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CHAVEZ, SAMANATHA HALEY GLASS,
MAYRA A. CENTES, individually and on behalf
of all others similarly situated*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALEXA MONIQUE CHAVEZ, an individual;
and SAMANTHA HALEY GLASS, an
individual; MAYRA A. CENTES, all on behalf
of themselves and all other similarly situated
non-exempt employees,

Plaintiffs,

vs.

ADP OF SAN DIMAS, LLC, a California
Corporation; SAN DIMAS MC CARE
PROPERTIES, LLC, a California Corporation;
FRONTIER MANAGEMENT, LLC, and
DOES 1 through 10, inclusive,

Defendants.

Case No: 23STCV17846
Hon.: TIMOTHY PATRICK DILLON
Dept.: 15 (SSC)
[Related Case No. 23STCV24233]

CLASS ACTION

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

*[Filed Concurrently with Declaration of Grant
Joseph Savoy, Esq.; Declaration of Plaintiff Alexa
Monique Chavez; Declaration of Samantha Haley
Glass; Declaration of Mayra A. Centes;
Declaration of Settlement Administrator; and
[Proposed] Order]*

Date: October 1, 2026
Time: 10:00 AM
Dept.: 15(SSC)
Judge: Hon. Timothy Patrick Dillon

Action Filed: July 28, 2023
Trial Date: None Set.

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that, on October 1, 2026, at 10:00AM, or as soon thereafter as this
3 matter may be heard, in Department 15 (SSC) of the Los Angeles Superior Court, located at 312 N.
4 Spring Street, Los Angeles, CA 90012, Plaintiffs Alexa Monique Chavez (“Plaintiff Chavez”), Samantha
5 Haley Glass (“Plaintiff Glass”), and Mayra A. Centes (collectively, “Plaintiffs”), will, and hereby do,
6 move this Court for preliminary approval of the CLASS ACTION AND PAGA SETTLEMENT
7 AGREEMENT AND RELEASE reached by the parties in the above-captioned litigation.

8 The motion will be based upon this Notice; the attached Memorandum of Points and Authorities;
9 the accompanying Declarations of attorney Grant Joseph Savoy, Plaintiff Alexa Monique Chavez,
10 Plaintiff Samantha Haley, Plaintiff Mayra A. Centes , and the Settlement Administrator; the Class Action
11 and PAGA Settlement and Release; the Notice of Class Settlement; the complete files and records of this
12 case; and any other evidence or oral argument which may be considered by the Court at the time of the
13 hearing.

14
15 Dated: July 21, 2026

SOLOUKI | SAVOY, LLP

16 /s/ Grant Joseph Savoy .
17 Grant Joseph Savoy, Esq.
18 Shoham J. Solouki, Esq.
19 *Attorneys for Plaintiffs ALEXA MONIQUE*
20 *CHAVEZ, SAMANATHA HALEY GLASS, and*
21 *MAYRA A. CENTES, individually and on*
22 *behalf of all others similarly situated*
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State Cases

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--	----

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--	----

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---	----

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---	----

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---	----

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---	--------

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Other Sources

The Federal Manual for Complex Litigation (Third)	19
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Alba Conte & Herbert B. Newberg, Newberg on Class Actions, § 11.26 (4th ed. 2002).....	20
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion is brought by Plaintiffs ALEXA MONIQUE CHAVEZ, SAMANTHA HALEY
4 GLASS, and MAYRA A. CENTES, individually and on behalf of themselves and all others similarly
5 situated, seeking approval of the Class Action and PAGA Settlement Agreement and Release (“Settlement”
6 and/or “Agreement”) entered into by Plaintiffs, individually and on behalf of the proposed Settlement
7 Class, the State of California, the Labor and Workforce Development Agency, and allegedly aggrieved
8 employees on the one hand, and Defendants ADP OF SAN DIMAS, LLC; SAN DIMAS MC CARE
9 PROPERTIES, LLC; FRONTIER MANAGEMENT, LLC; FRONTIER CATX, LLC (previously named
10 as FRONTIER SENIOR LIVING, LLC); PC AL MC CARE PROPERTIES LLC; FOLSOM MC CARE
11 PROPERTIES, LLC; THE VILLAGE AT SEVEN OAKS AL MC, LLC; GH SENIOR LIVING, LLC;
12 MV SENIOR LIVING, LLC; EL DORADO CARE PROPERTIES, LLC; PRI SUNOL, LLC; REDDING
13 MC CARE PROPERTIES, LLC; NATOMAS AL MC CARE PROPERTIES, LLC; NATOMAS SENIOR
14 COMMUNITIES LLC; MT ACADIA AL MC CARE PROPERTIES, LLC; VINEYARD FG MC CARE
15 PROPERTIES, LLC; FULLERTON MC CARE PROPERTIES LLC; SANTA ANA MC CARE
16 PROPERTIES, LLC; GARDEN GROVE MC CARE PROPERTIES, LLC; REDLAND MC CARE
17 PROPERTIES, LLC; SUNRISE OAKS MC CARE PROPERTIES, LLC; and WOODLAND HILLS MC
18 CARE PROPERTIES (all Defendants referred to collectively as “Defendants”), seeking to settle all class
19 claims and Private Attorney General Act (“PAGA”) representative claims brought by Plaintiffs on behalf
20 of all current and former hourly employees of Defendants in the above-captioned Action.

21 The instant “Action” means the related and consolidated class action complaint, PAGA causes of
22 action, and charges, set forth in the Consolidated Amended Complaint filed in the above-captioned matter,
23 in which the Court Ordered related lawsuits entitled, *Chavez and Glass, et al. v. ADP of San Dimas, LLC,*
24 *et al.*, (LASC No. 23STCV17846)(*Chavez Action*”), and *Centes v. San Dimas MC Care Properties, LLC,*
25 *et al.*, (LASC Case No. 23STCV24233)(“*Centes Action*”), brought on behalf of all current and former
26 hourly non-exempt employees of Defendants, employed by Defendants in the State of California during the
27 Class Period (March 1, 2022 through January 30, 2026). Additionally, the PAGA Period runs from May
28

26, 2022 through January 30, 2026 (“PAGA Period”). Named Plaintiffs have filed a Stipulation for Leave to File Consolidated Amended Complaint; once approved by the Court, the Consolidated Amended Complaint shall serve as the operative Complaint in this Action.

The Action primarily alleges that Defendant failed to provide Plaintiffs and the class they seek to represent with legally required meal and rest periods, failed to compensate employees for off-the-clock work and overtime, failed to maintain required employment records, failed to reimburse employees for necessary business expenditures, provided inaccurate wage statements, and failed to timely compensate former employees for all wages owed, including upon separation of employment. As mentioned above, Plaintiffs and Defendants (collectively, the “Parties”) have entered into the Settlement Agreement which provides for a Gross Settlement Amount of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00). Pursuant to the Settlement, Plaintiffs now move for (1) preliminary approval of the Settlement, and (2) conditional certification of the Settlement Class.

The Settlement Class is composed of approximately 2,250 current and former employees of Defendants working as hourly non-exempt employees, in the State of California at any time from March 1, 2022 through January 30, 2026. The proposed settlement is fair, adequate, and reasonable, and conditional certification of the Settlement Class is appropriate because the requirements of California Code of Civil Procedure § 382 are satisfied. Plaintiffs respectfully request that the Court preliminarily approve this settlement and set a hearing date to consider whether to grant final approval of the Settlement, at which time the Court will consider the request for attorney fees and costs, and the Class Representative Service Awards.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs Chavez and Glass filed their original complaint on or about July 28, 2023, in the Superior Court of the State of California, County of Los Angeles, entitled, “*Alexa Monique Chavez, et al. vs. ADP of San Dimas, LLC, et al.*” Case No. 23STCV17846, in which Plaintiffs named Defendants ADP of San Dimas, LLC (“Defendant” and/or “ADP”) and San Dimas MC Care Properties, LLC (“MCC”)(jointly ADP and MCC referred to as Defendants) as the sole defendant employers. The original July 28, 2023 Complaint asserts ten causes of action for: (1) Failure to provide required meal periods; (2) Failure to

1 provide required rest periods; (3) Failure to pay overtime wages; (4) Failure to pay minimum wage; (5)
2 Failure to timely pay wages; (6) Failure to pay all wages due to discharged and quitting employees; (7)
3 Failure to maintain required records; (8) Failure to furnish accurate itemized statements; (9) Failure to
4 indemnify employees for necessary expenditures incurred in discharge of duties; and (10) Unfair and
5 unlawful business practices. On or about July 13, 2023, Plaintiffs submitted with the Labor and Workforce
6 Development Agency (“LWDA”), and served on Defendants, a Private Attorneys General Act (“PAGA”) Demand and Notice of Labor Code Violations. Thereafter, on or about January 18, 2024, Plaintiffs Chavez
7 and Glass filed their First Amended Complaint adding a single cause of action for penalties pursuant to
8 PAGA. (*Declaration of Grant Joseph Savoy, Esq.* (“*Savoy Decl.*”), at ¶ 3 - 5.)

10 Additionally, on or about May 26, 2025, Plaintiff MAYRA A. CENTES (“Centes”)(together,
11 Chavez, Glass, and Centes referred to jointly as “Plaintiffs” or “Named Plaintiffs”) filed a separate PAGA
12 Demand and Notice of Labor Code violations with the LWDA and served the same on Defendants MCC
13 and Frontier Management, LLC (“FMLLC”). Thereafter, on or about October 5, 2023, Plaintiff Centes
14 filed a PAGA complaint in the Los Angeles Superior Court – Stanley Mosk, in the now related action of
15 *Centes, et al. v. San Dimas MC Care Properties, LLC, et al.* (23STCV17846)(“*Centes Action*”). The
16 *Centes Action* also includes individual non-wage and hour causes of action for violations of Labor Code
17 section 1102.5, wrongful termination in violation of public policy, and claims under Bus. Prof. Code
18 section 17200. Nonetheless, the Court related the matters and moved the *Centes* matter to the instant Court
19 along with the instant Action. (*Savoy Decl.*, at para. 5.)

