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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JESSICA FERNANDEZ, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

SUDDATH RELOCATION SYSTEMS
OF NORTHERN CALIFORNIA, INC., a
California corporation; SUDDATH VAN
LINES, INC., a Florida corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV421591
*Consolidated for Settlement Approval Purposes
with Case No. 23CV421589*

Honorable Theodore C. Zayner
Department 19

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

Date: December 17, 2025
Time: 1:30 PM
Department: 19

Complaint Filed: August 25, 2023
Trial Date: None Set

1 **TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL**
2 **OF RECORD:**

3 **PLEASE TAKE NOTICE** that on December 17, 2025 at 1:30 PM, or as soon thereafter
4 as the matter may be heard before the Honorable Theodore C. Zayner in Department 19 of the
5 Superior Court of the State of California, for the County of Santa Clara, 191 N. 1st Street, San
6 Jose, California 95113, Plaintiff Jessica Fernandez (“Plaintiff”) will, and hereby does, move for
7 an order:

- 8 • Granting preliminary approval of the proposed class action settlement described herein
9 and as set forth in the parties’ Joint Stipulation of Class Action and PAGA Settlement
10 and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as
11 “**EXHIBIT 1**” to the Declaration of Charles T. Sweeny in Support of Plaintiff’s Motion
12 for Preliminary Approval of Class Action and PAGA Settlement;
- 13 • Certifying the proposed Class for settlement purposes;
- 14 • Appointing Jessica Fernandez as Class Representative;
- 15 • Appointing Charles T. Sweeny of Sweeny Law, PC, and Joanna Ghosh, Vartan
16 Madoyan, and Scarlet Tunney of Lawyers *for* Justice, PC as Class Counsel;
- 17 • Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached
18 as “**EXHIBIT A**” to the [Proposed] Order Granting Preliminary Approval of Class
19 Action and PAGA Settlement, and directing the mailing thereof in accordance with
20 the Settlement Agreement;
- 21 • Approving Simpluris, Inc., as the Settlement Administrator; and
- 22 • Scheduling a hearing to consider final approval of the Settlement.

23 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require
24 approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows
25 the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend
26 the page limit for memoranda.

27 This motion is based upon the following memorandum of points and authorities; the
28 Settlement Agreement; the Declarations of Proposed Class Counsel (Charles T. Sweeny and

1 Vartan Madoyan) and Proposed Class Representative (Jessica Fernandez) in support thereof; as
2 well as the pleadings and other records on file with the Court in this matter, and such evidence and
3 oral argument as may be presented at the hearing on this motion.

4 Dated: October 10, 2025

SWEENEY LAW, PC

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6 By: 
7 Charles T. Sweeney
8 *Counsel for Plaintiff*
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Plaintiff Jessica Fernandez (“Plaintiff” or “Class Representative”) seeks preliminary
4 approval of the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,”
5 “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and
6 on behalf of all others similarly situated and other aggrieved employees, on the one hand, and
7 Defendants Suddath Relocation Systems of Northern California, Inc. and Suddath Van Lines, Inc.
8 (“Defendants”), on the other hand. Subject to approval by the Court, Plaintiff and Defendants
9 (together, the “Parties”) have agreed to settle the lawsuit for a Gross Settlement Amount of
10 \$475,000.00.¹

11 Plaintiff also seeks to provisionally certify the following Class for settlement purposes,
12 which Defendants do not oppose: all current or former non-exempt employees employed by
13 Defendant Suddath Van Lines, Inc.² in California at any time during the Class Period (“Class” or
14 “Class Members”).³ Class Members who do not submit a timely and valid Request for Exclusion
15 from the Class Settlement (“Settlement Class Member”) will receive a *pro rata* share of the Net
16 Settlement Amount (“Individual Settlement Share”). The net payment of each Settlement Class
17 Member’s Individual Settlement Share (“Individual Settlement Payment”) will be distributed to
18 Settlement Class Members on a *pro rata* basis based upon the number of weeks each Class Member
19 was employed by Defendants as a non-exempt employee in California for at least one day during
20 the Class Period pursuant to time records (“Workweeks”).⁴

21 The Settlement, upon final approval by the Court and funding of the Gross Settlement
22

23 ¹ Settlement Agreement, attached as **Exhibit 1** to Declaration of Charles T. Sweeny (“Sweeny Decl.”), ¶ 7(q) and 36.
24 Defendant represented that there were 21,000 Workweeks during the period from August 25, 2019 through March 13,
25 2024. If it is determined that the total number of Workweeks during the Class Period exceed 21,000 by more than ten
percent (10%) (i.e., exceeds 23,100), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to
the percentage increase in the number of Workweeks above 23,100 Workweeks (e.g., if the threshold of 23,100
Workweeks is exceeded by 1%, the Gross Settlement Amount will increase by 1%).

