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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

DALLAS KELLER, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

v.

BOBCAT CENTRAL, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: STK-CV-UOE-2023-0001968

Assigned for All Purposes to:
Honorable Blanca A. Banuelos
Department 10B

CLASS ACTION

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

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

Hearing Date:
Hearing Time:
Hearing Place: Department 10B

Complaint Filed: February 28, 2023
FAC Filed: January 31, 2024
SAC Filed: December 12, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on _____ at _____, or as soon as the matter may be
2 heard, before the Honorable Blanca A. Banuelos in Department 10B of the San Joaquin County
3 Superior Court located at 180 East Weber Avenue, 2nd Floor, Stockton, California 95202,
4 Plaintiffs Dallas Keller and Joel Rojas (“Plaintiffs,” “Plaintiff Keller,” and “Plaintiff Rojas”) will
5 and hereby do move for an order:

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

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

5
6 Dated: April 28, 2025

JUSTICE LAW CORPORATION

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

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a reversionary proposed wage-and-hour class
3 action settlement by Plaintiffs on behalf of themselves and all current and former hourly-paid or
4 non-exempt employees employed by Defendants Bobcat Central, Inc. and DNF, Inc.
5 (“Defendant”) within the State of California at any time during the period from February 28, 2019,
6 through January 30, 2025 (“Class,” “Class Members,” and “Class Period”). At the time of this
7 filing, the number of Class Members is estimated to be three hundred (300), which was confirmed
8 by Defendant. (Declaration of Douglas Han In Support of Motion for Preliminary Approval of
9 Class Action Settlement (“Han Decl.”), ¶¶ 7, 8.)

10 **II. BACKGROUND**

11 On February 28, 2023, Plaintiff Keller filed a wage-and-hour class action lawsuit in the
12 Superior Court of California, County of San Joaquin, alleging eight (8) causes of action. (Han
13 Decl., *supra*, at ¶ 9.)

14 On September 18, 2023, Plaintiff Rojas provided written notice to the California Labor and
15 Workforce Development Agency. (Han Decl., *supra*, at ¶ 10; Exhibit 3.)

16 On January 31, 2024, Plaintiff Keller filed a First Amended Complaint that added Plaintiff
17 Rojas as a named plaintiff and added a cause of action for violation of Labor code 2698 (PAGA).
18 (Han Decl., *supra*, at ¶ 11; Exhibit 4.)

19 After engaging in discovery, investigations, and negotiations, on October 30, 2024, the
20 Parties remotely attended mediation with the mediator Brandon McKelvey, resulting in the Parties
21 reaching a tentative settlement. (Han Decl., *supra*, at ¶ 12.)

22 In line with the settlement, on December 12, 2024, Plaintiffs filed a Second Amended
23 Complaint that: (1) adjusted the “class” and “aggrieved employees” definitions; and (2) and added
24 Defendant DNF as a named defendant. (Han Decl., *supra*, at ¶ 13; Exhibit 5.)

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III. INVESTIGATION/ LITIGATION HISTORY

a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions

Plaintiffs drafted and propounded form interrogatories, special interrogatories, requests for admission, and requests for production of documents, and Defendant drafted and propounded form interrogatories and requests for production of documents. (Han Decl., *supra*, at ¶ 15.) The Parties responded to the formal discovery requests. (*Ibid.*) The Parties met and conferred and agreed to engage in an informal exchange of information and then remotely attended mediation. (*Ibid.*)

Defendant produced documents relating to the policies, practices, and procedures. (Han Decl., *supra*, at ¶ 16.) Class Counsel also reviewed time records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Putative class members were also located and interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day violations taking place. (*Ibid.*)

Based on the information provided by Defendant and interviews with putative class members, Plaintiffs contend – and Defendant denies – Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failed to factor non-discretionary bonuses into employees' regular rate of pay; (4) failed to reimburse employees for necessary business expenses; (5) issued noncompliant wage statements; and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 18-25.)

