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Employees*

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,

Plaintiffs,

vs.

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

Defendant.

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

**PLAINTIFF'S NOTICE OF MOTION
AND UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA 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
Reservation No.: 74820193

Complaint Filed: Jan. 20, 2026
FAC Filed: Mar. 9, 2026
Trial Date: TBD

TO DEFENDANT, ITS ATTORNEYS OF RECORD, AND THE COURT: PLEASE
TAKE NOTICE that on June 18, 2026, at 8:30 A.M., or as soon thereafter as the matter may be
heard in Department CX105 of the Superior Court of California, County of Orange, located at
751 West Santa Ana Boulevard, Santa Ana, California 92701, the Honorable Melissa
McCormick presiding, Plaintiff Yajaira Segura, on behalf of herself and all others similarly
situated as well as on behalf of the State of California and Aggrieved Employees (“Plaintiff”),
will and hereby does move for an order:

1. Conditionally certifying for purposes of settlement only, the following Class: any
person who worked for Defendant in California as a non-exempt employee at any
time during the time period from December 10, 2021 through the date the Court
grants preliminary approval (the “Class”).
2. Granting preliminary approval of the Settlement based upon the terms set forth in the
Class and PAGA Action Settlement Agreement and Release (“Settlement”) filed
herewith as **Exhibit 1** to the Declaration of William Hogg;
3. Finding that the Settlement appears to be fair, adequate, and reasonable to the Class;
4. Setting a final fairness hearing on the question of whether the proposed Settlement,
attorneys’ fees to Class Counsel, and Service Award should be finally approved as
fair, reasonable, and adequate as to the members of the Class, in Department CX105
on the date and time set forth according to the implementation schedule in Paragraph
10 below;
5. Approving, as to form and content, the Notice of Settlement (“Notice”), in
substantially the form attached to the Settlement as **Exhibit A** to the Declaration of
William Hogg, and also approving the procedure for Class Members to participate in,
to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement,
Notice, and Request for Exclusion Form (attached as **Exhibit 2** to the Declaration of
William Hogg). Any Request for Exclusion From Class Form and Class Member
Objection Form shall be submitted to the Settlement Administrator rather than filed
with the Court. The Settlement Administrator shall file a declaration concurrently

- with the filing of any motion for final approval, authenticating a copy of every exclusion form and objection form received by the administrator;
6. Directing the mailing of the Notice, Request for Exclusion Form, and Class Member Objection Form by first class mail to the Class Members in accordance with the implementation schedule set forth below, and finding the dates selected for the mailing and distribution of the Notice, as set forth in the implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto;
7. Confirming Plaintiff Yajaira Segura as Class Representatives, and Laurel Employment Law APC as Class Counsel;
8. Confirming Phoenix Class Action Administration Solutions as the Settlement Administrator. It shall be responsibility of the Settlement Administrator to comply with the services required by the Settlement Agreement, including but not limited to, distributing the Notice of Settlement to Class Members via mail and email, calculating individual settlement payments, calculating all applicable payroll taxes, withholdings and deductions, and preparing and issue all disbursements to Class Members, the LWDA, the Class Representative, Class counsel, and applicable state, and federal tax authorities. The Settlement Administrator shall also give notice to any objecting party of any continuance of the hearing of the motion for final approval.; and
9. Ordering any person who timely and properly opts out of the settlement will not be bound by the Settlement Agreement, **except** with respect to the Released PAGA Claims, or have any right to object, appeal, or comment thereon. Any Request for Exclusion must be in writing and signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Notice. Class Members who have not requested exclusion by submitting a valid and timely opt out request, by the Response Deadline, shall be bound by all determinations of the Court,

the Settlement Agreement, and Judgment.

