

Alexandra K. Piazza (SBN 341678)
BERGER MONTAGUE PC
8241 La Mesa Blvd, Suite A
La Mesa, CA 91942
Tel: (215) 875-3063
Fax: (215) 875-4620
E-Mail: apiazza@bergermontague.com

Clerk of the Superior Court
By T. Automation ,Deputy Clerk

[additional counsel listed on signature page]

*Attorneys for Plaintiff, the Proposed Class,
and the Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

TRICETTE DEPAUL, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

NEW VENTURE ESCROW, INC. and DOES 1
through 10, inclusive,

Defendants.

CASE NO.: 26CU008335C
CLASS ACTION

*Assigned for all purposes to the
Honorable Terrie E. Roberts, Dept. C-68*

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

Complaint Filed: February 17, 2026
Trial Date: None yet set

Hearing Date: January 29, 2026
Time: 10:30 A.M.
Department: C-68

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1 **I. SUMMARY OF ARGUMENT**

2 Plaintiff Tricette DePaul (“Plaintiff”), individually and on behalf of a proposed class of current
3 and former Escrow Officers, and as an aggrieved employee under the Private Attorneys General Act of
4 2004 (“PAGA”), moves for preliminary approval of the Class Action and PAGA Settlement Agreement
5 (“Settlement” or “Agreement”) reached with Defendant New Venture Escrow, Inc. (“New Venture” or
6 “Defendant”).

7 This action concerns Plaintiff’s claims that New Venture misclassified its Escrow Officers as
8 exempt from overtime, resulting in the failure to pay overtime premium pay and minimum wages and the
9 timely payment of wages due upon termination; failure to authorize, permit, or make available compliant
10 meal and rest periods; failure to reimburse necessary business expenses; and failure to provide and
11 maintain accurate, itemized wage statements, in violation of the California Labor Code and Business and
12 Professions Code section 17200 *et seq.* Plaintiff also seeks civil penalties under PAGA (Lab. Code, § 2698
13 *et seq.*) on the same theories, on behalf of the California Labor and Workforce Development Agency
14 (“LWDA”) and other aggrieved Escrow Officers.

15 Following an exchange of mediation-related discovery, including Defendant’s workweek and
16 compensation records for the Class Members, and an all-day mediation session on June 25, 2026, before
17 experienced wage-and-hour mediator Matt D’Abusco, Esq., the Parties reached a settlement resolving the
18 claims at issue here for a non-reversionary Gross Settlement Amount of Two Hundred Twenty-Five
19 Thousand Dollars (\$225,000.00), plus Defendant’s separate payment of the employer’s share of payroll
20 taxes and the Settlement Administrator’s expenses. If approved, checks will be mailed automatically to
21 all Participating Class Members (*i.e.*, Class Members who do not submit a valid and timely Request for
22 Exclusion from the Settlement) and Aggrieved Employees without the need to submit a claim form. These
23 terms are set forth in the Class Action and PAGA Settlement Agreement (“Agreement”), attached as
24 Exhibit 1 to the concurrently filed Declaration of Alexandra K. Piazza (“Piazza Decl.”).¹

25
26
27 ¹ Unless otherwise defined herein, capitalized terms have the meanings given to them in the Settlement
28 Agreement.

1 The proposed Settlement easily satisfies California’s standards for preliminary approval because
2 it provides a fair, reasonable, and adequate resolution of the disputed claims while avoiding the substantial
3 risks, costs, and delays of continued litigation. The Settlement provides prompt, certain, and meaningful
4 relief to the Class and Aggrieved Employees that would otherwise be difficult, costly, and time-consuming
5 to obtain through continued litigation.

6 Accordingly, Plaintiff respectfully requests that the Court issue an Order granting preliminary
7 approval so that notice may issue to the Class and a final approval hearing may be set. Defendant does not
8 oppose this Motion.

9 **II. FACTUAL AND PROCEDURAL BACKGROUND**

10 On January 8, 2026, Plaintiff, a former Escrow Officer for New Venture, gave New Venture and
11 the LWDA timely written notice of the same claims pursuant to Labor Code section 2699.3, subdivision
12 (a) (“PAGA Notice”). Agreement ¶ 1.33. On February 17, 2026, Plaintiff filed this action alleging that
13 New Venture misclassified Escrow Officers as exempt employees, resulting in violations of the California
14 Labor Code, including failure to pay overtime premium pay, failure to authorize, permit, or make available
15 meal and rest periods, failure to reimburse work-related expenses, failure to provide and maintain accurate
16 and compliant wage records, waiting time penalties, and violation of Business and Professions Code
17 section 17200 *et seq.* See generally Complaint. On March 17, 2026, Plaintiff filed a First Amended
18 Complaint (“Operative Complaint”) adding a cause of action against New Venture for civil penalties under
19 PAGA, Labor Code section 2698 *et seq.* *Id.* ¶ 2.1. New Venture denies the allegations in the Operative
20 Complaint, denies any failure to comply with the laws identified therein, and denies any and all liability
21 for the causes of action alleged. *Id.*

22 In order to appropriately inform the ADR process, the Parties exchanged data and information in
23 connection with the threatened claims, including representative pay data and employment dates for the
24 Class Members and Aggrieved Employees, which counsel for all Parties reviewed and analyzed
25 extensively, and information from Plaintiff about the policies, procedures, and practices she experienced
26 working for New Venture. Class Counsel used this information to evaluate the strength of Plaintiff’s
27 claims and Defendant’s defenses, including Defendant’s contention that Escrow Officers are, and have
28

1 been, properly classified as exempt employees not entitled to overtime. This process allowed the Parties
2 to assess the potential liability and possible damages for the asserted and unasserted claims and engage in
3 informed, good faith, arm's-length settlement negotiations. The negotiations culminated in an all-day
4 mediation (June 25, 2026) before Matt D'Abusco, Esq., an experienced wage-and-hour mediator. *Id.* ¶
5 2.3. Following the mediation, Mr. D'Abusco issued a Mediator's Proposal, which the Parties accepted,
6 leading to this Agreement. *Id.* The Parties, Class Counsel, and Defense Counsel represent that they are
7 not aware of any other pending matter or action asserting claims that will be extinguished or affected by
8 the Settlement. *Id.* ¶ 2.5.

9 **III. TERMS OF THE SETTLEMENT**

10 **A. Settlement Class Members and Aggrieved Employees**

11 The Class is defined as each current or former Escrow Officer employed by Defendant in
12 California, classified as exempt, who worked for Defendant at least one day during the Class Period of
13 February 17, 2022 to June 25, 2026. *Id.* ¶ 1.5. Defendant has represented, and Plaintiff has relied upon in
14 entering the Settlement, that the Class consists of 37 Class Members who collectively worked 5,174
15 Workweeks during the Class Period. *Id.* ¶¶ 1.5, 1.45, 4.1.