20 Counsel of Record in the *Chavez Action* and *Centes Action* entered into a Joint Prosecution and Fee
21 Sharing Agreement, and the Parties agreed to submit both Actions to private mediation with professional
22 mediator Steve Serratore, Esq. In an effort to focus on resolving the matters, the Parties in Actions agreed
23 to stay all formal discovery and exchange documents and data pre-mediation in an effort to reserve
24 resources and ensure all Parties in all matters were working with the same data and information during
25 mediation negotiations. Fortunately, the Parties were able to reach a settlement during mediation and the
26 several months following mediation. (*Savoy Decl.*, at para. 6.)

1 Pursuant to the Settlement Agreement, on or about July 21, 2026, Plaintiffs filed a Consolidated
2 Amended Complaint via Stipulation, consolidating the *Chavez* Action and *Centes* Action (the
3 consolidated matter referred to herein as the “Consolidated Action” or “Action”). Plaintiffs also added
4 the additional defendant employers, which were owned and/or operated by Defendant FMLLC in the
5 State of California at any time during the applicable Class Period, to the Consolidated Complaint. (*Savoy*
6 *Decl.*, at para. 7.)

7 Together, Defendants own and operate multiple senior living communities through the State of
8 California. Defendants specialize in independent living, assisted living, and memory care services for
9 senior adults. The Class is comprised of approximately 2,250 current and former non-exempt employees
10 of Defendants that worked in California during the Class Period. In total, it is estimated that Class
11 Members worked approximately 96,000 unique workweeks. (*Savoy Decl.*, at para. 8.)

12 **III. SUMMARY OF THE SETTLEMENT**

13 **A. Settlement Negotiations**

14 The Parties attended a full-day mediation with professional mediator Steve Serratore, Esq. on or
15 about January 27, 2025. In anticipation of the mediation, the Parties represent that they conducted
16 significant investigation and discovery of the facts and law. Defendants formally and informally produced,
17 among other things, hundreds of pages relevant written policies and procedures, Plaintiffs’ personnel file
18 (inclusive of Plaintiffs’ time and payroll records), and an agreed upon 20% sampling of class payroll and
19 timekeeping data for the Class Period and the PAGA Period (May 26, 2022 through January 30, 2026).
20 Plaintiffs’ Counsel’s review of the time records, payroll records, and information relating to the size and
21 scope of the Class, was sufficient data to permit Plaintiffs’ Counsel and their retained expert to understand
22 the number of workweeks and pay periods at issue in the Class and PAGA Periods, and cross-check them
23 with the data points provided by Defendants. Specifically, there are approximately 2,250 class members,
24 who worked a total of approximately 96,000 workweeks and approximately 35,000 PAGA pay periods. All
25 of these numbers were extrapolated through January 30, 2026, the end date of the PAGA Period. The
26 Parties agreed that the above-described investigation and evaluation, as well as the information exchanged
27 during the settlement negotiations, were more than sufficient to assess the merits of the respective Parties’
28

positions and to compromise the issues on a fair and equitable basis. (*Savoy Decl.*, at para. 10.)

10. At the mediation, the Parties discussed Plaintiffs' claims, theories for class certification and Defendants' defenses thereto. The Parties also analyzed the potential exposure of Defendants on Plaintiffs' claims, Defendants' potential liability for penalties and interest, as well as the potential risks associated with litigating the Action through a contested class certification proceeding, motion for summary judgment, successful trial plan/trial, and potential appeal(s). The mediation lasted the entire day and allowed the Parties to better understand each other's respective positions as to the claims, defenses, and Defendants' potential exposure to liability. While the Parties did not reach a full settlement on the day of mediation, months of continued settlement negotiations between the Parties resulted in the Settlement Agreement to resolve the Action based on the terms set forth herein for the Gross Settlement Amount ("GSA") of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00). A true and accurate copy of the Settlement Agreement is attached to the Declaration of Grant Joseph Savoy, Esq. as "Exhibit A." The GSA is inclusive of all class action and PAGA representative claims in the Action. (*Savoy Decl.*, at para. 11.) Together, the *Chavez* and *Centes* matters are referred to as the "Action." (*Settlement*, section 2.a.)

B. Definition of Settlement Class

"Class," "Class Members," "Members of the Class," or "Settlement Class" means all non-exempt persons who are employed, have been employed, or are alleged in the Actions to have been employed by Defendants as a non-exempt employee in the State of California within the Class Period (March 1, 2022 through January 30, 2026) ("Class Period"). (*Savoy Decl.*, at para. 10; *Settlement*, para. 2.f.) The Class is comprised of approximately 2,250 current and former non-exempt employees of Defendants that worked in California during the Class Period. In total, it is estimated that the Class Members worked approximately 96,000 unique workweeks. (*Savoy Decl.*, at para. 8.)

C. Settlement Terms

In exchange for a release of claims against Defendants, as set forth in the Settlement, the payment terms of the Settlement are as follows:

1. "Gross Settlement Amount" or "GSA" means the maximum non-reversionary total amount that Defendants shall pay in connection with this Settlement in exchange for the release of the

Released Claims. The Gross Settlement Amount is the gross sum of Six Hundred Thousand Dollars (\$600,000.00). The Gross Settlement Amount includes: (a) all Settlement Awards to Participating Individuals; (b) the LWDA PAGA Amount; (c) Named Plaintiffs' Service Awards; (d) Fee Award and Costs Award; and (e) Settlement Administrator Costs. The Parties agree that Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendants' employer's portion of payroll taxes on Settlement Awards to Participating Individuals. There will be no reversion. (*Settlement*, sections 2.u.) Subject to Court approval, this amount shall be allocated as follows:

2. The "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less: (i) Named Plaintiffs' Service Award; (ii) Class Counsel's Fee Award; (iii) Class Counsel's Costs Award; (iv) Settlement Administrator Costs; and (v) the PAGA Payment. The Parties acknowledge that all of these amounts are subject to the Court's approval. (*Settlement*, sections 2.x.)

a. Fee and Cost Award. "Fee Award" means the award of attorneys' fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiffs and the Class in the Actions. Class Counsel will not seek more than one-third (1/3) of the Gross Settlement Amount as their Fee Award. (*Settlement*, section 2.o.)

"Cost Award" means the award of reasonable attorneys' costs that the Court authorizes to be paid to Class Counsel for the costs they advanced to Named Plaintiffs and the Class in the Actions, in an amount not to exceed \$25,000.00. (*Settlement*, sections 2.k.)

Class Counsel shall receive the Fee Award, which will compensate Class Counsel for all work performed in the Actions as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Actions. In addition, Class

Counsel shall, subject to Court approval, receive the Costs Award. These payments of attorneys' fees and costs shall be made within ten (10) calendar days after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter. The approved Fee Award and Costs Award, even if less than what Class Counsel requests, shall constitute full satisfaction of the Released Parties' obligations to pay amounts to any person, attorney, or law firm for attorneys' fees or costs in the Actions on behalf of Named Plaintiffs and/or any other Participating Individual, and shall relieve the Released Parties from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs which any of them may claim to be entitled on behalf of Named Plaintiffs or any other Participating Individual. If the Court approves a Fee Award and/or Costs Award in an amount less than what Class Counsel requests, the reduction in the Fee Award and/or Costs Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Fee Award and/or Costs Award in any way delay or preclude the judgment from becoming a Final or the Settlement from becoming effective.

An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment(s) made to Class Counsel. (*Settlement*, section 31.b.i, 31.b.iii.)

- b. Settlement Administrator Costs. "Settlement Administrator Costs" refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice to Class Members, including translation of the Settlement Agreement and Settlement Notice, and to distribute the Settlement Awards to Participating Individuals, which are estimated to be \$18,650.00. Settlement Administrator's Costs shall be paid from the Gross Settlement Amount. The Parties agree to

1 cooperate in the settlement administration process and to make all reasonable
2 efforts to control and minimize the costs incurred in the administration of the
3 Settlement. (*Settlement*, section 2.gg, 32.d; *Declaration of Settlement*
4 *Administrator* (“SA Decl.”), at Exhibit C.)

- 5 c. Named Plaintiffs’ Enhancement and General Release Payment. Class Counsel
6 will apply to the Court for approval of an enhancement award in an amount not
7 to exceed Ten Thousand Dollars, and Zero Cents (\$10,000.00) to be paid to
8 separately to each Named Plaintiff, Defendants will not oppose such application.
9 The enhancement award is included in, and shall be deducted from, the GSA.
10 Should the Court approve a lesser amount, the difference shall be added to the
11 NSA. (*Settlement*, sections 31.b.iv., 32.a.)
12 Named Plaintiffs shall each receive Ten Thousand Dollars (\$10,000.00), i.e., the
13 gross amount of Thirty Thousand Dollars (\$30,000.00). This payment shall be
14 made within ten (10) calendar days after Defendants’ deadline to deposit the
15 Gross Settlement Amount into the Settlement Administrator’s designated
16 account or as soon as reasonably practicable thereafter. If the Court approves the
17 Service Award in amounts less than what Named Plaintiffs request, the reduction
18 in the Service Award shall not be a basis for nullification of this Settlement. Nor
19 shall a reduction in the Service Award in any way delay or preclude the
20 judgment from becoming a final judgment or the Settlement from becoming
21 Effective. The Named Plaintiffs assume full responsibility for paying all taxes, if
22 any, due as a result of the Service Award. (*Id.*)
- 23 d. PAGA Allocation and Payments. The amount of the Gross Settlement Amount
24 allocated to settle all claims and remedies under the Private Attorneys’ General
25 Act, California Labor Code sections 2698, et seq.(“PAGA”). The PAGA
26 Payment shall be \$20,000, or an amount to be approved by the Court, of which
27 75%, or \$15,000, shall be paid to the LWDA out of the Gross Settlement
28

1 Amount and 25%, or \$5,000, shall be paid to the Aggrieved Employees out of
2 the Gross Settlement Amount. The Parties agree that the amount of \$20,000
3 from the Gross Settlement Amount will be paid in settlement of all individual
4 and representative claims pursuant to PAGA in the Actions. Seventy-Five
5 Percent (75%), or \$15,000, of this sum will be paid to the LWDA. Twenty-Five
6 Percent (25%), or \$5,000, will be allocated to the Net PAGA Amount to be
7 distributed to Aggrieved Employees as set forth below. The payment to the
8 LWDA shall be made by the Settlement Administrator within ten (10) calendar
9 days after Defendants' deadline to deposit the Gross Settlement Amount into the
10 Settlement Administrator's designated account or as soon as reasonably
11 practicable thereafter. (*Settlement*, section 2.z, 32.c.)

