

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Shealene P. Mancuso (SBN 331740)
shealene.mancuso@wilshirelawfirm.com
Mohamed Bholat (SBN 361439)
mohamed.bholat@wilshirelawfirm.com
Courtney M. Miller (SBN 327850)
courtney.miller@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

MIA ZARAGOZA, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

WE DO DOUGH RIVERBANK, INC., a
California corporation, CRUMBLE COOKIES
EAST RIVERSIDE LLC, a California limited
liability company; CRUMBL COOKIES –
EAST RIVERSIDE LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CV-23-001653

*[Assigned for All Purposes to Hon. Clifford
Tong, Dept. 23]*

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

Preliminary Approval Hearing:

Date: December 17, 2026

Time: 8:30 a.m.

Dept.: 23

Action Filed: March 30, 2023

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on December 17, 2026, at 8:30 a.m., or as soon thereafter
3 as the matter may be heard in Department 23 of the Superior Court of California, County of
4 Stanislaus, located at 801 10th Street, Modesto, California 95354, Plaintiff Mia Zaragoza
5 (“Plaintiff”) will and hereby does move this Court for an Order:

- 6 1. Granting preliminary approval of the proposed Class Action and PAGA Settlement
7 Agreement (“Settlement”);
- 8 2. Conditionally certifying the proposed Class for settlement purposes only;
- 9 3. Appointing Plaintiff as the Class Representative;
- 10 4. Appointing Wilshire Law Firm, PLC as Class Counsel;
- 11 5. Appointing Apex Class Action as the Settlement Administrator; and
- 12 6. Setting a final approval hearing date.

13 Pursuant to California Rules of Court, Rule 3.769(d) and (e), this Motion is made on the
14 grounds that the proposed Settlement satisfies all criteria for preliminary approval and falls well
15 within the range of reasonableness. The Settlement was reached through informed, arm’s length
16 bargaining between experienced attorneys with the assistance of an experienced neutral, and
17 Plaintiff and Plaintiff’s Counsel will fairly and adequately represent the Class.

18 This Motion is based on this Notice of Motion, the accompanying Memorandum of
19 Points and Authorities, the Declaration of John G. Yslas, the Declaration of Mia Zaragoza, and
20 on all records and documents on file, together with such oral and documentary evidence that
21 may be presented at the hearing on this matter.

22 Dated: August 25, 2026

Respectfully submitted,
WILSHIRE LAW FIRM, PLC

23
24 By: /s/ Courtney M. Miller
25 Courtney M. Miller
26 Attorneys for Plaintiff
27
28

TABLE OF CONTENTS

I.	INTRODUCTION.....	4
II.	PROCEDURAL HISTORY	5
III.	SUMMARY OF THE SETTLEMENT TERMS	6
A.	Terms of the Proposed Settlement	6
B.	Proposed Settlement Administration	6
C.	Proposed Release	7
IV.	THE PROPOSED SETTLEMENT AGREEMENT MEETS ALL CRITERIA FOR PRELIMINARY APPROVAL.....	8
A.	Provisional Certification of the Class is Appropriate	8
1.	The Proposed Class is Numerous and Ascertainable.....	9
2.	A Well-Defined Community of Interest Exists.....	9
3.	A Class Action is Superior to a Multitude of Individual Lawsuits	11
B.	The Settlement Meets the Standards for Preliminary Approval	12
1.	The Settlement is Entitled to a Presumption of Fairness	12
2.	The Settlement is Reasonable Given the Strengths of Plaintiff's Claims and the Risks and Expense of Further Litigation	13
C.	The Requested Service Payment is Reasonable.....	17
D.	The Requested Attorneys' Fees and Costs Are Reasonable	17
V.	CONCLUSION	18

