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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

SALVADOR PALACIOS SR. and SALVADOR PALACIOS JR., individually and on behalf of others similarly situated, Plaintiffs, vs. CAGWIN & DORWARD; CAGWIN & DORWARD HOLDCO INC; CAGWIN & DORWARD, LLC; and DOES 1 through 25, inclusive, Defendants.	Case No. 23CV046932 (Class Action) Related Case No: 23CV055924 (PAGA Action) Judge: The Honorable Somnath Raj Chatterjee Dept.: 21 **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: September 1, 2026 Time: 2:30 p.m. Dept.: 21 **Reservation I.D.: 233697545249** Complaint Filed: October 10, 2023 Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on September 1, 2026, at 2:30 p.m. in Department 21 of the above-captioned Court located at Superior Court of the State of California, County of Alameda, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiffs Salvador Palacios Sr. and Salvador Palacios Jr. (collectively, "Plaintiffs") will and hereby do move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiffs and Defendant Cagwin & Dorward, LLC ("Defendant").

Plaintiffs request that the Court enter the Proposed Order submitted concurrently herewith:

1. Preliminarily approving the Stipulation of Settlement and Release ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Annabel Blanchard in Support of Plaintiff's' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Blanchard Decl.");

2. Certifying the Class for settlement purposes only;

3. Appointing Plaintiffs Salvador Palacios Sr. and Salvador Palacios Jr. as the Representative Plaintiffs for settlement purposes only;

4. Appointing Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for settlement purposes only;

5. Appointing Apex Class Action, LLC as the Settlement Administrator for purposes of the Settlement;

6. Approving the proposed Class Notices, attached as <u>Exhibits A and B</u> to the Settlement Agreement, to be mailed to the Class;

7. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notices;

8. For each Class Member, directing Defendant to furnish to the Settlement Administrator, within fifteen (15) calendar days after entry of the Preliminary Approval Order, the name, last known mailing address, Social Security number, and weeks worked during the Class Period and/or pay periods worked during the PAGA Period for each Class Member and PAGA Aggrieved Employee ("Class Data");

9. Approving the proposed deadlines for the settlement administration process; and

10. Setting a Final Approval Hearing.

Pursuant to California Labor Code section 2699(s)(2), on July 6, 2026, a copy of the Settlement was submitted to the California Labor and Workforce Development Agency ("LWDA") via online submission through the LWDA's website. (Blanchard Decl., ¶ 48 and Exh. 4).

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Annabel Blanchard, the Declarations of Plaintiffs Salvador Palacios Sr. and Salvador Palacios Jr., the Declaration of the Settlement Administrator (Apex Class Action, LLC), the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: August 7, 2026

BLACKSTONE LAW, APC

By: A. Blanchard
Annabel Blanchard
Attorneys for Plaintiffs Salvador Palacios Sr. and Salvador Palacios Jr.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Other Authorities

Rules

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Salvador Palacios Sr. and Salvador Palacios Jr. ("Plaintiffs") seek preliminary approval of the Stipulation of Settlement and Release ("Settlement" or "Settlement Agreement") entered into between Plaintiffs and Defendant Cagwin & Dorward, LLC ("Defendant") (together, with Plaintiffs, the "Parties"). (Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ["Blanchard Decl."], Exh. 3). The Settlement terms are outlined as follows:

- Class Size: Approximately 457 individuals (as of the Class Period March 31, 2021 through December 31, 2025).
- Gross Settlement Sum: Four Hundred and Fifty Thousand Dollars and No Cents ($450,000.00).
- Attorneys' Fees and Costs: Attorneys' fees of one-third (1/3) of the Gross Settlement Sum ($150,000.00 if the Gross Settlement Sum is $450,000.00) plus actual litigation costs and expenses not to exceed Thirty Thousand Dollars ($30,000.00), to be paid from the Gross Settlement Sum.
- Service Awards: Seven Thousand Five Hundred Dollars ($7,500.00) *each*, for a total of Fifteen Thousand Dollars ($15,000.00), to be paid from the Gross Settlement Sum.
- Settlement Administration Costs: Not to exceed Thirteen Thousand Dollars ($13,000.00), to be paid from the Gross Settlement Sum.
- PAGA Payment amount: Two Hundred Thousand Dollars ($200,000.00) from the Gross Settlement Sum, 75% ($150,000) of which will be paid to the Labor and Workforce Development Agency ("LWDA") and the remaining 25% ($50,000) to be paid to the PAGA Aggrieved Employees.
- Estimated Net Settlement Amount: Approximately Forty-Two Thousand Dollars ($42,000.00) to be distributed to Settlement Class Members.

