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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA BARBARA**

ADILIA RODRIGUEZ, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiffs,

v.

SEGURA ENTERPRISES, INC. DBA  
SEGURA SECURITY SERVICES, a  
California corporation; and DOES 1 through  
100, inclusive;

Defendants.

Case No.: 22CV04313

Assigned for All Purposes to:  
Honorable Jed Beebe  
Department 4

**CLASS ACTION**

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

*[Declaration of Proposed Class Counsel  
(Douglas Han); and [Proposed] Order filed  
concurrently herewith]*

Hearing Date: August 8, 2024  
Hearing Time: 8:30 a.m.  
Hearing Place: Department 4

Complaint Filed: November 2, 2022  
Trial Date: None Set

1           **PLEASE TAKE NOTICE** that on August 8, 2024 at 8:30 a.m. or as soon as the matter  
2 may be heard, before the Honorable Jed Beebe in Department 4 of the Santa Barbara County  
3 Superior Court located at 312 East Cook Street, Building E, Santa Maria, California 93454,  
4 Plaintiffs Adilia Rodriguez and Paris Drake (“Plaintiffs,” “Plaintiff Rodriguez,” and “Plaintiff  
5 Drake”) will and hereby do move for an order:

- 6           • Granting Preliminary Approval of the class action settlement described herein and  
7           as set forth in the Joint Stipulation and Settlement Agreement (“Settlement  
8           Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the  
9           declaration of Douglas Han, including, and not limited to, the means of allocation  
10          and distribution of funds;
- 11          • Conditionally certifying the Class for settlement purposes only;
- 12          • Appointing Plaintiffs as the class representatives;
- 13          • Appointing Justice Law Corporation as Class Counsel;
- 14          • Approving the Notice of Class Action Settlement and Claim Form (“Notice  
15          Packet”) attached as **Exhibit A** and **Exhibit B** to the Agreement respectively;
- 16          • Directing the mailing of the Notice Packet with a postage-paid return envelope to  
17          the Class;
- 18          • Approving the proposed deadlines for the claims administration process;
- 19          • Approving ILYM Group, Inc. as the Claims Administrator; and
- 20          • Scheduling a hearing to consider whether to grant Final Approval of the Settlement  
21          Agreement, at which time the Court will also consider whether to grant Final  
22          Approval of the requests for the Attorneys’ Fees and Costs, Class Representative  
23          Enhancement Payments, Claims Administration Costs, and approval of the  
24          allocation of the Private Attorney General Act of 2004 (“PAGA”) Payment.

25       ///

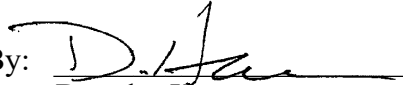
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1 This motion is based upon the following memorandum of points and authorities;  
2 Declaration of Proposed Class Counsel (Douglas Han); [Proposed] Order filed concurrently with  
3 this motion; pleadings and other records on file with the Court in this matter; and such documentary  
4 evidence and oral argument as may be presented at the hearing on this motion.

5  
6 Dated: June 6, 2024

**JUSTICE LAW CORPORATION**

7 By:   
8 Douglas Han  
9 *Attorney for Plaintiffs*

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1     **I.     INTRODUCTION**

2             This motion seeks preliminary approval of a reversionary proposed wage-and-hour class  
3 action settlement by Plaintiffs on behalf of themselves and all current and former hourly-paid or  
4 non-exempt employees of Defendant Segura Enterprises, Inc. dba Segura Security Services  
5 (“Defendant”) within the State of California at any time during the period from November 2, 2018,  
6 through November 20, 2023 (“Class,” “Class Members,” and “Class Period”). At the time of this  
7 filing, the number of Class Members is estimated to be three hundred one (301), which was  
8 confirmed by Defendant. (Declaration of Douglas Han In Support of Plaintiffs’ Motion for  
9 Preliminary Approval of Class Action Settlement (“Han Decl.”), ¶¶ 7, 8.)

