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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, HALL OF JUSTICE

MARTIN OLSON, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

GKN AEROSPACE CHEM-TRONICS, INC., a California corporation, and DOES 1 through 100, inclusive,

Defendants.

AND RELATED CONSOLIDATED CASES

Case No. 37-2022-00029653-CU-OE-CTL

[Consolidated with Case No. 37-2022-00029655-CU-OE-CTL]

Assigned for All Purposes to Hon.Euketa Oliver, Dept. C-75

MEMORANDUM OF POINTS OF AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: April 24, 2026
Time: 9:00 a.m.
Dept: C-75

Complaint Filed: July 27, 2022
Trial Date: March 5, 2027

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I. INTRODUCTION

Plaintiffs Martin Olson, Donald Tvrdik, Richard Turrietta and Arturo Valdivia ("Plaintiffs") request that the Court take the first step in the settlement-approval process and grant preliminary approval of this class and PAGA action Settlement with Defendant GKN Aerospace Chem-Tronics Inc. ("Defendant" or "GKN").[1] The purpose of the Court's preliminary evaluation of the proposed Settlement is to determine whether it is within the "range of reasonableness" and thus, whether notice to the Class of the terms and conditions of the Settlement and the scheduling of a formal fairness hearing are worthwhile. Here, the proposed Settlement satisfies all the criteria for preliminary approval under California law and falls well within the range of reasonableness.

The basic monetary terms of the Settlement are as follows: (1) the Gross Settlement Amount is $2,250,000.00; (2) Plaintiffs request actual expenses to be paid to the Settlement Administrator to administer the Settlement, currently estimated to be $14,950.00; (3) Plaintiffs request, and Defendant does not oppose, a service award of $10,000.00 for each Plaintiff (a total of $40,000.00) for their efforts on behalf of the Class; (4) Plaintiffs request attorneys' fees in the amount of 35% of the Gross Settlement Amount, or $787,500.00, and actual costs not to exceed $90,000.00; (5) the payment to the LWDA is $33,750.00; and (5) a Net Settlement Amount of $1,283,800.00 will be available for distribution to Settlement Class Members and PAGA Settlement Members.

The Net Settlement Amount provides an estimated average recovery of $825.06 per Class Member, assuming 100% participation in the Settlement. This is a significant recovery, well within the range of reasonableness found by other courts in California. The Settlement was the result of Plaintiffs' litigation efforts over the course of nearly four years and was agreed to after Class Counsel was well-informed of the strengths and weaknesses of the claims in the Lawsuits. Plaintiffs and Class Counsel believe that the Settlement provides excellent benefits to the Class and requests that the Court preliminarily approve the Settlement and permit notice of its terms to be disseminated to the Class Members.

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[1] "Settlement" refers to the Settlement Agreement of Class Action and Private Attorneys General Act Claims, attached as **Exhibit A** to the Declaration of Esther L. Bylsma ("Bylsma Decl.") filed concurrently herewith. Unless otherwise defined herein, capitalized terms have the meaning ascribed to them in the Settlement.

II. BACKGROUND

A. Factual Background

The Lawsuits assert wage and hour class and PAGA claims against Defendant. *See* Declaration of Esther L. Bylsma in Support of Plaintiffs' motion for Preliminary Approval of Settlement, filed concurrently herewith ("Bylsma Decl."), ¶¶10-11.

Defendant GKN manufactures and repairs aerospace parts. *Id*., ¶8. Plaintiffs are former employees. *Id*., ¶9. *See also* Declaration of Martin Olson ("Olson Decl."), filed concurrently herewith, ¶3; Declaration of Donald Tvrdik ("Tvrdik Decl."), filed concurrently herewith, ¶3; Declaration of Richard Turrietta ("Turrietta Decl."), filed concurrently herewith, ¶3; Declaration of Arturo Valdivia ("Valdivia Decl."), filed concurrently herewith, ¶3.

Plaintiffs' main wage and hour claims are premised on the following factual allegations. Plaintiffs allege that: (i) Defendant maintained a business environment that discouraged and prevented employees from taking timely and full meal and rest periods free from Defendant's control; (ii) Defendant required employees to undergo Covid checks before clocking in and did not compensate employees for this time; (iii) Defendant failed to reimburse employees for cell phone and tools expenses; and (iv) Defendant failed to provide wage statements to employees that accurately stated the information required under Labor Code 226(a). *Id*., ¶10.