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

i. The Parties Attended Mediation Which Led to the Settlement

The Parties remotely attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 26.) Under the auspices of the mediator, the Parties reached a settlement, the terms were memorialized in the Settlement Agreement. (*Id.* at ¶ 26; Exhibits 2, 6.)

ii. The Settlement Was Reached Through Arm's-Length Negotiations

The Settlement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 29.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

1 Plaintiffs and Class Counsel recognize the expense and length of additional proceedings
2 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
3 30.) Plaintiffs and Class Counsel also considered the uncertainty and risk of further litigation,
4 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
5 foregoing, Plaintiffs and Class Counsel believe that the Settlement is a fair, adequate, and
6 reasonable settlement and is in the best interests of Class Members. (*Ibid.*)

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

8 The Parties investigated and evaluated the strengths and weaknesses of the claims and
9 defenses before reaching the Settlement and engaged in research and discovery to support the
10 Settlement. (Han Decl., *supra*, at ¶ 31.) The Settlement was only possible following significant
11 investigation and evaluation of the relevant policies and practices, permitting Class Counsel to
12 engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has
13 reached the stage where the Parties understand “the strength of the case; the reasonableness of the
14 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
15 sufficient to support the Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*,
16 at ¶ 31; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

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

18 **i. Deductions from the Settlement**

19 The Parties agreed that this matter be settled and compromised for the reversionary sum of
20 \$810,000 (“Maximum Settlement Amount”) that includes: (1) attorneys’ fees up to \$283,500 (35%
21 of the Maximum Settlement Amount); (2) attorneys’ costs up to \$25,000; (3) Class Representative
22 Enhancement Payments totaling \$20,000; (4) Claims Administration Costs up to \$15,000; and (5)
23 PAGA Payment up to \$50,000. (Han Decl., *supra*, at ¶ 27.)

24 **ii. Calculating Settlement Payments**

25 The Net Settlement Amount is estimated to be \$416,500. (Han Decl., *supra*, at ¶ 28.) The
26 amount to be distributed to the Claimants will equal at least fifty percent (50%) of the Net
27 Settlement Amount. (*Ibid.*) Any unclaimed amounts above fifty percent (50%) of the Net
28 Settlement Amount will be the exclusive property of Defendant. (*Ibid.*)

1 Claimants will receive a proportionate share of the Net Settlement Amount using the
2 formula set forth in the Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶ 59.) If the
3 total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%)
4 of the Net Settlement Amount, the Claims Administrator will proportionately increase the
5 Individual Settlement Payment for each Claimant to ensure that total Individual Settlement
6 Payments equal fifty percent (50%) of the Net Settlement Amount. (*Id.* at ¶¶ 28, 58, 59(c).) All
7 Individual Settlement Payments will be allocated twenty percent (20%) as wages and eighty
8 percent (80%) as interest and penalties. (*Id.* at ¶ 79.)

9 The portion of the PAGA Payment that is to be paid to each PAGA Aggrieved Employee
10 shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at
11 ¶ 26; Exhibit 2, *supra*, at ¶ 57.) PAGA Aggrieved Employees' portion of the PAGA Payment will
12 be allocated as one hundred percent (100%) penalties. (*Id.* at ¶ 57(c).)

13 **iii. Notice to the Class**

14 Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the
15 Class List to the Claims Administrator. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶ 62.) Within
16 fourteen (14) calendar days of receiving the Class List, the Claims Administrator will mail a Notice
17 Packet with a translation to all Class Members via regular First-Class U.S. Mail, using the most
18 current, known mailing addresses available. (*Id.* at ¶ 63.)

19 **iv. Distribution of Funds**

20 The Maximum Settlement Amount will be funded pursuant to the manner and timeline set
21 forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶¶ 52, 53.)
22 Uncashed settlement checks will be transmitted to California Controller's Unclaimed Property
23 Fund in the name of the Claimant. (*Id.* at ¶ 76.)

24 **v. Release of Claims**

25 Upon the Effective Date and Defendant funding the Maximum Settlement Amount,
26 Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever
27 released, settled, compromised, relinquished, and discharged all Released Claims with respect to
28 the Released Parties. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶¶ 39, 83.)

1 As a condition of the class action settlement, Plaintiffs shall separately provide a general
2 release to the Released Parties. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at ¶ 55(a).)
3 Furthermore, upon the Effective Date and Defendant funding the Maximum Settlement Amount,
4 pursuant to the terms of the Settlement, and solely with respect to the Released Claims, Plaintiffs
5 expressly waive and relinquish any rights or benefits available under the provisions of section 1542
6 of the Civil Code. (*Id.* at ¶ 84.)

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

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

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

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

1 **IV. ARGUMENT**

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

3 Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before
4 final approval, the court must conduct an inquiry into the fairness of the proposed settlement.”
5 (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary
6 approval of class settlements:

- 7 (a) A settlement or compromise of an entire class action, or a cause of action in
8 a class action, or as to a party, requires the approval of the court after
9 hearing.
10 . . .
11 (c) Any party to a settlement agreement may serve and file a written notice of
12 motion for preliminary approval of the settlement. The settlement
13 agreement and proposed notice to class members must be filed with the
14 motion, and the proposed order must be lodged with the motion.

