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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

NOEMI VILLAGOMEZ and ANDREA MARTINEZ, as individuals and on behalf of all others similarly situated, Plaintiff, vs. MARCOS & JAVIERS, LLC, a California limited liability company dba JAVIER'S CANTINA & GRILL; JAVIER'S-UTC, LLC, a Nevada limited liability company; and DOES 1 through 100, Defendants.	Case No. 30-2020-01131297-CU-OE-CXC [*Assigned for all purposes to the Hon. David A. Hoffer, Dept. CX103*] **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: June 22, 2026 Time: 1:30 p.m. Dept.: CX103 Reservation No.: 74812508 Complaint filed: February 13, 2020 FAC filed: May 26, 2020 SAC filed: December 15, 2023

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on June 22, 2026 at 1:30 pm in Department CX103 of the above-entitled Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701, Plaintiffs Andrea Martinez and Juana Maria Ramirez Angeles ("Plaintiffs"), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Preliminary approval of the proposed class settlement of this lawsuit;
2. Pursuant to section 382 of the California Code of Civil Procedure, provisional certification of the following Settlement Class defined as follows:

> All current and former non-exempt employees of Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC who worked at any time in California during the Class Period.
>
> The "Class Period" is defined as February 13, 2016 through the date the Court enters an Order Granting Preliminary Approval of the Settlement.

3. Preliminary appointment of Plaintiffs Andrea Martinez and Juana Maria Ramirez Angeles as Class Representatives;
4. Preliminary appointment of Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel;
5. The scheduling of a hearing to consider whether the Settlement should be finally approved and to permit a service awards to Plaintiffs, Settlement Administration costs, civil penalties payable to the California Labor Workforce Development Agency, and attorneys' fees and costs to Class Counsel;
6. Appointment of Phoenix Settlement Administrators ("Phoenix") as the third-party Settlement Administrator for mailing the court-approved Class Notice Packets; and
7. Approval of the proposed Class Notice Packet (which consists of Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval, Allocation Form, Request for

Exclusion Form, and Objection Form) and an order that it be disseminated to the proposed Settlement Class Members as provided in the Settlement Agreement.

This Motion is based on this notice of motion, the memorandum of points and authorities, the declarations of Scott M. Lidman, Milan Moore, Tiara Gose-Hardy, Paul K. Haines, Plaintiff Andrea Martinez, Plaintiff Juana Maria Ramirez Angeles and Jodey Lawrence of Phoenix Settlement Administrators, and the exhibits attached thereto, the pleadings and other papers filed in this action, and on any further oral or documentary evidence or argument presented at the time of hearing.

Dated: March 30, 2026

Respectfully Submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman

Attorney for Plaintiffs
ANDREA MARTINEZ
JUANA MARIA RAMIREZ ANGELES

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Andrea Martinez and Juana Maria Ramirez Angeles ("Plaintiffs") brought this class and representative action against Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC (hereinafter "Defendants") alleging various wage and hour and related violations. Plaintiffs' primary allegations are that Defendants: (1) engaged in minimum wage violations; (2) failed to pay all overtime wages; (3) engaged in meal period violations; (4) engaged in rest period violations; (5) are subject to wage statement penalties; (6) are subject to waiting time penalties; (7) engaged in unlawful business practices; and (8) are liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Plaintiffs now respectfully request that this Court preliminarily approve this non-reversionary, class action settlement,[1] in which Defendants have agreed to pay Three Million Dollars and Zero Cents (**$3,000,000.00**) to the following Settlement Class:

> All current and former non-exempt employees of Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC who worked at any time in California during the Class Period.
>
> The "Class Period" is defined as February 13, 2016 through the date the Court enters an Order Granting Preliminary Approval of the Settlement.

Additionally, for the purposes of this settlement only, Aggrieved Employees shall be defined as:

> All current and former non-exempt employees of Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC who worked at any time in California during the PAGA Period.
>
> The "PAGA Period" shall mean the time period between February 13, 2019 through the date the Court enters an Order Granting Preliminary Approval of the Settlement.

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[1] The Stipulation of Class and PAGA Action Settlement ("Settlement") is attached to the Declaration of Scott M. Lidman as Exhibit 1. The Notice Packet (which is comprised of the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement, Notice of Individual Settlement Award, Request for Exclusion Form, and Objection Form) is attached to the Settlement as Exhibit C. All defined terms in this motion have the same definitions as used in the Settlement.

Significantly, Settlement Class Members do not need to file a claim to participate; they will automatically receive a payment unless they affirmatively opt-out. After deducting administration costs, Plaintiffs' service awards, attorneys' fees and costs, and PAGA civil penalties, the remaining Net Settlement Amount ("NSA") of approximately $1,598,500 will be distributed to all Settlement Class members who do not opt-out of the Settlement. There are approximately 1,183 Settlement Class members, which means the average payment to each Settlement Class member is currently expected to be approximately **$1,351.23**, which does not include the $62,500.00 PAGA Amount to PAGA Employees. The lowest estimated amount is approximately $12.02 for a Settlement Class Member that worked 1 week during the relevant time period and the highest estimated amount is approximately $6,490.80 based on a Settlement Class Member working the entire Class Period and the Court granting preliminary approval on June 22, 2026.