12 Settlement Award Eligibility: Subject to the Court's Final Approval Order and the occurrence of the
13 Effective Date, all Participating Individuals shall be paid a Settlement Award from the Net Settlement
14 Amount and/or the Net PAGA Amount as set forth below:

15 Any Class Member who fails to submit a timely request to exclude themselves from the Settlement
16 by following the procedure set forth in the Settlement Notice shall automatically be deemed a Participating
17 Individual whose rights and claims with respect to the issues raised in the Actions are determined by any
18 order the Court enters granting Final Approval, and any judgment the Court ultimately enters in the
19 Actions and are subject to the Class Released Claims (as defined in Paragraph 19 of the Settlement
20 Agreement). Any such Class Member's rights to pursue any Class Released Claims will be extinguished if
21 they do not timely request exclusion. Any Aggrieved Employee will be automatically deemed a
22 Participating Individual as determined by any order by the Court approving the Settlement, and their rights
23 to pursue any PAGA Released Claims (as defined in Paragraph 20 of the Settlement Agreement) will be
24 extinguished. Any Aggrieved Employee will not have a right to request exclusion from the Settlement.
25 (*Settlement*, at paras. 34, 35.)

26 Settlement Award Calculations. The Settlement Administrator shall be responsible for determining
27 the amount of the Settlement Award to be paid to Participating Individuals based on the below formulas:

- 28 a. Class Members who do not timely request exclusion shall receive a pro rata portion of the Net

1 Settlement Amount as follows: For each week during which the Class Member who did not timely request
2 exclusion performed work for Defendants, they shall be eligible to receive a pro rata portion of the Net
3 Settlement Amount based on the number of workweeks the Class Member who did not timely request
4 exclusion worked at any time in California during the Class Period. The total number of workweeks may
5 be determined by reference to weeks worked by Class Member who did not timely request exclusion as
6 reflected in timekeeping, payroll, and/or other records. A Class Member who timely requests exclusion will
7 not receive a pro rata portion of the Net Settlement Amount.

8 b. Aggrieved Employees shall also receive a pro rata portion of the Net PAGA Amount as follows:

9 i. For each week during which the Aggrieved Employees performed work for Defendants,
10 they shall be eligible to receive a pro rata portion of the Net PAGA Amount based on the number of
11 workweeks the Aggrieved Employee worked at any time in California during the PAGA Period. The
12 resulting share of the Net PAGA Amount per Participating Individual, if any, will be added to the
13 Participating Individual's share of the Net Settlement Amount, to determine the Participating Individual's
14 Settlement Award. The total number of workweeks may be determined by reference to weeks worked as
15 reflected in timekeeping, payroll, and/or other records.

16 (*Settlement*, sections 36.a, 35.b.)

17 The Parties agree that the amount of \$20,000 from the Gross Settlement Amount will be paid in
18 settlement of all individual and representative claims pursuant to PAGA in the Actions. Seventy-Five
19 Percent (75%), or \$15,000, of this sum will be paid to the LWDA. Twenty-Five Percent (25%), or \$5,000,
20 will be allocated to the Net PAGA Amount to be distributed to Aggrieved Employees as set forth below.
21 The payment to the LWDA shall be made by the Settlement Administrator within ten (10) calendar days
22 after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement Administrator's
23 designated account or as soon as reasonably practicable thereafter. (*Settlement*, section 32.c.)

24 Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be
25 allocated as penalties. For the remainder of each Settlement Award that is provided from the Net
26 Settlement Amount, twenty percent (20%) of each Settlement Award shall be allocated as wages, and
27 eighty percent (80%) of each Settlement Award shall be allocated as penalties and interest. Settlement
28

Awards will be paid out to Participating Individuals subject to reduction for all employees' share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Participating Individuals shall be issued an IRS Form W-2 for the portions of the Settlement Awards that are allocated to wages, if any. Participating Individuals will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties and interest. The Settlement Administrator shall provide Defendants' Counsel with a final Settlement Award calculation award for each Participating Individual within seven (7) calendar days after the Effective Date. Amounts withheld will be remitted by the Settlement Administrator from the Net Settlement Amount to the appropriate governmental authorities. Defendants shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award. (*Settlement*, section 39.)

D. Settlement Administrator Notice to Class Members, Objections, Opt-Out Rights

1. Settlement Administrator

"Settlement Administrator" or "SA" means Phoenix Class Action Settlement Administrators ("Phoenix") or such other neutral administrator as chosen by the Parties and approved by the Court (see *Settlement*, section 2.gg.; *Savoy Decl.*, para.). The qualifications and experience of the Settlement Administrator will be provided pursuant to a declaration submitted by the Settlement Administrator that will be filed concurrently with Plaintiffs' motion for preliminary approval. (*Settlement*, section 30 and 55.)

Pursuant to the Settlement Agreement, the Parties have agreed that, subject to Court approval, the Settlement Administrator shall be paid from the Gross Settlement Amount for Settlement Administration Costs. Plaintiffs' Counsel reached out to multiple potential Settlement Administrators and received competing bids from Phoenix Class Action Administrators and Apex Class Action Administration. Based on the bids and the services to be provided, counsel for the parties originally determined that Apex Class Action Administration would serve as administrator; however, after the Parties executed the long-form Settlement Agreement, Plaintiffs' Counsel received a more competitive settlement administration quote from ILYM Group, Inc. ("ILYM") that provides the services and pricing (lowest bid submitted) most

beneficial to the class. ILYM's bid provided that the cost of administration of the Settlement would be Eighteen Thousand, Six Hundred Fifty Dollars and Zero Cents (\$18,650.00), which is substantially lower than the other administration quotes received by Plaintiffs' Counsel. (*Savoy Decl.* ¶ 12.) A true and accurate copy of the ILYM settlement administration quote and associated services is attached to the *Settlement Administrator Declaration* ("SA Decl."), as Exhibit C thereto.

The Parties will use ILYM to distribute the Class Notice and the Settlement Payments and PAGA Payments and handle the tax reporting and field any questions from Class Members and/or PAGA Members with a hotline. The SA (along with any of its agents) shall be responsible for preparing, printing and mailing the Settlement Notice to all Class Members. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Settlement Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the call center down after the 180-day check cashing period for Settlement Award Checks. The Settlement Administrator shall also post the Final Judgment on its website. (*Settlement*, section 23.c.)

2. Notice to the Settlement Class Members

Class Member Data. Within thirty (30) days after the Court's Preliminary Approval Order, Defendant shall provide to the SA a list of Class Members and PAGA Members. (*Settlement*, section 22.d.)

Class Notice, Settlement Administrator Duties, Returned Notice Packet. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems. (*Settlement*, section 22.e.)

Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class List, the Settlement Administrator shall send to all Class Members identified

1 in the Class List, via first-class United States Postal Service (“USPS”) mail, the Settlement Notice (with
2 Spanish translation) substantially in the form attached to the Settlement Agreement as Exhibit 1 thereto.
3 The first page of the Settlement Notice shall prominently estimate the dollar amounts of any Settlement
4 Award to Class Members, and the number of workweeks used to calculate these amounts. Before mailing
5 Settlement Notices, the Administrator shall update Class Members’ addresses using the National Change of
6 Address database. Any Settlement Notice returned to the Settlement Administrator with a forwarding
7 address shall be re-mailed within three (3) business days following receipt of the returned mail. If no
8 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct
9 address using a skip-trace, or other search using the name, address and/or Social Security number of the
10 Class Member involved and shall re-mail the Notice of Settlement. (*Settlement*, sections 22.f.)

11 Notice Deadline. “Notice Deadline” means the date forty-five (45) calendar days after the
12 Settlement Notice is initially mailed to the Class. Class Members shall have until the Notice Deadline to
13 object to or opt-out of the Settlement (plus an additional 14 days beyond the 45 days otherwise provided in
14 the Settlement Notice for all Class Members whose notice is remailed). (*Settlement*, section 2.y.)

15 **3. Responses to Notice, Opt-Outs, and Objections**

16 Disputes Regarding Workweeks. To the extent that any Class Member disputes the number of
17 workweeks that the Class Member worked, as shown in their Settlement Notice, such Class Members may
18 produce evidence to the Settlement Administrator establishing the dates they contend to have worked for
19 Defendants. Weeks “worked” for purposes of this settlement will be determined by reference to
20 timekeeping, payroll, and/or other records. The deadline for Class Members to submit disputes pursuant to
21 this Paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline plus an
22 additional 14 days beyond the 45 days otherwise provided in the Settlement Notice for all Class Members
23 whose notice is re-mailed). Unless the Class Member presents convincing evidence proving they worked
24 more workweeks than shown by Defendants’ records, their Settlement Award will be determined based on
25 Defendants’ records. The Settlement Administrator shall notify counsel for the Parties of any disputes it
26 receives. Defendants shall review their records and provide further information to the Settlement
27 Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for
28 the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the

1 dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement
2 Administrator will notify the disputing Class Member of the decision. (*Settlement*, section 24.)

