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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

GABRIEL RODRIGUEZ, JESUS ESTRADA, and ROBERTO ALVARADO, individuals and on behalf of all others similarly situated;

Plaintiffs,

vs.

TASTEPOINT INC., a Delaware corporation; FRUTAROM USA INC, a New Jersey corporation; INTERNATIONAL FLAVORS & FRAGRANCES, INC., a New York corporation; CITISTAFF SOLUTIONS INC., a California corporation; and DOES 1 through 50,

Defendants.

Case No.: CVRI2306840

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

[Filed Concurrently with Notice of Filing Class Action and PAGA Settlement Agreement, Declarations in Support Thereof, and [Proposed] Order]

DATE: August 4, 2026
TIME: 8:30 a.m.
DEPT: 1

Action Filed: May 24, 2024
Trial Date: Not Set

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TO THE HONORABLE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on August 4, 2026 at 8:30 a.m. in Department 1 of the Superior Court of the State of California for the County of Riverside, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501, before the Honorable Harold W. Hopp, Judge presiding, Plaintiffs Gabriel Rodriguez, Jesus Estrada, and Roberto Alvarado ("Plaintiffs" or "Class Representatives") will and hereby do move the Court for an Order:

1. Preliminarily approving the Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") between Class Representatives and Tastepoint Inc., International Flavors & Fragrances, Inc., Frutarom USA Inc., and CitiStaff Solutions, Inc. ("Defendants") and the settlement fund in the amount of Six Hundred Eighty-Seven Thousand Five Hundred Dollars ($687,500.00) ("Gross Settlement Amount"), which is to be distributed as follows: out of the Gross Settlement Amount, (a) an estimated minimum of $340,424.33 to be paid to Participating Class Members; (b) up to $15,000.00 each, totaling $45,000.00, to be paid as Class Representative Service Payments for Plaintiffs' service to the Class; (c) up to $229,166.67 (33 1/3% of the Gross Settlement Amount) to be paid to Class Counsel for attorneys' fees and reimbursement of actual costs up to a maximum of $50,000.00; (d) PAGA Penalties of $15,000.00, 75% of which, or $11,250.00 will be paid to the Labor Workforce Development Agency (the "LWDA") and 25% of which, or $3,750.00 will be paid to PAGA Employees; and (e) the Administrator to be paid for its fees and costs relating to the claims administration process in the amount of $7,909.00;

2. Finding on a preliminary basis that the Settlement appears to be within the range of reasonableness of a settlement, and that the Class Representative Service Payments, Class Counsel's fees and costs, the Administrator fees, and the allocation of payments to Participating Class Members, could ultimately be given final approval by this Court;

3. Approving the Notice of Proposed Settlement or Class Notice packet ("Class Notice") to be sent to Class Members, that is attached as Exhibit A to the Agreement;

4. Appointing Apex Class Action LLC as the Administrator; and

5. Setting the matter for a Final Fairness and Final Approval hearing.

/ / /

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to preliminarily certify a class for settlement purposes. The basis for this Motion, filed without any opposition from Defendants, is that the proposed settlement is fair, adequate, and reasonable and the procedures proposed by the Parties are adequate to ensure the opportunity of Class Members to participate in, opt out of, or object to the settlement.

This Motion will be based on the Memorandum of Points and Authorities included herein, the Agreement concurrently filed herewith, and the supporting Declarations of William C. Sung, Kyle Nordrehaug, Plaintiffs Roberto Alvarado, Gabriel Rodriguez, and Jesus Estrada, Kari J. Van Sinden, Ellen Deering Wallau, and Sean Hartranft on behalf of Apex Class Action LLC, upon the oral arguments of counsel and on the complete records and file herein.

Respectfully submitted,

DATED: July 10, 2026

JUSTICE FOR WORKERS, P.C.

By: ______________________________

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
Attorneys for Plaintiff GABRIEL RODRIGUEZ and JESUS ESTRADA

DATED: July 10, 2026

By: *_/s/ Kyle Nordrehaug_*

Kyle Nordrehaug
Nicholas J. De Blouw
Attorneys for Plaintiff ROBERTO ALVARADO

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF THE CASE

Plaintiffs Gabriel Rodriguez, Jesus Estrada, and Roberto Alvarado ("Plaintiffs" or "Class Representatives") brought this wage and hour class and representative action on behalf of all individuals who are or previously were employed by Defendants Tastepoint Inc., International Flavors & Fragrances, Inc., and Frutarom USA Inc. ("IFF Defendants") and Defendant CitiStaff Solutions, Inc. ("Defendant CitiStaff") (collectively, "Defendants"). The Class is defined as all individuals who are or previously were employed by IFF Defendants, who were classified as non-exempt in California at any time during the Class Period of November 20, 2020 through January 3, 2026. PAGA Employees include all individuals who are or previously were employed by IFF Defendants, who were classified as non-exempt in California at any time during the PAGA Period of October 16, 2022 through January 3, 2026, and all individuals who were employed by Defendant CitiStaff Solutions Inc. as a temporary non-exempt employee and placed to work on assignment with IFF Defendants in California at any time during the PAGA Period of October 16, 2022 through January 3, 2026.