Based on the above core allegations, Plaintiffs' complaints[2] collectively asserts the following causes of action: (i) failure to pay overtime wages; (ii) failure to authorize and permit and/or make available meal periods or pay premium wages in lieu thereof; (iii) failure to authorize and permit and/or make available rest periods or pay premium wages in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages at separation; (vi) failure to timely pay earned wages during employment; (vii) failure to provide accurate itemized wage statements; (viii) failure to keep requisite payroll records; (ix) failure to reimburse business expenses; (x) violation of the California Business and Professions Code ("UCL"); and (xi) violations under the PAGA. *Id*., ¶11.

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[2] The operative complaint in the Olson/Turrietta Lawsuit is ROA No. 172, and the operative complaint in the Olson PAGA Lawsuit is ROA No. 1 on its docket of the leading case, San Diego Superior Case No. 37-2022-00029653. The operative complaint in the Tvrdik Lawsuit (San Diego Superior Case No. 37-2023-00031782) is ROA No. 9 on its docket. In conjunction with the Settlement and pursuant to the Agreement, the Parties are also filing a Stipulation and [Proposed]

The Class includes all persons who have been employed by Defendant as non-exempt employees in the state of California from July 27, 2018 through April 24, 2026. Settlement, ¶I.E. Defendant has estimated that approximately 1,556 Settlement Class Members worked approximately 280,000 workweeks during this period. Bylsma Decl., ¶66; Settlement, ¶6b.

B. Procedural History

The procedural history of the Actions are described in detail in the Bylsma Decl., and summarized below.

From approximately July 27, 2022 to October 18, 2023, Plaintiffs Olson and Tvrdik initiated their class and PAGA complaints. Bylsma Decl., ¶¶14-15, 20-21.

On March 10, 2023, the Court consolidated the Olson/Turrietta Lawsuit and the Turrietta PAGA Lawsuit. *Id.*, ¶18.

Over the course of approximately three years, Plaintiffs actively engaged in the discovery process. *Id.*, ¶¶22-33. Among other things, Plaintiffs served and responded to numerous sets of written discovery, conducted class member investigations, produced documents, and sought documents from Defendant. *Id.*, ¶¶22-26, 32. Defendant produced tens of thousands of pages of documents, which Plaintiffs reviewed with their expert. *Id.*, ¶26. Plaintiffs appeared for their depositions – twice for Plaintiff Olson. *Id.*, ¶27-28, 30-31. Plaintiffs took the deposition of Defendant's PMK. *Id.*, ¶29. The Parties attended numerous meet and confers regarding their discovery disputes and engaged in motions practice. *Id.*, ¶33.

On April 2, 2024, Plaintiff Olson filed a motion for class certification. *Id.*, ¶35. After full briefing (including supplemental briefing) and oral argument by the Parties, the Court granted in part and denied in part the motion. *Id.*, ¶¶35-42. Specifically, the Court conditionally certified a wage statement class based on Plaintiff's wage statement claim, but denied certification as to the other claims. *Id.*, ¶42.

On March 11, 2025, the Parties attended a private mediation with Monique Ngo-Bonnici, Esq., a well-respected and experienced mediator in wage-and-hour class actions. *Id.*, ¶¶44-47. However, the

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order to Consolidate Actions, in order to file an Amended Consolidated Complaint that includes all the claims so that the Parties may seek approval of the global settlement in a streamlined manner.

Parties were unable to reach resolution at that time. *Id.*, ¶47.

After the first mediation, the Parties continued to actively litigate the Lawsuits, including via continuing discovery and motion practice, and continued to prepare the Olson/Turrietta Lawsuit for trial and the Tvrdik Lawsuit for class certification. *Id.*, ¶¶48-60. In the Olson/Turrietta Lawsuit, Defendant filed a motion for summary adjudication, arguing that the wage statement claim did not have a viable remedy. *Id.*, ¶59.

On January 8, 2026, the Parties attended a second private mediation with Monique Ngo-Bonnici, Esq. *Id.*, ¶61. The Lawsuits did not settle at this second mediation, however, Ms. Ngo-Bonnici then provided a double-blind mediator's proposal. *Id.*, ¶62. The Parties accepted the proposal on or around January 13, 2026. *Id.*, ¶63. The Parties then negotiated the full terms and executed the Settlement on March 31, 2026. *Id.*, ¶64.