26 ² See, Sweeny Decl., ¶ 30, **Exhibit 2**, which is the Declaration of Michelle Beiter, Defendants’ “Chief People Officer.”
27 Ms. Beiter attests that, during the Class Period, Defendant Suddath Relocation Systems of Northern California, Inc.
had no non-exempt employees on its payroll in the State of California.

28 ³ “Class Period” is defined as the time period from August 25, 2019 to May 31, 2024. See Settlement Agreement, ¶
7(f).

⁴ Settlement Agreement, ¶¶ 19, 20, 39 and 40.

Amount, will operate to resolve the Released Class Claims of Settlement Class Members and the Released PAGA Claims of the PAGA Employees and the State of California.⁵

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants provide professional residential and commercial services. Defendants' services include local, long-distance, international, and special moves, along with packing, unpacking, storage, and employee relocation. Plaintiff is one of Suddath Van Lines, Inc.'s former employees.⁶

On June 20, 2023, Plaintiff provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendants of her intent to pursue civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") for Defendants' alleged violations of the California Labor Code ("PAGA Notice").⁷

On August 25, 2023, Plaintiff filed a Class Action Complaint for Damages in the Superior Court for the County of Santa Clara under Case Number 23CV421591, thereby commencing the above-captioned lawsuit (the "Class Action").⁸

On August 25, 2023, Plaintiff also filed a separate Complaint for Enforcement under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Superior Court for the County of Santa Clara under Case Number 23CV421589 (the "PAGA Action").⁹

On August 5, 2024, each separately named Defendant filed an Answer to Plaintiff's Class Action Complaint for Damages.¹⁰

Plaintiff's core allegations are that Defendants violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and PAGA Employees of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages

⁵ Settlement Agreement, at ¶ 7(ee), for the full scope of the "Released Class Claims;" *See id.*, at ¶ 7(ff), for the full scope of the "Released PAGA Claims" and *id.* at ¶ 7(gg) for the full scope of the "Released Parties."

⁶ *See, supra*, fn. 2.

⁷ Sweeny Decl. ¶ 2.

⁸ Sweeny Decl. ¶ 3.

⁹ Sweeny Decl. ¶ 4.

¹⁰ Sweeny Decl. ¶ 5.

1 during employment and upon termination of employment, failing to provide compliant wage
2 statements, failing to maintain requisite payroll records, and failing to reimburse necessary
3 business expenses, and thereby engaged in unfair business practices in violation of California
4 Business and Professions Code section 17200, et seq. and conduct that gives rise to penalties
5 pursuant to PAGA. Plaintiff contends that she, and the Class Members, are entitled to, *inter alia*,
6 unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys'
7 fees and costs.¹¹

8 The Parties have actively litigated the Action since it commenced on August 25, 2023. On
9 March 13, 2024, the Parties participated in arm's-length and informed negotiations with Mediator
10 Monique Ngo-Bonnici, Esq. ("Mediator"), a respected mediator of complex wage and hour
11 actions. With the aid of the Mediator's evaluation, the Parties ultimately reached the Settlement
12 described herein to resolve the Actions in their entirety.¹²

13 On May 7, 2025, the Court granted the Parties' stipulation to consolidate the Class Action
14 and PAGA Action for purposes of settlement approval and ordered the Class Action and PAGA
15 Action consolidated (together, hereinafter referred to as the "Actions"), deeming the Class Action
16 as the lead case.¹³

