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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

SARAH DULFER, an individual, on
behalf of herself and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

WEST COAST SELF-STORAGE
GROUP, LLC, a Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **30-2023-01359316-CU-OE-CXC**

**AMENDED MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: October 19, 2026
Hearing Time: 1:30 p.m.
Reservation No. 74901831

Judge: Hon. David A. Hoffer
Dept.: CX103

Action Filed: November 3, 2023
Trial Date: Not Set

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1 **I. INTRODUCTION**

2 Plaintiff Sara Duffer (“Plaintiff”) respectfully submits this memorandum in support of the
3 unopposed motion for preliminary approval of the proposed class action settlement with Defendant
4 West Coast Self-Storage Group, LLC (“Defendant”) pursuant to California Rules of Court, rules 3.764
5 and 3.769, and seeks entry of an order: (1) preliminarily approving the proposed settlement of this class
6 action with Defendant; (2) for settlement purposes only, conditionally certifying the Class, which is
7 comprised of “all individuals who are or previously were employed by Defendant who were classified
8 as non-exempt in the State of California at any time during the Class Period”, which is November 3,
9 2019 through April 26, 2025; (3) provisionally appointing Plaintiff as the representative of the Class;
10 (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5)
11 approving the form and method for providing class-wide notice; (6) directing that notice of the proposed
12 settlement be given to the class; (7) appointing Apex Class Action LLC as Administrator; and
13 (8) scheduling a final approval hearing date proposed for March 15, 2027 to consider Plaintiff’s motion
14 for final approval of the settlement and for approval of attorneys’ fees and expenses. Plaintiff and
15 Defendant (collectively the “Parties”) have reached a full and final settlement of the above-captioned
16 action (“Action”), which is embodied in the Class Action and PAGA Settlement Agreement
17 (“Agreement”) filed concurrently with the Court.¹ A copy of the fully executed Agreement is attached
18 as Exhibit #1 to the Declaration of Kyle Nordrehaug (“Decl. Nordrehaug”), served and filed herewith.
19 The form of the Agreement is based upon the Los Angeles County Superior Court model form for a
20 class and PAGA settlement.

21 As consideration for this Settlement, the Gross Settlement Amount is Three Hundred
22 Twenty-Five Thousand Dollars (\$325,000) (the “Gross Settlement Amount”) to be paid by Defendant,
23 as set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action
24 between the Parties and will be made in full and final settlement of the Released Class Claims in
25 exchange for the payments to Participating Class Members from the Net Settlement Amount, and
26 includes (a) the costs of administration of the settlement, (b) all attorneys’ fees and costs, (c) the Class
27

28 ¹ Capitalized terms shall have the same meaning as defined in the Agreement.

Representative Service Payment, and (d) the PAGA Penalties payment allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) Decl. Nordrehaug at ¶3. The following is a table of the key financial terms of the Settlement and the proposed deductions:

\$325,000 (Gross Settlement Amount)

- \$15,000 (Plaintiff's proposed service awards - not to exceed \$10,000 each)
- \$28,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- \$108,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- \$5,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- \$7,200 (Administration Expenses Payment - not to exceed amount)

\$169,467 (Net Settlement Amount)

Based upon 150 Class Members who collectively worked 6,653 Workweeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of approximately \$2,166 per Class Member and \$48 per Workweek and after deductions the Net Settlement Amount provides an average recovery of approximately \$1,129.78 per Class Member and a recovery of \$25.47 per Workweek. Decl. Nordrehaug at ¶6.

On February 26, 2025, the Parties participated in an all-day mediation session presided over by Tagore Subramaniam, a respected and experienced mediator of wage and hour class actions. Following the mediation, the Parties agreed on the basic terms of a settlement pursuant to a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. Decl. Nordrehaug at ¶5. The Settlement is fair, reasonable and adequate, and should be preliminarily approved because there is a substantial monetary payment, and there are significant litigation and class-certification risks. Therefore, Plaintiff respectfully requests that this Court grant preliminary approval of the Agreement and enter the proposed order submitted herewith.

II. DESCRIPTION OF THE SETTLEMENT

The Gross Settlement Amount is Three Hundred Twenty-Five Thousand Dollars (\$325,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion

1 to Defendant. (Agreement at ¶ 3.1.) Decl. Nordrehaug at ¶15.

