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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

ANTOINETTE FERNANDEZ, AND SAMANTHA SHAUNEE BROWN, individually, and on behalf of all others similarly situated,

Plaintiffs,

vs.

ARAMARK UNIFORM & CAREER APPAREL, LLC, now known as VESTIS SERVICES, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendant.

Case No. 2:23-cv-07711-CAS-PD

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

[*Filed with the Declaration of Kane Moon, the Declaration of Plaintiff Antoinette Fernandez, the Declaration of Plaintiff Samantha Shaunee Brown, the Declaration of Sean Hartranft, and [Proposed] Order*]

PRELIMINARY APPROVAL HEARING:

Date: November 23, 2026
Time: 10:00 a.m.
Courtroom: 8D
Hon. Christina A. Snyder

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NOTICE OF MOTION

THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 23, 2026, at 10:00 a.m. in Courtroom 8D of the United States District Court for the Central District of California, the Honorable Christina A. Snyder presiding, Plaintiffs Antoinette Fernandez ("Plaintiff Fernandez") and Samantha Shaunee Brown ("Plaintiff Brown", together with Plaintiff Fernandez, the "Plaintiffs"), on behalf of themselves, the Settlement Class, the California Labor Workforce Development Agency, and all others similarly situated, move the Court for preliminary approval of Stipulation of Class and PAGA Representative Action Settlement ("Settlement", attached as Exhibit 1 to the accompanying Declaration of Kane Moon) with Defendant Vestis Services, LLC (formerly known as Aramark Uniform & Career Apparel, LLC) ("Defendant") (together with Plaintiffs, the "Parties").

The Settlement resolves all of the claims in this action on a class and representative basis. In particular, Plaintiffs move for orders:

(1) Granting preliminary approval of the Settlement;

(2) Conditionally certifying the Settlement Class for settlement purposes;

(3) Approving the proposed schedule and procedure for completing the final approval process for the Settlement, including setting the Final Approval Hearing;

(4) Approving the Notice of Settlement as it pertains to the Class (attached as Exhibit 1 to the Settlement);

(5) Preliminarily appointing Moon Law Group, PC, D.Law, Inc., and The Kick Law Firm, APC as Class Counsel for purposes of this Settlement;

(6) Preliminarily appointing Plaintiffs as Class Representatives for purposes of this Settlement;

(7) Preliminarily appointing and approving Apex Class Action Administration ("Apex") as the Settlement Administrator of the

Settlement;

(8) Authorizing the Settlement Administrator to mail the approved Notice of Settlement to the Settlement Class as set forth in the Settlement; and

(9) Preliminarily approving Class Counsel's request for attorney's fees and costs.

Plaintiffs bring this unopposed Motion pursuant to Federal Rule of Civil Procedure 23(e). The Motion is based on this notice, the following Memorandum of Points and Authorities, the supporting declarations and attachments thereto, and all other records, pleadings, and papers on file in this action and such other evidence or argument as may be presented to the Court at the hearing on this Motion. Plaintiffs also submit a Proposed Order Granting Preliminary Approval of Class and Representative Action Settlement with their moving papers.

Respectfully submitted,

Dated: October 20, 2026 **MOON LAW GROUP, PC**

By: */s/ Kane Moon*
Kane Moon
Lilit Ter-Astvatsatryan
Michael Citrin

Dated: October 20, 2026 **THE KICK LAW FIRM, APC**

By: */s/ Taras Kick*
Taras Kick

Dated: October 20, 2026 **D.LAW, INC.**

By: */s/*
Enoch J. Kim
Matthew J. Carraher

Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Antoinette Fernandez and Samantha Shaunee Brown ("Plaintiffs"), on behalf of themselves, and the Settlement Class, and PAGA Members, seek preliminary approval of the proposed Stipulation of Class and PAGA Representative Action Settlement ("Settlement") reached with Defendant Vestis Services, LLC (formerly known as Aramark Uniform & Career Apparel, LLC) (together with Plaintiffs, the "Parties"). *See* Declaration of Kane Moon ("Moon Decl."), **Exhibit 1**.

Plaintiffs brought this class and Private Attorneys General Act ("PAGA") action on behalf of approximately 674 individuals.

The Settlement resolves the class and representative claims for $488,630.00, with an average recovery of approximately $311.22. Settlement, ¶ 3.3.1; Moon Decl., ¶ 41. Based on discovery and independent investigation, Class Counsel believe the Settlement is fair, reasonable, and adequate. *Id.* Plaintiffs respectfully preliminary approval.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Case Background and Procedural History

Defendant provides rental uniforms and workplace supplies and employed Plaintiffs and other non-exempt, hourly-paid employees during the Class Period. Moon Decl., ¶ 5. Plaintiffs contend they and their coworkers were subjected to the same alleged unlawful labor practices. Moon Decl., ¶ 5.

On July 10, 2023, Fernandez submitted a notice letter to the California Labor and Workforce Development Agency ("LWDA") under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees. *Id.* at ¶ 6.

On July 12, 2023, Plaintiff Fernandez filed a putative wage and hour class action against Defendant in Los Angeles County Superior Court, *Fernandez v.*

Aramark Uniform & Career Apparel, LLC, Case No. 23STCV16346 (the "*Fernandez* Class Action"). *Id.* at ¶ 7.

