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

JACOB SCHNEIDER, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act (“PAGA”);

Plaintiff,

v.

SDLA COURIER SERVICE, INC., a
California corporation; AMAZON
LOGISTICS, INC., a Delaware corporation,
AMAZON.COM SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 2023CUOE012330

Assigned for All Purposes to:
Honorable Charmaine H. Buehner
Department 44

CLASS ACTION

**NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

*[Declaration of Proposed Class Counsel
(Douglas Han); Declarations of Proposed
Class Representatives (Jacob Schneider and
Samantha Peters); and [Proposed] Order
filed concurrently herewith]*

Hearing Date: April 1, 2026
Hearing Time: 1:30 p.m.
Hearing Place: Department 44

Complaint Filed: August 7, 2023
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on April 1, 2026 at 1:30 p.m., or as soon as the matter
2 may be heard, before the Honorable Charmaine H. Buehner in Department 44 of the Ventura
3 County Superior Court located at 800 South Victoria Avenue, Ventura, California 93009, Plaintiffs
4 Samantha Peters and Jacob Schneider (“Plaintiffs,” “Plaintiff Peters,” and “Plaintiff Schneider”)
5 will and hereby do move for an order:

- 6 • Granting Preliminary Approval of the class action settlement described herein and
7 as set forth in the Class and Representative Action Settlement Agreement and
8 Release (“Settlement Agreement,” “Settlement,” or “Agreement”), attached as
9 **Exhibit 2** to the Declaration of Douglas Han, including, and not limited to, the
10 means of allocation and distribution of funds;
- 11 • Approving the Notice of Class Action Settlement (“Class Notice”) attached as
12 **Exhibit A** to the Settlement Agreement;
- 13 • Directing the mailing of the Class Notice with a postage-paid return envelope to
14 the Class Members;
- 15 • Approving Phoenix Class Action Administration Solutions as the Administrator;
- 16 • Approving the proposed deadlines for the settlement administration process;
- 17 • Conditionally certifying the Class for settlement purposes only;
- 18 • Appointing Justice Law Corporation as Class Counsel;
- 19 • Appointing Plaintiffs as the class representatives; and
- 20 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
21 Agreement, at which time the Court will also consider whether to grant Final
22 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
23 Litigation Expenses Payment, Class Representative Service Payments,
24 Administration Expenses Payment, and approval of the allocation of the Private
25 Attorney General Act of 2004 (“PAGA”) Penalties.

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1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); Declarations of Proposed Class
3 Representatives (Jacob Schneider and Samantha Peters); [Proposed] Order filed concurrently with
4 this motion; pleadings and other records on file with the Court in this matter; and such documentary
5 evidence and oral argument as may be presented at the hearing on this motion.

6
7 Dated: March 3, 2026

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
10 *Attorneys for Plaintiffs*
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TABLE OF CONTENTS

I.	INTRODUCTION	10
II.	BACKGROUND	10
III.	INVESTIGATION/ LITIGATION HISTORY	11
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	11
b.	The Parties Were Able to Reach an Agreement	11
i.	The Parties Attended Mediation Which Led to the Settlement	11
ii.	The Settlement Was Reached as a Result of Arm's-Length Negotiations	11
iii.	The Settlement Is the Result of Thorough Investigation and Discovery	12
c.	Terms of the Settlement.....	12
i.	Deductions from the Settlement.....	12
ii.	Calculating Settlement Payments	13
iii.	Notice to the Class	13
iv.	Distribution of Funds	13
v.	Release of Claims	14
d.	Counsel for Both Parties Are Experienced in Similar Litigation	15
IV.	ARGUMENT	15
a.	Class Action Settlements Are Subject to Court Review.....	15
b.	The Settlement Is a Reasonable Compromise of Claims.....	16
i.	The Settlement Amount of \$2,210,000 Is Fair and Reasonable	16
ii.	The PAGA Penalties Allocation of \$200,000 Is Reasonable	17
c.	Discount Analysis Justifies the Settlement.....	18
d.	Conditional Certification of the Class Is Appropriate	19
i.	The Class Is Ascertainable and Sufficiently Numerous	19
ii.	Class Members Share a Well-defined Community of Interest	20
1.	Common Issues Predominate.....	20