16 Aggrieved Employees are each current or former Escrow Officer employed by Defendant in
17 California, classified as exempt, who worked for Defendant at least one day during the PAGA Period of
18 January 8, 2025 to June 25, 2026. *Id.* ¶¶ 1.4, 1.31. Defendant has represented that there are 32 Aggrieved
19 Employees who collectively worked 988 PAGA Pay Periods during the PAGA Period. *Id.* ¶¶ 1.30, 4.1.

20 **B. Monetary Terms and Payments to Class Members and Aggrieved Employees**

21 The Settlement provides for a non-reversionary Gross Settlement Amount of \$225,000.00. *Id.* ¶¶
22 1.22, 3.1. New Venture will separately pay the Administration Expenses Payment and the employer's
23 share of payroll taxes owed on the Wage Portion of the Individual Class Payments. *Id.* ¶¶ 1.3, 1.22, 3.1.
24 None of the Gross Settlement Amount will revert to New Venture, and the Administrator will disburse
25 the entire Gross Settlement Amount without requiring Class Members or Aggrieved Employees to submit
26 any claim as a condition of payment. *Id.* ¶ 3.1.

Should the number of Workweeks worked by the Class during the Class Period exceed 5,174, the Gross Settlement Amount will increase at a rate of \$43.49 per additional Workweek. *Id.* ¶¶ 1.45, 4.1. This escalator clause ensures the recovery keeps pace with the actual scope of the Class if New Venture’s current records understate the number of Workweeks worked.

The Gross Settlement Amount will be used to pay: (1) a Class Representative Service Payment to Plaintiff of \$10,000, in addition to any Individual Class Payment and Individual PAGA Payment to which Plaintiff is separately entitled as a Class Member and Aggrieved Employee, *id.* ¶¶ 1.14, 3.2.1; (2) a Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, currently estimated at \$75,000, and a Class Counsel Litigation Expenses Payment of not more than \$12,000, *id.* ¶¶ 1.7, 3.2.2;² (3) Individual Class Payments to Participating Class Members, *id.* ¶¶ 1.23, 3.2.3; and (4) PAGA Penalties of \$11,250, of which 65% (\$7,312.50) will be paid to the LWDA and 35% (\$3,937.50) will be distributed to Aggrieved Employees as Individual PAGA Payments, *id.* ¶¶ 1.24, 1.26, 1.27, 1.34, 3.2.4.

After deduction of the above amounts, the remaining Net Settlement Amount — currently estimated at approximately \$116,750 — will be distributed to Participating Class Members as Individual Class Payments, calculated on a *pro rata* basis according to each Participating Class Member’s number of Workweeks during the Class Period. *Id.* ¶¶ 1.28, 3.2.3. Non-Participating Class Members (*i.e.*, those who timely and validly opt out) will not receive an Individual Class Payment, and the amount that would otherwise have been paid to them will be redistributed to Participating Class Members on a *pro rata* basis. *Id.* ¶ 3.2.3.2. Each Aggrieved Employee’s Individual PAGA Payment will likewise be calculated by dividing the Aggrieved Employees’ 35% share of the PAGA Penalties by the total PAGA Pay Periods worked by all Aggrieved Employees, and multiplying the result by the number of PAGA Pay Periods worked by that Aggrieved Employee. *Id.* ¶ 3.2.4.1.

Thirty percent of each Participating Class Member’s Individual Class Payment will be allocated to wages, subject to withholding and reported on IRS Form W-2, and the remaining 70% will be allocated

² Class Counsel will support its fee request at final approval through a lodestar crosscheck and evidence concerning the contingent nature of the representation and risks assumed.

1 to interest and penalties, reported on IRS Form 1099. *Id.* ¶ 3.2.3.1. Individual PAGA Payments will be
2 reported on IRS Form 1099. *Id.* ¶ 3.2.4.2.

3 **C. Settlement Administration and Notice to the Class**

4 The Parties have selected Simpluris, Inc. (“Simpluris” or the “Administrator”) as the neutral third-
5 party Settlement Administrator, bound by the Agreement to perform, as a fiduciary, all administrative
6 duties in exchange for payment of the Administration Expenses by New Venture. *Id.* ¶ 7.1. Within five
7 business days after the Court grants Preliminary Approval, New Venture will provide the Administrator
8 (and, in more limited form, Class Counsel) with the Class Data necessary to calculate and distribute
9 Settlement Awards. *Id.* ¶ 4.2.

10 Using best efforts, and no later than ten days after Class Counsel and Defense Counsel approve
11 the estimated Settlement Awards, the Administrator will mail and email the Class Notice, with a Spanish
12 translation if applicable, to all Class Members, substantially in the form attached to the Agreement as
13 Exhibit A. *Id.* ¶ 7.4.2. Before mailing, the Administrator will update Class Member addresses using the
14 National Change of Address database, and any Class Notice returned as undeliverable will be re-mailed
15 following a Class Member Address Search. *Id.* ¶¶ 1.10, 7.4.2–7.4.3. Class Members have forty-five days
16 from the mailing of the Class Notice (with an additional fourteen days for anyone whose Notice is re-
17 mailed) to submit a Request for Exclusion, an objection, or a challenge to their allocated Workweeks or
18 PAGA Pay Periods. *Id.* ¶¶ 1.43, 7.5–7.7.

19 The Administrator will issue and mail settlement checks, combining the Individual Class Payment
20 and Individual PAGA Payment where applicable, no later than fourteen days after New Venture funds the
21 Gross Settlement Amount, which New Venture must do no later than fourteen days after the Effective
22 Date. *Id.* ¶¶ 4.3–4.4. Checks will remain negotiable for not less than 180 days. *Id.* ¶ 4.4.1. Any residual
23 funds represented by checks that go uncashed and are cancelled after the void date will be transmitted to
24 the California Controller’s Unclaimed Property Fund in the name of the individual Class Member, leaving
25 no unpaid residue, consistent with Code of Civil Procedure section 384, subdivision (b). *Id.* ¶ 4.4.3.