2 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary
3 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later
4 than 21 calendar days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual
5 Class Payments to Participating Class Members along with the other Court-approved distributions shall
6 be made by the Administrator fourteen (14) days after the Effective Date. (Agreement at ¶ 5.1.) Decl.
7 Nordrehaug at ¶16.

8 The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
9 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
10 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
11 Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class
12 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement
13 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
14 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
15 Class Members during the Class Period and (b) multiplying the result by each Participating Class
16 Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's
17 records, however, Class Members can challenge their number of Workweeks. Decl. Nordrehaug at ¶17.

18 Class Members may choose to opt-out of the Settlement by following the directions in the Class
19 Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed
20 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
21 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who
22 submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain
23 subject to the release of the Released PAGA Claims regardless of their request for exclusion.
24 (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their right
25 to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)
26 Decl. Nordrehaug at ¶18.

27 A Participating Class Member must cash his or her Individual Class Payment check within 180
28 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will

1 be voided and any funds represented by such checks to a Court-approved nonprofit organization or
2 foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"), proposed to
3 be the Children's Advocacy Institute. The Parties, Class Counsel and Defense Counsel represent that
4 they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
5 (Agreement at ¶ 5.4.) Decl. Nordrehaug at ¶19.

6 Subject to Court approval, the Parties have agreed on Apex Class Action LLC to administer the
7 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid for
8 settlement administration in an amount not to exceed \$7,200. (Agreement at ¶ 3.2(c).) Decl.
9 Nordrehaug at ¶20. A declaration from Apex Class Action as to their qualifications and their estimate
10 for this settlement is submitted herewith.

11 Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not
12 to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
13 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
14 Litigation Expenses Payment in an amount not to exceed \$28,000. (Agreement at ¶ 3.2(b).) Subject
15 to Court approval, the Agreement provides for a payment of no more than \$15,000 to the Plaintiff as
16 her Class Representative Service Payment. (Agreement at ¶ 3.2(a).) Decl. Nordrehaug at ¶21.

17 Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount
18 for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698,
19 *et seq.* ("PAGA"). The PAGA Penalties are \$5,000. (Agreement at ¶ 3.2(d).) Pursuant to the express
20 requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% shall be
21 allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties
22 and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees
23 based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the
24 accompany proof of service, the LWDA has been served with this motion and the Agreement. Decl.
25 Nordrehaug at ¶22.

26 **III. CASE BACKGROUND**

27 The description of the case and claims, along with the procedural history is set forth in the
28 Declaration of Kyle Nordrehaug at ¶¶ 7-14. The Parties engaged in thorough investigation and the

1 exchange of documents and information in connection with the Action over more than two years which
2 permitted Class Counsel to perform a thorough analysis of the claims. Decl. Nordrehaug, ¶¶ 10 and 14.
3 The Parties participated in mediation on February 26, 2025 with Tagore Subramaniam, which after
4 arms' length negotiations before and after the mediation, resulted in this Settlement. Decl. Nordrehaug,
5 ¶12.

6 **IV. THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT TO**
7 **GRANT PRELIMINARY APPROVAL**

8 California "[p]ublic policy generally favors the compromise of complex class action litigation."
9 *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 581 (2010) quoting *Cellphone Termination Fee*
10 *Cases*, 180 Cal.App.4th 1110, 1117-18 (2009). Class action settlements are approved where the
11 proposed settlement is "fair, adequate and reasonable." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
12 1801 (1996) (citing *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), cert.
13 denied, 459 U.S. 1217 (1983)).

14 Preliminary approval is the first of three steps that comprise the approval procedure for
15 settlements of class actions. The second step is the dissemination of notice of the settlement to all class
16 members. The third step is a final settlement approval hearing, at which evidence and argument
17 concerning the fairness, adequacy, and reasonableness of the settlement may be presented, and class
18 members may be heard regarding the settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
19 1801 (1996); *Manual for Complex Litigation, Second* §30.44 (1993); Cal. Rules of Court, rule 3.769.

20 The primary question presented on an application for preliminary approval of a proposed class
21 action settlement is whether the proposed settlement is "within the range of possible approval." *Manual*
22 *for Complex Litigation, Second* §30.44 at 229; *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir.
23 1982).² Preliminary approval is merely the prerequisite to giving notice so that "the proposed
24 settlement... may be submitted to members of the prospective Class for their acceptance or rejection."