This proposed Settlement is well-within the range of possible approval in light of the significant legal and factual obstacles that Plaintiffs faced, the risks and costs of further litigation, and the tangible monetary benefits to be received by the Settlement Class. For the reasons discussed herein, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. THE PARTIES, PROCEDURAL HISTORY, DISCOVERY, AND ARMS-LENGTH NEGOTIATIONS

1. The Parties

Defendants are two high end Mexican restaurants owned by the same owners. Declaration of Scott M. Lidman ("Lidman Decl.), ¶ 10. Plaintiff Martinez worked as a non-exempt Cocktail Waitress for Defendants at both the la Jolla and Irvine locations. *See* Declaration of Andrea Martinez ("Martinez Decl."), ¶ 2. Plaintiff Ramirez Angeles, a former non-exempt employee, worked at Defendants' Irvine location from approximately 2012 through approximately May 2023 as a Cocktail Server. *Id*.

2. Procedural History

On February 13, 2020, Plaintiff Martinez and another plaintiff, Noemi Villagomez, filed a class action lawsuit in the Orange County Superior Court against Defendants in the matter entitled *Noemi Villagomez, et al. v. Marcos & Javiers, et al*., Case No. 30-2020-01131297-CU-OE-CXC. Declaration of Scott M. Lidman ("Lidman Decl."), ¶ 10. The initial complaint alleged the following putative class action claims against Defendants: (i) failure to pay all minimum wages owed; (ii) failure to pay all overtime wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay all wages upon termination; (vi) failure to provide accurate, itemized wage statements; and (vii) unfair competition. *Id*.

By letter dated February 13, 2020, Plaintiff Andrea Martinez and another plaintiff, Noemi Villagomez, gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiffs alleged Defendants violated. *Id*. On May 26, 2020, Plaintiffs filed a First Amended Complaint ("FAC") adding a cause of action under the California Private Attorneys General Act ("PAGA") based on the Labor Code violations alleged in their February 13, 2020 letter to the LWDA. *Id*.

On December 31, 2020, the Court, pursuant to a request by Noemi Villagomez, dismissed her from the Action without prejudice. By letter dated August 23, 2023, Plaintiff Juana Maria Ramirez gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff Juana Maria Ramirez alleged Defendants violated. *Id*.

On December 15, 2023, with permission from the Court after a contested Motion, Plaintiffs filed a Second Amended Complaint (hereinafter, the "Operative Complaint") which added Juana Maria Ramirez as a named plaintiff in the Action. *Id*. Therefore, Plaintiffs alleges that Defendants: (1) engaged in minimum wage violations; (2) failed to pay all overtime wages; (3) engaged in meal period violations; (4) engaged in rest period violations; (5) are subject to wage statement penalties; (6) are subject to waiting time penalties; (7) engaged in unlawful business practices; and (8) are liable for civil penalties under the PAGA. *Id*.

On July 15, 2025, Plaintiffs were filed their motion for class certification and was set to be heard on October 17, 2025. Subsequently, the Parties participated in private mediation and reached a class-wide settlement, subject to this Court's approval.

3. **Discovery**

In the instant action, the Parties have engaged in formal discovery. Lidman Decl., ¶ 11. The

Parties served and responded to multiple sets of written discovery, including without limitation, Special Interrogatories, Form Interrogatories, and Requests for Production of Documents. *Id*. Over the course of several years, Defendants produced thousands of pages of documents and excel spreadsheets. *Id*.

The *Belaire-West* notice process was completed and the contact information for the putative class members who did not opt out was provided on September 7, 2021. Lidman Decl., ¶ 11.

Plaintiffs also took 4 depositions of Defendants' Persons Most Qualified and Defendants took the deposition of Plaintiff Ramirez Angeles. *Id*.

After the detailed review of the Defendants' discovery responses, deposition transcripts, document production, and motion for class certification, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. Lidman Decl., ¶ 11. This discovery allowed the parties to assess the merits and value of Plaintiffs' claims and Defendants' defenses thereto, if a settlement could not be reached. *Id*.

4. **<u>Arms-Length Negotiations</u>**

On August 11, 2025, a mediation was held with Michael D. Young, Esq. a well-respected wage and hour mediator. Lidman Decl., ¶ 12. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, the expiration of the 5 year rule, and the legal basis for the claims and defenses. *Id*. As a result of the mediator's proposal, the parties reached a settlement in principle *Id*. In the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation of Class and PAGA Action Settlement ("Settlement"). *Id*.

III. **<u>ARGUMENT</u>**

A. **<u>CLASS CERTIFICATION FOR SETTLEMENT PURPOSES</u>**

California Rule of Court 3.769 conditions settlement of a class action on court approval, which is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of Civil Procedure. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322 requires trial court to determine "that the settlement is fair, reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026 requires the trial court to determine "whether a proposed settlement is fundamentally fair, adequate, and reasonable").