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

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

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

27 ///

28 ² The California Supreme Court has also authorized California’s trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties cite Federal Rule 23 and federal case law in addition to California law.

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

10 **i. The Settlement Amount of \$810,000 Is Fair and Reasonable**

11 The Settlement Agreement was only possible following significant investigation and
12 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in
13 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and
14 potential damages. (Han Decl., *supra*, at ¶ 31.)

15 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
16 pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium
17 wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure
18 to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business &
19 Professions Code section 17200. (Han Decl., *supra*, at ¶ 32.) Defendant vehemently denies the
20 theories of liability. (*Id.* at ¶ 33.)

21 While Plaintiffs believe that the case is suitable for certification, uncertainties with respect
22 to certification are always present. (Han Decl., *supra*, at ¶ 34.) As the California Supreme Court
23 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
24 always a matter of the trial court’s sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
25 *Stores, Inc.* have reached different conclusions concerning certification of wage-and-hour claims.³
26 (*Ibid.*) The calculations for potential damages were discounted.

27 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
28 of class claiming misclassification and ordering summary adjudication in favor of employees],
review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for

1 **ii. The PAGA Payment of \$50,000 Is Reasonable**

2 The provisions of the Labor Code potentially triggering PAGA penalties in this case
3 include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5,
4 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*,
5 at ¶ 43.) Defendant asserted that, regardless of the results of the underlying causes of action, PAGA
6 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained
7 that it had a strong argument it would be unjust to award maximum PAGA penalties given the
8 law’s current unsettled state concerning PAGA penalties. (Han Decl., *supra*, at ¶ 43; *Thurman v.*
9 *Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this
10 authority].) Furthermore, Defendant argued that without stacking and limited to the initial
11 violation, the PAGA penalties would be limited to about **\$17,400** (174 employees x \$100 penalty
12 for initial violation) on the low end and **\$121,800** (174 employees x \$100 penalty for initial
13 violation x 7 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 44-46.)

14 Plaintiffs recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*,
15 at ¶ 47.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*)
16 Allocating \$50,000 to PAGA civil penalties was reasonable given that Defendant is also paying
17 an additional \$760,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in
18 good faith and “there is no indication that [the] amount was the result of self-interest at the expense
19 of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

20 Considering the defenses, supporting evidence, and position that the case is not suitable for
21 class treatment, the Settlement Agreement is reasonable, adequate, and fair.

22 ///

23 _____
24 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
25 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
26 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson’s Inc.* (2006) 141
27 Cal.App.4th 1422 [affirming denial of certification].)

28 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims”.)

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$4,093,991** on the low end and around **\$4,412,426** on the high end. (Han Decl., *supra*, at ¶ 48.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$965,088	70%	60%	\$115,810.56
Meal Break Premiums	\$450,240	60%	60%	\$72,038.40
Overtime/Minimum Wage: Off-the-Clock Work	\$636,870 to \$955,305	50%	50%	\$159,217.50 to \$238,826.25
Regular Rate	\$243,112.93	30%	50%	\$85,089.53
Unreimbursed Business Expenses	\$127,980	30%	70%	\$26,875.80
Wage Statement Penalty	\$461,100	50%	50%	\$115,275
Waiting Time Penalty	\$1,209,600	50%	50%	\$302,400
MAXIMUM TOTAL EXPOSURE	\$4,093,991 to \$4,412,426⁵			\$876,706.79 to \$956,315.54⁶

The realistic recovery for this case is about **\$876,706.79** on the low end and **\$956,315.54** on the high end. (Han Decl., *supra*, at ¶ 56.) The Maximum Settlement Amount is about eighteen percent (18.36%) of the maximum potential exposure and around eighty-four percent (84.70%) of the maximum realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation

⁵ (Han Decl., *supra*, at ¶¶ 35-42.)

⁶ (*Id.* at ¶¶ 49-55.)

1 and avoidance of wasteful and expensive litigation that induce consensual settlements. The
2 proposed settlement is not to be judged against a hypothetical or speculative measure of what
3 might have been achieved by the negotiators”). This settlement is in line with the realistic exposure
4 if Plaintiffs prevailed at trial and provides a significant recovery for the Class.