17 **III. SUMMARY OF THE SETTLEMENT TERMS**

18 Under the terms of the Settlement, Defendants will pay a Gross Settlement Amount of
19 \$475,000.00 to resolve the Actions.¹⁴ Subject to approval by the Court, the Net Settlement Amount
20 will be calculated by deducting the following amounts from the Gross Settlement Amount: (1)
21 attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$166,250.00,
22 if the Gross Settlement Amount remains \$475,000.00) and litigation costs and expenses in an
23 amount not to exceed \$15,000.00 ("Attorneys' Fees and Costs") to Class Counsel; (2) payment in
24 the amount of up to \$10,000.00 to Plaintiff ("Enhancement Payment"); (3) all reasonable
25 Settlement Administration Costs, which are currently estimated not to exceed \$7,500.00 to the
26

27 ¹¹ Sweeny Decl. ¶ 6.

28 ¹² Sweeny Decl. ¶ 7.

¹³ Sweeny Decl. ¶ 8.

¹⁴ Settlement Agreement, at ¶ 7(q).

1 Settlement Administrator (“Settlement Administration Costs”); and (4) PAGA Amount of
2 \$50,000.00 (“PAGA Amount”).¹⁵ The Parties have agreed to retain Simpluris, Inc., (“Simpluris”
3 or “Settlement Administrator”) to handle the notice and settlement administration process.¹⁶

4 The Parties have agreed that the Settlement Administrator will determine each Settlement
5 Class Member’s share of the available Net Settlement Amount (“Individual Settlement Share”), in
6 accordance with the Settlement Agreement on a *pro rata* per Workweek basis, which will be
7 adjusted after Final Approval to reflect the total Workweeks worked by the Settlement Class
8 Members.¹⁷ The Parties have agreed that the Settlement Administrator will determine each PAGA
9 Employees’ share of the 25% share of the PAGA Amount, in accordance with the Settlement
10 Agreement on a *pro rata* per Workweek basis.¹⁸

11 The Parties agree, for purposes of this Settlement, that Individual Settlement Shares will
12 be allocated 20% to wages subject to withholdings and 80% to penalties and interest.¹⁹ The
13 Settlement Administrator will withhold the employee’s share of taxes and withholdings with
14 respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement
15 Class Members for their Individual Settlement Payments. Individual PAGA Payments to PAGA
16 Employees will be allocated as 100% penalties and will not be subject to withholdings. Defendants
17 will provide the funds for any employer-side taxes related to the Individual Settlement Shares.²⁰

18 Individual Settlement Payment and Individual PAGA Payment checks shall remain valid
19 and negotiable for 180 calendar days from the date of their issuance, and thereafter, shall be
20 canceled.²¹ Thereafter, funds from uncashed Individual Settlement Payment and/or Individual
21 PAGA Payment checks shall be transmitted to the California State Controller’s Office for
22 Unclaimed Property in the name of each Class Member and/or PAGA Employee to whom the
23 checks were issued.²²

24
25 ¹⁵ Settlement Agreement, at ¶¶ 11-14.

26 ¹⁶ Settlement Agreement, at ¶ 7(jj).

27 ¹⁷ Settlement Agreement, at ¶ 15.

28 ¹⁸ Settlement Agreement, at ¶ 16.

¹⁹ Settlement Agreement, at ¶ 26.

²⁰ Settlement Agreement, at ¶ 26.

²¹ Settlement Agreement, at ¶ 21.

²² Settlement Agreement, at ¶ 21.

1 Any Class Member may request to be excluded from the Class Settlement by mailing a
2 Request for Exclusion postmarked on or before the date that is 45 calendar days from the date of
3 the initial mailing of the Class Notice by the Settlement Administrator (“Response Deadline”).²³
4 PAGA Employees shall be bound to the PAGA Settlement irrespective of whether they exercise
5 their option to opt out of the Class Settlement.²⁴

6 Only Class Members who have not submitted a Request for Exclusion (i.e., Settlement
7 Class Members) may object to the Class Settlement by submitting an Objection to the Settlement
8 Administrator prior to the Response Deadline or by presenting their objection orally at the Final
9 Approval Hearing, regardless of whether they submitted a written objection.²⁵

10 In order to dispute the number of Workweeks attributable to an individual Class Member
11 and/or PAGA Employee, that Class Member and/or PAGA Employee must submit a written letter
12 to the Settlement Administrator and include copies of any supporting evidence they may have.²⁶

13 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION**
14 **SETTLEMENTS**

15 The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.*
16 (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action
17 settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later
18 detailed review after the period during which notice is distributed to class members for their
19 comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002).
20 Preliminary approval of a settlement does not require a court to make a final determination that
21 the settlement is fair, reasonable, and adequate. Rather, that decision is made at the final approval
22 stage. Cal. R. Ct. 3.769(g).