The primary issues in this case pertain to Defendants' alleged failure to pay all wages due, meal and rest period violations, and failure to reimburse necessary business expenses. Plaintiffs contend, as a result of these issues, Defendants are also liable for inaccurate wage statement penalties, waiting time penalties, and civil penalties under the Private Attorneys' General Act ("PAGA"). Plaintiffs now request that this Court preliminarily approve this non-reversionary, common-fund class action settlement, in which Defendants have agreed to pay the Gross Settlement Amount ("GSA") of **$687,500.00**.

After deducting administration costs, Plaintiffs' requested Service Payments, the amount set aside as PAGA Penalties, and requested attorneys' fees and costs, the Net Settlement Amount ("NSA") of approximately **$340,424.33** will be distributed to all Class Members who do not opt out of the Settlement based on the proportionate number of workweeks worked by each Class Member during the Class Period. PAGA Employees will receive additional consideration for their release of PAGA claims.

Significantly, all Class Members will automatically receive a payment unless they affirmatively opt-out. There are approximately 177 Class Members, and **the average payment to participating Class Members is projected to be approximately $1,923.30**. This is an excellent result for Class Members, who will be releasing only those claims alleged in the Action. This settlement complies with the Court's Class Action Case Management Order and meets all of the elements required for approval. The Court should grant preliminary approval because the proposed Settlement is 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 Plaintiffs and the Class.

II. PROCEDURAL POSTURE

IFF Defendants own and operate a food and beverage ingredient manufacturing and distribution business in the State of California, including a facility in Corona, California. (Declaration of William C. Sung ("Sung Decl.") at ¶ 2.) Defendant CitiStaff is a staffing agency who places employees to work at IFF Defendants' facilities, including its Corona facility. (*Id.*) The class action portion of the settlement only includes direct hire employees of IFF Defendants while the PAGA action portion of the settlement includes both direct hire employees as well as Defendant CitiStaff's employees placed to work with IFF Defendants. (*Id.*)

Defendant CitiStaff placed Plaintiff Rodriguez to work with IFF Defendants at their facility in Corona, California in the shipping and receiving department. Declaration of Gabriel Rodriguez ("Rodriguez Decl."), ¶ 2. Plaintiff Estrada was directly employed by IFF Defendants as a non-exempt employee from approximately 2014 to June 2024 in production. Declaration of Jesus Estrada ("Estrada Decl."), ¶ 2. Plaintiff Alvarado was directly employed by IFF Defendants from May of 2019 through September 19, 2025 at Defendants' Corona, California plant. Declaration of Roberto Alvarado ("Alvarado Decl."), ¶ 3.

On August 2, 2023, Plaintiff Rodriguez submitted a letter to the California Labor & Workforce Development Agency ("LWDA") and Defendants, initiating administrative exhaustion of his claim for civil penalties under the PAGA. (Sung Decl., ¶ 3, Exh. 1 – *Rodriguez* PAGA Notice.) On December 20, 2023, Plaintiff Rodriguez submitted an amended letter to the LWDA and

Defendants identifying his new counsel, Justice for Workers, P.C. (Sung Decl., ¶ 4, Exh. 2 – *Rodriguez* Amended PAGA Notice.) On the same date, December 20, 2023, Plaintiff Rodriguez commenced this Action by filing a Representative Action Complaint against Defendants alleging a single cause of action for Civil Penalties Under the California Private Attorneys Act. (Sung Decl., ¶ 5.) On May 21, 2024, Plaintiff Rodriguez's individual claims were compelled into arbitration and his representative PAGA claims stayed pending arbitration. (*Id.*)

On October 15, 2024, Plaintiff Alvarado submitted a letter to the LWDA and IFF Defendants, initiating administrative exhaustion of his claim for civil penalties under the PAGA. (Declaration of Kyle Nordrehaug ("Nordrehaug Decl."), ¶ 6, Exh. 2 – *Alvarado* PAGA Notice.) On November 20, 2024, Plaintiff Alvarado filed a Class Action Complaint against IFF Defendants alleging various Labor Code violations in Riverside Superior Court, Case No. CVRI2406613, and on January 6, 2025 filed a PAGA representative action against IFF Defendants in Santa Clara Superior Court, Case No. 25CV455844 (the "*Alvarado* Actions"). (Nordrehaug Decl., ¶ 7.)