On September 15, 2023, Defendant removed the *Fernandez* Class Action to the Central District of California as Case No. 2:23-cv-07711. Moon Decl., ¶ 8. On October 25, 2023, Plaintiff Fernandez filed a First Amended Complaint in the *Fernandez* Class Action. *Id.*

On October 26, 2023, Plaintiff Fernandez filed a Representative Action Complaint in Los Angeles County Superior Court, *Fernandez v. Aramark Uniform & Career Apparel, LLC*, Case No. 23STCV26252 (the "*Fernandez* PAGA Action"). *Id.* at ¶ 9.

On June 20, 2024, Plaintiff Brown filed a putative class action complaint in Los Angeles County Superior Court, *Brown v. Western First Aid & Safety*, Case No. 24STCV15418. *Id.* at ¶ 10.

On July 24, 2024, Defendant removed the *Brown* Class Action to the Central District of California as Case No. 2:24-cv-06238. *Id.* at ¶ 11. On August 12, 2024, Plaintiff Brown filed a First Amended Complaint in the *Brown* Class Action. *Id.*

On October 8, 2024, Plaintiff Brown filed a Representative Action Complaint in Los Angeles County Superior Court, *Brown v. Western First Aid & Safety, et al.*, Los Angeles Superior Court Case No. 24STCV26077 (the "*Brown* PAGA Action"). Moon Decl., ¶ 12.

On December 2, 2024, the Los Angeles County Superior Court deemed the *Fernandez* PAGA Action and *Brown* PAGA Action related, with the *Fernandez* PAGA Action as the lead case. *Id.* at ¶ 13. On February 10, 2025, this Court consolidated the *Fernandez* Class Action and the *Brown* Class Action. *Id.*

On February 27, 2025, Plaintiff Brown filed a Second Amended Complaint in the *Brown* Class Action. *Id.* at ¶ 14.

On October 21, 2025, following informal discovery, the Parties mediated with experienced wage and hour mediator, Eve Wagner, and reached a settlement in

principle resolving the *Fernandez* Class Action, *Fernandez* PAGA Action, *Brown* Class Action, and *Brown* PAGA Action. *Id.* at ¶ 15.

On February 4, 2026, the Los Angeles County Superior Court dismissed the *Fernandez* PAGA Action without prejudice. *Id.* at ¶ 16. On February 20, 2026, Plaintiffs filed a Second Amended Complaint ("SAC") in the *Fernandez* Class Action, adding PAGA penalties and including all claims originally raised in the related class and PAGA actions. *Id.*

On February 27, 2026, Plaintiff Fernandez submitted an amended notice letter to the LWDA under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees. Moon Decl., ¶ 17, Ex. 2.

On May 11, 2026, Plaintiffs filed a Third Amended Complaint. *Id.* at ¶ 18.

On May 22, 2026, Brown submitted an amended notice letter to the LWDA under PAGA alleging violations of the California Labor Code on behalf of Defendant's non-exempt California employees. *Id.* at ¶ 19.

Defendant and the Released Parties deny all liability and wrongdoing and contend that, except for purposes of Settlement, the Action is not appropriate for class or representative treatment. Settlement, ¶ 2.2.3.

B. Discovery and Investigation

The Parties mediated after informal discovery. Moon Decl., ¶ 21. Defendant produced sample time and pay records, applicable policy manuals, and the number of current and former employees. *Id.* Class Counsel and the statistics expert used these materials to assess Defendant's realistic liability.

Class Counsel reviewed applicable law, Defendant's wage-and-hour policies and practices, and a 24% sample of time and pay records with a statistics expert. Moon Decl., ¶ 22. This allowed Class Counsel to evaluate the potential for certification, the merits of the claims, and Defendant's maximum exposure before mediation and to negotiate intelligently. *Id.*

C. Mediation

On October 21, 2025, the Parties mediated with professional neutral Eve Wagner, Esq. *Id.* at ¶ 23. After arm's-length, adversarial negotiations concerning Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement. *Id.*

III. KEY TERMS OF THE PROPOSED SETTLEMENT

Defendant has agreed to pay $488,630.00 to settle all aspects of the Action. Settlement, ¶ 3.3.1. The key terms include:

A. Action: "Action" means the above-captioned action, Fernandez v. Aramark Uniform & Career Apparel, LLC, Central District of California Case No. 2:23-cv07711-CAS-PD. Settlement, ¶ 1.1.

B. Settlement Class: All current and former non-exempt employees in California since July 12, 2020, who were assigned to work at the Riverside Market Center or the Western First Aid & Safety division. *Id.* at ¶ 1.36.

C. Settlement Class Period: July 12, 2020, through and including the Preliminary Approval Date. *Id.* at ¶ 1.5.

D. Eligible Workweeks: The workweeks that each Settlement Class Member worked for Defendant in California and were assigned to the Riverside Market Center or the Western First Aid & Safety division during the Class Settlement Period. *Id.* at ¶ 1.11.

E. PAGA Settlement Period: July 12, 2022, through the Preliminary Approval Date. *Id.* at ¶ 1.26.

F. Class Counsel: "Class Counsel" means Kane Moon, Lilit Ter-Astvatsatryan, and Michael Citrin of Moon Law Group, P.C.; Natalie Haritoonian, Enoch J. Kim and Matthew J. Carraher of D.LAW, Inc.; and Taras Kick of The Kick Law Firm, APC. *Id.*, at ¶ 1.3.

