Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Helene Mayer (SBN 332975)
LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs Alfonso Morales and Aliyah Williams

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ALFONSO MORALES, ALIYAH WILLIAMS, individually, and on behalf of other members of the general public similarly situated;

Plaintiffs,

vs.

CP KELCO U.S. INC., a Delaware corporation; J.M. HUBER MICROPOWDERS, INC., a California corporation; J.M. HUBER CORPORATION, a Georgia corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2023-00042644-CU-OE-CTL

Honorable Matthew C. Braner
Department C-60

CLASS ACTION

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Date:	October 30, 2026
Time:	9:00 a.m.
Department:	C-60
Complaint Filed:	October 2, 2023
FAC Filed:	September 9, 2024
SAC Filed:	October 29, 2024
Trial Date:	None Set

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

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

PLEASE TAKE NOTICE that on September 18, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard before the Honorable Matthew C. Braner in Department C-60 of the Superior Court of California for the County of San Diego, located at 330 W. Broadway, San Diego, CA, 92101, Plaintiffs Alfonso Morales ("Plaintiff Morales") and Aliyah Williams ("Plaintiff Williams") (together, "Plaintiffs" or "Class Representatives") will, and hereby do, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to the Declaration of Yasmin Hosseini in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiffs Alfonso Morales and Aliyah Williams as Class Representatives;
- Appointing Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Helene Mayer of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Class Notice"), attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving Simpluris Inc. as the Settlement Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

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

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel and Proposed Class Representatives in support thereof, as well as the pleadings and other records on file with the Court in these matters, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: October 8, 2026

LAWYERS *for* JUSTICE, PC

By: _____

Yasmin Hosseini

Attorneys for Plaintiffs Alfonso Morales and Aliyah Williams

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

TABLE OF CONTENTS

I. SUMMARY OF MOTION 1

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND 2

III. SUMMARY OF THE SETTLEMENT TERMS 4

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS 7

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT 8

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery. 8

B. The Settlement Is Fair, Reasonable, and Adequate. 10

C. The Settlement Is of Significant Value. 11

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE 11

A. The Class Is Ascertainable and Sufficiently Numerous. 12

B. The Class Members Share a Well-Defined Community of Interest. 12

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS' FEES AND COSTS 14

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE 16

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR 17

X. CLASS REPRESENTATIVE SERVICE AWARDS 18

XI. CONCLUSION 19

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

TABLE OF AUTHORITIES

Cases

7-Eleven Owners for Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135 8

Bartold v. Glendale Federal Bank (2000) 81 Cal.App.4th 816 12

Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp. (S.D.N.Y. 1979) 480 F.Supp. 1195.. 15

Capitol People First v. Department of Developmental Services (2007) 155 Cal.App.4th 676 ... 12, 13

Cartt v. Superior Court (1975) 50 Cal.App.3d 960 ..... 16, 17

Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43 15

City of Detroit v. Grinnell Corporation (2d Cir. 1974) 495 F.2d 448 7

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794 ..... 7, 8

Estrada v. Dr. Pepper/Seven-Up, Los Angeles County Superior Court, Case No. BC 262247 (May 2005) 16

Hicks v. Kaufman & Broad Home Corp. (2001) 89 Cal.App.4th 908 12

In re American Bank Note Holographics, Inc., Securities Litigation (S.D.N.Y. 2001) 127 F.Supp.2d 418 11

In re Ampicillin Antitrust Litigation (D. D.C. 1981) 526 F.Supp. 494 15

Ketchum v. Moses (2001) 24 Cal.4th 1122 15

Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116 11

Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480 15

Lealao v. Beneficial Cal., Inc. (2000) 82 Cal.App.4th 19 15

Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429 12

Mendoza v. United States (9th Cir. 1980) 623 F.2d 1338 16

Moore v. IKEA, Los Angeles Superior Court, Case No. BC 263646 (Sept. 2006) 16

Officers for Justice v. Civil Service Commission of City and County of San Francisco (9th Cir. 1982) 688 F.2d 615 7