1 **D. Applicable Release**

2 The Settlement contains three distinct releases, each calibrated to the consideration received. First,
3 Participating Class Members (*i.e.*, Class Members who do not submit a timely, valid Request for
4 Exclusion) will release Defendant from all claims that were alleged, or reasonably could have been
5 alleged, based on the Class Period facts stated in the Operative Complaint. *Id.* ¶ 5.2. Participating Class
6 Members do not release claims for vested benefits, wrongful termination, violation of the Fair
7 Employment and Housing Act, unemployment insurance, disability, social security, or workers'
8 compensation, or claims based on facts occurring outside the Class Period. *Id.*

9 Second, because PAGA claims are representative in nature and are not subject to individual opt-
10 out, all Aggrieved Employees — whether or not they elect to opt out of the Class portion of the Settlement
11 — will release the PAGA claims that were alleged, or reasonably could have been alleged, based on the
12 PAGA Period facts in the Operative Complaint and the PAGA Notice. *Id.* ¶ 5.3. This result is compelled
13 by the representative nature of PAGA claims and is not unique to this settlement. This release takes effect
14 only once New Venture has fully funded the Gross Settlement and separately paid all employer payroll
15 taxes. *Id.* ¶¶ 5, 5.3.

16 Third, in exchange for the Class Representative Service Payment, Plaintiff individually will
17 provide Defendant a broad general release of all claims, known and unknown, arising from her
18 employment with New Venture, including an express waiver of Civil Code section 1542. *Id.* ¶¶ 5.1, 5.1.1.
19 This additional consideration for Plaintiff's broader individual release does not otherwise impact the
20 fairness of the Settlement to the Class, as Plaintiff is bargaining away rights beyond the scope of the wage-
21 and-hour claims released by the Class.

22 **IV. THE COURT SHOULD GRANT PRELIMINARY APPROVAL OF THE SETTLEMENT**

23 A class action may not be dismissed, compromised, or settled without the approval of the court.³
24 Cal. Rules of Court Rule 3.769 establishes three distinct steps for approval of class action settlements: (1)

25 ³ See Cal. Civ. Code, § 1781(f); Cal. Rules of Court, rule 3.769; *see also* Fed. R. Civ. P. 23(e). The
26 California Supreme Court has authorized and urged California's trial courts to use Federal Rule of Civil
27 Procedure Rule 23 and federal case law for guidance in considering class action issues. *See, e.g., Green*
28 *v. Obledo* (1981) 29 Cal.3d 126, 145–46.

1 preliminary approval of the proposed settlement after submission of a written motion, the proposed
2 settlement, and the proposed Class Notice; (2) mailing of notice of the settlement to all affected Settlement
3 Class Members; and (3) a final settlement approval hearing at which class members may be heard and at
4 which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement is
5 presented.⁴

6 **A. Preliminary Approval Is Appropriate**

7 The decision to approve or reject a proposed settlement is committed to a court's broad discretion.
8 *See, e.g., Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–35. To grant preliminary
9 approval, courts need find only that the settlement falls within the range of possible final approval, also
10 described as “the range of reasonableness.” *See, e.g., North County Contractor’s Assn. v. Touchstone Ins.*
11 *Svcs.* (1994) 27 Cal.App.4th 1085, 1089–90. In doing so, courts must consider several relevant factors,
12 including “the strength of [the] plaintiffs’ case, the risk, expense, complexity and likely duration of further
13 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
14 extent of discovery completed and the stage of the proceedings, [and] the experience and views of
15 counsel.” *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, *as modified* (Sept. 30, 1996). “The
16 list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors
17 depending on the circumstances of each case.” *Wershba*, 91 Cal.App.4th at 245.

18 1. *The Terms of the Settlement Are Fair, Reasonable, and Adequate*

19 Courts make an initial evaluation of the fairness, reasonableness, and adequacy of a proposed
20 settlement on the basis of information already known, supplemented as necessary by briefs, motions, or
21 information presented by the settling parties. *See Manual for Complex Litigation* § 21:632. Courts must
22 ensure “the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
23 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Hanlon*
24 *v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027. A presumption of fairness exists where: (1) the
25 settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to

26 ⁴ This procedure mirrors the procedure and criteria for approval of class actions under federal law and is
27 endorsed by the nation’s leading class action commentator, Professor Herbert Newberg. *Newberg on Class*
28 *Actions*, § 11:24 (4th ed. 2002); *Manual for Complex Litigation*, § 21:63 (4th ed. 2006).

1 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
2 percentage of objectors is small. *Dunk*, 48 Cal.App.4th at 1802. The first three of these conditions are
3 satisfied here, and Plaintiff expects that the fourth condition will also be satisfied.

4 A preliminary review of the Settlement reveals the fairness of its terms. *See generally* Agreement.
5 The estimated Net Settlement Amount of \$116,750 derived from a Gross Settlement Amount of \$225,000
6 will result in fair and just relief to all Class Members. *Id.* ¶¶ 1.28, 3.2.3. The Settlement Agreement
7 provides that the settlement proceeds will be allocated amongst the Participating Class Members in a
8 manner that recognizes the amount of time that each individual Class Member worked for Defendant
9 during the Class Period, as each Participating Class Member will be credited for the number of weeks that
10 he or she worked for Defendant. *Id.* ¶ 3.2.3. This ensures that longer-tenured workers receive a greater
11 recovery, which is fair, reasonable, and adequate.

12 Additionally, the allocation of \$11,250 to PAGA penalties is fair and reasonable. This amount
13 represents five percent (5%) of the Gross Settlement Amount. This allocation is consistent with
14 comparable PAGA settlements approved throughout California, as discussed more fully below in
15 connection with the PAGA Settlement.

16 2. *The Settlement Was Reached After Sufficient Investigation and Discovery*

17 “[A] presumption of fairness exists where . . . [a] settlement is reached through arm’s-length
18 bargaining.” *Wershba*, 91 Cal.App.4th at 245. Preliminary approval is warranted where the court is
19 provided sufficient information regarding the discovery process and the facts developed to form “an
20 understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.”
21 *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 801.

22 Here, the Settlement was reached only after an extensive review of the facts and the law.
23 Agreement ¶ 2.4; Piazza Decl. ¶¶ 3, 21; *see Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
24 116, 129–31. Using the workweek, compensation, and employment-date data Defendant produced through
25 the ADR process, Plaintiff and Class Counsel analyzed Defendant’s exempt classification of Escrow
26 Officers, the strength of the exemption defense, and the damages the Class could expect to recover if that
27 classification were successfully challenged. Piazza Decl. ¶ 14.