10. Ordering the following Implementation Schedule for further proceedings:

Preliminary Approval Granted	TBD
Class list provided to Settlement Administrator by Defendant	Ten (10) business days after preliminary approval of the Settlement is granted
Deadline for Settlement Administrator to mail and email the Notice	Ten (10) business days after the Settlement Administrator receives the Class List
“Notice Deadline:” Deadline to opt-out/object and/or to dispute the number of workweeks worked	Sixty (60) days after the Settlement Notice is initially mailed to the Settlement Class.
Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice to counsel of all Parties	Ten (10) business days after the Notice Deadline
Deadline to file Final Approval Motion	TBD
The Settlement Administrator shall file a declaration authenticating a copy of every exclusion form and objection form received by the administrator	Concurrent with filing of the Motion for Final Approval
Final Approval Hearing	At least thirty (30) days after the Notice Deadline
Effective Date	(i) if there is an objection(s) to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court’s Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such appeal(s) is dismissed or the Court’s Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court’s order granting Final Approval of the Settlement

Deadline for Defendant to pay \$225,000.00 to the Settlement Administrator's Qualified Settlement Fund from which the following payments will be made: Individual Settlement Payments to Participating Individuals, the Class Representative Payment, the PAGA Payment (to the LWDA and Aggrieved Employees), the Settlement Administrator Costs, and the Class Counsel Fees and Costs Payment, together with the applicable amount of the employer's share of payroll taxes	Ten (10) business days after the Effective Date
Deadline for the Settlement Administrator to mail or wire all required payments to the Named Plaintiff, the LWDA, to Class Counsel, to Participating Individuals, and to Aggrieved Employees	Thirty (30) business days after the Effective Date or as soon as reasonably practicable
Checks for the Individual Settlement Payments will become void and no longer available if not cashed	One hundred and eighty (180) days from the date of the checks' issuance
Funds from uncashed checks to be deposited into the California Unclaimed Property Fund for the benefit of participating settlement members who do not timely cash their settlement checks.	Twenty-one (21) days after the conclusion of the check-cashing period
Deadline for Plaintiff and Settlement Administrator to provide written certification of such completion to the Court, Class Counsel and Defendant's Counsel	Twenty-one (21) days after the distribution of remaining monies from uncashed checks

This Motion is based upon this Notice, the accompanying Memorandum of Points and Authorities, the Declaration of William Hogg in support thereof, along with the attached Settlement Agreement and exhibits thereto, the Declaration of Plaintiff Yajaira Segura in support thereof, the proposed Order submitted herewith, all other records, pleadings and papers filed in this action and upon such other documentary and oral evidence or argument as may be presented to the Court at the hearing of this Motion.

1 Dated: April 8, 2026

LAUREL EMPLOYMENT LAW

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4 Joshua I. White, Esq.

5 William M. Hogg, Esq.

6 *Attorneys for Yajaira Segura, the Hourly*
7 *Employees, the State of California, and*
8 *Aggrieved Employees*

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PROOF OF SERVICE

I, William Hogg, declare under penalty of perjury under the laws of the State of California that the following facts are true and correct:

I am a citizen of the United States, over the age of eighteen years, and not a party to the above-referenced matter. I am an attorney with the law firm of Laurel Employment Law, and my business address is 808 Wilshire Blvd., Ste. 200, Santa Monica, CA 90401. On April 8, 2026, I served the following document(s):

- NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT;
- MEMORANDUM OF POINTS AND AUTHORITIES;
- DECLARATION OF WILLIAM HOGG and EXHIBITS;
- DECLARATION OF YAJAIRA SEGURA; and
- [PROPOSED] ORDER

in the following manner:

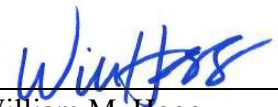
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Monica, California addressed as set forth below.
- ☐ by overnight mail by placing the document(s) listed above in a sealed overnight mail envelope with postage thereon fully prepared as set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☒ by e-mail or electronic transmission. Pursuant to Code of Civil Procedure § 1010.6, I caused the document(s) to be sent to the person(s) at the e-mail address(es) listed below.

Erin D. Leach (eleach@swlaw.com)
SNELL & WILMER LLP
600 Anton Blvd., Ste. 1400
Costa Mesa, CA 92626

Counsel for Defendant

I am readily familiar with my firm's practice for collection and processing of correspondence for mailing with the U.S. Postal Service/Express Mail, Federal Express, and other overnight mail services, to wit, that correspondence will be deposited with the U.S. Postal Service/overnight mail this same day in the ordinary course of business.

Executed on April 8, 2026, at Santa Monica, California.



William M. Hogg