23 In considering a potential class settlement, a court need not reach any ultimate conclusions
24 on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial
25 on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456;

27 ²³ Settlement Agreement, at ¶ 22.

28 ²⁴ Settlement Agreement, at ¶ 22.

²⁵ Settlement Agreement, at ¶ 23.

²⁶ Settlement Agreement, at ¶ 20(c).

1 *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir.
2 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant
3 provisional class certification and preliminary approval; the court may grant such relief upon an
4 informal application by the settling parties and may conduct any necessary hearing in court or in
5 chambers, at the court's discretion. *Newberg*, § 11.25.

6 The trial court has broad discretion to determine whether a proposed settlement is fair under
7 the circumstances of the case. *Dunk*, 48 Cal.App.4th at 1800. To make this fairness determination,
8 courts must consider several relevant factors, including “the strength of the Plaintiff’s case, the
9 risk, expense, complexity and likely duration of further litigation, the risk of maintaining class
10 action status through trial, the amount offered in settlement, the extent of discovery completed and
11 the stage of the proceedings, the experience and view of counsel, the presence of a governmental
12 participant, and the reaction of the class members to the proposed settlement.” *Dunk*, 48
13 Cal.App.4th at 1801. “The list of factors is not exclusive and the court is free to engage in a
14 balancing and weighing of the factors depending on the circumstances of each case.” *Wershba*, 91
15 Cal.App.4th at 245. Furthermore, courts must give “proper deference to the private consensual
16 decision of the parties.” *Hanlon*, 150 F.3d at 1027 (citation omitted).

17 The proponent of the settlement has the burden to show that it is fair and reasonable.
18 *Wershba*, 91 Cal.App.4th at 245. “A presumption of fairness exists where: (1) the settlement is
19 reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
20 counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4)
21 the percentage of objectors is small.” *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair*
22 *Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

23 A. **The Settlement Resulted from Arm’s-Length Negotiations Based Upon**
24 **Extensive Investigation and Discovery.**

25 The Parties have actively litigated the Actions since they commenced on August 25, 2023.
26 Both sides investigated the veracity, strength, and scope of the claims throughout the case, and
27 Class Counsel was actively preparing the matter for class certification and trial.²⁷

28 ²⁷ Sweeny Decl. ¶¶ 7, 21-29.

1 Class Counsel conducted significant investigation and informal discovery regarding the
2 facts of the case, including and not limited to, the exchange, review, and analysis of a large volume
3 of documents and data from Plaintiff, Defendants, and other sources.²⁸ The volume of data and
4 documents that Class Counsel reviewed and analyzed included and was not limited to: a sampling
5 of Class Members' time and payroll data, Plaintiff's personnel records, company policy
6 acknowledgements,, arbitration agreements, Defendants' operations and employment practice,
7 policies, and procedures, among other information and documents.²⁹ In addition, Class Counsel
8 has extensive experience in California wage-and-hour class actions.³⁰

9 The Parties engaged in extensive settlement negotiations and participated in a full-day
10 mediation, conducted by Monique Ngo-Bonnici, Esq., a well-respected mediator experienced in
11 mediating complex labor and employment matters.³¹ Prior to and during the mediation and
12 settlement discussions, the Parties exchanged extensive information and engaged in discussions
13 regarding their evaluations of the case and various aspects of the case, including but not limited
14 to, the risks and delays of further litigation, including the risks of proceeding with class
15 certification and/or representative adjudication; the law relating to off-the-clock theory, arbitration
16 agreements, regular rate, meal and rest periods, business expense reimbursements, PAGA
17 representative claims, and wage-and-hour enforcement; the evidence produced and analyzed; and
18 the possibility of appeals.³² During all settlement discussions, the Parties conducted their
19 negotiations at arm's length in an adversarial position.³³ Arriving at a settlement that was
20 acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at
21 certification and at trial.³⁴ After conducting investigations, informal discovery, extensive
22 settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that
23 the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims,
24

25 ²⁸ Sweeny Decl. ¶¶ 21-29.

