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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

YAJAIRA SEGURA, individually and for others similarly situated, on behalf of the State of California and Aggrieved Employees,

Plaintiff,

vs.

COMPREHENSIVE MOBILE CARE, LLC; and DOES 1 through 10, inclusive,

Defendants.

Case No. 30-2026-01541502-CU-OE-CXC
[Assigned to the Hon. Melissa McCormick, Dept. CX105]

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFICATION OF SETTLEMENT CLASS, APPROVAL OF NOTICE OF SETTLEMENT, AND SETTING OF HEARING FOR FINAL APPROVAL

Date:	June 18, 2026
Time:	8:30 A.M.
Department:	CX105
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1. Introduction.

Plaintiff Yajaira Segura, on behalf of herself and all others similarly situated ("Plaintiff"), seeks preliminary approval of the settlement of this wage-and-hour class and representative action against Defendant Comprehensive Mobile Care, LLC ("Defendant" or "CMC"). Plaintiff and Defendant are collectively referred to as the "Parties".

Through early informal discovery, intensive mediation, and arm's-length negotiations by the Parties with the assistance of a respected wage-and-hour mediator, the Parties have resolved the claims of approximately 48 current and former non-exempt hourly employees who worked in California for Defendant at any time from December 10, 2021 through the date the Court grants preliminary approval of the Settlement ("Class Members") for a total non-reversionary settlement amount of $225,000.00 (the "Gross Settlement Amount"), of which approximately $113,517.01 will be available for distribution to Class Members (the "Net Settlement Amount"). These terms are memorialized in the Class and PAGA Action Settlement Agreement and Release ("Settlement").[1]

The proposed Settlement provides an excellent benefit to the Class Members and Aggrieved Employees and an efficient outcome in the face of uncertain and expanding litigation. The proposed Settlement satisfies all of the criteria for preliminary settlement approval under California law and falls well within the range of reasonableness. The Parties are resolving numerous claims that almost certainly never would have been prosecuted as individual actions, and in so doing provide substantial benefit to the members of the Class. Accordingly, Plaintiff requests that the Court (1) grant preliminary approval of the proposed Settlement; (2) appoint Phoenix Class Action Administration Solutions as Settlement Administrator and approve the estimated costs of settlement administration (estimated to cost $4,500.00); (3) appoint Laurel Employment Law as Class Counsel ("Class Counsel"); (5) appoint Plaintiff as Class Representative; (6) provisionally certify the Settlement Class for settlement purposes only; (7) preliminarily approve a service award of $10,000.00 to Plaintiff for her efforts on behalf of the

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[1] A true and correct copy of the Settlement is attached as **Exhibit 1** to the Declaration of William Hogg.

Class; (8) preliminarily approve an award of $10,000.00 for penalties under California Private Attorneys General Act ("PAGA"), Labor Code § 2699; (9) preliminarily approve an award of attorneys' fees to Class Counsel in the amount not to exceed 35% of the Gross Settlement Amount ($78,750.00), plus reimbursement of out-of-pocket expenses, not to exceed $11,732.99; (10) approve the Notice of Settlement[2] and Request for Exclusion From Class Form[3]; and (11) approve the proposed implementation schedule, set forth in the Notice of Motion, for relevant dates and deadlines regarding the administration and approval of the Settlement.

2. Factual and Procedural Background.

A. The Pleadings.

On August 5, 2025, Plaintiff submitted a written demand to Defendant outlining various allegations of alleged common wage-and-hour violations affecting similarly situated non-exempt employees under California state law. (*See* Hogg Decl. at ¶¶ 10–26.) Rather than immediately initiate litigation, Plaintiff and Defendant agreed to engage in informal discovery, exchanging voluminous payroll and timekeeping records, as well as various written policies, in an effort to quantify the potential litigation exposure for Plaintiff's class and representative allegations. (*Id.*) The Parties thereafter agreed to attend pre-litigation mediation with an experienced and well-respected mediator, Jason Marsili, on December 10, 2025. (*Id.*) The Parties reached a class-wide pre-litigation settlement in principle during mediation with Mr. Marsili. (*Id.*) The Parties thereafter reduced their agreement to a formal writing and executed the written Settlement Agreement on March 3, 2026, and executed same on April 3, 2026. (*Id.*, Exhibit 1.)

In accordance with the Settlement Agreement, on January 20, 2026, Plaintiff filed an Original Class Action Complaint in this Court, alleging class-wide wage-and-hour violations. (*See* Original Class Action Complaint.)

