

1 **BIBIYAN LAW GROUP, P.C.**

Vedang J. Patel (SBN 328647)

2 *vedang@tomorrowlaw.com*

1460 Westwood Boulevard

3 Los Angeles, California 90024

4 Tel: (310) 438-5555; Fax: (310) 300-1705

5 Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated
and aggrieved

6 *(Additional Counsel on the next page)*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SANTA CRUZ**

11 JUANA MATIAS, CARMEN CHAVEZ
FERNANDEZ, YOLANDA MEMBRENO
12 DE AYALA, MARIA RODRIGUEZ DE
PAZ, HANNAH KNOERZER, HERIBERTO
13 CHAVEZ RODRIGUEZ, GRACIELA
LOPEZ, individually, and on behalf of other
14 members of the general public similarly
situated, and as aggrieved employees
15 pursuant to the Private Attorneys General Act
16 (“PAGA”),

17 Plaintiffs,

18 v.

19 HOSPITALITY STAFFING SOLUTIONS,
20 LLC, a Delaware limited liability company;
KELLERMEYER BERGENSONS
21 SERVICES, LLC, a Delaware limited
liability company; and DOES 1 through 10,
22 inclusive,

23
24 Defendants.
25
26
27
28

CASE NO.: 23CV00490

[Assigned for all purposes to Hon. Timothy
Schmal in Dept. 10]

**PLAINTIFFS’ NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY;
DECLARATIONS IN SUPPORT
THEREOF**

HEARING INFORMATION:

DATE: May 5, 2026

TIME: 8:30 a.m.

DEPT: 10

1 Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
2 Daniel S. Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
3 Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
4 **CAPSTONE LAW APC**
5 1875 Century Park East, Suite 1000
Los Angeles, California 90067
6 Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 **JAMES HAWKINS APLC**
9 James R. Hawkins, Esq. (#192925)
9880 Research Drive, Suite 200
10 Irvine, CA 92618
11 Tel.: (949) 387-7200
Fax: (949) 387-6676
12 Email: James@jameshawkinsaplc.com

13 **HAINES LAW GROUP, APC**
14 Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
15 2155 Campus Drive, Suite 180
El Segundo, California 90245
16 Tel: (424) 292-2350
Fax: (424) 292-2355
17

18 Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated
19 and aggrieved
20
21
22
23
24
25
26
27
28

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on May 5, 2026 at 8:30 a.m., or as soon as they may be
3 heard in Department 10 of the Superior Court of the State of California for the County of Santa
4 Cruz, plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda Membreno de Ayala, Hannah
5 H. Knoerzer, Heriberto Chavez Rodriguez, Maria Rodriguez de Paz and Graciela Lopez
6 (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated and aggrieved,
7 will and hereby do move for this Court for entry of an Order:

8 1. Preliminarily certifying, for the purpose of settlement only, the settlement class (“Class,”
9 “Settlement Class Members” or “Class Members”), comprised of: (1) “HSS Class Members,”
10 defined as all current and former non-exempt, hourly paid employees who worked for Hospitality
11 Staffing Solutions, LLC (“HSS”), in California at any time during the period from November 9,
12 2021 through December 26, 2024 (“HSS Class Period”); and (2) “KBS Class Members,” defined as
13 all current and former non-exempt, hourly paid employees who worked for Kellermeier Bergensons
14 Services, LLC (“KBS”), in California at any time during the period from January 20, 2022 through
15 December 26, 2024 (“KBS Class Period”). The HSS Class Period and the KBS Class Period are
16 hereinafter collectively referred to as the “Class Period.”

17 2. Preliminarily approving Plaintiffs as Class Representatives.

18 3. Preliminarily approving, Capstone Law APC, Bibiyan Law Group, P.C., James Hawkins
19 APLC, and Haines Law Group, APC, as Class Counsel.

20 4. Preliminarily approving the settlement claims under the terms set forth in the Settlement
21 Agreement.

22 5. Preliminarily approving payment of the Gross Settlement Amount of \$9,750,000.00, which
23 is subject to escalation pursuant to the Settlement Agreement.

24 6. Approving the form and content of the Class Notice submitted herewith.

25 7. Appointing CPT Group, Inc. (“CPT”), to administer the Settlement, including distribution
26 of the Class Notice, as set forth in the Settlement Agreement.

27 8. Preliminarily approving the payment of not to exceed \$75,000.00 for settlement
28 administration to CPT from the Gross Settlement Amount.

1 9. Preliminarily approving a service award of up to \$10,000.00 each to plaintiffs Juana
2 Matias, Carmen Chavez Fernandez, Yolanda Membreno de Ayala, Hannah H. Knoerzer, Heriberto
3 Chavez Rodriguez, Maria Rodriguez de Paz, and Graciela Lopez, for a total of \$70,000.00 to
4 Plaintiffs, in consideration for Plaintiffs’ extensive efforts in prosecuting this case.

5 10. Preliminarily approving payment of reasonable attorneys’ fees to Class Counsel in the
6 amount of one third (1/3) of the Gross Settlement Amount which, unless escalated pursuant to the
7 Settlement Agreement, amounts to \$3,250,000.00.

8 11. Preliminarily approving reimbursement of Class Counsel’s costs in an amount, according
9 to proof, not to exceed \$55,000.00.

10 12. Preliminarily approving PAGA Penalties in the amount of \$200,000.00, seventy-five
11 percent (75%) or \$150,000.00 of which will be paid to the Labor and Workforce Development
12 Agency (“LWDA”) out of the Gross Settlement Amount, and twenty-five percent (25%) or
13 \$50,000.00 of which will be distributed as Individual PAGA Payments to: (1) “HSS Aggrieved
14 Employees,” defined as all current and former non-exempt, hourly paid employees who worked for
15 HSS in California at any time during the period from November 9, 2021 through December 26, 2024
16 (“HSS PAGA Period”); and (2) “KBS Aggrieved Employee,” defined as all current and former non-
17 exempt, hourly paid employees who worked for KBS in California at any time during the period
18 from January 20, 2022 through December 26, 2024 (“KBS PAGA Period”). The HSS PAGA Period
19 and the KBS PAGA Period are hereinafter collectively referred to as the “PAGA Period.”

20 13. Entering an Order preliminarily approving the Settlement consistent with the terms of the
21 Settlement Agreement.

22 Good cause exists for granting this Motion in that the proposed settlement is fair, reasonable
23 and adequate.

24 ///

25 ///

26 ///

27 ///

28 ///

1 This Motion will be based on this Notice of Motion, the Memorandum of Points and
2 Authorities filed herewith, the declarations filed in support, exhibits attached thereto, arguments of
3 counsel, and upon such other materials contained in the file and pleadings of this action.