On March 28, 2025, Plaintiff Estrada filed a Class Action Complaint against IFF Defendants alleging various Labor Code violations in Riverside Superior Court, Case No. CVRI240661 (the "*Estrada* Action"). (Sung Decl., ¶ 6.)

On November 5, 2025, the Parties attended a private, global mediation of this Action, the *Alvarado* Actions, and the *Estrada* Action. (Sung Decl., ¶ 7.) After reaching a global class and PAGA settlement at mediation, on April 13, 2026, with leave of Court, Plaintiff Rodriguez filed the operative First Amended Complaint (the "Operative Complaint") which added Plaintiffs Alvarado and Estrada as named Plaintiffs and their class and PAGA claims to this Action in order to seek Court approval of this global class and PAGA settlement. (*Id.*, Exh. 3 – Operative Complaint.)

III. <u>THE PARTIES' SETTLEMENT NEGOTIATIONS</u>

Prior to mediation, the Parties engaged in informal discovery, where Defendants provided Plaintiffs with data which included (1) all Class Members' time and payroll records; (2) Defendants' employee handbooks and relevant policies and procedures in effect during the Class Period; and (3) Plaintiffs' personnel records and wage statements. (Sung Decl., ¶ 8.) Class Counsel engaged an expert data scientist, Berger Consulting Group, to conduct an analysis of the class records, Class Counsel analyzed and investigated the facts and law relevant to the Plaintiffs' claims, and the Parties outlined their respective positions in mediation briefs for the mediator. (*Id.*) Based on data provided by Defendants, the expert also calculated the maximum exposure under the Labor Code in preparation for mediation. (*Id.*)

On March 28, 2025, the Parties attended mediation with experienced class action mediator Jason Marsili, Esq. (Sung Decl., at ¶ 9.) During the mediation, the Parties debated the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses thereto and the scope of employees whom Plaintiffs could represent even if Plaintiffs' legal claims had merit. (*Id.)* After a full day of mediation, the Parties resolved the Actions. (*Id.*) The Parties subsequently memorialized all formal terms in a Class Action and PAGA Settlement Agreement (the "Agreement"), attached as **Exhibit 1** to the Notice of Filing of Class Action and PAGA Settlement Agreement. (*Id.*)

IV. DISCUSSION

Any settlement of class litigation must be reviewed and approved by the Court. This is done in two steps: (1) an early (preliminary) review by the trial court; and (2) a final review after notice has been distributed to the class members for their comment or objections. The Manual for Complex Litigation (Third), § 30.41 states:

> Approval of class action settlements involves a two-step process. First, counsel submits the proposed terms of settlement and the court makes a preliminary fairness evaluation. If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice . . . be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

Thus, the preliminary approval by the trial court is simply a conditional finding that the settlement appears to be within the range of acceptable settlements. As Professor Newberg comments, "[t]he strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal may vary. The court may find that the settlement proposal contains some merit, is within the range of reasonableness required for a settlement offer, or is presumptively valid subject only to any objections that may be raised at a final hearing." Newberg on Class Actions, § 11.26 (4th ed. 2002).

The procedures for the parties' submission of a proposed settlement for preliminary approval by the court also are discussed in Newberg on Class Actions:

> When the parties to an action reach a monetary settlement, they will usually prepare and execute a joint stipulation of settlement, which is submitted to the court for preliminary approval. The stipulation should set forth the central terms of the agreement, including but not limited to, the amount of settlement, form of payment, manner of determining the effective date of settlement and any recapture clause.

(*Id.* at § 11.24.)

Here, the Parties have reached such an agreement and have submitted to this Court in connection with this Motion a copy of the Agreement fully setting forth the agreement reached among the Parties. The Agreement sets forth all terms of the agreement reached by the Parties, which complies with the Court's Class Action Case Management Order ("CMO").

A. PROPOSED CLASS - CMO (G)(3)(a)(i)

The current settlement is being settled on behalf of:

> All individuals who are or previously were employed by IFF Defendants, who were classified as non-exempt in California at any time during the Class Period of November 20, 2020 through January 3, 2026.

(Agreement, §§ 1.4, 1.12.) The number of Class Members is estimated at 177 individuals and the number of PAGA Employees is estimated at 147 individuals. (Agreement, § 4.1.)