TABLE OF AUTHORITIES

CASES

<i>Ayala v. Antelope Valley Newspapers, Inc.</i> , 59 Cal.4th 522 (2014)	9
<i>Bell v. Farmers Ins. Exch.</i> , 115 Cal.App.4th 715 (2004)	17
<i>Brinker Restaurant Corp. v. Superior Court</i> , 53 Cal.4th 1004 (2012)	8, 9
<i>Cellphone Termination Fee Cases</i> , 186 Cal.App.4th 1380 (2010)	17
<i>Chavez v. Netflix, Inc.</i> , 162 Cal.App.4th 43 (2008)	12, 17
<i>Dean Witter Reynolds, Inc. v. Superior Court</i> , 211 Cal.App.3d 758 (1989)	11
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	12
<i>Duran v. U.S. Bank Nat'l Ass'n</i> , 59 Cal.4th 1 (2014)	9
<i>Global Minerals & Metals Corp. v. Superior Court</i> , 113 Cal.App.4th 836 (2003)	8, 9
<i>Hendershot v. Ready to Roll Transp., Inc.</i> , 228 Cal.App.4th 1213 (2014)	9
<i>Hernandez v. Restoration Hardware, Inc.</i> , 4 Cal.5th 260 (2018)	10
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal.App.4th 116 (2008)	12
<i>Medrazo v. Honda of North Hollywood</i> , 166 Cal.App.4th 89 (2008)	10
<i>Nat'l Solar Equip. Owners' Ass'n v. Grumman Corp.</i> , 235 Cal.App.3d 1273 (1991)	11
<i>Noel v. Thrifty Payless, Inc.</i> , 7 Cal.5th 955 (2019)	9
<i>Rebney v. Wells Fargo Bank</i> , 220 Cal.App.3d 1117 (1991)	13
<i>Richmond v. Dart Industries</i> , 29 Cal.3d 462 (1981)	11
<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926 (1981)	9
<i>Sav-On Drug Stores, Inc. v. Superior Court</i> , 34 Cal.4th 319 (2004)	11, 17
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001)	10, 12

STATUTES

Cal. Code Civ. Proc. § 382	11
----------------------------------	----

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiff seeks preliminary
4 approval of a class action settlement of wage and hour claims, including representative claims
5 brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), against
6 Defendant We Do Dough Riverbank, Inc. (“Defendant”). The proposed Class is defined as all
7 persons who worked for Defendant in California as an hourly-paid or non-exempt employee
8 (“Class Members”) at any time during the period from October 3, 2018, to November 9, 2025
9 (“Class Period”).¹ The main terms of the Settlement are as follows:

- 10 1. A Gross Settlement Amount of \$100,000.00, with the Net Settlement Amount to be
11 distributed to approximately 135 Class Members on a pro rata basis according to
12 the total workweeks worked by each Class Member during the Class Period;
- 13 2. Attorneys’ fees of up to one third (1/3) of the Gross Settlement Amount (currently
14 \$33,333.33) and up to \$25,000.00 in reimbursement of litigation costs to Plaintiff’s
15 Counsel;
- 16 3. A Class Representative Service Payment of up to \$5,000.00 to Plaintiff;
- 17 4. Costs of settlement administration of up to \$5,550.00; and
- 18 5. Allocation of \$10,000.00 to PAGA penalties, seventy-five percent (75%) of which
19 (\$7,500.00) will be paid to the Labor and Workforce Development Agency
20 (“LWDA”), and twenty-five percent (25%) of which (\$2,500.00) will be paid to all
21 persons who worked for Defendant in California as an hourly-paid or non-exempt
22 employee (“Aggrieved Employees”) at any time during the period from April 5,
23 2022, to November 9, 2025 (“PAGA Period”).

24
25
26 ¹ The escalator clause of the Settlement Agreement provides Defendant an option to
27 shorten the Class Period in the event the escalator is triggered. Settlement Agreement at § 8.
28 Prior to filing this Motion, Plaintiff requested that Defendant provide the Class Data to the
Administrator so the total number of workweeks could be as ascertained. Yslas Decl. ¶ 37.
Defendant confirmed on August 21, 2026, that it did so and the Parties are now waiting for the
Administrator’s determination as to the total number of workweeks. *Id.*

1 The Settlement meets all criteria for preliminary approval and falls within the range of
2 reasonableness given the risks and expenses of further litigation. The Settlement was reached
3 through informed, arm’s length bargaining between experienced attorneys with the assistance of
4 an experienced neutral. As such, Plaintiff requests that the Court grant preliminary approval of the
5 Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiff as the
6 Class Representative, appoint Plaintiff’s Counsel as Class Counsel, appoint Apex Class Action
7 (“Apex”) as the Settlement Administrator, authorize the Settlement Administrator to administer
8 notice of the Settlement to the Class, and set a final approval hearing date.

9 **II. PROCEDURAL HISTORY**

10 On March 30, 2023, Plaintiff filed this putative class action against Defendant alleging: (1)
11 failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to
12 provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final
13 wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to
14 indemnify employees for expenditures; and (8) unfair business practices. Declaration of John G.
15 Yslas in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
16 Settlement (“MPA”) (“Yslas Decl.”) at ¶ 3.