/ /

As further explained below, the Settlement Class satisfies the criteria for certification of a settlement class under California law because: (1) the Settlement Class is so numerous that joinder would be impractical; (2) common questions of law and fact predominate over individual questions such that class certification is the most efficient and desirable way to maintain this litigation; (3) Plaintiffs' claims are typical of the claims of absent Settlement Class members; and (4) Plaintiffs and their counsel will fairly and adequately represent Settlement Class members' interest. *See* Cal. Civ. Proc. § 382.

1. <u>Numerosity is Satisfied.</u>

Here, the proposed Settlement Class consists of approximately 1,183 members, and is therefore sufficiently numerous as to make joinder impracticable. *See* Lidman Decl., ¶ 14; *See, e.g., Bowles v. Sup. Ct.* (1955) 44 Cal.2d 574 (holding a class representing 10 beneficiaries of a trust sufficiently numerous). Thus, numerosity is satisfied.

Further, a class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 916 (alterations in original). Here, the proposed Settlement Class is defined as "all current and former non-exempt employees of Defendants Marcos & Javiers, LLC dba Javier's Cantina & Grill and Javier's-UTC, LLC who worked at any time in California during the Class Period." Lidman Decl., ¶ 14. Here, the proposed Settlement Class is ascertainable through Defendants' personnel files and employee records maintained in the regular course of business. *Id*.

2. <u>Commonality is Satisfied.</u>

The focus in a certification dispute is not the merits, but rather on what types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug Store, Inc. v. Superior Court (Rocher)* (2004) 34 Cal.4th 319, 327.

Here, Plaintiffs contend that Settlement Class Members' claims arise from Defendants' common, uniform policies and practices that applied to Settlement Class members during the class period. Lidman Decl., ¶ 16. Specifically, Plaintiffs alleged that Defendants' common and uniform policies and practices resulted in the following violations: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; (6) waiting time penalties; (7) unfair competition; and (8) liability for civil penalties under the PAGA. *Id*. As a result of the common and uniform policies and practices that applied to all Settlement Class Members, their claims involve common questions of law and fact, including but not limited to:

1. Whether Defendants' timekeeping policies and/or practices resulted in the failure to properly compensate non-exempt employees minimum and overtime wages for all hours worked;
2. Whether Defendants provided all legally compliant meal periods;
3. Whether Defendants authorized and permitted all legally compliant rest periods;
4. Whether Defendants provided meal and/or rest period premium payments for non-compliant meal and/or rest periods;
5. Whether Defendants furnished legally compliant wage statements; and
6. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages at the time of separation from employment were unlawful.

These alleged practices result in common questions as to the affected Settlement Class Members. *See e.g.*, *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, 726.

3. <u>Typicality is Satisfied.</u>

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the same goods as the putative class in a consumer class action).

Here, Plaintiffs' claims are typical of those held by the members of the proposed Settlement Class. First, Plaintiffs were employed by Defendants during the Class Period as a non-exempt employees and were subject to Defendants' wage and hour policies at issue in this case. *See* Martinez Decl., ¶ 2; See Ramirez Angeles Decl., ¶ 2. Second, Plaintiffs were allegedly injured by the same challenged policies that allegedly injured the Settlement Class as a whole. For example, Plaintiffs assert that they, like the members of the Classes, were not provided all legally required minimum and overtime wages, were not provided all legally compliant meal periods, were not authorized nor permitted to take all legally required rest periods, were not paid all wages upon separation of their employment with Defendants, and were not provided with accurate, itemized wage statements. *See* Martinez Decl., ¶¶ 3-7; See Ramirez Angeles Decl., ¶ 2. Given that Defendants' policies and practices applied to all non-exempt employees, Settlement Class Members possess a similar interest and have suffered similar alleged injuries as Plaintiffs. Accordingly, because Plaintiffs' claims and those of the Settlement Class all arise from the same conduct, typicality is satisfied.

4. <u>Adequacy is Satisfied.</u>

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Services* 155 (2007) Cal.App.4th 676, 697.

Here, Plaintiffs contend there are no conflicts of interest between Plaintiffs and the Settlement Class she seeks to represent. Martinez Decl., ¶ 14; Ramirez Angeles Decl., ¶ 14. Plaintiffs' interests are aligned with those of the Settlement Class Members, as they all seek monetary relief under the same facts and legal theories. Additionally, Class Counsel does not have any conflict of interest with the Settlement Class. Lidman Decl., ¶ 37; *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450-51 (adequacy satisfied where there was no indication that Class Counsel were not qualified and the named plaintiff had no interests antagonistic to those of the proposed class). Class Counsel have extensive experience in wage and hour class action litigation and have vigorously litigated this case. *See* Lidman Decl., ¶¶2-8; Declaration of Milan Moore ("Moore Decl."), ¶¶ 2-5; Declaration of Tiara Gose-Hardy ("Gose-Hardy Decl."), ¶¶ 2-3; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-8.