25
26 ² California courts look to federal authority on class actions. *Vasquez v. Superior Court*, 4 Cal.3d
27 800, 821 (1971). "It is well established that in the absence of relevant state precedents trial courts are
28 urged to follow the procedures prescribed in Rule 23 of the Federal Rules of Civil Procedure for
conducting class actions." *Frazier v. City of Richmond*, 184 Cal. App.3d 1491, 1499 (1986), citing
Green v. Obledo, 29 Cal.3d 126, 145-146 (1981).

1 *Sayaman v. Baxter Healthcare Corp.*, 2010 U.S. Dist. LEXIS 151997, *3 (C.D. Cal. 2010). There is
2 "a presumption of fairness . . . where . . . [a] settlement is reached through arms-length bargaining."
3 *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245 (2001) (citation omitted); see also *Cho v.*
4 *Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th 734, 742-45 (2009) (upholding trial court's
5 determination that settlement was "fair, reasonable and adequate" where the settlement "provided
6 valuable benefits to the class . . . that were 'particularly valuable in light of the risks plaintiff would have
7 faced if she proceeded to litigate her case.'"); *Newberg*, 3d Ed., §11.41, p.11-88. However, the ultimate
8 question of whether the proposed settlement is fair, reasonable and adequate is made after notice of the
9 settlement is given to the class members and a final settlement hearing is held by the Court.

10 **A. The Role Of The Court In Preliminary Approval Of A Class Action Settlement**

11 The approval of a proposed settlement of a class action is a matter within the broad discretion
12 of the trial court. *Wershba, supra*, 91 Cal.App.4th at 234-235; *Dunk*, 48 Cal.App.4th 1794. In
13 considering a potential settlement for preliminary approval purposes, the trial court does not have to
14 reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute,
15 and need not engage in a trial on the merits. *Wershba, supra*, 91 Cal.App.4th at 239-40; *Dunk, supra*,
16 48 Cal.App. 4th at 1807. The Ninth Circuit explains, "the very essence of a settlement is compromise,
17 'a yielding of absolutes and an abandoning of highest hopes.'" *Officers for Justice*, 688 F.2d at 624.
18 Thus, when analyzing the settlement, the amount is "not to be judged against a hypothetical or
19 speculative measure of what might have been achieved by the negotiators." *Officers for Justice*, 688
20 F.2d at 625, 628.

21 With regard to class action settlements, the opinions of counsel should be given considerable
22 weight both because of counsel's familiarity with this litigation and previous experience with cases such
23 as these. *Officers for Justice*, 688 F.2d at 625. As a result, courts hold that the recommendation of
24 counsel is entitled to significant weight. *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D.
25 523, 528 (C.D. Cal. 2004).

26 **B. Factors To Be Considered In Granting Preliminary Approval**

27 A number of factors are to be considered in evaluating a settlement for purposes of preliminary
28 approval. In determining whether to grant preliminary approval, the court considers whether the "(1)

1 the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, (2)
2 has no obvious deficiencies, (3) does not improperly grant preferential treatment to class representatives
3 or segments of the class, and (4) falls within the range of possible approval." *In re Tableware Antitrust*
4 *Litig.*, 484 F.Supp. 2d 1078, 1079 (N.D. Cal. 2007). Courts hold that "a presumption of fairness exists
5 where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery
6 are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
7 litigation; and (4) the percentage of objectors is small." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.
8 App. 4th 116, 128 (2008). Here, the Settlement meets all of these criteria for preliminary approval and
9 therefore the presumption applies, subject to the response of the Class.