3 Objections. The Settlement Notice shall provide that Class Members who wish to object to the
4 Settlement must, on or before the Notice Deadline (plus an additional 14 days beyond the 45 days
5 otherwise provided in the Settlement Notice for all Class Members whose notice is re-mailed), provide to
6 the Settlement Administrator a written statement objecting to the Settlement. Such objection shall not be
7 valid unless it includes the information specified in the Settlement Notice. The statement must be signed
8 personally by the objector, and must include the objector's name, address, telephone number, email address
9 (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at
10 the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only
11 be considered if the Class Member has not opted out of the Settlement. Members of the Settlement Class
12 who do not request exclusion, and do not submit a valid written objection as described herein, may also
13 object to the Settlement by appearing at the Final Approval Hearing. None of the Parties, their counsel, nor
14 any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement,
15 or appeal from any order of the Court that is consistent with the terms of this Settlement. (*Settlement*,
16 section 25.)

17 Opt-Out Procedure/Request for Exclusion. The Settlement Notice shall provide that Class
18 Members, other than Named Plaintiff, who wish to exclude themselves from the Settlement ("opt out")
19 must mail to the Settlement Administrator a written statement indicating that they do not wish to participate
20 or be bound by the Settlement. The written request for exclusion must contain the Class Member's full
21 name, address, telephone number, email address (if applicable), and last four digits of their social security
22 number, and must be signed individually by the Class Member. No opt-out request may be made on behalf
23 of a group. Such written statement must be postmarked by the Notice Deadline. The deadlines for Class
24 Members' Requests for Exclusion will be extended an additional 14 days beyond Notice Deadline
25 otherwise provided in the Settlement Notice for all Class Members whose notice is re-mailed. The
26 Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed
27 Settlement Notice. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or
28

1 otherwise encourage anyone to exclude themselves from the settlement. Aggrieved Employees are bound
2 by and cannot exclude themselves from the PAGA component of the Settlement even if they request
3 exclusion. (*Settlement*, section 26.)

4 Termination or Revocation of Settlement: If seven percent (7%) or more of the Class Members
5 request exclusion from the Settlement, Defendants may, at their election and in its sole discretion, rescind
6 and nullify the Settlement Agreement. Defendants must exercise this right of rescission in a writing that is
7 provided to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies
8 the Parties of the total number of Requests for Exclusion received by the Notice Deadline (plus an
9 additional 14 days beyond the 45 days otherwise provided in the Settlement Notice for all Class Members
10 whose notice is re-mailed). This Paragraph is not intended to limit or restrict any other basis for rescission
11 by Defendants.

12 a. If Defendants exercise its right to rescind and or nullify the Settlement Agreement pursuant to
13 this Paragraph, Defendants shall pay the Settlement Administrator Costs incurred by the
14 Settlement Administrator as of the date of Defendants' rescission and/or nullification.
15 (*Settlement*, at para. 27.)

16 Cure Period. In the event any request for exclusion is timely submitted but does not contain
17 sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within
18 seven (7) calendar days, a letter requesting the information that was not provided and giving the Class
19 Member fourteen (14) calendar days from the mailing of such cure letter to respond. Any invalid
20 submission that is not timely cured will be considered a nullity. (*Settlement*, at para. 28.)

21 **4. Funding of Settlement Fund**

22 Funding of Settlement: The Settlement Administrator will administer this Settlement. Within thirty
23 (30) calendar days of the Effective Date of the Settlement, Defendants shall deposit the Gross Settlement
24 Amount into the Settlement Administrator's designated account. Defendants shall not have access to the
25 Gross Settlement Amount once those funds are deposited into the Settlement Administrator's designated
26 account, including any earned interest accrued following deposit. Any interest gained on the Gross
27 Settlement Amount in the Settlement Administrator's designated account shall be deemed part of the Gross
28

1 Settlement Amount. The Gross Settlement Amount is fully non-reversionary. All disbursements shall be
2 made from the Gross Settlement Amount. (*Settlement*, sections 31.)

3 Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the Service
4 Awards to Named Plaintiffs, Fee Award and Costs Award to Class Counsel, PAGA Payment to LWDA,
5 Settlement Administration Costs, and Settlement Awards to Eligible Class Members shall be paid by the
6 Settlement Administrator from the Gross Settlement Amount. (*Settlement*, section 32.)

7 Remaining Monies. If, at the conclusion of the 180-day check cashing period set forth above, any
8 funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be
9 distributed, subject to the Court's approval, to the California State Controller Unclaimed Property Fund in
10 the name of the Participating Individual to be held by the Controller's Office for the benefit of the
11 Participating Individual until such time as they claim their property, as allowed by law. (*Settlement*,
12 sections 45.)

13 **5. Final Fairness Hearing, Final Approval and Final Judgment**

14 Final Approval Hearing. Class Counsel will be responsible for drafting the Unopposed Motion for
15 Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class
16 Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Class
17 Counsel shall provide Defendants' Counsel a copy of a draft Motion for Final Approval of Settlement
18 Agreement at least five (5) business days in advance of filing it with the Court. Named Plaintiffs shall
19 request that the Court schedule the Final Approval Hearing no earlier than 100 calendar days after
20 Preliminary Approval, and at least thirty (30) calendar days after the Settlement Administrator's deadline
21 to provide the report of objections, opt-outs and awards to determine Final Approval of the settlement and
22 to enter a Final Approval Order:

- 23 a. certifying the Consolidated Amended Complaint as a class action;
- 24 b. finding dissemination of the Settlement Notice was accomplished as directed and met the
25 requirements of due process;
- 26 c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- 27 d. approving the payment of the Service Award to Named Plaintiffs;
- 28

- e. approving Class Counsel’s application for an award of attorneys’ fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. approving the Settlement Administrator’s fees and expenses for settlement administration;
- g. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- h. directing that the Actions be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Released Claims, and the related claims, if any, of the LWDA;
- i. directing that a Final Judgment be entered; and
- j. retaining continuing jurisdiction over the Actions for purposes only of overseeing all settlement administration matters.

(Settlement, section 29.)

Post-Judgment Report. At the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator’s report showing the total funds that were actually paid to Participating Individuals, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated. (Settlement, section 30.)

6. Released Parties and Settled Claims

Released Parties.

“Released Parties”

means (i) Defendants and ADP of San Dimas, LLC; (ii) any direct or indirect past, present, and future parents, affiliates, subsidiaries, and related entities of any of the foregoing; (iii) all communities and/or community real estate owners or community owners affiliated or related to Defendants in California of any of the foregoing (i) - (ii); (iv) any joint employers, joint ventures, predecessors, successors, and assigns of any of the foregoing (i) – (iii); (v) any current or former officers, directors, board members, trusts, trustees, owners, shareholders, principals, members, employees, agents, attorneys, administrators, auditors, accountants, experts, contractors, divisions, fiduciaries, heirs, subrogees, executors, receivers,

1 stockholders, representatives, partners, insurers, reinsurers of any of the foregoing (i) – (iv); and (vi) any
2 individual or entity that could be liable for any of the Released Claims. (*Settlement*, section 2.ee.)

3 Class Released Claims. Upon Final Approval of this Settlement Agreement and upon the full
4 funding of the Gross Settlement Amount, Named Plaintiffs on their own behalf and as the class
5 representatives, all Class Members who did not opt out of this lawsuit by filing a timely, valid request for
6 exclusion from the settlement pursuant to Paragraph 26, and all persons purporting to act on their behalf,
7 including, but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees,
8 legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and
9 successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any
10 other type or in any other capacity (collectively, the “Releasing Parties”) shall and hereby do release and
11 discharge all Released Parties, finally, irrevocably, forever, and with prejudice, from all claims alleged
12 and/or that could have been alleged, arising out of, or reasonably relating to, the facts and allegations pled
13 in the Operative Complaint during the Class Period. This shall include any claims during the Class Period
14 for the purported payment or nonpayment of compensation and other payments (including, but not limited
15 to, wages, minimum wages, straight time, overtime (including double time), paid sick leave, and/or
16 premium pay), failure to pay for all hours worked (including, but not limited to, off-the-clock, donning and
17 doffing, preliminary and postliminary activities, pre and post shift work, on-call time, waiting/walking
18 time, onboarding/training, COVID testing, meal and rest periods, rounding/time shaving, editing and/or
19 manipulation of time entries, locked clock, and auto-deduction of meal periods), failure to pay all
20 compensation at regular rate of pay where such rate is required by law (including, but not limited to,
21 overtime, meal and rest premiums, sick time pay, PTO/vacation, and/or reporting time pay), failure to
22 incorporate all requisite compensation (including, but not limited to, non-discretionary bonuses/incentives,
23 commissions, shift differentials, on-call pay, and/or other forms of pay) when calculating an employee’s
24 regular rate where such rate is required by law, failure to timely pay wages during employment and failure
25 to pay wages at termination/resignation (including but not limited to overtime and double time wages,
26 minimum wages, meal and rest period premiums, paid time off and vacation time, and/or reporting time
27 pay), failure to provide compliant meal breaks, failure to authorize and permit compliant rest breaks, failure
28 to pay meal and/or rest premiums, failure to provide seventh day of rest, failure to pay on-call time pay;
failure to pay reporting time pay, failure to provide and maintain timely, compliant, and accurate wage

1 statements, failure to include all information required under the law on wage statements, failure to record
2 and maintain required records (including but not limited to failure to accurately record time including all
3 time worked and failure to keep requisite payroll records in compliance with the Labor Code and
4 applicable wage orders), failure to reimburse for all reasonable business expenses (including but not
5 limited to cell phones and mobile data, communication devices, equipment, tools, supplies, PPE, medical
6 equipment, internet, home office and supplies, utilities, uniforms, laundering cost, gloves and masks,
7 required clothing and footwear, meals, travel expenses, licensing and training certifications, marketing,
8 mileage, and other employment related expenses), failure to provide suitable seating and potable water,
9 failure to maintain required temperatures, failure to comply with Business and Professions Code § 17200 et
10 seq., failure to comply with the Wage Theft Protection Act, and failing to comply with California Labor
11 Code, applicable wage orders, and Civil Code § 3287(b) and 3289, Government Code § 12952, related
12 premiums, statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages,
13 expenses, costs, attorneys' fees, equitable relief, injunctive relief, declaratory relief, or accounting, whether
14 such causes of action are in tort, contract, or pursuant to a statutory remedy (collectively, "Class Released
Claims"). (*Settlement*, section 19.)