B. ESTIMATE OF THE TOTAL AMOUNT OF DAMAGES, PENALTIES OR OTHER RELIEF THAT THE CLASS WOULD BE AWARDED - CMO (G)(3)(a)(ii)

Based on the data provided, Plaintiffs believe that the maximum amount of exposure that the Class could be awarded is approximately class could have obtained damages of approximately **$3,842,279.50** plus PAGA penalties. (Sung Decl. ¶ 10.) Specifically, Plaintiffs estimate the maximum damages for each of the causes of action as follows:

1. Unpaid Wages Due to Off-the-Clock Work

Plaintiffs alleged that they worked off the clock approximately 5 minutes per shift donning and doffing their uniforms and received work related phone calls off the clock. (Sung Decl., ¶ 10.a.) Here, any instances of off-the-clock work would not be reflected in the records. (*Id.*) Estimating that Class Members worked on average 30 minutes off the clock per week, Defendants' maximum exposure to the Class for unpaid of wages, including overtime, is approximately $413,296.50. (*Id.*)

2. Meal and Rest Period Premiums

Plaintiffs alleged that they did not receive all of meal periods and rest periods. (Sung Decl., ¶ 10.b.) Here, in analyzing the time records, Plaintiffs' expert found, after accounting for meal period premiums paid, approximately 75% of shifts had a meal period violation. (*Id.*) Class Counsel estimate Defendants' maximum exposure to the Class for unpaid meal period premiums to be approximately $1,664,961.00. (*Id.*) As to rest periods, any instances of rest period violations would not be reflected in the records. (*Id.*) Estimating that Class Members had a 20% rest period non-compliance rate (i.e., one violation every week), Defendants' maximum exposure to the Class for unpaid rest period premiums is $513,720.00. (*Id.*)

3. Failure to Reimburse Cellphone Expenses

Plaintiffs alleged they were required to use their personal cellphones for work and received calls from their supervisors on their phones without reimbursement. (Sung Decl., ¶ 10.d.) Estimating a $5 monthly reimbursement, Defendants' maximum exposure for unreimbursed business expenses is $22,205.00. (*Id.*)

4. Regular Rate Violations

Plaintiffs alleged that Defendants failed to incorporate all non-discretionary incentive compensation, such as bonuses, into the regular rate of pay for overtime, meal period premiums, and paid sick leave. (Sung Decl., ¶ 10.e.) Based on the expert's analysis, Defendants' maximum exposure to the Class for underpaid overtime, meal period premiums, and paid sick leave is $65,354.00. (*Id.*)

5. Statutory Penalties for Wage Statement and Waiting Time Violations

Plaintiffs alleged that Defendants failed to provide compliant wage statements and pay all wages due upon separation of employment as a result of underpaid overtime and paid sick leave due to regular rate violations, unpaid wages including overtime due to off the clock work, and unpaid meal and rest period premiums. (Sung Decl., ¶ 10.e.) Statutory penalty wage statement violations is $50 for the first pay period and $100 for each subsequent pay period in which there is a violation, with a cap of $4,000 per employee. (Lab. Code § 226(e).) Based on the expert's analysis, Class Defendants' maximum exposure for wage statement penalties is $448,000.00. (Sung Decl., ¶ 10.e.)

Waiting time penalty is calculated as 30 days' wages per former employee who was not paid all wages due upon separation of employment. (Lab Code § 203.) Based on the expert's analysis for 88 formerly employed Class Members, Defendants' maximum exposure for waiting time penalties is $714,743.00. (Sung Decl., ¶ 10.e.)

6. Civil Penalties Under the PAGA

Plaintiffs seek civil penalties under the PAGA for the aforementioned wage and hour violations (unpaid wages, meal and rest period violations, wage statement violations, and failure to pay all wages upon separation) and paid sick leave violations. (Sung Decl., ¶ 10.g.) Based on Class Counsel's analysis, Class Counsel estimate potential exposure for civil penalties under the PAGA to be approximately $826,100.00 ($100 initial violation rate X 8,261 pay periods). (*Id.*)

C. ESTIMATE OF WHAT THE CLASS COULD REASONABLY EXPECT TO BE AWARDED AT TRIAL - CMO (G)(3)(a)(iii)

Plaintiffs believe that Plaintiffs can prevail at trial and be awarded the entire amount of the maximum exposure. (Sung Decl., ¶ 11.) However, having tried wage and hours cases to verdict, Class Counsel believes there is also a reasonable possibility that the Court may find in favor of Defendants and award nothing to Plaintiffs based on Defendants' defenses. (*Id.*)