As set forth herein, the Settlement is the product of informed discovery and arms-length negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiffs therefore respectfully request that the Court grant preliminary approval of the Settlement, conditionally certify the

Class for settlement purposes only, approve the proposed notice of class action settlement ("Class Notice"), and set a hearing date for final settlement approval, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant Cagwin & Dorward, LLC ("Defendant") is a full-service landscape contractor and maintenance company based in Petaluma, California. Plaintiff Salvador Palacios Sr. was employed by Defendant as an hourly-paid, non-exempt landscaper, driver, and crew leader from approximately March 31, 2021 to approximately May 2023. (Declaration of Plaintiff Salvador Palacios Sr. in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [Palacios Sr. Decl.], ¶ 2). Plaintiff Salvador Palacios Jr. was employed by Defendant as an hourly-paid, non-exempt landscaper from approximately December 2021 to approximately July 2022. (Declaration of Plaintiff Salvador Palacios Jr. in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ["Palacios Jr. Decl."], ¶ 2).

On September 26, 2023, Plaintiffs provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online electronic submission and to Cagwin & Dorward, Cagwin & Dorward Holdco Inc., and Defendant Cagwin & Dorward, LLC by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Notice Letter"). (Blanchard Decl., ¶ 9 and Exh. 2).

On October 10, 2023, Plaintiffs filed a Class Action Complaint for Damages in the action entitled *Salvador Palacios Sr. and Salvador Palacios Jr. v. Cagwin & Dorward; Cagwin & Dorward Holdco Inc*, *et al.*, Alameda County Superior Court Case No. 23CV046932 ("Class Action"), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 10).

On December 1, 2023, Plaintiffs filed a Complaint for Enforcement Action Under the Private Attorneys General Act in the action entitled *Salvador Palacios Sr. and Salvador Palacios Jr. v. Cagwin & Dorward, et al.,* Alameda County Superior Court Case No. 23CV055924 ("PAGA Action"). (*Id.*, ¶ 11).

On June 20, 2024, Plaintiff Salvador Palacios Sr. filed a First Amended Complaint for Enforcement Action ("PAGA Complaint") in the PAGA Action. Collectively, the operative complaints in the Class Action and PAGA Action allege violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, as well as violations of California Business & Professions Code Section 17200, et seq., and civil penalties under PAGA based on the foregoing California Labor Code violations. (*Id*., ¶ 12).

13. On June 26, 2025, Plaintiffs and Defendant participated in a formal mediation conducted by Kevin Barnes, Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters. The mediation did not result in a settlement of the Action on that day. Following mediation, the Parties engaged in further discovery practice, case investigation, and litigation activity, while also participating in further settlement discussions through the Mediator. Through those further settlement discussions, as of January 7, 2026, the Parties reached a settlement in principle to resolve the Action by mutually agreeing to the Mediator's proposal, which was followed by the Parties entering into a mutually binding written Memorandum of Understanding on January 16, 2026, to settle the entire Action, subject to Court approval. (*Id*., ¶ 13).

14. On or about May 19, 2026, the Parties executed the Stipulation of Settlement and Release ("Settlement" or "Settlement Agreement"). (*Id*., ¶ 14 and Exh. 3).

III. THE SETTLEMENT TERMS

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all persons who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period and are not subject to an arbitration agreement in connection with their employment with Defendant" ("Class" or "Class Member(s)"). (Blanchard Decl., ¶ 15; Settlement Agreement, § I.C). The Class Period is defined as the period from March 31, 2021, through December 31, 2025. (Blanchard Decl., ¶ 15; Settlement Agreement, § I.H). Based on information provided by Defendant, there are a total of four hundred fifty-seven (457) Class Members, who worked a total of approximately 9,811 non-arbitration workweeks during the Class Period. (Blanchard Decl., ¶ 15).

B. Amount of Settlement

The Parties have agreed to settle the class and PAGA claims at issue in the operative complaints for a non-reversionary Gross Settlement Sum of Four Hundred and Fifty Thousand Dollars and No Cents ($450,000.00), exclusive of employer-side payroll taxes. (Blanchard Decl., ¶ 16; Settlement Agreement, § I.P).

