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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF KERN**

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| NATALIE CASILLAS, individually, and on behalf of other members of the general public similarly situated,<br><br>Plaintiff,<br><br>v.<br><br>VITA-PAKT CITRUS PRODUCTS CO., a California corporation; VITA-PAKT, INC., a California corporation; and DOES 1 through 100, inclusive,<br><br>Defendants. | Case No.: BCV-23-102461<br>[Consolidated with Case No. BCV-23 103292]<br><br>Assigned for All Purposes to:<br>Honorable T. Mark Smith<br>Department T2<br><br>**<u>CLASS ACTION</u>**<br><br>**NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF NOTICE PACKET, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**<br><br>[Declaration of Proposed Class Counsel (Douglas Han); and [Proposed] Order filed concurrently herewith]<br><br>Hearing Date: August 26, 2025<br>Hearing Time: 8:30 a.m.<br>Hearing Place: Department T2<br><br>Complaint Filed: July 28, 2023 |

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| | Trial Date: None Set |
| NATALIE CASILLAS, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"),<br><br>Plaintiff,<br><br>v.<br><br>VITA-PAKT CITRUS PRODUCTS CO., a California stock corporation; VITA-PAKT, INC., a California stock corporation; and DOES 1 through 100, inclusive,<br><br>Defendants. | Case No. BCV-23-103292<br>[Consolidated with Case No. BCV-23-102461]<br><br>Complaint Filed: October 3, 2023<br>Trial Date: None Set |

**PLEASE TAKE NOTICE** that on August 26, 2025 at 8:30 a.m., or as soon as the matter may be heard, before the Honorable T. Mark Smith in Department T2 of the Kern County Superior Court located at 3131 Arrow Street, Bakersfield, California 93308, Plaintiff Natalie Casillas ("Plaintiff") will and hereby does move for an order:

- Granting Preliminary Approval of the class action settlement described herein and as set forth in the Joint Stipulation and Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"), attached as **Exhibit 2** to the Declaration of Douglas Han, including, and not limited to, the means of allocation and distribution of funds;
- Approving the Notice of Class Action Settlement and Claim Form ("Notice Packet") attached as **Exhibit A** and **Exhibit B** to the Agreement respectively;
- Directing the mailing of the Notice Packet with a postage-paid return envelope to the Class;
- Approving the proposed deadlines for the claims administration process;
- Conditionally certifying the Class for settlement purposes only;
- Appointing Justice Law Corporation as Class Counsel;
- Approving ILYM Group, Inc. as the Administrator;
- Appointing Plaintiff as the class representative; and
- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Attorneys' Fees and Costs, Class Representative Service Payment, Administration Costs, and approval of the allocation of the Private Attorney General Act of 2004 ("PAGA") Penalties.

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This motion is based upon the following memorandum of points and authorities; Declaration of Proposed Class Counsel (Douglas Han); [Proposed] Order filed concurrently with this motion; pleadings and other records on file with the Court in this matter; and such documentary evidence and oral argument as may be presented at the hearing.

Dated: July 22, 2025

**JUSTICE LAW CORPORATION**

By: ______________________

Douglas Han

*Attorney for* Plaintiff

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## I. INTRODUCTION

This motion seeks preliminary approval of a reversionary proposed wage-and-hour class action settlement by Plaintiff on behalf of herself and all current and former hourly-paid or nonexempt employees who worked for Defendant Vita-Pakt Citrus Products Co. either directly, or those who were placed to work for Defendant Vita-Pakt Citrus Products Co. by Randstad Inhouse Services, LLC within the State of California at any time during the period from July 28, 2022, through July 18, 2025 ("Class," "Class Members," and "Class Period"). At the time of this filing, the number of Class Members is estimated to be seven hundred fourteen (714), which was confirmed by Defendants Vita-Pakt Citrus Products Co. and Vita-Pakt, Inc. ("Defendant"). (Declaration of Douglas Han In Support of Motion for Preliminary Approval of Class Action Settlement ("Han Decl."), ¶¶ 8, 9.)

## II. BACKGROUND

On July 28, 2023, Giovanny Cervantes filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Kern, alleging eight (8) causes of action (Case No. BCV-23-102461). (Han Decl., *supra*, at ¶ 10.)

On July 28, 2023, Giovanny Cervantes provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant. (Han Decl., *supra*, at ¶ 11; Exhibit 3.) On October 3, 2023, Giovanny Cervantes filed a representative PAGA action in the Superior Court of California, County of Kern (Case No. BCV-23-103292). (*Id.* at ¶ 12; Exhibit 4.)