As to the off-the-clock work theory, Defendants contended that they have compliant policies prohibiting employees from working off the clock, and the class records evidence that Class Members were paid approximately 39,000 overtime hours. (Sung Decl., ¶ 11.a.) Thus, Defendants maintained that their policies, practices, and class records evidence highly complaint policies and practices, Plaintiffs' off-the-clock work theory is not suited for class certification, nor can classwide liability be proven at trial, due to numerous individualized inquiries as to whether which employees worked off-the-clock, whether Defendants knew or should have known that employees were working off the clock, and whether they were instructed or permitted to work off the clock by their supervisors or managers. (*Id.*)

As to the claim for failure to provide compliant meal and rest periods, Defendants asserted that they have compliant policies in their employee handbook on the provision of meal and rest periods to Class Members. (Sung Decl., ¶ 11.b.) Defendants pointed to the fact that the class record show they paid over 10,700 meal period premiums totaling over $261,489 as evidence of highly compliant meal and rest period practices, and any non-compliant meal and rest periods resulted from lawful employee waiver or voluntary choice, rather than any systemic policy and/or practice of Defendants. (*Ibid; Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1034 (rejecting "ensure" standard.) Finally, Defendants maintained Plaintiffs' meal and rest period claims are not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal and rest periods, how many meal and rest periods were non-compliant or missed, and the reasons why a particular employee did not take a meal or rest period on a particular shift. (Sung Decl., ¶ 11.b.)

As to the failure to reimburse claims, Defendants argued that Class Members were not required to use their personal cellphones for work and any call to their personal cellphones were related to scheduling and therefore not reimbursable. (Sung Decl., ¶ 11.c.) As to the regular rate claims. Defendants argued that any incentive compensation were discretionary in nature and need not be factored into the regular rate, and that there is no private right of action for paid sick leave violations. (*Id.*)

For wage statement penalties under Labor Code § 226(e) and waiting time penalties under Labor Code § 203, Defendants contended that they would not be subject to statutory penalties based on its good-faith defenses as stated above, and these issues cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). (Sung Decl., ¶ 11.d.) Notably, Defendants relied on the California Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding under Labor Code § 226(e) for the imposition of statutory penalties. (*Id.*)

PAGA penalties are also subject to any good-faith defenses that Defendants may raise. (Sung Decl., ¶ 11.e.) Moreover, PAGA penalties are discretionary and subject to reduction by this Court. (*Id.*) Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA penalties where ". . . if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory."

Indeed, courts have affirmed the reduction of PAGA penalties in the past. As shown in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, the Court of Appeal affirmed the trial court's reduction of PAGA penalties by 90%, citing the employer's good-faith attempt at complying with the law. Defendants argued that based on their compliant policies and practices and the fact that class recovery is available, the Court will significantly reduce any award of PAGA penalties based on its good-faith compliance with the Labor Code. (Sung Decl., ¶ 11.e.)

While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to class certification and trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. (Sung Decl., ¶ 11.f.) On the off-the-clock work, failure to provide meal and rest period, failure to reimburse claims, given Defendants' defenses and its policies, the Court could deny class certification, resulting in no recovery for the Class, or classwide damages may be severely limited at trial. (*Id.*) Thus, Class Counsel believe there is at least a 65% risk factor, bringing the realistic recovery for unpaid wages due to off-the-clock work to **$144,653.78**, unpaid meal period premiums to **$582,736.35**, and unpaid rest period premiums to **$179,802.00**, and unreimbursed business expenses to **$7,771.75**. (*Id.*) For the regular rate claim, Class Counsel believe there is at least a 25% risk factor, bringing the realist recovery for underpaid overtime, meal period premiums, and paid sick leave to **$49,015.50.** (*Id*). Given the California Supreme Court's decision in *Naranjo*, there is an 80% risk factor that the Court might find Defendants' good-faith defenses preclude wage statement and waiting time penalties, bringing the realistic recovery to **$89,600.00** for wage statement penalties and **$142,948.60** for waiting time penalties. (*Id.*) Finally, if the Court were to reduce the PAGA penalties by 80% similar to *Carrington*, the PAGA penalties exposure would amount to approximately **$165,220.00**. (*Id.*)

Thus, the total realistic class damages and PAGA penalties are **$1,361,748.0**. (Sung Decl., ¶ 11.g.) The Gross Settlement Amount is **50.49%** of the maximum class and PAGA recovery and well within the reasonable range of settlement for class/PAGA actions. (*Id.*)

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D. ESTIMATE OF RECOVERY BY AVERAGE CLASS MEMBER AND AGGRIEVED EMPLOYEE IF THE SETTLEMENT WERE APPROVED - CMO (G)(3)(a)(iv)&(v)

Based on the estimated number of Class Members, which is 177 individuals, each Class Member will receive, on a raw average, approximately $1,923.30, which is the pro-rata amount per Class Member based on the estimated Net Settlement Amount of $340,424.33. (Sung Decl., ¶ 12.)

