ELI M. KANTOR (SBN 71411)
JONATHAN KANTOR (SBN 313256)
LAW OFFICES OF ELI M. KANTOR
9595 Wilshire Boulevard Suite #405
Beverly Hills, California 90212
Telephone: (310) 274-8216
Facsimile: (310) 273-6016

Attorneys for Plaintiff Shanese Perea

(Additional counsel listed on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SHANESE PEREA, on behalf of herself and all other current and former employees similarly situated,

Plaintiffs,

v.

VENTURA TRANSFER COMPANY, a California Corporation, RANDALL CLIFFORD, GREG CLIFFORD, STEVEN CLIFFORD, individuals, and DOES 1 to 50, inclusive,

Defendants.

Case No.: 23STCV19118
[Consolidated Case No. 23STCV20404]

Assigned for All Purposes to:
Honorable William F. Highberger
Department 10

CLASS ACTION

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

[Declarations of Proposed Class Counsel (Douglas Han and Eli Kantor); Declarations of Proposed Class Representatives (Arturo Vela and Shanese Perea); Declaration of David Cheng; Declaration of Jodey Lawrence; and [Proposed] Order filed concurrently herewith]

Hearing Date: June 16, 2026
Hearing Time: 10:30 a.m.
Hearing Place: Department 10

Complaint Filed: August 10, 2023
Trial Date: None Set

ARTURO VELA, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

v.

VENTURA TRANSFER COMPANY, a California stock corporation; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 23STCV20404
[Consolidated Case No. 23STCV19118]

Complaint Filed: August 24, 2023
Trial Date: None Set

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
CHRISTOPHER PETERSEN (SBN 260631)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff Arturo Vela

PLEASE TAKE NOTICE that on June 16, 2026 at 10:30 a.m., or as soon as the matter may be heard, before the Honorable William F. Highberger in Department 10 of the Los Angeles County Superior Court located at 312 North Spring Street Los Angeles, California 90012, Plaintiffs Arturo Vela and Shanese Perea ("Plaintiffs," "Plaintiff Vela," and "Plaintiff Perea") will and hereby do move for an order:

- Granting Preliminary Approval of the class action settlement described herein and as set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"), attached as **Exhibit 2** to the Declaration of Douglas Han, including, and not limited to, the means of allocation and distribution of funds;
- Approving the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached as **Exhibit A** to the Settlement Agreement;
- Directing the mailing of the Class Notice with a postage-paid return envelope to the Class Members;
- Appointing Justice Law Corporation and Law Offices of Eli M. Kantor as Class Counsel;
- Approving Phoenix Class Action Administration Solutions as the Administrator;
- Approving the proposed deadlines for the settlement administration process;
- Conditionally certifying the Class for settlement purposes only;
- Appointing Plaintiffs as the class representatives; and
- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, and approval of the allocation of the Private Attorney General Act of 2004 ("PAGA") Penalties.

/ / /

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

Dated: March 24, 2026

JUSTICE LAW CORPORATION

By: ______________________
Douglas Han
Attorneys for Plaintiff Arturo Vela

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases **Page(s)**

/ / /

/ / /

/ / /

Cases **Page(s)**

Rules

Statutes

Statutes **Page(s)**

I. INTRODUCTION

This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour class action settlement for all current and former non-exempt employees of Defendant Ventura Transfer Company ("VTC") within the State of California at any time during the period from August 10, 2019, through February 6, 2026 ("Class," "Class Members," and "Class Period"). At the time of this filing, the number of Class Members is estimated to be one hundred forty-one (141), which was confirmed by VTC, Randall Clifford, Greg Clifford, and Steven Clifford (collectively, the "Defendant"). (Declaration of Douglas Han In Support of Motion for Preliminary Approval of Class Action Settlement ("Han Decl."), ¶¶ 8, 9; Declaration of Eli Kantor In Support of Motion for Preliminary Approval of Class Action Settlement ("Kantor Decl."), ¶ 7.)

II. BACKGROUND

On May 30, 2023, Plaintiff Perea (represented by Law Offices of Eli Kantor) provided written notice to the California Labor Workforce Development Agency ("LWDA"). (Han Decl., *supra*, at ¶ 10; Kantor Decl., *supra*, at ¶ 8, Exhibit 1.)