B. <u>THE COURT SHOULD GRANT PRELIMINARY APPROVAL OF THE PROPOSED CLASS ACTION SETTLEMENT BECAUSE IT IS FAIR, ADEQUATE, AND REASONABLE</u>

Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See e.g.*, *Hanlon*, *supra*, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the Settlement agreement was negotiated at arm's length by class counsel and with the assistance of an experienced wage and hour class action mediator. *See e.g. Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.

1. <u>The Preliminary Approval Standard is Met</u>

To make a fairness determination, the Court should consider several factors, including: "the strength of 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.* (1996) 48 Cal.App.4th 1794, 1801. "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 v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 230, 245. As discussed below, the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this case.

a. <u>The Strength of Plaintiff's Case</u>

Although Plaintiffs maintains that their claims are meritorious, Plaintiffs acknowledge that there were substantial risks and uncertainty in proceeding with litigation. As described below, Defendant presented multiple defenses to Plaintiff's claims, both on the merits and class certification. Thus, while Plaintiffs were prepared to litigate these claims through certification, and ultimately trial, success was far from certain, especially in light of the expiration of the 5 year rule.

b. <u>Risk, Expenses, Complexity, and Duration of Further Litigation</u>

Although Plaintiffs filed for class certification, they faced the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment. Lidman Decl., ¶ 34. Even if the classes sought to be certified by Plaintiff were in fact certified, the parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. *Id*. This Settlement avoids those risks and the accompanying expense. Thus, this factor supports preliminary approval.

c. <u>Risk of Maintaining Class Action Status</u>

Plaintiffs had filed their motion for class certification but, the extent to which Plaintiffs' proposed classes were certifiable was not certain. This is especially true given the expiration of the 5 year rule. Absent settlement, there was a risk that there would not be a certified class at the time of trial.

d. Overview of the Settlement Agreement

If the Court approves this Settlement, Defendants will pay a Gross Settlement Amount ("GSA") of $3,000,000.00.[2] Lidman Decl., ¶ 13, Exh. 2 (Settlement, ¶ 4). Significantly, this Settlement is **non-reversionary**, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. *Id.* (Settlement at ¶ 4.). Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. *Id.* The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	**$3,000,000.00**
Minus Court-approved attorneys' fees (1/3 of GSA):	$1,000,000.00
Minus Court-approved, verified costs (up to):	$115,000.00
Minus Court-approved Class Representative Service Awards (up to):	$20,000.00
Minus Settlement Administration Costs:	$16,500.00
Minus PAGA Civil Penalties:	$250,000.00
Net Settlement Amount ("NSA"):	**$1,598,500.00**

Defendants shall deposit the Gross Settlement Amount (including any increase to the Gross Settlement Amount pursuant to the Escalator Clause if such increase is triggered pursuant to Section 4(F), below and Defendants make the election to increase the GSA) and Defendants' share of all payroll taxes within thirty (30) days after the Effective Date.[3] *See* Settlement, ¶ 4.C.

After deducting amounts for the Court-approved attorneys' fees and verified costs, Service Awards to Plaintiffs, Settlement Administrator costs, and the PAGA Civil Penalties, the Settlement

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[2] Defendants represent that there are approximately 1,183 Class Members who worked approximately 132,946 workweeks between February 13, 2016 and August 11, 2025, the date of the Parties' mediation. If the actual number of workweeks during the Class Period is more than 10% greater than this figure (i.e., there are more than 146,241 Workweeks worked by the Class Members), Defendants will either, at their option: (1) increase the Gross Settlement Amount by a proportional amount above the 10% figure (i.e., if there was 11% increase in the number Workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 11%); *or* (2) elect to shorten the Class Period, PAGA Period, and release periods to end on the date on which the aggregate workweeks is closest to without exceeding 146,241 Workweeks worked by the Class Members. Settlement 4.F.

[3] This Settlement shall become effective on the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. *See* Settlement, ¶ 4.B.

requires Defendant to pay a Net Settlement Amount ("NSA") of at least $1,598,500.00 to all Settlement Class members who do not timely opt out. Lidman Decl*.*, ¶ 13. This amount does not include the $62,500.00 PAGA Amount to be paid to the Aggrieved Employees.

According to Defendants, there are approximately 1,183 total Settlement Class members. Lidman Decl., ¶ 14. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:

Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members who worked during the Class Period. Settlement, ¶ 6.B. Thus, the average Individual Settlement Award is projected to be approximately **$1,351.23**. Lidman Decl., ¶ 14. There are approximately 132,946 workweeks during the Class Period, which means the net value per workweek is $12.02 ($1,598,500 NSA / 132,946 workweeks). *Id*. Therefore, the lowest estimated individual payment for a Settlement Class member is $12.02, while the highest estimated individual payment for a Settlement Class member is $6,490.80 ($12.02 x 540 workweeks). *Id*.