2.	Plaintiffs’ Claims Are Typical of the Class Claims.....	21
3.	Plaintiffs Are Adequate to Represent the Class.....	22
4.	Class Action is Superior for the Fair and Efficient Adjudication of this Controversy	22
e.	The Settlement Is Fair, Reasonable, and Adequate	22
f.	Notice to the Class Complies with Rules of Court, Rule 3.769(f).....	23
V.	CONCLUSION.....	23

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Acosta v. TransUnion, LLC</i>	
(C.D. Cal. 2007) 240 F.R.D. 564	19
<i>Aguilar v. Cintas Corp. No. 2</i>	
(2006) 144 Cal.App.4th 121	17
<i>Amaro v. Anaheim Arena Management, LLC</i>	
(2021) 69 Cal.App.5th 521	14
<i>Bartold v. Glendale Federal Bank</i>	
(2000) 81 Cal.App.4th 816	20
<i>In re Beef Industry Antitrust Litigation</i>	
(5th Cir. 1979) 607 F.2d 167	15
<i>Boyd v. Bechtel Corp.</i>	
(N.D.Cal. 1979) 485 F.Supp.610	12
<i>Brinker Restaurant Corp. v. Superior Court</i>	
(2012) 53 Cal.4th 1004	21
<i>Capitol People First v. Department of Developmental Services</i>	
(2007) 155 Cal.App.4th 676	20, 21
<i>Classen v. Weller</i>	
(1983) 145 Cal.App.3d 27	21
<i>Detroit v. Grinnell Corp.</i>	
(2d Cir. 1974) 495 F.2d 448.....	19
<i>Dunbar v. Albertson's Inc.</i>	
(2006) 141 Cal.App.4th 1422	17
<i>Dunk v. Ford Motor Co.</i>	
(1996) 48 Cal.App.4th 1794	15, 22
<i>Espinoza v. Galardi South Enters.</i>	
(S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS.....	21

Cases	Page(s)
<i>In re General Motors Corp. Engine Interchange Litigation</i>	
(7th Cir. 1979) 594 F.2d 1106	19
<i>Ghazaryan v. Diva Limousine, Ltd.</i>	
(2008) 169 Cal.App.4th 1524	20
<i>Green v. Obledo</i>	
(1981) 29 Cal.3d 126	15
<i>Harris v. Superior Court</i>	
(2007) 154 Cal.App.4th 164	17
<i>Hicks v. Kaufman & Broad Home Corp.</i>	
(2001) 89 Cal.App.4th 908	20
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900	18
<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n</i>	
(1981) 452 U.S. 905	15
<i>Jones v. JGC Dallas LLC</i>	
(N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS	
185042	21
<i>Kullar v. Foot Locker Retail, Inc.</i>	
(2008) 168 Cal.App.4th 116	16
<i>Linder v. Thrifty Oil Co.</i>	
(2000) 23 Cal.4th 429	20
<i>Linney v. Cellular Alaska P’ship</i>	
(9th Cir. 1998) 151 F.3d 1234	19
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
(2010) 186 Cal.App.4th 399	16
<i>Nordstrom Com. Cases</i>	
(2010) 186 Cal.App.4th 576	18

Cases	Page(s)
<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
(2004) 34 Cal.4th 319	17, 19, 20
<i>Thurman v. Bayshore Transit Mgmt.</i>	
(2012) 203 Cal.App.4th 1112	17
<i>Vasquez v. Superior Court</i>	
(1971) 4 Cal.3d 800	15
<i>Walsh v. IKON Office Solutions, Inc.</i>	
(2007) 148 Cal.App.4th 1440	17
Rules	
Federal Rule 23	15
Rules of Court, Rule 3.769	15
Rules of Court, Rule 3.769 (f)	23
Rules of Court, Rule 3.769 (g).....	15
Statutes	
Business & Professions Code § 17200	17
Code of Civil Procedure § 382.....	19, 22
Code of Civil Procedure § 877.6.....	16
Code of Civil Procedure § 1542.....	14
Labor Code § 201.....	17
Labor Code § 202.....	17
Labor Code § 203.....	17
Labor Code § 204.....	17
Labor Code § 210.....	17
Labor Code § 218.5.....	17
Labor Code § 221.....	17
Labor Code § 226.3.....	17
Labor Code § 226.7.....	17