In accordance with the Settlement Agreement, on December 30, 2025, Plaintiff submitted a letter to the Labor & Workforce Development Agency ("LWDA"), notifying the agency of her intent to file a lawsuit for penalties under the PAGA. (Hogg Decl. at ¶¶ 27–30.) The LWDA did

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[2] Hereinafter, "Notice," a true and correct copy attached as **Exhibit A** to the Settlement.
[3] A true and correct copy is attached as **Exhibit 2** to Hogg Decl.

not issue a response. (*Id.*) On March 9, 2026, Plaintiff amended the class action complaint to assert claims for penalties under PAGA. (*See* First Amended Class and PAGA Action Complaint ("FAC").)

Defendant operates a portable, on-site dentistry, audiology, optometry, and podiatry services company, catering largely to skilled nursing facilities, assisted living facilities, long- and short-term rehabilitation centers, veterans homes, children's programs, PACE centers, and other similar establishments. (*See* FAC at ¶ 48.) Plaintiff and putative Class Members consist of approximately 48 current and former hourly, non-exempt employees of Defendant who worked in California for Defendant at any time since December 10, 2021 through the date the Court grants preliminary approval of the Settlement.[4] (*See* Hogg Decl., Exhibit 1 at Sec. 2.c.) Plaintiff alleges that she was typically scheduled to work 10-to-11 hours each shift, 3-to-4 days per week. (*See* FAC at ¶ 55.)

Plaintiff alleges that Class Members are routinely denied all wages owed for all hours worked, denied proper overtime wages, denied meal and rest periods, do not receive adequate compensation, and are not reimbursed for all necessary business expenses. (*Id.* at ¶¶ 48–105.) Plaintiff alleges derivative violations for failure to provide accurate, itemized wage statements, waiting time penalties, and violations under California Business and Professions Code § 17200. (*Id.* at ¶¶ 224–241.) Plaintiff also alleges the complained-of Labor Code violations give rise to civil penalties for the State of California and Aggrieved Employees under PAGA. (*Id.* at ¶¶ 242–270.) Per the Settlement Agreement, the "Aggrieved Employees" consist of Defendant's current and former hourly-paid, non-exempt employees who worked in California at any time from December 10, 2024 through the date the Court grants preliminary approval of the Settlement. (*See* Hogg Decl., Exhibit 1 at Sec. 2.b.)

B. Pre-Mediation Efforts.

The Parties agreed to attend mediation pre-litigation in an effort to stave off costs and fees. (*See* Hogg Decl. at ¶¶ 10–30.) The Parties engaged in extensive informal discovery leading up to

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[4] This was the number through October 15, 2025 going into mediation.

mediation, wherein Defendant produced class-wide documents and information on an informal basis to facilitate mediation. (*Id.*) Defendant produced voluminous payroll and timekeeping records for the Class Members, and a list of employee IDs with corresponding dates of employment and pay rates. (*Id.*) Plaintiff's counsel completed an exhaustive review of such documents and used the information and data from Defendant to prepare for mediation, including in the preparation of its detailed damages analysis. (*Id.*)

C. Settlement.

Following the completion of the informal discovery process, the Parties conducted a full day mediation session on December 10, 2025, which was remotely held before well-respected and highly-skilled employment law mediator Jason Marsili. (*Id.*) The Parties reached a settlement in principle during mediation. (*Id.*) They collaborated to prepare a written settlement agreement, which was fully executed on March 3, 2026, (*Id.*, Exhibit 1.) Because the Settlement was reached pre-litigation, the Parties reached agreement on the necessary procedural steps to initiate this Action and seek approval of the terms.

3. Terms of the Settlement.

A. Monetary Terms.

The Settlement provides for a non-reversionary Gross Settlement Amount of $225,000.00. (*Id.*, Exhibit 1 at Sec. 2.p.) Defendant agrees to pay the employer's share of payroll taxes separately. (*Id.*) This Settlement covers approximately 48 Class Members as of the mediation date. (*Id.*) With the Motion for Final Approval, to be filed in advance of the Final Approval hearing, Class Counsel will seek fees of no more than 35% of the Gross Settlement Amount, or $78,750.00, and actual costs not to exceed $11,732.99. (*Id.* at Sec. 2.e, 2.k.) The Settlement also sets aside $4,500 for the estimated costs of settlement administration; $10,000.00 to Plaintiff for her service to the Class, and $10,000.00 for PAGA penalties. (*Id.*, Sec. 2.o, 2.y, 2.aa)

Defendant will fund the Gross Settlement Amount within 60 calendar days after the Effective Date. (*Id.*, Exhibit 1 at Sec. 28.a.) The payment will be used to pay 100% of the Settlement Awards to Participating Individuals, the Service Award, the PAGA payment, the Class

Counsel Fees and Costs Payment, and the Settlement Administration Costs. (*Id*., Exhibit 1 at Sec. 29.)