On April 3, 2024, pursuant to a joint stipulation, the class action causes of action were dismissed, and both lawsuits were consolidated with the wage-and-hour class action lawsuit (Case No. BCV-23-102461) designated as the lead case. (Han Decl., *supra*, at ¶ 13.)

After engaging in discovery, investigations, and negotiation, on July 15, 2024, the Parties attended mediation with the mediator David Phillips but were unable to negotiate a settlement at the time. (Han Decl., *supra*, at ¶ 14.)

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On November 6, 2024, Giovanny Cervantes provided an amended written notice to the LWDA and Defendant to add Plaintiff as a named representative. (Han Decl., *supra*, at ¶ 15; Exhibit 5.) On February 25, 2025, Giovanny Cervantes and Plaintiff provided a second amended written notice to the LWDA and Defendant to identify extra employers. (*Id.* at ¶ 16; Exhibit 6.)

After continuing negotiations with the mediator's assistance, on May 19, 2025, the Parties eventually negotiated a tentative settlement. (Han Decl., *supra*, at ¶ 17.)

Pursuant to the settlement, the Parties stipulated that Plaintiff filed a First Amended Complaint: (1) re-adding the class action causes of action that were dismissed; (2) adjusting the "aggrieved employees" definition; and (3) replacing Giovanny Cervantes with Plaintiff as the named plaintiff. (Han Decl., *supra*, at ¶ 18.)

## III. INVESTIGATION/ LITIGATION HISTORY

### a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions

After initiating this matter, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 20.) Plaintiff drafted and propounded form interrogatories, special interrogatories, requests for admission, and requests for production of documents. (*Ibid.*) The Parties then met and conferred and agreed to engage in an informal exchange of information and attended mediation. (*Ibid.*)

Defendant produced documents relating to the policies, practices, and procedures. (Han Decl., *supra*, at ¶ 21.) Plaintiff also reviewed time records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Furthermore, Putative class members were located and interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day violations taking place. (*Ibid.*)

Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failed to factor non-discretionary bonuses into employees' regular rate of pay; (4) failed to reimburse employees for necessary business expenses; (5) issued noncompliant wage statements; and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 23-30.)

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### b. The Parties Were Able to Reach an Agreement

#### i. The Parties Attended Mediation Which Led to the Settlement

The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 31.) While the Parties did not settle at mediation, continued negotiations resulted in a settlement, and the terms were memorialized in the Settlement Agreement. (*Id.* at ¶ 31; Exhibits 2, 7.)

#### ii. The Settlement Was Reached Through Arm's-Length Negotiations

The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 34.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

Plaintiff and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶ 35.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the foregoing, Plaintiff and Class Counsel believe that the Settlement is a fair, adequate, and reasonable settlement and is in the best interests of Class Members. (*Ibid.*)

#### iii. The Settlement Is the Result of Thorough Investigation and Discovery

The Parties investigated and evaluated the strengths and weaknesses of the claims and defenses before reaching the Settlement and engaged in research and discovery to support the Settlement. (Han Decl., *supra*, at ¶ 36.) The Settlement was only possible following investigation and evaluation of the relevant policies and practices, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has reached the stage where the Parties understand "the strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best possible recovery" sufficient to support the reasonableness, adequacy, and fairness of the Settlement. (Han Decl., *supra*, at ¶ 36; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

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### c. Terms of the Settlement

#### i. Deductions from the Settlement

The Parties agreed that this matter be settled and compromised for the reversionary sum of $450,000 ("Gross Settlement Amount") that includes: (1) attorneys' fees up to $157,500 (35% of the Gross Settlement Amount); (2) attorneys' costs up to $25,000; (3) Class Representative Service Payment up to $10,000; (4) Administration Costs up to $15,000; and (5) PAGA Penalties up to $30,000. (Han Decl., *supra*, at ¶ 32.)

#### ii. Calculating Settlement Payments

Assuming that all the requested payments are approved and paid in the full amounts requested, the Net Settlement Amount is estimated to be $212,500. (Han Decl., *supra*, at ¶ 33.) The amount to be distributed to the Claimants will equal at least fifty percent (50%) of the Net Settlement Amount. (*Ibid.*) Any unclaimed amount above fifty percent (50%) of the Net Settlement Amount will remain the exclusive property of Defendant. (*Ibid.*)

Claimants will receive a proportionate share of the Net Settlement Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 31; Exhibit 2, *supra*, at § IV(8).) If the total Individual Settlement Payments to the Claimants equals less than fifty percent (50%) of the Net Settlement Amount, the Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that the total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount. (*Ibid.*) All the Individual Settlement Payments will be allocated ten percent (10%) as wages and ninety percent (90%) as interest and penalties. (*Id.* at § IV(9).)