There are approximately 147 PAGA Employees working 8,550 pay periods. Agreement, 4.1. Based on Defendant CitiStaff's disclosures at mediation, it employed approximately 24 PAGA Employees who collectively worked 943 weekly pay periods. (Sung Decl., ¶ 13.) Each of the estimated 147 PAGA Employees will receive, on a raw average, an additional $25.51 for the PAGA claims. (*Id.*)

E. DISCOVERY AND OTHER FACTUAL INVESTIGATION - CMO (G)(3)(a)(vi)

As noted above, the Parties engaged in informal discovery prior to mediation, where Defendants provided Plaintiffs with data which included (1) all Class Members' time and payroll records; (2) Defendants' employee handbooks and relevant policies and procedures in effect during the Class Period; and (3) Plaintiffs' personnel records and wage statements. (Sung Decl., ¶ 14.) Class Counsel and its expert utilized the data the time and payroll records and class statistics to perform damages calculation. (*Id.*)

F. OTHER PENDING LITIGATION - CMO (G)(3)(a)(vii)&(b)

The Parties are not aware any existing class and/or PAGA actions that assert claims similar to those asserted in this action on behalf of a class or group of individuals some of whom would also be members of the Class defined in this Action. (Sung Decl. ¶ 15; Nordrehaug Decl., ¶ 12; Declaration of Kari J. Van Sinden, ¶ 2.)

G. UNCASHED CHECKS, UNPAID RESIDUE OR OTHER UNCLAIMED OR ABANDONED FUNDS - CMO (G)(3)(c)

Participating Class Members shall have 180 days from the date of issuance of the check to negotiate the check. (Agreement, § 5.2.) The funds from any checks returned as undeliverable, and any checks not negotiated within 180 days, shall be transmitted to the California State Controller's office in the name of the Class Member. (Agreement, § 5.4.) Plaintiffs believe that sending the funds to the unclaimed funds is superior to redistribution to Class Members that cashed their checks because Class Members that either had their checks lost in the mail or otherwise did not deposit their checks within 180 days will still have an opportunity to receive their settlement funds beyond the 180 days. (Sung Decl. ¶ 16.) In Class Counsel's experience, there have been occasions where Class Members have contacted Class Counsel after the expiration to claim their settlement proceeds, and because the funds were sent to the State Controller's office, the Class Members were able to receive their settlement funds. (*Id.*) Thus, Class Members' right to receive their settlement proceeds will be best protected by this process. (*Id.*)

H. SETTLEMENT ADMINISTRATOR - CMO (G)(3)(d)

The Agreement provides an amount not to exceed $7,909.00 will be paid for administration fees. (Agreement, § 3.2(c).) Plaintiffs obtained bids from two reputable class action administrators and received the lowest bid from Apex Class Action LLC. (Sung Decl. ¶ 17.) Apex Class Action LLC has extensive experience in administering employment class action settlements and submitted a bid of $7,909.00. (Declaration of Sean Hartranft ("Admin. Decl.") ¶¶ 4-7, Exhs. A, B.)

I. RELEASE BY CLASS MEMBERS IS LIMITED - CMO (G)(3)(e)

The following is a description of the Participating Class Members' Released Class Claims:

> Effective on the date when Defendants fully funds the entire Gross Settlement Amount and IFF Defendants fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments . . . [a]ll Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release IFF Defendants from the Released Class Claims.
>
> "Released Class Claims" mean all claims that were alleged, or reasonably could have been alleged, based solely upon facts stated in the Operative Complaint which occurred during the Class Period during employment in a nonexempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

(Agreement, §§ 1.39, 6, 6.7.)

The following is a description of the PAGA Employees' Released PAGA Claims:

> Effective on the date when Defendants fully funds the entire Gross Settlement Amount and IFF Defendants fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments . . . Plaintiffs, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective

> former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendants from the Released PAGA Claims.
>
> "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based solely upon on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, any PAGA Employee's claims for wages or damages, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period..

(Agreement, §§ 1.40, 6, 6.8.)

J. NOTICE TO CLASS MEMBERS, NON-CLAIMS MADE SETTLEMENT, AND NO REVERSION TO DEFENDANT - CMO (G)(3)(f)-(h)

IFF Defendants have submitted a declaration regarding the demographic information of Class Members, including age, level of education, and English literacy. (*See* Declaration of Ellen Deering Wallau, ¶¶ 3-5.) The Parties have drafted the proposed Class Notice in a manner that will be likely to be readily understood and the notice will be provided in both English and Spanish by the Administrator. (Sung Decl., ¶ 17, Exh. 3 – Class Notice.) Furthermore, Class Notice Packed will be translated into Spanish by the Administrator. (Agreement, § 8.4(b).)

