PAUL F. SORRENTINO (SBN 126348)
VINCENT P. SORRENTINO (SBN: 332539)
SORRENTINO & ASSOCIATES PC
550 W C St, Suite 1400
San Diego, CA 92101
T: (619) 737-2733
F: (619) 317-0539
Paul@SorrentinoLawPC.com
Vincent@SorrentinoLawPC.com

Attorneys for Plaintiff
Antonio Ramirez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

Antonio Ramirez, an individual, Plaintiff, vs. FORT WASHINGTON GOLF & COUNTRY CLUB, et al. Defendants.	Case No.: 24CECG02900 [Assigned for All Purposes to Hon. Lisa Gamoian; Dept. 403] **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT FILED ON BEHALF OF PLAINTIFF ANTONIO RAMIREZ** Filed: July 8, 2024 Date: Sept. 16, 2026 Time: 3:30pm

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that, on Sept. 16, 2026, at 3:30pm, or as soon thereafter as the matter may be heard in Department 403 of the Superior Court of California, County of Fresno, located at 1130 O Street Fresno, CA 93721, before the Honorable Lisa Gamoian, Plaintiff Antonio Ramirez ("Plaintiff"), will and hereby does move the Court for an Order:

1. Granting preliminary approval of the class action Settlement, the terms of which are set forth in the Class Action and Private Attorneys General Act Settlement Agreement ("Settlement Agreement");
2. Approving the Notice of Class Settlement and the plan for distribution of the Notice of Class Settlement to Class Members;
3. Provisionally certifying the Class described herein for settlement purposes only;
4. Appointing Plaintiff as a representative of the Class;
5. Appointing Vincent P. Sorrentino and Paul F. Sorrentino of Sorrentino & Associates PC as class counsel; and
6. Setting a hearing on final approval of the Settlement Agreement ("Final Approval Hearing") and related settlement implementation dates.

This Motion will be based upon this Notice, the Memorandum of Points and Authorities, the declarations of Vincent P. Sorrentino and Plaintiff Antonio Ramirez, the Settlement Agreement, the complete files and records of this case, and any other evidence or oral argument which may be considered by the court at the time of hearing.

Dated: 04/20/2026

By: ____________________
PAUL F. SORRENTINO
VINCENT P. SORRENTINO
Attorney for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

By and through this unopposed Motion for Preliminary Approval of Class Action and Private Attorneys General Act ("PAGA") Settlement, Plaintiff is pleased to present the proposed Settlement to the Court, which provides substantial relief to a Class of all current and former hourly-paid or non-exempt employees of Defendant Fort Washington Golf and Country Club ("Defendant") within the State of California during the Class Period (July 8, 2020 through and including February 28, 2026) and further relief to the Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA") for the PAGA Period (May 14, 2023 through and including February 28, 2026.)

The Class is comprised of approximately 169 non-exempt or hourly employees who worked approximately 16,668 workweeks for Defendant during the Class Period. There are approximately 113 Aggrieved Employees employed by Defendant during the PAGA Period (May 14, 2023 through February 28th, 2026), who worked an estimated 4,130 pay periods.

As explained below, a presumption of fairness exists because the Settlement was reached through extensive, mediated arm's-length negotiations, after extensive investigation and discovery that was conducted by Plaintiff and his counsel as well as Defendant and its counsel. In addition, preliminary approval is appropriate because the proposed Settlement is within the "ballpark" of reasonableness and is fair, adequate, and reasonable to class members and the aggrieved employees. The proposed Settlement creates an all-inclusive, non-reversionary settlement fund in the amount of $$245,000. In light of Plaintiff's claims and the risks of continued litigation, the compensation that will be paid under this Settlement provides an excellent recovery for the class. Because the proposed settlement is fair, adequate, and reasonable, the Court should authorize the mailing of the Notice of Class Settlement to Class Members. The Notice of Class Settlement complies with California Rules of Court, rule 3.766 and 3.769, and mailing the notice to Class Members last known addresses is the best form of giving notice, and compliance with due process.

Finally, provisional certification of the Class is appropriate because all of the requirements of California Code of Civil Procedure section 382 are satisfied. Namely, the proposed Class is ascertainable, common questions of law and fact predominate over any individualized questions, Plaintiff's claims are typical of those of the Class Members, Plaintiff and his counsel have adequately represented, and will continue to adequately represent, the Class, and proceeding as a class action is a superior means of resolving this dispute. Accordingly, Plaintiff respectfully requests that this Court grant this Motion and preliminarily approved the Settlement.

II. BACKGROUND

A. The Parties

Fort Washington Golf and Country Club ("Defendant") Is a corporation licensed to do business in the state of California, which operates a golf course and Country Club in Fresno, California. (Declaration of Vincent P. Sorrentino ("VPS Decl.") ¶ 3.) Plaintiff Antonio Ramirez ("Plaintiff") was a non-exempt, hourly employee hired by Defendant on March 4, 2022, and was employed until July 5, 2023, earning $18 per hour. (VPS Decl. ¶ 4.) Plaintiff worked as a member of the grounds crew. (VPS Decl. ¶ 4.)

The Class consists of all hourly, non-exempt employees of Defendant in California from July 8, 2020, through February 28, 2026 ("Class Period"). (VPS Decl. ¶ 5.) The Class is comprised of approximately 169 non-exempt or hourly employees who worked approximately 16,668 workweeks for Defendant during the Class Period. (VPS Decl. ¶ 6.) There are approximately 113 Aggrieved Employees employed by Defendant during the PAGA Period (May 14, 2023 through February 28th, 2026), who worked an estimated 4,103 pay periods. (VPS Decl. ¶ 7.)

B. Procedural History

After conducting a considerable pre filing investigation, on July 8th, 2024, plaintiff commenced this class action against defendant making various allegations and alleging certain claims styled as : 1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; 2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; 3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; 4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; 5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; 6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; 7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; 8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and 9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]. (VPS Decl. ¶ 8.)

On July 18, 2024, Plaintiff filed a First Amended Complaint. (VPS Decl. ¶ 9.)