The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 31; Exhibit 2, *supra*, at § IV(6).) Aggrieved Employees' portion of the PAGA Penalties will be allocated as one hundred percent (100%) penalties. (*Id.* at § IV(9).)

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**iii. Notice to the Class**

Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class Data(s) to the Administrator. (Han Decl., *supra*, at ¶ 31; Exhibit 2, *supra*, at § IV(15).) Within fourteen (14) calendar days of receiving the Class Data(s), the Administrator will mail a Notice Packet with a translation to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available. (*Id.* at § IV(17).)

**iv. Distribution of Funds**

The Gross Settlement Amount will be funded pursuant to the manner and timeline set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 31; Exhibit 2, *supra*, at §§ IV(1), IV(2).) The uncashed settlement checks will be transmitted to California Controller's Unclaimed Property Fund in the name of the Claimant. (*Id.* at § IV(12).)

**v. Release of Claims**

Effective on the date when Defendant funds the entire Gross Settlement Amount, less any unclaimed funds from the Net Settlement Amount, and funds all employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments, all the Settlement Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and do forever release, discharge, and agree to hold harmless the Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 31; Exhibit 2, *supra*, at § IV(14)(b).)

Effective on the date when Defendant funds the entire Gross Settlement Amount, less any unclaimed funds from the Net Settlement Amount, and funds all employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments, all the Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. (Han Decl., *supra*, at ¶ 31; Exhibit 2, *supra*, at § IV(14)(c).)

Effective on the date when Defendant funds the entire Gross Settlement Amount, less any unclaimed funds from the Net Settlement Amount, and funds all employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and does forever generally release, discharge, and agree to hold harmless the Released Parties from the Plaintiff's Release. (Han Decl., *supra*, at ¶ 31; Exhibit 2, *supra*, at § IV(14)(a).) Plaintiff also expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

With regards to class action releases, """[A] court may release not only those claims alleged in the complaint and before the court, but also claims which 'could have been alleged by reason of or in connection with any matter or fact set forth or referred to in' the complaint.""" (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case are acceptable because they are limited to the scope of the allegations in the operative complaints. Moreover, the released claims are """based on *the identical factual predicate* as that underlying the claims in the settled class action.""" (*Ibid.*) In other words, the released claims do not """go beyond the scope of the allegations in the operative complaint … .""" (*Ibid.*)

**d. Counsel for Both Parties Are Experienced in Similar Litigation**

The Parties' counsel are experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and viability of the defenses. (*Ibid.*) This experience instructed Class Counsel on the risks and uncertainties of further litigation and guided their determination to endorse the Settlement.[1] (*Ibid.*)

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[1] The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Notice Packet has been provided to the Class Members, and the Class Members have had an

## IV. ARGUMENT

### a. Class Action Settlements Are Subject to Court Review

Rules of Court, rule 3.769 requires court approval for class action settlements.[2] "Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement." (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary approval of class settlements:

> (a) A settlement or compromise of an entire class action, or a cause of action in a class action, or as to a party, requires the approval of the court after hearing.
>
> . . .
>
> (b) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.

Courts have discretion to approve settlements that are fair, not collusive, and consider "'all the normal perils of litigation as well as the additional uncertainties inherent in complex class actions.'" (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass'n* (1981) 452 U.S. 905.)

### b. The Settlement Is a Reasonable Compromise of Claims

An understanding of the amount in controversy is an important factor in whether the settlement "of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.) The most important factor in this regard is '"the strength of the case for

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opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval of Class Action Settlement.

[2] The California Supreme Court has also authorized California's trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties cite Federal Rule 23 and federal case law in addition to California law.

plaintiffs on the merits, balanced against the amount offered in settlement."' (*Kullar v. Foot Locker Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 130; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186 Cal.App.4th at p. 409.)

*Kullar's* instructions to the court is not to "decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys." (*Kullar v. Foot Locker Retail, Inc., supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum amount the class could recover if plaintiff prevailed on all his claims, provided there is a record that allows "'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*, *supra*, 186 Cal.App.4th at p. 409.) "[A]s the court does when it approves a settlement as in good faith under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is within the 'ballpark' of reasonableness." (*Kullar*, at p. 133.)