B. Settlement Awards for Eligible Class Members.

The estimated Net Settlement Amount available to Class Members totals $110,017.01 and Net PAGA Amount of $3,500.00[5] (for a total of $113,517.01). (*See* Hogg Decl. at ¶¶ 31–40.) The Net Settlement Amount is to be allocated among and paid to Participating Individuals (i.e., those Class Members who do not opt out of the Settlement) proportionally based on the number of workweeks that they worked for Defendant as a percentage of the total workweeks worked by all Participating Individuals. (*Id*., Exhibit 1 at Sec. 34.a.) Aggrieved Employees will receive a pro rata share of the Net PAGA Amount of $3,500.00. (*Id*., Exhibit 1 at Sec. 34.b.) Aggrieved Employees will receive this amount in addition to their Individual Settlement Payment if they do not opt out. If an Aggrieved Employee does opt out, they will still receive their pro rata share of the Net PAGA Amount and still be subject to the PAGA Release. Participating Individuals are not required to submit an opt-in or claim form in order to receive payment under the Settlement. (*See* Hogg Decl. at ¶ 31.)

Any funds from uncashed checks will be deposited into the California Unclaimed Property Fund (or the for the unclaimed property fund for the state of residence for the Participating Individual's last-known residential address) in the name of the Participating Individual who did not cash or negotiate their settlement check within the check-cashing period. (*Id*., Exhibit 1 at Sec. 42.)

C. Settlement Administration.

The Parties selected Phoenix Class Action Administration Solutions ("Phoenix") as the Settlement Administrator. (*Id*., Exhibit 1 at Sec. 2.z.) Phoenix will satisfy due process requirements in notifying Class Members of the settlement and distributing Settlement awards according to the Settlement. (*See* Hogg Decl. at ¶ 42; *see infra,* Section 6.) If the Settlement is finally approved, Phoenix will administer payments to the Participating Individuals and Aggrieved Employees,

[5] *I.e*., 35% of the total $10,000.00 PAGA payment to be allocated to the Aggrieved Employees. The remaining 65% of the total PAGA payment, or $6,500.00, is to be remitted to the State of California LWDA pursuant to PAGA.

including calculation of payroll taxes and preparation of tax reporting documents. (*Id*. at ¶¶ 42–52.)

4. Class Action Settlement Approval Procedure

A class action may not be dismissed, compromised, or settled without the approval of the court.[6] California Rule of Court 3.769 describes three distinct steps for approval of class action settlements by California courts: (1) preliminary approval of the proposed settlement after submission of a written motion for preliminary approval, the proposed class action settlement, and the proposed Class Notice; (2) mailing of notice of the settlement to all affected Members of the Settlement Class; and (3) a final settlement approval hearing at which Members of the Settlement Class may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement is presented.[7]

With this Motion, the Parties request the Court take the first step and grant preliminary approval of the settlement. A preliminary review of the Settlement reveals the fairness of its terms. (*See* Hogg Decl. at ¶ 53.) The Settlement proposed herein is based on arm's-length negotiations that were guided by Class Counsel's investigation and the evaluation of informal discovery. (*Id.* at ¶¶ 10–30.) The negotiations included extensive communications between Class Counsel and counsel for Defendant and a mediation supervised by an experienced and respected mediator. (*Id.*) The proposed Settlement provides substantial monetary recovery for the Settlement Class, and it satisfies all of the required due process protections. (*Id*. at ¶ 31–40) Thus, the proposed Settlement is fair, reasonable, and adequate, and Plaintiff therefore requests that this Court grant preliminary approval.

A. Preliminary Approval of the Settlement is Appropriate.

The decision to approve or reject a proposed settlement is committed to a court's broad

[6] *See* California Civil Code § 1781(f); California Rule of Court 3.769; *see also* Federal Rule of Civil Procedure 23(e). The California Supreme Court has authorized and urged California's trial courts to use Federal Rule of Civil Procedure Rule 23 and federal case law for guidance in class action issues. (*Green v. Obledo* (1981) 29 Cal.3d 126, 145–146.)