G. Gross Settlement Amount: The Gross Settlement Amount is $488,630.00. *Id.* at ¶ 3.3.1. Defendant will separately pay the employer's portion of payroll taxes, including FICA and FUTA, on the portion of each

Individual Settlement Payment allocated as unpaid wages. *Id.*

H. Escalation or Truncation: Defendant identified approximately 45,330 workweeks. *Id.* at ¶ 3.3.2. If actual Workweeks exceed 49,863, Defendant may either proportionally increase the Gross Settlement Amount above 49,863 or truncate the Class Settlement Period when Workweeks reach 49,863, and will identify its election when the Class Data is transmitted to the settlement administrator. *Id.*

I. Net Settlement Amount: The Gross Settlement Amount less the PAGA Payment, Court-approved attorneys' fees and costs, Settlement Administration Costs, and Enhancement Awards. *Id.* at ¶ 1.21.

J. The PAGA Settlement Amount: $50,000.00 with 75% ($37,500.00) to the LWDA and 25% ($12,500.00) to PAGA Members, distributed pro rata to PAGA Members based on Eligible Pay Periods during the PAGA Settlement Period. *Id.* at ¶ 3.4.5.

K. Class Counsel's Award: Attorneys' fees not to exceed one third of the Gross Settlement Amount (currently calculated as $162,876.67) and costs up to $35,000.00. *Id.* at ¶ 3.4.2. Any amount not awarded reverts to Net Settlement Amount *Id.* Pursuant to a Joint Prosecution Agreement, and as consented to in a signed writing by Plaintiffs, attorneys' fees will be divided 40% to Moon Law Group, PC, 20% to The Kick Law Firm, APC, and 40% to D.Law, Inc.

L. Class Representative Enhancement Payments: The Settlement allocates, subject to the Court's approval, a Class Representative Enhancement Award of $10,000 to each Plaintiff, payable from the Gross Settlement Amount. *Id.* at ¶ 3.4.1. Any amount not awarded by the Court shall be added to the Net Settlement Amount. *Id.*

M. Settlement Administration Costs: Not to exceed $10,990.00, payable to APEX Class Action Administration, with any unawarded amount added to

the Net Settlement Amount. *Id.* at ¶¶ 1.35, 3.4.3; Moon Decl., ¶ 29, Ex. 5.

N. Individual Settlement Payment: "Individual Settlement Payment" means the settlement amount due to each Participating Class Member from the Net Settlement Amount. Settlement, ¶ 1.18.

O. Tax Treatment of Individual Settlement Payments: 33% of each Individual Settlement Payment will be attributed to unpaid wages and 67% will be attributed to interest and penalties. *Id.* at ¶ 3.5.1.

P. Tax Treatment of Individual PAGA Payments: All Individual PAGA Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required by law. *Id.* at ¶ 3.5.2.

Q. "Released Class Claims": means all federal, state and local law claims, rights, demands, liabilities, penalties and causes of action, asserted in the Actions, and all claims that could have been asserted arising from the same alleged facts in the Third Amended Complaint filed in the Fernandez Federal Action, and as further specified in the Settlement. *Id.* at ¶ 1.30.

R. "Released PAGA Claims" means all claims for civil penalties under PAGA asserted in the Fernandez Federal Action based on the same alleged causes of action and facts in the Third Amended Complaint and Plaintiffs' PAGA letters, and as further specified in the Settlement. *Id.* at ¶ 1.31.

S. Disputes: Participating Class Members and PAGA Members may dispute Eligible Workweeks and Eligible Pay Periods by submitting information to the Settlement Administrator in writing by the Response Deadline. *Id.* at ¶ 4.5.

T. Request for Exclusion: Class Members seeking to opt out must submit a signed, dated written Opt-Out Request to the Settlement Administrator, postmarked by the Response Deadline. *Id.* at ¶ 4.3.1.

U. Objection to Settlement: Participating Class Members, except for each Class Representative, will have until the Response Deadline to file a written

objection to the Court. *Id.* at ¶ 4.4.

V. Response Deadline: The Response Deadline is 45 calendar days after the Settlement Administrator mails the Notice, which shall be extended by 14 days for re-mailed Notices. *Id.* at ¶ 1.33.

IV. LEGAL DISCUSSION

A. Legal Standard

A class action settlement requires court approval. Fed. R. Civ. P. 23(e). Approval generally proceeds through preliminary approval, notice to the class, and a final approval hearing at which objections, evidence, and argument may be heard. Manual for Complex Litigation, § 21.61 (4th ed. 2004). Approval rests in the Court's discretion. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

Rule 23 requires the settlement class to satisfy class certification requirements and the settlement to be fair, reasonable, and adequate. Fed. R. Civ. P. 23(a), (e)(2); *Hanlon*, 150 F.3d at 1020. This Settlement satisfies Rule 23(a), 23(b), and 23(e)(2), so preliminary approval is warranted.

B. The Court Should Grant Preliminary Approval of the Settlement Because the Settlement Class Meets the Requirement for Class Certification

Rule 23(a) requires numerosity, commonality, typicality, and adequacy. Fed. R. Civ. P. 23(a). Rule 23(b)(3) also requires predominance and superiority. Fed. R. Civ. P. 23(b)(3). Plaintiffs contend the Settlement Class satisfies these requirements.