On August 10, 2023, Plaintiff Perea filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Los Angeles, alleging nine (9) causes of action (Case No. 23STCV19118). (Han Decl., *supra*, at ¶ 11; Kantor Decl., *supra*, at ¶ 9, Exhibit 2.)

On August 24, 2023, Plaintiff Vela (represented by Justice Law Corporation) provided written notice to the LWDA. (Han Decl., *supra*, at ¶ 12, Exhibit 4; Kantor Decl., *supra*, at ¶ 10.)

On August 24, 2023, Plaintiff Vela filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Los Angeles, alleging eight (8) causes of action (Case No. 23STCV20404). (Han Decl., *supra*, at ¶ 13; Kantor Decl., *supra*, at ¶ 11.)

On November 8, 2023, the two (2) lawsuits were deemed related, and Case No. 23STCV19118 was designated as the lead case. (Han Decl., *supra*, at ¶ 14; Kantor Decl., *supra*, at ¶ 12.)

/ / /

/ / /

/ / /

After engaging in discovery, investigations, and negotiations, on January 23, 2026, the Parties attended mediation with the mediator Francis J. Ortman III but were unable to reach a settlement at the time. (Han Decl., *supra*, at ¶ 15; Kantor Decl., *supra*, at ¶¶ 18-20.) After continued negotiations and with the mediator's assistance, the Parties reached a settlement via a mediator's proposal. (Han Decl., *supra*, at ¶ 15; Kantor Decl., *supra*, at ¶¶ 18-20.)

Pursuant to the settlement and for settlement purposes only, the Parties stipulated to consolidate the lawsuits and designated Case No. 23STCV19118 as the lead case. (Han Decl., *supra*, at ¶ 16.)

III. INVESTIGATION/ LITIGATION HISTORY

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

After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 18; Kantor Decl., *supra*, at ¶¶ 14-20.) The Parties drafted form interrogatories, special interrogatories, requests for production of documents, and requests for admissions, and the Parties responded to the formal discovery requests. (Han Decl., *supra*, at ¶ 18; Kantor Decl., *supra*, at ¶¶ 14-20.) Plaintiffs also prepared for and had their depositions taken in 2025. (Han Decl., *supra*, at ¶ 18; Kantor Decl., *supra*, at ¶¶ 14-20.) The Parties met and conferred and agreed to engage in the informal exchange of information and eventually attended mediation. (Han Decl., *supra*, at ¶ 18; Kantor Decl., *supra*, at ¶¶ 14-20.)

Prior to the mediation, VTC produced documents relating to its policies, practices, and procedures. (Han Decl., *supra*, at ¶ 19; Kantor Decl., *supra*, at ¶¶ 14-20.) As part of VTC's production, Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class. (Han Decl., *supra*, at ¶ 19; Kantor Decl., *supra*, at ¶¶ 14-20.) Putative class members were also located and interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day violations. (Han Decl., *supra*, at ¶ 19; Kantor Decl., *supra*, at ¶¶ 14-20.)

/ / /

/ / /

/ / /

Based on the information provided by VTC and interviews with putative class members, Plaintiffs contend – and Defendant denies – VTC: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failed to include non-discretionary bonuses in employees' regular rate of pay; (4) failed to reimburse employees for necessary business expenses; (5) issued noncompliant wage statements; and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 21-28.)

b. The Parties Were Able to Reach an Agreement

i. The Parties Attended Mediation Which Led to the Settlement

The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 29; Kantor Decl., *supra*, at ¶¶ 18-20.) While the Parties were unable to reach a settlement at the time, continued negotiations with the mediator's assistance eventually led to a settlement via a mediator's proposal, the terms of which were memorialized in the Settlement Agreement. (Han Decl., *supra*, at ¶ 29, Exhibits 2, 5; Kantor Decl., *supra*, at ¶¶ 18-20.)

ii. The Settlement Was Reached as a Result of Arm's-Length Negotiations

The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 32; Kantor Decl., *supra*, at ¶¶ 14-21.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (Han Decl., *supra*, at ¶ 32; Kantor Decl., *supra*, at ¶¶ 14-21.) At the mediation, the Parties' counsel conducted arm's-length settlement negotiations until an agreement was ultimately reached. (Han Decl., *supra*, at ¶ 32; Kantor Decl., *supra*, at ¶¶ 14-21.)