C. Allocation and Funding of the Gross Settlement Sum

The Gross Settlement Sum is a common fund and therefore includes all requested costs, fees, and other allocations. (Blanchard Decl., ¶ 16; Settlement Agreement, § V.A.1). The Gross Settlement Sum includes: (1) Class Counsel's fees in an amount not to exceed one-third (1/3) of the Gross Settlement Sum (i.e., $150,000.00 if the Gross Settlement Sum is $450,000); (2) Class Counsel's actual litigation costs and expenses, not to exceed Thirty Thousand Dollars ($30,000.00); (3) Settlement Administration Costs, not to exceed Thirteen Thousand Dollars ($13,000.00); (4) Service Awards to Plaintiffs in an amount not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) each, for a total of Fifteen Thousand Dollars ($15,000.00); and (5) a PAGA Payment in the amount of Two Hundred Thousand Dollars ($200,000.00). (Blanchard Decl., ¶ 16; Settlement Agreement, §§ V.D, V.F, V.G, V.H). After the above-estimated deductions from the Gross Settlement Sum, the Net Settlement Sum available for Class Members is currently estimated to be approximately Forty-Two Thousand Dollars ($42,000.00). (Blanchard Decl., ¶ 16). Additionally, twenty-five percent (25%) of the PAGA Payment ("PAGA Employee Amount"), which is Fifty Thousand Dollars ($50,000.00) out of Two Hundred Thousand Dollars ($200,000.00), will be fully distributed to "all persons who currently or formerly worked for Defendant as a non-exempt, hourly-paid employee in California during the PAGA Period" ("PAGA Aggrieved Employee(s)"). (Blanchard Decl., ¶ 16; Settlement Agreement, §§ I.S, I.W, V.D). The "PAGA Period" is defined as the period from September 26, 2022 through and including December 31, 2025. (Blanchard Decl., ¶ 16; Settlement Agreement, § I.X).

The Net Settlement Sum will be distributed and paid to all Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Member(s)") on a pro rata basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks"). (Blanchard Decl., ¶ 17; Settlement Agreement, §§ I.GG, I.HH). The pro rata share of the Net Settlement Sum that a Settlement Class

Member may be eligible to receive under the Class Settlement ("Settlement Payment") will be calculated by the Settlement Administrator, Apex Class Action, LLC, in accordance with the Distribution Formula set forth in the Settlement Agreement. (Blanchard Decl., ¶ 17; Settlement Agreement, §§ I.JJ, I.L).

The PAGA Employee Amount will be distributed and paid to all PAGA Aggrieved Employees on a pro rata basis based on the number of pay periods each PAGA Aggrieved Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). (Blanchard Decl., ¶ 18; Settlement Agreement, §§ I.S, I.X). The pro rata share of the PAGA Employee Amount that a PAGA Aggrieved Employee may be eligible to receive ("PAGA Individual Payment") will be calculated by the Settlement Administrator in accordance with the Distribution Formula set forth in the Settlement Agreement. (Blanchard Decl., ¶ 18; Settlement Agreement, §§ I.T, I.L).

Each Settlement Payment will be allocated as twenty-five percent (25%) wages, ten percent (10%) interest, and sixty-five percent (65%) penalties and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2, and the portions allocated to interest and penalties will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Blanchard Decl., ¶ 19). The Settlement Administrator will withhold the employee's share of applicable taxes and withholdings with respect to the wage portion of the Settlement Payments, and issue checks to Settlement Class Members for their net Settlement Payment. (Blanchard Decl., ¶ 19; Settlement Agreement, § V.H). The employer's share of payroll taxes and contributions in connection with the wage portion of Settlement Payments will be paid by Defendant separately and in addition to the Gross Settlement Sum. (Blanchard Decl., ¶ 19; Settlement Agreement, § V.A.2). Each PAGA Individual Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Blanchard Decl., ¶ 19).

The Settlement is a non-reversionary and non-claims-made settlement. (Blanchard Decl., ¶ 20; Settlement Agreement, § V.A). The Net Settlement Sum will be fully distributed to Settlement Class Members and the PAGA Payment will be fully distributed seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to PAGA Aggrieved Employees, in accordance with the Settlement Agreement. (Blanchard Decl., ¶ 20; Settlement Agreement, §§ V.B, V.D). No money will revert to

Defendant. (Blanchard Decl., ¶ 20; Settlement Agreement, § V.A).

Each Settlement Payment and PAGA Individual Payment check will be valid and negotiable for one hundred and twenty (120) calendar days from the date the checks are issued and thereafter shall be deemed null and void. (Blanchard Decl., ¶ 21; Settlement Agreement, § V.L). Any funds associated with such uncashed checks will be paid to a Court-approved cy pres beneficiary. Class Counsel will petition the Court to approve California Court Appointed Special Advocates ("CASA") as an appropriate cy pres beneficiary under this Settlement. (Blanchard Decl., ¶ 21; Settlement Agreement, § V.L).

D. Released Claims

Upon the Effective Date and Defendant funding the Gross Settlement Sum, Plaintiffs fully, finally, and forever release, relinquish, settle, and discharge all Settled Class Claims against the Released Parties, all PAGA Released Claims against the Released Parties, all Generally Released Claims against the Released Parties, and all Unknown Claims against the Released Parties. (Settlement Agreement, § III.1).

Upon the Effective Date and Defendant funding the Gross Settlement Sum, all Settlement Class Members fully, finally, and forever release, relinquish, settle and discharge all Settled Class Claims against the Released Parties. (Settlement Agreement, § III.2).