4
5 Dated: March 26, 2026

BIBIYAN LAW GROUP, P.C.

6 */s/ Vedang J. Patel*

7 _____
8 VEDANG J. PATEL

9 Attorneys for Plaintiffs, on behalf of themselves and
10 all others similarly situated and aggrieved
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda Membreno de Ayala, Hannah
4 H. Knoerzer, Heriberto Chavez Rodriguez, Maria Rodriguez de Paz and Graciela Lopez
5 (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated and aggrieved,
6 hereby apply for preliminary approval of the Class Action and PAGA Settlement Agreement
7 (“Settlement,” “Agreement” or “Settlement Agreement”) upon the terms and conditions set forth
8 in the Settlement Agreement, attached to the Declaration of Vedang J. Patel as Exhibit “1.”

9 On October 14, 2022, plaintiff Hannah H. Knoerzer filed a class action complaint in the
10 Riverside County Superior Court, captioned *Knoerzer v. Hospitality Staffing Solutions, LLC, et al.*,
11 Case No. CVRI2204503, alleging causes of action against Walgreens Specialty Pharmacy, LLC
12 (erroneously sued as “Walgreen Specialty Pharmacy, LLC”) and defendant Hospitality Staffing
13 Solutions, LLC (“HSS”), for: (1) violation of the Fair Credit Reporting Act for failure to make
14 proper disclosures; (2) violation of the Fair Credit Reporting Act for failure to obtain proper
15 authorizations; (3) violation of ICRAA for failure to make proper disclosures; (4) failure to pay
16 minimum wages; (5) failure to pay overtime wages; (6) failure to provide meal periods or
17 compensation in lieu thereof; (7) failure to provide rest periods or compensation in lieu thereof; (8)
18 failure to timely pay wages during employment; (9) failure to pay all wages due upon separation
19 from employment; (10) failure to provide accurate wage statements; and (11) engaging in unfair
20 competition (the “Knoerzer Action”).

21 Also, on October 14, 2022, plaintiff Hannah H. Knoerzer filed with the LWDA and served
22 on defendants HSS and Kellermeyer Bergensons Services, LLC (“KBS,” and collectively with HSS,
23 “Defendants”), and Staffing Solutions, LLC, and HIS Hospitality Services, Inc., a notice under
24 Labor Code section 2699.3, stating she intended to serve as a proxy of the LWDA to recover civil
25 penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“Knoerzer PAGA
26 Notice”).

27 ///

1 On December 21, 2022, after sixty-five (65) days had passed without any action by the
2 LWDA with respect to the Labor Code violations alleged in the Knoerzer PAGA Notice, plaintiff
3 Hannah H. Knoerzer filed a First Amended Complaint in the Knoerzer Class Action, adding PAGA
4 claims set forth in the Knoerzer PAGA Notice. On January 20, 2023, defendant HSS filed a Notice
5 of Removal to the United States District Court for the Central District of California. On April 11,
6 2024, the Court granted the Parties' stipulation for dismissal of the class claims, to compel plaintiff
7 Hannah H. Knoerzer's individual claims to arbitration, and to stay the representative PAGA claims
8 pending completion of arbitration.

9 On January 9, 2023, plaintiff Heriberto Chavez Rodriguez filed with the LWDA and served
10 on Montage Laguna Beach, LLC, and defendant HSS a notice under Labor Code section 2699.3,
11 stating he intended to serve as a proxy of the LWDA to recover civil penalties on behalf of
12 Aggrieved Employees for alleged Labor Code violations ("Rodriguez PAGA Notice"). A true and
13 correct copy of the Rodriguez PAGA Notice is attached to the Declaration of Vedang J. Patel as
14 Exhibit "2."

15 On January 10, 2023, plaintiff Heriberto Chavez Rodriguez filed a wage and hour class
16 action complaint in the Orange County Superior Court, captioned *Heriberto Chavez Rodriguez v.*
17 *Montage Laguna Beach, LLC, et al.*, Case No. 30-2023-01300904-CU-OE-CXC, alleging causes of
18 action against Montage Laguna Beach, LLC, and defendant HSS for: (1) failure to pay overtime
19 wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in
20 lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all
21 wages due upon separation from employment; (6) failure to provide accurate wage statements; (7)
22 failure to timely pay wages during employment; (8) failure to indemnify for business expenses; (9)
23 engaging in unfair competition (the "Rodriguez Class Action").

24 On March 15, 2023, after sixty-five (65) days had passed without any action by the LWDA
25 with respect to the Labor Code violations alleged in the Rodriguez PAGA Notice, plaintiff Heriberto
26 Chavez Rodriguez filed a separate representative action under the California Private Attorneys
27 General Act ("PAGA") against Montage Laguna Beach, LLC, and defendant HSS, in the Orange
28 County Superior Court, captioned *Heriberto Chavez Rodriguez v. Montage Laguna Beach, LLC, et*

1 *al.*, Case No. 30-2023-01312472-CU-OECXC, for the Labor Code violations set out in the
2 Rodriguez PAGA Notice (the “Rodriguez PAGA Action”).

3 On February 28, 2023, plaintiffs Juana Matias, Carmen Chavez Fernandez and Yolanda
4 Membreno de Ayala commenced this action by filing a class action complaint alleging causes of
5 action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages;
6 (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods
7 or compensation in lieu thereof; (5) failure to timely pay wages during employment; (6) failure to
8 pay all wages due upon separation from employment; (7) failure to provide accurate wage
9 statements; (8) failure to maintain payroll records; (9) failure to provide reporting time pay; (10)
10 failure to indemnify for business expenses; (11) engaging in unfair competition and unlawful
11 business practices in violation of the California Business and Profession Code section 17200, *et seq.*
12 (the “Matias Action”).

13 On March 30, 2023, plaintiffs Juana Matias, Carmen Chavez Fernandez and Yolanda
14 Membreno de Ayala filed with the LWDA and served on Defendants their respective notices under
15 Labor Code section 2699.3, stating they intended to serve as proxies of the LWDA to recover civil
16 penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“Matias PAGA
17 Notice,” “Fernandez PAGA Notice” and “de Ayala PAGA Notice,” respectively). On July 26, 2022,
18 plaintiff Maria Rodriguez de Paz filed with the LWDA and served on Defendants a notice under
19 Labor Code section 2699.3, stating she intended to serve as a proxy of the LWDA to recover civil
20 penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“de Paz PAGA
21 Notice”).