[7] This procedure is similar to the procedure and criteria for approval of class actions under federal law and is also endorsed by the nation's leading class action commentator, Professor Herbert Newberg. (*See Newberg on Class Actions*, § 11:24 (4th Ed. 2002); *Manual for Complex Litigation*, §21:63 (4th Ed. 2006).)

discretion. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 234–235.) To grant preliminary approval of a class action settlement, courts need find only that the settlement falls within the range of possible final approval, also described as "the range of reasonableness." (*See, e.g.*, *North County Contractor's Assn., Inc. v. Touchstone Ins. Svcs.* (1994) 27 Cal. App. 4th 1085, 1089–1090; *see also Newberg on Class Actions* at §11:25.)

To make this determination, courts must consider several relevant factors, including "the strength of [the] plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel." (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801.) "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." (*Wershba, supra*, 91 Cal. App. 4th at p. 245.)

i. The Settlement is fair, reasonable, and adequate.

Courts make an initial evaluation of the fairness, reasonableness, and adequacy of the proposed settlement on the basis of information already known, supplemented as necessary by briefs, motions, or information presented by the settling parties. (*See Manual for Complex Litigation* at § 21:632.) Courts must ensure that "the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027.) A presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk, supra*, 48 Cal. App. 4th at p. 1802.) The first three of these conditions are satisfied here, and Plaintiff expects that the fourth condition will also be satisfied. (*See* Hogg Decl. at ¶ 44.)

A preliminary review of the Settlement reveals the fairness of its terms. (*Id*. at ¶ 64.) The estimated amount available to Settlement Class Members includes the Net Settlement Amount

($110,017.01) and Net PAGA Amount ($3,500.00) (for a total of $113,517.01), derived from a Gross Settlement Amount of $225,000.00, will result in fair and just relief to all Members of the Settlement Class. This amount will be available to the approximately 48 Class Members, exclusive of attorneys' fees and costs, administrative costs and other expenses, payment to the LWDA, and the service award. This Net Settlement Amount, and the Net PAGA Settlement, provides an estimated average recovery of $2,365 per Participating Individual, assuming full participation of all Class Members. (*Id.* at ¶ 40.) Considering the difficulty and risks presented by continuing this litigation, the result is within the reasonable standard. (*Id.*)

ii. The Settlement was reached after extensive investigation, discovery, and analysis of the class and representative claims.

California courts recognize that "a presumption of fairness exists where … [a] settlement is reached through arm's-length bargaining." (*Wershba, supra*, 91 Cal. App. 4th at p. 245.) Preliminary approval is warranted where the Court is provided sufficient information regarding the discovery process and facts developed (*see Kullar v. Foot Locker Retail Inc.* (2008) 168 Cal. App. 4th 116, 129–131), so that the Court may form "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." (*Clark v. Am. Residential Servs. LLC* (2009) 175 Cal. App. 4th 785, 801.)

The Settlement was agreed upon following an extensive review of the facts and law in this case. (Hogg Decl. at ¶¶ 10–30.; *Kullar, supra*, 68 Cal. App. 4th at pgs. 129–131.) Class Counsel investigated applicable law and facts in this case and extensively analyzed the potential damages that might be recovered following the exchange of documents and information. (Hogg Decl. at ¶¶ 10 – 30.) Defendant provided informal discovery of timekeeping and payroll records for 48 class members, and Defendant's general policies and other information necessary for a damages analysis. (*Id.*) Plaintiff used this information to perform a careful and extensive analysis of the effects of Defendant's compensation policies and practices on Class Members' pay. (*Id.*)

iii. Litigation of this action would be expensive, time-consuming, and would involve substantial risk.

Absent this settlement, it is estimated that Class Counsel's fees and costs would far exceed $300,000.00 to pursue these claims on behalf of Class Members. (*Id.* at ¶ 76.) Litigating the class and representative claims in this action would require substantial discovery including the depositions of current and former employees and experts, and consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. (*Id.*)

In contrast, the Settlement will yield a prompt, certain, and substantial recovery for Participating Individuals. (*Id.* at ¶ 66–84.) Such a result will benefit the Parties and the court system. (*Id.*) The proposed $225,000.00 Settlement achieves a just and beneficial result. (*Id.*) In light of the challenges that Plaintiff would likely face, the proposed Settlement is extremely reasonable. (*Id.*)

iv. Defendant would continue to contest liability on all issues.