10    **II.    BACKGROUND**

11             On November 2, 2022, Plaintiff Rodriguez filed a wage-and-hour class action lawsuit in  
12 the Superior Court of California, County of Santa Barbara, alleging eight (8) causes of action. (Han  
13 Decl., *supra*, at ¶ 9.)

14             On August 2, 2023, Plaintiff Drake provided written notice to the California Labor and  
15 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit 3.)

16             After engaging in discovery, investigations, and negotiations, the Parties remotely attended  
17 mediation with the mediator Steve Serratore on September 19, 2023, resulting in the Parties  
18 reaching a tentative settlement. (Han Decl., *supra*, at ¶ 11.)

19             Plaintiff Rodriguez then filed a First Amended Complaint that: (1) adjusted the “class”  
20 definition; (2) added Plaintiff Drake as a named plaintiff; and (3) added a cause of action for  
21 violation of Labor Code section 2698 (PAGA). (Han Decl., *supra*, at ¶ 12.)

22    **III.   INVESTIGATION/ LITIGATION HISTORY**

23             **a.   Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

24             Plaintiffs drafted and propounded form interrogatories, special interrogatories, requests for  
25 admission, and requests for production of documents. (Han Decl., *supra*, at ¶ 14.) Defendant  
26 responded to the formal discovery requests. (*Ibid.*) The Parties met and conferred and agreed to  
27 engage in an informal exchange of information and eventually remotely attended mediation. (*Ibid.*)

28    ///

1 Defendant produced several documents relating to its policies, practices, and procedures.  
2 (Han Decl., *supra*, at ¶ 15.) As part of Defendant’s production, Plaintiffs also reviewed time  
3 records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Putative  
4 class members were also located and interviewed to attain a better understanding of the extent and  
5 frequency of the alleged day-to-day violations. (*Ibid.*)

6 Based on the information provided by Defendant and interviews with putative class  
7 members, Plaintiffs contend – and Defendant denies – Defendant: (1) failed to provide employees  
8 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)  
9 failed to reimburse employees for necessary business expenses; (4) issued noncompliant wage  
10 statements; and (5) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 17-23.)

11 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

12 **i. The Parties Attended Mediation Which Led to the Settlement**

13 The Parties remotely attended mediation with an experienced mediator. (Han Decl., *supra*,  
14 at ¶ 24.) Under the auspices of the mediator, the Parties reached a settlement, the terms were  
15 memorialized in the Settlement Agreement. (*Id.* at ¶ 24; Exhibits 2, 5.)

16 **ii. The Settlement Was Reached as a Result of Arm’s-Length Negotiations**

17 The Settlement was reached because of arm’s-length negotiations. (Han Decl., *supra*, at ¶  
18 27.) Though cordial and professional, the settlement negotiations have always been adversarial  
19 and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted extensive  
20 arm’s-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

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

27 ///

28 ///

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

2           The Parties investigated and evaluated the strengths and weaknesses of the claims and  
3 defenses before reaching the Settlement and engaged in research and discovery to support the  
4 Settlement. (Han Decl., *supra*, at ¶ 29.) The Settlement was only possible following significant  
5 investigation and evaluation of the relevant policies and practices, permitting Class Counsel to  
6 engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has  
7 reached the stage where the Parties understand “the strength of the case; the reasonableness of the  
8 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”  
9 sufficient to support the Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*,  
10 at ¶ 29; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

11                   **c. Terms of the Proposed Settlement**

12                   **i. Deductions from the Settlement**

13           The Parties agreed (subject to the Court’s approval) this action be settled and compromised  
14 for the reversionary total sum of \$200,000 (“Maximum Settlement Amount”) that includes: (1)  
15 attorneys’ fees not to exceed \$70,000 (35% of the Maximum Settlement Amount); (2) attorneys’  
16 costs not to exceed \$20,000; (3) Class Representative Enhancement Payments totaling \$10,000;  
17 (4) Claims Administration Costs not to exceed \$15,000; and (5) PAGA Payment not to exceed  
18 \$10,000. (Han Decl., *supra*, at ¶ 25.)