In addition, Sixty-Two Thousand Five Hundred Dollars and Zero Cents ($62,500.00), of the Gross Settlement Amount will be allocated to the Individual PAGA Payments. Settlement, ¶ 6.C. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees. Lidman Decl., ¶ 15. The average PAGA Payment to Aggrieved Employees is $67.86. *Id*.

Settlement Class members will have 60 calendar days from the mailing of the Notice Packet to opt-out or object to the Settlement, thereby providing ample time to review the Notice Packet without unduly delaying the Settlement. *See* Settlement, ¶ 11.C. Those Settlement Class Members who do not opt-out of the Settlement will be bound by its terms and will release all claims against Defendants included within the Settlement, for the period of February 13, 2016 through the date the Court enters an Order Granting Preliminary Approval of the Settlement. *See* Settlement, ¶ 3.

e. The Parties Engaged in Fair and Honest Negotiations.

This Settlement was a result of serious, informed, non-collusive negotiations with the assistance of a mediator. As part of formal discovery, Defendant produced time records and payroll data and other documents and policies. Lidman Decl., ¶¶ 11. Additionally, a total of 5 depositions were taken. Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id*. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached. *Id*.

On August 11, 2025, the parties participated in full-day mediation with Michael D. Young, a wage and hour class action mediator. Lidman Decl., ¶ 12. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, the legal basis for the claims and defenses. *Id*. As a result of the mediator's proposal, the parties reached a settlement in principle. *Id*. Since mediation, the Parties finalized the terms and executed the Settlement. *Id*.; Exhibit 2.

Thus, the proposed Settlement is entitled to an initial presumption of fairness as it is the result of factual investigation and data analysis; the exchange of information and class data, including timekeeping and payroll records; arm's length negotiations by counsel; and mediation before an experienced wage and hour class action mediator. *See* Lidman Decl., ¶¶ 11-12; *See Kullar*, *supra*, 168 Cal.App.4th at 130.

Further, there are no deficiencies in the Settlement. The Settlement does not grant preferential treatment to the class representative or segments of the class, and is within the range of possible approval, as discussed in detail below. The Settlement will provide monetary relief to Settlement Class Members. The amounts proposed for Class Counsel's attorneys' fees and costs, and service award are all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious deficiencies, this factor supports preliminary approval.

f. Amount Offered in Settlement Given Realistic Value of Claims

The Settlement provides a fair and reasonable monetary recovery for the Settlement Class in the face of disputed claims. Plaintiffs' analysis of the maximum and realistic expected recoveries for each of the theories of liability pled is set forth below:

<u>Miscalculation of The Regular Rate of Pay</u>: Plaintiffs alleges Defendants failed to include the bonuses for purposes of calculating the regular rate of pay. Lidman Decl., ¶ 17. Specifically, Plaintiffs allege that Defendants paid their non-exempt employees either incentive pay, auto-gratuity and/or other forms of pay not properly excludable as a matter of law when calculating an employee's regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). *Id*. Despite Defendants' payment of Incentive Pay to Plaintiff and non-exempt employees, Plaintiffs contend that Defendants failed to include all forms of Incentive Pay when calculating Plaintiff's and non-exempt employees' regular rate of pay, thereby causing Plaintiffs and other non-exempt employees to be underpaid for all of their overtime wages. *Id*. Based on the data produced throughout the litigation, over 2,700 of the pay periods are affected by this regular rate issue. Therefore, although Defendants' exposure may be minimal compared to the other claims, it still triggers derivative claims for wage statement violations, waiting time penalties and PAGA penalties. *Id*.

Defendants contend that any additional compensation received by non-exempt employees was discretionary and therefore not required to be included when calculating the regular rate of pay for the purposes of sick pay. Lidman Decl., ¶ 18. Defendants further contend that they have always properly calculated the regular rate of pay, and have produced pay data demonstrating that the regular rate was calculated correctly. *Id*. Defendants further asserts that Plaintiff would be unable to certify this class given the individualized inquiries that would be required. *Id*.

<u>Meal Period Violations</u>: Plaintiffs allege that they and the Settlement Class Members were not provided with all legally-compliant meal periods beginning before the end of the fifth hour of work, nor were they provided second meal periods when working shifts longer than 10.0 hours. Lidman Decl., ¶ 19. Specifically, Plaintiffs allege Defendants' supervisors were responsible for scheduling meal periods and Plaintiffs and Settlement Class members were not permitted to take their meal periods unless and until their supervisor affirmatively relieved them from their duties. *Id*. As a result of this human-controlled process for providing meal periods, and the nature of the restaurant business, Plaintiffs

contend that Settlement Class members were not provided with a meal period until after the fifth hour of work had concluded. *Id*. Additionally, Plaintiff contends that Defendants failed to provide second meal periods for shifts that were over 10.0 hours. *Id*. Accordingly, Plaintiffs calculated Defendants' alleged exposure on the meal period claim at $3,539,735. *Id*.