22 On June 6, 2023, after sixty-five (65) days had passed without any action by the LWDA with
23 respect to the Labor Code violations alleged in the Matias PAGA Notice, Fernandez PAGA Notice
24 and de Ayala PAGA Notice, plaintiffs Juana Matias, Carmen Chavez Fernandez and Yolanda
25 Membreno de Ayala filed a First Amended Complaint in the Matias Action, adding PAGA claims
26 set forth in the Matias PAGA Notice, Fernandez PAGA Notice and de Ayala PAGA Notice. On
27 June 22, 2024, plaintiffs Juana Matias, Carmen Chavez Fernandez and Yolanda Membreno de Ayala
28

1 filed a Second Amended Complaint in the Matias Action, adding Maria Rodriguez de Paz as a
2 named plaintiff.

3 On September 25, 2023, plaintiff Graciela Lopez filed with the LWDA and served on
4 defendant KBS a notice under Labor Code section 2699.3, stating she intended to serve as a proxy
5 of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code
6 violations (“Lopez PAGA Notice”). The Knoerzer PAGA Notice, Rodriguez PAGA Notice, Matias
7 PAGA Notice, Fernandez PAGA Notice, de Ayala PAGA Notice, de Paz PAGA Notice and Lopez
8 PAGA Notice are hereinafter collectively referred to as the “PAGA Notices.”

9 On November 30, 2023, after sixty-five (65) days had passed without any action by the
10 LWDA with respect to the Labor Code violations alleged in the Lopez PAGA Notice, plaintiff
11 Graciela Lopez filed a representative action under PAGA against defendant KBS in the Santa Clara
12 County Superior Court, captioned *Graciela Lopez v. Kellermeyer Bergensons Services, LLC*, Case
13 No. 23CV426594, for the Labor Code violations set out in the Lopez PAGA Notice (the “Lopez
14 PAGA Action”).

15 On January 5, 2024, plaintiff Graciela Lopez filed a wage and hour class action complaint
16 in the Tulare County Superior Court, captioned *Graciela Lopez v. Kellermeyer Bergensons Services,*
17 *LLC*, Case No. VCU304923, alleging causes of action against defendant KBS for: (1) failure to
18 provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or
19 compensation in lieu thereof; (3) failure to indemnify for business expenses; (4) failure to pay all
20 wages due upon separation from employment; (5) failure to provide accurate wage statements; and
21 (6) engaging in unfair competition (the “Lopez Class Action”).

22 Thereafter, Plaintiffs and Defendants (collectively, the “Parties”) agreed to exchange
23 informal discovery and attend mediation.

24 Prior to mediation, Plaintiffs obtained, through informal discovery: (1) time and payroll
25 records for approximately 25% of putative class members during the Class Period; (2) data points,
26 including the number of putative class members, Workweeks, Pay Periods and shifts during the
27 Class Period, and the number of putative class members separated from employment in the waiting
28 time penalty period, the number of Pay Periods during the PAGA Period, and the average regular

1 hourly rate of pay; (3) Defendants’ applicable wage and hour policy documents; and (4) all
2 documents pertaining to Plaintiffs available to Defendants.

3 Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
4 *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
5 (2008) 168 Cal. App. 4th 116, 129-130 (“Dunk/Kullar”).

6 On September 27, 2024, the Parties participated in a full-day mediation presided over by
7 Michael E. Dickstein, Esquire, a well-regarded mediator experienced in mediating complex labor
8 and employment matters. With the aid of the mediator’s evaluation, the Parties successfully reached
9 a global settlement to resolve the actions.

10 As part of the Agreement, the Parties further agreed to stipulate to plaintiffs Juana Matias’,
11 Carmen Chavez Fernandez’s, Yolanda Membreno de Ayala’s and Maria Rodriguez de Paz’s filing
12 a Third Amended Complaint in the Matias Action, adding plaintiffs Hannah H. Knoerzer, Heriberto
13 Chavez Rodriguez and Graciela Lopez as named plaintiffs, and adding the allegations set forth in
14 the Knoerzer Action, the Rodriguez Class Action, the Rodriguez PAGA Action, the Lopez PAGA
15 Action, and the Lopez Class Action, for the purpose of settlement approval. Within five (5) business
16 days of the Court’s order granting Final Approval of the Settlement, plaintiff Hannah H. Knoerzer
17 will dismiss the Knoerzer Action; plaintiff Heriberto Chavez Rodriguez will dismiss the Rodriguez
18 Class Action and the Rodriguez PAGA Action; and plaintiff Graciela Lopez will dismiss the Lopez
19 PAGA Action and the Lopez Class Action.

20 On March 5, 2026 plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda Membreno
21 de Ayala and Maria Rodriguez de Paz filed a First Amended Complaint in the Matias Action
22 pursuant to the Agreement. The Third Amended Complaint in the Matias Action is the Operative
23 Complaint.

24 After full execution of the Settlement Agreement, the Parties met and conferred regarding
25 the payment plan for Defendants. The Parties agreed to modify the payment plan to fund the
26 Settlement such that payment shall be made in two (2) payments. To that effect, the Parties executed
27 an Amendment to the Settlement Agreement (“Amendment”). The Amendment is attached to the
28 Patel Decl. as Exhibit 2.

1 Class Counsel have conducted significant investigation of the law and facts relating to the
2 claims asserted in the Actions and the PAGA Notices, and have concluded that the Settlement is
3 fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the
4 sharply contested issues involved, the expense and time necessary to litigate the Actions through
5 trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse
6 outcome, the uncertainties of complex litigation, the information learned through informal discovery
7 regarding Plaintiffs' allegations, and the substantial benefits to be received by Settlement Class
8 Members.

9 **II. THE SETTLEMENT**

10 Subject to Court approval pursuant to Code of Civil Procedure section 382 and California
11 Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Action by agreement upon
12 the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy
13 of which is attached to the Declaration of Vedang J. Patel as Exhibit "1" thereto. A summary of
14 the terms of the settlement are as follows:

15 Defendants will stipulate, for purpose of this settlement only, as follows:

- 16 • Certification of a class ("Settlement Class," "Settlement Class Members" or "Class
17 Members") comprised of: (1) "HSS Class Members," defined as all current and former
18 non-exempt, hourly paid employees who worked for Hospitality Staffing Solutions,
19 LLC ("HSS"), in California at any time during the period from November 9, 2021
20 through December 26, 2024 ("HSS Class Period"); and (2) "KBS Class Members,"
21 defined as all current and former non-exempt, hourly paid employees who worked for
22 Kellermeyer Bergensons Services, LLC ("KBS"), in California at any time during the
23 period from January 20, 2022 through December 26, 2024 ("KBS Class Period"). The
24 HSS Class Period and the KBS Class Period are hereinafter collectively referred to as
25 the "Class Period."
- 26 • Defendants will pay \$9,750,000.00 ("Gross Settlement Amount") to resolve the matter.
- 27 • Defendants represent that Class Members worked approximately 682,092 Workweeks
28 between November 9, 2021 and September 27, 2024. In the event that the actual number

1 of Workweeks worked between November 9, 2021 and December 26, 2024 (the end of
2 the Class Period) increases by more than ten percent (10%) above 682,092, Defendants
3 will at their option either (a) agree to increase the Gross Settlement Amount on a
4 proportional basis for the percentage increase over ten percent (10%) (for example, if
5 the number is 11% higher, the Gross Settlement Amount will be increased by 1%), or
6 (b) agree to shorten and close the Class Period and PAGA Period on the date that is
7 closest to without exceeding 750,301 Workweeks so as to eliminate the need to increase
8 the Gross Settlement Amount. Defendants must notify Class Counsel and the Court of
9 its election to withdraw not later than seven days after the Administrator sends the final
10 Exclusion List to Defense Counsel; late elections will have no effect.