III. TERMS OF THE SETTLEMENT

A. Monetary Terms

The Settlement provides for a non-reversionary Gross Settlement Fund of $2,250,000.00, which excludes Defendant's share of federal, state, and local payroll taxes on the wage portion of the Individual Settlement Payments. Settlement, ¶I.P. With the motion for final approval, Class Counsel will seek fees not to exceed 35% of the Gross Settlement Fund, or $785,500.00, and actual costs, not to exceed $90,000.00. Settlement, ¶III.C.2. The Settlement also provides for the actual costs of settlement administration, which are estimated to be $14,950.00, and a $10,000.00 service awards to each Plaintiff for their services to the Class. Settlement, ¶¶III.C.4, III.C.1. Finally, the Settlement provides for a PAGA Payment of $45,000.00, of which $11,250.00 will be distributed to the PAGA Members on a *pro rata* pay period basis, and $33,750.00 will be paid to the LWDA. Settlement, ¶III.C.3.a-b.

The estimated Net Settlement Amount[3] available to the approximately 1,556 Class Members is $1,283,800.00. Bylsma Decl., ¶66. This provides an estimated average recovery of $825.06 per Class Member, assuming 100% participation in the Settlement. *Id.*

[3] The Net Settlement Amount consists of the Gross Settlement Amount of $2,250,00.00 minus Plaintiffs' service award ($40,000.00), Class Counsel's attorneys' fees ($787,500.00), Class Counsel's costs ($90,000.00), the PAGA Payment to the LWDA ($33,750.00), and Phoenix Class Action Administration Solutions' costs ($14,950.00).

The Net Settlement Amount is to be divided among all Settlement Class Members on a *pro rata* workweek basis. Settlement, ¶III.C.5. Specifically, Settlement Class Members' Class Member Payments will be based on the number of Workweeks the Settlement Class Member worked during the Class Period in proportion to the aggregate number of Workweeks worked by all Settlement Class Members. *Id*.[4] Twenty percent of all Class Member Payments be allocated as wages, and 80 percent as interest and penalties. Settlement, ¶III.D.1.

Checks paid to Settlement Class Members and PAGA Settlement Members will be valid for 180 days after issuance. Settlement, ¶III.C.6.b. If, at the conclusion of the 180-day check cashing period, any funds remain from checks returned as undeliverable or that are not negotiated, those monies shall be transmitted to the State of California Office of the Controller Unclaimed Property Fund in the names of the respective Settlement Class and/or PAGA Members who did not cash their checks. *Id*.

B. Settlement Administration

The Parties have agreed to retain Phoenix Class Action Administration Solutions ("Phoenix") as the Settlement Administrator and have determined that its bid for administration is fair. Settlement, ¶ I.DD. Class Counsel has used Phoenix to administer dozens of settlements, and Phoenix is a qualified and experienced settlement administrator with procedures in place to provide security for class data and adequate insurance in the event of a data breach or misuse of funds. Within 30 calendar days following preliminary approval, Defendant will provide Settlement Administrator the Class Information containing each Class Member's contact information and Workweeks. Settlement, ¶ III.I.3.a. Within 15 calendar days of preliminary approval, Phoenix will mail the Court-approved Class Notice to the Class Members by first-class U.S. mail. Settlement, ¶III.I.3.b.

Class Members will have 45 days after the date Phoenix first mails the Class Notice to submit requests for exclusion from the Settlement, file and serve objections to the Settlement. *Id*. If the Settlement is finally approved, the Phoenix will administer payments to the Settlement Class Members within fourteen calendar days after Phoenix receives the Gross Settlement Amount from Defendant. Settlement, ¶III.C.6.a.

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[4] PAGA Settlement Members will also be paid on a *pro rata* basis from the PAGA Payment. Settlement, ¶III.C.3.b.

C. Releases

As of the Effective Date,[5] all Settlement Class Members will release the Released Parties[6] from all claims that have been asserted by Plaintiffs or the Class Members asserted in the Lawsuits, including as amended, and/or arising from or related to the facts and claims alleged in the Lawsuits. Settlement, ¶III.G.1.