Upon the Effective Date and Defendant funding the Gross Settlement Sum, Plaintiffs, the State of California, and the Labor & Workforce Development Agency, with respect to themselves and on behalf of all PAGA Aggrieved Employees, fully, finally, and forever release, relinquish, settle, and discharge all PAGA Released Claims against the Released Parties. (Settlement Agreement, § III.3).

"Settled Class Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Settlement Class Members during the Class Period that: 1) are alleged, were alleged, or could have been alleged in the complaint in the Class Action (including any previously filed complaint in the Class Action); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the complaint in the Class Action, whether under federal, state, or common law, including, violations of the California Labor Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act. (Settlement Agreement, § I.EE).

"PAGA Released Claims" means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during the PAGA Period that: 1) are alleged or were alleged, or could have been alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the PAGA Notice Letter (including any previously submitted administrative exhaustion/notice letter), including, violations of the California Labor Code. (Settlement Agreement, § I.Y).

"Released Parties" means Defendant Cagwin & Dorward, LLC and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, members, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney. (Settlement Agreement, § I.CC).

"Unknown Claims" means a person's released claims which such person does not know or suspect to exist in that person's favor at the time of Settlement, including such claims which, if known by such person, might have affected such person's decision to enter into the Settlement and agree to accept the releases therein. (Settlement Agreement, § I.KK).

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996)). "In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement, and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (Ibid).

The initial evaluation of the settlement at the preliminary approval step "is not a fairness hearing." (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of possible approval and, as a result, "whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing." A presumption of fairness exists where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006)).

Preliminary approval does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to object or exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

V. THE SETTLEMENT IS PRESUMED FAIR

A. The Settlement Was Reached as a Result of Arm's-Length Bargaining

California courts recognize that a presumption of fairness exists where a settlement is reached through arm's-length bargaining. Here, the Parties' settlement negotiations were at all times conducted at arm's length and in an adversarial manner. (Blanchard Decl., ¶ 22). The Settlement was reached following a full day of mediation and thereafter through continued arms-length negotiations facilitated by the Mediator. (Ibid.).

B. Sufficient Investigation and Discovery by Experienced Class Counsel

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. Prior to mediation, Defendant produced a random sampling of putative class members' time and pay records, as well as Defendant's employee handbook and relevant wage and hour policies, an exemplar of Defendant's arbitration agreement, and information regarding the total number of putative class members, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (Blanchard Decl., ¶ 23).

This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Blanchard Decl., ¶ 24). Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate and assess the relative strengths and weakness of their respective positions. (Id., ¶ 25). At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid.). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Blanchard Decl., ¶¶ 2–8). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions and Recovery Risks

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable. (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court must consider "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, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement.

1. Class Counsel's Analysis of the Maximum Available Liability and Damages

Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately $1,956,452.17, assuming the litigation was successful at trial on all claims at issue and that every employee experienced a violation for each claim on every applicable shift or pay period worked. (Blanchard Decl., ¶ 26). This estimate is based off an estimated maximum liability for all class claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all class members across the entire putative class period, which included the following component claims: $57,792.31 for meal period violations (net of meal period premiums already paid); $978,285.06for rest period violations at a 100% violation rate, based on what Plaintiffs contended was Defendant's facially unlawful written policy requiring employees to remain on the worksite during rest periods; $215,324.19 for unpaid off-the-clock work, conservatively estimated at one (1) hour per workweek; $4,562.30 for unpaid overtime wages based on Defendant's failure to correctly calculate the regular rate of pay; $73,003.17 for unreimbursed necessary business expenses, estimated at $30 per month per employee; $360,929.14 for waiting time penalties; and $266,556.00 for wage statement penalties. (Ibid.).

2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments

While Plaintiffs believe that Defendant faced significant exposure, substantial barriers to a recovery existed. Defendant denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the Action and further denies that class certification is appropriate for any purpose other than the Settlement. (Blanchard Decl., ¶ 29). Defendant contended that Plaintiffs' claims are not suitable for class certification because individual issues would predominate should this case go to trial. As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification. (Ibid). While Plaintiffs and Class Counsel disagree with Defendant's predictions, they also recognize that there is a significant risk that the Court may deny class certification. (Ibid).

For example, plaintiff meal period claims have been increasingly difficult to certify in recent years. Plaintiffs' theory of liability for meal period violations was based on allegations that Defendant failed to ensure that timely, uninterrupted meal periods of the requisite length were taken, and that Defendant's practices required Class Members to remain on the premises during meal periods, thereby precluding compliant off-duty meal breaks. (Blanchard Decl., ¶ 30). Defendant contended that its policies and practices at all times during the Class Period were lawful and also disputed Plaintiffs' factual contentions concerning the policy and alleged on-premises requirement. (Ibid.). Indeed, Plaintiffs' analysis of approximately 63,815 individual shifts revealed a unique meal period violation rate of only 7.3% of shifts over five hours in length, which Defendant argued would require individualized inquiry and thereby preclude class certification. (Ibid.). Class Counsel also had to consider the risk that the Court would find validity in the individualized proof defense to certification of the meal period claim. (Ibid).

