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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIA ANGELICA INGRANDE, individually, and on behalf of all others similarly situated, Plaintiff, v. PROFESSIONAL RESOURCE ENTERPRISES, INC, a California corporation; UNITED NURSING INTERNATIONAL, LLC and DOES 1 through 10, inclusive, Defendants.	Case No.: 23STCV07292 **PLAINTIFF MARIA ANGELICA INGRANDE'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** *[Filed with the Declaration of Kane Moon, Declaration of Plaintiff Maria Angelica Ingrande, Declaration of Lisa Mullins, and [Proposed] Order]* PRELIMINARY APPROVAL HEARING Date: November 17, 2026 Time: 10:00 a.m. Judge: Hon. David S. Cunningham Dept: 11 Complaint Filed: April 4, 2023 FAC Filed: June 5, 2023 Trial Date: None Set

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

PLEASE TAKE NOTICE that on November 17, 2026 at 10:00 a.m., in Department 11 of the Superior Court of the State of California, County of Los Angeles, located at 312 North Spring St., Los Angeles, California 90012, pursuant to California Code of Civil Procedure section 382, California Rules of Court rules 3.769, *et seq*., and California Labor Code sections 2699, *et seq*., Plaintiff Maria Angelica Ingrande ("Plaintiff") will move the Court for an Order granting preliminary approval of the Class and PAGA Action Settlement Agreement and Class Notice ("Settlement") between Plaintiff and Defendants Professional Resource Enterprises, Inc. dba UNI and United Nursing International, LLC ("Defendants"). Plaintiff will also move the Court for an Order:

1. Certifying the putative Class for settlement purposes;
2. Approving the proposed Class Notice and plan for distribution of the Class Notice to the putative Class;
3. Appointing Plaintiff Maria Angelica Ingrande as Class Representative;
4. Appointing Moon Law Group, P.C. as Class Counsel;
5. Appointing ILYM Group, Inc. as Administrator; and
6. Scheduling a Final Approval Hearing.

The Motion will be based on this Notice, the attached Memorandum of Points and Authorities, the supporting declarations and attachments thereto, the records and files in this Action, and any other evidence or argument the Court may properly receive before or at the Hearing.

Respectfully submitted,

Dated: March 10, 2026

MOON LAW GROUP, P.C.

By: ______________________________

Kane Moon
Allen Feghali
Lilit Ter-Astvatsatryan
Julie Sohyun Oh

Attorneys for Plaintiff Maria Angelica Ingrande

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Maria Angelica Ingrande ("Plaintiff") moves the Court for preliminary approval of the Class and PAGA Action Settlement Agreement and Class Notice ("*Settlement*") between Plaintiff and Defendants Professional Resource Enterprises, Inc. ("PRE") dba UNI and United Nursing International, LLC ("Defendants") (collectively as, the "Parties"). The Settlement will provide substantial monetary payments to approximately 1,776 Class Members who collectively worked an estimated total of 58,608 Workweeks, and 1,116 Aggrieved Employees under the California Private Attorneys General Act ("PAGA) who worked an estimated total of 32,125 PAGA Pay Periods. 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, informal discovery, and negotiations between the Parties. The negotiations were at arm's-length and were facilitated through mediation by an experienced neutral mediator. Accordingly, Plaintiff requests that the Court preliminarily approve the Settlement, certify the proposed Class, approve the proposed notice, and set a Final Approval Hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Case Background and Procedural History

This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the Labor Code sections 2698, *et seq.* (PAGA). (Declaration of Kane Moon in Support of Plaintiff Maria Angelica Ingrande's Motion for Preliminary Approval of Class and Representative Action Settlement Agreement ["Moon Decl."], ¶ 2.) Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants who worked for PRE in California during the period from April 4, 2019 to December 31, 2025. (*Id.*) Defendants are a healthcare staffing agency that provides health care professionals personnel for major healthcare organizations throughout California, offering travel staffing, per diem staffing, nurse staffing, and radiology staffing. (*Id.*) Defendants are also a healthcare Managed Service Provider (MSP) specializing in managing the workforce-related services and operational processes, including recruitment, credentialing, compliance, scheduling, and budget management. (*Id.*)

Defendants have three offices in California—Los Angeles, San Deigo, and San Francisco—and one office in Louisiana. (*Id.*) Plaintiff worked for Defendants at the San Diego County Psychiatric Hospital as a Mental Health Aid from July 2019 to May 2022, and she was classified as hourly and non-exempt. (Declaration of Plaintiff Maria Angelica Ingrande ["Ingrande Decl."], ¶¶ 4, 9.) Part of her duties include taking care of patients with mental disabilities. (Moon Decl., ¶ 2.) Plaintiff contends that she and her coworkers were subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

Plaintiff's claim for unpaid wages stems from Defendants' policy of requiring employees to work off-the-clock, uncompensated. (Moon Decl., ¶ 3.) Plaintiff also brings claims against Defendants for meal and rest period violations, unreimbursed business expenses, and derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA. (*Id.*)

Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff filed a class action on April 4, 2023, which, as amended, alleges Defendants systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices. (*Id.* at ¶ 4.)