1. The Putative Class Members Are Numerous and Ascertainable.

Numerosity requires a class large enough that joinder is impracticable. Fed. R. Civ. P. 23(a)(1). Courts routinely find numerosity satisfied with at least forty members. *Ikonen v. Hartz Mountain Corp.*, 122 F.R.D. 258, 262 (S.D. Cal. 1988); *Romero v. Producers Dairy Foods, Inc.*, 235 F.R.D. 474, 485 (E.D. Cal. 2006). A class is ascertainable if its definition permits administrative identification of

members. *O'Connor v. Boeing North American, Inc.*, 184 F.R.D. 311, 319 (C.D. Cal. 1998).

The Settlement Class includes approximately 674 individuals, making joinder impracticable. Moon Decl., ¶ 31. Class Members are also ascertainable from objective criteria in Defendant's business records, including their job position.

2. Plaintiffs' Claims Raise Common Issues of Fact or Law.

Commonality requires at least one common question of law or fact. *Fry v. Hayt, Hayt & Landau*, 198 F.R.D. 461, 467 (E.D. Pa. 2000). Plaintiffs need not show that most questions are common, and "even a single common question" suffices. *Wang v. Chinese Daily News, Inc.*, 737 F.3d 538, 544 (9th Cir. 2013). Wage-and-hour challenges to uniform policies are capable of class-wide resolution. *Fodera v. Equinox Holdings, Inc.*, 341 F.R.D. 616, 629 (N.D. Cal. 2022).

Plaintiffs contend common questions predominate because Defendant's standardized wage-and-hour policies and practices applied to the Settlement Class. Moon Decl., ¶¶ 4, 5, 7, 9, 10, 12. Class Members allegedly suffered the same types of injuries and would prove the same core issues, making class-wide resolution preferable to individual suits. *Id.*

3. Plaintiffs' Claims Are Typical of the Claims of the Class.

"Rule 23(a)(3) requires that the claims of the named parties be typical of the claims of the members of the class." *Fry*, 198 F.R.D. at 468. "[A] representative's claims are 'typical' if they are reasonably coextensive with those of absent class members; they need not be substantially identical." *Hanlon*, 150 F.3d at 1020.

Plaintiffs contend typicality is satisfied because they were former employees subject to the same alleged unlawful policies and practices as the Class. Moon Decl., ¶ 5. Time and pay records confirm Class Members were subject to the challenged practices. *Id.* at ¶¶ 34-38.

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4. Plaintiffs and Their Counsel Can Adequately Represent the Class.

To meet the adequacy of representation requirement in Rule 23(a)(4), Plaintiffs must show "(1) that the putative named plaintiff has the ability and the incentive to represent the claims of the class vigorously; (2) that he or she has obtained adequate counsel, and (3) that there is no conflict between the individual's claims and those asserted on behalf of the class." *Fry*, 198 F.R.D. at 469.

Plaintiffs' claims align with the claims of the Class, and Plaintiffs' claims are not antagonistic to the claims of the Class. *See* Fernandez Decl., ¶¶ 8-11; Brown Decl., ¶ 4-7. Plaintiffs have diligently prosecuted this case and reviewed the Settlement, with the interests of the Class in mind. Fernandez Decl., ¶¶ 8-11; Brown Decl., ¶ 12. Plaintiffs' willingness to serve as representatives demonstrates their serious commitment to bringing about the best possible results for the Class. Moreover, Plaintiffs retained Class Counsel who have extensive experience in wage and hour class actions, and who do not have any conflict with the Class. Moon Decl., ¶ 70; Declaration of Taras Kick ("Kick Decl.", ¶¶ 2, 4; Declaration of Enoch J. Kim ("Kim Decl."), ¶¶ 9-11.

5. The Rule 23(b)(3) Requirements for Class Certification Are Met.

Under Rule 23(b)(3), Plaintiffs must demonstrate that common questions "predominate over any questions affecting only individual members" and that a class action is "superior to other available methods for fairly and efficiently adjudicating the controversy." "The predominance analysis under Rule 23(b)(3) focuses on 'the relationship between the common and individual issues' in the case and 'tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.'" *Wang*, 737 F.3d at 545.

Here, Plaintiffs contend the common questions raised in this action predominate over any individualized questions concerning the Class. The Class is entirely cohesive because resolution of Plaintiffs' claims hinge on the uniform

policies and practices of Defendant, rather than the individualized treatment of each Class Member. Namely, the predominant questions relate to whether Class Members are entitled to be compensated for the time spent during off-the-clock, such as waiting in line to clock -in and -out of work, without compensation, unreimbursed business expenses, and for the missed, interrupted, or shortened meal and rest periods. *See* Moon Decl., ¶¶ 7, 9, 10, 12. As such, Plaintiffs contend that the resolution of these alleged class claims would be achieved through the use of common forms of proof, such as Defendant's policies and time and pay records, and would not require inquiries specific to individual Settlement Class Members.

Further, Plaintiffs contend that the class action mechanism is a superior method of adjudication compared to a multitude of individual suits. To determine whether the class approach is superior, courts are to consider: (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action. Fed. R. Civ. P. 23(b)(3)(A)-(D).

Here, Settlement Class Members do not have a strong interest in controlling their individual claims. The action involves hundreds of workers with very similar, but relatively small, claims for monetary injury. If Settlement Class Members proceeded on their claims as individuals, their many individual suits would require duplicity in discovery and litigation, and each Settlement Class Member would have to personally participate in the litigation effort to an extent that would never be required in a class proceeding. *See* Moon Decl., ¶ 46. Thus, Plaintiffs contend that the class action mechanism would efficiently resolve numerous substantially identical claims while avoiding a waste of judicial resources and eliminating the possibility of conflicting decisions from repetitious litigation and arbitrations.