19                   **ii. Calculating Settlement Payments**

20           The Net Settlement Amount is estimated to be \$75,000. (Han Decl., *supra*, at ¶ 26.) The  
21 amount to be distributed to the Class Members who submit timely and valid Claim Forms for  
22 participation in the Class Action Settlement (“Claimants”) will equal at least fifty percent (50%)  
23 of the Net Settlement Amount. (*Ibid.*) Any unclaimed amounts above fifty percent (50%) of the  
24 Net Settlement Amount will be the exclusive property of Defendant. (*Ibid.*)

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1 Claimants will receive a proportionate share of the Net Settlement Amount using the  
2 formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at ¶  
3 58.) If the total Individual Settlement Payments to the Claimants would equal less than fifty percent  
4 (50%) of the Net Settlement Amount, the Claims Administrator will proportionately increase the  
5 Individual Settlement Payment for each Claimant to ensure that total Individual Settlement  
6 Payments equal fifty percent (50%) of the Net Settlement Amount. (Han Decl., *supra*, at ¶ 24;  
7 Exhibit 2, *supra*, at ¶¶ 27, 57, 58(c).) Individual Settlement Payments will be allocated ten percent  
8 (10%) as wage claims and ninety percent (90%) as interest and penalties. (*Id.* at ¶ 78.)

9 The portion of the PAGA Payment that is to be paid to each PAGA Aggrieved Employee  
10 shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*,  
11 at ¶ 24; Exhibit 2, *supra*, at ¶ 56.) PAGA Aggrieved Employees' portion of the PAGA Payment  
12 will be allocated as one hundred percent (100%) penalties. (*Id.* at ¶ 56(b).)

### 13 **iii. Notice to the Class**

14 Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class  
15 List(s) to the Claims Administrator. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at ¶ 61.) Within  
16 fourteen (14) calendar days of receiving the Class List(s), the Claims Administrator will mail a  
17 Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current,  
18 known mailing addresses available. (*Id.* at ¶ 62.)

### 19 **iv. Distribution of Funds**

20 The Maximum Settlement Amount will be funded pursuant to the timeline and manner set  
21 forth in the Settlement. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at ¶¶ 51, 52.) Uncashed  
22 settlement checks will be transmitted to the California Controller's Unclaimed Property Fund in  
23 the name of the Claimant. (*Id.* at ¶ 75.)

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1                                    **v. Release of Claims**

2            Upon the Effective Date and Defendant funding the Maximum Settlement Amount,  
3 Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever  
4 released, settled, compromised, relinquished, and discharged with respect to the Released Parties  
5 all Released Claims for any period during the Released Claims Period. (Han Decl., *supra*, at ¶ 24;  
6 Exhibit 2, *supra*, at ¶¶ 38, 39, 82.)

7            As a condition of the class action settlement, Plaintiffs shall separately provide a general  
8 release to the Released Parties. (Han Decl., *supra*, at ¶ 24; Exhibit 2, *supra*, at ¶ 54(a).) Upon the  
9 Effective Date and Defendant funding the Maximum Settlement Amount, pursuant to the terms of  
10 the Settlement, and solely with respect to the Released Claims, Plaintiffs also expressly waive and  
11 relinquish any rights or benefits available under the provisions of section 1542 of the Civil Code.  
12 (*Id.* at ¶ 83.)