Rose v. City of Hayward (1981) 126 Cal.App.3d 926 12

Sav-On Drug Stores, Inc. v. Superior Court (2004) 34 Cal.4th 319 ..... 12, 13

Vranken v. Atlantic Richfield Co. (N.D. Cal. 1995) 901 F.Supp. 294 18

Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224 8

Statutes

Cal. Code Civ. Proc. § 1781 16
Cal. Code Civ. Proc. § 1781(f) 7

Other Authorities

Conte & Newberg, Newberg on Class Actions § 11.25 (4th Ed.) 8
Conte & Newberg, Newberg on Class Actions § 11.47 (4th Ed.) 11
Conte & Newberg, Newberg on Class Actions § 14.03 (4th Ed.) 15
Conte & Newberg, Newberg on Class Actions § 8.21 (4th Ed.) 17
Conte & Newberg, Newberg on Class Actions § 8.29 (4th Ed.) 17
Manual for Complex Litigation § 21.311 (4th ed. 2007) 16
Manual for Complex Litigation § 21.312 (4th ed. 2007) 17

Rules

Fed. R. Civ. P. 23(c)(2) 17
Fed. R. Civ. P. 23(e) 16

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Alfonso Morales ("Plaintiff Morales") and Aliyah Williams ("Plaintiff Williams") (together, "Plaintiffs" or "Class Representatives") seek preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant CP Kelco U.S. Inc. ("Defendant"), on the other hand. Subject to approval by the Court, Plaintiffs and Defendant (collectively, the "Parties") have agreed to settle the lawsuits for a Gross Settlement Amount of $980,000.00.[1]

Plaintiffs also seek to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

> All current and former non-exempt employees who worked for Defendant CP Kelco U.S., Inc. in California at any time during the Class Period ("Class" or "Class Members").[2]

Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement ("Settlement Class Members") will receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Share")[3]. The net payment of each Settlement Class Member's Individual Settlement Share ("Individual Settlement Payment")[4] will be distributed to Settlement Class Members on a *pro rata* basis based upon his or her number of Workweeks (i.e., any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendant during the Class Period in California).[5] The Workweeks

[1] Settlement Agreement, attached as "**EXHIBIT 2"** to Declaration of Yasmin Hosseini ("Hosseini Decl."), ¶ 8(s). Defendant has represented that the Class Members have worked an estimated 44,000 Workweeks during the period October 2, 2019 to March 13, 2025, and that Aggrieved Employees have worked an estimated 10,465 pay periods during the period July 28, 2022 to March 13, 2025. Should the actual number of Workweeks worked by Class Members exceed more than 10% of this figure (i.e., if there are 48,400 or more Workweeks worked by March 13, 2025) or the pay periods worked by the Aggrieved Employees exceed more than 10% (i.e., if there are 11,512 or more total PAGA Pay Periods worked by March 13, 2025), then Plaintiffs may exercise the option to withdraw from the Settlement, and if that occurs the Settlement Agreement will be entirely void. However, the Parties may also agree to modify the terms of the Settlement Agreement based on the changed facts. *Id.*, ¶ 39.

[2] *Id*., ¶ 8(d). "Class Period" is defined as the period from October 2, 2019, to March 23, 2026. *Id*., ¶ 8(f).

[3] *Id*., ¶¶ 8(r) & 8(kk).

[4] *Id*., ¶ 8(q).

[5] *Id*., ¶¶ 8(r) & 8(ll).

will be calculated by the Settlement Administrator by using the Class Data and List furnished by the Defendant.[6]

The Settlement, upon final approval by the Court and Defendant's satisfaction of its funding obligations under the Settlement Agreement, will operate to resolve the Released Class Claims of Plaintiffs and Settlement Class Members and the Released PAGA Claims of the State of California and Aggrieved Employees.[7]

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Founded in 1929, Defendant CP Kelco U.S., Inc. is a nature-based ingredient solutions company headquartered in Atlanta, Georgia working with food, beverage, consumer, and industrial product manufacturers worldwide.

On October 2, 2023, Plaintiff Morales filed the Class Action Complaint for Damages against CP Kelco U.S., Inc.; J.M. Huber Micropowders, Inc.; and J.M. Huber Corporation in the Superior Court for the County of San Diego, thereby commencing the above-captioned lawsuit (the "Class Action").[8]

On July 28, 2023, Plaintiff Morales provided written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice").[9]

On October 2, 2023, Plaintiff Morales filed the Complaint for Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, Et Seq., thereby commencing the case entitled *Alfonso Morales v. CP Kelco U.S., Inc.*, Superior Court of California for the County of San Diego, Case No. 37-2023-00042891-CU-OE-CTL (the "PAGA Action").[10] The PAGA Action and Class Action are collectively referred to as the "Actions."