17 On or about April 5, 2023, Plaintiff provided written notice to the LWDA and Defendant
18 of the specific provisions of the Labor Code alleged to have been violated, including the facts and
19 theories in support. Yslas Decl. at ¶ 4, Exhibit 1. The LWDA did not notify Plaintiff that it intended
20 to investigate within 65 days of this written notice. Yslas Decl. at ¶ 4. Prior to the hearing for this
21 Motion, Plaintiff will seek leave to amend to file an amended complaint that adds a cause of action
22 for civil penalties under PAGA. *Id.* at ¶ 5.

23 On November 19, 2024, the Parties participated in a private mediation with Kelly A.
24 Knight, Esq. Yslas Decl. at ¶ 6. Thereafter, the Parties continued to negotiate and agreed to general
25 settlement terms on September 9, 2025. *Id.* The Parties negotiated the terms of the Settlement over
26 the next several months, which was finalized in April 2026. *Id.* at ¶ 7, Exhibit 2 (“Settlement
27 Agreement”). On August 21, 2026, Plaintiff submitted a copy of the Settlement Agreement to the
28 LWDA. *Id.* at ¶ 8, Exhibit 3.

III. SUMMARY OF THE SETTLEMENT TERMS

A. Terms of the Proposed Settlement

The Parties have agreed to settle the claims alleged in this case for a Gross Settlement Amount of \$100,000.00. Settlement Agreement at § 3.1. Subject to Court approval, the following payments will be deducted from the Gross Settlement Amount: (1) a Class Representative Service Payment of up to \$5,000.00 to Plaintiff; (2) attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently \$33,333.33) and reimbursement of litigation costs of up to \$25,000.00 to Plaintiff's Counsel; (3) costs of settlement administration of up to \$5,550.00 to Apex; (4) Individual Class Payments to Class Members; and (5) PAGA Penalties in the amount of \$10,000.00, which will be allocated 75% to the LWDA (\$7,500.00) and 25% to Aggrieved Employees (\$2,500.00). *Id.* at § 3.2 *et seq.* After all requested deductions are made, the remaining Net Settlement Amount is currently estimated to be \$21,116.67.

Individual Class Payments will be calculated based on the number of Workweeks worked by each Class Member during the Class Period. *Id.* at § 3.2.4. For tax purposes, the Individual Class Payments will be allocated 10% to wages and 90% to penalties, interest, and reimbursement of expenses. *Id.* at § 3.2.4.1.

Individual PAGA Payments to Aggrieved Employees will be calculated based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. *Id.* at § 3.2.5.1. For tax purposes, the individual PAGA payments will be allocated 100% to penalties. *Id.* at § 3.2.5.2.

Any deductions not approved by the Court will be retained by the Settlement Administrator in the Net Settlement Amount. *Id.* at §§ 3.2.1, 3.2.2, 3.2.3, 3.2.5.2. Funds from any uncashed checks will be transmitted by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the Class Member. *Id.* at § 4.4.3. None of the Gross Settlement Amount will revert to Defendant. *Id.* at § 3.1.

B. Proposed Settlement Administration

The Parties' proposed Class Notice complies with the requirements of California Rules of Court, Rule 3.766(d). *See* Exhibit A to Settlement Agreement. It provides information regarding

1 the nature of this lawsuit, a summary of the settlement terms, the formula used for calculating
2 individual class and PAGA payments and instructions to dispute the calculations, instructions on
3 how to opt-out of or object to the Settlement, the date, time, and location of the final approval
4 hearing, and the amounts sought for the class representative service payment, attorneys' fees and
5 litigation costs, and settlement administration costs. *See generally, id.* The Class Notice also
6 notifies Class Members that they do not need to submit a claim in order to participate in the
7 Settlement and receive a payment. *See id.* The Settlement Administrator will mail Class Members
8 the Class Notice by first-class mail in English only.² Settlement Agreement at § 7.4.2.

9 If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail the
10 Class Notice within five (5) calendar days to the forwarding address provided by the U.S. Postal
11 Service. Settlement Agreement at § 7.4.3. If no forwarding address is provided, the Settlement
12 Administrator will conduct a Class Member Address Search and re-mail the Class Notice to the
13 most current address obtained. *Id.* The deadline to opt-out of the Settlement or to submit an
14 objection or dispute will be extended by fourteen (14) days beyond the 45 days otherwise provided
15 in the Class Notice for all Class Members whose Class Notice was remailed. *Id.* at §7.4.4.