Statutes	Page(s)
Labor Code § 226 (a)	17
Labor Code § 246.....	17
Labor Code § 432.5.....	17
Labor Code § 510.....	17
Labor Code § 512 (a)	17
Labor Code § 551.....	17
Labor Code § 552.....	17
Labor Code § 558.....	17
Labor Code § 1174 (d).....	17
Labor Code § 1194.....	17
Labor Code § 1197.....	17
Labor Code § 1197.1.....	17
Labor Code § 1198.....	17
Labor Code § 2800.....	17
Labor Code § 2802.....	17
Private Attorney General Act of 2004	2

1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement by Plaintiffs on behalf of themselves and all current and former hourly-paid
4 or non-exempt employees of SDLA Courier Service, Inc. within the State of California at any time
5 during the period from January 5, 2019, through August 10, 2024 (“Class,” “Class Members,” and
6 “Class Period”). At the time of this filing, the number of Class Members is estimated to be 4,798,
7 which was confirmed by Defendants Amazon Logistics, Inc. and Amazon.com Services LLC
8 (“Defendant”), based on information provided by non-settling defendant SDLA Courier Service,
9 Inc. (Declaration of Douglas Han in Support of Motion for Preliminary Approval of Class Action
10 Settlement (“Han Decl.”), ¶¶ 7, 8; footnote 1.)

11 **II. BACKGROUND**

12 On May 12, 2023, Plaintiff Schneider provided written notice to the California Labor and
13 Workforce Development Agency (“LWDA”) and Defendant. (Han Decl., *supra*, at ¶ 9; Exhibit 3.)

14 On August 7, 2023, Plaintiff Schneider filed a representative PAGA action in the Superior
15 Court of California, County of Ventura. (Han Decl., *supra*, at ¶ 10; Exhibit 4.)

16 After engaging in discovery, investigations, and negotiation, on May 20, 2025, the Parties
17 attended mediation with the experienced mediator Lisa Klerman that resulted in a tentative
18 settlement. However, the settlement does not include SDLA Courier Service, Inc. (Han Decl.,
19 *supra*, at ¶ 11.)

20 In line with the settlement, on August 11, 2025, Plaintiff Schneider provided an amended
21 written notice to the LWDA and Defendant that added Plaintiff Peters as a named representative
22 and updated the factual allegations. (Han Decl., *supra*, at ¶ 12; Exhibit 5.)

23 Plaintiff Schneider then filed a First Amended Complaint that adjusted the “aggrieved
24 employees” definition, added wage-and-hour class action causes of action, and added Plaintiff
25 Peters as a named plaintiff. (Han Decl., *supra*, at ¶ 13; Exhibit 6.)

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III. INVESTIGATION/ LITIGATION HISTORY

a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions

After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 15.) Plaintiffs drafted and propounded form interrogatories, special interrogatories, requests for production of documents, and requests for admission, and SDLA Courier Service, Inc. and Defendant responded to the formal discovery requests. (*Ibid.*) The Parties met and conferred and agreed to engage in the informal exchange of information and attended mediation. (*Ibid.*)

Prior to the mediation, SDLA Courier Service, Inc. produced documents relating to its policies, practices, and procedures. (Han Decl., *supra*, at ¶ 16.) As part of that production, Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Putative class members were also located and interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day violations. (*Ibid.*)

Based on the information provided and interviews with putative class members, Plaintiffs contend – and Defendant denies – that: (1) employees were not provided with legally mandated meal and rest breaks; (2) employees were not paid for all hours worked; (3) employees were not reimbursed for necessary business expenses; (4) employees were issued noncompliant wage statements; and (5) liability for waiting time penalties was incurred. (Han Decl., *supra*, at ¶¶ 18-24.)

b. The Parties Were Able to Reach an Agreement

i. The Parties Attended Mediation Which Led to the Settlement

The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 25.) Under the auspices of the mediator, the Parties reached a settlement, the terms of which were memorialized in the Settlement Agreement. (*Id.* at ¶ 25; Exhibits 2, 7.)

ii. The Settlement Was Reached as a Result of Arm's-Length Negotiations

The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 28.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