26 ²⁹ Sweeny Decl. ¶¶ 21-29.

27 ³⁰ Declaration of Vartan Madoyan ("Madoyan Decl.") ¶¶ 2-6; Sweeny Decl. ¶¶ 16-20.

28 ³¹ Sweeny Decl. ¶ 7.

³² Sweeny Decl. ¶¶ 23-28.

³³ Sweeny Decl. ¶¶ 7, 23-28.

³⁴ Sweeny Decl. ¶¶ 7, 23-28.

as well as the costs and risks to both sides that would attend further litigation.³⁵

B. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement represents a fair, adequate, and reasonable resolution of the matter.³⁶ The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the informal exchange of information.³⁷ The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue. Moreover, considering all of the facts and circumstances of the case, the Settlement represents a fair, reasonable, and adequate recovery for the Class.³⁸

Assuming that the Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be \$226,250.00.³⁹ Additionally, 25% of the PAGA Amount (i.e., Individual PAGA Payment), which is \$12,500.00 out of \$50,000.00, will be distributed to the PAGA Employees. The entire Net Settlement Amount will be fully paid out to the Settlement Class Members, in accordance with the Settlement Agreement.

The amount of each Settlement Class Member's Individual Settlement Payment and each PAGA Employees' Individual PAGA Payment will be calculated based on his or her Workweeks during the Class Period and PAGA Period, respectively.⁴⁰ "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Workweeks actually worked for Defendant Suddath Van Lines, Inc. during the relevant period and should be approved.

³⁵ Sweeny Decl. ¶¶ 7, 23-28.

³⁶ Sweeny Decl. ¶¶ 26-28.

³⁷ Sweeny Decl. ¶¶ 23-28.

³⁸ Sweeny Decl. ¶¶ 23-28.

³⁹ Sweeny Decl. ¶ 10; this figure includes an all-in, capped quote from the Settlement Administrator that is \$7,000.00, even though the parties agreed that the Settlement Administrator "will be paid for the reasonable costs of administration." To the extent actual Settlement Administration Costs are greater than the estimated amount stated in the all-in quote, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court.

⁴⁰ Settlement Agreement, at ¶¶ 15 and 16.

1 In light of the foregoing considerations, Class Counsel believes that the Settlement as a
2 whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, PAGA
3 Employees, and the State of California.⁴¹ Although the recommendations of Class Counsel are not
4 conclusive, the Court can properly take the recommendations into account, particularly if Class
5 Counsel appears to be competent, and has experience with this type of litigation, and investigation
6 have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant
7 preliminary approval of the Settlement.

8 **C. The Settlement is Significant Valuable.**

9 Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties
10 conducted extensive informal discovery and exchanged a large volume of documents, data, and
11 information prior to mediation.⁴² The information that Class Counsel obtained from Plaintiff,
12 Defendants, and other sources allowed Class Counsel to develop valuation models in order to
13 evaluate the potential value and merit of the claims, and perform a complete evaluation of
14 Defendants defenses thereto.⁴³ As outlined in the Declaration of Charles T. Sweeny, Class Counsel
15 performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into
16 the Settlement.⁴⁴

17 **V. CERTIFICATION OF THE CLASS IS APPROPRIATE**

18 The requisites for establishing class certification are met, and the Parties have stipulated to
19 conditional certification of the Class for settlement purposes only.⁴⁵ California Code of Civil
20 Procedure Section 382 “authorizes class actions when the question is one of a common or general
21 interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them
22 all before the court.” *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.
23 California courts certify class actions where the Plaintiff identifies “both [1] an ascertainable class
24 and [2] a well-defined community of interest among class members.” *Id.*

25 ///

26 _____
27 ⁴¹ Sweeny Decl. ¶¶ 26-28.

28 ⁴² Sweeny Decl. ¶¶ 23-28.

⁴³ Sweeny Decl. ¶¶ 23-28.

⁴⁴ Sweeny Decl. ¶ 26(a)-(i).

⁴⁵ Settlement Agreement, at ¶ 8.