The reasonableness of the Settlement is further underscored by the fact that Defendant has legal and factual grounds available to defend this action. (*Id.*) Defendant posits that this case is not suitable for class treatment, that they fully complied with their obligations under the Labor Code, and that Plaintiff and the Class are not entitled to damages, penalties, or other relief sought. (*Id.*) These defenses must be accounted for in considering the reasonableness of the Settlement.

v. Additional risks Plaintiff considered.

Plaintiff would face significant risks if the litigation were to proceed to trial. (*Id.*) Plaintiff would need to establish class-wide liability, and prove up various issues regarding damages and penalties. (*Id.*) Efforts would likely take over a year, and would necessitate significant additional litigation. (*Id.*) Additionally, Plaintiff's derivative claims for waiting time penalties and non-compliant wage statements rise and fall with Plaintiff's other claims. (*Id.*) While Plaintiff believes that she would prevail on these issues, Plaintiff recognizes the risk that a class may not be certified as to many of her claims and that a fact finder may find for Defendant on one or more of these issues and may find damages to be significantly less than what Plaintiff claims. (*Id.*)

Defendant, represented by experienced employment lawyers, raised the above arguments, and more, in mediation and would have done so in continued litigation. (*Id.*) Despite Plaintiff's confidence in his ability to prove her claims on a Class-wide basis and certify a class, any of the defenses, if decided in favor of Defendant, or if any of the claims are not certified on a class basis, could have reduced or even eliminated any potential damages award. (*Id.*)

vi. Class Counsel are experienced class action litigators.

Class Counsel are experienced and respected class action litigators. (*See id*. at ¶¶ 5–6.) Based on Class Counsel's knowledge and expertise in this area of law, Class Counsel believes this Settlement will provide a substantial benefit to the Class Members. (*Id*. at ¶ 80.)

vii. The proposed Settlement is well within the range of reasonableness.

This is a recovery that easily falls within the range of reasonableness. (*Kullar, supra*, 168 Cal. App. 4th at p. 133, citing *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499–500 ["the court must at least satisfy itself that the class settlement is within the "ballpark" of reasonableness"].) The Settlement calls for Net Settlement Amount of approximately $110,017.01 for all Class Members.[8] (Hogg Decl. at ¶¶ 31–46.) This amount will be available to the approximately 48 Class Members, exclusive of attorneys' fees and costs, administrative costs and other expenses, and the service award. (*Id*.) This amount, together with the Net PAGA Amount, provides an estimated average recovery of $2,36 per Participating Individual assuming 100% participation in the Settlement. (*Id.*)

The Settlement represents 20.84% of the estimated potential exposure based on information currently known. (*Id.*) To estimate damages, Class Counsel ran a damages analysis assuming: based on its discovery analysis, that Plaintiff can certify the class on all of her claims and that Plaintiff and the Class fully prevail on all causes of action and can prove 2 hours of unpaid work per shift for travel time (47% of which incurred unpaid overtime), 2 missed meal breaks per

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[8] Separately, Aggrieved Employees will also receive a *pro rata* share of the Net PAGA Amount of $3,500.00. (*Id*., Exhibit 1 at Sec. 34.b.)

week, and 5 missed rest periods per week for each Class Member for all shifts. (*Id.*)[9] Class Counsel determined Defendant's exposure was approximately $1,079,451 based on information currently known. (*Id.*)

A recovery of approximately 20.84% of the total estimated exposure easily falls within the range of reasonableness. (*See In Re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 459 ["'It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.'" (citation omitted)]; *see also, e.g., Viceral v. Mistras Grp., Inc.* (N.D. Cal. Oct. 11, 2016) No. 15-cv-02198-EMC, 2016 WL 5907869, at *7 [approving wage and hour settlement representing 8.1% of the total verdict value]; *Stovall-Gusman v. W.W. Granger, Inc.* (N.D. Cal. June 17, 2015) No. 13-cv-02540-HSG, 2015 WL 3776765, at *4 ["10% gross and 7.3% net figures are 'within the range of reasonableness'"]; *Balderas v. Massage Envy Franchising, LLP* (N.D. Cal. July 21, 2014) No. 12-cv-06327 NC, 2014 WL 3610945, at *5 [gross settlement amount of 8% of maximum recovery and net settlement amount of 5% was reasonable]; *Ma v. Covidien Holding, Inc.* (C.D. Cal. Jan. 31, 2014) No. SACV 12-02161-DOC (RNBx), 2014 WL 360196, at *4-5 [9.1% of "the total value of the action" is within the range of reasonableness]; *Bellinghausen v. Tractor Supply Co*. (N.D. Cal. 2015) 306 F.R.D. 245, 256 [wage and hour class settlements are considered fair where the settlement fund represents between 9% and 27% of the total potential recovery]; Hogg Decl. at ¶¶ 38, 66–84.)