C. Mediation and Class Action and PAGA Settlement Agreement

The Parties agreed to participate in mediation—three sessions in fact— April 28, 2025, January 7, 2026, and January 28, 2026. (VPS Decl. ¶ 10.) Before the mediation, Plaintiff's counsel performed a detailed analysis of the evidence and research based on the applicable facts and law, in order to be able to act intelligently and effectively in negotiating the proposed settlement at the mediation. (VPS Decl. ¶ 11.) Defendant produced time records and payroll records for a meaningful portion of the class, all of which Plaintiff's counsel analyzed, and provided Class and PAGA data as far as average rate of pay, workweeks, and members. (VPS Decl. ¶ 12.) Plaintiff's counsel also performed multiple pre-filing witness interviews. (VPS Decl. ¶ 13.)

Although Plaintiff's counsel is experienced in litigating wage and hour class actions, legal research regarding the application of various California laws, was necessary. (VPS Decl. ¶ 14.) For example, Plaintiff's counsel conducted research relating to Defendant's meal and rest period policies. In addition, Plaintiff's counsel obtained, among other documents, relevant policy documents, Plaintiff's personnel file and wage records, a meaningful sample of the time and payroll records of the Class Members, and sample wage statements for Class Members. (VPS Decl. ¶ 15.) These documents were produced pursuant to discovery requests after significant meet and confer efforts prior to mediation. (VPS Decl. ¶ 15.)

Plaintiff's counsel expended significant time and resources reviewing and analyzing this documentary evidence. For example, Plaintiff retained multiple contractors to enter the time and payroll data into an excel sheet to calculate Defendant's maximum exposure if this case were to proceed through class certification and trial. (VPS Decl. ¶ 16.) Plaintiff's counsel then created formulae to analyze the damages based upon the data and payroll records coupled with a manual review of all relevant documents, spot checking the time and payroll data, and others in the context of the merits of Plaintiff's causes of action, Defendant's defenses, and the likelihood of obtaining approval and other threshold issues in the litigation. (VPS Decl. ¶ 17.) Based on this information, Defendant's non-profit status, and ability to pay, Plaintiff and his counsel were well-apprised of the salient legal and factual issues while participating in the mediation sessions.

On April 28, 2025, January 7, 2026, and January 28, 2026, the parties participated in three (3) mediation sessions, the first of which was with Laurie Saldana and the second and third of which were with, Ret. Judge Alan M. Simpson., both highly experienced mediators. (VPS Decl. ¶ 10.) The parties went into mediation in good faith and with open minds, but both sides advocated vigorously for their clients at the mediation, and a settlement was far from certain. (*Id.*) The settlement negotiations were at arm's-length and compromise was necessary on both sides. (*Id.*) At the conclusion of the second session of mediation, the Parties were able to reach a settlement in theory but needed a third session to work out final details. (VPS Decl. ¶ 18.)

On March 26, 2026, the Parties executed a Class Action and Private Attorneys General Act Settlement Agreement, which sets forth the terms of the settlement. (VPS Decl. ¶ 19; Exh. A.) On April 2, 2026, the Joint Status Report informing the Court of this settlement was sent to be filed. (VPS Decl. ¶ 20.) On April 20, 2026 Plaintiff's counsel provided notice of the proposed settlement to the California Labor Workforce Development Agency ("LWDA") by submitting a copy of the Settlement Agreement and related moving papers via the LWDA's website. A true and correct copy of confirmation of this submission is attached to the Declaration of Vincent P. Sorrentino as Exhibit B. (CITE)

III. THE TERMS OF THE PROPOSED SETTLEMENT

The proposed settlement class is defined as:

> all persons who Defendant employed in a non-exempt or hourly capacity in California during the Class Period.

(Exh. A.)

The Class Period is defined as July 8, 2020 through and including February 28, 2026. (Exh. A at ¶ 1.14.) The PAGA Period is defined as May 14, 2023 through and including February 28, 2026. (Exh. A at ¶ 1.38.)

A. The Gross Settlement Amount

The Gross Settlement Amount of the settlement is $480,000. (Exh. A at ¶ 1.25.) The Gross Settlement Amount does not include Defendant's share of the employer-side payroll taxes on the amount of the settlement allocated to wages, which will be paid separately at the time of funding. (Exh. A at ¶ 4.1.)

The Settlement is non-reversionary, meaning that no money from the Gross Settlement Amount will be returned to Defendant. (Exh. A at ¶ 4.2.)

B. Settlement Payouts to Class Members

Settlement Class Members shall receive an individual settlement payment paid from the Net Settlement Amount. The Net Settlement Amount means the Gross Settlement Amount, less settlement administration costs, a service award to Plaintiff for serving as Class Representative, attorneys' fees and costs, and the payment to the LWDA for PAGA penalties. (Exh. A at ¶ 1.31.)

Individual settlement payments will be paid to Participating Class Members (i.e., Class Members who do not timely opt-out of the Settlement) calculated by a pro rata formula, based on the number of Class Workweeks worked by Class Members during the Class Period. (Exh. A at ¶ 4.4.) PAGA Aggrieved Employees will receive their share of the PAGA portion of the settlement based upon PAGA eligible workweeks. (Exh. A at ¶ 4.3.4.2.)

Specifically, using the Class Data, the Settlement Administrator will calculate each Individual Class Payment by dividing the Net Settlement Amount by the number of Class Workweeks worked by all Participating Class Members, then multiplying the result of each Participating Class Member's number of Class Workweeks listed in the Class Data. The Settlement Administrator shall report 10 percent (10%) of each Individual Class Payment as wages, eighty percent (80%) of each Individual Class Payment as penalties and, to the extent required, the remaining ten percent (10%) of each Individual Class Payment as business expense reimbursement. (Exh. A, at 4.4.) PAGA payments will be calculated based upon a similar calculation based upon the number of PAGA Pay Periods worked by the PAGA Aggrieved Employees. (Exh. A at ¶ 4.3.4.2.)