Plaintiffs and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶ 33; Kantor Decl., *supra*, at ¶¶ 14-21.) Plaintiffs and Class Counsel also considered the uncertainty and risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation. (Han Decl., *supra*, at ¶ 33; Kantor Decl., *supra*, at ¶¶ 14-21.) Based on the foregoing, Plaintiffs and Class Counsel believe that the Settlement Agreement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members. (Han Decl., *supra*, at ¶ 33; Kantor Decl., *supra*, at ¶¶ 14-21.)

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

The Parties investigated and evaluated the strengths and weaknesses of the claims and defenses before reaching the Settlement Agreement and engaged in research and discovery to support the Settlement Agreement. (Han Decl., *supra*, at ¶ 34; Kantor Decl., *supra*, at ¶¶ 14-21.) The Settlement Agreement was only possible following an investigation and evaluation of the relevant policies and practices, permitting Class Counsel to engage in an analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 34; Kantor Decl., *supra*, at ¶¶ 14-21.) This case has reached the stage where the Parties understand "the strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best possible recovery" sufficient to support the reasonableness, adequacy, and fairness of the Settlement Agreement. (Han Decl., *supra*, at ¶ 34; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

c. Terms of the Settlement

i. Deductions from the Settlement

The Parties agreed that this matter be settled and compromised for the non-reversionary sum of $795,000 ("Gross Settlement Amount") which includes: (1) Class Counsel Fees Payment up to $278,250 (35% of the Gross Settlement Amount); (2) Class Counsel Litigation Expenses Payment up to $30,000; (3) Class Representative Service Payments totaling $20,000; (4) Administration Expenses Payment up to $10,000; and (5) PAGA Penalties up to $40,000. (Han Decl., *supra*, at ¶ 30.)

ii. Calculating Settlement Payments

After all the Court-approved deductions from the Gross Settlement Amount, it is estimated that $416,750 ("Net Settlement Amount") will be paid to the Participating Class Members – with a gross *average* Individual Class Payment estimated at $2,955.67. (Han Decl., *supra*, at ¶ 31.)

The Participating Class Members will receive a proportionate share of the Net Settlement Amount as their Individual Class Payment using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 29; Exhibit 2, *supra*, at § C(2)(e).) The Individual Class Payments will be allocated ten percent (10%) to the settlement of wage claims and ninety percent (90%) to the settlement of claims for interests and penalties. (*Ibid.*)

The portion of the PAGA Penalties that is to be paid to each Aggrieved Employees as their Individual PAGA Payments shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 29; Exhibit 2, *supra*, at § C(2)(d).) The Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. (*Ibid.*)

iii. Notice to the Class

No later than fourteen (14) calendar days after the Court grants Preliminary Approval, VTC will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 29; Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send the Class Notice with a translation to all the Class Members identified in the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

iv. Distribution of Funds

The Gross Settlement Amount will be funded and distributed pursuant to the timeline and manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 29; Exhibit 2, *supra*, at §§ D(2), D(3).) The uncashed settlement checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

v. Release of Claims

Effective on the date when VTC fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 29; Exhibit 2, *supra*, at § E(2).)

Effective on the date when VTC fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the Participating and Non-Participating Class Members who are Aggrieved Employees release on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. (Han Decl., *supra*, at ¶ 29; Exhibit 2, *supra*, at § E(3).)

/ / /

Effective on the date when VTC fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiffs' Release. (Han Decl., *supra*, at ¶ 29; Exhibit 2, *supra*, at § E(1).) Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (Han Decl., *supra*, at ¶ 29; Exhibit 2, *supra*, at § E(1).)

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

d. Counsel for Both Parties Are Experienced in Similar Litigation

The Parties' counsel are experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7, Exhibit 1; Kantor Decl., *supra*, at ¶¶ 3-6.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and viability of the defenses. (Han Decl., *supra*, at ¶¶ 2-7, Exhibit 1; Kantor Decl., *supra*, at ¶¶ 3-6.) This experience instructed Class Counsel on the risks and uncertainties of further litigation and guided their determination to endorse the Settlement Agreement.[1] (Han Decl., *supra*, at ¶¶ 2-7, Exhibit 1; Kantor Decl., *supra*, at ¶¶ 3-6.)