1 The Settlement was negotiated at arm's length through an all-day mediation before an experienced
2 neutral, Matt D'Abusco, and was reached only after the mediator issued the Mediator's Proposal, which
3 the Parties accepted. Agreement ¶ 2.3. Prior to mediation, Plaintiff obtained Defendant's records for a
4 representative sample of Class Members, sufficient for Class Counsel to evaluate the exposure and risks
5 associated with Plaintiff's claims. *Id.* ¶ 2.4. Class Counsel are experienced wage-and-hour class action
6 litigators, as discussed more fully in Section IV.A.6 below. Because notice has not yet issued, the
7 percentage of objectors cannot yet be measured, but Plaintiff anticipates that it will be minimal, consistent
8 with the automatic, no-claim-form structure of the Settlement.

9 3. *Continued Litigation Would Delay Recovery and Involve Substantial Expense and*
10 *Risk*

11 Absent settlement, litigating the misclassification claims at issue here would require extensive
12 additional discovery, including depositions of Defendant's managers and Escrow Officers, expert analysis
13 of the exempt/non-exempt classification (which often turns on a fact-intensive, individualized analysis of
14 each employee's actual job duties), and briefing on class certification and summary judgment. Piazza
15 Decl. ¶ 19. In contrast, the Settlement provides a prompt, certain, and meaningful recovery to the Class
16 and Aggrieved Employees without the delay, risk, and expense such litigation would entail. Given these
17 considerations, the proposed \$225,000 Settlement, automatically distributed without any claims process,
18 achieves a fair and beneficial result for the Class.

19 4. *Defendant Would Continue to Contest Liability on All Issues*

20 The reasonableness of the Settlement is further underscored by the fact that Defendant has asserted,
21 and would continue to assert, substantial defenses to Plaintiff's claims. New Venture denies the allegations
22 in the Operative Complaint, denies any failure to comply with the laws identified therein, and denies any
23 and all liability for the causes of action alleged. Agreement ¶ 2.1. New Venture contends, among other
24 things, that its Escrow Officers were, and are, properly classified as exempt employees not entitled to
25 overtime under the applicable Wage Order, and that it has complied with all applicable wage-and-hour
26 laws. *Id.* Nothing in the Agreement constitutes an admission by New Venture that the allegations in the
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1 Operative Complaint have merit, or that it has any liability for the claims asserted. *Id.* ¶ 11.1. These *bona*
2 *fide*, vigorously contested defenses bear directly on the reasonableness of the Settlement.

3 5. *Additional Risks Plaintiff Considered*

4 Beyond Defendant’s classification defense, continued litigation presents substantial certification,
5 merits, proof, and appellate risks that could materially reduce or eliminate any recovery for the Class and
6 Aggrieved Employees. Misclassification claims frequently present individualized questions concerning
7 each employee’s actual day-to-day duties that can complicate class certification and would require
8 extensive individualized proof at trial. Piazza Decl. ¶ 19. Plaintiff’s derivative claims for waiting time
9 penalties, inaccurate wage statements, and unreimbursed expenses all rise and fall with the success of the
10 underlying overtime and meal-and-rest-period claims. *See* Cal. Code Regs. tit. 8, § 13520 (waiting time
11 penalties unavailable where the employer’s failure to pay was based on a good-faith dispute); *Ahumada*
12 *v. Giorgio Armani Corp.* (S.D. Cal. Aug. 19, 2026, No. 24-cv-1175-RSH-DEB) 2026 WL 2430645, at
13 *18 (denying certification of derivative wage-statement, waiting-time, and UCL subclasses where the
14 primary classes failed and no independent basis for certification was shown). While Plaintiff believes the
15 claims are meritorious, Plaintiff recognizes the risk that a fact finder could credit Defendant’s exemption
16 defense, materially reducing or eliminating any recovery.

17 Plaintiff’s assessment of these risks was further informed by New Venture’s distribution of
18 arbitration agreements to putative Class Members shortly after Plaintiff served the PAGA Notice. New
19 Venture has indicated that it intended to move to compel arbitration of the individual claims of any Class
20 Member who signed such an agreement. Piazza Decl. ¶ 20. While Plaintiff believes these arbitration
21 agreements are unenforceable and would have vigorously contested their enforceability, the prospect of
22 arbitration-related motion practice — including possible interlocutory appeal — introduced additional
23 delay, expense, and uncertainty that Plaintiff and Class Counsel weighed in evaluating the Settlement.

24 6. *Class Counsel Are Experienced Class Action Litigators*

25 Class Counsel are experienced wage-and-hour class action litigators and have significant
26 experience evaluating, litigating, and resolving employment class and representative actions. Based on
27 their investigation of the facts, evaluation of Defendant’s defenses, assessment of litigation risks, and
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analysis of potential damages, Class Counsel concluded that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class and Aggrieved Employees. *Id.* ¶ 21.

7. *The Settlement Is Well Within the Range of Reasonableness*

The recovery here falls within the range of reasonableness. *Kullar*, 168 Cal.App.4th at 133, citing *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499–500 (“[T]he court must at least satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.”). A *Kullar* showing does not require the parties to submit the outer reaches of maximum possible recovery without accounting for the actual risks of certification, decertification, dispositive motions, and trial, so long as the record permits “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409. The gross recovery here of \$225,000.00 falls within the range of reasonableness, when considering the issues and risks related to liability and class certification, and also considering the case law regarding fair, reasonable, and adequate settlements.⁵ “Even a fractional recovery of the possible maximum recovery amount may be fair and adequate in light of the uncertainties of trial and difficulties in proving the case.” *Millan v. Cascade Water Servs. Inc.* (E.D. Cal. 2015) 310 F.R.D. 593, 611.

As set out above, Class Counsel investigated Plaintiff’s claims and Defendant’s defenses through informal discovery of Defendant’s pay and personnel data and evaluated the risks of continued litigation — including the risk that Defendant’s exemption defense would prevail, that class certification could be

⁵ See also *Wershba*, 91 Cal.App.4th at 250 (“Compromise is inherent and necessary in the settlement process . . . even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated . . .”); *Officers for Justice v. Civil Service Comm’n of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 628 (“It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery [does] not . . . render the settlement inadequate or unfair.”); *In Re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 459 (same), as amended (June 19, 2000); *Ramirez v. Merrill Gardens, LLC* (E.D. Cal. Jan. 10, 2024, No. 1:22-CV-00542-SAB) 2024 WL 115216, at *18 (approving 7.9% of total exposure); *Perez v. CVS Health Corp.* (E.D. Cal. June 11, 2021, No. 1:19-CV-00449) 2021 WL 2402950, at *6 (approving 2.5% recovery rate); *Balderas v. Massage Envy Franchising, LLC* (N.D. Cal. July 21, 2014, No. 12-CV-06327) 2014 WL 3610945, at *5 (approving approximately 8% recovery rate); *Ma v. Covidien Holding, Inc.* (C.D. Cal. Jan. 31, 2014, No. 12-CV-02161) 2014 WL 360196, at *5 (approving 9.1% as within the range of reasonableness); *Thomas v. Cognizant Tech. Sols. U.S. Corp.* (C.D. Cal. June 24, 2013, No. 11-CV-1123) 2013 WL 12371622, at *6 (approving settlement of between 4.4% and 5% of maximum estimated liability).