As of the Effective Date, all PAGA Settlement Members will release the Released Parties from all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Lawsuits, or in the Olson and Tvrdik PAGA Notices. Settlement, ¶III.G.2.

Plaintiffs have also agreed to a general release. Settlement, ¶III.G.3.

The above released claims are proper under applicable California law. "In a class action settlement, a clause providing for the release of claims may refer to all claims, both potential and actual, that may have been raised in the pending action with respect to the matter in controversy. Parties may agree to release not only those claims alleged in a complaint and before the court, but also claims which could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the complaint." *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal.App.5th 521, 537 (2021).

IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

A. Applicable Legal Standard

The decision to approve or reject a proposed settlement is committed to a court's broad discretion. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 234-35 (2001). To grant preliminary approval of a class action settlement, courts need find only that the settlement falls within

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[5] "Effective Date" means when all of the following events have occurred: Court grants the Motion for Final Approval of the Settlement and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day following Notice of Entry of the Court's Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment. Settlement, ¶ I.L.

[6] "Released Parties" means Defendant and each of its past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect, including but not limited to Melrose Industries), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, corporate affiliates, and potential and alleged joint employers, divisions, assigns, predecessors, successors, insurers, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies and providers, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns. Settlement, ¶ I.BB.

the range of possible final approval, also described as "the range of reasonableness." *See, e.g., North County Contractor's Assn., Inc. v. Touchstone Ins. Svcs*., 27 Cal. App. 4th 1085, 1089-90 (1994); *see also Newberg on Class Actions*, § 11:25.

To make this determination, courts must consider several relevant factors, including "the strength of [the] plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel." *Dunk v. Ford Motor Co*., 48 Cal. App. 4th 1794, 1801 (1996). "The list of factors is not exclusive, and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba*, 91 Cal. App. 4th at 245. Under the relevant factors, the Settlement warrants preliminary approval.

B. The Settlement Is Entitled to a Presumption of Fairness

A proposed settlement is presumed to be fair where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk*, 48 Cal. App. 4th at 1802.

Here, the Settlement was clearly the result of arms-length bargaining. The material terms of the Settlement were only agreed to by the Parties after two mediation sessions with Monique Ngo-Bonnici, Esq., a well-respected and experienced mediator in wage-and-hour class actions. Bylsma Decl., ¶¶44-47, 61-64. The Parties did not reach resolution at the end of the first mediation session, and Plaintiffs demanded and obtained additional discovery. *Id*., ¶¶48-55. The Parties also did not reach resolution at the end of the second mediation, but subsequently accepted the mediator's proposal. *Id*., ¶¶61-64.

Second, the material terms of the Settlement were only agreed to by the parties after significant investigation and discovery. Among other things, Defendants produced key data points, tens of thousand of pages of documents relating to the policies, practices, and procedures at issue in this litigation, time and pay records, and contact information for Class members which Plaintiff utilized to conduct factual interviews. *Id*., ¶¶21-26, 32. The Parties took and/or defended the depositions of

Plaintiffs and Defendant's PMK. *Id*., ¶¶27-31. These efforts, among others, allowed Class Counsel to formulate and assess potential damages against the risk of continuing litigation. *Id*., ¶¶67-84.

Third, Class Counsel are experienced and respected class action litigators. *Id*., ¶¶5-7. *See also* Declaration of Farah Khaled in Support of Motion for Preliminary Approval of Class Action Settlement, and Declaration of Tara Zabehi in Support of Motion for Preliminary Approval of Class Action Settlement, filed concurrently herewith ("Khaled Decl." and "Zabehi Decl."), ¶¶6-19.

Fourth, after preliminary approval and notice to the Class, Plaintiffs expect that the fourth factor (*i.e*., low number of objectors) will also be satisfied.

Accordingly, the Settlement satisfies all factors and is entitled to a presumption of fairness.

C. The Settlement Is Within the Range of Reasonableness

The Settlement provides for a Net Settlement Amount of approximately $1,283,800.00 to approximately 1,556 Class Members. Bylsma Decl., ¶66. As noted above, this provides an estimated average net recovery of **<u>$825.06</u>** per Class Member, assuming 100% participation in the Settlement. *Id*.