///

///

[6] Settlement Agreement, ¶ 8(c).
[7] *Id*., at ¶¶ 32 and 34. See *id*. at ¶ 8(dd) for the full scope of the "Released Class Claims" *id.* at ¶ 8(ee) for the full scope of the "Released PAGA Claims," and *id.* at ¶ 8(ff) for the definition of the "Released Parties."
[8] Hosseini Decl., ¶ 2.
[9] *Id.*, ¶ 3, Exh. 1.
[10] *Id.*, ¶ 4.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

On September 9, 2024, Plaintiff Morales filed a First Amended Class Action Complaint for Damages in the Class Action.[11] On October 31, 2024, Plaintiff Morales filed a Second Amended Class Action Complaint for Damages in the Class Action, adding Plaintiff Aliyah Williams as a named plaintiff.[12]

On March 24, 2026, Plaintiffs requested dismissal of J.M. Huber Micropowders, Inc. and J.M. Huber Corporation.[13]

Plaintiffs' core allegations are that Defendant has 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 Plaintiffs, Class Members, and Aggrieved 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 during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq*., and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.

The Parties have actively litigated the Actions since they were commenced on October 2, 2023. On March 13, 2025, the Parties participated in arm's-length and informed negotiations with Mediator Christopher E. Panetta, Esq. ("Mediator"), a respected mediator of labor and employment actions.[14] Although the mediation was unsuccessful, the Parties continued to engage in extensive Settlement negotiations to reach the Settlement described herein to resolve

[11] Hosseini Decl., ¶ 5.
[12] Ibid.
[13] *Id*., ¶ 6.
[14] *Id*., ¶ 23.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

the Actions in their entirety.[15]

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Gross Settlement Amount of $980,000.00 to resolve the Actions.[16] In recognition of the release agreements previously obtained by Defendant from Class Members, Defendant shall receive a credit of $315,000.00 toward the Gross Settlement Amount, resulting in a remaining payment obligation of $665,000.00.[17] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., $343,000.00, if the Gross Settlement Amount remains $980,000.00) and litigation costs and expenses in an amount not to exceed $50,000.00 ("Attorneys' Fees and Costs") to Class Counsel; (2) Settlement Administration Costs, which are currently estimated not to exceed $15,000.00 to the Settlement Administrator ("Settlement Administration Costs"); (3) PAGA Penalties of $90,000.00 ("PAGA Penalties"); and (4) payments in the amount of up to $10,000.00 each to Plaintiffs, for a total of $20,000.00 ("Service Awards").[18] The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement Administrator") to handle the notice and settlement administration process.[19]

The Parties have agreed that the Settlement Administrator will determine each Class Member's share of the available Net Settlement Amount ("Individual Settlement Share"), in accordance with the Settlement Agreement on a *pro rata* per Workweeks basis.[20] After Preliminary Approval, each Workweek during which a participating Class Member who did not execute a release or severance agreement ("Non-Released Workweek") shall be assigned three (3) Settlement Shares.[21] Each Workweek during which a participating Class Member executed a release or severance agreement ("Released Workweek") shall be assigned one (1) Settlement

[15] Settlement Agreement, ¶ 8(s).
[16] Ibid.
[17] Ibid.
[18] *Id*., ¶¶ 11(b) 12, 13, 14, & 15.
[19] *Id*., ¶ 8(ii).
[20] *Id*., ¶ 8(r).
[21] *Id*., ¶ 16(a)(i).

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

Share.[22] The Settlement Administrator shall divide the estimated Net Settlement Amount by the total Settlement Shares of all Class Members to determine the "Estimated Settlement Share Value," and shall multiply each Class Member's Settlement Shares by the Estimated Settlement Share Value to determine his or her estimated Individual Settlement Share.[23] After Final Approval, the Settlement Administrator shall calculate the final Settlement Shares for all Settlement Class Members using the same methodology and final Net Settlement Amount shall be divided by the total Settlement Shares of all Settlement Class Members to determine the "Final Settlement Share Value," and each Settlement Class Member's Settlement Shares shall be multiplied by the Final Settlement Share Value to determine his or her Individual Settlement Share.[24]

The Parties have agreed that the Settlement Administrator will determine each Aggrieved Employee's pro rata share of the 25% share of the PAGA Penalties, in accordance with the Settlement Agreement on a pro rata per PAGA Pay Periods basis.[25]