The Settlement presented by the Parties also provides finality, ensures that

workers receive redress for their claims, and avoids clogging the legal system with numerous cases. Accordingly, class treatment is efficient and warranted, and the Court should conditionally certify the Settlement Class for settlement purposes.

C. The Court Should Grant Preliminary Approval of the Settlement Because the Settlement Is Fair, Reasonable, and Adequate

In deciding whether to approve a proposed class settlement, the Court must find that the proposed settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2); *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982); *Lynn's Food Stores*, 679 F.2d 1350, 1354-55 (11th Cir. 1982); *Otey v. CrowdFlower, Inc.*, No. 12-cv-05524-JST, 2015 WL 6091741 at 4* (N.D. Cal. Oct. 16, 2015). Included in this analysis are considerations of: the strength of the plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement. *Churchill Village, LLC. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (citing *Hanlon*, 150 F.3d at 1026).

Importantly, courts apply a presumption of fairness, whereas is the case here, "the settlement is recommended by class counsel after arm's-length bargaining." *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *6 (N.D. Cal. Apr. 1, 2011). There is also "a strong judicial policy that favors settlements, particularly where complex class action litigation is concerned." *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). In light of these factors, the proposed settlement is fair, reasonable, and adequate.

1. The Settlement Is the Product of Discovery, Investigation, and Informed and Non-Collusive Arm's Length Negotiations.

Courts routinely presume a settlement is fair where it is reached through arm's-

length bargaining. *See Hanlon*, 150 F.3d at 1027; *Wren*, 2011 WL 1230826, at *14. Furthermore, where counsel are well-qualified to represent the proposed class in a settlement based on their extensive class action experience and familiarity with the strengths and weaknesses of the action, courts find this factor to support a finding of fairness. *Wren*, 2011 WL 1230826, at *10; *Carter v. Anderson Merchandisers, LP*, No. EDCV 08-0025-VAP OPX, 2010 WL 1946784, at *8 (C.D. Cal. May 11, 2010) ("Counsel's opinion is accorded considerable weight.").

Here, the settlement was a product of non-collusive, arm's-length negotiations. Moon Decl., ¶ 23. The Settlement was reached following extensive negotiations after the Parties participated in a lengthy private mediation session before a professional neutral mediator. *Id*.

Prior to reaching this Settlement, Class Counsel conducted informal discovery and investigation into the claims alleged by Plaintiffs, including, among other things, investigating the applicable law, reviewing and analyzing a sample of time and pay records for Class Members, retaining a statistics expert, and preparing a damage analysis. Moon Decl., ¶¶ 21-22. Thus, Plaintiffs and their counsel were able to act intelligently and effectively in negotiating the Settlement. *Id*.

Moreover, Plaintiffs are represented by experienced class action litigators who feel strongly that the proposed Settlement achieves an excellent result for the Class Members. *See* Moon Decl., ¶¶ 71, 72. Accordingly, Plaintiffs contend that a presumption of fairness applies here.

2. The Strength of Plaintiffs' Case; the Risk, Expense, Complexity, and Likely Duration of Further Litigation; and the Risk of Maintaining Class-Action Status Throughout Trial.

Weighing the significant risks associated with further litigation against the strengths of Plaintiffs' case supports approval of the Settlement here. When a party continues to deny liability, there is an inherent risk in continuing litigation. Indeed, Defendant denies each of Plaintiffs' claims and has asserted various defenses to each

of Plaintiffs' claims, including that the Action is not appropriate for class or representative action, other than for purposes of settlement. *Id.* at ¶¶ 20, 34-38.

While Plaintiffs are confident in their ability to successfully litigate the alleged claims on the merits, the risks of doing so are substantial. In *Thieriot v. Celtic Ins. Co.*, No. C 10-04462 LB, 2011 U.S.Dist.LEXIS 44852, at *5 (N.D. Cal. April 21, 2011), the court approved a settlement agreement in which the defendant specifically denied liability, noting that such denial of liability illustrated the risk to continued litigation. *See also, Greko v. Diesel U.S.A., Inc.*, No. 10-cv-02576 NC, 2013 WL 1789602, at *5 (N.D. Cal. April 26, 2013) ("[E]ven with a strong case, further litigation would be time-consuming and expensive …). Here, Defendant similarly continues to contest liability and the propriety of class certification, injecting uncertainty and risk in continuing to litigate.

The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiffs' claims. Moon Decl., ¶ 43. Resolving this case by means of the Settlement will yield a prompt, certain, and substantial recovery for the Class Members. Such a result will benefit the Parties and the Court. It will bring finality to years of arduous litigation and will foreclose the possibility of expanding litigation.

3. The Amount Offered in Settlement Provides Substantial, Certain Benefits and Avoids the Risk, Cost, Delay and Burden of Further Litigation.

The Settlement is substantial, especially as its adequacy must be judged as "a yielding of absolutes and an abandoning of highest hopes […] Naturally, the agreement reached normally embodies a compromise; in exchange for the saving of cost and elimination of risk, the parties each give up something they might have won had they proceeded with litigation[.]" *Officers for Justice*, 688 F.2d at 624 (citations omitted). Accordingly, the "settlement is not to be judged against a […] speculative measure of what might have been achieved." *Linney v. Cellular Alaska P'ship*, 151

F.3d 1234, 1242 (9th Cir. 1998) (emphasis in original, citation omitted).