Defendants counter that they have always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take all legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendants. Lidman Decl., ¶ 20. Defendants also contend that their pay records demonstrate payment of meal period premiums to putative class members. *Id.* Defendants points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, they are only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so. *Id.*; *Brinker*, *supra*, 53 Cal.4th at 1038 (rejecting "ensure" standard). Finally, Defendants contends Plaintiffs' meal period claim is not suited for class certification, given that individual inquiries would be required to assess which employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift. *Id*. Accordingly, Plaintiffs discounted the maximum exposure by 50% for the risk of non-certification, and an additional 60% to account for Defendants' defenses on the merits to arrive at an estimated exposure of $707,947. *Id*.

<u>Rest Period Violations</u>: Plaintiffs allege that they and Settlement Class Members were also not authorized and permitted to take all required rest periods due to Defendant's rest period policies and practices. Lidman Decl., ¶ 21. Specifically, Plaintiffs allege that due to the nature of the restaurant business and supervisors being responsible for releasing employees for rest periods, Plaintiffs and Settlement Class members were unable to take any required rest periods. *Id*. Thus, Plaintiffs allege that they and other non-exempt employees experienced at least one rest period violation on every shift worked in excess of 3.5 hours. *Id*. Therefore, Plaintiffs calculated Defendants' maximum potential exposure for the alleged rest period violations at approximately $11,166,358. *Id*.

Defendants contend they have always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Lidman Decl., ¶ 22. Defendants argues that they have breakers to ensure employees take their breaks. *Id*. Defendants also argue that Plaintiffs' rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials. *Id*. Accordingly, Plaintiffs discounted the maximum exposure by 65% for the risk of non-certification, and an additional 65% to account for Defendants' defenses on the merits to arrive at an estimated exposure of $1,367,878.86. *Id*.

Wage Statement Violations: Plaintiffs further allege that Defendants issued inaccurate wage statements in violation of Labor Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages described above. Lidman Decl., ¶ 23. Specifically, Plaintiffs contend that this conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked and the rate at which they were being paid. *Id*. Plaintiffs calculated Defendants' maximum potential exposure for wage statement violations at approximately $4,981,250. *Id*.

Defendants argue that their alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiffs cannot show that they or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties. Lidman Decl., ¶ 24. Defendants also argue that recovery of wage statement penalties as a derivative claim for other alleged violations (such as unpaid wages or meal/rest periods) is an unlawful double recovery prohibited under binding California law, including *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) and *Soto v. Motel 6 Operating, L.P.*, 4 Cal. App. 5th 385 (2016). *Id.* As such, Plaintiffs discounted the calculated exposure by 45% for a risk of non-certification and an additional 50% for a risk of being unsuccessful on the merits, to arrive at an estimated total of approximately $1,369,843.75. *Id*.

Waiting Time Penalties: Plaintiffs alleges that Defendants are also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages. Lidman Decl., ¶ 25.

Based on the data provided by Defendants, there were approximately 701 Settlement Class Members who have separated their employment with Defendants during the relevant time period who could be entitled to waiting time penalties. *Id*. Therefore, Plaintiffs calculated Defendants' maximum potential exposure for waiting time penalties at approximately $3,120,852. *Id*.

Defendants assert they have strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiffs' underlying claims, precluding imposition of penalties. Lidman Decl., ¶ 26*; See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt precluded imposition of waiting time penalties over contested wages owed). Accordingly, Plaintiffs discounted the maximum exposure by 45% for the risk of non-certification, and an additional 40% to account for Defendants' defenses on the merits, to arrive at an estimated exposure of approximately $1,029,881.16. *Id*.

<u>PAGA Civil Penalties</u>: Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Lidman Decl., ¶ 27. Plaintiffs calculated Defendants' potential exposure at $4,996,300.00 based on the initial violation rate. *Id*.; *see Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 (finding "initial" violation rate applies until employer is notified that it is violating a Labor Code provision).

Defendants argue that Plaintiffs' PAGA claim will fail for the same reasons that her underlying claims will fail. Lidman Decl., ¶ 28; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendants also maintain that, given their good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendants liable for any of Plaintiffs' claims. *See* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc*. (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc*. (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from $2.8 million to $500,000). Therefore, Plaintiffs discounted the maximum exposure figure by 60% for a risk of being unsuccessful on the merits, and an additional 55% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of $899,334. *Id*.

g. <u>The Settlement Is Within the Range of Possible Approval</u>

Using these estimated figures for each of the claims described above, Plaintiffs predicted the realistic total recovery for the Settlement Class would be at least approximately $5,374,884.77. Lidman Decl., ¶ 29. The proposed settlement of $3,000,000.00 therefore represents approximately 55% of the reasonably forecasted recovery for the Settlement Class. *Id*. Preliminary approval is appropriate as the settlement will provide tangible monetary relief to Settlement Class members and will still provide an average recovery to Settlement Class members of <u>*over $1,300.00,* which is a great result given the expiration of the five year rule.</u> *Id*.