On April 1, 2023, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service to Defendants, and paid the required filing fee. (*Id.* at ¶ 5.; Exh. 2.) On June 5, 2023, Plaintiff filed her first amended complaint to allege PAGA claims pursuant to Labor Code sections 2698, *et seq*., and subsequently submitted a copy to the LWDA in compliance with Labor Code section 2699, subd. (*l*)(1). (*Id.* at ¶ 4.) To date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in this Action. (*Id.*)

Defendants ardently oppose the merits of this case and denies Plaintiff's factual allegations. (Moon Decl., ¶ 6.) Defendants assert they complied with all of their compensation obligations, including compensating Class Members for all off-the-clock work, and therefore, Plaintiff and other

Class Members were paid all wages owed. (*Id.*) Defendants maintain compliance with all its meal and rest period obligations. (*Id.*) Defendants assert they complied with all of their reimbursement obligations, and therefore, Plaintiff and other Class Members were compensated for any and all necessary business expenses incurred. (*Id.*) To the extent Class Members received wage statements that were allegedly inaccurate, Defendants assert employees suffered no actual damage or harm as a result. (*Id.*; *see, e.g.*, *Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].) With respect to Plaintiff's claim for waiting time penalties, Defendants allege their good-faith belief that they paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendants' alleged failure to pay all final wages at the time of separation was "willful." (Moon Decl., ¶ 6; *see, e.g.*, *Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendants deny all Plaintiff's claims and allegations and further claims they did not engage in any unfair business practices and denies liability under PAGA. (Moon Decl., ¶ 6.) Defendants also maintain the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendants' overall liability. (*Id.*)

B. <u>Discovery and Investigation</u>

The Parties agreed to mediate the instant action and participated in private mediation with Steven Rottman, Esq., an experienced class and PAGA action mediator. (*Id.* at ¶ 7.) In preparation for mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that was necessary and helpful to evaluate the claims asserted in this action. (*Id.*) Defendants produced handwritten timesheets, Plaintiff's personnel files, and Defendants' written policies. Defendants also provided information regarding the estimated number of current and formerly employed Class Members, Aggrieved Employees, the number of workweeks and PAGA pay periods. (*Id.*)

In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information

Defendants provided, including the sample records and documents regarding Defendant's wage and hour policies. (*Id.* at ¶ 7.) Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to the mediation. (*Id.*) The sample time and pay records analyzed contained a statistically significant sample of the time and pay records of the Class from 2018 to 2023, which allowed Plaintiff's expert to prepare an analysis ***with a high degree of certainty***. (*Id.*) In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly, Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits, and Defendants' maximum and realistic monetary exposure for all claims. Thus, Plaintiff and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement. (*Id.*)

C. Settlement Negotiations

On August 11, 2025, the Parties participated in a full day of private mediation before Steven Rottman, Esq., an experienced, professional, and neutral class action mediator. (*Id.* at ¶ 9.) The 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 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 Defendants' defenses, a settlement was reached by the Parties. (*Id.*; Exh. 1) Additionally, the proposed class notice is attached to the Settlement as **Exhibit A**. (*Id.*)

In compliance with Labor Code section 2699, subdivision (*l*)(2), Plaintiff's Counsel submitted to the LWDA a notice of settlement and a copy of the proposed Settlement. (Moon Decl., ¶ 8.; Exh. 3)

D. Material Terms of the Settlement

Under the Settlement, Defendant will pay $760,000.00 to resolve this litigation. (Settlement, ¶ 3.1.) The amount is all-inclusive. The Settlement's key terms, include:

(a) "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement (Settlement, ¶ 1.2.)

(b) "Administration Expenses Payment" means the amount not to exceed $17,000.00 to be paid to the Administrator for its reasonable fees and expenses in accordance. (*Id*. at ¶¶ 1.3, 3.2.3.) ILYM Group, Inc. submitted a quote for $14,950.00. (Moon Decl., ¶ 15, Exh. 5.)

(c) "Aggrieved Employee" means all current and former non-exempt employees of Defendant who worked for PRE in California during the PAGA Period. (*Id.* at ¶ 1.4.)

(d) "Class" or "Class Member" means all current and former non-exempt employees of Defendant who worked for PRE in California during the Class Period. (*Id.* at ¶ 1.5.)

(e) "Class Counsel" means Moon Law Group, PC. (*Id.* at. ¶ 1.6.)

(f) "Class Certification" The Court has not granted class certification. (*Id*. at ¶ 2.6.) The Parties agree that class certification and representative treatment is for purposes of the Settlement only. (*Id.* at ¶ 12.1.)

(g) "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action. (*Id*. at ¶ 1.7.) To date, Plaintiff's Counsel has reasonably incurred $20,827.46 in litigations costs. (Moon Decl., ¶ 13, Exh. 4.)