15 PAGA Released Claims. Upon final approval of this Settlement Agreement and upon the full
16 funding of the Gross Settlement Amount, Named Plaintiffs, on behalf of the LWDA and the State of
17 California and Aggrieved Employees, shall and hereby do release and discharge all Released Parties,
18 finally, forever and with prejudice, from any and all claims and rights to recover civil penalties under the
19 Private Attorneys' General Act and any rights to recover costs, expenses, attorneys' fees and interest
20 pursuant to PAGA that were alleged, or could have been alleged, arising out of, or reasonably relating to
21 the facts and allegations pled in the Actions, including but not limited to those alleged in any of the
22 complaints filed in the Actions, as well as and any and all related letters to the LWDA and any amended
23 letters, during the PAGA Period. This shall include any claims during the PAGA Period pursuant to PAGA
24 for the purported payment or nonpayment of compensation and other payments (including, but not limited
25 to, wages, minimum wages, straight time, overtime (including double time), paid sick leave, and/or
26 premium pay), failure to pay for all hours worked (including, but not limited to, off-the-clock, donning and
27 doffing, preliminary and postliminary activities, pre and post shift work, on-call time, waiting/walking
28 time, onboarding/training, COVID testing, meal and rest periods, rounding/time shaving, editing and/or

1 manipulation of time entries, locked clock, and auto-deduction of meal periods), failure to pay all
2 compensation at regular rate of pay where such rate is required by law (including, but not limited to,
3 overtime, meal and rest premiums, sick time pay, PTO/vacation, and/or reporting time pay), failure to
4 incorporate all requisite compensation (including, but not limited to, non-discretionary bonuses/incentives,
5 commissions, shift differentials, on-call pay, and/or other forms of pay when calculating an employee's
6 regular rate where such rate is required by law, failure to timely pay wages during employment and failure
7 to pay wages at termination/resignation (including but not limited to overtime and double time wages,
8 minimum wages, meal and rest period premiums, paid time off and vacation time, and/or reporting time
9 pay), failure to provide compliant meal breaks, failure to authorize and permit compliant rest breaks, failure
10 to pay meal and/or rest premiums, failure to provide seventh day of rest, failure to pay on-call time pay;
11 failure to pay reporting time pay, failure to provide and maintain timely, compliant, and accurate wage
12 statements, failure to include all information required under the law on wage statements, failure to record
13 and maintain required records (including but not limited to failure to accurately record time including all
14 time worked and failure to keep requisite payroll records in compliance with the Labor Code and
15 applicable wage orders), failure to reimburse for all reasonable business expenses (including but not
16 limited to cell phones and mobile data, communication devices, equipment, tools, supplies, PPE, medical
17 equipment, internet, home office and supplies, utilities, uniforms, laundering cost, gloves and masks,
18 required clothing and footwear, meals, travel expenses, licensing and training certifications, marketing,
19 mileage, and other employment related expenses), failure to provide suitable seating and potable water,
20 failure to maintain required temperatures, unlawfully deducting wages, failure to comply with the Wage
21 Theft Protection Act, and failing to comply with the California Labor Code and applicable wages orders;;
22 related premiums, statutory penalties, waiting time penalties, or civil penalties; costs; interests; attorneys'
23 fees; equitable relief; injunctive relief; declaratory relief; or accounting (collectively, "PAGA Released
24 Claims"). The Parties agree that there shall be no right for any Aggrieved Employees to opt out or
25 otherwise exclude themselves from the release of PAGA claims. The Parties intend and agree that the Final
26 Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and
27 preclusive effect to the fullest extent allowed by law and shall also be effective to adjudicate and release
28 the claims and/or rights of the LWDA to recover civil penalties against the Released Parties on behalf of
the Aggrieved Employees for any PAGA Released Claims (i.e., the Judgment on this Settlement will have

1 *res judicata* effect as to those claims of Aggrieved Employees, the LWDA, and State of the California,
2 whether pursued directly by the LWDA or by a representative pursuant to PAGA). (*Settlement*, section 20.)

3 Named Plaintiffs Chavez and Glass's Released Claims. Except as set forth in Paragraph 21.a., upon
4 the Effective Date, Named Plaintiffs Chavez and Glass shall and hereby do generally release, finally,
5 forever and with prejudice, any and all claims, obligations, demands, actions, rights, causes of action, and
6 liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in
7 law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance,
8 regulation, common law, or other source of law or contract, whether known or unknown, and whether
9 anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542
10 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and
11 including the date of the execution of this Settlement Agreement, for any type of relief, including, without
12 limitation, claims for minimum wages, straight time wages, or overtime wages, meal breaks, rest breaks,
13 premium pay, other damages, penalties (including, but not limited to, waiting time penalties), liquidated
14 damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and
15 equitable and declaratory relief. This shall include, but is not limited to, the Class Released Claims and
16 PAGA Released Claims, as well as any other claims under any provision of federal, state, or local law.
17 Upon the Effective Date, other than as excluded pursuant to Paragraph 21.a., Named Plaintiffs Chavez and
18 Glass shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the
19 provisions, rights, and benefits they may otherwise have had relating to the Released Claims pursuant to
20 Section 1542 of the California Civil Code, which provides as follows:

21 **A general release does not extend to claims that the creditor or**
22 **releasing party does not know or suspect to exist in his or her favor at**
23 **the time of executing the release and that, if known by him or her,**
24 **would have materially affected his or her settlement with the debtor**
25 **or released party.**

26 Named Plaintiffs Chavez and Glass understand that this release does not apply to any claims or rights that
27 cannot be waived as a matter of law. Named Plaintiffs Chavez and Glass acknowledge, however, that they
28 have no workers' compensation claim pending at the time of signing this Settlement Agreement. Nothing

1 in this Settlement Agreement shall be construed to prohibit Named Plaintiffs Chavez and Glass from filing
2 a charge or cooperating with any investigation by any federal, state, or local government agency
3 (including without limitation the United States Department of Labor, the Equal Employment Opportunity
4 Commission, the Securities and Exchange Commission, the Department of Justice, and/or the National
5 Labor Relations Board). However, Named Plaintiffs Chavez and Glass understand that they will not be
6 entitled to recover any monetary damages or any other form of personal relief in connection with such a
7 claim, investigation or proceeding. To the extent that Named Plaintiffs Chavez and Glass are parties to
8 any claims against any of Defendants or the Released Parties, they agree to dismiss all such claims with
9 prejudice. Except as permitted by this Agreement or prohibited by law, in the event that any Named
10 Plaintiff asserts any other claim against any of Defendants or the Released Parties, it shall be dismissed
11 with prejudice upon presentation of this Settlement Agreement. Named Plaintiffs Chavez and Glass's
12 claims in the Chavez/Glass Individual Action are expressly carved out and not resolved or released in this
13 Settlement Agreement and are subject to a separate confidential settlement. (*Settlement*, at para. 21.)

14 Named Plaintiff Centes's Claims. Except as set forth in Paragraph 22.a., upon the Effective Date,
15 Named Plaintiff Centes shall and hereby does generally release, finally, forever and with prejudice, any
16 and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released
17 Parties, of whatever kind and nature, character, and description, whether in law or equity, whether
18 sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or
19 other source of law or contract, whether known or unknown, and whether anticipated or unanticipated,
20 including all unknown claims covered by California Civil Code section 1542 that could be or are asserted
21 based upon any theory or facts whatsoever, arising at any time up to and including the date of the
22 execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for
23 minimum wages, straight time wages, or overtime wages, meal breaks, rest breaks, premium pay, other
24 damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive
25 damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and
26 declaratory relief. This shall include, but is not limited to, the Class Released Claims and PAGA Released
27 Claims, as well as any other claims under any provision of federal, state, or local law. Upon the Effective
28 Date, other than as excluded pursuant to Paragraph 22.a., Named Plaintiff Centes shall be deemed to have
expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and

benefits they may otherwise have had relating to the Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Named Plaintiff Centes understands that this release does not apply to any claims or rights that cannot be waived as a matter of law. Named Plaintiff Centes acknowledges, however, that she has no workers' compensation claim pending at the time of signing this Settlement Agreement. Nothing in this Settlement Agreement shall be construed to prohibit Named Plaintiff Centes from filing a charge or cooperating with any investigation by any federal, state, or local government agency (including without limitation the United States Department of Labor, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, and/or the National Labor Relations Board). However, Named Plaintiff Centes understands that she will not be entitled to recover any monetary damages or any other form of personal relief in connection with such a claim, investigation or proceeding. To the extent that Named Plaintiff Centes is party to any claims against any of Defendants or the Released Parties, she agrees to dismiss all such claims with prejudice. Except as permitted by this Agreement or prohibited by law, in the event that Named Plaintiff Centes asserts any other claim against any of Defendants or the Released Parties, it shall be dismissed with prejudice upon presentation of this Settlement Agreement.