The proposed settlement reflects approximately 55% of the estimated recovery the Settlement Class could reasonably expect in light of the significant litigation and collection risks, and will provide tangible monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure recovered in this case exceeds percentages routinely approved by courts. *See, e.g., Glass v. UBS Finan. Servs.* (N.D. Cal. 2007) Case No. C-06-4068 MMC, 2007 WL 221862, *4 (approving settlement representing 25% to 35% of potential damages); *Dunleavy v. Nadler* (9th Cir. 2000) 213 F.3d 454, 459 (approving settlement representing about one-sixth of potential recovery); *Nat'l Rural Telecomm. Coop. v. DirecTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 527 ("it is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the Settlement Class members at trial"). Thus, Plaintiffs submit that the proposed settlement is within the range of possible approval, such that notice should be provided to the Settlement Class so that they can consider the Settlement. The Court will have the opportunity to again assess the reasonableness of the Settlement after the Settlement Class has had the opportunity to opt-out or object.

h. <u>The Experience and Views of Counsel</u>

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is represented by competent, experienced counsel who possess extensive experience prosecuting and defending wage-and-hour class actions, and who have been appointed as class counsel in numerous cases alleging similar claims. *See*

Lidman Decl., ¶¶ 2-8; Moore Decl., ¶¶ 2-5; Gose-Hardy Decl. ¶¶ 2-3; Haines Decl., ¶¶ 2-8. Class Counsel conducted an in-depth review of Defendants' policies and timekeeping and payroll records, and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *See* Lidman Decl., ¶¶ 11, 17-32. The Settlement was also reached with the assistance of an experienced wage and hour class action mediator. Lidman Decl., ¶ 12. This factor strongly supports preliminary approval of the Settlement. *See Kullar*, *supra*, 168 Cal.App.4th at 130.

i. <u>Attorneys' Fees and Costs</u>

California courts recognize an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the "common fund" created as a result of a settlement. *See e.g., Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 (holding "the percentage of fund method survives in California class action cases"). Class Counsel's request for fees of one-third of the GSA is well within the range of reasonableness and, indeed, is considered the typical rate for common fund settlements. Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. *See* 4 Newberg on Class Actions § 14.6 (4th Ed. 2013).

Here, Class Counsel will also apply for an attorneys' fees award of one-third of the GSA, which is currently estimated to be $1,000,000.00, and up to $115,000.00 in verified costs reimbursement. *See* Lidman Decl., ¶ 30 and Exh. 3 (Settlement, ¶ 4). Plaintiffs submit the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Lidman Decl., ¶ 30. Further, Plaintiffs have provided written approval of the split of attorneys' fees in this action. Lidman Decl., ¶ 31. Class Counsel has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, propounding multiple sets of written discovery, responding to written discovery, lengthy meet and confer conferences with defense counsel, participating in the *Belaire-West* opt out notice mailing, reviewing thousands of pages of Defendant's documents and policies, preparing and taking 4 PMQ depositions, preparing and defending Plaintiff Ramirez Angeles' deposition, analyzing Plaintiff's timekeeping data and payroll records, drafting and filing a Motion for Class Certification, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. Lidman Decl., ¶ 30. Class Counsel expects to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process, fielding questions from Settlement Class members, preparing the final approval papers, and attending the Final Approval hearing. *Id*.

Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an overall percentage of the settlement in light of the substantial risks, significant work undertaken, the positive results obtained for the class, and the efficiency with which the Parties conducted the litigation. Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees and verified litigation costs at the time of seeking final approval of the Settlement, which will include a lodestar analysis.

j. <u>Administration Costs</u>

Phoenix Settlement Administrator's fees and expenses are estimated not to exceed $16,500.00. *See* Declaration of Jodey Lawrence in support of Plaintiff's Motion for Preliminary Approval filed concurrently herewith ("Lawrence Decl."). This request is reasonable in light of the proposed class size of approximately 1,183 Settlement Class Members and the costs and expenses associated with administering the Notice Packets and distributing the awards, including translating the documents to Spanish by a Court certified translator.

k. <u>Class Representative Service Awards</u>

"[I]ncentive awards are fairly typical in class action cases . . . and are intended to compensate class representatives for work done on behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-94.

Here, as part of the Settlement, Plaintiffs will separately apply for a service awards at the time of seeking final approval of the proposed class action settlement in the amount of $10,000.00 each for their services to the Settlement Class. Lidman Decl., ¶ 32, Exh. 3 (Settlement, ¶ 4); Martinez Decl., ¶ 15; Ramirez Angeles Decl., ¶ 15. As will be fully briefed at the time of final approval, Plaintiffs' requested service award is intended to recognize the time and effort Plaintiffs expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, multiple conferences with Class Counsel to discuss the claims and theories at issue in the litigation, responding to written discovery, sitting for a deposition, as well as the significant risks

Plaintiffs undertook by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiffs have agreed to a general release of all claims subject to a waiver of Civil Code § 1542. *See* Lidman Decl., ¶ 36; Martinez Decl., ¶¶ 3-15; Ramirez Angeles Decl., ¶ 3-14.