/ / /

---

[1] The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Class Notice has been mailed to the Class Members, and the Class Members have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval.

IV. ARGUMENT

a. Class Action Settlements Are Subject to Court Review

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

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

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

b. The Settlement Is a Reasonable Compromise of Claims

An understanding of the amount in controversy is an important factor in whether the settlement "of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.) The most important factor in this regard is "'"the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement."'" (*Kullar*, at p. 130; see also *Munoz*, at p. 409.)

/ / /

---

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

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

i. The Settlement Amount of $795,000 Is Fair and Reasonable

The Settlement Agreement was only possible following an investigation and evaluation of the relevant policies and procedures, as well as the data produced, as referenced in Section III above, permitting Class Counsel to engage in an analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 34; Kantor Decl., *supra*, at ¶¶ 14-21.)

The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions Code section 17200. (Han Decl., *supra*, at ¶ 35.) Defendant vehemently denies the theories of liability. (*Id.* at ¶ 36.)

/ / /

/ / /

/ / /

While Plaintiffs believe that the case is suitable for certification, uncertainties with respect to certification are always present. (Han Decl., *supra*, at ¶ 37.) As the California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.[3] (*Ibid.*) Thus, the calculations for potential damages were discounted.

ii. The PAGA Penalties of $40,000 Is Reasonable

The provisions of the Labor Code potentially triggering the PAGA penalties include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 46.) Defendant asserted that, regardless of the results of the underlying causes of action, the PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained that it had a strong argument that it would be unjust to award the maximum PAGA penalties given the current state of the law. (Han Decl., *supra*, at ¶ 46; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) Furthermore, if limited to the initial violation, the PAGA penalties could be limited to about **$9,800** (98 employees x $100 penalty for initial violation) on the low end and **$68,600** (98 employees x $100 penalty for initial violation x 7 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 47-49.)

/ / /

/ / /

/ / /

---

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

Plaintiffs recognized that the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 50.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Allocating $40,000 to the PAGA penalties was reasonable given that VTC is also paying an additional $755,000 in the class settlement. (*Ibid.*) When the PAGA penalties are negotiated in good faith and "there is no indication that [the] amount was the result of self-interest at the expense of other Class Members," such amounts are reasonable.[4] (*Ibid.*)

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

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **$2,167,857.12** on the low end and around **$2,433,609.12** on the high end. (Han Decl., *supra*, at ¶ 51.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	$454,663.28	65%	60%	$63,652.86
Meal Break Premiums	$166,010.80	55%	50%	$37,352.43
Overtime/Minimum Wage: Off-the-Clock Work	$531,282.54 to $797,034.54	50%	50%	$132,820.64 to $199,258.64
Regular Rate	$75,294.90	25%	50%	$28,235.59
Unreimbursed Business Expenses	$82,240	25%	65%	$21,588
Wage Statement Penalty	$392,000	35%	35%	$165,620
Waiting Time Penalty	$466,365.60	35%	35%	$197,039.47
MAXIMUM TOTAL EXPOSURE	**$2,167,857.12** to **$2,433,609.12**[5]			**$646,308.99** to **$712,746.99**[6]

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

[5] (Han Decl., *supra*, at ¶¶ 38-45.)

[6] (*Id.* at ¶¶ 52-58.)