Named Plaintiff Centes's claims and causes of action 11 and 12 as filed in the original Complaint dated October 5, 2023 in the Centes Action (specifically, Centes's claims for retaliation in violation of Labor Code section 1102.5; wrongful constructive discharge in violation of public policy), are expressly carved out and not resolved or released in this Settlement and are subject to a separate confidential settlement agreement. (*Settlement*, at para. 22.)

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1 **IV. LEGAL ARGUMENT**

2 Any settlement of class litigation must be reviewed and approved by the Court. (Cal. R. Ct. 3.769;
3 Fed. R. Civ. P. 23(e).)¹ This is done in two steps: (1) an early (preliminary) review by the trial court, and
4 (2) a final review after notice has been distributed to the Class Members informing them of the terms of the
5 settlement and allowing them to exclude themselves from, participate in and/or object to the settlement.
6 The Manual for Complex Litigation (Third) § 30.41 states:

7 If the preliminary evaluation of the proposed settlement does not disclose grounds
8 to doubt its fairness or other obvious deficiencies, such as unduly preferential
9 treatment of class representatives or of segments of the class, or excessive
10 compensation for attorneys, and appears to fall within the range of possible
11 approval, the court should direct that notice ... be given to the class members of a
12 formal fairness hearing, at which arguments and evidence may be presented in
13 support of and in opposition to the settlement.

14 Thus, the preliminary approval by the trial court is simply a conditional finding that the settlement
15 appears to be within the range of acceptable settlements. (See *Wershba v. Apple Computer* (2001) 91
16 Cal.App.4th 224, 234-35.) “The strength of the findings made by a judge at a preliminary hearing or
17 conference concerning a tentative settlement proposal may vary. The court may find that the settlement
18 proposal contains some merit, is within the range of reasonableness required for a settlement offer, or is
19 presumptively valid subject only to any objections that may be raised at a final hearing.” (4 Alba Conte &
20 Herbert B. Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002).)

21 The law favors settlement, particularly in class actions and other complex cases in which substantial
22 resources can be conserved by avoiding the time, cost and rigors of formal litigation. (*City of Seattle*, 955
23 F.2d at 1276; *Potter v Pacific Coast Lumber Company* (1951) 37 Cal. 2d. 592, 602-603.; 4 *Newberg on*
24 *Class Actions* § 11.41.) To grant preliminary approval of this Class Action Settlement, the Court need find

25 _____
26 ¹ The California Supreme Court has authorized California's trial courts to use Federal
27 Rule 23 and cases applying it for guidance in considering class issues. (See
28 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; *Green v. Obledo* (1981) 29 Cal.3d
126, 145-146.) Where appropriate, therefore, Plaintiff cites Federal Rule 23 and
federal case law in addition to California law.

only that the settlement falls within the “range of reasonableness.” (*North County Contractor’s Ass. Inc. v. Touchstone Ins. Svcs.* (1994) 27 Cal. App. 4th 1085, 1089-1090.)

In determining whether a class settlement is fair, adequate and reasonable, courts must consider the following relevant factors: 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 of offered settlement; the extent of discovery completed and the range of the proceedings; and the experience and views of counsel. (*Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801; *Clark v. American Residential Services, LLC* (2009) 175 Cal. App. 4th. 785,799.) 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. (*Clark*, 175 Cal. App. 4th at 799; *Wershba*, 91 Cal. App. 4th at 245.)

Furthermore, courts must give “proper deference to the private consensual decision of the parties,” since “the court’s intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Hanlon v. Chrysler Corp.* (9th Cir. 1998), 150 F.3d 1011, 1027.)

A. The Terms Of The Proposed Settlement Are Fair

A preliminary review of the terms of the Settlement provides no reason to doubt its fairness. Indeed, this Court should begin its analysis with a presumption that the proposed settlement is fair. A presumption of fairness exists where: “1) the settlement is reached through arms-length negotiations; 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.” (*Dunk v. Ford Motor Co., supra*, at 1802.) The first three of these factors apply at the preliminary approval stage; the percentage of objectors is determinable only at the final approval stage.

1. The Settlement Was Reached Through Arm’s-Length Bargaining, Not Through Fraud or Collusion

The Settlement was reached following extensive negotiations during and after a private mediation with experienced and respected mediator of wage and hour class and PAGA actions, Michael Dickstein,

1 Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner,
2 were adversarial. The parties went into the mediation sessions willing to explore the potential for a
3 settlement of the dispute, but each side was also prepared to litigate its position through trial and appeal if a
4 settlement had not been reached. (*Savoy Decl.*, at paras. passim.)

5 During mediation, Plaintiffs strongly asserted the validity of their arguments and their assessment
6 that this case could be worth a substantial amount of money. However, as the mediation progressed,
7 Defendant presented its arguments as to various issues, and it became apparent that many issues would be
8 highly disputed and could pose a risk to both parties in going forward with litigation. As a result, the
9 parties agreed to resolve this matter for a total of Six Hundred Thousand Dollars and Zero Cents
10 (\$600,000.00). (*Savoy Decl.* at para. 20.)

11 Moreover, at mediation Mr. Serratore presided over the back and forth exchange of information,
12 and helped guide the parties towards what he believed, based on his experience, was a reasonable
13 resolution given the disputed issues of liability. (*Savoy Decl.*, at para. 21.)

14 Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence
15 to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars Steel Corp. v.*
16 *Continental Illinois Nat'l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682; *In re Chicken Antitrust*
17 *Litig.* (N.D. Ga. 1980) 560 F. Supp. 957, 962.) Courts do not substitute their judgment for that of the
18 proponents, particularly where, as here, settlement has been reached with the participation of experienced
19 counsel familiar with the litigation. (*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004)
20 221 F.R.D. 523, 528; *Hammon v. Barry* (D.D.C. 1990) 752 F. Supp. 1087, 1093; *Steinberg v. Carey*
21 (S.D.N.Y. 1979) 470 F. Supp. 471, 478; *In re Armored Car Antitrust Litig.* (N.D. Ga. 1979) 472 F. Supp.
1357, 1368; *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n* (E.D. Pa. 1978) 79 F.R.D. 571, 580.)

22 **2. Investigation and Discovery Were Sufficient For The Parties To Evaluate The Risks** 23 **Intelligently**

24 Prior to the Settlement, Plaintiffs' counsel conducted an investigation into the claims alleged by
25 Plaintiffs, conducted legal research, and engaged in extensive informal discovery. Prior to mediation, the
26 Parties met and conferred regarding the scope of discovery necessary for the Parties to engage in a
27 productive mediation. It was agreed that the Parties would exchange agreed upon documents and class
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1 records/data prior to mediation. (*Savoy Decl.*, at para. 30.)

2 In anticipation of the mediation, the Parties represent that they conducted significant investigation
3 and discovery of the facts and law. Defendant formally and informally produced, among other things,
4 hundreds of pages relevant written policies and procedures, Plaintiffs' personnel file (inclusive of
5 Plaintiffs' time and payroll records), and an agreed upon 20% sampling of class payroll and timekeeping
6 data for the Class and PAGA Periods. Plaintiffs' Counsel's review of the time records, payroll records, and
7 information relating to the size and scope of the Class, was sufficient data to permit Plaintiffs' Counsel and
8 their retained expert to understand the number of workweeks and pay periods at issue in the Class and
9 PAGA Periods, and cross-check them with the data points provided by Defendants. Specifically, there are
10 approximately 2,250 class members, who worked a total of approximately 96,000 workweeks and
11 approximately 35,000 PAGA pay periods. All of these numbers were extrapolated through January 30,
12 2026, the end date of the PAGA Period. The Parties agreed that the above-described investigation and
13 evaluation, as well as the information exchanged during the settlement negotiations, were more than
14 sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and
15 equitable basis. (*Savoy Decl.*, at paras. 10, 30.)

16 Through discovery and investigation, my office was able to identify multiple current and former
17 employees of Defendant that provided valuable information that allowed my office and our expert to clarify
18 any apparent discrepancies in the data provided by Defendant. (*Savoy Decl.*, at para. 32.)

19 For example, Defendant's records, by their face, could not provide us with information regarding
20 the alleged Off-The-Clock work or whether rest breaks were given in compliance with the applicable laws.
21 Through the interviews conducted by Plaintiffs' Counsel, it appeared that on average, the employees we
22 spoke with conducted approximately Thirty (30) minutes of work while off-the-clock per workweek.
23 Further, it was determined that rest breaks were either missed, interrupted, or cut short during
24 approximately Twenty-Fiver Percent of the shifts worked by interviewed employees. This information
25 simply could not have been known by the face of the records and standard written discovery. (*Savoy Decl.*,
26 at para. 33.)

27 Plaintiffs' statistical experts analyzed all of this objective and subjective information, and Plaintiffs'
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counsel evaluated the potential liability and damages for the Class Members. Based upon this information, Plaintiffs' counsel was able to act intelligently and effectively in negotiating the proposed Settlement. (*Savoy Decl.*, at para. 34.)

3. Counsel Is Experienced In Similar Litigation

Furthermore, the settlement negotiations were conducted by highly capable and experienced counsel. Plaintiffs' counsel are respected members of the bar with a strong record of vigorous and effective advocacy for their clients, and they are experienced in handling complex wage and hour class action litigation. (*Savoy Decl.*, at paras. 40-51.) Although Plaintiffs and Class Counsel were prepared to litigate the claims in this action, they support the proposed Settlement as being in the best interests of the Class Members. (*Savoy Decl.*, at para. 29.)