C. Class Representative Service Award

Plaintiff will be eligible to receive Class Representative Service Award of up to $10,000 for his time and effort in bringing this action on behalf of the class, and for releasing his individual claims, which includes a Civil Code section 1542 waiver. (Exh. A at ¶ 4.3.1.) Plaintiff devoted a substantial amount of time to this case, which included numerous in-person and telephonic meetings with his counsel, searching for and producing relevant documents, reviewing pleadings, participating in mediation three (2) times, and being involved in all material decisions in this case. (VPS Decl. ¶ 22.) Plaintiff has been diligent and acted above and beyond that of which is expected and has provided the work, diligence, loyalty, and willingness to assume a substantial financial risk should defendant have prevailed in this case. (VPS Decl. ¶ 23.) If the court approves less than $10,000, the difference between the requested and awarded amount will be included in the Net Settlement Amount and distributed pro rata to Settlement Class Members. (Exh A at ¶ 4.3.1.)

D. Attorneys' Fees and Costs

Plaintiff's counsel will be eligible to receive reasonable attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount (which amounts to approximately $160,000.00. (Exh. A at 4.3.2.) In addition, plaintiffs counsel will be reimbursed for reasonable costs associated with the prosecution of the action in the amount not to exceed $30,000. (Exh. A at ¶ 4.3.2.) If the Court approves less than the amount of attorneys' fees and costs requested by Class Counsel, the difference between the requested and awarded amounts will be included in the Net Settlement Amount. (Exh. A at ¶ 4.3.2.) The requested fees and costs are reasonable under both the Lodestar and percentage of recovery analysis. Prior to final approval, Plaintiff will provide the Court with counsel's actual Lodestar and the cost they incurred in litigating this action. (VPS Decl. ¶ 24.)

E. Settlement Administration Costs

The Settlement Administrator shall be paid from the Gross Settlement Amount for the cost of providing notice and administering the Settlement, up to a maximum of $25,000. (Exh. A at ¶ 4.3.3.) After researching multiple reputable settlement administrators, the Parties agreed on Phoenix settlement administrators ("Phoenix") to administer the Settlement. (VPS Decl. ¶ 25.) Phoenix provided a "not to exceed" quote $25,000 to administer the settlement. (VPS Decl. ¶ 25.) The Parties to this action and their counsel do not have any interest in Phoenix and are not involved in its governance or work. (VPS Decl. ¶ 25.)

F. Payment to the LWDA and Aggrieved Employees for PAGA Penalties

Subject to Court approval, $10,000 of the Gross Settlement Amount shall be allocated to penalties under PAGA for Class Members employed by Defendant during the PAGA Period. (Exh. A at ¶ 4.3.4.)

Sixty-Five percent (65%) the net PAGA amount, or $4,333.33, will be paid to the LWDA, and 35% of the net PAGA amount, or $2,333.33 will be paid to the Aggrieved Employees. (VPS Decl. ¶ 26.)

G. Funding and Distribution of Gross Settlement Amount

The Gross Settlement Amount of $480,000 will be transferred to the Settlement Administrator, in addition to Defendant's share of the employer side of payroll taxes within thirty (30) days of the Effective Date. (Exh. A at ¶ 4.1.)

"Effective Date" means the first date on which all of the following have occurred: (a) the Court enters Judgment in the Action; (b) the Judgment is final; and, (c) a Party, or the Court, has issued notice of entry of order of the Judgment. This Agreement will not become effective and the Judgment will not be considered final until this Action is no longer subject to appeal, which will occur when (i) no appeal is taken therefrom and the day on which to appeal therefrom (including any extension of time) has expired; or (ii) if any appeal is taken therefrom, on the date on which all appeals therefrom, including any petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for a writ of certiorari or any other writ or any other form of review, have been finally disposed of such that the time to appeal therefrom (including any extension of time) has expired, in a manner resulting in affirmance of the order and/or judgment by the Court and the appellate court issues a remittitur. Once the order and/or judgment become non-appealable under either (i) or (ii) above, this Agreement will become effective. (Exh. A at ¶ 1.21.)

Within fifteen (15) days after this Court grants Preliminary Approval, Defendant shall provide Phoenix with the Class Data. (Exh. A at ¶ 7.1.1.) Within thirty (30) days after receiving the Class Information, the Settlement Administrator shall mail copies of the Notice of Class and PAGA Settlement to all Class Members via regular First-Class U.S. Mail. (Exh. A at ¶ 7.2.2.) The response deadline for a Class Member to object, exclude themselves from the Settlement or dispute workweeks and/or PAGA Pay Periods is thirty (30) days after the postmark date of the Notice. (Exh. A at ¶¶ 1.46.) The Settlement Administrator must remail Notices returned within seven (7) calendar days and Class Members who receive remailed Notices shall have their response deadline extended by 29 calendar days to respond. (Exh. A at ¶¶ 1.46, 7.2.3.)

All payments, including Individual Settlement Payment checks to Settlement Class Members shall be distributed by the Settlement Administrator no less than fourteen (14) calendar days after receipt of the Gross Settlement Amount by the Settlement Administrator. (Exh. A at ¶ 10.2.1.) Checks issued to Settlement Class Members pursuant to this Agreement shall remain negotiable for 180 calendar days. (Exh. A at ¶ 10.2.2.) In compliance with California Code of Civil Procedure section 384, any check not cash or negotiated within 180 calendar days from issuance will be void and the funds associated with any sum of unpaid residue as described in sections 4.2 and 4.4 of the Settlement Agreement, plus any interest thereon, shall be paid to the State Treasury of deposit in the Trial Court Improvement and Modernization Fund (the "Cy Pres").H. **Release of Settlement Class Members' Claims**

Upon the Effective Date, all Participating Class Members who do not timely exclude themselves from the Settlement, shall be deemed to have released Defendant and other Released Parties during the Class Period, of all of the following claims:

> Relating to the failure to provide legally compliant meal periods, including, but not limited to, due to the failure to provide meal periods at all, the failure to provide a sufficient number of meal periods, failure to provide legally compliant first or second meal periods (or any other required meal periods), interrupting meal periods, imposing on-duty meal periods, imposing on-premises meal periods, failure to provide timely and duty-free meal periods, providing short meal periods, providing late meal periods, combining meal and rest periods, skipping or taking non-compliant meal periods and/or violating Labor Code Sections 226.7 and//or 512 and/or any applicable wage order; Relating to the failure to pay meal period premiums in all instances required by law, including failures to pay meal period premiums at all, or at the correct rate(s) of pay, or in a timely manner; Relating to the failure to provide legally compliant rest or recovery periods, including, but not limited to, due to the failure to provide rest or recovery periods at all, the failure to provide a sufficient number of rest or recovery periods, failing to provide timely and duty-free rest or recovery periods, skipping and/or taking non-compliant rest or recovery periods, interrupting rest or recovery periods, imposing on-duty rest or recovery periods, imposing on-premises rest or recovery periods, providing short rest or recovery periods, providing late or otherwise untimely rest or recovery periods, combining meal and rest periods, violating Labor Code Section 226.7 and/or any applicable wage order; Relating to the failure to pay rest or recovery period premiums in all instances required by law, including, but not limited to, due to the failure to pay rest period premiums at all, or at the correct rate(s) of pay, and/or in a timely manner; Relating to unpaid minimum or straight time wages, including, but not limited to, unpaid minimum or straight time wages due as a result of any off-the-clock work performed, working during rest periods, of rounding, of other time record alterations or manipulations, and/or violations of Labor Code Sections 204, 1194, 1174(d) and 1194.2 and/or applicable wage orders; Relating to unpaid overtime (including double-time) wages, including, but not limited to, unpaid overtime wages due as a result of any off-the-clock work performed, working during rest periods, of rounding, or of other time record alterations or manipulations, hours worked over eight hours in a day or forty hours in a week, violation of Labor Code Sections 204, 510, 1194, 1198,

1174(d), 1194(a) and/or any applicable wage order, and/or of the failure to accurately calculate the regular rate of pay; Relating to the failure to keep or maintain, whether at all or accurately, records required under Labor Code, including sections 226, 432, 1174, and 1198.5, or the applicable IWC Wage Order(s), failing to provide the records to Class Members upon their request, either at all, and/or in a timely and complete manner and/or failing to maintain accurate records of all meal periods taken or missed; Relating to the failure to keep and/or furnish to Class Members accurate, itemized wage statements, including in violation of Labor Code Sections 201 through 204, 226, 510, 558, 1194, 1197.4 and 1197.1, including, but not limited to, due to the failure to list in each wage statement, whether at all or accurately, the gross wages earned, total hours worked, net wages earned, all deductions, inclusive dates of the period for which employee is paid, all applicable hourly rates in effect during the applicable pay period and the corresponding number of hours worked at each hourly rate, applicable piece rates in effect during the applicable pay period and the corresponding number of pieces earned, the legal name and address of the legal entity that is the employer, the legal name and address of the entity securing the services of Defendant, the name of the employee and last four digits of his or her Social Security number or an identification number other than a Social Security number, the total hours of compensable rest and recovery periods, the total hours of nonproductive time, and/or failure to track sick leave; Relating to the failure to pay all accrued wages owed to Class Members at the time of separation, including, but not limited, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner at the time of separation; Relating to the failure to pay all wages owed to Class Members at the time of separation, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner upon separation; Relating to the failure to pay all wages owed to Class Members during employment, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, failure to pay due to errors, mistakes or miscalculations, and/or in a timely manner, including within the time frames specified in or covered by Labor Code sections 201, 202, 203, 204, 204b, 205, or others as applicable; Relating to the failure to reimburse necessary business expenses incurred by Class Members in compliance with Labor Code §2802, any applicable wage order or other applicable law, including, but not limited to, as the result of the failure to reimburse, in whole or in part, Class Members for expenses such as use of a personal vehicle (including mileage, gas, and wear and tear, travel and parking expense), and/or for use or purchase of cellphone, computers, and/or internet plans associated with operating the same; For violations of, or for penalties pursuant to, California Labor Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 227.3, 510, 512, 1174, 1182.12, 1197, 1198, 1198.5, 2800, 2802; any applicable provisions(s) of the IWC Wage Order(s) implicated by the allegations above; 8 C.C.R. §3395; California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and, related claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, *et seq*.); Relating to willful failure to pay employees all minimum wages, overtime wages, meal period premiums and rest period premium wages due within the time period specified by California law, including at the time of separation or termination of employment; Relating to the failure to pay all overtime wages and/or meal period and rest period premiums based on the correct regular rate of pay; Relating to any and all claims under Labor Code Sections 218.6, 1194 and 1194.2, including claims for liquidated damages, interest, attorneys' fees and costs of suit; Relating to any and all claims for attorneys' fees and/or costs of suit, including statutory under the Labor Code, including,

> but not limited to, Labor Code Sections 203, 226, 218.5, 218.6, 1194(a) and 2802; and/or Code of Civil Procedure Section 1021.5 and/or any other applicable law; Relating to violations of Title 8, Section 11050(5)(A) relating to reporting time, including, but not limited to, relating to each work day when an employee is required to and does report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, failure to pay the employee no less than half and in no event less than two hours of the employee's regular rate of pay; Failing to account for and/or pay any and all applicable split shift premiums, including, but not limited to, under any applicable wage order; Relating to unfair business practices associated with any of the foregoing, including, under or pursuant to Business & Professions Code Sections 17200 *et seq*., and/or for restitution, disgorgement, obtaining property, money and/or services, equitable relief, including injunctive relief.
>
> (Exh. A at ¶ 5.3.1.)