- 11 • Defendants will pay the employer's share of taxes separate and apart from the Gross
12 Settlement Amount.
- 13 • This is a non-reversionary settlement.
- 14 • Class Members will be paid their *pro rata* share of the class action settlement based
15 on the total number of Workweeks¹ worked during the Class Period.
- 16 • The Settlement Administration costs, estimated not to exceed \$75,000.00, will be paid
17 out of the Gross Settlement Amount.
- 18 • Class Counsel, comprised of Bibiyan Law Group, P.C., James Hawkins APLC,
19 Capstone Law APC, and Haines Law Group, APC, apply for, and Defendants will not
20 oppose, attorneys' fees of one third (1/3) of the Gross Settlement Amount, which,
21 unless escalated pursuant to the Settlement Agreement, amounts to \$3,250,000.00, and
22 actual costs, not to exceed \$55,000.00, all of which will be paid out of the Gross
23 Settlement Amount.
- 24 • Class Counsel hereby apply for, and Defendants will not oppose, a service award of
25 up to \$10,000.00 each to plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda

26
27 ¹ "Workweek" means any week during which a Class Member or Aggrieved Employee worked for Defendants for at
28 least one day, during the Class Period. All Class Members will be deemed to have worked during at least one Workweek
during the Class Period, and all Aggrieved Employees will be deemed to have worked during at least one Workweek
during the PAGA Period.

1 Membreno de Ayala, Hannah H. Knoerzer, Heriberto Chavez Rodriguez, Maria
2 Rodriguez de Paz, and Graciela Lopez, for a total of \$70,000.00 to Plaintiffs, which
3 will be paid out of the Gross Settlement Amount.

- 4 • “Aggrieved Employees” are comprised of: (1) “HSS Aggrieved Employees,” defined as
5 all current and former non-exempt, hourly paid employees who worked for HSS in
6 California at any time during the period from November 9, 2021 through December 26,
7 2024 (“HSS PAGA Period”); and (2) “KBS Aggrieved Employee,” defined as all
8 current and former non-exempt, hourly paid employees who worked for KBS in
9 California at any time during the period from January 20, 2022 through December 26,
10 2024 (“KBS PAGA Period”). The HSS PAGA Period and the KBS PAGA Period are
11 hereinafter collectively referred to as the “PAGA Period.”
- 12 • Defendants have agreed to pay \$200,000.00 as PAGA penalties, seventy-five percent
13 (75%) or \$150,000.00 of which will be paid to the LWDA out of the Gross Settlement
14 Amount, and twenty-five percent (25%) or \$50,000.00 of which will be distributed to
15 the Aggrieved Employees.
- 16 • For any Participating Class Member whose Individual Class Payment check or
17 Individual PAGA Payment check is uncashed and cancelled after the void date (180 days
18 after the date of mailing), the Administrator shall transmit the funds represented by such
19 checks to the California Controller's Unclaimed Property Fund in the name of the Class
20 Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the
21 requirements of California Code of Civil Procedure Section 384 (b).

22 **III. THE TWO-STEP APPROVAL PROCESS AND THE PRESUMPTION OF** 23 **FAIRNESS**

24 Any settlement of class litigation must be reviewed and approved by the Court. (*See* Cal.
25 Rules of Court, rule 3.769). This is done in two steps: (1) an early (preliminary) review by the
26 trial court; and (2) a final review after notice has been distributed to the class members for their
27 comment or objections. (*See id.*). Courts presume the absence of fraud or collusion in the
28 negotiation of a settlement unless evidence to the contrary is offered. In short, there is a

1 presumption that the negotiations were conducted in good faith. (Newberg on Class Actions, §
2 11.51; *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability*
3 *Litigation* (N.D. Cal. May 17, 2017) No. 16-cv-00295, 2017 WL 2214655, quoting *United States*
4 *v. Oregon* (9th Cir. 1990) 913 F.2d 576, 580.)

5 **IV. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS**

6 A notice of settlement of a class action “must contain an explanation of the proposed
7 settlement and procedures for class members to follow in filing written objections to it and in
8 arranging to appear at the settlement hearing and state any objections to the proposed settlement.”
9 (Cal. Rules of Court, rule 3.769, subd. (f).)

10 Attached to the Declaration of Vedang J. Patel as Exhibit “1” thereto is the Settlement
11 Agreement between the Parties. Attached to the Settlement Agreement as internal Exhibit “A” is the
12 proposed Class Notice to be distributed to Class Members in English and Spanish. The proposed
13 Class Notice satisfies these requirements.

14 The Parties respectfully request that this Court approve the above-referenced Class Notice
15 and dissemination of the Class Notice to the Class Members, consistent with the manner and timing
16 as set forth in the Settlement Agreement. The Parties have agreed to use CPT Group, Inc. (“CPT”),
17 an experienced Settlement Administrator, to administer the settlement.

18 **V. THE SETTLEMENT IS FAIR AND REASONABLE BASED UPON**
19 **OBJECTIVE EVIDENCE**

20 **A. The Settlement was Negotiated at Arm’s-Length and is not Collusive**

21 The Settlement that has been reached, subject to this Court’s approval, is a product of
22 substantial efforts by the Parties and their counsel. The Settlement was reached after extensive
23 factual and legal investigation and research; the exchange of informal discovery; substantial
24 negotiation regarding the scope of informal discovery; exchange of documents and information that
25 included review of time and pay records and analysis thereof with the aid of Plaintiffs and expert
26 consultant; analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis
27 of the number of pay periods and number of Aggrieved Employees in the PAGA Period for
28 calculating PAGA penalties, number of Class Members eligible for wage statement penalties and

1 waiting time penalties; an analysis of Plaintiffs' employment records; extensive correspondence and
2 communication between counsel; a review of pleadings, evidence and rulings in similar actions
3 litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the
4 country; and preparation for and attendance at a full-day mediation, followed by further discussions
5 and coordination to finalize the terms and conditions of the general settlement parameters agreed to
6 by the Parties.