In the end, "[s]ettlement is the offspring of compromise; the question we address is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion." *Hanlon*, 150 F.3d at 1027. In addition, the Court should consider that the Settlement provides for payment to the Class now, rather than a speculative payment many years down the road. *See generally, City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974), abrogated on other grounds by *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000).

Here, the value of the Settlement—$488,630.00—is not only fair and reasonable, but an exceptional result, especially in light of the realistic recovery which Plaintiffs estimate to be $829,976.30. Moon Decl., ¶ 40. The Settlement represents 59% of the realistic recovery, which is a meaningful recovery for the Class. *Id.*; *see e.g., Jiangchen v. Rentech, Inc.*, No. CV 17-1490-GW(FFMx)) 2019 U.S.Dist.LEXIS 180474 (C.D.Cal. Oct. 10, 2019), at *21 (finding 10% recovery of the total maximum damages potentially available reasonable in light of the risks of continued litigation).

Settlement Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. *Id*. at ¶ 40. When considering the risks of litigation, including the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, the $488,630.00 settlement is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate. *Id*. at ¶ 42.

The Net Settlement Amount is approximately $209,763.33.[1] Moon Decl., ¶ 40. The average Individual Settlement Payment is approximately $311.22. *Id.* Participating Class Members' Individual Settlement Payments will vary based on the

[1] The Net Settlement Amount is: $488,630.00 minus $20,000 for Class Representative Enhancement Awards to Plaintiffs, minus $10,990.00 in Settlement Administration Costs, minus $50,000.00 for PAGA Payment, minus $162,876.67 for attorneys' fees, and minus $35,000.00 for maximum litigation expenses. Moon Decl., ¶ 41, n.1.

duration of their employment during the Settlement Class Period. *Id.*

4. The Extent of Discovery Completed and the Stage of the Proceedings

The amount of discovery completed prior to reaching a settlement is important because it bears on whether the parties and the court have sufficient information before them to assess the merits of the claims. *See, e.g., Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 617, 625 (N.D. Cal. 1979); *Lewis v. Starbucks Corp.*, No. 2:07-cv-00490-MCE-DAD, 2008 WL 4196690, at *6 (E.D. Cal. Sept. 11, 2008). Informal discovery may also assist parties with "form[ing] a clear view of the strengths and weaknesses of their cases." *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

The Parties engaged in extensive discovery that enabled both sides to assess the claims and potential defenses in this action. Moon Decl., ¶ 21. This allowed the Parties to accurately assess the legal and factual issues that would arise if the case proceeded to trial. *Id*. Class Counsel's liability and damages evaluation was premised on a careful and extensive analysis of Defendant's policies and time and pay records. *Id*. at ¶¶ 21-22. Further, Plaintiffs retained an expert who reviewed a 24% sample of the time and pay records. *Id*. Ultimately, facilitated by a neutral mediator, the Parties used this information and discovery to fairly resolve the litigation. *Id*. at ¶¶ 21-24.

5. The Experience and Views of Counsel.

The judgment of experienced counsel regarding the settlement is entitled to great weight. *Hanlon*, 150 F.3d at 1026; *Boyd*, 485 F.Supp. at 622; *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980). Reliance on such recommendations is premised on the fact that "parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 967 (9th Cir. 2009) (quoting *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995)).

Here, Plaintiffs and Class Counsel believe that the Settlement is fair, adequate, and reasonable. Plaintiffs' Counsel have extensive experience in prosecuting and litigating class action wage-and-hour suits like this one. *See* Moon Decl., ¶¶ 54-71. Kick Decl., ¶¶ 2, 4; Kim Decl., ¶¶ 9-16. The fact that qualified and well-informed counsel endorse the Settlement as being fair, reasonable, and adequate heavily favors this Court's preliminary approval.

6. Settlement Class Members' Response to the Settlement.

At final approval, Plaintiffs will inform the Court of any exclusions or objections to the settlement.

D. <u>The Enhancement Awards to Plaintiffs Are Reasonable</u>

Named plaintiffs in class action litigation are eligible for reasonable service awards. *See Staton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003). Here, the requested enhancement awards of up to $10,000.00 for each Plaintiff are intended to compensate them for the critical role they played in this case, and the time, effort, and risks undertaken in helping secure the result obtained on behalf of the Settlement Class Members. *See* Moon Decl., ¶ 44. In agreeing to serve as Class Representatives, Plaintiffs formally agreed to accept the responsibilities of representing the interests of all Settlement Class Members. *Id.* Class Counsel represents that Plaintiffs devoted a great deal of time and work assisting counsel for litigation and settlement. *Id.* Thus, this amount is reasonable in light of the benefits Plaintiffs generated for the Class. *See* Moon Decl., ¶¶ 44-47. Defendant does not oppose the requested payments to Plaintiffs. *Id*. at ¶ 47.

Moreover, the enhancement payments are fair when compared to the payments approved in similar cases. *See, e.g., Soto, et al. v. O.C. Communications, Inc., et al.*, Case No. 3:17-cv-00251-VC, ECF 304 (N.D. Cal. Oct. 23, 2019) (approving $15,000 and $10,000 service awards in recent hybrid FLSA/Rule 23 settlement); *Guilbaud v. Sprint/United Management Co., Inc.*, No. 3:13-cv-04357-VC, Dkt. No. 181 (N.D. Cal. Apr. 15, 2016) (approving $10,000 service payments for each class

representative in FLSA and California state law representative wage and hour action); *Van Liew v. North Star Emergency Services, Inc., et al.*, No. RG17876878 (Alameda Cty. Super. Ct., Dec. 11, 2018) (approving $15,000 and $10,000 service awards, respectively, to class representatives in California Labor Code wage and hour class action).