The PAGA Aggrieved Employees, upon the Effective Date, shall release Defendant and other Released Parties during the PAGA Period for all claims:

> Relating to the failure to provide legally compliant meal periods, including, but not limited to, due to the failure to provide meal periods at all, the failure to provide a sufficient number of meal periods, failure to provide legally compliant first or second meal periods (or any other required meal periods), interrupting meal periods, imposing on-duty meal periods, imposing on-premises meal periods, failure to provide timely and duty-free meal periods, providing short meal periods, providing late meal periods, combining meal and rest periods, skipping or taking non-compliant meal periods and/or violating Labor Code Sections 226.7 and//or 512 and/or any applicable wage order; Relating to the failure to pay meal period premiums in all instances required by law, including failures to pay meal period premiums at all, or at the correct rate(s) of pay, or in a timely manner; Relating to the failure to provide legally compliant rest or recovery periods, including, but not limited to, due to the failure to provide rest or recovery periods at all, the failure to provide a sufficient number of rest or recovery periods, failing to provide timely and duty-free rest or recovery periods, skipping and/or taking non-compliant rest or recovery periods, interrupting rest or recovery periods, imposing on-duty rest or recovery periods, imposing on-premises rest or recovery periods, providing short rest or recovery periods, providing late or otherwise untimely rest or recovery periods, combining meal and rest periods, violating Labor Code Section 226.7 and/or any applicable wage order; Relating to the failure to pay rest or recovery period premiums in all instances required by law, including, but not limited to, due to the failure to pay rest period premiums at all, or at the correct rate(s) of pay, and/or in a timely manner; Relating to unpaid minimum or straight time wages, including, but not limited to, unpaid minimum or straight time wages due as a result of any off-the-clock work performed, working during rest periods, of rounding, of other time record alterations or manipulations, and/or violations of Labor Code Sections 204, 1194, 1174(d) and 1194.2 and/or applicable wage orders; Relating to unpaid overtime (including double-time) wages, including, but not limited to, unpaid overtime wages due as a result of any off-the-clock work performed, working during rest periods, of rounding, or of other time record alterations or manipulations, hours worked over eight hours in a day or forty hours in a week, violation of Labor Code Sections 204, 510, 1194, 1198, 1174(d), 1194(a) and/or any applicable wage order, and/or of the failure to accurately

calculate the regular rate of pay; Relating to the failure to keep or maintain, whether at all or accurately, records required under Labor Code, including sections 226, 432, 1174, and 1198.5, or the applicable IWC Wage Order(s), failing to provide the records to Class Members upon their request, either at all, and/or in a timely and complete manner and/or failing to maintain accurate records of all meal periods taken or missed; Relating to the failure to keep and/or furnish to Class Members accurate, itemized wage statements, including in violation of Labor Code Sections 201 through 204, 226, 510, 558, 1194, 1197.4 and 1197.1, including, but not limited to, due to the failure to list in each wage statement, whether at all or accurately, the gross wages earned, total hours worked, net wages earned, all deductions, inclusive dates of the period for which employee is paid, all applicable hourly rates in effect during the applicable pay period and the corresponding number of hours worked at each hourly rate, applicable piece rates in effect during the applicable pay period and the corresponding number of pieces earned, the legal name and address of the legal entity that is the employer, the legal name and address of the entity securing the services of Defendant, the name of the employee and last four digits of his or her Social Security number or an identification number other than a Social Security number, the total hours of compensable rest and recovery periods, the total hours of nonproductive time, and/or failure to track sick leave; Relating to the failure to pay all accrued wages owed to Class Members at the time of separation, including, but not limited, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner at the time of separation; Relating to the failure to pay all wages owed to Class Members at the time of separation, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, and/or in a timely manner upon separation; Relating to the failure to pay all wages owed to Class Members during employment, including, but not limited to, due to the failure to pay such wages at all, in the amount(s) due, failure to pay due to errors, mistakes or miscalculations, and/or in a timely manner, including within the time frames specified in or covered by Labor Code sections 201, 202, 203, 204, 204b, 205, or others as applicable; Relating to the failure to reimburse necessary business expenses incurred by Class Members in compliance with Labor Code §2802, any applicable wage order or other applicable law, including, but not limited to, as the result of the failure to reimburse, in whole or in part, Class Members for expenses such as use of a personal vehicle (including mileage, gas, and wear and tear, travel and parking expense), and/or for use or purchase of cellphone, computers, and/or internet plans associated with operating the same; For violations of, or for penalties pursuant to, California Labor Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 227.3, 510, 512, 1174, 1182.12, 1197, 1198, 1198.5, 2800, 2802; any applicable provisions(s) of the IWC Wage Order(s) implicated by the allegations above; 8 C.C.R. §3395; California Business and Professions Code §§17200-17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5; and, related claims under the applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, *et seq*.); Relating to willful failure to pay employees all minimum wages, overtime wages, meal period premiums and rest period premium wages due within the time period specified by California law, including at the time of separation or termination of employment; Relating to the failure to pay all overtime wages and/or meal period and rest period premiums based on the correct regular rate of pay; Relating to any and all claims under Labor Code Sections 218.6, 1194 and 1194.2, including claims for liquidated damages, interest, attorneys' fees and costs of suit; Relating to any and all claims for attorneys' fees and/or costs of suit, including statutory under the Labor Code, including, but not limited to, Labor Code Sections 203, 226, 218.5, 218.6, 1194(a) and 2802; and/or

> Code of Civil Procedure Section 1021.5 and/or any other applicable law; Relating to violations of Title 8, Section 11050(5)(A) relating to reporting time, including, but not limited to, relating to each work day when an employee is required to and does report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, failure to pay the employee no less than half and in no event less than two hours of the employee's regular rate of pay; Failing to account for and/or pay any and all applicable split shift premiums, including, but not limited to, under any applicable wage order; Relating to unfair business practices associated with any of the foregoing, including, under or pursuant to Business & Professions Code Sections 17200 *et seq*., and/or for restitution, disgorgement, obtaining property, money and/or services, equitable relief, including injunctive relief; For violations of, or for penalties pursuant to, California Labor Code §§ 201, 202, 203, 204, 212, 213, 216, 226.7, 227.3, 510, 1174, 1182.12, 1197, 1198, 1198.5, 2800, 2802: any applicable provision(s) of the IWC Wage Order(s) implicated by the allegations above; 8 C.C.R. § 3395; and all default civil penalties provided for in Labor Code § 2699(f) for any of the Released PAGA Claims.
>
> (Exh. A ¶ 5.3.2.)