**i. The Settlement Amount of $450,000 Is Fair and Reasonable**

The Settlement Agreement was only possible following significant investigation and evaluation of the relevant policies and procedures, as well as the data produced, as referenced in Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 36.)

The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions Code section 17200. (Han Decl., *supra*, at ¶ 37.) Defendant vehemently denies the theories of liability. (*Id.* at ¶ 38.)

While Plaintiff believes that the case is suitable for certification, uncertainties with respect to certification are always present. (Han Decl., *supra*, at ¶ 39.) As the California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*

*Stores, Inc.* have reached different conclusions concerning certification of wage-and-hour claims.[3] (Han Decl., *supra*, at ¶ 39.) The calculations for potential damages were discounted.

**ii. The PAGA Penalties of $30,000 Is Reasonable**

The provisions of the Labor Code potentially triggering PAGA penalties in this case include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. (Han Decl., *supra*, at ¶ 48.) Defendant asserted that, regardless of the results of the underlying causes of action, PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained that it had a strong argument it would be unjust to award maximum PAGA penalties given the law's current unsettled state. (Han Decl., *supra*, at ¶ 48; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) Furthermore, Defendant argued against stacking of the PAGA penalties and denied any amounts to be owed whatsoever. Without stacking and limited to the initial violation, the PAGA penalties would be limited to about **$71,400** (714 employees x $100 penalty for initial violation) on the low end and **$428,400** (714 employees x $100 penalty for initial violation x 6 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 49-51.)

Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 52.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Allocating $30,000 to PAGA civil penalties was reasonable given that Defendant is also paying an additional $420,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in

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[3] (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification of class claiming misclassification and ordering summary adjudication in favor of employees], review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc*. (2006) 141 Cal.App.4th 1422 [affirming denial of certification].)

good faith and "there is no indication that [the] amount was the result of self-interest at the expense of other Class Members," such amounts are reasonable.[4] (Han Decl., *supra*, at ¶ 52.)

Considering the defenses, supporting evidence, and position that the case is not suitable for class treatment, the Settlement Agreement is reasonable, adequate, and fair.

**c. Discount Analysis Justifies the Settlement**

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **$5,372,497.01** on the low end and around **$5,559,287.96** on the high end. (Han Decl., *supra*, at ¶ 53.)

| Category | Potential Exposure | Certification Risk | Merits Risk | Realistic Exposure |
|---|---|---|---|---|
| Rest Break Premiums | $403,573.40 | 75% | 65% | $35,312.67 |
| Meal Break Premiums | $357,690.38 | 65% | 65% | $43,817.07 |
| Overtime/Minimum Wage: Off-the-Clock Work | $373,581.90 to $560,372.85 | 55% | 55% | $75,650.33 to $113,475.50 |
| Regular Rate | $1,310.53 | 45% | 55% | $324.36 |
| Unreimbursed Business Expenses | $259,380 | 35% | 75% | $42,149.25 |
| Wage Statement Penalty | $1,963,500 | 65% | 65% | $240,528.75 |
| Waiting Time Penalty | $2,013,460.80 | 65% | 65% | $246,648.95 |
| **MAXIMUM TOTAL EXPOSURE** | **$5,372,497.01** to **$5,559,287.96**[5] | | | **$684,431.38** to **$722,256.55**[6] |

The realistic recovery for this case is about **$684,431.38** on the low end and **$722,256.55** on the high end. (Han Decl., *supra*, at ¶ 61.) The Gross Settlement Amount is about eight percent (8.09%) of the maximum potential exposure and around sixty-two percent (62.30%) of the maximum realistic exposure at trial, which is a reasonable settlement. (*Ibid.*)

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[4] (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, "[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims".)

[5] (Han Decl., *supra*, at ¶¶ 40-47.)

[6] (*Id.* at ¶¶ 54-60.)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1242, "[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators".) This settlement is in line with the realistic exposure if Plaintiff prevailed at trial and provides a significant recovery for the Class.

**d. Conditional Certification of the Class Is Appropriate**

Code of Civil Procedure section 382 "authorizes class actions 'when the question is one of a common or 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*, *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." (*Ibid.*)

The Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any questions affecting any individual Class Member. (Han Decl., *supra*, at ¶ 62.) Plaintiff contends that her claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect the interests of the Class. (*Ibid.*) Plaintiff asserts that the prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

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#### i. The Proposed 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.)