1 **A. 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 by
5 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; *see also Rose v. City of Hayward*
9 (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the
10 numerosity requirement as joinder is not practical at that point). The Class here is estimated to be
11 approximately 192 individuals, which is sufficiently numerous.⁴⁶ Further, all Class Members can
12 and will be identified by Defendant Suddath Van Lines, Inc. to the Settlement Administrator
13 through a review of its employment records regarding current or former non-exempt employees of
14 Defendant Suddath Van Lines, Inc. in California during the Class Period. As such, the Class is
15 ascertainable.

16 **B. The Class Members Share a Well-Defined Community of Interest.**

17 The community of interest requirement “embodies three factors: (1) predominant common
18 questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and
19 (3) Class Representative who can adequately represent the class.” *Sav-On, supra*, 34 Cal.4th at
20 326. “[T]he community of interest requirement for certification *does not mandate that class*
21 *members have uniform or identical claims.*” *Capitol People First v. Dep’t of Developmental*
22 *Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the
23 Defendant’s internal policies and “pattern and practice . . . in order to assess whether that common
24 behavior toward similarly situated Plaintiff renders class certification appropriate.” *Id.* (citing *Sav-*
25 *On*, 34 Cal.4th at 333).

26 Here, common issues of law and fact predominate as to each of the claims alleged and
27 asserted in the Class Action. Based on the documents and information obtained through informal

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⁴⁶ Sweeny Decl. ¶ 23.

1 discovery and exchange of information in the case, Plaintiff contends that Class Members
2 performed similar job duties and were subject to uniform operations and employment policies,
3 practices, and procedures during the Class Period, including payroll and recordkeeping practices.⁴⁷
4 As a result, Plaintiff claims that all of the Class Members were uniformly not paid all compensation
5 due to them from Defendants during the time period at issue. Plaintiff maintains that the outcome
6 of this litigation would be determined by Defendants' alleged uniform operations and employment
7 policies and procedures that applied across its hourly-paid or non-exempt employees who worked
8 in California during the Class Period.

9 As a member of the Class who was subject to these same policies, practices, and
10 procedures, Plaintiff's claims are typical of the Class. Moreover, Plaintiff has no interests adverse
11 to the Class. Plaintiff has taken steps to initiate and maintain the Class Action and to ensure that it
12 comes to a fair and reasonable resolution.⁴⁸ Importantly, Plaintiff has retained a law firm well-
13 versed in wage and hour class actions, which has at all times represented the best interests of
14 Plaintiff and the Class.⁴⁹

15 Accordingly, the proposed Class shares a community of interest, and the Court should
16 certify the Class for settlement purposes only.

17 **VI. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS'**
18 **FEES & COSTS**

19 Class Counsel has litigated the matter for over two years and was actively preparing the
20 matter for class certification and trial.⁵⁰ The ongoing work has been extensive, demanding, and
21 ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a
22 large volume of documents and data and also interviewed and obtained information from Plaintiff,
23 researched applicable law, undertook damages/valuation calculations, and met and conferred with
24 Defendants' counsel regarding the pleadings and the production of documents and data prior to
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26 ⁴⁷ Sweeny Decl. ¶ 22.

27 ⁴⁸ Declaration of Jessica Fernandez in Support of Plaintiff's Motion for Preliminary Approval of Class Action and
PAGA Settlement ("Fernandez Decl.").

28 ⁴⁹ Madoyan Decl. ¶¶ 2-6; Sweeny Decl. ¶¶ 16-20.

⁵⁰ Sweeny Decl. ¶¶ 7, 21-29.

1 the mediation.⁵¹ Counsel for the Parties also undertook extensive settlement discussions, which
2 included participating in mediation.⁵² Class Counsel is well-experienced in wage-and-hour class
3 action litigation and used that experience to obtain a great result for the Class.⁵³

4 The Settlement establishes a Gross Settlement Amount of \$475,000.00, and provides for
5 Class Counsel to apply to the Court consisting of attorneys' fees in an amount up to 35% of the
6 Gross Settlement Amount (i.e., \$166,250.00 if the Gross Settlement Amount remains
7 \$475,000.00), and reimbursement of actual costs and expenses in an amount up to \$15,000.00.⁵⁴
8 The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class
9 Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that
10 Class Counsel dedicated to the case, (3) the skill and determination that Class Counsel has shown,
11 (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the
12 Settlement that Class Counsel has achieved for the Class Members, and (6) the other cases that
13 Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed
14 Class Notice provides Class Members that an award of the Attorneys' Fees and Costs will be
15 sought and the amount allocated toward the Attorneys' Fees and Costs by the Settlement.⁵⁵