(h) "Class Notice" means the Court approved notice of class action settlement and hearing date for final Court approval, to be mailed to Class Members in English and Spanish attached as **Exhibit A** of the Settlement. (Settlement, ¶ 1.10.)

(i) "Class Period" means the period from April 4, 2019, through December 31, 2025. (*Id.* at ¶ 1.11.)

(j) "Class Representative" means the named Plaintiff in the Action seeking Court approval to serve as the class representative. (*Id.* at ¶ 1.12.)

(k) "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action, as well as in exchange for executing a general release all claims including a waiver of Code of Civil Procedure Section 1542 rights. (*Id*. at ¶ 1.13.)

(l) "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if one or more Participating Class Members objects to the Settlement, 65 days after the deadline for filing a notice of appeal from the Judgment; (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur: or (c) if no Participating Class Member objects to the Settlement, then 65 days after the Court enters judgment. (*Id.*, ¶ 1.17.)

(m) Class Size Estimates and Escalator Clause. Based on its records, PRE estimates that, as of the date of mediation there were no more than 60,000 Workweeks worked by Class Members. (*Id.* at ¶ 8.) If the total number of Workweeks during the Class Period increase by more than 15% of the estimate (i.e., there are more than 69,000 total Workweeks worked in the Class Period), then the Gross Settlement Amount shall increase proportionately over the 15% threshold (i.e., if the total number of Workweeks increase by 16%, meaning more than 69,600 total Workweeks during the Class Period, the Gross Settlement Amount will increase by 1%). (*Id.*)

(n) Funding of Gross Settlement Amount. PRE shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay

Defendant's share of payroll taxes on the later of the following: (i) fourteen (14) days after the Effective Date; or (ii) April 13, 2027.[1] (*Id*. at ¶ 4.2.)

(o) "Gross Settlement Amount" means $760,000.00 which is the total amount to be paid under the Settlement except as provided pursuant to the escalator clause. (*Id.* at ¶ 1.20.) The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. (*Id*.)

(p) "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of workweeks worked during the Class Period. (*Id*. at ¶ 1.21.)

(q) "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of workweeks worked during the PAGA Period. (*Id*. at ¶ 1.22.)

(r) "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i). (*Id*., ¶ 1.25.)

(s) "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id*., ¶ 1.26.)

(t) "No Claim form and Non-reversionary" The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating

[1] The funding timeline was a critical component in the Settlement to ensure Defendants could fully fund the settlement within their financial constraints. (Moon Decl., ¶ 16, n.1.)

Class Members or Aggrieved Employees to submit any claim as a condition of payment. (*Id*. at ¶ 3.1.) None of the Gross Settlement Amount will revert to Defendant. (*Id*.)

(u) "PAGA Penalties" means $50,000.00, the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% ($12,500.00) to the Aggrieved Employees and the 75% ($37,500.00) to LWDA in settlement of PAGA claims alleged in the Action (*Id*. at ¶ 1.32.)

(v) "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, charges, complaints, liens, demands, causes of action, obligations, damages, penalties, attorneys' fees, costs, and liabilities that were asserted or could have been asserted based on any of the Class Period facts alleged in the Original Complaint and/or the Operative Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the "Released Class Claims"). The Released Class Claims specifically include, without limitation, claims for failure to pay minimum wage, failure to pay overtime compensation, failure to provide rest and meal periods, failure to indemnify necessary business expenses, failure to pay final wages at termination failure to provide timely and accurate itemized wage statements, unfair business practices, and any and all penalties, interest and attorneys' fees and costs for such claims. Except as set forth in 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. Class Members who are also Aggrieved Employees are separately releasing PAGA claims as specified below. (*Id*. at ¶ 5.2.)

(w) "Release by Aggrieved Employees" All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Original Complaint, the Operative Complaint, and/or Plaintiff's PAGA Notice. (*Id*. at ¶ 5.3.)

(x) "Released Parties" means Defendants, and their affiliates, and each of their respective (current and former) subsidiaries, officers, directors, members, partners, owners, shareholders, employees, agents, servants, attorneys, assigns, independent contractors, clients, patients, patients' family members, volunteers, predecessors, successors, parent companies and organizations, insurers, and any and all other persons, firms and corporations in which Defendants had, has, or may have an interest, or which had, has, or may have an interest in Defendants as well as any individual or entity who is or was a joint or co-employer. (*Id*. at ¶ 1.38.)

(y) "Response Deadline" means (60) days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, (b) fax, email or mail a written objection to the Settlement, or (c) fax, email, or mail a Workweek dispute. (*Id*. at ¶ 1.40.)

(z) "Tax Allocation of Individual Tax Payments" 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment and shall defend, indemnify and hold the Released Parties harmless in the event of a tax associated with the payments received. (*Id.*, ¶ 3.2.4.1.)

(aa) Unclaimed 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 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). (*Id.* at ¶ 4.3.3.)