E. <u>The Requested Attorneys' Fees and Costs Are Reasonable</u>

The Settlement provides, subject to the Court's approval, attorneys' fees to Class Counsel up to one-third of the Settlement Amount (currently calculated as $162,876.67), and litigation costs not to exceed $35,000.00. Settlement, ¶ 3.4.2. These amounts are disclosed to the Class in the proposed Notice and are reasonable.

1. Class Counsel Will Request an Award of Fees Based on the "Common Fund" Method.

When a district court exercises diversity jurisdiction over a case consisting of exclusively California claims, as here, California substantive law applies to the calculation of the attorney fee award. *See, Mangold v. Cal. Pub. Utils. Comm'n*, 67 F.3d 1470, 1478-1479 (9th Cir. 1995) (finding state law to be applicable in "in determining not only the right to fees, but also the method of calculating the fees."); *see also, Rodriguez v. Disner*, 688 F.3d 645, 653 fn. 6 (9th Cir. 2012) ("If … we were exercising our diversity jurisdiction, state law would control whether an attorney is entitled to fees and the method of calculating such fees"); *Gonzalez v. Southern Wine & Spirits of Am., Inc.*, 555 Fed.Appx. 704, 704-705 (9th Cir. 2014) (finding district court abused its discretion in applying federal law instead of California substantive law to the calculation of attorneys' fees, holding that, because the court exercised diversity jurisdiction, California substantive law should have been applied).

Here, Plaintiffs' claims arise exclusively from California law. Accordingly, the Court should apply the method for calculating attorney's fees as set forth by California jurisprudence. *See, e.g., Laffitte v. Robert Half International, Inc.*, 1 Cal.5th 480, 503-506 (2016) (percentage method with a lodestar crosscheck is

appropriate in common fund cases). The California Supreme Court in *Laffitte* held that "the percentage method is a valuable tool that should not be denied" by the courts as there are "recognized advantages" such as "relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation." *Id*. at 503.

Furthermore, the use of the percentage method in common fund cases appears to be dominant in the Ninth Circuit. *See, e.g., Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *Six (6) Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990). The advantages of using the percentage method have been described thoroughly by other courts. *See, e.g., In re Activision Sec. Litig.*, 723 F.Supp. 1373, 1374-77 (N.D. Cal. 1989) (collecting authority and describing benefits of the percentage method over the lodestar method).

2. The Requested Fee Award Is in Line with Typical Cases.

"No general rule can be articulated on what is a reasonable percentage of a common fund. Usually, 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented." *See*, Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 14.03. Attorneys' fees that are fifty percent of the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. *See, id.*; *see also, Van Vranken v. Atlantic Richfield Company*, 901 F.Supp. 294 (N.D. Cal. 1995) (stating that most cases where 30-50 percent was awarded involved "smaller" settlement funds of under $10 million.).

The typical range of acceptable attorneys' fees in the Ninth Circuit is 20% to 33 1/3% of the total settlement value, with 25% considered the benchmark. *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 491-492 (E.D. Cal. 2010) (citing P*owers v.*

Eichen, 229 F.3d 1249, 1256 (9th Cir. 2000)); *Hanlon*, 150 F.3d at 1029; *Staton*, 327 F.3d at 952. However, the exact percentage varies depending on the facts of the case, and in "most common fund cases, the award exceeds that benchmark." *Id.* (citing *Knight v. Red Door Salons, Inc.*, 2009 WL 248367 (N.D. Cal. 2009); *In re Activision Sec. Litig.*, 723 F.Supp. 1373, 1377-78 (N.D. Cal. 1989) ("nearly all common fund awards range around 30%")).

In California, federal and state courts have customarily approved payments of attorneys' fees amounting to one-third of the common fund in comparable wage and hour class actions. *See, e.g., Soto, et al. v. O.C. Communications, Inc., et al.*, Case No. 3:17-cv-00251-VC, ECF 304 (N.D. Cal. Oct. 23, 2019) (approving attorneys' fees of one-third of the gross settlement in recent hybrid FLSA/Rule 23 settlement); *Regino Primitivo Gomez, et al. v. H&R Gunlund Ranches, Inc.*, No. CV F 10–1163 LJO MJS, 2011 WL 5884224 (E.D. Cal. 2011) (approving attorneys' fees award equal to 45% of the settlement fund); *Wren*, 2011 WL 1230826 (approving attorneys' fee award of just under 42% of common fund).

Here, Class Counsel request attorneys' fees that equal to one-third of the Gross Settlement Amount, which aligns with prevailing guidelines established in California case law and academic literature and is consistent with awards in California. *Compare* Settlement, ¶ 3.4.2 *with Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, n.11 (2008) ("Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."). Moreover, this percentage of the requested attorneys' fees is also within the typical range of attorneys' fees awarded in the Ninth Circuit.

3. The Experience, Reputation, and Ability of Class Counsel, and the Risk Undertaken by Class Counsel Support the Requested Fee Award.