16 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
17 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*
18 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced
19 trial judge is the best judge of the value of professional services rendered in his court." *Ketchum*
20 *v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should
21 be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk
22 incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 citing *Lealao*, 82 Cal.App.4th
23 at 48-49. In *Lealao*, the court held that, when an action leads to a recovery that can be "monetized"
24 with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within
25 the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao*, 82

26 ⁵¹ Sweeny Decl. ¶¶ 7, 21-29..

27 ⁵² Sweeny Decl. ¶¶ 7, 21-29..

28 ⁵³ Madoyan Decl. ¶¶ 2-6; Sweeny Decl. ¶¶ 16-20.

⁵⁴ Settlement Agreement, at ¶ 11.

⁵⁵ Settlement Agreement, at Ex. A.

1 Cal.App.4th at 50.

2 The California Supreme Court has confirmed the propriety of calculating and awarding
3 attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered
4 for the benefit of others. *Laffitte*, 1 Cal.5th 480 at 486 & 506. The Court has taken the position that
5 while "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they
6 also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the
7 reasonableness of a requested percentage fee[.]" and "[t]he percentage of fund method survives in
8 California." *Id.* (internal quotation marks omitted).

9 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
10 depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust*
11 *Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the \$7.3
12 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979)
13 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California
14 courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the
15 recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40
16 percent range of contingency fee in marketplace was appropriate in class actions); *see also Estrada*
17 *v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005)
18 (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept.
19 2006) (wage and hour).

20 Class Counsel has borne all of the risks and costs of litigation and will not receive any
21 compensation until recovery is obtained.⁵⁶ Class Counsel will provide extensive evidence as to the
22 time worked, litigation efforts, and further argument at the time of filing Plaintiff's Motion for
23 Final Approval of the Settlement and application for the Attorneys' Fees and Costs at the Final
24 Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees
25 provided for by the Settlement are well within the range of reasonableness for preliminary
26 approval.

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28 ⁵⁶ Sweeny Decl. ¶ 11.

1 **VII. THE PROPOSED CLASS NOTICE IS ADEQUATE**

2 California statutory authority and case law vests the Court with broad discretion in
3 fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court*
4 (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it “present[s] a fair recital of the
5 subject matter and proposed terms” of the Settlement. *Mendoza v. United States* (9th Cir. 1980)
6 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).
7 “Sufficient information about the case should be provided to enable class members to make an
8 informed decision about their participation.” *Manual for Complex Litigation* § 21.311 at 413 (4th
9 ed. 2004).

10 The proposed Class Notice describes the Settlement, the deadlines and procedures to
11 submit an Objection to the Class Settlement, submit a Request for Exclusion from the Class
12 Settlement, and/or dispute regarding Workweeks, and the date and time set for the Final Approval
13 Hearing.⁵⁷ The proposed Class Notice summarizes the proceedings to date and the terms and
14 conditions of the Settlement in an informative and coherent manner.⁵⁸ The proposed Class Notice
15 recognizes that the Court has not yet granted final approval of the settlement.⁵⁹ The proposed Class
16 Notice also appraises the Class Members and PAGA Employees of, *inter alia*, how their Individual
17 Settlement Payment and, if applicable, Individual PAGA Payment is calculated and the number of
18 Workweeks credited to them.⁶⁰ The proposed Class Notice fulfills the requirement of neutrality in
19 notice procedure. *Newberg*, at § 8.39.

20 Thus, the proposed Class Notice satisfies all due process requirements and complies with
21 the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e);
22 *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960.
23 Accordingly, the Court should approve the proposed Class Notice.

24 **VIII. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR**

25 The Parties have selected Simpluris, Inc. as the Settlement Administrator. Within 14
26

27 ⁵⁷ Settlement Agreement, at Ex. A.

