of class
8 action litigation. Based on these and other factors, Class Counsel has frequently received fee
9 awards of this percentage from the gross recovery for the class. Therefore, the requested fee award
10 is reasonable and fair.

11 **D. The PAGA Allocation is Reasonable**

12 Where settlements negotiate a good faith amount for PAGA penalties and "there is no
13 indication that this amount was the result of self-interest at the expense of other" class members,
14 such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr.
15 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133 at *1, 9.) Courts have approved amounts for
16 PAGA penalties in the range of zero to two percent of the total maximum amount of the Settlement.
17 (*Id.* [approving a PAGA payment of 0.3%, or \$1,500]; *see also Jack v. Hartford Fire Ins. Co.* (S.D.
18 Cal. Oct. 13, 2011) 2011 WL 4899942 at *6 [approving a PAGA payment of 0.25%]; *McKenzie v.*
19 *Fed. Express Corp.* (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124 at *5 [acknowledging that courts
20 approve PAGA claim settlements in the range of zero to two percent of the total settlement].) Here,
21 the amount to be paid to the LWDA is larger than many other PAGA settlement amounts approved
22 by the courts where seemingly nominal amounts were allocated for such claims. (*See, e.g., Zubia*
23 *v. Shamrock Foods Co.* (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX, 2017 WL 10541431,
24 at *14 [approving a PAGA settlement of 0.1%]; *Hopson, supra*, 2008 WL 3385452, at *1
25 [approving a PAGA settlement of 0.3% or \$1,500]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
26 Oct. 31, 2012) No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *3 [approving a PAGA
27 settlement of 0.27%].) Here, the Parties negotiated a good faith amount of \$20,000.00, 75%
28 percent of which (\$15,000.00) will be paid to the LWDA and 25% (\$5,000.00) to be distributed to

1 the Aggrieved Employees. (Settlement, § 3.2.5.) The \$20,000.00 settlement amount equates to
2 approximately 6.9% of the Gross Settlement Amount, which far exceeds amounts that are routinely
3 approved. The Parties negotiated to allocate 6.9% of the Settlement to PAGA penalties in good
4 faith and this amount is reasonable considering that the maximum PAGA penalties were estimated
5 at \$464,300.00 (which assumed \$100 per pay period). (Haber Decl., ¶ 22.)

6 **E. The Service Awards to Named Plaintiff Is Reasonable**

7 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
8 compensate them for the expense or risk they have incurred in conferring a benefit on other
9 members of the class.” (*Munoz, supra*, 86 Cal.App.4th at p. 412.) Courts routinely grant approval
10 of class action settlement agreements containing enhancements for the class representatives, which
11 are necessary to provide incentive to represent the class, and are appropriate given the benefit the
12 class representatives help to bring about for the class. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir.
2009) 563 F.3d 948, 958-59.)

13 Service awards are particularly important to plaintiffs in wage and hour cases because they
14 promote the important public policies underlying the wage and hour laws. This strong policy is
15 codified in California Labor Code § 90.5, which provides, “it is the policy of this state to vigorously
16 enforce minimum labor standards in order to ensure employees are not required or permitted to
17 work under substandard unlawful conditions” Nonetheless, the California Supreme Court has
18 noted that “retaliation against employees for asserting statutory rights under the Labor Code is
19 widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.*
20 (2007) 42 Cal.4th 443, 460-61.) In this context, class representatives should be rewarded for
21 assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.*
22 (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

23 Under the settlement agreement, subject to the Court’s approval, Defendant agreed to pay
24 Service Awards in the amount of \$10,000.00 to named Plaintiff Jessica Lopez. This amount is also
25 in exchange for Plaintiff’s general release of all claims against Defendant. Courts routinely
26 approve enhancement awards in excess of \$10,000.00 for plaintiffs represented by Class
27 Counsel. (*See, e.g., Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) 2021 WL
28 3673845, *3 [“The Court concludes a \$10,000 incentive award is appropriate.”]; *Suarez v. Bank of*

1 *America, National Association* (N.D. Cal., Jan. 11, 2024, No. 18-CV-01202-LB) 2024 WL 150721,
2 at *4 [“The court approves awards of \$10,000 for each class representative.”].) Class Counsel
3 represent that Plaintiff devoted a great deal of time and work assisting counsel in the case,
4 communicated with counsel very frequently for litigation and to prepare for mediation, and was
5 frequently in contact with Class Counsel during the mediation. (*See generally* Plaintiff’s
6 declaration; Haber Decl., ¶¶ 28-32.) This amount is reasonable particularly in light of the
7 substantial benefits Plaintiff generated for all class members. (*Id.*)