7 While Class Counsel believe in the chance of success of certifying the claims, Class Counsel
8 recognized the potential risk, expense and complexity posed by further litigation. Moreover,
9 litigating Plaintiff's claims in this litigation—claims that involve approximately 18,553 Class
10 Members during the Class Period—would require substantial preparation and discovery, and
11 ultimately would involve the deposition and presentation of numerous more witnesses (including
12 Class Members and expert witnesses), as well as the consideration, preparation and analysis of
13 expert reports. Therefore, should litigation have progressed any further, there would have been
14 significant expense incurred by each side (above and beyond the expense already incurred).

15 **B. The Settlement Amount is Well Within Range of Reasonableness**

16 The settlement amount reached in this case provides significant recovery to Class Members
17 and Aggrieved Employees, and easily falls within the range of reasonableness. Based on documents
18 and information provided by Defendants, Class Counsel understand, as of the date of the mediation,
19 there are no more than 682,092 Workweeks during the Class Period.

20 **1. Unpaid Wages for Failure to Pay Off-the-Clock Work**

21 Class Counsel theorized, based on Class Members' narrative evidence and documents
22 produced by Defendants, that Defendants failed to pay all wages due to Class Members because
23 Defendants required Class Members to work off-the-clock or Class Members spent time off-the-
24 clock under Defendants' control, including, without limitation: (1) donning and doffing of
25 company shirt, name tag, vest and, during Covid-19 pandemic, a mask, before clocking in and
26 after clocking out; (2) waiting in line for Covid-19 screening, including temperature checks; (3)
27 waiting in lines to clock in and out through any of the following: (a) a timesheet, consisting a
28 master list of employees, on which employees would manually record their time, (b) a single

1 online timeclock system at a worksite, or (c) a phone at the back office of the work site towards
2 which employees would walk to input the needed information for clocking in and out; and (4)
3 performing post-shift duties, such as cleaning their work areas, answering work-related questions
4 from supervisors and attending to clients' concerns, all without pay.

5 One theory advanced by Class Counsel alleged, based on Class Members' narrative
6 evidence, that Class Members worked off-the-clock for a conservative estimate of three (3)
7 minutes each shift throughout the Class Period, without pay. Class Counsel understand, based on
8 time and payroll records produced by Defendants and analysis thereof by expert data consultants
9 retained by Class Counsel, that there were approximately 3,135,741 shifts during the Class Period,
10 29.7% of which were over eight (8) hours in length, and Class Members had an average regular
11 hourly rate of pay of \$17.50. Thus, one calculation performed by Class Counsel resulted in
12 **Defendants' exposure for unpaid off-the-clock work in a conservative amount of \$5,080,096**
13 $([3,135,741 \text{ shifts} \times 0.297 \text{ shifts over eight hours} \times 0.05 \text{ hour} \times \$17.50 \times 1.5 \text{ overtime rate}] +$
14 $[3,135,741 \text{ shifts} \times 0.703 \text{ shifts under eight hours} \times 0.05 \text{ hour} \times \$17.50 \times 2 \text{ in liquidated}$
15 $\text{damages}])$.

16 Class Counsel understand that Defendants make the following defenses in connection with
17 this claim: Defendants contend that their policies specifically prohibit off-the-clock work.
18 Defendants contend that they did not require Class Members to work off-the-clock and, rather, they
19 were paid for all time suffered or permitted to work. Defendants contend that temperature checks
20 and Covid-19 health screens were not compensable time pursuant to *Frlekin v. Apple Inc.* (2020) 8
21 Cal.5th 1038 because a Court must consider whether the time spent is for the benefit of the employee
22 or the employer, and that the temperature checks were being performed for the safety of employees,
23 not for the benefit of Defendants. Moreover, Defendants contend that the time it took to go through
24 Covid-19 protocols was *de minimis* and that temperature checks were only in place during a portion
25 of the Class Period. Defendants contend that Class Members could and did take their uniforms home,
26 and those that donned and doffed them at the premises did so on-the-clock, as required by the
27 policies. Defendants assert that they provided enough timesheets, online timeclock system and
28 phones at their facilities, and Class Members would not have been required to wait in line for

1 clocking in before their shifts. Finally, Defendants contend that any allegations that Class Members
2 were required to be under Defendants' control off-the-clock would necessitate an individualized
3 inquiry into when and why, making this claim not subject to class treatment and any trial in this
4 Litigation unmanageable. Thus, Defendants contend that no damages can be recovered here, and,
5 even if, *arguendo*, they could, an estimate of three (3) minutes of unpaid work off-the-clock of Class
6 Members for every single shift during the Class Period is a wild exaggeration of time spent working
7 off-the-clock if *any* such time was spent. Finally, Defendants contend that many Class Members
8 signed valid arbitration agreements and thus a class action is not tenable here.

9 2. Recovery of Damages for Non-Compliant Meal Periods

10 Class Counsel theorized, based on documents produced by Defendants and Class Members'
11 narrative evidence, that Defendants' meal period policies and practices throughout the Class Period
12 were non-compliant. Class Counsel understand from Defendants' policy documents, that
13 Defendants' meal period policies did not provide premium pays for late, short or missed meal
14 periods. Class Counsel theorized, based on Class Members' narrative evidence, that Defendants'
15 meal period practices throughout the Class Period were non-compliant because meal periods were
16 late, short or missed due to: (1) the nature of Defendants' business being in the service industry,
17 such that Class Members were expected to be at the beck and call of every client as they were
18 needed; (2) the distance from the workstations to the timeclocks and break areas; (3) Defendant's
19 practice of recording synthetic time entries for meal periods, i.e., Defendant required Class Members
20 to fill out their time sheets, or management altered Class Members' timesheets, with inaccurate time
21 entries for meal periods to avoid meal premium payments; (4) Defendants' practice of auto-
22 deducting meal periods regardless of whether compliant meal periods were actually taken; and (5)
23 Defendants' practice of a "lock-out system" in online timeclocks preventing Class Members from
24 clocking in from meal periods before the 30-minute period ran to avoid meal premium payments.

25 Class Counsel theorized, based on documents produced by Defendants and analysis thereof
26 by expert data consultants retained by Class Counsel that 1,151,602 (44.1%) of 2,611,285 meal-
27 eligible shifts had unique facial meal break violations (late, short, or missed meal periods) and there
28 were 1,077 meal period premium payments made by Defendants. Thus, one calculation advanced

1 by Class Counsel resulted in **Defendants' exposure for unique facial meal period violations in**
2 **the approximate amount of \$18,887,243** ([1,080,348 unique facial meal break violations – 1,077
3 meal period premium payments] x \$17.50/hour).