16 **C. Proposed Release**

17 Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff,
18 Class Members, and Class Counsel will release claims against all Released Parties as follows:

19 Released Class Claims:

20 All Participating Class Members will release all claims, rights, demands,
21 liabilities, and causes of action, alleged or which could have reasonably been
22 alleged against Released Parties based on the facts alleged in the operative
23 Complaint, including but not limited to: (1) failure to pay minimum and straight
24 time wages (pursuant to Cal. Labor Code §§ 204, 210, 216, 1194, 1194.2, 1197
25 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§
26 210, 216, 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to
Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest
periods (pursuant to Cal. Labor Code §§ 210, 226.7); (5) failure to timely pay
final wages at termination (pursuant to Cal. Labor Code §§ 201-203, 213(d), 216);
(6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor
Code §§ 226, 226.3, 1174, 1174.5); (7) failure to indemnify employees for
expenditures (pursuant to Cal. Labor Code §§ 2802); and (8) unfair business

27 ² Defense Counsel represented to Plaintiff's Counsel that the Class Members read
28 English, and that a translation of the Class Notice to any other language is therefore unnecessary.
Yslas Decl. at ¶ ____.

practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq.). The enumeration of these specific claims shall neither enlarge nor narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

Settlement Agreement at § 5.2.

Released PAGA Claims:

All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff's April 5, 2023 PAGA Notice, including but not limited to: (1) failure to pay minimum, straight time, and overtime wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (3) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (4) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (5) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (6) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (7) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); and (8) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802). The Released PAGA Claims are those that accrued during the PAGA Period.

Settlement Agreement at § 5.3.

Only Plaintiff will agree to a general release and a waiver of Civil Code § 1542. Settlement Agreement at §§ 5.1, 5.1.1.

IV. THE PROPOSED SETTLEMENT AGREEMENT MEETS ALL CRITERIA FOR PRELIMINARY APPROVAL

A. Provisional Certification of the Class is Appropriate

Class certification is appropriate when there is: (1) an ascertainable and sufficiently numerous class; (2) a well-defined community of interest among class members; and (3) substantial benefits from certification that render proceeding as a class superior to the alternatives. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1021 (2012). Although courts still need to review and consider each element for certification, a lesser standard can be used to provisionally certify a settlement class. *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th 836, 859 (2003).

///

1 **1. *The Proposed Class is Numerous and Ascertainable***

2 “Ascertainability” is determined by examining the class definition and the size of the class
3 and may also involve examining the means available to identify class members. *Noel v. Thrifty*
4 *Payless, Inc.*, 7 Cal.5th 955, 980-981, 985-986 (2019). As the settlement eliminates the need for
5 trial, “the case management issues inherent in the ascertainable class determination need not be
6 confronted.” *Global Minerals*, 113 Cal.App.4th at 859. Further, under California law, there is no
7 minimum number of class members for maintenance of a class action. *Hendershot v. Ready to Roll*
8 *Transp., Inc.*, 228 Cal.App.4th 1213, 1222 (2014). Class sizes as small as 10 have been permitted.
9 *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981), disapproved on other grounds by *Noel*,
10 7 Cal.5th at 986.

11 The Class here consists of all persons who worked for Defendant in California as an hourly-
12 paid or non-exempt employee at any time during the Class Period. *See* Settlement Agreement at §
13 1.5, 1.13. The Class is also readily ascertainable from Defendant’s business records, because all
14 Class Members are or were employees of Defendant. *Id.* Defendant’s records show there are
15 approximately 135 Class Members, making joinder of all Class Members impracticable. Yslas
16 Decl. at ¶ 10.

17 **2. *A Well-Defined Community of Interest Exists***

18 The community of interest requirement embodies three factors: (1) predominant common
19 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
20 (3) class representatives who can adequately represent the class. *Brinker*, 53 Cal.4th at 1021.

21 ***a. Common Questions Predominate***

22 In determining whether common issues “predominate,” courts consider both plaintiff’s
23 legal theories and defendant’s affirmative defenses. *Duran v. U.S. Bank Nat’l Ass’n*, 59 Cal.4th 1,
24 28-29 (2014). The “predominate common questions” factor does not require that all class members
25 have identical claims. *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal.4th 522, 530 (2014).
26 Rather, the focus is on whether issues shared by the class members are sufficiently uniform to
27 permit class-wide assessment, and whether individual variations in proof on those issues are
28 manageable. *Id.*

1 Plaintiff has alleged that Defendant maintained common employment policies and/or
2 practices that unlawfully deprived Class Members of wages, meal periods, rest periods,
3 reimbursements for business expenses, accurate wage statements, and timely payment of wages
4 upon separation of employment. Yslas Decl. at ¶ 11. These allegations present common factual
5 and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping,
6 pay, meal period, rest period, and reimbursement policies to all Class Members, whether these
7 policies and practices resulted in Labor Code violations, whether Defendant's conduct was
8 intentional, and whether Class Members are entitled to damages and/or penalties. *Id.* These
9 common questions could be resolved using Class Members' time records, payroll records,
10 testimony from Defendant's designated representative(s), and Class Members' testimony. *Id.*
11 Therefore, the Court can and should exercise its discretion to grant conditional class certification
12 for settlement purposes.