1 denied given the fact-intensive nature of exemption analysis, and that Plaintiff's derivative claims could
2 fail along with the underlying claims. Piazza Decl. ¶ 25. Considering these risks alongside the certain,
3 prompt, and automatic recovery the Settlement provides to every Class Member and Aggrieved Employee
4 without a claims process, the proposed Settlement falls within the range of reasonableness and warrants
5 preliminary approval.

6 Class Counsel's damages analysis quantifies these risks. Based on a review of Defendant's data,
7 Class Counsel calculated Plaintiff's total potential exposure for unpaid overtime damages at
8 approximately \$477,870.00. This maximum-exposure estimate included the assumptions most favorable
9 to Plaintiff, specifically an average of five hours of unpaid overtime per employee per week across 80%
10 of workweeks with an average overtime premium of \$23.09. Plaintiff's wage damages are not limited to
11 unpaid overtime; they also include meal- and rest-period premiums, unreimbursed business expenses,
12 wage-statement penalties, and waiting-time penalties, each of which rises or falls with the underlying
13 misclassification claim. *Id.* ¶ 23. Additional recovery could be layered on top of that wage-damages figure
14 if Plaintiff prevailed on the underlying wage claims: the PAGA civil penalties alleged here are derivative
15 of the same wage violations; the UCL claims would extend the recovery period by a fourth year; and
16 Plaintiff could recover prejudgment interest at 7% per annum on the unpaid wages. Taking those additive
17 assumptions together with the wage damages, the total maximum potential recovery, if Plaintiff were to
18 succeed on all claims, could exceed \$2 million. *Id.* ¶ 24.

19 Class Counsel substantially discounted this maximum estimate to account for the significant
20 litigation risks discussed above, including: the risk that New Venture's exemption defense would defeat
21 the overtime, meal-and-rest, and derivative claims in their entirety; the risk that the Court would deny
22 class certification given the individualized nature of the exemption inquiry; the absence of
23 contemporaneous timekeeping records for exempt employees, which would complicate proof of the
24 frequency of missed meal and rest periods; the risk posed by the arbitration agreements discussed in
25 Section IV.A.5, *supra*; and the risk that Plaintiff's derivative wage-statement and waiting-time claims
26 would fail along with the underlying substantive violations. Piazza Decl. ¶ 25. Plaintiff also considered
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1 that courts have the discretion to reduce PAGA penalties.⁶ After accounting for these risks, the
2 Settlement’s \$225,000 Gross Settlement Amount represents approximately 47% of Plaintiff’s total
3 estimated unpaid overtime exposure, and approximately 11.25% of Plaintiff’s maximum potential
4 exposure on all claims, a recovery well within the range of maximum-exposure percentages California
5 and federal courts have approved in comparable wage-and-hour class settlements.

6 **B. The Proposed Payment of Attorneys’ Fees and Costs Does Not Otherwise Impact the**
7 **Fairness of the Settlement at Preliminary Approval**

8 In connection with final approval of the settlement, Class Counsel will seek approval of reasonable
9 attorneys’ fees of up to thirty-three and one-third percent (33.33%) of the Gross Settlement Amount, and
10 actual out-of-pocket expenditures not to exceed \$12,000. Agreement ¶ 3.2.2. The requested fee is well
11 within the range customarily approved by California and federal courts in comparable class actions, and
12 is less than requested fee percentages that have been approved by other California courts. *See, e.g., Meyers*
13 *v. Raley’s* (Super. Ct. Yolo County, May 19, 2022, No. CV-2011-2668) (approving 40% of Gross
14 Settlement Amount).⁷

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16 ⁶ *See, e.g., Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517 (“Rather than imposing the full
17 penalty, . . . which the court noted in this instance would be unjust, arbitrary, and oppressive, the court
18 imposed a penalty of only \$5 per violation.”); *Barsegian v. Gilead Sciences, Inc.* (Super. Ct. L.A. County,
19 July 8, 2020, No. BC714686) (approving PAGA penalties of \$3.87 per pay period, in a case involving
20 claims of daily unpaid “on-call” time and meal and rest period violations); *Heredia v. Eddie Bauer LLC*
21 (N.D. Cal. Apr. 17, 2020, No. 5:16-cv-06236-BLF) (approving PAGA penalties of \$18.83 per pay period,
22 in case alleging employees were forced to work off the clock for a few minutes each day); *Kaanaana v.*
23 *Barrett Bus. Servs., Inc.* (2018) 29 Cal.App.5th 778, 788, *review granted on other grounds* (noting that
24 the trial court “exercised its discretion to reduce the [PAGA] penalties to 13 percent of the full amount
25 [requested, because] [o]n average, plaintiffs were deprived of 13 percent of the 30-minute meal period”);
26 *Cabrera v. Advantage Sale & Marketing, LLC* (Super. Ct. L.A. County, Mar. 12, 2013, No. BC485259)
27 2013 WL 1182822 (approving PAGA penalties averaging \$3.33 per person).

28 ⁷ *See also, e.g., Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11 (recognizing one-third as the
average fee award in class actions); *Laffitte v. Robert Half Int’l Inc.* (2014) 231 Cal.App.4th 860, 878, *as*
modified (Nov. 21, 2014) (“...the trial court’s use of a percentage of 33 1/3 percent of the common fund
is consistent with, and in the range of, awards in other class action lawsuits.”); *Ochoa v. Haralambos*
Beverage Co. (Super. Ct. L.A. County, Feb. 1, 2007, No. BC319588) (approving 33.3% fee award with
no mention of lodestar crosscheck); *Big Lots Overtime Cases* (Super. Ct. San Bernardino County, Feb. 4,
2004, JCC No. 4283) (approving award of attorneys’ fees of 33% of the recovery); *Ojito v. Robertson’s*
Ready Mix Concrete, Inc. (Super. Ct. Riverside County, Jan. 16, 2007, No. RIC420994) (approving 30%
fee award with no mention of lodestar crosscheck).