4 Class Counsel understand that Defendants make the following defenses in connection with
5 this claim: Defendants argue that they had compliant meal period policies and practices.
6 Defendants argue that Class Members took timely and full meal periods. Defendants contend that
7 their policy requires their employees to take timely and full meal periods. Defendants further
8 contend that any instance of a Class Member failing to take a compliant meal period was
9 voluntary, in violation of their meal period policy, would necessitate an individualized inquiry
10 and would not lend itself to a manageable trial. Thus, Defendant contends that *no* monies are owed
11 for this account but, even if any amounts were due, the amount calculated by Class Counsel is
12 excessive. Finally, Defendants contend that many Class Members signed valid arbitration
13 agreements and thus a class action is not tenable here.

14 3. Recovery of Damages for Non-Compliant Rest Periods

15 Class Counsel theorized, based on documents produced by Defendants and Plaintiffs'
16 narrative evidence, that Defendants' rest period policies and practices throughout the Class Period
17 were non-compliant because rest periods were on-duty and Class Members were not allowed to
18 leave the premises during rest periods. Notably, there were no rest period premiums ever issued
19 throughout the Class Period.

20 One calculation performed by Class Counsel resulted in, assuming a 40% violation rate for
21 the 2,981,624 rest-eligible shifts, **Defendants' exposure for failure to provide compliant rest**
22 **periods in a conservative amount of \$20,871,368** (2,981,624 shifts x 0.40 violation rate x
23 \$17.50/hour).

24 Class Counsel understand that Defendants make the following defenses in connection with
25 this claim: Defendants argue that they had compliant rest period policies and practices. Defendants
26 argue that Class Members took timely and full rest periods. Defendants contend that their policy
27 requires their employees to take timely and full rest periods. Defendants further contend that any
28 instance of a Class Member failing to take a compliant rest period was voluntary, in violation of

1 their rest period policy, would necessitate an individualized inquiry and would not lend itself to a
2 manageable trial. Finally, Defendants contend that a 40% violation rate is a wild exaggeration of
3 non-compliant rest periods, if there were any. Thus, Defendants contend that *no* monies are owed
4 for this account but, even if any amounts were due, the amount calculated by Class Counsel is
5 excessive. Finally, Defendants contend that many Class Members signed valid arbitration
6 agreements and thus a class action is not tenable here.

7 4. Wage Statement Violations

8 Class Counsel theorized that Class Members are entitled to recover penalties for
9 Defendants' alleged failure to issue compliant wage statements under Labor Code section 226,
10 subdivision (e), for the derivative impact of the failure to pay all wages owed on providing
11 accurate information on wage statements. Specifically, Class Counsel theorized that penalties are
12 owed under Labor Code section 226 due to, at minimum, Defendants' failure to pay premium
13 wages. A non-exempt employee suffering injury as a result of a knowing and intentional failure
14 by an employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the
15 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period.
17 Class Counsel understand from the data provided by Defendants that there were 224,111 pay
18 periods during the relevant statutory time period for Class Members. If, in fact, Class Members
19 worked every off-the-clock every shift as set forth above, and no rest premiums were paid, every
20 wage statement would thus, Class Counsel theorized, violate Labor Code section 226. Thus, one
21 calculation performed by Class Counsel, applying an initial violation rate of \$50 per pay period
22 and assuming a 40% violation rate, resulted in **Defendants' maximum exposure for wage**
23 **statement violations in the amount of \$4,482,220** (224,111 pay periods x \$50/pay period x .40
24 violation rate).

25 Class Counsel understand that Defendants make the following defenses in connection with
26 this claim: Defendants contend that the wage statements issued to the employees fully complied
27 with Labor Code section 226. Defendants contend that because they believe no wages are unpaid
28 that, thus, there can be no derivative penalties. However, Class Counsel also understand the risks

1 inherent in this claim if the above claims were not certified. Class Counsel also had to factor in,
2 and did factor in, the risk that the Court would find there was no injury to Class Members even if
3 the wage statements were inaccurate or that Defendants' conduct was not intentional, both of
4 which are requirements of Labor Code section 226 before penalties can issue. Class Counsel also
5 note that all Class Members did not work all pay periods and, therefore, do not qualify for the
6 maximum penalty of \$4,000 as calculated in Plaintiffs' exposure model used at mediation. Finally,
7 Defendants contend that many Class Members signed valid arbitration agreements and thus a class
8 action is not tenable here.

9 5. Waiting Time Penalties

10 Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory
11 period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days' worth of
12 wages as waiting time penalty for not being paid all wages due upon separation from employment.
13 Class Counsel theorized, based on relevant documents provided by Defendants, that, under Labor
14 Code section 203, Defendants are liable to pay each Class Member, who was terminated during the
15 relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure to pay
16 compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages due at
17 the time of termination or resignation. Based on relevant documents provided by Defendants, there
18 were approximately 10,600 Class Members who were terminated or resigned during the relevant
19 statutory period. Thus, one calculation performed by Class Counsel, assuming a 40% violation rate,
20 resulted in **Defendants' exposure for waiting time penalties to be approximately \$17,808,000**
21 (10,600 separated Class Members x \$17.50/hour x 8 hours x 30 days).

22 Class Counsel understand that Defendants contend that there is no credence to Plaintiffs'
23 off-the-clock theory and that, thus, no waiting time penalties are owed based on that theory.
24 Finally, Defendants contend that their actions were not "willful" and that, thus, waiting time
25 penalties cannot be awarded. Thus, Defendants argued that no waiting time penalties are owed.
26 Finally, Defendants contend that many Class Members signed valid arbitration agreements and
27 thus a class action is not tenable here.

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11

12
13
14

15
16
17
18

19
20
21
22
23

24

25

26

27

1 d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
2 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
3 violations and a violation every single pay period for every single non-exempt employee in the
4 PAGA Period, this amounts to a maximum exposure of \$12,036,350 (240,727 pay periods x \$50).

5 e. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
6 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty
7 for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
8 violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate
9 for all violations and a violation every single pay period for every single Aggrieved Employee in
10 the PAGA Period, this amounts to a maximum exposure of \$24,072,700 (240,727 pay periods x
11 \$100).

12 f. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for
13 an initial violation and \$200 for each subsequent violation. Because this violation is merited only
14 at separation of employment, a 100% violation rate would likely include just one violation per
15 employee. The data produced by Defendants indicate that there were approximately 6,788
16 Aggrieved Employees whose employment was separated during the PAGA Period. This amounts
17 to a maximum exposure of \$678,800 (6,788 Aggrieved Employees x \$100).