13 *b. Plaintiff is Typical of the Class*

14 Typicality does not require that the representative plaintiff's claims and those of the class
15 members be identical or perfectly aligned. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224,
16 228 (2001), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th
17 260 (2018). Typicality does not require that a plaintiff's claims be identical to those of other class
18 members, only that their claims and the defenses applicable to them are sufficiently similar to those
19 of other class members that a named plaintiff is able to adequately represent the class and focus on
20 common issues. *Medraza v. Honda of North Hollywood*, 166 Cal.App.4th 89, 99 (2008).

21 Plaintiff has alleged that she and Class Members were employed by the same Defendant
22 and injured by Defendant's common wage and hour policies and practices, including Defendant's
23 scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies. *See* Yslas
24 Decl. at ¶ 11. Through informal discovery, Plaintiff confirmed that these challenged policies and
25 practices applied to Plaintiff and Class Members alike. *See id.* at ¶ 9. Therefore, Plaintiff's claims
26 and Class Members' claims arise from the same challenged employment policies and practices and
27 are based on the same legal theories.

28 ///

1 c. *Plaintiff and Plaintiff's Counsel Will Adequately Represent the Class*

2 Certification requires adequacy of both the proposed class representative and of the
3 proposed class counsel. Cal. Code Civ. Proc. § 382. “Only a conflict that goes to the very subject
4 matter of the litigation will defeat a party’s claim of representative status.” *Richmond v. Dart*
5 *Industries*, 29 Cal.3d 462, 470 (1981). Only conflicts that are “irreconcilable” can defeat adequacy.
6 *Nat’l Solar Equip. Owners’ Ass’n v. Grumman Corp.*, 235 Cal.App.3d 1273, 1286 (1991). The
7 proposed representative Plaintiff and proposed Class Counsel present no such conflict.

8 Plaintiff’s interests are coextensive with Class Members’ interests. Declaration of Mia
9 Zaragoza in Support of Plaintiff’s MPA (“Zaragoza Decl.”) at ¶ 6. Plaintiff has demonstrated an
10 ability to advocate for the interests of Class Members by initiating this lawsuit, providing
11 information to her attorneys, meeting with her attorneys regarding the claims, making herself
12 available the day of mediation to answer questions, and reviewing the proposed Settlement. *Id.* at
13 ¶ 11.

14 Likewise, Wilshire Law Firm, PLC has expended considerable time and effort on this case
15 and will continue to do so through final approval. *See generally*, Yslas Decl. Therefore, Plaintiff
16 should be appointed Class Representative, and her counsel should be appointed Class Counsel.

17 3. ***A Class Action is Superior to a Multitude of Individual Lawsuits***

18 Courts have held that class treatment of wage and hour claims is clearly “superior to the
19 other available methods for the fair and efficient adjudication of the controversy.” *Dean Witter*
20 *Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 772-773 (1989). This is so because “[p]ublic
21 policy has long favored the ‘full and prompt payment of wages due an employee.’” *Sav-On Drug*
22 *Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, a class action is superior to a
23 multitude of individual lawsuits. Given the size and amount of each Class Member’s claim, Class
24 Members have little incentive to litigate their claims on an individual basis because the out-of-
25 pocket expenses and personal commitment necessary to litigate each claim likely outweigh any
26 potential recovery. Yslas Decl. at ¶ 10. Therefore, a class action is the superior method for seeking
27 relief.

28 ///

1 **B. The Settlement Meets the Standards for Preliminary Approval**

2 The moving party must demonstrate that “the settlement is fair, adequate and reasonable.”
3 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 126 (2008). “In determining whether a
4 class settlement is fair, adequate, and reasonable, the trial court should consider relevant factors,
5 such as the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
6 litigation, the risk of maintaining class action status through trial, the amount offered in settlement,
7 the extent of discovery completed and the stage of the proceedings, the experience and views of
8 counsel, the presence of a governmental participant, and the reaction of the class members to the
9 proposed settlement.” *Wershba*, 91 Cal.App.4th at 244-245 (internal quotations and citations
10 omitted).

11 **1. The Settlement is Entitled to a Presumption of Fairness**

12 A settlement is entitled to “a presumption of fairness . . . where: (1) the settlement is reached
13 through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel
14 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
15 percentage of objectors is small.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).
16 The Settlement here satisfies the first three factors. Plaintiff will analyze the fourth factor at final
17 approval after Class Members have been notified of the Settlement and provided with an
18 opportunity to object.