10 **1. The Settlement is the Product of Serious, Informed and**
11 **Arm's Length Negotiations by Experienced Counsel**

12 This settlement is the result of extensive and hard-fought litigation as well as negotiations before
13 an experienced and well-respected mediator. Defendant has expressly denied and continues to deny any
14 wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
15 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
16 Claims of the Class in accordance with this Settlement.³

17 Class Counsel are experienced and qualified to evaluate the class claims, the defenses asserted,

18
19 ³ The release applicable to the Class is appropriately tethered to allegations in the Action and the
20 "Released Class Claims" are defined as "claims that were alleged, or reasonably could have been
21 alleged based on the facts stated in the Operative Complaint that occurred during the Class Period for
22 unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties,
23 restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery including under
24 the California Labor Code and corresponding provisions of Wage Orders, for: (1) Unfair Competition
25 pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq., (2) Failure to Pay Minimum Wage; (3) Failure
26 to Pay Overtime; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Failure
27 to Provide Compliant Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay
28 Wages When Due; (9) waiting time penalties; (10) Failure to Pay Sick Pay Wages; including all claims
and/or penalties brought under or pursuant to Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3,
233, 246 et seq, 510, 512, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
Section 11040, Subdivision 5 (A)-(B), and the IWC Wage Orders" (Agreement at ¶¶ 1.38 and 6.2.)
"Class Members do not release any other claims, including claims for vested benefits, wrongful
termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
social security, workers' compensation, or claims based on facts occurring outside the Class Period."
(Agreement at ¶ 1.38.)

1 and the risks and benefits of trial and settlement, and Class Counsel are particularly experienced in wage
2 and hour employment class actions, as Class Counsel has previously litigated and certified similar
3 claims against other employers. Decl. Nordrehaug at ¶31. The view of qualified and well-informed
4 counsel that a class action settlement is fair, adequate, and reasonable is entitled to significant weight.
5 *See Kullar v. Foot Locker*, 168 Cal. App. 4th 116, 133 (2008) (the trial court "undoubtedly should
6 continue to place reliance on the competence and integrity of counsel, the involvement of a qualified
7 mediator, and the paucity of objectors to the settlement."); *Dunk*, 48 Cal. App. 4th at 1802.

8 The Parties attended an arms-length mediation session with Tagore Subramaniam, a respected
9 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
10 preparation for the mediation, Defendant provided Class Counsel with payroll and employment data
11 and other information regarding the Class Members, various internal documents, and other
12 compensation and employment-related materials. Class Counsel analyzed the data with the assistance
13 of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. The
14 final settlement terms were negotiated and set forth in the Agreement now presented for this Court's
15 approval. Decl. Nordrehaug at ¶ 5. Importantly, Plaintiff and Class Counsel believe that this Settlement
16 is fair, reasonable and adequate.

17 Class Counsel has conducted an investigation into the facts of the class action. Both formal and
18 informal discovery was performed along with the production of hundreds of pages of relevant
19 documents and data. Class Counsel engaged in a thorough review and analysis of the relevant
20 documents and data with the assistance of an expert. Accordingly, the agreement to settle did not occur
21 until Class Counsel possessed sufficient information to make an informed judgment regarding the
22 likelihood of success on the merits and the results that could be obtained through further litigation. In
23 addition, Class Counsel previously negotiated settlements with other employers in actions involving
24 nearly identical issues and analogous defenses. Based on the foregoing data and their own independent
25 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant on
26 the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
27 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
28 asserted by Defendant, and potential appellate issues. Decl. Nordrehaug at ¶ 14.

1 Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying
2 class claims against Defendant through possible appeals which could take several years. Class Counsel
3 has also taken into account the uncertain outcome and risk of litigation, especially in complex class
4 actions such as this action. Class Counsel is also mindful of and recognize the inherent problems of
5 proof under, and alleged defenses to, the alleged claims. Based upon their evaluation, Plaintiff and
6 Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of
7 the Class Members. Decl. Nordrehaug, ¶ 23.

8 Here, there can be no dispute that the litigation has been hard-fought with aggressive and
9 capable advocacy on both sides. The Parties were represented by experienced counsel who zealously
10 advocated their positions. Accordingly, “[t]here is likewise every reason to conclude that settlement
11 negotiations were vigorously conducted at arms’ length and without any suggestion of undue influence.”
12 *In re Wash. Public Power Supply System Sec. Litig.*, 720 F. Supp. 1379, 1392 (D. Ariz. 1989).