18 g. Conclusion: In sum, Class Counsel calculated Defendants' total maximum
19 exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved
20 Employee every pay period and not exercise its discretion to reduce any of those penalties to be
21 \$84,933,250. Class Counsel understand that Defendants argued the following in connection with
22 this claim: Defendants contend that no PAGA penalties are likely to be awarded and, even if they
23 were, the maximum exposure calculated by Class Counsel is vastly overstated. First, Defendants
24 defend that PAGA penalties cannot and should not be stacked. Second, Defendants assert that
25 individualized issues predominate the PAGA claims, making the claims unmanageable for trial.
26 Third, Defendants deny that a violation for each pay period can be established. Fourth, Defendants
27 contend that a Court is unlikely to exercise its discretion to award civil penalties under PAGA
28 where, as here, there is no conduct shown by Plaintiffs that would show any Labor Code violation

1 by Defendants is knowing and intentional. Defendants insist that this is especially true in the
2 Action where class action damages are available to Class Members, rendering an award of PAGA
3 penalties in addition to class action damages to be double recovery.

4 Class Counsel maintain that it is possible to recover the subsequent violation rate for
5 penalties, that stacking is permissible, and that there is no manageability requirement under PAGA
6 (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a 90% discount of this
7 claim to be reasonable, resulting in **\$8,493,325** as a reasonable estimate of the likelihood of what
8 Plaintiffs may recover at trial for PAGA penalties (\$84,933,250 x 0.10). See also *Carrington v.*
9 *Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (upholding trial courts 90% reduction in
10 maximum penalties, from \$50 to \$5 per initial violation).

11 **7. Conclusion**

12 When including derivative penalties, such as waiting time penalties, wage statement
13 violations, and discretionary PAGA penalties, Class Counsel theorized Defendants' maximum
14 exposure to be approximately **\$75,622,252.00**. In all, Class Counsel obtained a Gross Settlement
15 Amount of **\$9,750,000.00**. Particularly in light of the risks involving obstacles to class
16 certification, all issues and risks related to liability, the issues with manageability at trial, the
17 discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable
18 and adequate settlements, Class Counsel strongly believe that the settlement reached is fair,
19 reasonable and adequate, and in the best interest of Class Members.

20 Moreover, \$200,000.00 of the Gross Settlement Amount was attributed to PAGA penalties.
21 This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the
22 fact that damages are available for the failure to pay wage claims while only penalties are available
23 for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack
24 PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount
25 of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA
26 penalties at all in light of the fact that damages are available for Class Members and it may find
27 any further liability against Defendants unnecessarily punitive.

28 ///

1 **VII. THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

2 Class Counsel seek an attorneys' fees award of *up to* one third (1/3) of the Gross Settlement
3 Amount, which, unless escalated pursuant to this Agreement, would amount to \$3,250,000.00. Class
4 Counsel also seek reimbursement of costs not to exceed \$55,000.00. The requested fees fall well
5 within the historical range of attorney's fees awards under the common fund theory, which is
6 generally from 25% to 50%. The requested fee is fair compensation for undertaking complex, risky,
7 expensive and time-consuming litigation on a contingent fee basis. Thus, the Court should
8 preliminarily approve the requested attorneys' fees and costs, which are justified by the results
9 achieved, the complexity of the issues, the difficulty of the case and the great risks undertaken by
10 Class Counsel. The requested attorneys' fees will not be opposed by Defendants and are well within
11 established guidelines.

12 **VIII. THE REQUESTED ENHANCEMENT AWARDS TO THE NAMED**
13 **PLAINTIFFS AND CLASS REPRESENTATIVES ARE REASONABLE**

14 Plaintiffs are entitled to enhancement awards for their service as class representatives, for
15 answering extensive questions by Class Counsel, for being available and answering questions during
16 mediation, for the risks in being the named plaintiffs and for providing Defendants with a more
17 expansive release of claims, including a waiver based upon California Civil Code section 1542, in
18 exchange for the enhancement awards. Defendants do not oppose the requested enhancement to
19 Plaintiffs. Plaintiffs risked intrusive discovery and the payment of employer costs. In the experience
20 of Class Counsel, the typical enhancement award in wage and hour class actions ranges from
21 approximately \$10,000.00 to \$25,000.00, although some awards are higher. In contrast, Class
22 Counsel seek an extremely limited enhancement of \$10,000.00 each to plaintiffs Juana Matias,
23 Carmen Chavez Fernandez, Yolanda Membreno de Ayala, Hannah H. Knoerzer, Heriberto Chavez
24 Rodriguez, Maria Rodriguez de Paz, and Graciela Lopez, for a total of \$70,000.00 to Plaintiffs.

25 **IX. CONDITIONAL CERTIFICATION FOR SETTLEMENT PURPOSES**

26 **A. The Class should be Preliminarily Certified**

27 In California, there are two certification prerequisites: (1) the existence of an "ascertainable
28 class;" and (2) "a well-defined community of interest in the questions of law and fact involved

1 affecting the parties to be represented.” (*Sotelo v. MediaNews Group, Inc.* (2012) 207 Cal.App.4th
2 639, 647.) To certify a class, the party advocating class treatment must demonstrate: (1) a numerous
3 class; (2) predominant common questions of law or fact; (3) class representatives with claims or
4 defenses typical of the class; and (4) class representatives who can adequately represent the class.”
5 (*Williams v. Sup. Ct.* (2013) 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.*
6 (2012) 53 Cal.4th 1004, 1021.) Each of the criteria for class certification is satisfied in this instance:

7 **1. Ascertainability** – “Ascertainability” is a due process requirement that
8 ensures it is possible to decide who will be bound by the judgment (*res judica* effect). The
9 determination is made by examining the class definition and the size of the class. Here, the Class
10 Members definition (*i.e.*, (1) “HSS Class Members,” defined as all current and former non-exempt,
11 hourly paid employees who worked for HSS, in California at any time during the HSS Class Period;
12 and (2) “KBS Class Members,” defined as all current and former non-exempt, hourly paid
13 employees who worked for KBS, in California at any time during the KBS Class Period) is derived
14 from the operative complaint, which complains of alleged violations of Labor Code sections that
15 are chiefly and, in some instances, solely applicable to non-exempt, hourly paid employees. There
16 is no difficulty ascertaining who is a Class Member based on the above-described definition as it is
17 readily apparent to all involved who is a non-exempt, hourly paid employee who worked for HSS
18 in California at any time during the HSS Class Period or a non-exempt, hourly paid employee who
19 worked for KBS in California at any time during the KBS Class Period based solely from
20 Defendants’ payroll records, which amounts to approximately 18,553 persons.