A substantial portion of what Plaintiffs contended was Defendant's overall liability exposure arises from Plaintiffs' rest period allegations. Defendant produced multiple written policies which explicitly state that employees "must remain on the facility premises or at the job site" during rest periods, a facially unlawful policy under California law, which prohibits employers from imposing any restraints on employees during rest periods. (Blanchard Decl., ¶ 31). Notwithstanding this facially noncompliant written policy, Defendant disputed Plaintiffs' rest period allegations on both factual and legal grounds, provided various documents and counter-authorities supporting Defendant's contentions, , and overall contended that Defendant provided compliant rest breaks, and relieved Class Members of all duties as required under California law. (Ibid). In addition to both sides' competing contentions and arguments, this claim was also subject to heightened uncertainty from Plaintiffs' perspective due to the inherent difficulties in proving rest period violations, as Defendant was not required to, and did not, record rest breaks. Defendant did not allege it paid a single rest period premium during the entire Class Period. (Ibid). Given the absence of records documenting rest period violations, Class Counsel recognized legitimate concerns that, notwithstanding the alleged facially unlawful policy, Plaintiffs could face challenges certifying these claims or proving substantial damages with the requisite certainty, which rendered the estimated value of this claim subject to substantial challenge. (Ibid).

Plaintiffs also faced challenges certifying and proving liability for their minimum wage and overtime claims. These claims were largely based on off-the-clock work allegedly regularly performed by Class Members both before and after their scheduled shifts. (Blanchard Decl., ¶ 32). For example, employees interviewed stated that they were often contacted off-the-clock, frequently at night, by their supervisors and managers to discuss what work had been completed that day and the work plans for the following day. Employees also stated they would often arrive up to 30 minutes early to perform work-related tasks such as moving trucks, loading tools, and attending a daily scheduled exercise session and would stay up to 30 minutes late to clean up work sites and return vehicles and tools to Defendant's company location. (Ibid). However, the individualized nature of the degree to which the asserted off-the-clock work was occurring, why such work was performed, and the individualized nature of any resulting damages presented substantial concerns regarding the manageability of the case and created a risk that the Court could find these issues precluded class certification. The estimated damages for this claim were based on a conservative assumption that all Class Members worked off-the-clock for at least one (1) hour per workweek. (Ibid).

Plaintiffs also contended that Defendant failed to reimburse Class Members for necessary business-related expenses. Specifically, Plaintiffs alleged that Defendant failed to reimburse employees for necessary tools such as scissors, gloves, protective glasses, ear plugs, work boots, and hats; mileage for personal vehicles; and use of personal cell phones for work-related purposes. (Blanchard Decl., ¶ 33). Defendant contended that it had a policy and practice of reimbursing employees for necessary business-related expenses and further contended that, with respect to expenses for which Class Members never requested reimbursement, it did not know and had no reason to know that such expenses had been incurred. (Ibid). Defendant further argued that the individualized reasons why a Class Member undertook certain expenses and failed to seek reimbursement would also raise individualized issues incompatible with class certification. (Ibid).

There are also substantial risks associated with Plaintiffs' waiting time penalties and wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if certification was denied on those underlying claims, these derivative claims for penalties would also likely fail. (Blanchard Decl., ¶ 34). Further, even if Plaintiffs prevailed on their underlying claims, they would still be required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful* violations. (Ibid.). Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. (Ibid). Accordingly, these derivative claims, which comprised a substantial portion of Defendant's estimated liability, were therefore uncertain. (Ibid).

Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the amount of wages allegedly due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. (Blanchard Decl., ¶ 35). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain the cooperation of its employees. (Ibid). Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

Class Counsel also separately contemplated the risks of proceeding with the PAGA claims and potential liability Defendant could face from these claims as part of the global resolution. (Blanchard Decl., ¶ 36). Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying wage claims. (Ibid).

Accordingly, after considering this multitude of factors, Class Counsel concluded that it was in the best interests of the State of California and the PAGA Aggrieved Employees to enter into the Settlement and to allocate Two Hundred Thousand Dollars ($200,000.00) of the Gross Settlement Sum towards the PAGA claims, which represents approximately forty-four percent (44%) of the Gross Settlement Sum of $450,000.00. (Blanchard Decl., ¶ 37). This allocation is well above the range of PAGA settlements regularly approved by courts in hybrid class and PAGA actions. Typically, such cases allocate only 1% of the gross settlement value to resolve PAGA claims, and settlements allocating as little as 0.22% of the Gross Settlement Sum have been approved as reasonable. (Ibid). However, given the relative size of the PAGA Aggrieved Employee group (1,032 people total), which did not exclude employees who had signed arbitration agreements, the Parties agreed that a larger than usual percentage of the Settlement should be allocated to the PAGA Action. Moreover, the overall relief obtained by this Settlement is significant not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA to promote enforcement of California's labor laws, provide funds to the State, and deter future non-compliance by Defendant. (Ibid).