"Released Parties" means Defendant and Defendant's present and former parent, subsidiary, and/or affiliated entities; entities commonly owned and/or controlled by Defendant; Defendant's present and former owners; Defendant's present and former members; Defendant's present and former board members, officers, directors, trustees, employees, agents and attorneys, insurers, reinsurers, and any of their representatives, heirs, executors, and/or administrators; Defendant's successors and/or assigns; and/or, any individual or entity who is or could be liable for the claims released by Plaintiff, or for the Released Class Claims or the Released PAGA Claims, on any legal theory, including, but not limited to, liability established pursuant to Labor Code §§200.3, 558.1, or 2810.3, or on a joint-employer, alter-ego, or other theory of liability. (Exh. A at ¶ 1.44.)

IV. <u>THE PROPOSED SETTLEMENT SATISFIES THE STANDARD FOR PRELIMINARY APPROVAL</u>

Rule 3.769 of the California Rules of Court governs settlements of class actions. Any party to a settlement agreement may submit a written notice for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion. (*See* Cal. R. of Ct. 3.769(c).) Obtaining the approval of a class action settlement involves a "two-step process..." (*See Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.) First, the court preliminarily approves the settlement, and the class members are notified as directed by the court. (*See id.; see also* Cal R. of Ct. 3.769(c).) “Second, the court conducts a final approval hearing to inquire into the fairness of the proposed settlement.” (*Id.*) The Parties are currently at the first stage of the approval process.

California courts have emphasized that the law highly favors settlements. (*See Stambaugh v. Superior Court* (1976) 62 Cal.App.3rd 231, 236.) “Due regard should be given to what is otherwise a private consensual agreement between the parties.” (*Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th at 1117.) In “the context of a settlement agreement, the test is... whether the settlement is reasonable under all of the circumstances.” (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 250.) California trial courts consistently applied the “range of possible approval” standard when rendering decisions regarding the preliminary approval of proposed class action settlements. (*See, e.g., Mendoza v. Kaza Azteca American, Inc*., 2010 WL 6620254, Case No. BC424184 (LASC Oct. 4, 2010) (granting preliminary approval on the “basis that the settlement is fair and reasonable and within a range that could be ultimately be given final approval”); *Wright v. Williams-Sonoma Stores, Inc.,* 2010 WL 8032664, Case No. BC413498 (LASC July 9, 2010) (same); and *Allen v. New Motion, Inc*., 2009 WL 6811964, Case No. BC386596 (LASC Nov. 6, 2009) (same).)

Here, the Court should grant preliminary approval because the Proposed Settlement was reached after significant arm’s-length mediation, both in front of an experienced litigator and a retired judge following formal discovery responses, and the Settlement is fair, adequate, and reasonable. Moreover, the Settlement was negotiated by highly experienced counsel. (VPS Decl. ¶ 10.)

A. The Proposed Settlement was Reached Through Arm’s-Length Bargaining After Comprehensive Discovery and Investigation

The settlement was reached following arm’s-length negotiations via three (3) mediation sessions, the first virtually via zoom with a highly experienced litigator and mediator, Laurie Saldana, the second in-person with Ret. Judge Simpson, and the third virtually via zoom with Ret. Judge Simpson. (VPS Decl. ¶ 10.) Prior to any of the mediation sessions, Plaintiff issued written discovery.

Plaintiff had additionally conducted multiple witness interviews and carefully analyzed the facts and the law; Plaintiff’s counsel was well apprised of the salient legal and factual issues before a settlement was reached in the matter. VPS Decl. ¶¶ 11-17.) Based on this information, Plaintiff and his counsel were able to act intelligently and effectively in negotiating the Proposed Settlement, and well apprised of the legal and factual issues.

B. The Proposed Settlement is Fair, Adequate, and Reasonable

Although Plaintiff and his counsel remain confident in the merits of his claims, Plaintiff considered several factors in reaching a decision to settle at this point in litigation. (VPS Decl. ¶ 27.) For one, as with any class action, there is a significant risk that this Court would deny class certification. If the Court denied class certification, Class Members would not be entitled to any payment whatsoever. Based on Plaintiff's counsel's experience, trial courts often interpret *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, to find that common issues are outweighed by individual inquiries related to why an employee may not have taken a compliant meal period or rest break. (VPS Decl. ¶ 27.) Further, although Defendant engaged in lumping rest breaks and meal breaks together, Defendant changed policy during this litigation to be code compliant.

Furthermore, legitimate controversy exists as to each cause of action. For example, Plaintiff would face challenges in proving his meal break claim in light of Defendant's facially compliant written meal break policy and Defendants claim that the time and manner in which employees took their meal period was entirely voluntary. Plaintiff would also face challenges in proving his rest break claim on a class wide basis because Defendant did not, and was not legally obligated to, maintain records of when rest breaks were taken. Plaintiff's waiting time claim also presents considerable risks because it is a derivative claim.

Plaintiff also recognized the large number of positions in which employees are employed by Defendant, each of which works different hours, and has different opportunities to take rest breaks and meal periods.

Plaintiff also recognized that proving the amount of wages due to each individual Class Member would be an expensive, time-consuming, and uncertain proposition. In order to prove liability and damages, Plaintiff would need to obtain the contact information of absent Class Members and contact the Class Members and obtain numerous declarations at significant expense. Obtaining the cooperation of current employees would also be difficult, given their likely reluctance to aid the prosecution of a lawsuit against their current employer. (VPS Decl. ¶ 28.) Moreover, continued litigation would also be expensive, involving a trial and possible appeals and would substantially delay and reduce any recovery by the Class Members. Class Members will greatly benefit from the settlement by receiving timely relief and avoiding the risk of unfair favorable judgment. (VPS Decl. ¶ 29.)

Finally, Plaintiff calculated Defendant's maximum exposure based on the alleged claims as well as for applicable PAGA penalties to be approximately $4 million. Thus, the $480,000 Gross Settlement Amount represents over 10% of the maximum damages potential if Plaintiff was able to certify, and prevail at trial, on <u>all</u> of his claims. VPS Decl. ¶ 30.) This is an excellent recovery for the class, particularly valuable when weighed against the substantial risk entailed by this case and in light of the settlements that have been approved by other courts where a far lower percentage of the potential maximum exposure is recovered.

In sum, with the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the settlement amount is fair, adequate, and reasonable and in the best interest of the class. (VPS Decl. ¶ 10.)