No later than 15 calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Administrator an electronic database containing each Class Member's Class Data. (Agreement, § 4.2.) No later than 14 days after receiving the class data, the Administrator will mail the Class Notice Packets to all Class Members via first-class U.S. Mail using the mailing address information provided by Defendants. (Agreement, § 8.4(b).) If a Class Notice Packet is returned because of an incorrect address, the Administrator will promptly, and no longer than 7 days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. (Agreement, § 8.4(c).)

Class Members will be automatically paid from the settlement and do not need to submit claim forms to be entitled to settlement payments pursuant to the terms of the Agreement. (Agreement, § 3.1, Exh. A – Class Notice.) If a Class Member does not wish to take part in this settlement and be bound by the release, the Class Member must submit an exclusion/opt-out request. (Agreement, § 8.5, Exh. A – Class Notice and Exclusion Form.) Should any Class Member not submit an exclusion/opt-out request, the Class Member will automatically become a Participating Class Member, will receipt payment, and will be bound by all terms and conditions of the Settlement. (Agreement, § 8.5(c).) Such obligations are thoroughly identified in each Class Member's Notice. (*Id.* at Exh. A.) This is a non-reversionary settlement, as the entirety of the settlement amount will be fully paid out. (Agreement, § 3.1.)

K. COMPENSATION FOR UNPAID WAGES - CMO (G)(3)(i)&(j)

20% of each Participating Class Member's Individual Class Payment is in settlement of wage claims ("Wage Portion") and is subject to wage withholdings and shall be reported on IRS Form W-2. (Agreement, § 3.2.(e).) 80% of each Participating Class Member's Individual Class Payment is in settlement of claims for interest and penalties allegedly due to Class Members and shall not be subject to wage withholdings and shall be reported on IRS Form 1099. (*Id*.) Individual PAGA Payments distributed to PAGA Employees shall not be subject to wage withholdings and shall be reported on IRS Form 1099. (Agreement, § 3.2.(d).) The Gross Settlement Amount excludes any employer-side payroll taxes on the Wage Portion, which must be paid by Defendants. (Agreement, § 3.1.)

L. PROPOSED NOTICE, OBJECTION AND EXCLUSION FORMS - CMO (G)(3)(k)

Attached as Exhibit A to the Agreement are the Proposed Class Notice, Objection Form and Exclusion Forms. Plaintiffs prepared the forms based on previously approved forms by this Court. The Parties have drafted the Proposed Class Notice in a manner that will be likely to be readily understood and the notice will be provided in both English and Spanish by the Administrator. (Sung Decl., ¶ 17; Agreement, Exh. A.)

M. TYPICALITY AND ADEQUACY OF REPRESENTATION

1. Class Representative's Claims are Typical of the Class

The commonality requirement is met when there are questions of law and fact common to the class. *See Hanlon v. Chrysler Corp.* (1998) 150 F.3d 1011, 1019. ("The existence of shared legal issues with divergent legal factual predicates is sufficient, as is a common core of salient facts couple with disparate legal remedies within the class".) Commonality requires only that some common legal or factual questions exist; the plaintiffs need not show that all issues in the litigation are identical. *See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 473. Defendants' conduct is central to the commonality inquiry. *See City of San Jose v. Superior Court* (1974) 12 Ca1.3d 447, 460 (1974). Where the employer's conduct is uniformly directed at a class of employees, as it is here, the class wide impact of the Defendants' policies satisfies the commonality requirement. *See Stephens v. Montgomery Ward & Co., Inc.* (1987) 193 CalApp.3d 411, 421.

Plaintiffs claimed that Defendants, as a matter of its corporate policy, practice, or procedure violated the Labor Code by failing to provide all meal and rest periods due to Class Members; caused Class Members to work off the clock; failing to reimburse cellphone expenses, did not furnish accurate wage statements to Class Members; and did not pay all wages due to Class Members upon their separation of employment. (Rodriguez Decl., ¶ 3; Estrada Decl., ¶ 3; Alvarado Decl., ¶ 5.) Plaintiffs were employed by Defendants, like all of the other Class Members, and allegedly suffered the same Labor Code violations at issue, namely, unpaid wages including minimum and overtime wages, meal and rest period violations, and derivative penalties. (*Id.*) Thus, Plaintiffs' claims are typical to those of Class Members.