Taking into account all of the risks described above that could potentially affect Plaintiffs' ability to first obtain class certification and then prove the underlying violations, the Court's broad discretion in reducing civil penalties, and the costs and delays inherent in recovering the alleged potential damages, Class Counsel applied a series of risk-based discounts to Defendant's estimated maximum liability. First, Class Counsel discounted the total estimated class damages and penalties (excluding PAGA penalties) of approximately $1,956,452.17 by seventy-five percent (75%) to account for the challenges of obtaining class certification, reducing that figure to approximately $489,113.04. (Blanchard Decl., ¶ 38). The merits-based defense and risk factors including the low meal period violation rate, the absence of off-the-clock records, the difficulty of establishing willfulness for derivative penalty claims, and the risk of arbitration enforcement as to 457 Class Members further reduced that estimated liability by an additional sixty-five percent (65%), resulting in an adjusted estimated class liability of approximately $171,189.56. (Ibid).

Regarding the PAGA claims, Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that it made a good faith attempt to comply with its legal obligations warranting a reduction in penalties. (Ibid). Class Counsel also anticipated that Defendant would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, we were also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by financing state activities and educating and deterring non-compliance. (Blanchard Decl., ¶ 39). First, Class Counsel discounted the total estimated PAGA penalties of approximately $6,579,800 by eighty percent (80%) to account for the risk the Court may find the claims unmanageable, reducing that figure to approximately $1,315,960. The merits-based defense and risk factors including the low meal period violation rate and the absence of off-the-clock records further reduced that estimated liability by an additional seventy-five percent (75%), resulting in an adjusted estimated PAGA penalty exposure of approximately $328,990. (Ibid.)

When considered in light of the total estimated exposure of $500,179.56 (including adjusted PAGA penalties of $328,990.00), the Gross Settlement Sum of $450,000.00 represents a substantial and successful recovery that accounts for the significant litigation risks involved, and in Class Counsel's informed judgment represents a fair, adequate, and reasonable settlement for the Settlement Class Members and PAGA Aggrieved Employees. (Ibid).

Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is well within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation. (Blanchard Decl., ¶ 41).

VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

Code of Civil Procedure Section 382 provides that three basic requirements must be met in order to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action is superior to other methods. Plaintiffs contend that the Action, which is based upon Defendant's wage and hour policies and practices, satisfies the class certification requirements under California Code of Civil Procedure section 382. Defendant denies Plaintiffs' allegations both with respect to liability and certification as a litigated matter, but for settlement purposes only, the Parties have stipulated that the requisites for establishing class certification for settlement purposes have been met. (Settlement Agreement, § IV.B).

A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is Impracticable

Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class members. In this case, all three considerations strongly favor class certification. Here, the Class is defined as "all persons who currently or formerly worked for Defendant as a non-exempt, hourly paid employee in California during the Class Period and are not subject to an arbitration agreement in connection with their employment with Defendant," which is defined as the period from March 31, 2021, through and including December 31, 2025. (Blanchard Decl., ¶ 15; Settlement Agreement, § I.C). This provides a clear and definite scope for the proposed class.

Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity requirement. Here, the estimated Class size of four hundred and fifty-seven (457) individuals meets the numerosity requirement. (Blanchard Decl., ¶ 15).

Finally, the question of whether class members are ascertainable turns on whether a plaintiff can establish the existence of an identifiable class. The existence of an ascertainable class in this case can be established through Defendant's payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and the Court to determine the parameters of the Class.

B. The Class Shares a Well-Defined Community of Interest

The community of interest requirement embodies three factors: (1) predominant questions of law and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements are easily satisfied for purposes of settlement.

The commonality criterion requires the existence of common question of law or fact and is generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706). What is required is that a common question of fact or law exists which predominates over issues unique to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising from employment—is not a bar to class certification as long as they do not render class litigation unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

Here, Plaintiffs' claims present common issues of law and fact that predominate and warrant class certification. Plaintiffs allege that Defendant denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and overtime wages, and other related claims. Plaintiffs allege that Defendant's policies and practices were uniform as to all Class Members. Thus, class treatment is appropriate.

To satisfy the typicality requirement, California law does not require that plaintiffs' claims be identical to the other class members. Rather, the test of typicality for a class representative is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiff, and whether other class members have been injured by the same course of conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement for a class representative refers to the nature of the claim or defense of the representative, and not to the specific facts from which it arose or the relief sought. (*See* Ibid).