viii. The Service Awards Is Reasonable.

Courts award service payments to advance public policy by encouraging individuals to come forward and perform their civic duty in protecting the rights of the class, as well as to compensate class representatives for their time, effort, inconvenience, and for any expense or risk incurred. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 412.)

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[9] To estimate the back-wage damages, premium rate penalties, and waiting time penalties, Plaintiff used the actual hourly rates of pay for each class member as provided by Defendant, and presumed an average of eight hours per day, one 30-minute meal break per shift, two rest periods per shift, three-and-one-half shifts per week, and a total of 30 hours worked per week for each class member. From those presumptions, Plaintiff utilized an average of 15 minutes of off-the-clock work per shift for post-shift activities. (*Id.*)

The unopposed payment to Plaintiff in the amount of $10,000.00 is reasonable in light of the efforts she made and the risks she took in bringing this issue to her former employer's attention, assisting with pre-litigation investigation and settlement efforts, and filing this action to obtain this $225,000.00 Settlement. (Hogg Decl. at ¶¶ 85–88; Declaration of Yajaira Segura.) Plaintiff has committed her time to this case and assumed significant risk to obtain the result. (*Id*.; Segura Decl.) Throughout this litigation, Plaintiff worked with counsel and assisted in the development of the case. (*Id*.; Segura Decl.) She produced documents relied upon by Class Counsel in mediation, answered Class Counsel's questions in developing its position for mediation, took part in the Settlement decision, agreed to a broader release, and remained apprised of the case at all times. (*Id*.) Due to Plaintiff's efforts and her willingness to step forward, the Class Members will receive significant recoveries if the Settlement is approved. (*Id*.; Segura Decl.) If she did not serve as Plaintiff and Class Representative, the matter may never have been brought. (*Id*.; Segura Decl) The Class would not get any recovery and Defendant's alleged conduct would have gone unchecked. (*Id*.; Segura Decl)

ix. The Proposed Payment of Attorneys' Fees and Costs Is Reasonable and Should Be Preliminarily Approved.

Plaintiff seeks reasonable attorneys' fees and expenses from the $225,000.00 Gross Settlement Amount. (*Id*. at ¶¶ 89–93.) Under the terms of the Settlement, Class Counsel may seek an award of up to 35% of the Gross Settlement Amount, or $78,750.00. (*Id.*) The requested attorneys' fees are a reasonable "multiplier" of Class Counsel's lodestar amount. (*Id.*) This amount would only increase with preparation and attendance at the preliminary and final approval hearings and Settlement administration and oversight. (*Id.*)

In this case, there was no guarantee of compensation or reimbursement. (*Id.*) Rather, Class Counsel have undertaken all the risks of this litigation on a completely contingent basis. (*Id.*) The inherent risk of proving liability and damages on a Class-wide basis and Defendant's representation by skillful counsel confront Class Counsel with the prospect of recovering nothing or close to nothing for their commitment to and investment in the case. (*Id.*) Nevertheless, Plaintiff and Class Counsel have committed themselves to developing and pressing Plaintiff's legal claims to enforce the employees' rights and maximize the Class recovery. (*Id.*) This commitment and the risks involved are precisely the reasons for multipliers in contingency fee cases.[10] (*Id.*) As Class Members will receive a significant payment if the Settlement is approved, Class Counsel seek a reasonable fee award for their efforts and the risk they have assumed. (*Id.*)