13 **2. The Settlement Has No "Obvious Deficiencies" and Falls Well Within**
14 **the Range for Approval**

15 The proposed Settlement herein has no "obvious deficiencies" and is well within the range of
16 possible approval. All Class Members will receive an opportunity to participate in the Settlement and
17 receive payment according to the same formula. (Agreement at ¶ 3.2(e).) Based upon 150 Class
18 Members who collectively worked 6,653 Workweeks (Agreement at ¶ 4.1), the Gross Settlement
19 Amount provides an average value of approximately \$2,166 per Class Member and \$48 per Workweek
20 and after deductions the Net Settlement Amount provides an average recovery of approximately
21 \$1,129.78 per Class Member and a recovery of \$25.47 per Workweek. Decl. Nordrehaug, ¶6.

22 The calculations to compensate for the amount due for the Class at the time of the mediation
23 were calculated by Berger Consulting, Plaintiff’s damages expert. As to the Class whose claims are at
24 issue, Plaintiff used the expert to analyze the data and determine the potential unpaid wages for the
25 employees. The maximum potential damages as calculated by Plaintiff’s expert were calculated to be
26 \$7,428 for the alleged unpaid overtime wages due to the miscalculation of the regular rate, \$186,903
27 for the alleged unpaid wages due to off-the-clock work based upon 1 hour per week, \$21,373 in alleged
28 underpaid meal premiums and sick pay due to the miscalculation of the regular rate, \$16,009 for alleged

1 meal period damages based upon a 11.1% potential violation rate observed in the time records for shifts
2 worked and after deducting meal premiums already paid by Defendant, \$68,493 for alleged rest period
3 damages based upon the same 11.1% potential violation rate observed in the time records for meal
4 periods, and \$8,850 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per
5 month. Decl. Nordrehaug, ¶6. As a result, the total damage valuation was calculated that Defendant
6 was subject to a maximum damage claim in the amount of \$309,057. As to potential penalties,
7 Plaintiff calculated that potential waiting time penalties were a maximum of \$420,031, and potential
8 wage statement penalties were \$192,350. Defendant vigorously disputed Plaintiff's calculations and
9 exposure theories. Decl. Nordrehaug, ¶6.

10 Consequently, the Gross Settlement Amount of \$325,000 represents more than the maximum
11 value of the alleged damages at issue in this case, and more than 35% of the maximum value of the
12 combination of damages and penalties for these class claims, at the time this Settlement was negotiated.⁴

13 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
14 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for
15 waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum
16 calculations should then be adjusted in consideration for both the risk of class certification and the risk
17 of establishing class-wide liability on all claims. Given the amount of the settlement as compared to
18 the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair
19 and reasonable.⁵ Clearly, the goal of this litigation has been met. Decl. Nordrehaug, ¶6.

21 ⁴ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
23 PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

24 ⁵ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
Nadler (In re Mego Fin. Corp. Sec. Litig.), 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.

1 Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v.*
2 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by
3 Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant
4 asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that
5 Class Members were paid for all time worked and that all work time was properly recorded. Defendant
6 argued that there was no miscalculation of the regular rate. Defendant contended that its meal and rest
7 period policies fully complied with California law and Defendant did not fail to provide the opportunity
8 for legally required meal and rest breaks. Defendant could argue that its payment of significant meal
9 period premiums was evidence of its lawful practices and/or good faith. Defendant contended that there
10 was no failure to pay for business expenses, and that any cell phone usage was merely convenient and
11 voluntary such that reimbursement was not legally required. Finally, Defendant could argue that the
12 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's
13 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
14 argued that based on its facially lawful practices, Defendant acted in good faith and without willfulness,
15 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements.
16 See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer
17 reasonably and in good faith believed it was providing a complete and accurate wage statement in
18 compliance with the requirements of section 226, then it has not knowingly and intentionally failed to
19 comply with the wage statement law.") If successful, Defendant's defenses could eliminate or
20 substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be
21 overcome, Defendant maintains these defenses have merit and therefore present a serious risk to
22 recovery by the Class. Decl. Nordrehaug, ¶ 24.

23 There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
24 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
25 of any other employees. At the time of the mediation, Defendant forcefully opposed the propriety of
26

27 _____
28 Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 class certification, arguing that individual issues precluded class certification. Further, as demonstrated
2 by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014),
3 there are significant hurdles to overcome for a class-wide recovery even where the class has been
4 certified. While other cases have approved class certification in wage and hour claims, class
5 certification in this action was hotly disputed and the maintenance of a certified class through trial was
6 by no means a foregone conclusion. Decl. Nordrehaug, ¶ 25.