B. The Settlement Falls Well Within The "Ballpark" of Reasonableness

The Court must make an "independent assessment of the reasonableness of the terms of the settlement" prior to granting preliminary and final approval. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 799; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 127-28, 130, 133.) To do so requires the Parties to submit "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Clark, supra*, 175 Cal.App.4th at 800.) However, the Court should *not* "attempt to decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys." (*Kullar, supra*, 168 Cal.App.4th at 133.)

1. Settlement Amount Is Fair, Just, and Reasonable

Plaintiffs and Plaintiffs' counsel remain confident of the merits of Plaintiffs' claims. Plaintiffs and Plaintiffs' counsel considered several factors in reaching the decision to settle at this point in the litigation. Plaintiffs' counsel has calculated the maximum damages of the Class Members, inclusive of solely non-derivative claims without interest, as well as claims based on subjective factors, such as missed rest breaks and off-the-clock time worked, to be approximately Eleven Million, Four Hundred Seventeen Thousand, Three Hundred Forty-Four Dollars and Zero Cents (\$11,417,344.00) and believe this amount would be the maximum damage potential should the case proceed to trial and Plaintiffs prevail on all causes of action.

1 (*Savoy Decl.*, at para. 14.)

2 Given the maximum potential damages, the settlement sum of Six Hundred Thousand Dollars and
3 Zero Cents (\$600,000.00), which is approximately Five Percent (~5%) of total damages exposure, is
4 reasonable considering the substantial risks entailed by this case. Based on my and my partner Shoham J.
5 Solouki, Esq.'s extensive experience litigating wage and hour class actions, Plaintiffs' Counsel estimates a
6 Sixty Percent (60%) likelihood of obtaining and maintaining certification of Plaintiffs' claims, which
7 reduces the value of these claims. Additionally, the odds of all claims and causes of action surviving a
8 dispositive motion such as a Motion for Summary Judgment/Adjudication further reduces the value of the
9 case by approximately 50%, whether it be that the dispositive motion is granted in full or takes away a
10 substantial number of causes of action from the Action. Adding to the aforementioned risk, my office
11 further estimates that there is a Sixty Percent (60%) chance that Plaintiffs will prevail at trial on their
12 individual and class claims, further reducing the value of the claims. Taking these three major risk factors
13 into account, a more realistic damages recovery analysis brings values the instant action (exclusive of
14 PAGA penalties) to approximately Two Million, Fifty-Five Thousand, One Hundred Twenty-One Dollars
15 and Ninety-Two Cents (\$2,055,121.92). The GSA is approximately Thirty Percent (~30%) of the revised
16 and realistic total damages exposure, exclusive of PAGA penalties. The GSA represents a very
17 reasonable/favorable settlement for the Class Members. (*Savoy Decl.*, at para. 16.)

18 Defendant, on the other hand, strongly contends that its policies and practices do not violate any
19 laws and that it complied with all applicable laws. Specifically, Defendant maintains that Plaintiffs' claims
20 that they and class members were not paid for all hours worked is factually incorrect. It is Defendant's
21 position that there would be no liability for unpaid wages and overtime, and therefore, the derivative claims
22 of waiting time penalties, untimely wage payments and inaccurate wage statements therefore also fail.
23 Defendant further contends that it provided meal and rest breaks as required by law and is not required to
24 ensure that employees took every meal and rest period made available to them. (*Brinker Restaurant Corp.*
25 *v. Superior Court*, 53 Cal. 4th 1004 (2012).) Even if the data were to show that meal periods were not
26 taken, time records alone cannot establish a meal break violation under California law. (*See Donohue v.*
27 *AMN Servs., LLC*, 29 Cal. App. 5th 1068, 1088 n. 25, as modified (Dec. 28, 2018), review granted, 2019

1 WL 1388808, at *1 (Cal. Mar. 27, 2019) (finding that “an employer’s time records may . . . [only] reflect a
2 section 226.7 violation” in the class certification context, and not on the merits either at trial or on
3 summary judgment); *Brown v. Federal Express Corp.*, 249 F.R.D. 580, 587 (C.D. Cal. 2008) (time records
4 could not prove break claims as they would not provide reason for missed breaks).)

5 Additionally, Defendant contends that Plaintiffs would not obtain class certification on his claims,
6 particularly because the claims would require an individualized inquiry. (See *Koval v. Pacific Bell*
7 *Telephone Co.*, 232 Cal. App. 4th 1050, 1062 (2014) (denying certification and holding that Plaintiff’s
8 failure to demonstrate that allegedly unlawful policies were consistently applied “create[d] a shifting
9 kaleidoscope of liability determinations that render this case unsuitable for class action treatment”); *Dailey*
10 *v. Sears, Roebuck & Co.*, 214 Cal. App. 4th 974, 1002 (2013) (denying class certification of meal period
11 and rest break claims of employees alleging that they did not regularly take uninterrupted meal and rest
12 breaks where there was no evidence of a uniform policy showing that the Company required the employees
13 to forego breaks).) In such an event, there would be no recovery for Class Members at all. A discount was
14 required at this stage of the litigation for settlement purposes based on these risk factors.

15 Importantly, the significant risks that this Court may deny class certification or Plaintiffs’ fail to
16 prevail at trial, are obviated by the Settlement. Moreover, continued litigation would very likely reduce and
17 substantially delay recovery by Class Members. In contrast, because of the proposed Settlement, Class
18 Members will receive timely relief and avoid the risk of an unfavorable judgment and as well as the
19 possibility of having all, or a portion, of the class and representative claims lost to dispositive law and
20 motion practice. (*Savoy Decl.*, at para. 16.)

21 Furthermore, while Plaintiffs are confident in the merits of the case, a legitimate controversy exists
22 as to each cause of action. It must be noted that the lion share of the non-derivative and non-penalty class
23 damages are attributable to Unpaid Off-The-Clock claims, Rest Break Violation claims, and Failure to
24 Reimburse claims (approximately 58% of all non-derivative and non-penalty damages) are all based solely
25 on subjective information, such as statements given by Plaintiffs and Class Members, in opposition to valid
26 written timekeeping and rest break policies, making them hard to certify, and even harder to prove to the
27 tier of fact. This substantial factor was taken into consideration when valuing the reasonableness of the
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1 Settlement. (*Savoy Decl.*, at para. 17.) Plaintiffs also recognize that proving the amount of wages due to
2 each individual Class Member, while feasible, would be an expensive, time-consuming, and extremely
3 uncertain proposition. (*Savoy Decl.*, at para. 18.)

4 After deducting estimated attorney's fees and costs, settlement administrative fees and costs,
5 estimated Plaintiffs' enhancement award/payment, and the PAGA payment to the LWDA, the remaining
6 Net Settlement Amount ("NSA") is Forty-One Thousand Dollars, Eight Hundred Thirty-Three Dollars and
7 Thirty-Three Cents (\$41,833.33.) Assuming full participation of all 136 employees in the settlement, we
8 estimate that each class member will recover on average approximately Two Hundred Nineteen Dollars
9 and Forty-Six Cents (\$307.60) ($\$41,833.33/136 = \$307.598$). The average workweek recovery from the
10 NSA is approximately Eight Dollars and Seventy Cents (\$8.70). At the time of submitting this declaration,
11 Plaintiffs' Counsel estimates that the maximum recovery for a class member is approximately One
12 Thousand, Three Hundred Fifteen Dollars and Eighteen Cents (\$1,315.18) (class member(s) who worked
13 the maximum 151 workweeks in the Class Period). The minimum recovery for a class member is
14 approximately Eight Dollars and Seventy Cents (\$8.70) (class member(s) who worked 1 workweek out of
15 the total class period). On average, this amount is far from insignificant, especially because most class
16 members will never pursue their individual claims. (*Savoy Decl.*, at ¶ 23.)

17 In sum, when the risks of litigation, the uncertainties involved in achieving class certification, the
18 burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are
19 balanced against the merits of Plaintiffs' claims, it is my professional opinion that the Gross Settlement
20 Amount is fair, adequate, and reasonable. (*Savoy Decl.*, at para. 19.)

21 **2. Settlement Amount Allocated to PAGA Claim Is Fair, Just, and Reasonable**

22 Plaintiffs' have calculated the number of unique PAGA pay periods to be approximately 35,000.
23 When focusing on all applicable claims, Plaintiffs' found Defendants' maximum PAGA penalty exposure
24 to be approximately Three Million, Five Hundred Two Thousand Dollars and Zero Cents (\$3,500,000.00),
25 calculated at one \$100.00 violation per PAGA pay period. As noted, based on Plaintiffs' Counsel's
26 experience, Plaintiffs estimate a sixty percent (60%) chance of beating a motion for summary
27 judgment/adjudication on the underlying Labor Code causes of action (an increase from 50% under the
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1 class action analysis due to the additional hurdle of proving that Plaintiff is by legal definition an
2 “aggrieved employee”) as well as a 60% chance of a favorable outcome at trial. This reduces Defendant’s
3 potential PAGA penalty exposure to approximately One Million, Two Hundred Sixty Thousand Dollars
4 and Zero Cents (\$1,260,000.00). However, as explained below, this number must be greatly reduced when
5 the facts and evidence presented during litigation and mediation are taken into account. The Parties have
6 jointly agreed to attribute a total of Twenty Thousand Dollars and Zero Cents (\$20,000.00) to PAGA
7 penalties, which amounts to approximately 1.6% of the risk adjusted PAGA penalty exposure. For the
8 reasons below, Plaintiffs’ Counsel believes that the PAGA allocation is more than fair, just, and reasonable
9 for the Class Members, as it increases the NSA and makes sure that more of the settlement funds will go to
10 the Class Members rather than to the State via PAGA penalties. (*Savoy Decl.*, at para. 26.)