This case involves approximately seven hundred fourteen (714) Class Members, meaning that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 63.) The Class Members can and will be identified by Defendant's employment records regarding hourly-paid, non-exempt persons employed during the Class Period that will be provided to the Administrator. (*Ibid.*)

#### ii. 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 representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." (*Capitol People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original).) Courts focus on the defendant's internal policies and "pattern and practice … in order to assess whether that common behavior toward similarly situated plaintiffs renders class certification appropriate." (*Ibid.*) The application of each of these factors is discussed below.

##### 1. Common Issues Predominate

The "common issues" requirement "involves analysis of whether the proponent's 'theory of recovery' is likely to prove compatible with class treatment." (*Capitol People First v. Department of Developmental Services*, *supra*, 155 Cal.App.4th at p. 690.) In other words, courts determine whether the elements necessary to establish liability are susceptible to common proof, even if the class members must individually prove their damages. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.* (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court certified class of dancers on state law claims].)

Plaintiff asserts common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 64.) Plaintiff contends that all Class Members were subject to the same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

**2. Plaintiff's Claims Are Typical of the Class Claims**

Typical claims rely on legal theories and facts that are substantially like those of other class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Plaintiff is a former employee of Randstad Inhouse Services, LLC and alleges that she and Class Members were employed by or placed to work at the same company and injured by the common policies and practices related to the claims described above. (Han Decl., *supra*, at ¶ 65.) Plaintiff seeks relief for these claims and derivative claims on behalf of the Class. (*Ibid.*) Thus, Plaintiff alleges the claims arise from the same employment practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

**3. Plaintiff Is Adequate to Represent the Class**

Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 66.) Plaintiff conducted herself diligently and responsibly in representing the Class, understands the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Furthermore, Plaintiff has no interest averse to the interests of the other Class Members. (*Ibid.*)

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### 4. Class Action Is Superior for the Fair and Efficient Adjudication of this Controversy

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Plaintiff contends that the joinder of all Class Members is impractical and that class treatment will permit many similarly situated persons to prosecute their common claims for settlement purposes simultaneously in a single forum without the duplication of effort and expense that numerous individual actions would necessitate. Because several Class Members are also current employees, Plaintiff believes that fear of retaliation further supports the superiority of class-wide relief as this fear often discourages current employees from seeking legal redress.

### e. The Settlement Is Fair, Reasonable, and Adequate

In deciding whether to approve a proposed class action settlement under Code of Civil Procedure section 382, the Court must find a proposed settlement is "fair, adequate and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement is presumed fair under the following circumstances: (1) parties reached settlement after arm's-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors is small. (*Id.* at p. 1802.) All these elements are present herein.

### f. Notice to the Class Complies with Rules of Court, Rule 3.769(f)

Rules of Court, rule 3.769(f), provides:

> If the court has certified the action as a class action, notice of the final approval hearing must be given to class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.

The Notice Packet will provide: (1) information regarding the nature of this Action; (2) summary of the principal terms of the Agreement; (3) Class definition; (4) total number of Workweeks each Class Member worked for Defendant during the Class Period; (4) each Class Member's estimated settlement payment, their estimated proportional share of the PAGA

Penalties, and formula for calculating their settlement payment; (6) dates of the Class Period and PAGA Period; (7) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding Workweeks; (8) requirements relating to, and deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection, and written disputes regarding Workweeks; (9) claims to be released; and (10) date and time of the Final Approval Hearing. (Han Decl., *supra*, at ¶ 73.) The Notice Packet will include the Claim Form that will provide pertinent information. (*Id.* at ¶ 74.)

## V. CONCLUSION

Plaintiff submits that the Settlement is in the best interests of the Class. Plaintiff also submits that the Settlement should be preliminarily approved by the Court, Class should be conditionally certified for settlement purposes, and Notice Packet should be approved.

Dated: July 22, 2025

**JUSTICE LAW CORPORATION**

By: D. Han

Douglas Han
*Attorney for* Plaintiff

**PROOF OF SERVICE**
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On July 22, 2025, I served the foregoing document described as

**NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF NOTICE PACKET, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

| | |
|---|---|
| for the following case: | **Cervantes v. Vita-Pakt Citrus Products Co., et al.** |
| LWDA/Court Case No.: | **LWDA Case No.: CM- 971423-23** |
| | **Court Case No.: BCV-23-102461** |
| | **Kern County Superior Court** |

on interested parties in this action by electronically submitting as follows:
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

**[X] BY ELECTRONIC SUBMISSION**
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 22, 2025, at Pasadena, California.

Jessica Torrez