Class Counsel's damages and risks analysis, detailed in the Bylsma Decl., further supports the Settlement. *Id*., ¶¶67-77. Class Counsel carefully considered the substantive claims, Defendant's arguments, and the risks attendant in continuing to pursue these claims as compared to firm monetary recovery possible through the Settlement. *Id*. The Net Settlement Amount of $1,283,800 is approximately 71% of the total estimated discounted exposure – a figure that places the Settlement easily within the range of reasonableness determined in other comparable cases. *Id*., ¶77. This is a recovery that easily falls within the range of reasonableness. *See e.g*., *Viceral v. Mistras Grp., Inc*., 2016 U.S. Dist. LEXIS 140759, at *7 (N.D. Cal. Oct. 11, 2016) (approving wage and hour settlement of approximately 8% of total verdict value); *Stovall-Gusman v. W.W. Granger, Inc*., 2015 WL 3776765, at *4 (N.D. Cal. 2015) ("10% gross and 7.3% net figures are 'within the range of reasonableness."); *Balderas v. Massage Envy Franchising, LLP*, 2014 WL 3610945, at *5 (N.D. Cal. July 21, 2014) (gross settlement amount of 8% of maximum recovery and net settlement amount of 5%); *Ma v. Covidien Holding, Inc*., 2014 WL 360196, at *4-5 (C.D. Cal. Jan. 31, 2014) (9.1% of "the total value of the action" is within the range of reasonableness); *In re Omnivision Techs. Inc*., 559 F.

Supp. 2d 1036, 1042 (N.D. Cal. 2008) (approving settlement of 6% to 8% of estimated damages); *Bellinghausen v. Tractor Supply Co*., 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving settlement that provided 9% recovery based on estimated liability exposure); *In re Uber FCRA Litig.*, 2017 U.S. Dist. LEXIS 101552, at *23- 24 (N.D. Cal. June 29, 2017) (approving settlement where the gross settlement fund was valued at 7.5% of total possible verdict); *Cruz v. Sky Chefs, Inc.*, 2014 WL 7247065, at *5 (N.D. Cal. Dec. 19, 2014) (granting final approval where gross settlement amount represented 8.6% of the maximum potential recovery from the class claims).

The PAGA Payment of $45,000.00 is approximately 2% of the Gross Settlement Fund, which is within the range of settlements previously approved by courts in California. *See, e.g., Boone v. Amazon.Com Servs., LLC*, No. 1:21-cv-00241-KES-BAM, 2024 U.S.Dist.LEXIS 92122, at *40-*41 (E.D.Cal. May 22, 2024) ("The PAGA payment of approximately 1.8% of the Gross Settlement Fund falls within the range of penalties approved by courts."); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S.Dist.LEXIS 160052, at *21 (E.D.Cal. Oct. 29, 2012) (approving PAGA penalties representing 0.27% of the gross settlement fund).

D. The Settlement Provides Significant Benefits to the Class Compared to the Risks of Continued Litigation

It is well-settled that a proposed settlement is not to be measured against a hypothetical ideal result that might have been achieved. *See, e.g., 7-Eleven Owners for Fair Franchising v. Southland Corp*., 85 Cal. App. 4th 1135, 1150 (2000). "[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." *Id*.

Here, the certain benefits of the Settlement must be weighed against the risks of continuing litigation, which Class Counsel carefully assessed. Bylsma Decl., ¶¶67-84. Defendant has denied the allegations in Plaintiffs' complaints and has denied all liability. Settlement, ¶ II.C.; Bylsma Decl., ¶79. Defendant has also taken the position that this case is not suitable for class treatment and has asserted that it fully complied with its obligations under California's labor laws. *Id*. Defendant has asserted legal and factual grounds which it may use to defend the Lawsuits, which present difficult hurdles for Plaintiffs. *Id*., ¶¶69, 72, 74, 76. These defenses relate to the merits and to class certification. *Id.*

For example, Plaintiff Olson attempted to certify several classes and subclasses for his meal period claim, his rest period claim, and his wage statement claim. *Id*., ¶¶35, 42, 68. The Court ***denied*** class certification of these classes and subclasses, and only certified the wage statement class. *Id*. While Plaintiff Tvrdik would seek to present arguments that his motion for class certification should be decided without regard to the denial in the Turrietta/Olson Lawsuit, it was highly likely that the Court would apply the same reasoning to deny Plaintiff Tvrdik's motion. *Id*., ¶74.