Here, Plaintiffs allege that their claims are similar to that of the other Class Members and that Plaintiffs' claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members. Because Plaintiffs' claims are based upon the same alleged conduct and business practices as those of Class Members, the typicality requirement has been satisfied.

Finally, the question of adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class. Here, these considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-action litigation. (Blanchard Decl., ¶¶ 2–8). Plaintiffs will vigorously, adequately, and fairly represent the interests of the Class. At all times throughout the course of this litigation, Plaintiffs have considered the interests of the Class and put them before their own personal interests. (Palacios Sr. Decl., ¶ 10; Palacios Jr. Decl., ¶ 10). Because Plaintiffs' claims are typical of other Class Members and are not based on unique circumstances, there is no antagonism between the interests of Plaintiffs and the Class.

C. A Class Action is Superior to a Multiplicity of Litigation

Under the circumstances, proceeding as a class action is a superior means of resolving this dispute, as the Class Members and the Court will derive substantial benefits. Class certification would serve as the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429, 434 (2000) (relevant considerations include the probability that each class member will come forward to prove his or her separate claim and whether the class approach would actually serve to deter and redress the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are superior to individual litigation.

VII. THE REQUESTED SERVICE AWARD IS REASONABLE

Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation "for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz* *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of class action settlement agreements containing Service Awards for the class representatives, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of $15,000 to be "fair and reasonable")).

Plaintiffs initiated this litigation on behalf of their former co-workers who will now be entitled to receive payment from the Settlement. Plaintiffs invested substantial time and effort into this litigation. Each of the Plaintiffs regularly conferred with their attorneys regarding the case, searched for and provided documents concerning their employment with Defendant, answered questions their attorneys had about the documents, provided information regarding the company's practices and the duties of other hourly-paid and/or non-exempt employees, and helped their attorneys develop a strategy as to what additional documents and information they could seek to obtain from Defendant. (Palacios Sr. Decl., ¶¶ 3–5; Palacios Jr. Decl., ¶¶ 3–5). Salvador Palacios Sr. spent approximately 50–55 hours participating in this case. (Palacios Sr. Decl., ¶ 9). Salvador Palacios Jr. spent approximately 40–45 hours participating in this case. (Palacios Jr. Decl., ¶ 9). Further, the requested amount for each Plaintiff is also reasonable given the time and effort devoted and the substantial benefit conferred upon other Class Members. For these reasons, Plaintiffs each request that a Service Award of Seven Thousand Five Hundred Dollars ($7,500.00) per Representative Plaintiff, for a total of Fifteen Thousand Dollars ($15,000.00), be preliminarily approved by the Court. (Blanchard Decl., ¶ 42; Palacios Sr. Decl., ¶ 12; Palacios Jr. Decl., ¶ 12).

VIII. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions are "not to be disturbed on appeal absent a manifest abuse of discretion." (*Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id*. at 47). In cases where class members present claims resulting in a common fund and the defendant agrees to a percentage of the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 32).

Here, the requested attorneys' fees are commensurate with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Sum (i.e., $150,000.00 if the Gross Settlement Sum is $450,000.00), and actual litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars ($30,000.00), both of which will be paid out of the Gross Settlement Sum, subject to Court approval. (Blanchard Decl., ¶ 43; Settlement Agreement, § V.F). The requested fee is disclosed to Class Members in the Class Notice. Defendant agrees not to oppose Class Counsel's request for an award of fees and costs as provided herein. (Settlement Agreement, § V.F). The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Class Counsel's request for the reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars ($30,000.00). (Blanchard Decl., ¶ 45). To the extent any amount of the Gross Settlement Sum is requested for payment of attorneys' fees and costs, and such requested amount is not awarded by the Court, then such amount not awarded shall become part of the Net Settlement Sum and allocated pro rata to the PAGA Payment and Settlement Class Members. (Settlement Agreement, § V.B).

IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS MEETS DUE PROCESS REQUIREMENTS

The Parties have agreed to retain Apex Class Action, LLC ("Apex" or "Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Apex to handle these procedures and to serve as the Settlement Administrator. (Settlement Agreement, § I.FF; Blanchard Decl., ¶ 46). Defendant will provide Apex with the Class Data, and Apex will calculate each Settlement Class Member's estimated Settlement Payment and each PAGA Aggrieved Employee's estimated PAGA Individual Payment. Apex will also receive and process Requests for Exclusion, Objections, and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wages portion of the Settlement Payments; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement Agreement, including mailing Settlement Payment checks to Settlement Class Members and PAGA Individual Payment checks to PAGA Aggrieved Employees; and will perform any other usual and customary duties associated with administering a class action settlement. (Blanchard Decl., ¶ 46).