III. THE SETTLEMENT MERITS PRELIMINARY APPROVAL

A. The Circumstances of the Settlement Support Preliminary Approval

The circumstances of the Settlement support preliminary approval for the following reasons: First, the law favors the settlement of lawsuits, particularly in class actions and other complex cases. Here, the Settlement resolves a putative class and representative action. (*See e.g., Neary v. Regents of Univ. of California* (1992) 3 Cal.4th 272, 277-81.)

Second, the law favors a discretionary finding that a settlement is fair and reasonable when the settlement terms indicate fairness and reasonableness on balance of the following factors: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. (*See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-1801; *see also Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) The law also favors a discretionary finding that a settlement is fair and reasonable when the settlement is within the ballpark of fairness and reasonableness. (*Kullar*, 168 Cal.App.4th at 133; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-409 [holding that *Kullar* requires only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation."].)

Here, the Settlement terms indicate fairness and reasonableness on balance of the above factors. The consideration that putative Class Members and Aggrieved Employees will receive for their releases is reasonable in light of the strengths and weaknesses of their claims (Moon Decl., ¶¶ 18-24); the amount of discovery completed was exhaustive (*Id*. at ¶¶ 7-8); Class Counsel and Defense Counsel are highly experienced in wage-and-hour class action litigation (*See id*. at ¶¶ 32-54.); and the Parties reached the Settlement with the mutual understanding that it is within the ballpark of fairness and reasonableness.

Last, a presumption of fairness and reasonableness is triggered when the following factors are present: (1) the investigation was sufficient to allow class counsel and the court to act intelligently; (2) the settlement was reached through arm's-length bargaining; (3) class counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk, supra*, 48 Cal.App.4th at p. 1800.) Here, the above factors are present, and therefore, this presumption is triggered.

1. <u>The Investigation was Sufficient to Allow Class Counsel and the Court to Act Intelligently</u>

Plaintiff's Counsel conducted a thorough investigation into the facts of this case. (Moon Decl., ¶ 17.) Based on the foregoing document and information exchange and on their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the proposed Settlement is fair, reasonable, and adequate. (*Id.*) Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class. (*Id.*)

Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendants, on Plaintiff's expert's analysis of the sample records provided by Defendants, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendants faced. (*Id*. at ¶ 18.) At the time of mediation, there were an estimated:

1,776 Class Members who worked an aggregate of 234,432 shifts over 58,608 Compensable Workweeks, and an average hourly rate of $15.00. Additionally, there were an estimated: 1,177 former employees falling within the three-year statute of limitations ("SOL") period for waiting time penalties, 1,116 employees falling within the one-year SOL period for inaccurate wage statement penalties and PAGA penalties, and 32,125 PAGA Pay Periods. (*Id.*)

As such, Defendants' potential exposure was calculated upon evaluation of all factors reasonably affecting full recovery of Defendants' maximum monetary exposure, or Defendants' maximum potential liability, including, but not limited to, the evidence supporting Plaintiff's claims; the evidence supporting Defendants' defenses; the risks, expenses, and length of further litigation, including the class certification and appeal processes; the present state of the law as it applies to wage-and-hour class actions; the present value of the Settlement versus the long wait necessitated by any potential judgment in the Class's favor; and the burdens of proof necessary to establish liability against Defendants. This evaluation resulted in Class Counsel reasonably reducing Defendants' maximum monetary exposure, such that each claim was lowered in proportion to the presumed effect of any applicable mitigating factors. For example, the estimated risk-inclusive exposure for unpaid off-the-clock work is **$43,223.40**, which reflects a 90% discount; the rest period claim is **$174,066.00**, which reflects a 90% discount; the meal period claim is **$298,900.50** which reflects an 90% discount; the unreimbursed expenses claim is **$21,706.50** which reflects a 90% discount; and all derivative statutory and civil penalty claims is **$649,491.25**, which reflects an 95% discount. (Moon Decl., ¶¶ 18-23.) The total projected reasonable recovery was therefore **$1,187,387.64**. (*Id.* at ¶¶ 18. 24.) In the Settlement, the Parties stipulate to a Gross Settlement Amount of $760,000.00, which is **64%** of the total projected reasonable recovery. (*Id*. at ¶ 24.)

These facts support the assertion that the investigation was sufficient to allow Plaintiff's Counsel and the Court to act intelligently, as they demonstrate the Gross Settlement Amount (1) was reached in view of an upper limit, which was calculated by Plaintiff's Counsel and their expert according to the data and documents produced by Defendants; and (2) reflects a comprehensive comprise, which accounts for all conceivable, relevant risks and uncertainties. (*See, e.g*., *Viceral v. Mistras Grp., Inc*. (N.D. Cal. 2016) No. 15-cv-02198-EMC, 2016 WL 5907869 [approving wage-and-hour class action settlement amounting to 8.1% of potential damages]; *Dunleavy v. Nadler* (9th Cir. 2000) 213 F.3d 454, 459 [approving settlement which represented "roughly one-sixth of the potential recovery."].)