28 ⁵⁸ Settlement Agreement, at Ex. A.

⁵⁹ Settlement Agreement, at Ex. A.

⁶⁰ Settlement Agreement, at Ex. A.

1 calendar days of receipt of the Class List, the Settlement Administrator will perform an NCOA
2 check and will mail the Class Notice to each Class Member and PAGA Employee.⁶¹ The
3 Settlement Administrator will skip-trace returned Class Notices and re-mail the Class Notice to
4 the new addresses within 5 calendar days.⁶² In the case of a re-mailed Class Notice, the Response
5 Deadline will be the later of 45 calendar days after initial mailing or 15 calendar days from re-
6 mailing.⁶³ The Administrator will receive and process Requests for Exclusion, Notices of
7 Objection, or disputes regarding Workweeks.⁶⁴ In addition, the Settlement Administrator will be
8 responsible for printing, distributing, and tracking Class Notices and other documents for the
9 Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and
10 W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing
11 necessary reports and declarations; and other duties and responsibilities to process the Settlement
12 and as requested by the Parties.⁶⁵ The Settlement Administration Costs are currently estimated to
13 be \$7,500.00 and will be paid out of the Gross Settlement Amount, subject to approval by the
14 Court.⁶⁶ Accordingly, Plaintiff respectfully requests that the Court appoint Simpluris as the
15 Settlement Administrator and direct the mailing of the Class Notice to the Class Members and
16 PAGA Employees in the manner outlined and based on the proposed deadlines as described herein
17 and set forth in the Settlement Agreement.

18 **IX. CLASS REPRESENTATIVE ENHANCEMENT PAYMENT**

19 Plaintiff respectfully requests that the Court appoint her as the Class Representative and
20 preliminarily approve the Enhancement Payment in an amount up to \$10,000.00.⁶⁷ It is within the
21 Court's discretion to award payment to a Class Representative for her efforts and work. *Vranken*
22 *v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may
23 consider in determining whether to make an Enhancement Payment include: (1) the risk to the
24 Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and

25 ⁶¹ Settlement Agreement, at ¶ 20.

26 ⁶² Settlement Agreement, at ¶ 20.

27 ⁶³ Settlement Agreement, at ¶ 7(ii).

28 ⁶⁴ Settlement Agreement, at ¶¶ 20(c), 22, and 23.

⁶⁵ Settlement Agreement, at ¶ 13.

⁶⁶ Settlement Agreement, at ¶ 13.

⁶⁷ Settlement Agreement, at ¶ 12.

1 personal difficulties encountered by the Class Representative; (3) the amount of time and effort
2 spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit
3 (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id.*

4 The Enhancement Payment is fair and appropriate. Plaintiff spent a substantial amount of
5 time and effort in producing relevant documents and past employment records and providing the
6 facts and evidence necessary to attempt to prove the allegations.⁶⁸ Plaintiff was available whenever
7 Class Counsel needed her and actively tried to obtain and provide information that would facilitate
8 the pursuit of class and PAGA claims.⁶⁹ Accordingly, it is appropriate and just for Plaintiff to
9 receive an Enhancement Payment for her services on behalf of the Class, PAGA Employees, and
10 the State of California.

11 **X. CONCLUSION**

12 For the foregoing reasons, Plaintiff respectfully requests that the Court grant Preliminary
13 Approval of the Settlement; conditionally certify the Class for settlement purposes; appoint
14 Sweeny Law, PC and Lawyers *for* Justice, PC as Class Counsel; appoint Plaintiff Jessica Fernandez
15 as Class Representative; appoint Simpluris, Inc., as Settlement Administrator; preliminarily
16 approve the allocations for Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and
17 Settlement Administration Costs; approve the proposed Class Notice; direct the Settlement
18 Administrator to undertake the notice and settlement administration process in conformity with
19 the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final
20 Approval Hearing to take place in approximately 6 months.

21 Dated: October 10, 2025

SWEENY LAW, PC

22
23 By: 
24 Charles T. Sweeny
25 Counsel for Plaintiff
26
27

28 ⁶⁸ Sweeny Decl. ¶ 12; Fernandez Decl., ¶¶ 3-6.

⁶⁹ Sweeny Decl. ¶ 12; Fernandez Decl., ¶¶ 3-6.