Within fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with the name, last known address, and Social Security number of each Class Member and PAGA Aggrieved Employee, along with their respective weeks worked during the Class Period and/or pay periods worked during the PAGA Period. (Settlement Agreement, § IV.E.1). Within fifteen (15) calendar days after transfer of the Class Data to the Settlement Administrator, the Settlement Administrator will send the Class Notices to Class Members, by first-class mail, at their last known address. Prior to mailing, the Settlement Administrator shall process the addresses in the Class Data through the United States Postal Service's National Change of Address database to determine the most current address of all Class Members. (Settlement Agreement, § IV.E.2). As set forth in the Settlement Agreement, there are two forms of the Class Notices – Exhibits A and B. For Class Members who are not also PAGA Aggrieved Employees, the proposed form of the Class Notice is attached as Exhibit A to the Settlement Agreement. For Class Members who are also PAGA Aggrieved Employees, the proposed form of the Class Notice is attached as Exhibit B to the Settlement Agreement. (*See* Settlement Agreement, § I. F, Exs. A and B).

Class Notices that are returned by the postmaster as undeliverable shall be re-mailed by the Settlement Administrator within five (5) calendar days of receipt. If a forwarding address appears on the return envelope of any returned Class Notice, then the Settlement Administrator shall re-mail the Class Notice to that forwarding address. If no forwarding address appears on the return envelope, then, where possible, the Settlement Administrator shall perform a skip trace using identifying information provided by Defendant and re-mail the Class Notice to the Class Member's address identified by the skip trace if an address is identified. The Settlement Administrator shall have no responsibility to re-mail a Class Notice more than once, unless otherwise ordered by the Court. (Settlement Agreement, § IV.E.3). Class Members to whom the Class Notice has been re-mailed must take any action required under this Settlement before the expiration of deadlines set forth in the Class Notice, unless otherwise ordered by the Court. Class Members' time period for opting out of/excluding oneself from the Settlement, or filing an objection or dispute, shall not be extended for a Class Member to whom a Class Notice has been re-mailed, unless otherwise ordered by the Court. (Ibid).

Class Members may choose to exclude themselves/opt out of this Settlement. To do so, Class Members must, within sixty (60) calendar days after the Settlement Administrator first mails the Class Notice, mail to the Settlement Administrator a written request to exclude themselves/opt out of the Settlement which unambiguously requests to be excluded from the Settlement, including the request for exclusion being signed by the Class Member, and including his/her name, address, and last four digits of his/her Social Security number. (Settlement Agreement, § IV.F.2).

Any Class Member who does not validly exclude himself or herself from the Settlement may object to the Settlement or dispute the workweek or other data used to calculate a Class Member's individual Settlement Payment. Objections and disputes must be submitted within sixty (60) calendar days from the postmark date of when the Class Notice is initially sent and must be signed by the Class Member and provide the information specified to be provided, as indicated in the Class Notice. (Settlement Agreement, § IV.F.3). If a Class Member wishes to challenge his or her individualized information pertaining to his or her Settlement Payment as set forth in the Class Notice, that Class Member must submit a written, signed dispute along with any supporting documents or other supporting information to the Settlement Administrator within sixty (60) calendar days of the postmark date in which the Class Notice was mailed to the Class Member. (Settlement Agreement, § IV.I).

Class Members may choose to exclude themselves/opt out of this Settlement by mailing to the Settlement Administrator a written request to exclude themselves/opt out of the Settlement, which unambiguously requests to be excluded from the Settlement, signed by the Class Member, and including his/her name, address, and last four digits of his/her Social Security number, postmarked within sixty (60) calendar days after the Settlement Administrator first mails the Class Notice. (Settlement Agreement, § IV.F.2). Provided, however, with respect to the PAGA portion of the Settlement, including the release of PAGA Released Claims, a Class Member that opts out of the Settlement will be bound by the Settlement as it pertains to the PAGA portion of the Settlement. PAGA Aggrieved Employees (including such employees who are also Class Members) may not opt out of the settlement of the PAGA Action. (Ibid).

A Class Member who objects to the Settlement or disputes the workweek or other data used to calculate a Class Member's individual Settlement Payment, may enter an appearance in propria persona, or through his/her own attorney. If the Court approves the Settlement, irrespective of a Class Member's objection or dispute, the Class Member will receive a Settlement Payment and will be bound by the Settlement in all respects, including the release of claims provided therein. (Ibid). If a Class Member submits an objection or a dispute, and a request to exclude/opt out, the exclusion/opt-out request will be voided and of no force or effect and the objection and/or dispute will be treated as submitted as though without a request to exclude/opt out, unless otherwise ordered by the Court. (Settlement Agreement, § IV.F.4).

X. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

Respectfully submitted,

Dated: August 7, 2026

BLACKSTONE LAW, APC

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