In addition, with respect to the wage statement claim, Defendant argued that the alleged wage statement omissions and inaccuracies were not substantive, as the premium wages paid to the Class members were correct and employees already knew their applicable rates. *Id*., ¶69. Defendant also asserted that any volation was not knowing or intentional. *Id*. Defendant filed a motion for summary adjudication, and there was real and imminent risk that the motion may be granted. *Id*. If the Court agreed with Defendant, there would be no monetary recovery for the Class for the wage statement claim. *Id*., ¶¶69-70.

In addition, with respect to the other claims, Defendant asserted and presented evidence that employees' experiences were varied depending on factors such as job duties, work location, and type of shift. *Id*., ¶¶72, 74, 76. Plaintiffs are aware that there is a significant risk that Defendants would successfully argue that these variations in work experiences demonstrated that any wage and hour violations were not the result of any policy or practice attributable to Defendant. *Id*. In addition, Plaintiffs recognize that these arguments also potential manageability challenges for trial.

Absent this Settlement, further litigation would require substantial additional preparation and discovery and ultimately would involve the depositions of Class Members and experts, the presentation of percipient and expert witnesses at trial, as well as the consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. Bylsma Decl., ¶¶80-83. While Plaintiffs continue to believe that they would prevail on liability and certification, they also recognizes that a fact finder could find for Defendant on one or more of relevant issues and/or find damages to be significantly less than Plaintiffs' estimates. *Id.* Given the broad scope and magnitude of the risks, Class Counsel concluded that the Settlement, which provides a material percentage of Plaintiffs' estimated damages, is a beneficial and just result for the Class. *Id*., ¶84.

E. The Proposed Enhancement Payment Is Reasonable

Enhancement awards "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380, 1393–94 (2010).

Here, Plaintiffs have substantially contributed their time and efforts over a period of over four years in pursuing the Class and PAGA claims, and Plaintiffs' role was crucial in the cases. Bylsma Decl., ¶¶85-88. Plaintiffs took the significant risk of coming forward to represent the interests of their fellow employees. *Id*. As set forth in the Plaintiffs' Declarations, Plaintiffs had discussions with Class Counsel, worked with Class Counsel to review facts and answer questions, assisted Class Counsel in their two mediation efforts, and remained apprised of the case since choosing to become Named Plaintiffs. Olson Decl., ¶¶6-9; Turrietta Decl., ¶¶6-9; Tvrdik Decl., ¶¶6-9; Valdivia Decl., ¶¶6-8. Plaintiffs Olson, Turrietta and Tvrdik also had their depositions taken in the course of litigation. Olson Decl., ¶8; Turrietta Decl., ¶8; Tvrdik Decl., ¶8. They brought this matter out of a sincere desire to vindicate their own and their co-workers' rights. Olson Decl., ¶5, 9; Turrietta Decl., ¶¶5, 9; Tvrdik Decl., ¶¶5, 9; Valdivia Decl., ¶¶5, 8. In addition, Plaintiffs, unlike the Class Members, also agreed to a general release of claims. Olson Decl., ¶10; Turrietta Decl., ¶10; Tvrdik Decl., ¶10; Valdivia Decl., ¶9. Plaintiffs' service award in the amount of $10,000.00 each is reasonable considering the efforts they made and the risks they took in prosecuting this action to obtain the Settlement.

F. The Proposed Attorneys' Fees and Costs Award Is Reasonable

Plaintiffs seek reasonable attorneys' fees and costs from the Gross Settlement Amount. Settlement, ¶ I.D; Bylsma Decl., ¶¶89-94. Under the terms of the Settlement, Class Counsel may seek up to 35% of the Gross Settlement Fund, or $787,500.00, and actual costs not to exceed $90,000.00. *Id*.