7 After arm's length negotiations between experienced and informed counsel, the Parties
8 recognized the potential risks and agreed on the Settlement with a Gross Settlement Amount of
9 \$325,000. As the Court held in *Glass*, where the parties faced uncertainties similar to those here:

10 In light of the above-referenced uncertainty in the law, the risk, expense, complexity,
11 and likely duration of further litigation likewise favors the settlement. Regardless of how
12 this Court might have ruled on the merits of the legal issues, the losing party likely
13 would have appealed, and the parties would have faced the expense and uncertainty of
14 litigating an appeal. 'The expense and possible duration of the litigation should be
15 considered in evaluating the reasonableness of [a] settlement.'"

16 2007 WL 221862, at *4 (quoting *In re Mego Financial Corp. Securities Litigation*, 213 F.3d 454, 458
17 (9th Cir. 2000)).

18 **3. The Settlement Does Not Improperly Grant Preferential Treatment To** 19 **Class Representatives or Segments Of The Class**

20 The relief provided in the Settlement will benefit all members of the Class. The Settlement does
21 not grant preferential treatment to Plaintiff or segments of the Class in any way. Payments to the Class
22 Members are all determined under a neutral methodology. Each Participating Class Member will
23 receive the same opportunity to participate in and receive payment through a neutral formula that is
24 based upon the Workweeks for that individual. Decl. Nordrehaug, ¶4.

25 Plaintiff will apply to the Court for a Class Representative Service Payment in consideration for
26 her service and for the risks undertaken on behalf of the Class. (Agreement at ¶ 3.2(a).) Plaintiff
27 performed her duties admirably by working with Class Counsel for over two years. The Declaration
28 of the Plaintiff is submitted herewith in support. Decl. Nordrehaug at ¶27. At this stage, the requested
service award amount is well within the accepted range of awards for purposes of preliminary approval,
subject to this Court's review at final approval. See e.g. *Andrews v. Plains All Am. Pipeline L.P.*, 2022
U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (the requested service awards of \$15,000 each are

appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action). As explained in *Glass*, service awards are routinely awarded to class representatives to compensate the employees for the time and effort expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-17.

4. The Stage Of The Proceedings Are Sufficiently Advanced To Permit Preliminary Approval Of The Settlement

The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began investigating the Class Members' claims before the Action was filed, and during the course of litigation, Class Counsel performed informal discovery which included the production of hundreds of pages of documents. Class Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was also experienced with the claims at issue here, as Class Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. Decl. Nordrehaug at ¶28.

Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel for both Parties possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. Decl. Nordrehaug

1 at ¶29.

2 **V. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY**

3 Plaintiff contends that the proposed settlement meets all of the requirements for class
4 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore, the
5 Court may appropriately approve the Class as defined in the Agreement. This Court should
6 conditionally certify the Class for settlement purposes only, defined as follows:

7 All individuals who are or previously were employed by Defendant who were classified
8 as non-exempt in the State of California at any time during the Class Period.

9 (Agreement at ¶ 1.5.)

10 The Class Period is from November 3, 2019 through April 26, 2025. (Agreement at ¶ 1.13.)

11 **A. California Code of Civil Procedure § 382**

12 Plaintiff seeks certification of this Class for settlement purposes under California Code of Civil
13 Procedure § 382. The California Supreme Court has summarized the standard for determining whether
14 class certification is appropriate as follows:

15 Code of Civil Procedure Section 382 authorizes class actions “when the question is one
16 of a common or general interest, of many persons, or when the parties are numerous, and
17 it is impracticable to bring them all before the court....” The party seeking certification
18 has the burden to establish the existence of both an ascertainable class and a well-
defined community of interest among class members. (*citations omitted*). 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.

19 *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 326 (2004).

20 While Defendant reserves all rights to dispute that the Plaintiff can satisfy these requirements,
21 the Parties agree that Defendant will not dispute that these requirements may be satisfied in this case
22 for purposes of settlement only and therefore, the proposed Class should be certified for purposes of
23 settlement only. (Agreement at ¶ 2.9.)