The Parties agree, for purposes of this Settlement, that Individual Settlement Shares will be allocated 10% to wages subject to withholdings and 90% to penalties, interest, and non-wage damages.[26] The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, and issue checks to Settlement Class Members for their Individual Settlement Payments net of these taxes and withholdings. Each Individual PAGA Payment will be allocated as 100% penalties and will not be subjected to withholdings.[27] Defendant will provide the funds for any employer-side taxes related to the Individual Settlement Shares separately and in addition to the Gross Settlement Amount.[28]

///

[22] Settlement Agreement, ¶ 16(a)(i).
[23] Ibid.
[24] *Id.*, ¶ 16(a)(ii).
[25] *Id.*, ¶ 8(y).
[26] *Id.*, ¶ 27.
[27] Ibid.
[28] Ibid.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

Individual Settlement Payment and Individual PAGA Payment checks will be negotiable for 180 calendar days from the date of their issuance, and thereafter shall be canceled.[29] Thereafter, funds from uncashed Individual Settlement Payment checks shall be transmitted to National Employment Law Project ("NELP") as a *cy pres* recipient pursuant to California Code of Civil Procedure 384.[30] The funds from uncashed Individual PAGA Payment checks shall be transmitted in the name of the applicable Aggrieved Employee to the California Controller's Unclaimed Property Fund.[31]

Any Class Member may request to be excluded from the Class Settlement by submitting a Request for Exclusion by email, mail or fax emailed, postmarked or fax-stamped on or before the date that is 45 calendar days from the date of the initial mailing of the Class Notice by the Settlement Administrator ("Response Deadline").[32] Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.[33]

Only Class Members who have not submitted a Request for Exclusion (i.e., Settlement Class Members) may object to the Class Settlement by submitting a Notice of Objection, to the Settlement Administrator prior to the Response Deadline.[34]

In order to dispute the number of Workweeks attributable to an individual Class Member and/or the classification of any Workweeks as Released Workweeks or Non-Released Workweeks, that Class Member must submit a written letter to the Settlement Administrator, and include copies of any supporting evidence they may have. Absent evidence rebutting the accuracy of Defendant's records or demonstrating that Defendant incorrectly identified Released Workweeks or Non-Released Workweeks, Defendant's records will be presumed correct and determinative of the dispute.[35] However, if a Class Member produces information

[29] Settlement Agreement, ¶ 21.
[30] Ibid.
[31] Ibid.
[32] *Id.*, ¶8 (hh).
[33] *Id.*, ¶ 21.
[34] *Id.*, ¶ 24.
[35] *Id.*, ¶ 20.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

and/or documents to the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member after providing copies to Class Counsel and Defendant's Counsel.[36] Defendant shall have the opportunity to submit information and supporting documentation from its business records regarding the disputed Workweeks and/or Settlement Share classification for the Settlement Administrator's consideration.[37] The Settlement Administrator will thereafter resolve and determine the number of eligible Workweeks and Settlement Shares that the disputing Class Member should be credited with under the Settlement.[38]

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

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

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any

[36] Settlement Agreement, ¶ 20.
[37] Ibid.
[38] Ibid.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

necessary hearing in court or in chambers, at the court's discretion. *Newberg,* § 11.25.

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk,* 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including "the strength of the Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give "proper deference to the private consensual decision of the parties." *Hanlon*, 150 F.3d at 1027 (citation omitted).

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

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.

The Parties have actively litigated the Actions since they commenced on October 2, 2023. Both sides investigated the veracity, strength, and scope of the claims throughout the cases, and Class Counsel was actively preparing the matters for class certification and trial.[39]

///

[39] Hosseini Decl., ¶ 23.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data from Plaintiffs, Defendant, and other sources.[40] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs' and other Class Members' employment records, privilege logs, a detailed sampling of Class Members' raw time and pay data, company policy acknowledgements, internal memoranda, job descriptions, new hire notification, Defendant's Employee Handbook, Defendant's operations and employment practices, forms (including but not limited to Defendant's Code of Drug and Alcohol and policies) among other information and documents.[41] Class Counsel had the opportunity to interview Plaintiffs and others to gather facts and to identify potential witnesses.[42] In addition, Class Counsel has extensive experience in California wage-and-hour class actions.[43]

The Parties engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Christopher E. Panetta, Esq., a well-respected mediator experienced in mediating labor and employment matters.[44] Prior to and during the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, including the risks of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and wage-and-hour enforcement; the evidence produced and analyzed; and the possibility of appeals.[45] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[46] Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their