19 a. The Settlement is the Result of Arm’s Length Negotiation

20 Courts have recognized that the involvement of a respected mediator provides a high degree
21 of assurance that the settlement is the result of arm’s length bargaining. *See Chavez v. Netflix, Inc.*,
22 162 Cal.App.4th 43, 52-53 (2008). The Settlement in this matter was the product of a full-day
23 mediation session with a respected mediator. Yslas Decl. at ¶ 6. The negotiations were adversarial,
24 conducted at arm’s length, and tempered by the efforts of both sides to serve the interests of their
25 clients. *Id.*

26 b. Sufficient Investigation and Discovery Have Been Conducted

27 Prior to attending mediation, Plaintiff’s Counsel thoroughly investigated the claims,
28 applicable law, and potential defenses. Yslas Decl. at ¶ 9. Plaintiff’s Counsel assessed the value to

1 the class claims using the data and documents that Defendant produced in informal discovery,
2 including the number of Class Members, the number of workweeks in the Class Period, the number
3 of Aggrieved Employees, the number of pay periods in the PAGA Period, Plaintiff's personnel file
4 and documents concerning Plaintiff, and a random sampling of time and payroll records. *Id.*

5 *c. Plaintiff's Counsel is Experienced in Similar Litigation*

6 Plaintiff is represented by Wilshire Law Firm, PLC. Yslas Decl. at ¶ 1. Plaintiff's Counsel
7 has extensive experience litigating wage and hour class actions on behalf of employees. *See id.* at
8 ¶¶ 22-33. Plaintiff's Counsel has been involved as counsel in numerous class actions that have
9 resulted in millions of dollars in recovery. *See id.*

10 **2. *The Settlement is Reasonable Given the Strengths of Plaintiff's Claims***
11 ***and the Risks and Expense of Further Litigation***

12 A settlement does not have to provide 100% of the damages sought to be considered fair
13 and reasonable. *See Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1991). Although
14 the exposure Plaintiff's Counsel calculated is substantial, the various risks at succeeding at class
15 certification and through trial affected the valuation of the claims for settlement purposes. Yslas
16 Decl. at ¶ 12.

17 Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage claims
18 were based on the allegation that Defendant required Class Members to perform work duties
19 while off the clock, without compensation. Yslas Decl. at ¶ 13. For example, Plaintiff alleged
20 that Defendant required her and other Class Members to line up and wait in line to clock in
21 before starting their shifts, without compensation. *Id.* Plaintiff further alleged that Defendant
22 required her and other Class Members to answer telephone calls from Defendant while off-the-
23 clock and engage in lengthy discussions about work, without compensation. *Id.* For purposes of
24 calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class,
25 Plaintiff's Counsel assumed that all unpaid worktime should have been paid at the overtime rate
26 of pay and conservatively estimated that Defendant is liable for one (1) hour of unpaid worktime
27 per workweek. *Id.* This results in potential exposure for this claim of approximately \$147,616.56
28 (6,552 workweeks x \$15.02 average hourly rate of pay x 1 hour/workweek x 1.5 overtime rate).

1 Because this claim would have relied heavily on Class Member testimony and would not be
2 evidenced in Defendant's time and payroll records, the risk of succeeding at class certification and
3 trial was substantial. Accordingly, Plaintiff's Counsel applied a risk discount based on a 50%
4 chance of succeeding at class certification and a 50% chance of succeeding at trial on the merits,
5 yielding a realistic damage estimate of approximately \$36,904.14 ($\$147,616.56 \times 50\% \times 50\%$).
6 *Id.*

7 Meal Periods: Plaintiff's meal period claim was based on the allegation that Defendant
8 failed to provide Class Members with legally compliant meal periods or pay meal period premiums
9 in lieu thereof. Yslas Decl. at ¶ 14. Plaintiff's Counsel's expert consultant determined there was a
10 11.8% meal period violation rate from the sampling of Defendant's time and payroll records, where
11 meal periods were short, late, or missed. *Id.* Therefore, potential liability for the meal period claim
12 is approximately \$8,615.44 (4,861 shifts over 5 hours x \$15.02 average hourly rate 11.8% violation
13 rate). *Id.* After taking into account the difficulty of certifying and proving meal period claims, as
14 well as Defendant's contention that the claim lacks merit and that a 11.8% violation rate is
15 unrealistic, Plaintiff's Counsel discounted this figure based on a 60% chance of succeeding at class
16 certification and a 50% chance of succeeding at trial, yielding a realistic damage estimate of
17 approximately \$2,584.63 ($\$8,615.44 \times 60\% \times 50\%$). *Id.*