The realistic recovery for this case is about **$646,308.99** on the low end and **$712,746.99** on the high end. (Han Decl., *supra*, at ¶ 59.) The Gross Settlement Amount is about thirty-two percent (32.67%) of the maximum potential exposure and around one hundred eleven percent (111.54%) of the maximum realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

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

d. Conditional Certification of the Class Is Appropriate

Code of Civil Procedure section 382 "authorizes class actions 'when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court.'" (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." (*Ibid.*)

The Class is ascertainable and numerous as to make it impracticable to join all the Class Members, and there are common questions of law and fact that predominate over any questions affecting the individual Class Member. (Han Decl., *supra*, at ¶ 60.) Plaintiffs contend that Plaintiffs' claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately protect the interests of the Class Members. (*Ibid.*) Plaintiffs assert that the prosecution of separate actions by the individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

i. The Class Is Ascertainable and Sufficiently Numerous

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata." (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914.) "A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." (*Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

This case involves approximately one hundred forty-one (141) Class Members, meaning that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 61.) All the Class Members can and will be identified by the Administrator through a review of VTC's employment records. (*Ibid.*)

ii. Class Members Share a Well-defined Community of Interest

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." (*Capitol People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original).) The courts focus on the defendant's internal policies and "pattern and practice . . . in order to assess whether that common behavior toward similarly situated plaintiffs renders class certification appropriate." (*Ibid.*) The application of each of these factors is discussed below.

/ / /

/ / /

/ / /

1. Common Issues Predominate

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

Plaintiffs assert that common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 62.) Plaintiffs contend that all the Class Members were subject to the same or similar employment practices, policies, and procedures described above. (*Ibid.*)

2. Plaintiffs' Claims Are Typical of the Class Claims

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

Plaintiffs are former employees of VTC and alleges that Plaintiffs and the Class Members were employed by the same company and injured by the common policies and practices related to the claims described above. (Han Decl., *supra*, at ¶ 63; Declaration of Arturo Vela ("Vela Decl."), ¶¶ 2-7, 17-19; Shanese Pera Decl. ("Pera Decl."), ¶¶ 2, 3.) Plaintiffs seek relief for these claims and derivative claims on behalf of the Class. (Han Decl., *supra*, at ¶ 63; Vela Decl., *supra*, at ¶¶ 2-7, 17-19; Pera Decl., *supra*, at ¶¶ 2, 3.) Thus, the claims arise from the same employment practices and are based on the same legal theories applicable to the Class. (Han Decl., *supra*, at ¶ 63; Vela Decl., *supra*, at ¶¶ 2-7, 17-19; Pera Decl., *supra*, at ¶¶ 2, 3.)

/ / /

/ / /

3. Plaintiffs Are Adequate to Represent the Class

Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 64; Vela Decl., *supra*, at ¶¶ 8-16, 20-26; Pera Decl., *supra*, at ¶¶ 4-19.) Plaintiffs conducted themselves diligently and responsibly in representing the Class, understands the fiduciary obligations, and actively participated in the prosecution of this case. (Han Decl., *supra*, at ¶ 64; Vela Decl., *supra*, at ¶¶ 8-16, 20-26; Pera Decl., *supra*, at ¶¶ 4-19.) Plaintiffs spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (Han Decl., *supra*, at ¶ 64; Vela Decl., *supra*, at ¶¶ 8-16, 20-26; Pera Decl., *supra*, at ¶¶ 4-19.) Plaintiffs have no interest adverse to the interests of the other Class Members. (Han Decl., *supra*, at ¶ 60; Vela Decl., *supra*, at ¶¶ 9-11, 16-21; Pera Decl., *supra*, at ¶¶ 4-19.)

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

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

e. The Settlement Is Fair, Reasonable, and Adequate

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

/ / /

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

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

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

The Class Notice meets all these requirements. The Class Notice advises the Class Members of their right to participate in the Settlement, how and when to object to or request exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

V. CONCLUSION

Plaintiffs submit the Settlement is in the best interests of the Class. Under the applicable class action criteria and guidelines, the Settlement should be preliminarily approved, Class should be conditionally certified for settlement purposes, and Class Notice should be approved.

Dated: March 24, 2026

JUSTICE LAW CORPORATION

By: D. Han

Douglas Han
Attorneys for Plaintiff Arturo Vela

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On March 24, 2026, I served the foregoing document described as

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

for the following case:	**Perea v. Ventura Transfer Company**
LWDA/Court Case No.:	**LWDA Case No.: LWDA-CM-977462-23**
	Court Case No.: 23STCV19118 (Consolidated with Case No. 23STCV20404)
	Los Angeles Superior Court

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

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

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

Executed on March 24, 2026, at Pasadena, California.

Bitty Minnis-Lemley