1 In this case, there was no guarantee of compensation or reimbursement. Class Counsel undertook
2 all the risks of this litigation on a completely contingent basis. The inherent risk of proving liability and
3 damages on a class-wide basis and Defendant's representation by competent counsel confront Class
4 Counsel with the prospect of recovering nothing or close to nothing for their commitment to and
5 investment in the case. Nevertheless, Class Counsel committed themselves to developing and pressing
6 Plaintiff's claims to enforce the employees' rights and maximize the Class recovery.⁸ Class Counsel
7 continue to spend time and resources in preparation and attendance at the preliminary and final approval
8 hearings, further correspondence with Class Members, and Settlement administration and oversight. The
9 requested fee is reasonable and does not otherwise impact the fairness and reasonableness of this matter
10 for preliminary approval.

11 **V. THE COURT SHOULD CERTIFY THE PROPOSED SETTLEMENT CLASS FOR**
12 **SETTLEMENT PURPOSES**

13 "[T]rial courts should use different standards to determine the propriety of a settlement class, as
14 opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement
15 cases." *Glob. Mins. & Metals Corp. v. Superior Ct.* (2003) 113 Cal.App.4th 836, 859. This Court should
16 certify the proposed Settlement Class pursuant to Code of Civil Procedure section 382 for settlement
17 purposes only. California has a strong public policy in favor of broad enforcement of wage and hour laws
18 for the benefit of workers and in favor of using the class action device. *Sav-On Drug Stores, Inc. v.*
19 *Superior Court* (2004) 34 Cal.4th 319, 340. The party seeking certification has the burden to establish the
20 existence of both an ascertainable class and a well-defined community of interest among class members,
21 which embodies three factors: (1) predominant common questions of law or fact; (2) class representatives
22 with claims typical of the class; and (3) class representatives who can adequately represent the class. *Id.*
23 at 326, 338.

25 ⁸ See Richard A. Posner, *Economic Analysis of Law*, 534, 567 (4th ed. 1992) ("A contingent fee must be
26 higher than a fee for the same legal services paid as they are performed... because the risk of default (the
27 loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional
28 loans").

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In determining whether a class is “ascertainable,” courts “examine the class definition, the size of the class and the means of identifying class members.” *Reyes v. San Diego Cnty. Bd. of Supervisors* (1987) 196 Cal.App.3d 1263, 1274–75. Plaintiff has defined the Settlement Class according to objective criteria — Escrow Officers classified as exempt who worked for New Venture in California during the Class Period — and Class Members are readily identifiable from Defendant’s own employment records. Numerosity is likewise satisfied, with 37 Class Members at issue here. *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934; *Collins v. Rocha* (1972) 7 Cal.3d 232, 238.

B. Common Questions Predominate 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*, 34 Cal.4th at 327. Predominance does not require that all questions of law and fact be uniform for all class members. *Id.* at 338. Where, as alleged here, a uniform exempt classification and uniform timekeeping, payroll, meal-and-rest-period, and expense-reimbursement policies apply on a class-wide basis, “the legal question to be resolved is not an individual one.” *Jaimez v. Daigohs USA, Inc.* (2010) 181 Cal.App.4th 1286, 1299.

Plaintiff alleges that New Venture uniformly classified all Escrow Officers as exempt and applied the same timekeeping, payroll, and reimbursement policies and practices to the entire Class. These class-wide policies raise common issues of law and fact applicable to the claims of Plaintiff and the Class for settlement purposes.

C. Typicality Is Satisfied for Settlement Purposes

Plaintiff must also establish that her claims are typical of the Class she seeks to represent. *Chern v. Bank of America* (1976) 15 Cal.3d 866, 874. Claims are “typical” if they arise from the same event, practice, or course of conduct giving rise to the claims of other class members and are based on the same legal theory. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46–47. The typicality standard is not onerous and does not require identical claims. *Id.* Here, Plaintiff was classified as exempt and subjected to the same allegedly unlawful policies as the rest of the Class, and her claims arise from the same course of

conduct and rest on the same legal theories as those of the Class. Accordingly, Plaintiff's claims are typical for settlement purposes.

D. Adequacy Is Satisfied for Settlement Purposes

A plaintiff is an adequate class representative if her claims are not inconsistent with or antagonistic to those of the class. *Johnson v. GlaxoSmithKline, Inc.* (2008) 166 Cal.App.4th 1497, 1509. There is no conflict between Plaintiff and the proposed Class; Plaintiff's claims are aligned with those of the Class, and Plaintiff has prosecuted this action with the interests of the Class in mind. Plaintiff has also selected counsel with substantial experience in wage-and-hour class action litigation who have no conflict with the Class. Plaintiff is thus an adequate Class Representative, and Class Counsel are appropriate, for settlement purposes.

VI. THE PROPOSED PAGA SETTLEMENT IS A FAIR AND REASONABLE RESOLUTION AND WARRANTS APPROVAL

Pursuant to Cal. Lab. Code, § 2699(l)(2), a settlement of a civil action brought under the PAGA statute must be submitted to the LWDA and must be approved by the court. California's PAGA authorizes an aggrieved employee to bring a representative action to recover civil penalties on behalf of the State for Labor Code violations, with the recovered penalties allocated 65% to the LWDA and 35% to the aggrieved employees. Cal. Lab. Code, § 2699(m). Because a PAGA claim is fundamentally "a dispute between an employer and the state," prosecuted by the aggrieved employee as the state's proxy, *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 681–82, courts evaluate whether the proposed civil-penalty allocation is a fair and reasonable resolution of the underlying dispute, applying many of the same *Kullar*-derived fairness considerations used to evaluate the Class Settlement. *See supra* Section IV.A.

Plaintiff's counsel is contemporaneously submitting the proposed settlement to the LWDA with the filing of the Motion for Preliminary Approval, as required by the Labor Code. Piazza Decl. ¶ 17. The proposed settlement allocates \$11,250 in PAGA Penalties — approximately five percent (5%) of the \$225,000 Gross Settlement Amount — with 65% (\$7,312.50) paid to the LWDA and 35% (\$3,937.50) distributed to Aggrieved Employees on a pro rata basis according to their PAGA Pay Periods. Agreement ¶¶ 1.34, 3.2.4.

1 Plaintiff's claim for civil penalties under PAGA, like her derivative claims for waiting time
2 penalties, inaccurate records, and non-compliant wage statements, is predicated on proof of an underlying
3 violation of the California Labor Code. The value of those claims is therefore tied directly to the risk that
4 Plaintiff would fail to prove that New Venture misclassified Escrow Officers as exempt employees.
5 Plaintiff's damages analysis included potential for these penalties and derivative claims, which, given the
6 penalties associated with these claims, was significant; however, Plaintiff acknowledges that the total
7 potential exposure associated with these derivative claims does not necessarily represent the realistic value
8 of those claims for the reasons already stated.