2. <u>The Settlement was Reached Through Arm's-Length Negotiations</u>

The Settlement was reached through arm's-length negotiations between the Parties at private mediation, which was presided over by experienced wage-and-hour class and representative action mediator Steve Rottman, Esq. (Moon Decl., ¶ 9.) The Parties' use of a neutral to intermediate their disparate factual assertions, legal arguments, and valuations supports this fact. (*Kullar*, *supra*, 168 Cal.App.4th at p. 129 ["The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's length transaction..."].) The Parties' comprehensive exchange of informal discovery ahead of mediation supports the same because it shows the Settlement was based on evidence, rather than an arbitrary or collusive procedure. (*See* Moon Decl., ¶¶ 7-8.)

3. <u>Class Counsel have Substantial Experience in Class Action Litigation</u>

Plaintiff's Counsel have substantial experience, in both state and federal court, and in all facets of class action litigation, including discovery, law and motion practice, trial, appeals, arbitration, and mediation. (Moon Decl., ¶¶ 32-54.) For example, Plaintiff's Counsel have litigated numerous wage-and-hour class actions on behalf of plaintiffs and have been lead counsel, or otherwise exercised significant case handling responsibilities in numerous cases, resulting in millions of dollars in class action settlements. (*Id.*) Plaintiff's Counsel are, therefore, qualified to evaluate the strength of Plaintiff's claims, the strength of Defendants' defenses against certification and on the merits, and the fairness of the Settlement. (*See id.*)

4. <u>The Percentage of Objections Is Likely to be Small</u>

The percentage of objections to the Settlement is likely to be small, as the average recovery for each Class Member is considerable and reliable, given the arm's-length negotiations and experience of Class Counsel. (*Moon Decl.*, ¶¶ 29-53; *see In re Lifelock, Inc. Marketing and Sales Practices Litigation* (D. Ariz. 2010) 2010 WL 3715138, *6 (relatively few objections and requests for exclusion support approval); *Kullar, supra*, 168 Cal.App.4th at p. 128 (among the factors to be considered in evaluating a class action settlement include "the reaction of the class members to the proposed settlement.")

The foregoing indicates that the Settlement is comprised of all factors which trigger a presumption of fairness and reasonableness. In addition, it indicates that other discretionary factors the court considers in making a finding of fairness and reasonableness are also present. On these bases, the Settlement merits preliminary approval.

B. <u>The Terms of the Settlement are Fair and Reasonable</u>

The terms of the Settlement, including the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment, are fair and reasonable for the reasons outlined below. (*See Wershba* v. *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 ["In general, questions of whether a settlement [is] fair and reasonable, whether certification of the class [is] proper, and whether the attorneys' fee award [is] proper are matters addressed to the trial court's broad discretion."].) The Class Counsel Fees Payment is not to exceed one-third of the Gross Settlement Amount, which is estimated at $253,333.33; the Class Counsel Litigation Expenses Payment is not to exceed $23,000.00; and the Class Representative Service Payment is not to exceed $7,500.00. (*See* Settlement, ¶¶ 3.1, *et seq*.)

1. <u>The Class Counsel Fees Payment is Fair and Reasonable</u>

The Class Counsel Fees Payment is fair and reasonable because it (1) was calculated using the common fund doctrine and aligns with leading treatises on awards calculated using the common fund doctrine, (2) comports with Labor Code section 2699(g); and (3) is commensurate with Class Counsel's significant experience, reputation, and ability in class action settlements.

a) <u>The Class Counsel Fees Payment was Calculated Using the Common Fund Doctrine and Aligns with Leading Treatises on Awards Calculated Using the Common Fund Doctrine</u>

(i) The Common Fund Doctrine is Applicable.

The common fund doctrine provides that, when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff for the benefit of all results in the creation or preservation of that fund, the plaintiff may be awarded attorneys' fees and costs out of the fund. (*Progressive West Ins. Co. v. Superior Court* (2005) 135 Cal.App.4th 263, 273.) The common fund doctrine is therefore applicable in class action settlements, as class action settlements produce a specific fund to which a number of persons are entitled in common and are the product of an action brought by a plaintiff for the benefit of a class. (*See Petrovic v. Amoco Oil Co.* (8th Cir. 1999) 200 F.3d 1140, 1153.)

(ii) The Common Fund Doctrine Is Favorable.

The common fund doctrine was recognized in *Quinn v. State of California* (1995) 15 Cal.3d 162 as the favorable method for calculating the attorneys' fees award in class actions. In *Quinn*, the California Supreme Court explained that the common fund doctrine promotes "…fairness to the successful litigant, who might otherwise receive no benefit because his recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the others who are entitled to share in the fund and who should bear their share of the burden of its recovery; and encouragement of the attorney for the successful litigant, who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is assured that he will be properly…compensated should his efforts be successful." (*Quinn*, 15 Cal.3d at 162.) Even before *Quinn*, California Courts routinely used the common fund doctrine to determine a reasonable award of attorneys' fees. (*See*, *e.g., In re Pacific Enterprises Securities City and County of San Francisco Litigation* (9th Cir. 1994) 47 F.3d 373, 378-79; *see also City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110 [recognizing that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share"]; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769 [finding the common fund doctrine attempts to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone."].)