[40] Hosseini Decl., ¶ 23.
[41] *Id.*, ¶ 24.
[42] Ibid.
[43] *Id.*, ¶¶ 17-21.
[44] *Id.*, ¶ 23.
[45] Ibid.
[46] Ibid.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

ability to prevail at certification and at trial.[47] After conducting investigations, formal and informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matters are well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation.[48]

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

The Settlement represents a fair, adequate, and reasonable resolution of the matters.[49] The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the formal and informal exchange of information.[50] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matters at issue.[51] Moreover, considering all of the facts and circumstances of the lawsuits, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[52]

Assuming that the Attorneys' Fees and Costs, Service Awards, PAGA Penalties, 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 $462,000.00.[53] Additionally, 25% of the PAGA Penalties (i.e., Individual PAGA Payments), which is $22,500.00 out of $90,000.00, will be distributed to the Aggrieved 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 Class Member's Individual Settlement Share and each Aggrieved Employee's Individual PAGA Payment will be calculated based on their Workweeks and/or PAGA Pay Periods during the Class Period and PAGA Period, respectively.[54] "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if

[47] Hosseini Decl., ¶¶ 26 & 27.
[48] Ibid.
[49] *Id.*, ¶ 28.
[50] *Id.*, ¶¶ 23 & 24.
[51] *Id.*, ¶ 27.
[52] *Id.*, ¶ 28.
[53] *Id.*, ¶ 8.
[54] Settlement Agreement, ¶¶ 16(a) & 6(b).

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

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 and/or PAGA Pay Periods actually employed by Defendant during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, Aggrieved Employees, and the State of California.[55] Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg,* §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. The Settlement Is of Significant Value.

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive formal and informal discovery and exchanged thousands of pages of documents, data, and information prior to mediation.[56] The information that Class Counsel obtained from Plaintiffs, Defendant, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.[57] As outlined in the Declaration of Yasmin Hosseini, Class Counsel performed an extensive analysis of each claim pursuant to *Kullar* prior to entering into the Settlement.[58]

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[59] California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or

[55] Hosseini Decl., ¶ 28.
[56] *Id*., ¶¶ 24-27.
[57] *Id*., ¶¶ 25 & 26.
[58] *Id*., ¶¶ 24 & 25.
[59] Settlement Agreement, ¶ 35.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

A. The Class Is Ascertainable and Sufficiently Numerous.

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*." *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. "A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 400 individuals, which is sufficiently numerous.[60] Further, all Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant's employment records regarding all current and former non-exempt employees who worked for Defendant CP Kelco U.S., Inc., in California during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

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

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class." *Sav-On*, *supra*, 34 Cal.4th at 326. "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." *Capitol People First v. Dep't of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts

[60] Hosseini Decl., ¶ 14.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

focus on the Defendant's internal policies and "pattern and practice . . . in order to assess whether that common behavior toward similarly situated Plaintiff renders class certification appropriate." *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Actions. Based on the documents and information obtained through formal and informal discovery and exchange of information in the cases, Plaintiffs contend that Class Members performed similar job duties and were subject to uniform operations and employment policies, practices, and procedures during the Class Period, including payroll and recordkeeping practices.[61] As a result, Plaintiffs claim that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue. Plaintiffs maintain that the outcome of this litigation would be determined by Defendant's alleged uniform operations and employment policies and procedures that applied across its current and former non-exempt employees who worked for Defendant CP Kelco U.S., Inc in California at any time Class Period.

As members of the Class who were subject to these same policies, practices, and procedures, Plaintiffs' claims are typical of the Class. Moreover, Plaintiffs have no interests adverse to the Class. Plaintiffs have taken steps to initiate and maintain these actions and to ensure that they come to a fair and reasonable resolution.[62] Importantly, Plaintiffs have retained a law firm well-versed in wage and hour class actions, which has at all times represented the best interests of Plaintiffs and the Class.[63]

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

///

///

[61] Hosseini Decl., ¶ 15.

[62] Declaration of Alfonso Morales in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Morales Decl."), ¶¶ 2-5; Declaration of Aliyah Williams in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Williams Decl."), ¶¶ 2-5.