1 Plaintiffs and Class Counsel recognize the expense and length of additional proceedings
2 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
3 29.) Plaintiffs and Class Counsel also considered the uncertainty and risk of further litigation,
4 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
5 foregoing, Plaintiffs and Class Counsel believe that the Settlement Agreement is a fair, adequate,
6 and reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

7 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

8 The Parties investigated and evaluated the strengths and weaknesses of the claims and
9 defenses before reaching the Settlement Agreement and engaged in research and discovery to
10 support the Settlement Agreement. (Han Decl., *supra*, at ¶ 30.) The Settlement Agreement was
11 only possible following an investigation and evaluation of the relevant policies and practices,
12 permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages.
13 (*Ibid.*) This case has reached the stage where the Parties understand “the strength of the case; the
14 reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best
15 possible recovery” sufficient to support the reasonableness, adequacy, and fairness of the
16 Settlement Agreement. (Han Decl., *supra*, at ¶ 30; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485
17 F.Supp. 610, 617.)

18 **c. Terms of the Settlement**

19 **i. Deductions from the Settlement**

20 The Parties agreed that (subject to the Court’s approval) this matter be settled and
21 compromised for the non-reversionary sum of \$2,210,000 (“Gross Settlement Amount”) which
22 includes: (1) Class Counsel Fees Payment up to \$773,500 (35% of the Gross Settlement Amount);
23 (2) Class Counsel Litigation Expenses Payment up to \$40,000; (3) Class Representative Service
24 Payments totaling \$20,000; (4) Administration Expenses Payment up to \$35,000; and (5) PAGA
25 Penalties up to \$200,000. (Han Decl., *supra*, at ¶ 26.)

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The Participating Class Members will receive a proportionate share of the Net Settlement Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § III(10).) Individual Class Payments will be allocated thirty-three percent (33%) wages and expenses and sixty-seven percent (67%) penalties and interest. (*Id.* at § III(14).)

iii. Notice to the Class

Within thirty-five (35) calendar days of the Court granting Preliminary Approval, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § III(5).) Within fourteen (14) calendar days of receipt of the Class Data, the Administrator will mail copies of the Class Notice to all Class Members via regular First-Class U.S. Mail. (*Ibid.*)

The Gross Settlement Amount will be funded and distributed pursuant to the timeline and manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at §§ III(8), III(10)-III(13), III(17).) Any uncashed settlement checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member. (*Id.* at § III(16).)

/ / /

1 **v. Release of Claims**

2 Effective on the date when the entire Gross Settlement Amount and all employer payroll
3 taxes on the wage portion of the Individual Class Payments are funded, Plaintiffs and all
4 Participating Class Members, as well as their spouses, heirs, executors, administrators, trustees
5 and/or permitted assigns, hereby do and shall be deemed to have fully, finally, and forever released,
6 settled, compromised, relinquished, and discharged any and all of the Released Parties of and from
7 any and all Released Class Claims for the Class Period. (Han Decl., *supra*, at ¶ 25; Exhibit 2,
8 *supra*, at §§ I(37), III(1).)

9 Effective on the date when the entire Gross Settlement Amount and all employer payroll
10 taxes on the wage portion of the Individual Class Payments are funded, as representative of the
11 State of California and on behalf of the LWDA and the Aggrieved Employees, Plaintiffs fully and
12 finally release the Released Parties from the PAGA Released Claims for the PAGA Period. (Han
13 Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at §§ I(38), III(2).)

14 Effective on the date when the entire Gross Settlement Amount and all employer payroll
15 taxes on the wage portion of the Individual Class Payments are funded, Plaintiffs release the
16 Released Parties from all the Class Representatives' Released Claims. (Han Decl., *supra*, at ¶ 25;
17 Exhibit 2, *supra*, at §§ I(13), III(3).) Plaintiffs' releases also include a waiver of all rights under
18 Civil Code section 1542. (*Ibid.*)

19 With regards to class action releases, “[A] court may release not only those claims alleged
20 in the complaint and before the court, but also claims which ‘could have been alleged by reason of
21 or in connection with any matter or fact set forth or referred to in’ the complaint.”” (*Amaro v.*
22 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in
23 this case is acceptable because the releases are limited to the scope of the allegations in the
24 operative complaints. Moreover, the released claims are ““based on the identical
25 factual predicate as that underlying the claims in the settled class action.”” (*Ibid.*) In other words,
26 the released claims do not ““go beyond the scope of the allegations in the operative complaint ...
27 .”” (*Ibid.*)

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1 **d. Counsel for Both Parties Are Experienced in Similar Litigation**

2 The Parties' counsel are experienced in wage-and-hour employment law and class actions.
3 (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf
4 of employees for Labor Code violations and are experienced and qualified to evaluate the class
5 claims, settlement versus trial, and viability of the defenses. (*Ibid.*) This experience instructed
6 Class Counsel on the risks and uncertainties of further litigation and guided their determination to
7 endorse the Settlement Agreement.¹ (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.)