The common fund doctrine is also recognized as the favorable method for calculating the attorneys' fees award in class actions when compared to the alternative lodestar approach, which requires courts to wade through, oftentimes, voluminous and indecipherable time records to determine the reasonable hours expended by class counsel. Commenting on the lodestar approach, Chief Judge Marilyn Hall Patel opined in *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373: "This court is compelled to ask, 'Is this process necessary?' Under a cost-benefit analysis, the answer would be a resounding, 'No!' Not only do the *Lindy Kerr-Johnson* analyses consume an undue amount of court time with little resulting advantage to anyone, but in fact, it may be to the detriment of the Class

Members" because it incentivizes counsel to expend unnecessary time and/or take superfluous action in litigation, prolonging a lawsuit to increase their prospective award. In contrast to the loadstar approach, the common fund doctrine encourages the efficient resolution of litigation by providing an incentive for early settlement, reducing the demands on judicial resources, and endorsing practice by experienced attorneys. (*Id*. at pp. 1378-79.)

(iii) The Class Counsel Fees Payment Aligns with Leading Treatises on Fee Awards Calculated Using the Common Fund Doctrine.

The Class Counsel Fees Payment aligns with leading treatises on fee awards calculated using the common fund doctrine, which concur that "[n]o general rule can be articulated on what is a reasonable percentage of a common fund. Usually, [fifty percent] of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented." (*See* Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 14.03.) Here, the Class Counsel Fees Payment is not to exceed one-third of the Gross Settlement Amount and is currently estimated at $253,333.33, which aligns with prevailing guidelines established in California case law and academic literature and is consistent with prior awards approved in California. (*Compare, Settlement*, ¶ 3.2.2. with *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 ["Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."]; *see also Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F.Supp. 294 [stating that cases where 30-50 percent was awarded involved "smaller" settlement funds of under $10 million.].)

b) <u>The Class Counsel Fees Payment Comports with California Labor Code Section 2699(k)</u>

Labor Code section 2699(k) states: "any employee who prevails in any action shall be entitled to an award of reasonable attorneys' fees and costs." This fee-shifting provision reflects the understanding that counsel must accept significant risk of substantial expenses and consumption of time and other resources in litigating a PAGA action, and thus, that it is reasonable for counsel to recover reasonable fees and costs if successful in litigating the same. Notably, the reasonableness of an award is unaffected when the fees are larger than the total recovery for the aggrieved employees at the conclusion of the case because once counsel undertake the litigation, they are committed to pursuing the case to its conclusion, placing the fiduciary duty to the aggrieved employees ahead of all other concerns. Here, this Action arose, in part, under Labor Code sections 2699, *et seq*. Therefore, Labor Code section 2699(k) applies. The prosecution of this Action involved significant financial risk to Class Counsel, as they undertook this matter solely on a contingency basis, with no guarantee of recovery. (Moon Decl., ¶¶ 56-60.) The Class Counsel Fees Payment therefore comports with the fee-shifting provision of Labor Code section 2699(k).

c) <u>The Class Counsel Fees Payment Is Commensurate with Class Counsel's Significant Experience, Reputation, and Ability in Class Action Settlements</u>

Here, the experience, reputation, and ability of Plaintiff's Counsel support the Class Counsel Fees Payment, as fees are generally awarded commensurate with the experience, reputation, and skill of counsel, and Plaintiff's Counsel have significant and specific experience in litigating class and representative actions on behalf of employees. (*Moon Decl.*, ¶¶ 32-54.) Moreover, Plaintiff's Counsel have been involved as lead or co-counsel in a multitude of class and representative actions resulting in beneficial results to class members in California. (*Id.*) This experience has familiarized Plaintiff's Counsel with this rapidly evolving area of law, such that they possess significant expertise in this narrow field. (*Id.*)

2. <u>The Class Counsel Expenses Payment is Fair and Reasonable</u>

The Class Counsel Expenses Payment is fair and reasonable because class counsel is entitled to recover the out-of-pocket litigation costs they reasonably incur in investigating, prosecuting, and settling a class and representative action, and the Class Counsel Expenses Payment reflects such costs. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 974.) Here, Class Counsel has reasonably incurred $20,827.46 to date in litigation costs. (Moon Decl., ¶ 13, Ex. 4.) Such costs were reasonably incurred because they were actually incurred and required to prosecute the Action. (*Id.* at ¶ 55.) For example, they include, but are not limited to, the complaint filing fee and mediation fee. (*Id*. Ex. 4.) The Parties have agreed to reimbursement of litigation costs not to exceed $23,000.00, and any un-awarded litigation costs shall become part of the Net Settlement Amount for allocation to Participating Class Members. (*Settlement*, ¶ 3.2.2.)