Class Counsel possess considerable expertise in litigating class actions. *See* Moon Decl., ¶¶ 54-71; Kick Decl., ¶¶ 2, 4; Kim Decl., ¶¶ 9-16. Class Counsel have

been involved as lead counsel or co-counsel in several class actions that resulted in millions in recovery. *See* Moon Decl., ¶¶ 54-71; Kick Decl., ¶¶ 2, 4; Kim Decl., ¶¶ 9-16. Because it is reasonable to compensate class counsel commensurate with their skill, reputation and experience, Class Counsel's requested fee award is supported here.

Class Counsel's experience was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the settlement. Moon Decl., ¶ 72. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action litigation. *Id.* at ¶ 70. Based on these and other factors, Class Counsel have frequently received fee awards of this percentage from the gross recovery for the class. *See e.g., id.* at ¶¶ 58, 64.

Furthermore, there was no guarantee of compensation or reimbursement. *See*, Moon Decl., 51. Rather, counsel undertook all the risks of this litigation on a completely contingent fee basis. *Id*.

Nevertheless, Plaintiffs and Class Counsel committed themselves to developing and pressing Plaintiffs' legal claims to enforce the employees' rights and maximize the class recovery. *Id*. During the litigation, counsel had to turn away other less risky cases to remain sufficiently resourced for this one. *Id*. The challenges that Class Counsel had to confront and the risks they had to fully absorb on behalf of the class here are precisely the reasons for multipliers in contingency fee cases. *See, e.g., Noyes v. Kelly Servs., Inc.*, 2:02-CV-2685-GEB-CMK, 2008 WL 3154681 (E.D. Cal. Aug. 4, 2008); Posner, Economic Analysis of the Law, 534, 567 (4th ed. 1992) ("A contingent fee must be higher than a fee for the same legal services paid as they are performed… because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans").

Accordingly, Plaintiffs respectfully request that the Court preliminarily approve the attorneys' fees and costs as negotiated by the Parties.

F. The Proposed Notice of Settlement Is Reasonable

The Court must ensure that Class Members receive the best notice practicable under the circumstances of the case. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974). Procedural due process does not guarantee any particular procedure but rather requires only notice reasonably calculated "to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950); *Silber v. Mabon*, 18 F.3d 1449, 1454 (9th Cir. 1994). A settlement notice "is satisfactory if it 'generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.'" *Churchill Village LLC*, 361 F.3d at 575.

The Notice of Settlement, attached as **Exhibit 1** to the Settlement, is "the best notice practicable." Fed.R.Civ.P. 23(c)(2)(B). All Settlement Class Members have been identified, and the Notice of Settlement will be mailed directly to each Settlement Class Member. Settlement, ¶ 4.4.2. As the Notice will be provided by direct mail, the best possible form of notice under the circumstances, the proposed Notice plan satisfies due process. The Notice also clearly provides information on the nature of the action, the terms of the Settlement, and the monetary awards that Class Members will receive. *Id*., Ex. A. It states the Settlement does not constitute an admission of liability by Defendant, who denies all liability, and it recognizes that this Court has not ruled on the merits of the action. *Id*. It also states that final approval has yet to be granted. *Id*.

The Notice clearly explains the procedures and deadlines for requesting exclusion from the Settlement and objecting to the Settlement, as well as the consequences of taking or foregoing the various options available to the Class, and the date, time and place of the Final Approval Hearing. *Id*. Pursuant to Rule 23(h), the proposed Notice also sets forth the amounts of attorneys' fees and costs sought

by Plaintiffs. *Id.* Accordingly, the Notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court. *See* Conte, Newberg on Class Actions, §§ 8.21 and 8.39 (3rd Ed. 1992); Manual for Complex Litigation, Certification Notice, § 21.311; Settlement Notice, § 21.312 (4th ed. 2004).

Based on the foregoing, the Notice of Settlement should be preliminarily approved.

G. The Court Should Approve the Proposed Schedule

The last step in the settlement approval process is to hold a Final Approval Hearing where the court will hear argument and make a final decision to approve the Settlement pursuant to Rule 23(e)(3). *See* Manual for Complex Litigation, supra, at § 21.63. Plaintiffs have submitted a proposed order setting forth the proposed schedule of events from here through final approval. *See* [Proposed] Order.[2] Plaintiffs submit that the proposed schedule complies with Rule 23 and secures the benefits for the Class in a timely fashion.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary approval of the proposed Settlement and set a Final Approval Hearing.

Respectfully submitted,

Dated: October 20, 2026 **MOON LAW GROUP, PC**

By: */s/ Kane Moon*
Kane Moon
Lilit Ter-Astvatsatryan
Michael Citrin

[2] The Proposed Order provides a space to include the date of the Final Approval Hearing and the deadline for Plaintiffs to file the Motion for Final Approval. Plaintiffs propose that the Court set a Final Approval Hearing date approximately 120 days from the date of preliminary approval.

Dated: October 20, 2026

THE KICK LAW FIRM, APC

By: */s/ Taras Kick*
Taras Kick
Lauren Davis

Dated: October 20, 2026

D.LAW, INC.

By: */s/ Enoch J. Kim*
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Matthew J. Carraher

Attorneys for Plaintiffs

The undersigned, counsel of record for Plaintiff Antoinette Fernandez, certifies that this brief contains 6,784 words, which complies with the word limit of L.R. 11-6.1.

Dated: October 20, 2026 **MOON LAW GROUP, PC**

By: */s/ Kane Moon*
Kane Moon