C. Class Counsel Has Extensive Experience in Class Action Litigation

The settlement negotiations were conducted by experienced counsel. Plaintiffs counsel is highly experienced in litigating complex wage and hour class actions. (VPS Decl. ¶ 10.) Although Plaintiff and his counsel were prepared to litigate the claims in this action, Plaintiff and his counsel support the proposed settlement as being in the best interests of the class. (VPS Decl. ¶ 27; Exh. A.)

V. <u>THE PROPOSED CLASS NOTICE AND NOTICE PLAN IS AN APPROPRIATE FORM OF GIVING NOTICE TO THE CLASS</u>

"The principal purpose of notice to the class is the protection of the integrity of the class action process." (*Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 970.) The notice "'must fairly apprise the class members of the terms of the proposed compromise and of the options open to the dissenting class members.'" (*Wershba*, 91 Cal.App.4th at 251.) Additionally, the notice given should have a reasonable chance of reaching a substantial percentage of the class members. (*See Cartt*, 50 Cal.App.3d at 974.) Here, the proposed notice of class settlement which includes an estimate of each individual settlement payment and the method of providing notice should be approved by the Court.

A. The Class Notice Documents Should be Approved

Pursuant to Rule 3.769(f) of the California Rules of Court, the Class Notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and arranging to appear at the hearing and state objections to the proposed settlement. (*See* Cal. R. of Ct. 3.769(f). The Notice of Class Settlement, which will be provided in English and Spanish, informs Class Members about, *inter alia*, the nature of the case, the claims that will be released, and how class members can object or opt-out of the settlement. The proposed Notice of Class and PAGA Settlement also includes an estimate of their individual settlement payments and PAGA payments. (Exh. A at Exh. A ¶ 7.) Thus, the Notice of Class Settlement is reasonable and complies with the notice requirements of rules 3.766 and 3.769 (f) of the California Rules of Court.

B. The Method of Providing Notice Should be Approved

Within fifteen (15) days of the Court's order granting Plaintiffs Motion for Preliminary Approval, Defendant shall provide the Settlement Administrator with Class Data regarding Class Members, including: name, Social Security number, last known address, and number of workweeks. (Exh. A at ¶ 7.1.1.) Within thirty (30) days of receipt of the Class Data, the Settlement Administrator shall mail the Class Notice to all Class Members. (Exh. A at ¶ 7.2.2.) Any notice returned to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address affixed thereto within seven (7) calendar days. (Exh. A at ¶ 7.2.3.) If no forwarding address is provided, the Settlement Administrator shall promptly conduct its investigation in attempting to determine a correct address or to obtain the contact information of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. (Exh. A at ¶ 7.2.3.) Class members who receive re-mailed Notice of Class Settlement will have an additional twenty-Nine (29) calendar days from the postmark date of the re-mailed Notice of Class Settlement to respond. (Exh. A at ¶¶ 1.46, 7.2.3.)

After receiving the Class Notice, Class Members will be afforded 30 calendar days to decide whether to remain in the settlement class, to object, or opt out. (Exh. A at ¶¶ 1.46, 7.3.1.) Any Class

Member who submits a request for exclusion from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. (Exh. A at ¶ 7.3.3.) Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement and any final judgment entered in this action. (Exh. A at ¶ 7.3.3.) PAGA Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. (Exh. A.)

Class Members will also be given the opportunity to object to the settlement in person at the final approval hearing or in writing. Any written objection must be mailed by the response deadline. The Parties will file any such objections with the Court in advance of the final approval hearing. (Exh. A at ¶ 7.6.)

In sum, Class Members will be provided a full and complete opportunity to consider the terms of the Settlement and make an informed decision as to whether they want to participate in the settlement, object to the settlement, or opt-out of the Settlement. The proposed Class Notice documents and method of providing notice are reasonable and comply with the notice requirements of rule 3.766(e) of the California Rules of Court and the Constitutions of California and the United States. Accordingly, the Court should approve the proposed notice plan.

VI. THE COURT SHOULD PROVISIONALLY CERTIFY THE CLASS

California Code of Civil Procedure section 382 provides that three basic requirements must be met in order to sustain any class action: (a) there must be an ascertainable class; (b) there must be a well-defined community of interest in the question of law or fact affecting the parties to be represented; and (c) certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class is superior to other methods. (*See Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069, 1089.) All of the requirements of California Code of Civil Procedure section 382 are satisfied here.

A. The Class is Ascertainable

To determine whether a class is ascertainable, courts look at: (1) the class definition; (2) the size of the class; and (3) the means available for identifying class members. (*Reyes v. Board of Supervisors of San Diego County* (1987) 196 Cal.App.3rd 1263, 1271.) A class is ascertainable where it is "defined in terms of 'objective characteristics and common transactional facts.'" (*Ghazaryan v. Diva Limousine Ltd.*

(2008) 169 Cal.App.4th 1524, 1531-32; *see also Sevidal v. Target Corp*. (2010) 189 Cal.App.4th 905, 919.) Here, the Class is defined based on objective criteria as it includes all non-exempt hourly employees who worked for Defendant in California during the class period. (*See Ghazaryan*, 169 cal.App.4th at 1531-32 (concluding proposed class was ascertainable where it "consist[ed] of all drivers employed by [defendant] during a specific period of time"); *Clothesrigger, Inc. v. GTE Corp*. (1987) 191 Cal.App.3rd 605, 617 (finding that proposed class defined as all persons nationwide subscribing to telephone service since January 1, 1981, who were charged for one or more unanswered long distance calls was "plainly" ascertainable).) The class is also sufficiently numerous as it comprised of approximately 169 non-exempt employees. (VPS Decl. ¶ 6.); *see also Rose v. City of Hayward* (1981) Cal.App.3rd 926, 934 (finding that class of 42 was sufficiently numerous).) Finally, Class Members are ascertainable where "they may be readily identified without unreasonable expense or time by reference to official [or business] records." (*Sevidal*, 189 Cal.App4th at 919.) The identity of the Class Members in this case is readily ascertainable from Defendant's personnel records. Accordingly, the ascertainability requirement is satisfied.