18 Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendant failed
19 to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu
20 thereof. Yslas Decl. at ¶ 15. For example, Plaintiff alleged that Defendant routinely required her
21 and other Class Members to work through their rest periods. *Id.* Based on Plaintiff's allegations,
22 Plaintiff's Counsel applied a 100% violation rate to all qualifying shifts during the Class Period.
23 Therefore, Defendant's potential liability for the rest period claim is approximately \$164,769.40
24 (10,970 shifts of 3.5 hours or longer x \$15.02 average hourly rate x 100% violation rate). However,
25 Plaintiff's Counsel discounted this figure to account for the difficulty of certifying and proving
26 rest period claims, particularly because rest periods do not have to be recorded, and to account for
27 the possibility of Class Members voluntarily choosing to forego a rest period. *Id.* Because this
28 claim would have relied exclusively on Class Member testimony, Plaintiff's Counsel discounted

1 this claim based on a 40% chance of succeeding at class certification and a 30% chance of
2 succeeding at trial, yielding a realistic damage estimate of approximately \$19,772.33 ($\$164,769.40$
3 $\times 40\% \times 30\%$). *Id.*

4 Reimbursements: Plaintiff's reimbursement claim was based on the allegation that
5 Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing
6 their job duties for Defendant, such as mandatory use of personal cell phones for work purposes.
7 Yslas Decl. at ¶ 16. For purposes of calculating Defendant's liability based on a best-case scenario
8 for Plaintiff and the Class, Plaintiff's Counsel estimated that Defendant was liable to each Class
9 Member for \$7.09 per workweek in unreimbursed expenses, for a total amount of approximately
10 \$49,140.00 ($\$7.50 \times 6,552$ workweeks). *Id.* Plaintiff's Counsel discounted this claim based on a
11 40% chance of succeeding at class certification and a 40% chance of succeeding at trial to account
12 for the difficulty of certifying and proving expense reimbursement claims, yielding a realistic
13 damage estimate of approximately \$7,862.40 ($\$49,140.00 \times 40\% \times 40\%$). *Id.*

14 In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-the-
15 clock claim, meal period violations, and rest period violations (i.e., the wage claims) is
16 approximately \$321,001.40. Yslas Decl. at ¶ 17. However, after factoring in the risk and
17 uncertainty of prevailing at certification and trial, Plaintiff's Counsel estimates that Plaintiff's
18 realistic estimated recovery for these non-penalty wage claims is approximately \$59,261.10. *Id.*

19 Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay all wages
20 owed, Defendant owed waiting time penalties and wage statement penalties. Yslas Decl. at ¶ 18.
21 With respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated
22 that Defendant's realistic potential liability is approximately \$36,422.29. *Id.* Defendant's
23 maximum potential liability for waiting time penalties is approximately \$179,519.04 (83
24 employees $\times$ \$15.02 average hourly rate of pay $\times$ 4.8 hours/day $\times$ 30 days) based on approximately
25 83 formerly employed Class Members during the 3-year statute of limitations period and an
26 average shift length of 4.8 hours. *Id.* Defendant's maximum potential liability for inaccurate wage
27 statements is approximately \$124,000.00 ($[64 \text{ employees} \times 1 \text{ initial violation/employee} \times \50 for
28 $\text{an initial violation}] + [(1,272 \text{ pay periods} - 64 \text{ initial violations}) \times \$100 \text{ for each subsequent}$

violation]). *Id.* In light of the foregoing, Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full \$303,519.04 in statutory penalties given Defendant's defenses, the contested nature of Plaintiff's claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. *Id.* Considering that the underlying wage claims are realistically estimated to be approximately \$59,261.10, such a disproportionate award would also raise due process concerns. *Id.* As such, Plaintiff's counsel discounted these figures to account for the risk and uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation of approximately \$21,542.29 for waiting time penalty claims ($\$179,519.04 \times 40\% \times 30\%$), and approximately \$14,880.00 for wage statement penalty claims ($\$124,000.00 \times 40\% \times 30\%$), or approximately \$36,422.29 total for statutory penalties. *Id.*

PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's potential exposure could potentially reach \$127,200.00, assuming the initial \$100 penalty would apply for each of the 1,272 pay periods in the PAGA Period. Yslas Decl. at ¶ 19. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. *Id.* As such, Plaintiff's counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$12,720.00 for PAGA penalties ($\$127,200.00 \times 10\%$). The settlement allocates \$10,000.00 of the Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 10% of the Gross Settlement Amount and approximately 79% of the realistic maximum damages for PAGA penalties ($\$10,000.00 / \$12,720.00$). *Id.*