24 **B. The Proposed Class Is Ascertainable and Numerous**

25 Plaintiff brings this Action on behalf of a Class of non-exempt employees of Defendant during
26 the Class Period. Plaintiff asserts that all of these individuals are ascertainable because the class
27 members can readily be determined through examination of Defendant’s files. Given that the Class
28 consists of approximately 150 members, Plaintiff maintains that numerosity is clearly satisfied. *See*

1 *Bowles v. Superior Court*, 44 Cal.2d 574 (1955) (class with 10 members sufficiently numerous); *Rose*
2 *v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981) (class of 48 members satisfies numerosity
3 requirement.) Plaintiff asserts that the 150 current and former employees that comprise the Class can
4 be identified based on Defendant's records and are sufficiently numerous for class certification. Decl.
5 Nordrehaug at ¶30.

6 **C. Common Issues of Law and Fact Predominate**

7 Predominance of common issues of law or fact does not require that the common issues be
8 dispositive of the entire controversy or even that they be dispositive of all liability issues. 1 *Newberg*
9 *on Class Actions*, Section 4.25 at 4-82, 4-83 (1992). "Predominance is a comparative concept, and 'the
10 necessity for class members to individually establish eligibility and damages does not mean individual
11 fact questions predominate.'" *Sav-On*, 34 Cal. 4th at 334.

12 Commonality exists if there is a predominant common legal question regarding how an
13 employer's policies impact its employees. *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524,
14 1536 (2008) ("[T]he common legal question remains the overall impact of Diva's policies on its
15 drivers.") Whether the plaintiff is likely to prevail on their theory of recovery is irrelevant at the
16 certification stage since the question is "essentially a procedural one that does not ask whether an action
17 is legally or factually meritorious." *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440 (2003).

18 Here, Plaintiff contends that common questions of law and fact are present, specifically the
19 common questions of whether Defendant's employment practices were lawful, whether Defendant
20 failed to provide meal and rest periods to Class Members, whether Defendant miscalculated the regular
21 rate when paying wages to the Class, whether Class Members were lawfully compensated for all hours
22 worked, whether Defendant failed to provide required expense reimbursement, and whether Class
23 Members are entitled to damages and penalties as a result of these practices. Plaintiff contends that
24 certification of this Class is appropriate because Defendant allegedly engaged in uniform practices with
25 respect to the Class Members. As a result, these common questions of liability could be answered on
26 a class wide basis. Decl. Nordrehaug, ¶30. Defendant disputes that common questions predominate
27 but will not oppose such a finding for purposes of this Settlement only.

28 **D. The Claims of the Plaintiff Are Typical of the Class Claims**

1 The typicality requirement requires the Plaintiff to demonstrate that the members of the class
2 have the same or similar claims as the Plaintiff. “The typicality requirement is met when the claims of
3 the [p]laintiff arise from the same event or are based on the same legal theories.” *Tate v. Weyerhaeuser*
4 *Co.*, 723 F.2d 598, 608 (8th Cir. 1983). In *Hanlon*, *supra*, 150 F.3d at 1020, the Ninth Circuit held that
5 “[u]nder the rule’s permissive standards, representative claims are ‘typical’ if they are reasonably
6 coextensive with those of absent class members; they need not be substantially identical.”

7 In this case, Plaintiff contends that the typicality requirement is fully satisfied. Plaintiff, like
8 every other member of the Class, was employed by Defendant during the Class Period, and, like every
9 other member of the Class, was subject to the same employment practices. Plaintiff, like every other
10 member of the Class, also claims owed compensation as a result of the Defendant’s uniform company
11 policies and practices. Thus, the claims of Plaintiff and the members of the Class arise from the same
12 course of conduct by Defendant, involve the same issues, and are based on the same legal theories.
13 Decl. Nordrehaug at ¶30. For purposes of settlement, Plaintiff asserts that the typicality requirement
14 is met as to the common issues presented in this case. Defendant does not oppose a finding of typicality
15 for purposes of this Settlement only.