8 When compared with the amounts awarded in typical class action cases, the amount
9 requested here is particularly reasonable. Indeed, a **2006** study examining the average incentive
10 award given to class action plaintiffs from **1993 to 2002** found that the “average award per class
11 representative was \$15,992 and the median award per class representative was \$4,357.” (Eisenberg
12 & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L.Rev.
13 1303, 1308.) That same study found that named plaintiffs in employment discrimination class
14 actions received an average award of \$69,850 and a median award of \$31,081, while named
15 plaintiffs in other employment class actions received an average award of \$12,121 and a median
16 award of \$13,059. (*Id.* at p. 1334.) The authors of the study found that higher awards in
17 employment cases reflected the “courts’ wish to make representative plaintiffs whole by
18 compensating them for the high costs of their service to the class, including risks of stigmatization
19 or retaliation on the job.” (*Id.* at p. 1308.)

20 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

21 **A. Legal Standard**

22 The proposed Settlement Class is well suited for class certification. All of the claims derive
23 from a core set of alleged violations of California’s wage and hour laws and regulations. For the
24 reasons set forth more fully below, for purposes of settlement only, the Class satisfies the
25 prerequisites for certification under Code of Civil Procedure § 382. Section 382 provides: “when
26 the question is one of a common or general interest, of many persons, or when the parties are
27 numerous, and it is impracticable to bring them all before the court, one or more may sue or defend
28 for the benefit of all.” (Code Civ. Proc., § 382.) There are two requirements to section 382: “(1)

[t]here must be an ascertainable class; and (2) there must be a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented.” (*Daar v. Yellow Cab Co.* (1967) 67 Cal. 2d 695, 704 [citations omitted].) To clarify these requirements, the California Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the community-of-interest requirement itself embodies three factors: “(1) predominant 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.” (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal. 3d 462, 470.)

California law and policy favor the fullest and most flexible use of the class action device. (*Id.* at pp. 469-73.) Indeed, “Courts long have acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system” particularly where the rights of consumers are at issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to the appropriateness of class treatment should be resolved in favor of certification. (*Richmond, supra*, 29 Cal.3d at pp. 473-75.)

B. Plaintiff Maintains That the Criteria for Class Certification Are Satisfied for Settlement Purposes.

1. The Class is Ascertainable and Numerous

The proposed class that Plaintiff seeks to represent is easily ascertainable and includes approximately 293 employees of Defendant.

Plaintiff maintains that there is an easily ascertainable class, defined by objective and precise criteria. Because class members are identified using specific criteria in the regular business records of Defendant, i.e., job position, the class is ascertainable. (*Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959-60 [class membership defined by ownership of product that is the subject of the lawsuit is sufficient to make the class ascertainable].)

“The requirement of Code of Civil Procedure section 382 that there be ‘many’ parties to a class action suit is indefinite and has been construed liberally.” (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’ persons, an action may be maintained as a class action even where the parties are numerous and it is in fact practicable

1 to join them all.” (*Id.*) “No set number is required as a matter of law for the maintenance of a
2 class action.” (*Id.*) “Thus, our Supreme Court has upheld a class representing the 10 beneficiaries
3 of a trust in an action for removal of the trustees.” (*Id.*, citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d
4 574; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a 35 member class.]) Therefore,
5 Plaintiff contends that numerosity is plainly satisfied.

6 **2. There are Many Common Issues of Law and Fact Which Predominate**

7 The Court should grant conditional class certification for settlement purposes here on the
8 grounds that questions of law and fact common to all class and subclass predominate over any
9 individual questions. This inquiry tests whether proposed classes are sufficiently cohesive to
10 warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191
11 Cal.App.3d 605.)

12 Here, the employment practices at issue are: whether Defendant had legally compliant
13 policies and practices for all hours worked, including overtime wages; whether Defendant had
14 legally compliant policies and practices to provide employees with meal periods; whether
15 Defendant had legally compliant policies and practices authorizing and permitting its employees
16 to take rest periods; whether Defendant reimbursed employees for business expenses; whether
17 payment of wages during employed was timely; whether final payment of wages was untimely and
18 excluded unpaid wages, including meal and rest period premium wages; whether wage statements
19 were consequently non-compliant; and whether Defendant failed to keep requisite payroll records.
20 Plaintiff contends that the factual and legal issues are the same for all of the identified class
21 members, including Plaintiff. Further, all class members suffered from, and seek redress for, the
22 same alleged injuries.

23 **3. Plaintiff’s Claims Are Typical of the Claims of the Class**

24 The typicality requirement does not focus on the individual characteristics or circumstances
25 of the representative plaintiff compared to those of the remainder of the class, but rather upon the
26 typicality of the proposed representative’s claims as they relate to the defendant’s conduct and
27 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 [“[t]he only requirements are that
28 common questions of law and fact predominate and that the class representative be similarly

1 situated” vis-à-vis the class.].) A representative plaintiff’s claims are typical of the class if they
2 arise from the same event, practice or course of conduct, and if the claims rest on the same legal
3 theories. (*Id.*) That is precisely the case here. Plaintiff is a former employee of Defendant; as
4 such, she alleges that she was subject to the same policies and practices as other similarly situated
5 employees.