9 The maximum civil penalties theoretically recoverable under PAGA are derivative of, and
10 premised upon, the same alleged Labor Code violations underlying the Class claims — namely, the failure
11 to pay overtime, provide compliant meal and rest periods, reimburse business expenses, and issue accurate
12 wage statements — such that the litigation risks discussed above bearing on the strength of the Class
13 claims, including New Venture's exemption defense, the arbitration agreements discussed in Section
14 IV.A.5, *supra*, and the proof difficulties inherent in establishing violation frequency, apply with equal or
15 greater force to the PAGA claim. Piazza Decl. ¶ 26. PAGA claims present a further layer of litigation risk
16 beyond that faced by the Class claims because PAGA vests courts with discretion to award a lesser civil
17 penalty than the maximum where imposing the maximum penalty “would result in an award that is unjust,
18 arbitrary and oppressive, or confiscatory.” Cal. Lab. Code, § 2699(e)(2).⁹

19 Plaintiff submits that the negotiated settlement in this matter and the PAGA allocation are
20 reasonable and consistent with settlements approved throughout California, which have routinely
21 allocated a small percentage of the total settlement to PAGA penalties in light of the risks and uncertainties
22 of continued litigation and the correspondingly larger recovery made available to individual class
23 members through the class settlement. *See, e.g., Munoz v. Earthgrains Distribution, LLC* (S.D. Cal. July
24 16, 2026, No. 22-cv-01269-AJB-AHG) 2026 WL 2058941, at *16–17 (approving PAGA allocation
25 representing 2% of the gross settlement amount in a misclassification class and PAGA settlement);
26 *Mondrian v. Trius Trucking, Inc.* (E.D. Cal. Oct. 7, 2022, No. 1:19-cv-00884-ADA-SKO) 2022 WL

27 ⁹ *See supra* p. 13 n.6.
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6226843, at *8 (approving PAGA allocation of 1% of settlement); *Erami v. JPMorgan Chase Bank* (C.D. Cal. Dec. 3, 2018, No. CV157728 PSGPLAX) 2018 WL 11352374, at *6 (approving 1.2%); *Turner v. Motel 6 Operating L.P.* (C.D. Cal. Nov. 6, 2018, No. CV 17-2544 PSG (SSX)) 2018 WL 6977474, at *7 (approving 1.4%); *Ahmed v. Beverly Health and Rehabilitation Servs., Inc.* (E.D. Cal. Feb. 7, 2018, No. CV 2:16-1747 WBS KJN) 2018 WL 746393, at *10 (approving 1%); *Dearaujo v. Regis Corp.* (E.D. Cal. July 21, 2017, No. 2:14-CV-01408-KJM-DB) 2017 WL 3116626, at *3 (approving \$10,000 PAGA payment from \$1,950,000 settlement); *Van Kempen v. Matheson Tri-Gas, Inc.* (N.D. Cal. Aug. 25, 2017, No. 15-CV-00660-HSG) 2017 WL 3670787 (approving 1.4%); *Slavkov v. Fast Water Heater Partners I, LP* (N.D. Cal. July 25, 2017, No. 14-CV-04324-JST) 2017 WL 3834873 (approving 2.2%); *In re M.L. Stern Overtime Litig.* (S.D. Cal. Apr. 13, 2009, No. 07-CV-0118-BTM JMA) 2009 WL 995864, at *1 (approving 2%).¹⁰

Notably, courts have held that where significant non-PAGA amounts are being paid to Class Members, only a small amount — or even no amount — need necessarily be allocated to the LWDA, and courts have applied a “sliding scale” under which a “robust” settlement of the underlying Labor Code class claims may justify a greater reduction in PAGA penalties. *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 972; *O’Connor v. Uber Techs., Inc.* (N.D. Cal. 2016) 201 F. Supp. 3d 1110, 1134 (“if the settlement for the Rule 23 class is robust, the purposes of PAGA may be concurrently fulfilled”); see also *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517; *Kaanaana v. Barrett Bus. Servs., Inc.* (2018) 29 Cal.App.5th 778, 788, review granted on other grounds;

¹⁰ See also *Franco v. Ruiz Food Prod., Inc.* (E.D. Cal. Nov. 27, 2012, No. 1:10-CV-02354-SKO) 2012 WL 5941801, at *14 (0.4%); *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012, No. 1:10-CV-0324 AWI SKO) 2012 WL 5364575, at *7 (\$10,000 out of \$3.9 million); *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011, No. C-05-4526-MHP) 2011 WL 672645, at *1 (0.14%); *Hopson v. Hanesbrands Inc.* (N.D. Cal. Aug. 8, 2008, No. CV-08-0844 EDL) 2008 WL 3385452, at *1 (0.3%); *Moore v. PetSmart, Inc.* (N.D. Cal. Aug. 4, 2015, No. 5:12-CV-03577-EJD) 2015 WL 5439000, at *8 (0.5%); *Hicks v. Toys ‘R’ Us–Delaware, Inc.* (C.D. Cal. Sept. 2, 2014, No. CV13-1302-DSF JCGX) 2014 WL 4703915, at *1 (0.12%); *Lusby v. Gamestop Inc.* (N.D. Cal. 2013) 297 F.R.D. 400, 407 (0.67%); *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 (affirming \$0 PAGA allocation out of \$6.4 million settlement); *Smith v. Am. Greetings Corp.* (N.D. Cal. May 19, 2016, No. 14-CV-02577-JST) 2016 WL 2909429, at *11 (\$37,500 of \$4 million); *Willner v. Manpower Inc.* (N.D. Cal. June 22, 2015, No. 11-CV-02846-JST) 2015 WL 3863625, at *1 (\$65,625 of \$8.75 million).

1 *Penaloza v. PPG Industries Inc.* (Super. Ct. L.A. County, May 20, 2013, No. BC471369) 2013 WL
2 2917624, at *2 (approving PAGA penalties averaging \$7.49 per aggrieved employee); *Cabrera v.*
3 *Advantage Sales & Marketing, LLC* (Super. Ct. L.A. County, Mar. 12, 2013, No. BC485259) 2013 WL
4 1182822 (approving PAGA penalties averaging \$3.33 per person).