16 **E. The Class Representation Fairly and Adequately Protected the Class**

17 Plaintiff contends that the Class Members are adequately represented here because Plaintiff and
18 representing counsel (a) do not have any conflicts of interest with other class members, and (b) will
19 prosecute the case vigorously on behalf of the class. *Hanlon*, 150 F.3d at 1020. This requirement is
20 met here. First, Plaintiff is well aware of her duties as the representative of the Class and has actively
21 participated in the prosecution of this case to date. Plaintiff effectively communicated with Class
22 Counsel, provided documents and information to Class Counsel, and participated in the investigation
23 and resolution of the class claims. The personal involvement of the Plaintiff was essential to the
24 prosecution of the claims and the monetary settlement reached. Second, Plaintiff retained competent
25 counsel who are experienced in employment class actions and who have no conflicts. Decl. Nordrehaug
26 at ¶ 31. Third, there is no antagonism between the interests of the Plaintiff and those of the Class. Both
27 the Plaintiff and the Class Members seek monetary relief under the same set of facts and legal theories.
28 Under such circumstances, there can be no conflicts of interest, and adequacy of representation is

1 satisfied. *Reaves v. Ketoro, Inc.*, 2020 U.S. Dist. Lexis 167926, *23 (C.D. Cal. 2020). Defendant
2 disputes that the adequacy requirement is satisfied but will not oppose such a finding for purposes of
3 this Settlement only.

4 **F. The Superiority Requirement Is Met**

5 To certify a class, the Court must also determine that a class action is superior to other available
6 methods for the fair and efficient adjudication of the controversy. “Where classwide litigation of
7 common issues will reduce litigation costs and promote greater efficiency, a class action may be
8 superior to other methods of litigation.” *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir.
9 1996). As courts have previously observed:

10 Absent class treatment, each individual plaintiff would present in separate, duplicative
11 proceedings the same or essentially the same arguments and evidence, including expert
12 testimony. The result would be a multiplicity of trials conducted at enormous expense
13 to both the judicial system and the litigants.

14 *Sav-On*, 34 Cal. 4th at 340.

15 Here, Plaintiff contends that a class action is the superior mechanism for resolution of the claims
16 as pled by the Plaintiff. While Defendant disputes that class treatment is superior, Defendant does not
17 dispute a finding of superiority in this action for purposes of this Settlement only.

18 **VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE**

19 The Court has broad discretion in approving a practical notice program. The Parties have agreed
20 upon procedures by which the Class Members will be provided with written notice of the Settlement
21 similar to that approved and utilized in hundreds of class action settlements. In accordance with the
22 Agreement, Defendant will provide to the Administrator a confidential electronic spreadsheet
23 containing the Class Data. (Agreement at ¶ 4.2.) Within 14 days after receiving the Class Data, the
24 Administrator will mail the Class Notice Packet to all Class Members via first-class U.S. Mail using
25 the most current mailing address information available. (Agreement at ¶ 8.4(b).) The Class Notice
26 Packet will include a Request for Exclusion form and a Dispute form in the mailing. (Agreement at ¶
27 1.12.) The Class Notice Packet will include a Spanish translation of the documents. (Agreement at ¶
28 1.11.)

1 The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel
2 and to be approved by the Court, includes all relevant information. (*See Exhibit "A" to the Agreement.*)
3 The Class Notice will include, among other information: (i) information regarding the Action; (ii) the
4 impact on the rights of the Class Members if they do not opt out, including a description of the
5 applicable release; (iii) information to the Class Members regarding how to opt out and how to object
6 to the Settlement; (iv) the estimated Individual Class Payment for each of the Class Members; (iii) the
7 amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiff's service award
8 request; and (vi) the anticipated expenses of the Administrator. Decl. Nordrehaug at ¶32.

9 The Class Notice will state that the Class Members shall have sixty (60) days from the date that
10 the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to
11 submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the
12 opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to appear
13 at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a timely and
14 proper request to opt-out will automatically receive a payment of their Individual Class Payment. This
15 notice program was designed to meaningfully reach the Class Members and it advises them of all
16 pertinent information concerning the Settlement. Decl. Nordrehaug at ¶32. The mailing and
17 distribution of the Class Notice satisfies the requirements of due process and is the best notice
18 practicable under the circumstances and complies with Rules of Court 3.766 and 3.769(f).

19 VII. CONCLUSION

20 Plaintiff respectfully requests that the Court preliminarily approve the proposed settlement and
21 sign the proposed Preliminary Approval Order, and schedule the final approval hearing for March 15,
22 2027, which is a date that is at least one hundred twenty (120) days from the date of Preliminary
23 Approval.

24 Dated: September 18, 2026

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP
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