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

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

11 The Class is ascertainable and numerous as to make it impracticable to join all Class
12 Members, and there are common questions of law and fact that predominate over any questions
13 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 57.) Plaintiffs contend that their
14 claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect
15 the interests of the Class. (*Ibid.*) Plaintiffs assert that the prosecution of separate actions by
16 individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

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

18 “Ascertainability is required in order to give notice to putative class members as to whom
19 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
20 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
21 by describing a set of common characteristics sufficient to allow a member of that group to identify
22 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
23 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
24 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

25 This case involves approximately three hundred (300) Class Members, meaning the Class
26 is sufficiently numerous. (Han Decl., *supra*, at ¶ 58; *Ghazaryan v. Diva Limousine, Ltd.* (2008)
27 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former
28 employees” is sufficiently numerous].)

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

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

11 **1. Common Issues Predominate**

12 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
13 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
14 *Department of Developmental Services, supra*, 155 Cal.App.4th at p. 690.) In other words, courts
15 determine whether the elements necessary to establish liability are susceptible to common proof,
16 even if the class members must individually prove their damages. (*Brinker Restaurant Corp. v.*
17 *Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class
18 certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC*
19 *Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS
20 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.*
21 (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court
22 certified class of dancers on state law claims].)

23 Plaintiffs assert common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 59.) Plaintiffs contend that all Class Members were subject to the
25 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

26 **2. Plaintiffs’ Claims Are Typical of the Class Claims**

27 Typical claims rely on legal theories and facts that are substantially like those of other class
28 members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

1 Plaintiffs are former employees of Defendant and allege that they and Class Members were
2 employed by the same company and injured by the common policies and practices related to the
3 claims described above. (Han Decl., *supra*, at ¶ 60.) Plaintiffs seek relief for these claims and
4 derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment
5 practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

6 **3. Plaintiffs Are Adequate to Represent the Class**

7 Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 61.)
8 Plaintiffs conducted themselves diligently and responsibly in representing the Class, understand
9 the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiffs
10 spent time in meetings and conferences with Class Counsel to provide them with a complete
11 understanding of the work experience and environment. (*Ibid.*) Plaintiffs have no interest adverse
12 to the interests of the other Class Members. (*Ibid.*)

13 **4. Class Action Is Superior for the Fair and Efficient Adjudication** 14 **of this Controversy**

15 A class action is superior to other available means for the fair and efficient adjudication of
16 this controversy. Plaintiffs contend that the joinder of all Class Members is impractical and that
17 class treatment will permit many similarly situated persons to prosecute their common claims for
18 settlement purposes simultaneously in a single forum without the duplication of effort and expense
19 that numerous individual actions would necessitate. Because several Class Members are also
20 current employees, Plaintiffs believe that fear of retaliation further supports the superiority of
21 class-wide relief as this fear often discourages current employees from seeking legal redress.

22 **e. The Settlement Is Fair, Reasonable, and Adequate**

23 In deciding whether to approve a proposed class action settlement under Code of Civil
24 Procedure section 382, the Court must find a proposed settlement is “fair, adequate and
25 reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action
26 settlement is presumed fair under the following circumstances: (1) parties reached settlement after
27 arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the
28 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of

objectors is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements are present herein.

f. Notice to the Class Complies with Rules of Court, Rule 3.769(f)

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

If the court has certified the action as a class action, notice of the final approval hearing must be given to class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.

The Notice Packet will provide: (1) information regarding the nature of the lawsuit; (2) summary of the principal terms; (3) Class definition; (4) total number of workweeks each Class Member worked during the Class Period; (5) each Class Member's estimated settlement payments and formula used to calculate their settlement payments; (6) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes; (7) requirements relating to, and deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection, and written disputes; (8) claims to be released; and (9) date and time of the Final Approval Hearing. (Han Decl., *supra*, at ¶ 66.) The Notice Packet will include the Claim Form, which will provide pertinent employment information. (*Id.* at ¶ 67.)

V. CONCLUSION

Plaintiffs submit that the Settlement is in the best interests of the Class. Plaintiffs also submit that the Settlement should be preliminarily approved by the Court, Class should be conditionally certified for settlement purposes, and Notice Packet should be approved.

Dated: April 28, 2025

JUSTICE LAW CORPORATION

By: 
Douglas Han
Attorney for Plaintiffs

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On April 28, 2025, I served the foregoing document described as

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

for the following case: **Keller, et al. v. Bobcat Central Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-982220-23**
Court Case No.: STK-CV-UOE-2023-0001968
San Joaquin County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on April 28, 2025, at Pasadena, California.



Mariah Anderson