5 Here, allocating the large majority of the Settlement to the Individual Class Payments, rather than
6 to PAGA penalties, is justified because it maximizes payments to individual Class Members and furthers
7 the public policies underlying PAGA by providing a robust remedy for the alleged Labor Code violations
8 through the Class Settlement. *See Mejia v. Walgreen Co.* (E.D. Cal. Mar. 24, 2021, No. 2:19-CV-00218
9 WBS AC) 2021 WL 1122390, at *5. A higher PAGA allocation would necessarily reduce the recovery
10 otherwise available to Class Members under the Settlement.¹¹ The proposed allocation of \$11,250 to
11 PAGA penalties — with \$7,312.50 payable to the LWDA — strikes an appropriate balance between the
12 interests of the State and the Aggrieved Employees, on the one hand, and the Class Members, on the other,
13 and Plaintiff respectfully requests that the Court approve the proposed PAGA allocation and LWDA
14 payment.

15 **VII. THE PROPOSED NOTICE PROVIDES ADEQUATE NOTICE TO THE CLASS**

16 “Adequate notice is critical to court approval of a class settlement.” *Hanlon*, 150 F.3d at 1025. A
17 Class Notice “is satisfactory if it ‘generally describes the terms of the settlement in sufficient detail to alert
18 those with adverse viewpoints to investigate and to come forward and be heard.’” *Churchill Village, LLC*
19 *v. General Elec.* (9th Cir. 2004) 361 F.3d 566, 575.

20 Here, all Class Members will be identified from Defendant’s records, and the Class Notice will be
21 mailed and emailed directly to each Class Member at their last known address and email address, with a
22 Spanish translation if applicable. Agreement ¶¶ 4.2, 7.4.2. Before mailing, the Administrator will update

23 ¹¹ That is particularly so here, where the Aggrieved Employees are a subset of the Class: the two
24 definitions are identical but for the operative period, and the PAGA Period falls entirely within the Class
25 Period, such that each of the 32 Aggrieved Employees is also one of the 37 Class Members. Agreement
26 ¶¶ 1.4, 1.5, 1.31. Because PAGA directs 65% of any civil penalty to the LWDA, every additional dollar
27 allocated to PAGA penalties rather than to the Net Settlement Amount would reduce, not increase, the
28 recovery of these same individuals. *See Munoz v. Earthgrains Distribution, LLC* (S.D. Cal. July 16, 2026,
No. 22-cv-01269-AJB-AHG) 2026 WL 2058941, at *16 (approving reduced PAGA allocation where the
PAGA members appeared to be the same individuals as the class members), citing *Wells v. DCI Donor*
Servs., Inc. (E.D. Cal. Oct. 7, 2024, No. 2:21-CV-00994-CKD) 2024 WL 4436905, at *11

addresses using the National Change of Address database, and any Notice returned as undeliverable will be re-mailed following a Class Member Address Search, with an additional fourteen days added to the Response Deadline for any Class Member whose Notice is re-mailed. *Id.* ¶¶ 7.4.2–7.4.4. The Administrator will also maintain a toll-free number, an email address, and a website posting the Settlement Agreement, the Motion for Preliminary Approval, the Class Notice, and other case documents. *Id.* ¶ 7.8.1. The proposed Class Notice, attached as Exhibit A to the Agreement, is clear and straightforward. It informs Class Members of the nature of the action and the Settlement, the estimated amount of their Individual Class Payment and Individual PAGA Payment, the number of Workweeks and PAGA Pay Periods used to calculate those amounts and how to challenge them, their rights to opt out of or object to the Class portion of the Settlement, the fact that they cannot opt out of the PAGA portion, the date, time, and location of the Final Approval Hearing, and the identity and contact information of Class Counsel and the Administrator. *Id.*, Ex. A. The Notice thus satisfies the standards of fairness, completeness, and neutrality required of a Class Notice.¹²

VIII. PROPOSED SCHEDULE FOR IMPLEMENTATION OF THE SETTLEMENT

To assist the Court’s review, Plaintiff sets forth below the proposed schedule for implementation of the Settlement, derived from the deadlines already fixed by the Agreement. Plaintiff respectfully requests that the Court adopt this schedule, including a Final Approval Hearing date, in its Preliminary Approval Order:

Event	Proposed Deadline
Class Data provided to Settlement Administrator	Within 5 business days after entry of the Preliminary Approval Order (Agreement ¶ 4.2)
Administrator calculates estimated Settlement Awards and provides them to Class Counsel and Defense Counsel for review	Within 5 business days after receipt of the Class List; Counsel review within 3 business days thereafter (Agreement ¶ 7.4.1)
Class Notice mailed and emailed to Class Members	No later than 10 days after Class Counsel and Defense Counsel approve the estimated Settlement Awards (Agreement ¶ 7.4.2)

¹² See Newberg on Class Actions § 8:21; Manual for Complex Litig. §§ 21:311, 21:312.

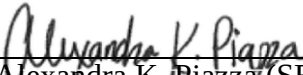
Event	Proposed Deadline
Response Deadline — deadline for Class Members to submit a Request for Exclusion, an objection, or a challenge to their Workweeks or PAGA Pay Periods	45 days after the Class Notice is mailed (plus an additional 14 days for any Class Member whose Notice is re-mailed) (Agreement ¶¶ 1.43, 7.4.4, 7.5–7.7)
Motion for Class Counsel Fees, Litigation Expenses, and Class Representative Service Payment	No later than 16 court days before the Final Approval Hearing (Agreement ¶¶ 3.2.1, 3.2.2)
Motion for Final Approval of Settlement	No later than 16 court days before the Final Approval Hearing (Agreement ¶ 9)
Final Approval Hearing	[Approximately 135 days following a Preliminary Approval Order]
New Venture funds the Gross Settlement Amount and employer payroll taxes	Within 14 days after the Effective Date (Agreement ¶¶ 3.1, 4.3)
Settlement Award checks mailed to Class Members and Aggrieved Employees	Within 14 days after New Venture funds the Gross Settlement Amount (Agreement ¶ 4.4)
Check-Cashing Period expires	180 days after the date Settlement Award checks are issued (Agreement ¶ 4.4.1)

IX. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this unopposed Motion for Preliminary Approval of the Class Action and PAGA Settlement, and enter an Order consistent with the proposed order submitted herewith.

Dated: September 23, 2026

Respectfully submitted,


 Alexandra K. Piazza (SBN 341678)
BERGER MONTAGUE PC
 8241 La Mesa Blvd, Suite A
 La Mesa, CA 91942
 Tel.: (215) 875-3063
 Fax: (215) 875-4620
 apiazza@bergermontague.com

Olivia S. Lanctot *pro hac vice* forthcoming

BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel.: (215) 875-3000
Fax: (215) 875-4620
olanctot@bergermontague.com

*Attorneys for Plaintiff and the Proposed
California Class and Aggrieved Employees*