8 **IV. ARGUMENT**

9 **a. Class Action Settlements Are Subject to Court Review**

10 Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before
11 final approval, the court must conduct an inquiry into the fairness of the proposed settlement.”
12 (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary
13 approval of class settlements:

14 (a) A settlement or compromise of an entire class action, or a cause of action in
15 a class action, or as to a party, requires the approval of the court after
16 hearing.

16 ...
17 (c) Any party to a settlement agreement may serve and file a written notice of
18 motion for preliminary approval of the settlement. The settlement
19 agreement and proposed notice to class members must be filed with the
20 motion, and the proposed order must be lodged with the motion.

21 Courts have discretion to approve settlements that are fair, not collusive, and consider ““all
22 the normal perils of litigation as well as the additional uncertainties inherent in complex class
23 actions.”” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n (1981) 452 U.S. 905.)

24 ¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until
25 the Class Notice has been mailed to the Class Members, and the Class Members have had an
26 opportunity to respond. This information will be provided to the Court in conjunction with the
27 Motion for Final Approval.

28 ² The California Supreme Court has authorized California's trial courts to use Federal Rule
23 and cases applying it for guidance in considering class issues. (*Vasquez v. Superior Court*
(1971) 4 Cal.3d 800, 821; *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate,
the Parties cite Federal Rule 23 and federal case law in addition to California law.

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An understanding of the amount in controversy is an important factor in whether the settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar v. Foot Locker Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 130; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186 Cal.App.4th at p. 409.)

Kullar’s instruction to the court is not to “decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum amount the class could recover if plaintiff prevailed on all his claims, provided there is a record that allows ““an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.”” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

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The Settlement Agreement was only possible following an investigation and evaluation of the relevant policies and procedures, as well as the data produced, as referenced in Section III above, permitting Class Counsel to engage in an analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 30.)

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1 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
2 pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium
3 wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure
4 to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business &
5 Professions Code section 17200. (Han Decl., *supra*, at ¶ 31.) Defendant vehemently denies the
6 theories of liability and denies that it was the employer or joint employer of Plaintiffs or of any of
7 the putative class members. (*Id.* at ¶ 32.)

8 While Plaintiffs believe that the case is suitable for certification, uncertainties with respect
9 to certification are always present. (Han Decl., *supra*, at ¶ 33.) As the California Supreme Court
10 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
11 always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
12 *Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.³
13 (Han Decl., *supra*, at ¶ 33.) Thus, the calculations for potential damages were discounted.

14 **ii. The PAGA Penalties Allocation of \$200,000 Is Reasonable**

15 The provisions of the Labor Code potentially triggering PAGA penalties include Labor
16 Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
17 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 41.)
18 Defendant asserted that, regardless of the results of the underlying causes of action, PAGA
19 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained
20 that it had a strong argument that it would be unjust to award maximum PAGA penalties given the
21 current unsettled state of the law. (Han Decl., *supra*, at ¶ 41; *Thurman v. Bayshore Transit Mgmt.*
22 (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) Furthermore,
23 Defendant argued that when limited to the initial violation, the PAGA penalties could be limited

24 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
25 of class claiming misclassification and ordering summary adjudication in favor of employees],
26 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
27 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
28 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

to about **\$165,100** (1,651 employees x \$100 penalty for initial violation) on the low end and **\$1,155,700** (1,651 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 42-44.)

Plaintiffs recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 45.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Allocating \$200,000 to PAGA penalties was reasonable given that an additional \$2,010,000 in the class settlement is being paid. (*Ibid.*) When PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are reasonable.⁴ (Han Decl., *supra*, at ¶ 45.)