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

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22 ///

23 ///

1                   **d. Counsel for Both Parties Are Experienced in Similar Litigation**

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

8                   **IV. ARGUMENT**

9                   **a. Class Action Settlements Are Subject to Court Review**

10                  California Rules of Court, rule 3.769 requires court approval for class action settlements.<sup>2</sup>  
11 “Before final approval, the court must conduct an inquiry into the fairness of the proposed  
12 settlement.” (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for  
13 preliminary approval of class settlements:

- 14                  (a) A settlement or compromise of an entire class action, or a cause of action in  
15 a class action, or as to a party, requires the approval of the court after  
16 hearing.  
17                  ...  
18                  (c) Any party to a settlement agreement may serve and file a written notice of  
19 motion for preliminary approval of the settlement. The settlement  
20 agreement and proposed notice to class members must be filed with the  
21 motion, and the proposed order must be lodged with the motion.

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

26                  <sup>1</sup> The final factor mentioned in *Dunk* – the number of objectors – is not determinable until  
27 the Notice Packet has been provided to the Class, and they have had an opportunity to respond.  
28 This information will be provided to the Court in conjunction with the Motion for Final Approval  
of Class Action Settlement.

<sup>2</sup> The California Supreme Court has also authorized California's trial courts to use Federal  
Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior*  
*Court* (1971) 4 Cal.3d 800, 821; see *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.

1                   **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

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

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

18                   **i. The Settlement Amount of \$200,000 Is Fair and Reasonable**

19           The Settlement Agreement was only possible following significant investigation and  
20 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in  
21 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and  
22 potential damages. (Han Decl., *supra*, at ¶ 29.)

23           The claims are predicated on the purported: (1) failure to pay overtime wages; (2) failure  
24 to pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium  
25 wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure  
26 to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business &  
27 Professions Code section 17200 (Han Decl., *supra*, at ¶ 30.) Defendant vehemently denies the  
28 theories of liability. (*Id.* at ¶ 31.)

1 While Plaintiffs believe the case is suitable for certification, uncertainties with respect to  
2 certification are always present. (Han Decl., *supra*, at ¶ 32.) As the California Supreme Court  
3 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is  
4 always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*  
5 *Stores, Inc.* have reached different conclusions concerning certification of wage-and-hour claims.<sup>3</sup>  
6 (*Ibid.*) Thus, the calculations for potential damages were discounted.

7 **ii. The PAGA Payment of \$10,000 Is Reasonable**

8 The provisions of the Labor Code potentially triggering PAGA penalties in this case  
9 include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5,  
10 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*,  
11 at ¶ 40.) Defendant asserted, regardless of the results of the underlying causes of action, PAGA  
12 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained it  
13 had a strong argument it would be unjust to award maximum PAGA penalties given the law's  
14 current unsettled state concerning PAGA penalties. (Han Decl., *supra*, at ¶ 40; *Thurman v.*  
15 *Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this  
16 authority].) Furthermore, Defendant argued without stacking and limited to the initial violation,  
17 the PAGA penalties would be limited to about **\$9,000** (90 employees x \$100 penalty for initial  
18 violation) on the low end and **\$54,000** (90 employees x \$100 penalty for initial violation x 6  
19 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 41-43.)

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24 <sup>3</sup> (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification  
25 of class claiming misclassification and ordering summary adjudication in favor of employees],  
26 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for  
27 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440  
28 [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 the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 44.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Allocating \$10,000 to PAGA civil penalties was reasonable given that Defendant is also paying an additional \$190,000 in the class settlement. (*Ibid.*) When 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.<sup>4</sup> (*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 **\$1,424,130.43** on the low end and around **\$1,559,410.43** on the high end. (Han Decl., *supra*, at ¶ 45.)