21 **2. Numerosity** – According to the California Supreme Court, a putative class is
22 sufficiently numerous to achieve the numerosity requirement if their joinder is impracticable and
23 thus substantial benefits accrue both to litigants and the courts if the action proceeds as a class action.
24 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435, 446.) Numerosity is presumed satisfied if
25 there are forty (40) putative class members. (*Miri v. Dillon* (E.D. MI 2013) 292 F.R.D. 454, 461.)
26 However, as few as 10 class members has been found sufficient. (*See, e.g., Bowles v. Sup. Ct.* (1955)
27 44 Cal.2d 574.) Class Counsel understand that Defendants identified at least 18,553 Class Members.
28 That is sufficiently numerous to establish the numerosity requirement.

1 **3. Commonality** – California law also requires that “questions of law or fact
2 common to the class [be] substantially similar and predominate over the questions affecting the
3 individual members.” (*In re Steroid Hormone Product Cases* (2010) 181 Cal.App.4th 145, 153.)

4 This litigation is brought to resolve common issues that include whether Defendants failed
5 to pay for all hours worked; whether Defendants provided full, timely and un-interrupted meal and
6 rest periods; whether Class Members are entitled to premium pay for incomplete, untimely or
7 interrupted meal or rest periods, among other claims as set forth above.

8 **4. Typicality** – Typicality requires only that the named plaintiff’s interests in
9 the action be significantly similar to those of other class members. (*Williams v. Sup. Ct.* (2013)
10 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)
11 Plaintiffs contend that their claims are typical of those of other Class Members as Plaintiffs: (1)
12 are a non-exempt employees like other Class Members; (2) complain of not being paid for all time
13 under Defendants’ control or suffered and/or permitted to work for Defendants; (3) did not receive
14 premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive
15 premium pay for rest periods that were not provided, among others as set forth above. Thus,
16 Plaintiffs’ claims are typical of other Class Members.

17 **5. Adequacy of Representation** - To maintain a class action, the representative
18 plaintiff must adequately protect the interests of the class. (*Williams v. Sup. Ct.* (2013) 221
19 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)
20 Adequacy of representation consists of two components. First, there must be no disabling conflicts
21 of interest between the class representatives and the class. Second, the class representative must be
22 represented by counsel who are competent and experienced in the kind of litigation to be undertaken.
23 (*See McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450; *accord In re Juniper Networks, Inc.*
24 *Securities Litigation* (N.D. Cal. 2009) 264 F.R.D. 584, 590.) Plaintiffs contend, and Defendants do
25 not dispute for Settlement only, both criteria are met in this instance:

26 **(i) No Disabling Conflict of Interest Exists Between the Class**
27 **Representatives and the Class**

28 No conflicts, disabling or otherwise, exists between Plaintiffs and Class Members because

1 Plaintiffs allege to have been damaged by the same alleged conduct of Defendants (*i.e.*, Plaintiffs
2 classified as non-exempt employees, not paid premium pay, etc.) and thus have the incentive to fairly
3 represent all Class Members' claims to achieve the maximum possible recovery.

4 (ii) **Class Counsel are Experienced Class Action Attorneys**

5 As set forth in the Declarations of Class Counsel, Class Counsel in this matter consist of
6 experienced class action attorneys, have been appointed as class counsel in other class actions and
7 have a successful "track record" in litigating class actions.

8 **6. Superiority of Class Action** - Also relevant to the Court's certification
9 decision is whether a class action is the superior method of adjudication. (*Brinker Restaurant Corp.*
10 *v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)

11 It deals with common issues that are most efficiently adjudicated together, as indicated
12 above. Moreover, Plaintiffs assert that, with at least 18,553 Class Members, presentation of all of
13 them before this Court may be problematic, impractical, and burdensome. On the contrary, a class
14 action allows claims of many individuals to be resolved at the same time, eliminates the possibility
15 of repetitious litigation and affords small claimants with a method of obtaining redress for claims
16 which otherwise would be too insufficient to warrant individual litigation.

17 **7. Conclusion** – Thus, because this class action meets all criteria for
18 certification and a lesser standard of scrutiny applies when evaluating these criteria for settlement
19 purposes, it should be certified for purposes of effectuating this settlement.

20 **X. CONCLUSION**

21 Therefore, the Parties request the Court grant preliminary approval of the proposed
22 settlement.

23 ///

24 Dated: March 26, 2026

BIBIYAN LAW GROUP, P.C.

25 /s/ Vedang J. Patel

26 _____
VEDANG J. PATEL

27 Attorneys for Plaintiffs, on behalf of themselves and
28 all others similarly situated and aggrieved

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my mailing address is 1460 Westwood
Boulevard, Los Angeles, California 90024.

5 On March 31, 2026, I caused a true and correct copy of the foregoing document(s) described
6 as **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY**
7 **APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND**
8 **PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY;**
9 **DECLARATIONS IN SUPPORT THEREOF AND PROPOSED ORDER** to be served by
electronic transmission to the below referenced electronic e-mail address as follows:

10 **BAKER & HOSTETLER LLP**

11 Shareff S. Farag (SBN 251650)
12 Nicholas D. Poper (SBN 293900)
13 Matthew J. Goodman (SBN 316286)
14 sfarag@bakerlaw.com
15 npoper@bakerlaw.com
16 mgoodman@bakerlaw.com
17 11601 Wilshire Blvd, Suite 1400
18 Los Angeles, CA 90025

19 **Counsel for Defendants Hospitality Staffing Solutions, LLC and Kellermeyer Bergensons**
20 **Services, LLC**

21 **CAPSTONE LAW APC**

22 Raul Perez (SBN 174687)
23 Bevin Allen Pike (SBN 221936)
24 Daniel S. Jonathan (SBN 262209)
25 Trisha K. Monesi (SBN 303512)
26 Eduardo Santos
27 Raul.Perez@capstonelawyers.com
28 Bevin.Pike@capstonelawyers.com
Daniel.Jonathan@capstonelawyers.com
Trisha.Monesi@capstonelawyers.com
Eduardo.Santos@capstonelawyers.com
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

29 **JAMES HAWKINS APLC**

30 James R. Hawkins, Esq. (#192925)
31 Christina Lucio, Esq.
32 James@jameshawkinsaplc.com
33 christina@jameshawkinsaplc.com
34 9880 Research Drive, Suite 200
35 Irvine, CA 92618
36 Tel.: (949) 387-7200
37 Fax: (949) 387-6676

1 **HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)
2 Sean M. Blakely
phaines@haineslawgroup.com
3 SBlakely@haineslawgroup.com
2155 Campus Drive, Suite 180
4 El Segundo, California 90245
Tel: (424) 292-2350
5 Fax: (424) 292-2355

6 **Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated**
7 **and aggrieved**

8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct.

10 Executed on March 31, 2026 at Los Angeles, California.

11
12 /s/ Jennifer Echeverria
Jennifer Echeverria