Class Counsel's requested fee is well within the range customarily approved by California and federal courts in comparable class actions. (*See, e.g., Wilson v. Metals USA, Inc.* (E.D. Cal. Feb. 11, 2021) No. 2:12-CV-00568-KJM-DB, 2021 WL 516585, at *5-8 [awarding attorneys' fees of 34.9% of $2.8 million class settlement]; *Harper v. DGA, Inc. dba Pro- Form Laboratories* (Solano Cnty. Sup. Ct., Jan. 2024) Case No. FCS051001 [approving 35% attorneys' fees in class settlement]; *Garcia v. Clinicas De Sauld Del Pueblo, Inc.* (Riverside Cnty. Sup. Ct., Nov. 2023), Case No. RIC1905175 [approving 35% fee in class settlement]; *Abzug v. Kerkorian* (L.A. Sup. Ct., Nov. 1990) CA-000981 [approving 45% fee of $35 million class action settlement]; *Haitz v. Meyer, et al.* (Alameda Sup. Ct., Aug. 20, 1990) No. 572968-3 [45% fee award]; *Steiner v. Whittacker Corp.* (L.A. Sup. Ct., Mar. 13, 1989) CA 000817 (Reporter's Transcript) [awarding fee of 35% of a $17.75 million recovery in a securities class action].)

Further, reasonable litigation expenses are ordinarily included in an award of attorneys' fees pursuant to California wage and hour law. Class Counsel's litigation costs to date total $11,732.99. (Hogg Decl. at ¶¶ 89–93.) All expenses were reasonable and necessary to the prosecution of the action, and are customarily billed to fee-paying clients. (*Id*.) Class Counsel's efforts resulted in an excellent settlement, and the requested fee award is within the presumptively reasonable percentages for common fund cases like this one. (*Id*.) The fee and costs award should be preliminarily approved as fair and reasonable. (*Id*.)

[10] *See* Posner, Economic Analysis of the Law, 534, 567 (4th ed. 1992) ("A contingent fee must be higher than a fee for the same legal services paid as they are performed… because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans").

5. The Court Should Certify the Proposed Settlement Class for Settlement Purposes.

This Court should certify the proposed Settlement Class pursuant to California Code of Civil Procedure § 382. California has a strong public policy in favor of broad enforcement of wage and hour laws for the benefit of workers and in favor of using the class action device. (*Sav-on Drug Stores, Inc. v. Superior Court* (2004) 34 Cal. 4th 319, 340.) The party seeking certification has the burden to establish the existence of both an ascertainable class and a well-defined community of interest among class members. (*Id.* at p. 326 [citations omitted].) The 'community of interest' has three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Id.*)

The benefits and efficiencies of this proposed Settlement, when compared to continued litigation on either a class basis or through multiple individual suits, justifies certification of the Settlement Class. (Hogg Decl. at ¶ 81.) The Settlement proposes a Class, defined as the approximately 48 current and former hourly-paid, non-exempt employees of Defendant who worked in California at any time from December 10, 2021 through the date of Preliminary Approval. (*Id.* at ¶ 41.) Applying the standards outlined herein, the Court should certify the proposed Settlement Class.

A. Ascertainability and Numerosity Requirements are Satisfied for Settlement.

In determining whether a class is "ascertainable," courts "examine the class definition, the size of the class, and the means of identifying the class members." (*Reyes v. Board of Supervisors,* (1987) 196 Cal. App. 3d 1263, 1274-75.) Plaintiff defined the Class according to objective criteria. The Members are easily identifiable and can be easily located. (Hogg Decl. at ¶ 54.) Plaintiff satisfies the numerosity element as well with approximately 48 Class Members. (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 934; *Collins v. Rocha* (1972) 7 Cal.3d 232, 238; Hogg Decl. at ¶ 54.)

B. Common Questions of Law and Fact Predominate in this Action for Settlement Purposes.

"[T]he focus in a certification dispute is on what type of questions – common or individual – are likely to arise in the action[.]" (*Sav-on, supra,* 34 Cal.4th at 327.) The California Supreme Court has expressly held that predominance does not require that all questions of law and fact be uniform for all class members. (*Id.* at p. 338.) Here, Defendant's class-wide policies and procedures raise common issues of law and fact that are applicable to the claims of Plaintiff and Class Members for settlement purposes. (Hogg Decl. at ¶ 54–65.) Where, as in this case, uniform policies and procedures apply on a class-wide basis, "the legal question to be resolved is not an individual one. To the contrary, the common legal question remains the overall impact of [Defendant's] policies on its [employees] …." (*Jaimez v. Daiohs USA, Inc.* (2010) 181 Cal. App. 4th 1286, 1299.) Plaintiff alleges that Defendant has uniform timekeeping, payroll, compensation, meal and rest period, overtime, and off-the-clock/travel time policies and practices applicable to all non-exempt hourly employees. (Hogg Decl. at ¶ 54–65.)