The Class Representatives do not have any interests adverse to the class, nor has any such issue been raised or presented. (*Id.* at ¶ 4.) The Class Representatives took all necessary steps to represent the interests of the Class, by making themselves available to answer questions, gather and provide documents, and review and execute the Agreement and his accompanying declaration. (Rodriguez Decl., ¶ 4; Estrada Decl., ¶ 4; Alvarado Decl., ¶¶ 6-12.) For such reasons, the Class Representative have adequately represented the Class Members and will continue to do so.

2. Class Counsel Have Adequately Represented the Class and Have Significant Experience with Wage and Hour Class Actions

From the inception of the case, Class Counsel have protected the interests of the Class. Class Counsel analyzed the pre-mediation production, including the time and pay records, prior to the mediation to perform a damages analysis. The mediation and settlement were obtained for the benefit of the Class, not for the individual Class Representative. Class Counsel are experienced wage and hour class action attorneys and are competent to represent the class. (Sung Decl. ¶¶ 18-24;

Nordrehaug Decl., ¶¶ 3-5.)

N. CLASS REPRESENTATIVE ENHANCEMENT AND ATTORNEYS' FEES/COSTS

1. Attorneys' Fees and Costs

The Agreement allows Plaintiffs to seek up to one-third (approximately 33 1/3%) of the Gross Settlement Amount, or $229,166.67, as payment for attorneys' fees. (Agreement, § 3.2(b).) The California Supreme Court established that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. (*Laffitte v. Robert Half Int'l* (2016) 1 Cal. 5th 480, 503.) "The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation." (*Id.* [internal citations omitted].) In *Laffitte*, the Court affirmed an award of attorneys' fee award of $6,333,333.33, based on one-third of the $19 million common fund. (*Id.* at 503.) As in *Laffitte*, the Parties have agreed to a one-third of the common fund for attorney's fees.

Further, the Parties have agreed to payment of up to $50,000 as reimbursement for Class Counsel's litigation costs. (Agreement, § 3.2(b).) Class counsel have, at their own risk, expended costs, for example, to file this instant action, service of process, payment of mediation fees, expert fees, and other litigation related costs. Class Counsel will only request the amounts actually expended up to a maximum of $50,000 and will provide their supporting declarations at the time of final approval. Based on the foregoing, the Court should preliminarily approve the attorney's fees and costs being requested by class counsel.

2. Proposed Payment to Class Representative

Plaintiffs request a service award of $15,000.00. Plaintiffs have not previously been a named plaintiff in any other class action cases. (Rodriguez Decl., ¶ 8; Estrada Decl., ¶ 8.) Plaintiffs understood that the filing of this action was a matter of public record and this was being prosecuted on a classwide basis. (Rodriguez Decl., ¶ 6; Estrada Decl., ¶ 6; Alvarad Decl., ¶ 8.) Plaintiffs further understood that a representative action would take longer in litigation than an individual action and undertook such risks. (*Id.*) Plaintiffs did not incur any expenses, but have expended a large amount of time on this matter. (Rodriguez Decl., ¶ 4; Estrada Decl., ¶ 4; Alvarado Decl., ¶ 12.)

Plaintiffs took these risks upon themselves and the whole class benefited from this. (Sung Decl., ¶ 25.) Class Members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. (*Id.*) These are significant benefits, even apart from the time the Plaintiffs have spent working on this case, that weigh in favor of granting the requested enhancement, which is also consideration for the general individual release to which Plaintiffs agree on their own behalf. *Id.*)

Courts have routinely granted approval of settlements containing such enhancements. In *League of Martin v. City of Milwaukee* (E. D. Wis. 1984) 588 F.Supp. 1004, the court held that the proposal settlement properly granted the class representatives individual relief. It is "not uncommon for Class Members . . . to receive special relief in settlement . . . [The plaintiff] . . . had been instrument in prosecuting this lawsuit since the date it was filed." (*Id.* at 1024.) In *Kyriazi v. Western Elec. Co.* (D. N. J. 1981) 527 F.Supp. 18, a named plaintiff in a Title VII class action was awarded individual relief of back-pay and interest, reinstatement, punitive damages and counsel fees. Similarly, in *Women's Committee for Equal Employment Opportunity v. NBC* (S.D.N.Y. 1977) 76 F.R.D. 173, the court approved as fair a settlement that included awards to 16 Class Representatives of virtually all the damages they sought.

V. **CONCLUSION**

For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary approval of the proposed settlement, sign the proposed Order, and approve and authorize mailing of the proposed Class Notice. Plaintiffs further request that a hearing date for the final fairness and final approval hearing be set for a date on or about January 15, 2027.

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DATED: July 10, 2026

Respectfully submitted,

JUSTICE FOR WORKERS, P.C.

By: ______________________

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DATED: July 10, 2026

By: *_/s/ Kyle Nordrehaug_*

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