l. PAGA Civil Penalties

The parties have agreed to a PAGA award of $250,000.00 and in accordance with California Labor Code section 2699(i), the LWDA will receive 75% of the amount attributable to PAGA penalties – or $187,500. Settlement ¶ 3.2(d). This $187,500.00 represents 6.25% of the $3,000,000.00 Gross Settlement Amount and is within the range approved by Courts. *See, e.g.*, *In re M.L. Stern Overtime Litig*., No. CV 07-0118 BTM (JMAx), 2009 WL 995864, at *1 (S.D. Cal. Apr. 13, 2009) (approving PAGA settlement of 2 percent, or $20,000); *Hopson v. Hanesbrands, Inc*., No. CV 08-0844 EDL, 2008 WL 3385452, at *1 (S.D. Cal. Apr. 13, 2009) (approving a PAGA settlement of 0.3 percent, or $1,500); *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 589 (2010) (approving settlement of wage and hour class action claims and PAGA claims under which no money was allocated to the PAGA claims).

m. Payroll Taxes and Tax Allocation

The Settlement provides that the employer's share of payroll taxes shall be paid separately from, and in addition to, and the Gross Settlement Amount. Settlement ¶ 4.E.

n. Uncashed Funds

The Settlement provides that Settlement Class members will have 180 days from the date the Settlement Administrator mails the checks to cash any and all payments. Settlement ¶ 6.F. Any funds remaining after 180 days escheat to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member. Settlement ¶ 6.F. As all settlement funds will be distributed to the Settlement Class members, there will be no residue and therefore it is unnecessary to designate *cy pres* recipients.

C. SETTLEMENT IS DEVOID OF OBVIOUS DEFICIENCIES

Preliminary approval of the Settlement is also warranted because there are no obvious deficiencies. The Settlement will provide monetary relief to participating Settlement Class Members. The amounts proposed for Class Counsel's attorneys' fees and costs, and service awards are all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious deficiencies, this factor supports preliminary approval.

D. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED NOTICE TO SETTLEMENT CLASS MEMBERS

Before the final approval hearing, the Court requires adequate notice of the settlement be given to all class members. This Court should order distribution to the Settlement Class of the proposed Notice Packet by first-class regular U.S. Mail, postage prepaid, using last known mailing address information provided by Defendant, as updated by the Settlement Administrator through the National Change of Address database. *See* Settlement, ¶ 11. The Notice Packets, which shall include the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, Allocation Form, Request for Exclusion Form and Objection Form, will be mailed in both English and Spanish. This manner of giving notice is the "best notice practicable" under the circumstances because it provides "individual notice to all members who can be identified through reasonable effort." *See Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. Here, Plaintiff proposes that the Settlement be administered by Phoenix Settlement Administrators ("Phoenix"), an experienced class action settlement administrator. *See generally* Lawrence Decl. and attached exhibits. Settlement Class Members' addresses will be ascertainable through Defendant's personnel and payroll records, which Defendant will provide to Phoenix within 20 days of preliminary approval of the Settlement. *See* Settlement ¶ 11.A. Within 10 business days of receipt of the Settlement Class Members' addresses, Phoenix will run the addresses through the United States Postal Service Notice of Change of Address database (which provides updated addresses for any individual who has moved in the previous four years and has notified the U.S. Postal Service of a forwarding address) and mail the notices to Settlement Class members. *See* Settlement ¶ 8.4(b). To the extent that any notices are returned, within 5 business days after receipt of any Class Notice returned as undelivered, Phoenix will re-mail the Class Notice using any forwarding address provided by the U.S.P.S. or conduct a Class Member Address Search to track any Class Member's current mailing address. *See* Settlement ¶ 11.F.

The content of the proposed Notice Packet satisfies California Rule of Court 3.766(d) because it advises Settlement Class members of the nature of the claims, basic contentions and denials of the parties, and the key terms of the Settlement, the 60-day deadline to opt-out or object to the Settlement and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Settlement Class Member, provides them the opportunity to contest their total workweeks included in the notice, and advises them that they will be bound by the terms of the Settlement if they do not opt-out. *See* Lidman Decl., Exh. 2 (Settlement, Exh. A). The proposed Notice Packet will also notify Settlement Class members of the final approval hearing date and provides Settlement Class Members the contact information for Class Counsel and advises Settlement Class members that they may enter an appearance through counsel if they wish to. This manner of giving notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Settlement Class members.

E. THE COURT SHOULD SET A FINAL APPROVAL HEARING

Finally, this Court should set a hearing for final approval of the Settlement on November 2, 2026 at 1:30 p.m., following the deadline by which Settlement Class members must file objections to the Settlement or opt-out. *See* California Rule of Court 3.769.

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily approve the proposed Settlement, provisionally certify the Settlement Class, and enter the Proposed Order Granting Preliminary Approval of Class Action Settlement submitted concurrently herewith.

Dated: March 30, 2026

Respectfully Submitted,
LIDMAN LAW, APC

By: ____________________
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