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

The community of interest requirement embodies three (3) factors: (1) predominant questions of law and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (*See Dunk v. Ford Motor Co*. (1996) 48 Cal.App4th 1794, 1806; and *Richmond v. Dart Indus*. (1981) 29 Cal.3rd 469, 473-75.) Plaintiff's claims satisfy all three factors.

1. <u>Common Issues of Law and Fact Predominate</u>

The commonality criterion requires the existence of common questions of law or fact and is generally established with the issues of predominance and typicality. (*See Daar v. Yellow Cab Co*. (1967) 67 Cal.2d 695, 713-14.) The existence of individual issues or facts is not a bar to class certification as long as they do not render class litigation unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois, Inc*. (1987) 191 cal.App.3d 1341, 1354 ("presence of individual damages issues cannot bar certification").) Here, Plaintiff's claims present sufficient common issues of law and fact that predominate over individual issues and warrant class certification. For example, Plaintiff alleges that Defendant, as a result of common policy, failed to provide lawful meal and rest breaks to class members and illegally forced their meal periods and rest breaks to be a single unpaid break. Defendant, while not admitting liability, acknowledged the risk that such common questions might be found, and stipulate to class certification for settlement purposes and agree the settlement is in the best interest of the class. (Exh. A.) Thus, class treatment is appropriate.

2. Plaintiff's Claims are Typical of the Claims of the Class

To satisfy the typicality requirement, California does not require that a plaintiff have claims identical to the other class members. Rather, the test of typicality for a class representative is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiff, and whether other class members have been injured by the same course of conduct. (*Seastrom v. Neways, Inc*. (2007) 149 Cal.App.4th 1496, 1502.) As the claims of Plaintiff and Class Members are based on the same legal theories and arise out of the same unlawful policies and practices, the typicality requirement is satisfied.

3. Plaintiff Will Fairly and Adequately Represent the Class

The question of adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation in the plaintiff's interest or not antagonistic to the interests of the class." (*McGee v. Bank of America* (1976) 60 Cal.App.3rd 422, 450.) These considerations are satisfied here. Plaintiff's counsel is well qualified and experienced in employment class action litigation. (VPS Decl. ¶ 10.) Further, because Plaintiff's claims are typical of other Class Members and are not based on unique circumstances that might jeopardize the claims of the Class, there is no antagonism between the interests of Plaintiff and those of the class.

C. Proceeding as a Class Action is Superior to Individual Actions

Under the circumstances, proceeding as a class action is a superior means of resolving this dispute, as the Settlement Class Members and the Court will derive substantial benefits. Class certification will serve as the only means to deter and redress the alleged Labor Code violations. (*See Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 (relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress the alleged wrongdoing).) Furthermore, individual actions arising out of the same operative facts would unduly burden the courts and could produce inconsistent results, which may be avoided by class certification.

VII. PROPOSED SETTLEMENT IMPLEMENTATION SCHEDULE

Assuming this Court grants this motion on Sept. 16, 2026 and in accordance with the terms of the settlement, plaintiff respectfully requests that the court set the following implementation dates:

Event	Date
Last day for Defendant to provide the Settlement Administrator with Class Data	October 1, 2026 (15 days)
Last day for Settlement Administrator to mail notice packet	October 31, 2026 (45 days)
Last day for Class Members to submit a request for exclusion or objection	December 29, 2026 (104 days)
Last day to file Motion for Final Approval and request for attorneys' fees and costs and Class Representative Service Award	January 28, 2027 (134 days)
Final Approval Hearing	February 26, 2027 (164 days)

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VIII. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiff respectfully requests that the court: (1) grant preliminary approval of the Settlement; (2) provisionally certified the Class for settlement purposes only; (3) approve the Notice of Class Settlement and the plan for distribution of the Notice to Class Members; (4) appoint Plaintiff as Class Representatives of the Class and Sorrentino & Associates PC as Class Counsel; and (5) schedule a Final Approval Hearing.

Dated: 04/20/2026

By: ______________
PAUL F. SORRENTINO
VINCENT P. SORRENTINO
Attorneys for Plaintiff

PROOF OF SERVICE

I, the undersigned, declare as follows:

I am employed in the County of San Diego, State of California. I am over the age of 18 years, and not a party to the within action. I am attorney of record for the above Party according to the caption, with business address of 550 W C St, Ste. 1400, San Diego, California 92101.

On 04/20/2026, I served the foregoing document(s) along with the Declaration of Vincent P. Sorrentino in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement

to the following party(ies) in this action addressed as follows:

PLEASE SEE ATTACHED SERVICE LIST

☐ (*BY MAIL*) I caused a true copy of each document, placed in a sealed envelope with postage fully paid, to be placed in the United States mail at San Diego, California. I am "readily familiar" with this firm's business practice for collection and processing of mail, that in the ordinary course of business said document(s) would be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ (*BY PERSONAL SERVICE*) I caused to be delivered each such document by hand to each addressee above.

☐ (*BY OVERNIGHT DELIVERY*) I caused a true copy of each document, placed in a sealed envelope with delivery fees provided for, to be deposited in a box regularly maintained by overnight delivery service (i.e, **FedEx/UPS).** I am readily familiar with this firm's practice for collection and processing of documents for overnight delivery and know that in the ordinary course of business practice the document(s) described above will be deposited in a box or other facility regularly maintained by such delivery service to receive documents on the same date it is placed for collection.

☐ (*BY FACSIMILE*) By use of facsimile machine number (855) 880-5647, I served a copy of the within document(s) on the above interested parties at the facsimile numbers listed above. The transmission was reported as complete and without error. The transmission report was properly issued by the transmitting facsimile machine.

☒ *(BY ELECTRONIC SERVICE)* Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at their electronic notification addresses. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on 04/20/2026, in San Diego, CA. I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Antonio Ramirez v. FORT WASHINGTON GOLF & COUNTRY CLUB, et al.
CASE NO: 24CECG02900

SERVICE LIST

William C. Hahesy, State Bar No. 105743
Michael J. Conway II, State Bar No. 322030
SAGASER, WATKINS & WIELAND PC
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000
Facsimile: (559) 473-1483
Email: hahesy@sw2law.com
mikec@sw2law.com
[Attorneys for Defendant]