Class Counsel shall present their lodestar and costs reports in the final approval papers when seeking Court approval of their Class Counsel Fees Award and costs. *Id*., ¶90. For the purposes of preliminary approval, Class Counsel notes that the 35% request is in accordance with the percentages approved by California courts (including this Court in similar cases). Class Counsel's fee request of 35% of the Gross Settlement Fund is within the range customarily approved by California and federal courts in comparable class actions. *See, e.g., Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 506 (2016) ("33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits."); *Martin v. Ameripride Servs., Inc.*, No. 08cv440-MMA (JMA), 2011 U.S. Dist. LEXIS 61796, at *23 (S.D. Cal. June 9, 2011) ("More particularly, courts may award attorneys' fees in the 30–40% range in wage and hour class actions that result in recovery of a common fund under $10 million.").[7]

In addition, the 35% percentage mark is warranted considering the nature of this case. *Id.*, ¶90. In this case, there was no guarantee of compensation or reimbursement. *Id.*, ¶91. Instead, Class Counsel has undertaken all the risks of this litigation on a completely contingent-fee basis. *Id.* The inherent risk of proving liability and damages on a class-wide basis and Defendant's representation by skillful counsel confronted Class Counsel with the prospect of recovering nothing or close to nothing for their investment in the case. *Id.* Nevertheless, Plaintiffs and Class Counsel have committed themselves to developing and pressing Plaintiffs' claims to enforce their fellow employees' rights and maximize the Class recovery. *Id.* This commitment and the risks involved are the reasons for multipliers in contingency-fee cases. *Id.* As Class Members will receive a significant payment if the Settlement is approved, Class Counsel seeks a reasonable fee award for their efforts and the risk they have assumed. *Id.* Moreover, due to Class Counsel's efforts and success on Plaintiff Olson's certified claim, Defendant modified their existing policies as to their wage statements as a result. *Id.* Attorneys who litigate on a wholly or partially contingent basis expect to receive significantly higher effective hourly rates in cases where compensation is contingent on success, particularly in hard-fought cases where, like in the case at bar, the result is uncertain. *Id.*, ¶92.

Moreover, due to Class Counsel's efforts and success on Plaintiff Olson's certified claim, Defendant modified their existing policies as to their wage statements as a result. This change in policy entitles Class Counsel to statutory penalties. *Id.*, ¶93.

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[7] *Cicero v. DirecTV, Inc.*, No. EDCV 07-1182, 2010 U.S. Dist. LEXIS 86920, at *17 (C.D. Cal. July 27, 2010) ("[A] review of California cases in other districts reveals that courts usually award attorneys' fees in the 30–40% range in wage and hour class actions that result in recover of a common fund under $10 million."); Rubenstein, Conte and Newberg, *Newberg on Class Actions* at § 14:6 (collecting case law surveys suggesting that 50% is the upper limit, with 30–50% commonly being awarded in cases in which the common fund is relatively small).

Furthermore, reasonable litigation expenses are ordinarily included with an award of attorneys' fees pursuant to California wage-and-hour law. Bylsma Decl., ¶94.; *see Serrano v. Priest*, 20 Cal.3d 25, 35 (1977); *Rider v. County of San Diego*, 11 Cal.App.4th 1410, 1424 (1992). Here, Class Counsel's expenses were reasonable, necessary to the prosecution, and of the type customarily billed to fee-paying clients. (*Ibid.*) Thus, the requested attorneys' fees and costs are reasonable compensation for the excellent recovery achieved and should be preliminarily approved.

V. THE COURT SHOULD CERTIFY THE CLASS FOR SETTLEMENT PURPOSES

The Court should certify the proposed Class pursuant to California Code of Civil Procedure § 382 for purposes of the Settlement.[8] California has a strong public policy in favor of broad enforcement of wage-and-hour laws for the benefit of workers and in favor of using the class-action device. *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). The party seeking certification has the burden of establishing the existence of both an ascertainable class and a well-defined community of interest among class members. *Id.* at 326. The "community of interest" requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Id*. Plaintiffs meet that burden here for settlement purposes.

A. The Class is Ascertainable and Numerous

In determining whether a class is "ascertainable," courts "examine the class definition, the size of the class, and the means of identifying the class members." *Reyes v. Bd. of Supervisors*, 196 Cal.App.3d 1263, 1274–75 (1987). The Class is defined according to objective criteria. Bylsma Decl., ¶95. Class Members are easily identifiable and can be easily located from Defendant's records. *Id*. With respect to numerosity, the Class consists of approximately 1,556 individuals. *Id*. This size clearly renders the class so large as to make joinder impracticable. *Id*.