There are common factual issues that apply to the Class, such as Defendant's alleged failures to pay for all hours worked, schedules that prevented Class Members from receiving uninterrupted meal and rest breaks, and Defendant's requirement that Class Members be on-duty during breaks would provide evidence of unpaid wages, denied meal and rest breaks, and gratuity violations. (*Id*.) These standardized policies and procedures are dictated by Defendant and apply to all Class Members. (*Id*.)

C. The Typicality Requirement is Satisfied for Settlement Purposes.

Plaintiff also must establish that he is a typical member of the Class he seeks to represent. (*Chern v. Bank of America* (1976) 15 Cal.3d 866, 874.) A representative plaintiff's claims are "typical" if they arise from the same event, practice, or course of conduct that gives rise to the claims of the other class members and if their claims are based on the same legal theory. (*Classen v. Weller* (1983) 145 Cal. App. 3d 27, 46-47.) The typicality requirement is not onerous and does not require the claims to be identical. (*Id.*)

Here, Plaintiff, like other Class Members, was subject to the policies and practices that form the basis of the claims asserted. (Hogg Decl. at ¶ 54–65.) Plaintiff claims she was denied meal and rest breaks, compensation for all hours worked (including overtime for such hours), accurate itemized wage statements, and all wages owed upon separation of employment. (*Id.*) Like Plaintiff, the Class Members were subjected to the same allegedly illegal policies and practices to which Plaintiff was subjected and the Class claims are based on the same legal theory. (*Id.*) Accordingly, Plaintiff is a member of the Settlement Class she seeks to represent, and her claims are "typical" of those asserted by other Class Members. (*Id.*)

D. The Adequacy Requirement is Satisfied for Settlement Purposes.

A plaintiff is an adequate class representative if his or her claims are not inconsistent with or antagonistic to the claims of the class members. (*See Johnson v. GlaxoSmithKline, Inc.* (2008) 166 Cal. App. 4th 1497, 1509.) Here, there is no conflict between Plaintiff and the Class. (Hogg Decl. at ¶ 54–65.) Plaintiff's claims are in line with those of the Class, and Plaintiff has prosecuted this case with the interests of the Class in mind. (*Id.*) Plaintiff has selected counsel with extensive experience in class action and employment litigation, including wage and hour class actions, who do not have any conflict with the Class. (*Id.*) As such, Plaintiff is an adequate class representative, and Laurel Employment Law is appropriate Class Counsel. (*Id.*)

6. The Proposed Noticed Provides Adequate Notice to the Class.

"Adequate notice is critical to court approval of a class settlement under Rule 23(e)." (*Hanlon, supra*, 150 F.3d at p. 1025.) Class notice "is satisfactory if it 'generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.'" (*Churchill Village LLC v. General Electric* (9th Cir. 2004) 361 F.3d 566, 575.)

All Class Members will be identified, and the Notice of Settlement will be mailed directly to each Class Member. (Hogg Decl. at ¶ 94–105.) Prior to the mailing, the Settlement Administrator will check the addresses provided by Defendant through the National Change of Address System, if necessary. (*Id.*) If a Notice is returned as undeliverable, the Settlement

Administrator will perform a skip trace and resend the notice. (*Id.*)

The proposed Notice is clear and straightforward, and provides information on the case, the meaning and nature of the proposed Settlement, its terms and provisions, the rights of the Class Members to participate, opt out, and object, the monetary awards that the Settlement will provide to Participating Individuals, the Class release, the PAGA release, the date, time, and location of the Final Approval hearing, and contact information for Class Counsel. (*Id.*) The Notice also fulfills the requirement of neutrality in class notices. (*See Newberg on Class Actions* at §§ 8:21; *Manual for Complex Litig.* at §§ 21:311 and 21:312; Hogg Decl. at ¶¶ 94–105.) Based on the foregoing, the Notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court. (Hogg Decl. at ¶¶ 94–105.)

7. The Proposed Implementation Schedule.

Plaintiff respectfully requests the Court approve the proposed implementation schedule for approval of the Settlement set forth in Plaintiff's Notice of Motion and Proposed Order.

8. Conclusion.

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion for Preliminary Approval and enter an Order consistent with the Proposed Order submitted herewith.

Dated: April 8, 2026

LAUREL EMPLOYMENT LAW

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