Using these estimated figures, Plaintiff's Counsel predicted that the realistic maximum recovery for all claims, including penalties, would be approximately \$116,265.79. Yslas Decl. at ¶ 20. This means that the gross settlement figure represents approximately 86% of the realistic maximum recovery ($\$100,000.00 / \$116,265.79$). *Id.* Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. *Id.* Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. *Id.*

1 Based on the figures in the Settlement Agreement, the Net Settlement Amount available for
2 class settlement payments is currently estimated to be \$21,116.67 for approximately 135 Class
3 Members. Yslas Decl. at ¶ 21. As a result, each Settlement Class Member would be eligible to
4 receive an average net benefit of approximately \$156.79. *Id.*

5 **C. The Requested Service Payment is Reasonable**

6 Plaintiff seeks a Class Representative Service Payment of up to \$5,000.00 for accepting the
7 responsibilities of representing the interests of the Class and potential costs that were not borne by
8 any other Class Member. Settlement Agreement at § 3.2.1. A named plaintiff is eligible for
9 payment that reasonably compensates the plaintiff for undertaking and fulfilling a fiduciary duty
10 to represent absent class members. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380,
11 1393 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004).

12 Throughout this case, Plaintiff assisted counsel in providing information necessary to
13 prosecute the claims, meeting with counsel regarding the claims, maintaining regular contact with
14 counsel, making herself available the day of mediation to answer questions, and reviewing the
15 Settlement to ensure it was fair to the Class. Mia Zaragoza Decl. at ¶ 11. No action would likely
16 have been taken by Class Members individually and no compensation would have been recovered
17 for them, but for Plaintiff's services on behalf of the Class. By actively pursuing this action,
18 Plaintiff furthered the California public policy goal of enforcing the State's wage-and-hour laws.
19 *See Sav-On*, 34 Cal.4th at 340. The requested Class Representative Service Payment is reasonable
20 and should be preliminarily approved. Plaintiff has provided a declaration regarding her work
21 performed to date and will provide additional information as requested or required by the Court at
22 final approval.

23 **D. The Requested Attorneys' Fees and Costs Are Reasonable**

24 The purpose of an attorneys' fee award in class action litigation is to reward counsel who
25 invested in a case despite the risk of non-payment and achieved a substantial positive result for the
26 class. California courts routinely award attorneys' fees equaling one-third or more of the potential
27 value of the common fund. *See Chavez*, 162 Cal.App.4th at 66, fn. 11 ("Empirical studies show
28 that, regardless of whether the percentage method or the lodestar method is used, fee awards in

1 class actions average around one-third of the recovery.”).

2 Plaintiff seeks appointment of Wilshire Law Firm, PLC as Class Counsel. The attorneys
3 performed significant work and expended litigation costs in prosecuting this matter with no
4 guarantee of payment. Yslas Decl. at ¶ 19. Plaintiff’s Counsel seeks preliminary approval for up
5 to one third (1/3) of the Gross Settlement Amount in attorneys’ fees, currently estimated to be
6 \$33,333.33, and up to \$25,000.00 in reimbursement of litigation costs. Given the work performed
7 in this matter, the extensive information exchange, and the substantial recovery obtained on behalf
8 of the Class, Plaintiff’s Counsel achieved a settlement through efficient and diligent work. *See*
9 *generally*, Yslas Decl. At final approval, Plaintiff’s Counsel will fully brief the merits of its request
10 for the award of attorneys’ fees and litigation costs.

11 **E. The Administration Costs Are Reasonable**

12 The Parties have agreed upon using Apex to administer this Settlement. Settlement
13 Agreement at §§ 1.2, 7.1. Plaintiff seeks preliminary approval of \$5,500.00 for Apex to administer
14 this Settlement pursuant to Apex’s will-not-exceed bid. *See* Yslas Decl. at ¶ 37, Exhibit 4. The
15 services covered by this payment are extensive and necessary to carry out the Settlement
16 administration.

17 **V. CONCLUSION**

18 The Parties have negotiated a fair and reasonable settlement of the class claims in light of
19 the risks presented in this case. Plaintiff has presented the materials and information necessary to
20 demonstrate that the requirements for preliminary approval have been met, and therefore
21 respectfully requests that the Court preliminarily approve the Settlement and schedule a date for
22 the final approval hearing.

23
24
25 Dated: August 25, 2026

Respectfully submitted,
WILSHIRE LAW FIRM, PLC

26 By: /s/ Courtney M. Miller

27 Courtney M. Miller
28 Attorneys for Plaintiff