| Category                                  | Potential Exposure                                  | Certification Risk | Merits Risk | Realistic Exposure                              |
|-------------------------------------------|-----------------------------------------------------|--------------------|-------------|-------------------------------------------------|
| Rest Break Premiums                       | \$130,321.63                                        | 70%                | 60%         | \$15,638.60                                     |
| Meal Break Premiums                       | \$38,875.20                                         | 60%                | 60%         | \$6,220.03                                      |
| Overtime/Minimum Wage: Off-the-Clock Work | \$270,560 to \$405,840                              | 60%                | 60%         | \$43,289.60 to \$64,934.40                      |
| Unreimbursed Business Expenses            | \$105,760                                           | 30%                | 70%         | \$22,209.60                                     |
| Wage Statement Penalty                    | \$157,500                                           | 60%                | 60%         | \$25,200                                        |
| Waiting Time Penalty                      | \$721,113.60                                        | 60%                | 60%         | \$115,378.18                                    |
| <b>MAXIMUM TOTAL EXPOSURE</b>             | <b>\$1,424,130.43 to \$1,559,410.43<sup>5</sup></b> |                    |             | <b>\$227,936.01 to \$249,580.81<sup>6</sup></b> |

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<sup>4</sup> (*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.”)

<sup>5</sup> (Han Decl., *supra*, at ¶¶ 33-39.)

<sup>6</sup> (*Id.* at ¶¶ 46-51.)

1 The realistic recovery for this case is about **\$227,936.01** on the low end and **\$249,580.81**  
2 on the high end. (Han Decl., *supra*, at ¶ 52.) The Maximum Settlement Amount is about thirteen  
3 percent (12.83%) of the maximum potential exposure and around eighty percent (80.13%) of the  
4 maximum realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

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

16 **d. Conditional Certification of the Class Is Appropriate**

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

22 The Class is ascertainable and numerous as to make it impracticable to join all Class  
23 Members, and there are common questions of law and fact that predominate over any questions  
24 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 53.) Plaintiffs contend their claims  
25 are typical of the claims of the Class, and Class Counsel will fairly and adequately protect the  
26 interests of the Class. (*Ibid.*) Plaintiffs assert the prosecution of separate actions by individual  
27 Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

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1                                   **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

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

9                   This case involves approximately three hundred one (301) Class Members, meaning the  
10 Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 54; *Ghazaryan v. Diva Limousine, Ltd.*  
11 (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and  
12 former employees” is sufficiently numerous].)

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

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

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Plaintiffs assert common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 55.) Plaintiffs contend all Class Members were subject to the same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

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.)

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Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 57.) Plaintiffs conducted themselves diligently and responsibly in representing the Class in this litigation, understand the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiffs spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Plaintiffs have no interest averse to the interests of the other Class Members. (*Ibid.*)

#### **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 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 several Class Members are also current employees, Plaintiffs believe 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. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements are present herein.

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

The Notice Packet meets all these requirements. The Notice Packet will provide: (1) information regarding the nature of the case; (2) summary of the Settlement’s principal terms; (3) Class definition; (4) total number of Workweeks each Class Member worked for Defendant during the Class Period; (5) each Class Member’s estimated settlement payment and formula for calculating their settlement payments; (6) dates which comprise the Class Period; (7) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding Workweeks; (8) requirements relating to, and deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection, and written disputes regarding Workweeks; (9) claims to be released; and (10) date and time of the Final Approval Hearing. (Han Decl., *supra*, at ¶ 62.) The Notice Packet will include the Claim Form, which will provide pertinent employment information. (*Id.* at ¶ 63.)

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

**JUSTICE LAW CORPORATION**

By: D. Han  
Douglas Han  
Attorney for Plaintiffs

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**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 ccastro@justicelawcorp.com

On June 6, 2024, I served the foregoing document described as

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

for the following case:      **Adilia Rodriguez, et al. v. Segura Enterprises, Inc. d/b/a  
Segura Security Services**  
LWDA/Court Case No.:      **LWDA Case No.: CM-972526-23  
Court Case No.: 22CV04313  
Santa Barbara County 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

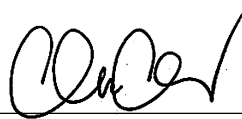
**[X] BY ELECTRONIC SUBMISSION**

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 June 6, 2024, at Pasadena, California.

  
\_\_\_\_\_  
Christina Castro