B. Common Questions of Law and Fact Predominate

"[T]he focus in a certification dispute is on what type of questions—common or individual—are likely to arise in the action[.]" *Sav-On*, 34 Cal. 4th at 427. Predominance does not require that all questions of law and fact be uniform for all members of the class. *Id.* at 338. Where, as in this case,

[8] For purposes of the Settlement only, the parties have stipulated that all requirements of class certification have been met. Settlement, ¶ III.E.

uniform policies and procedures apply on a class-wide basis, "the legal question to be resolved is not an individual one. To the contrary, the common legal question remains the overall impact of [Defendant's] policies on its [alleged employees] …." *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286, 1299 (2010).

Here, Plaintiffs contend that Defendant's class-wide policies and procedures raise common issues of law and fact that are applicable to all of Defendant's non-exempt employees, including Plaintiffs and the Class Members. Bylsma Decl., ¶¶96-97. The policies at issue include Defendant's policies and practices with respect off the clock compensable COVID-19 screening, meal and rest break policies and practices, wage statement policies, and business reimbursement practices. *Id*.

C. The Typicality Requirement is Satisfied

A representative plaintiff's claims are "typical" if they arise from the same event, practice, or course of conduct that gives rise to the claims of the other class members and if their claims are based on the same legal theory. *Classen v. Weller*, 145 Cal.App.3d 27, 46–47 (1983); *Linder v. Thrifty Oil Co.*, 23 Cal.4th 429, 435 (2000). The typicality requirement is not onerous and does not require the claims to be identical. *Id*. Here, Plaintiffs contend that their claims are typical of those of all other Class Members because Plaintiffs were subject to the same alleged policies and practices that form the basis of the claims asserted in this case. Bylsma Decl., ¶98. Accordingly, Plaintiffs are each members of the Class they seek to represent, and their claims are "typical" of those asserted by other Class Members.

D. The Adequacy Requirement is Satisfied

A plaintiff is an adequate class representative if his claims are not inconsistent with or antagonistic to the claims of the class members. *See Johnson v. GlaxoSmithKline, Inc.*, 166 Cal.App.4th 1497, 1509 (2008). Here, Plaintiffs contends that their interests are exactly in line with those of the Class. Bylsma Decl., ¶99. Plaintiffs have agreed to prosecute this case with the interests of the Class in mind and understands his responsibilities, and there are no conflicts between Plaintiffs and the Class Members. *Id*. Furthermore, Plaintiffs are represented by counsel with extensive experience in class-action and employment litigation, including wage-and-hour class actions, and Class Counsel does not have any conflict with the Class. *Id*. For these reasons, Plaintiffs satisfies the adequacy requirement. *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976).

VI. THE PROPOSED NOTICE PROVIDES ADEQUATE NOTICE TO THE CLASS

"Adequate notice is critical to court approval of a class settlement …." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1025 (9th Cir. 1998). A class-action 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 v. General Electric*, 361 F.3d 566, 575 (9th Cir. 2004).

Here, Defendant will provide to the Settlement Administrator each Class Member's contact information and Workweeks. Settlement, ¶ III.I.3.a. Prior to mailing the Class Notice to the Class Members by first-class U.S. mail, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Settlement, ¶III.I.3.b. Any Class Notice returned to the Settlement Administrator as undeliverable will be re-mailed to the forwarding address if one is provided. *Id*. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine a correct address through skip-tracing or other means and will re-mail all undelivered mail within five calendar days of receiving notice that a Class Notice was undeliverable. *Id.*

The proposed Class Notice is clear and straightforward, and provides information on the case, the meaning and nature of the proposed Settlement, its terms and provisions, and the rights of the Class Members to participate, opt out, and object. Bylsma Decl., ¶101. It describes the monetary awards that the Settlement will provide to the Class Members, how the awards were calculated, and the Class release. *Id*. It also provides the date, time, and location of the Final Approval Hearing, and the identity and contact information for Class Counsel. *Id*. The Class Notice fulfills the requirement of neutrality in class notices. *Id.*; *see Newberg on Class Actions* at §§ 8:21 and 8:39; *Manual for Complex Litig.* at §§ 21:311 and 21:312. Based on the foregoing, the Class Notice complies with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court.

VII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant this Motion for Preliminary Approval and enter an order consistent with the proposed order submitted herewith.

DATED: April 2, 2026

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