3. <u>The Class Representative Service Payment is Fair and Reasonable</u>

The Class Representative Service Payment is fair and reasonable, as named plaintiffs in class action lawsuits "are eligible for reasonable incentive payments to compensate them for the expense or risk they incur in conferring a benefit on other members of the class," and the Service Payment here is reasonable and compensate Plaintiff for the benefit she conferred on the Class. (*Munoz*, *supra*, 86 Cal.App.4th at 412; *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 806; *See In re Cont'l Ill. Sec. Litig*. (7th Cir. 1992) 962 F.2d 566, 571 ["Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable".].) In addition to concluding a fairly reasonable settlement on behalf of the Class Members, Plaintiff has likely effectuated lawful wage-and-hour policies and practices at Defendants' business from which currently employed Class Members are deriving benefit in the form of proper pay and working conditions.

Courts routinely approve class action settlement agreements containing enhancements for class representatives, acknowledging they are necessary to provide incentive to represent classes and appropriate given the benefit class representatives help bring about for the class. (*See Rodriguez v. W. Publ'g Corp*., (9th Cir. 2009) 563 F.3d 948, 958-59.) "[C]riteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation; and 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. (*In re Cellphone Fee Termination Cases*, (2010) 186 Cal.App.4th 1380, 1394-95.) Here, to bring about her goal of remediation and deterrence, Plaintiff had to initiate this Action and actively participate in its litigation for 2 years, which should be fairly compensated given the class wide benefits.

Incentive awards are particularly important to plaintiffs in wage-and-hour cases because they (1) promote the important public policies underlying the wage-and-hour laws, and (2) compensate employees for the significant risk they face to their future employability. (*See* California Labor Code section 90.5(a) ["It is the policy of [the State of California] to vigorously enforce minimum labor standards [to] ensure employees are not required or permitted to work under substandard unlawful conditions or for employers that have not secured the payment of compensation, and to protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards."]; *Gentry v. Super. Ct.*, (2007) 42 Cal.4th 443, 460-61 [the California Supreme Court recognizing that "retaliation against employees for asserting statutory rights under the Labor Code is widespread," despite anti-retaliation statutes designed to protect employees]; *see also Frank v. Eastman Kodak Co.*, (W.D.N.Y. 2005) 228 F.R.D. 174, 187.) Here, Plaintiff's action promoted the State of California's explicit intention to protect hourly employees from underpayment, non-payment, and non-compliant working conditions, which further supports a fair enhancement award.

In light of the benefits she helped produce for the Class, the risks she undertook in pursuing this Action, the important public policy her efforts supported, and the time and work Plaintiff spent assisting Plaintiff's Counsel in the case, Plaintiff should be awarded the full Service Payment of $7,500.00, which the Parties have agreed to under the Settlement. (Moon Decl., ¶¶ 25-28; Settlement, ¶ 3.2.1.; *see generally* Ingrande Decl.) Here, Participating Class Members will receive an average payment of $230.39. In addition to this monetary benefit, Plaintiff has likely effectuated lawful wage-and-hour policies and practices at Defendants' business from which currently employed Class Members are deriving benefit in the form of proper pay and working conditions. (*See* Moon Decl., ¶ 28.)

IV. <u>CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED</u>

A. <u>Legal Standard</u>

For the reasons set forth below, and for purposes of settlement, the Class satisfies the prerequisites for certification under the California Code of Civil Procedure section 382: that there be an ascertainable class; and that there 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.) There is an ascertainable class when: the class is identifiable, is numerous, and shares a well-defined community of interest. (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) There is a well-defined community of interest when there are predominant questions of law or fact; the class representative possesses claims or defenses typical of the class; and the class representative can adequately represent the class. (*Richmond v. Dart Indus., Inc.*, (1981) 29 Cal. 3d 462, 470.)

1. The Class Is Identifiable

Here, the Class is identifiable because its definition is precise and comprised of objective criteria rendering Class Members discernable. The objective criteria include the nature of the position held by the Class Member, i.e., non-exempt; the time period during which the Class Member held the position, i.e., April 4, 2019, through December 31, 2025; the state in which the Class Member worked, i.e., California; and the employer of the Class Member, i.e., Defendants. (*Settlement*, ¶ 1.5.) Such objective terms are sufficient for finding a class identifiable. (*See e.g., Wilner v. Sunset Life Ins. Co.*, (2000) 78 Cal.App.4th 952, 959-60.)

2. The Class Is Numerous

Here, the Class is numerous because it consists of an estimated 1,776 Class Members, and such a class size has regularly been found sufficient for finding of numerosity. (*See e.g., id.*, citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d 574 ["Thus, our Supreme Court has upheld a class representing the ten beneficiaries of a trust in an action for removal of the trustees."]; *see Rose v. City of Hayward*, (1981) 126 Cal.App.3d 926, 934 ["The requirement of California Code of Civil Procedure section 382 that there be 'many' parties to a class action suit is indefinite and has been construed liberally"] ["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 to join them all"] ["No set number is required as a matter of law for the maintenance of a class action."].)