Considering the defenses, supporting evidence, and position that the case is not suitable for class treatment, the Settlement Agreement is reasonable, adequate, and fair.

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$26,227,110.51** on the low end and around **\$27,395,810.51** on the high end. (Han Decl., *supra*, at ¶ 46.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$1,565,148.21	75%	65%	\$136,950.47
Meal Break Premiums	\$1,529,109.10	65%	55%	\$240,834.68
Overtime/Minimum Wage: Off-the-Clock Work	\$2,337,400 to \$3,506,100	55%	55%	\$473,323.50 to \$709,985.25
Unreimbursed Business Expenses	\$900,000	35%	65%	\$204,750
Wage Statement Penalty	\$2,889,250	75%	75%	\$180,578.13
Waiting Time Penalty	\$17,006,203.20	75%	75%	\$1,062,887.70
MAXIMUM TOTAL EXPOSURE	\$26,227,110.51 to \$27,395,810.51⁵			\$2,299,324.48 to \$2,535,986.23⁶

⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims.”)

⁵ (Han Decl., *supra*, at ¶¶ 34-40.)

⁶ (*Id.* at ¶¶ 47-52.)

1 The realistic recovery for this case is about **\$2,299,324.48** on the low end and
2 **\$2,535,986.23** on the high end. (Han Decl., *supra*, at ¶ 53.) The Gross Settlement Amount is about
3 eight percent (8.07%) of the maximum potential exposure and around eighty-seven percent
4 (87.15%) of the maximum realistic exposure at trial, which is a reasonable settlement. (*Ibid.*)

5 The only question at preliminary approval is whether the settlement is within the range of
6 possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594
7 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact
8 that a proposed settlement may only amount to a fraction of the potential recovery does not, in and
9 of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.”
10 (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska*
11 *P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242 (“[I]t is the very uncertainty of outcome in litigation
12 and avoidance of wasteful and expensive litigation that induce consensual settlements. The
13 proposed settlement is not to be judged against a hypothetical or speculative measure of what
14 might have been achieved by the negotiators”). This settlement is in line with the realistic exposure
15 if Plaintiffs prevailed at trial and provides a reasonable recovery for the Class Members.

16 **d. Conditional Certification of the Class Is Appropriate**

17 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of
18 a common or general interest, of many persons, or when the parties are numerous, and it is
19 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
20 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1]
21 an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

22 The Class is ascertainable and sufficiently numerous as to make it impracticable to join all
23 the Class Members, and there are common questions of law and fact that predominate over any
24 questions affecting any individual Class Member. (Han Decl., *supra*, at ¶ 54.) Plaintiffs contend
25 that their claims are typical of the claims of the Class, and Class Counsel will fairly and adequately
26 protect the interests of the Class. (*Ibid.*) Plaintiffs assert that the prosecution of separate actions by
27 individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

28 ///

1 **i. The Class Is Ascertainable and Sufficiently Numerous**

2 “Ascertainability is required in order to give notice to putative class members as to whom
3 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
4 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
5 by describing a set of common characteristics sufficient to allow a member of that group to identify
6 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
7 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
8 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

9 This case involves approximately 4,798 Class Members, meaning that the Class is
10 sufficiently numerous. (Han Decl., *supra*, at ¶ 55; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169
11 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former
12 employees” is sufficiently numerous].)

13 **ii. Class Members Share a Well-defined Community of Interest**

14 The community of interest requirement “embodies three factors: (1) predominant common
15 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
16 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
17 *Superior Court*, *supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
18 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
19 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis
20 in original).) Courts focus on a defendant’s internal policies and “pattern and practice . . . in order
21 to assess whether that common behavior toward similarly situated plaintiffs renders class
22 certification appropriate.” (*Ibid.*) The application of each of these factors is discussed below.

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Plaintiffs assert that common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 56.) Plaintiffs contend that all the Class Members were subject to the same or similar employment practices, policies, and procedures described above. (*Ibid.*)

Typical claims rely on legal theories and facts that are substantially like those of other class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)



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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is ccastro@justicelawcorp.com.

On March 3, 2026, I served the foregoing document described as

**NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE;
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

for the following case: **Schneider v. SDLA Courier Service, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-954685-23**
Court Case No.: 2023CUOE012330
Ventura County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 3, 2026, at Pasadena, California.



Christina Castro