11 Through investigation and formal and informal discovery productions, as well as further evidence
12 presented at the mediations, it became clear that the majority of all Labor Code violations occurred within
13 the first (1) year of the PAGA Period. Defendant’s timekeeping, meal and rest break policies for the entire
14 class period appear facially valid. Based on timekeeping records and interviews with Plaintiffs and
15 aggrieved employees, Defendants’ apparent practice and enforcement of said policies appears to have
16 changed during the class period, which lead to stricter enforcement of their written wage and hour policies.
17 (*Savoy Decl.*, at para. 27.)

18 27. More importantly, as noted above, by allocating a majority of the GSA to class action
19 claims, the Class Members will actually receive a majority of the GSA. As such, the low PAGA allocation
20 is in the best interest of Class Members, and therefore should be deemed reasonable and fair. As such,
21 Plaintiffs believes it is proper to attribute Twenty Thousand Dollars (\$20,000) to PAGA penalties. (*Savoy*
22 *Decl.*, at para. 28.)

23 **C. The Court Should Issue an Order Conditionally Certifying the Settlement Class**

24 **1. *The Criteria for Conditional Certification of a Settlement Class Are Met***

25 California Code of Civil Procedure § 382 provides that three basic requirements must be met in
26 order to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined
27 community of interest in the question of law or fact affecting the parties to be represented; and (3)
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certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class is superior to other methods. (*Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069, 1089; *see also, Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1806; *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 704.) Any doubts as to the appropriateness of class treatment must be resolved in favor of certification, subject to later modification. (*Richmond v. Dart Indus. Inc.* (1981) 29 Cal.3d 462, 473-475.) For purposes of this Settlement only, Defendant has stipulated to conditional certification of the proposed class action. (*Settlement*, section 12.)

2. There Is an Ascertainable Class

Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class members. (*See Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) In this case, Plaintiffs contends that all three considerations strongly favor class certification.

a. The Settlement Class Is Precisely Defined

The proposed class consists of “All current and former non-exempt employees of Defendant Adir International LLC were employed by Defendant at any of Defendant’s California locations, at any time from June 13, 2015 through October 31, 2024.” The “Settlement Class” or “Settlement Class Members” means all Class Members other than those who opt-out. It is estimated that there are approximately 4,689 Class Members who worked an estimated 251,084 workweeks during the Class Period as of October 31, 2024. (*Settlement*, section 4 and 51g.) The class definition is sufficiently specific to enable the parties, potential class members, and the Court to readily determine the parameters of the class. (*See Clothesrigger, Inc. v. GTE Corp.* (1987) 191 Cal.App.3d 605, 617 (proposed class defined as all persons nationwide subscribing to telephone service since January 1, 1981, who were charged for one or more unanswered long distance calls, deemed “plainly” ascertainable).) Indeed, the Class Members are readily ascertainable from Defendant’s records. (*Savoy Decl.*, at para. 35.)

b. Class Members Are Numerous Enough that Individual Litigation Is Not Preferable

Class size leans in favor of class certification in this case. There are approximately 2,250 Class Members. (*Savoy Decl.*, para. 8.) It would be impractical to bring each of these persons before the Court

1 or to resolve their claims individually. There is no magic number that satisfies the numerosity requirement.
2 (*See, e.g., Rose v. City of Haywood* (1981) 126 Cal.App.3d 926, 934 (holding that forty-two class members
3 are quantitatively sufficient to satisfy the numerosity requirement).) Here, Plaintiffs asserts that the class
4 of 4,689 Class Members and allegedly aggrieved employees is sufficient to satisfy the numerosity
5 requirement.

6 **c. Members of the Class Are Easily Identifiable**

7 The question of whether class members are easily identifiable turns on whether a Plaintiff can
8 establish “the existence of an ascertainable class,” not whether the Plaintiff can “identify the individual
9 members of such class as prerequisite to the class suit.” (*Daar*, 67 Cal.2d at 706; *see also, Reyes v. San*
10 *Diego County Bd. of Supervisors* (1987) 196 Cal.App.3d 1263, 1275.) Here, the existence of an
11 ascertainable class can be established through Defendant’s records. (*Savoy Decl.*, para. 35.)

12 **3. The Proposed Class Shares a Well-Defined Community of Interest**

13 The community of interest requirement embodies three factors: (1) predominant questions of law
14 and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
15 who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806; *Richmond*, 29 Cal.3d at 473-75.)
16 In this case, Plaintiffs’ claims satisfy all three factors.

17 **a. Common Issues of Law and Fact Predominate Over Individual Issues**

18 The commonality criterion requires the existence of common questions of law or fact and is
19 generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d at 695; *In re*
20 *United Energy Corp. Solar Power Modules Tax Shelter Investment Securities Lit.* (C.D. Cal. 1988) 122
21 F.R.D. 251, 254.) All that is required is that a common question of fact or law exists which predominates
22 over issues unique to the Plaintiff. The existence of individual issues or facts is not a bar to class
23 certification as long as they do not render class litigation unmanageable or predominate over the common
24 issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1354 (“presence
25 of individual damages issues cannot bar certification”).)

26 In the Action, Plaintiffs’ claims present sufficient common issues of law and fact that predominate
27 over individual issues and warrant class certification. Plaintiffs allege that Defendant failed to provide
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1 timely, uninterrupted meal and rest periods to all Class Members as a regular practice. Plaintiffs allege that
2 Defendant failed to properly compensate Class Members for all hours worked, including overtime hours
3 worked and paid-time-off due to a failure to compensate said wages at the regular rate. Plaintiffs further
4 assert that Defendant failed to adequately compensate its former employees for all wages owed at the time
5 of their separation from employment. Plaintiffs allege that Defendant's policies and practices were
6 uniform as to all Class Members, and that all class members were indeed subjected to the same workplace
7 experiences as him. Thus, class treatment is appropriate.

8 **b. *Plaintiffs' Claims Are Typical of the Claims of the Settlement Class***

9 To satisfy the typicality requirement, California law does not require that a Plaintiff have claims
10 identical to the other class members. Rather, the test of typicality for a class representative is whether other
11 members have the same or similar injury, whether the action is based on conduct which is not unique to the
12 named Plaintiff, and whether other class members have been injured by the same course of conduct.
13 (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.) The typicality requirement for a class
14 representative refers to the nature of the claim or defense of the representative, and not to the specific facts
15 from which it arose or the relief sought. (*Id.*)

16 Here, Plaintiffs allege that their claims are similar to those of the other Class Members. All of
17 Plaintiffs' claims arise out of the same alleged facts and course of conduct giving rise to the claims of the
18 other Class Members, as they all worked together for Defendant and were subjected to identical workplace
19 policies and practices. Finally, Plaintiffs' claims are typical of the other class members because they seek
20 the exact same relief for alleged Labor Code violations. Because Plaintiffs' claims are based upon the
21 same alleged conduct and business practices as those of the potential Class Members, the typicality
22 requirement has been satisfied.

23 **c. *Plaintiffs and Counsel Will Fairly and Adequately Represent the Class***

24 The question of adequacy of representation "depends on whether the Plaintiff's attorney is qualified
25 to conduct the proposed litigation in the Plaintiff's interest or not antagonistic to the interests of the class."
26 *McGee v. Bank of America* (1976) 60 Cal.App.3d 422, 450. Here, these considerations are satisfied. Class
27 Counsel includes well-regarded and accomplished trial lawyers who are qualified and experienced in
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1 employment-related, class action litigation. (*Savoy Decl.*, at paras. 40-51.) Further, because Plaintiffs’
2 claims are typical of other Class Members and are not based on unique circumstances that might jeopardize
3 the claims of the Class, there is no antagonism between the interest of the representative Plaintiffs and
4 those of the Class. (*Declaration of Alexa Monique Chavez* (“*Chavez Decl.*”), passim; *Declaration of*
5 *Samantha Haley Glass* (“*Glass Decl.*”), passim; *Declaration of Mayra A. Centes* (“*Centes Decl.*”).)

6 Additionally, Plaintiffs Glass, Chavez, and Centes understand the obligations of being adequate
7 class representative, the details of what they have done to demonstrate the adequacy of their
8 representation, and the substantial burden they will and have undertaken in order to represent the putative
9 class. (*Id.*)

10 **4. Proceeding As a Class Action Is Superior to Individual Action**

11 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
12 as the Class Members and the Court will derive substantial benefits. Class certification would serve as the
13 only means to deter and redress the alleged Labor Code violations. (*See Linder v. Thrifty Oil Co.* (2000) 23
14 Cal.4th 429, 434 (relevant considerations include the probability that each class member will come forward
15 ultimately to prove his or her separate claim to a portion of the total recovery and whether the class
16 approach would actually serve to deter and redress the alleged wrongdoing).)

17 Furthermore, individual actions arising out of the same operative facts would unduly burden the
18 courts and could result in inconsistent results, which may be avoided by class certification.

19 **V. CONCLUSION**

20 For the reasons set forth above, Plaintiffs respectfully request that the Court: (1) certify a
21 provisional settlement class; (2) grant preliminary approval of the proposed Settlement; (3) approve the
22 Class Notice; (4) appoint Solouki | Savoy, LLP as Class Counsel; (5) appoint Alex Monique Chavez,
23 Samantha H. Glass, and Mayra A. Centes as Class Representatives; (6) approve ILYM Group, Inc. as the
24 Settlement Administrator; and (7) schedule a hearing on final approval of the Settlement.

SOLOUKI | SAVOY, LLP

Dated: July 21, 2026

/s/ Grant Joseph Savoy.
Grant Joseph Savoy, Esq.
Shoham J. Solouki, Esq.
*Attorneys for Plaintiff LAUDY RODRIGUEZ
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