3. The Class Shares a Well-Defined Community of Interest

Here, the Class shares common questions of law and fact that predominate over individual issues. The questions of law and fact center around (1) whether Defendants had legally compliant policies and practices to: pay employees all wages owed; provide employees with code-compliant meal periods; authorize and permit its employees to take code-compliant rest breaks; and ensure reimbursement of all necessary business expenses incurred; (2) whether Defendants timely paid final wages to employees;

and (3) whether Defendants had legally compliant wage statements. The Operative Complaint establishes that all Class Members would need to answer these same questions of law and fact to prevail on their injuries; all Class Members have suffered from and seek redress for the same injuries; and all Class Members' legal remedies would be identical in the event they prevailed. Such is sufficient for finding a class shares common questions of law and fact. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191 Cal.App.3d 605.)

Here also, the Class Representative has claims typical of the Class. A class representative has claims typical of the class when his or her claims arise from the same event, practice, or course of conduct, and if the claims rest on the same legal theories. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 ["The only requirements are that common questions of law and fact predominate and that the class representative be similarly situated" vis-à-vis the class."].) This is precisely the case here. Like all other Class Members, Plaintiff was a former non-exempt employee of Defendants; Plaintiff worked for Defendants in California; Plaintiff typically worked five days and 12 hours per workweek; and Plaintiff was subjected to the employment policies and practices of Defendants, which are the basis of her individual and class claims and legal theories in support thereof. The Class Members are also all non-exempt employees of Defendants; who worked for Defendants in California; who worked the same average workday and workweek as Plaintiff; and who were also subjected to the same policies and practices as Plaintiff, which are also the basis of their claims and alleged legal theories. The Class Representative, therefore, has identical claims to those of the Class.

Here, last, the Class Representative adequately represents the Class. A class representative adequately represents the class when he or she is represented by counsel qualified to conduct the pending litigation; and his or her interests are not antagonistic to those of the class. (*McGhee v. Bank of America*, (1976) 60 Cal.App.3d 442, 451.) Plaintiff retained counsel with extensive experience in prosecuting complex class actions, including similar class actions that previously settled. (*Moon Decl.*, ¶¶ 32-54.) With their combined experience, Class Counsel are unquestionably "qualified, experienced and generally able to conduct the proposed litigation." (*Miller*, *supra*, (1983) 148 Cal.App.3d at 875.) In addition, Plaintiff has no conflicts of interest with any Class Members, and Plaintiff has, with counsel, helped bring about the Settlement in this Action and diligently reviewed the Settlement terms, showing her dedication. (Ingrande Decl., ¶ 8.) Plaintiff's willingness to serve as a representative demonstrates her goal to bring about the best results possible for the Class. (*McGhee*, 60 Cal.App.3d at 451.)

4. A Class Action is Superior to a Multiplicity of Litigation

If a Court finds all other requirements for class certification are satisfied, it must finally determine that a class action is superior to alternative means for the fair and efficient adjudication of the litigation. By consolidating many potential individual actions into a single proceeding, this Court's use of the class action device enables it to manage a litigation in a manner that serves the economics of time, effort, and expense for the litigants and the judicial system. Absent class treatment, similarly situated employees with small but meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. (*Gentry v. Super. Ct.*, (2007) 42 Cal. 4th 443, 457-62; *Leyva v. Medline Ind.*, (9th Cir. 2013) 716 F.3d 510, 515.) For this reason, and those detailed in this Section, the Class satisfies the requirements for provisional certification.

V. THE CLASS NOTICE MERITS APPROVAL

A. The Class Notice Satisfies State Law

Notice requirements are set forth in the California Rules of Court rules 3.766(e) and 3.766(f). California law vests the Court with broad discretion to fashion an appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no statutory or Due Process requirement that all class members receive actual notice. However, as the Court of Appeals has explained, "[t]he notice given should have a reasonable chance of reaching a substantial percentage of the class members..." (*Id.* at p. 974.) Here, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice. (Settlement, ¶ 7.4.2.)

B. The Class Notice Is Accurate and Informative

The Class Notice, in substantially the form attached to the Settlement as **Exhibit A**, should be approved for dissemination to the Class Members. The Class Notice informs the Class Members of the purpose and terms of the Settlement; their right, and the steps that must be taken, to be excluded from the Settlement; and their right, and the steps that must be taken, to object to the Settlement and be heard at the Final Fairness Hearing. Accordingly, the Class Notice meets all requirements of California Rules of Court rule 3.769(f).

The Class Notice also fulfills the requirement of neutrality in class notices: it summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner; makes clear that the Settlement does not constitute an admission of liability by Defendant, which denies all liability; and recognizes that this Court has not ruled on the merits of this Action. (Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 8.39.) It also states that Final Approval has not yet been granted. Accordingly, the Class Notice complies with the standards of fairness, completeness, and neutrality required of a combined settlement-certification class notice.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests the Court to grant preliminary approval of the Settlement and set a Final Fairness Hearing.

Respectfully submitted,

Dated: March 10, 2026

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