[63] Hosseini Decl., ¶¶ 17-21.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS' FEES AND COSTS

Class Counsel has litigated the matters for over 2 years and was actively preparing the matters for class certification and trial.[64] The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed thousands of pages of documents and data[65] and also interviewed and obtained information from Plaintiffs and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings and the production of documents and data prior to mediation.[66] Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.[67]

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[68]

The Settlement establishes a Gross Settlement Amount of $980,000.00, and provides for Class Counsel to apply to the Court for of attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., $343,000.00, if the Gross Settlement Amount remains $980,000.00) and reimbursement of actual costs and expenses in an amount up to $50,000.00.[69] The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigations, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, Aggrieved Employees, and the State of California, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to these matters. The proposed Class Notice provides Class Members notice that an award of the Attorneys' Fees and Costs will be sought, and the amount

[64] Hosseini Decl., ¶ 23.
[65] *Id.*, ¶¶ 24 & 25.
[66] Ibid.
[67] *Id.*, ¶ 23.
[68] *Id.*, ¶¶ 17-21.
[69] Settlement Agreement, ¶ 12.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

allocated toward the Attorneys' Fees and Costs by the Settlement.[70]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50.

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

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg,* § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower

[70] Settlement Agreement, Exh. A.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[71]

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiffs' Motion for Final Approval of the Settlement and application for the Attorneys' Fees and Costs at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement are well within the range of reasonableness for preliminary approval.

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

"Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and procedures to submit an objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks, and the date and time set for the Final Approval Hearing.[72] The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.[73] The proposed Class Notice recognizes that the Court has not yet granted final approval of the

[71] Hosseini Decl., ¶ 9.
[72] Settlement Agreement, Exh. A.
[73] Ibid.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

settlement.[74] The proposed Class Notice also apprises the Class Members and Aggrieved Employees of, *inter alia*, how their Individual Settlement Share and if applicable, their Individual PAGA Payment are calculated and the number of Workweeks and/or PAGA Pay Periods credited to them and the classification of the Workweeks credited to them.[75] The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg,* at § 8.39.

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

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR

The Parties have selected Simpluris, Inc. as the Settlement Administrator. Within ten (10) business days of receipt of the Class Data and List, the Settlement Administrator will perform an NCOA check and will mail the Class Notice to each Class Member and Aggrieved Employee.[76] The Settlement Administrator will skip-trace returned Class Notices and re-mail the Class Notices to the new addresses within five (5) calendar days.[77] In the case of a re-mailed Class Notice, the Response Deadline for that Class Member shall be extended 15 calendar days.[78] The Settlement Administrator will receive and process Requests for Exclusion, Notices of Objection, and any challenges to Workweeks.[79] In addition, the Settlement Administrator will be responsible for printing, distributing, and tracking the Class Notice and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement

[74] Settlement Agreement, Exh. A.
[75] Ibid.
[76] *Id*., ¶ 19(a).
[77] *Id*., ¶ 19(b).
[78] *Id*., ¶ 8(hh).
[79] *Id*., ¶ 22.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

and as requested by the Parties.[80] The Settlement Administration Costs are currently estimated to be $15,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.[81] Accordingly, Plaintiffs respectfully request that the Court appoint Simpluris, Inc. as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members and Aggrieved Employees in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. CLASS REPRESENTATIVE SERVICE AWARDS

Plaintiffs respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Service Awards in an amount up to $10,000.00 each, for a total of $20,000.00.[82] It is within the Court's discretion to award payment to a Class Representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make Service Awards include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id*.

The Service Awards are fair and appropriate. Plaintiffs spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.[83] Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.[84] Accordingly, it is appropriate and just for Plaintiffs to receive $10,000.00 each for their services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to their Individual Settlement Payments

[80] Settlement Agreement, ¶ 14.
[81] Ibid.
[82] *Id.*, ¶ 13.
[83] Hosseini Decl., ¶ 10; Morales Decl., ¶¶ 3 & 4; & Williams Decl., ¶¶ 3 & 4.
[84] Hosseini Decl., ¶ 10; Morales Decl., ¶¶ 2-5; & Williams Decl., ¶ 2-5.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

and/or Individual PAGA Payments.

XI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminarily appoint and designate Lawyers *for* Justice, PC as Class Counsel; appoint Plaintiffs Alfonso Morales and Aliyah Williams as Class Representatives; appoint Simpluris, Inc. as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Costs, Service Awards, PAGA Penalties, and Settlement Administration Costs; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately 6 months.

Dated: October 8, 2026

LAWYERS *for* JUSTICE, PC

By: 

Yasmin Hosseini
Attorneys for Plaintiffs Alfonso Morales and Aliyah Williams

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203