6 **4. Plaintiff and Her Counsel Meet the Adequacy Requirement**

7 The adequacy of representation requirements is met by fulfilling two conditions: first, a
8 named plaintiff must be represented by counsel qualified to conduct the pending litigation; second,
9 a named plaintiff’s interests cannot be antagonistic to those of the class. (*McGhee v. Bank of*
10 *America* (1976) 60 Cal.App.3d 442, 451.)

11 All of these requirements are met here for settlement purposes. Plaintiff retained counsel
12 with extensive experience in prosecuting complex class actions, including similar class actions that
13 previously settled. (Haber Decl., ¶¶ 38-47.) Class Counsel unquestionably is “qualified,
14 experienced and generally able to conduct the proposed litigation.” (*Miller v. Woods* (1983) 148
15 Cal.App.3d 862, 875.) In addition, Plaintiff has no conflicts, and Plaintiff has, with counsel,
16 litigated this case and diligently reviewed the settlement terms, showing their dedication.
17 Plaintiff’s willingness to serve as a representative demonstrates her serious commitment to
18 bringing about the best results possible for the class. (*McGhee, supra*, 60 Cal.App.3d at p. 451.)

19 **5. A Class Action is Superior to a Multiplicity of Litigation**

20 Finally, in making its class certification decision, the Court must determine that a class
21 action would be superior to alternative means for the fair and efficient adjudication of the litigation.
22 By consolidating many potential individual actions into a single proceeding, this Court’s use of the
23 class action device enables it to manage this litigation in a manner that serves the economics of
24 time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly-
25 situated employees with small but nevertheless meritorious claims for damages would, as a
26 practical matter, have no means of redress because of the time, effort and expense required to
27 prosecute individual actions. (*Gentry, supra*, 42 Cal.4th at pp. 457-62; *Leyva v. Medline Ind.* (9th
28 Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the superiority concerns
are essentially non-existent.

///

1 **V. THE PROPOSED NOTICE IS CONSTITUTIONALLY SOUND**

2 **A. The Proposed Notice Plan Satisfies Due Process**

3 Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
4 Rule 3.766 (e), (f).) California law vests the Court with broad discretion in fashioning an
5 appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no
6 statutory or due process requirement that all class members receive actual notice, but in this matter,
7 the class members will receive direct mailed notice. As the Court of Appeals has explained, “[t]he
8 notice given should have a reasonable chance of reaching a substantial percentage of the Class
9 Members” (*Id.* at p. 974.) In this case, notice of the proposed settlement will be provided
10 by direct mailing, the best possible form of notice.

11 **B. The Notice is Accurate and Informative**

12 The proposed Notice should be approved. It will be disseminated through direct U.S. first
13 class mail to the last known address for each Class Member. It informs the Class Members of the
14 terms of the settlement and their right to be excluded from the Settlement. And if there are Class
15 Members who wish to object to this proposed class action settlement, they will have the
16 opportunity to file their objections and be heard at the Final Approval Hearing.

17 The Notice also fulfills the requirement of neutrality in class notices. (Conte & Newberg,
18 *Newberg on Class Actions* (3rd Ed.) § 8.39.) It summarizes the proceedings to date and the
19 terms and conditions of the settlement agreement, in an informative and coherent manner. It
20 makes clear that the settlement agreement does not constitute an admission of liability by the
21 Defendant, who denies all liability, and it recognizes that this Court has not ruled on the merits
22 of the action. It also states that the final settlement approval decision has yet to be made. The
23 Notice thus complies with the standards of fairness, completeness, and neutrality required of a
24 combined settlement-certification class notice.

25 **VI. CONCLUSION**

26 For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary
27 approval of the proposed settlement and set a Final Approval Hearing.

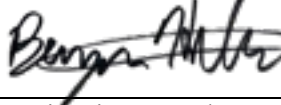
28 ///

1
2 Dated: November 3, 2025

Respectfully submitted,

WILSHIRE LAW FIRM

3
4 By:



Benjamin H. Haber
Daniel J. Kramer
Angela Leong
Alan Wilcox

Attorneys for Plaintiff

PROOF OF SERVICE

Lopez v. Lecangs LLC, et al.
23CV030348

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St, Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On November 3, 2025, I served the foregoing **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Conor J. Dale (SBN 274123)
Conor.Dale@jacksonlewis.com
Larry Nelson
larry.nelson@jacksonlewis.com
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on November 3, 2025, at Los Angeles, California.



Rebecca Padilla