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

LETICIA HAYNES, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

TOWER WAV LLC, a California limited
liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CGC-22-603761

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

Preliminary Approval Hearing:

Date: October 2, 2026

Time: 9:00 a.m.

Dept.: 301

Action Filed: December 30, 2022

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18 David Villatoro
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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on October 2, 2026, at 9:00 a.m., or as soon thereafter
3 as the matter may be heard in Department 301 of the Superior Court of California, County of
4 San Francisco, located at 400 McAllister Street, San Francisco, California 94102, Plaintiffs
5 Leticia Haynes, Ezell Young, Deborah Hooker, Robert White, Frederick Howard, Angel
6 Howard, Carol Martinez, and David Villatoro (collectively “Plaintiffs”) will and hereby do
7 move this Court for an Order:

- 8 1. Granting preliminary approval of the proposed Class Action and PAGA Settlement
9 Agreement (“Settlement”);
- 10 2. Conditionally certifying the proposed Class for settlement purposes only;
- 11 3. Appointing Plaintiffs as the Class Representatives;
- 12 4. Appointing Wilshire Law Firm, PLC, Justice Law Corporation, and The Nourmand
13 Law Firm as Class Counsel;
- 14 5. Appointing Phoenix Class Action Administrators as the Settlement Administrator;
15 and
- 16 6. Setting a final approval hearing date.

17 Pursuant to California Rules of Court, Rule 3.769(d) and (e), this Motion is made on the
18 grounds that the proposed Settlement satisfies all criteria for preliminary approval and falls well
19 within the range of reasonableness. The Settlement was reached through informed, arm’s length
20 bargaining between experienced attorneys with the assistance of an experienced neutral, and
21 Plaintiffs and Plaintiffs’ Counsel will fairly and adequately represent the Class.

22 This Motion is based on this Notice of Motion, the accompanying Memorandum of
23 Points and Authorities, the Declaration of John G. Yslas, the Declaration of Michael Nourmand,
24 the Declaration of Douglas Han, the Declarations of Plaintiffs, and on all records and documents
25 on file, together with such oral and documentary evidence that may be presented at the hearing
26 on this matter.

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Dated: September 4, 2026

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

By: /s/ Courtney M. Miller
Courtney M. Miller
Attorneys for Plaintiffs
Leticia Haynes, Ezell Young, Deborah Hooker,
Robert White, Frederick Howard, and Angel
Howard

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiffs seek preliminary approval of a class action settlement of wage and hour claims, including representative claims brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), against Defendant Tower Wav, LLC (“Defendant”). The proposed Class is defined all persons currently or formerly employed by Defendant Tower WAV, LLC or its wholly-owned subsidiary, Tower EV, LLC, as hourly-paid, non-exempt employees within the State of California (“Class Members”) during the period from December 30, 2020, to October 14, 2024 (“Class Period”). The main terms of the Settlement are as follows:

1. A Gross Settlement Amount of \$1,000,000.00, minus a \$120,000.00 credit for Pick Up Stix settlement payments made to 160 Class Members, with the Net Settlement (\$880,000.00 less deductions)_to be distributed to approximately 3,988 Class Members on a pro rata basis according to the total workweeks worked by each Class Member during the Class Period;
2. Attorneys’ fees of up to one third (1/3) of the Gross Settlement Amount (currently \$333,333.33) and up to \$50,000.00 in reimbursement of litigation costs to Plaintiffs’ Counsel;
3. Class Representative Service Payments of up to \$5,000.00 to each of the named Plaintiffs (\$40,000.00 total);
4. Costs of settlement administration of up to \$31,000.00; and
5. Allocation of \$50,000.00 to PAGA penalties, seventy-five percent (75%) of which (\$37,500.00) will be paid to the Labor and Workforce Development Agency (“LWDA”), and twenty-five percent (25%) of which (\$12,500.00) will be paid to all hourly-paid, non-exempt employees who performed work in California and who are or were formerly employed by Defendant Tower WAV, LLC or its wholly-owned subsidiary, Tower EV, LLC, within the State of California (“Aggrieved Employees”) during the period from October 18, 2022, to October 14, 2024

1 (“PAGA Period”).

2 The Settlement meets all criteria for preliminary approval and falls within the range of
3 reasonableness given the risks and expenses of further litigation. The Settlement was reached
4 through informed, arm’s length bargaining between experienced attorneys with the assistance of
5 an experienced neutral. As such, Plaintiffs request that the Court grant preliminary approval of the
6 Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiffs as the
7 Class Representatives, appoint Plaintiffs’ Counsel as Class Counsel, appoint Phoenix Class Action
8 Administrators (“Phoenix”) as the Settlement Administrator, authorize the Settlement
9 Administrator to administer notice of the Settlement to the Class, and set a final approval hearing
10 date.

11 **II. PROCEDURAL HISTORY**

12 On December 30, 2022, Plaintiff Leticia Haynes (“Plaintiff Haynes”) filed this putative
13 class action against Defendant alleging: (1) failure to pay minimum and straight time wages; (2)
14 failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and
15 permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide
16 accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8)
17 unfair business practices. Declaration of John G. Yslas in Support of Plaintiffs’ Motion for
18 Preliminary Approval of Class Action and PAGA Settlement (“MPA”) (“Instant Action”) (“Yslas
19 Decl.”) at ¶ 3.

20 On June 2, 2023, Plaintiff Carol Martinez (“Plaintiff Martinez”) provided written notice to
21 the LWDA and Defendant of the specific provisions of the Labor Code alleged to have been
22 violated. Yslas Decl. at ¶ 4, Exhibit 1. On August 9, 2023, Plaintiff Martinez filed a putative class
23 and representative PAGA action complaint against Defendant in the Superior Court of California,
24 County of San Francisco, Case No. CGC-23-608253. Yslas Decl. at ¶ 4; Declaration of Douglas
25 Han in Support of Plaintiffs’ MPA (“Han Decl.”) at ¶ 9.

26 On August 25, 2023, Plaintiff Deborah Hooker (“Plaintiff Hooker”) provided written notice
27 to the LWDA and Defendant of the specific provisions of the Labor Code alleged to have been
28 violated. Yslas Decl. at ¶ 5, Exhibit 2.

1 On September 15, 2023, Plaintiffs Haynes and Plaintiff Ezell Young (“Plaintiff Young”)
2 provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code
3 alleged to have been violated, including the facts and theories in support. Yslas Decl. at ¶ 6, Exhibit
4 3. The LWDA did not notify Plaintiff Haynes and Plaintiff Young that it intended to investigate
5 within 65 days of this written notice. Yslas Decl. at ¶ 6.

6 On October 30, 2023, Plaintiff Hooker filed a complaint against Defendant for civil
7 penalties under PAGA in the Superior Court of California, County of San Francisco, Case No.
8 CGC-23-610064. Yslas Decl. at ¶ 7.

9 On November 17, 2023, Plaintiff Haynes and Plaintiff Young filed a separate action against
10 Defendant for civil penalties under PAGA in the Superior Court of California, County of San
11 Francisco, Case No. CGC-23-610504. Yslas Decl. at ¶ 8.

12 On February 8, 2024, Plaintiff David Villatoro (“Plaintiff Villatoro”) provided written
13 notice to the LWDA and Defendant of the specific provisions of the Labor Code alleged to have
14 been violated. Yslas Decl. at ¶ 9. On February 8, 2024, Plaintiff Villatoro filed a putative class
15 action complaint against Defendant in the Superior Court of California, County of Los Angeles,
16 Case No. 24STCV03367. Yslas Decl. at ¶ 9; Declaration of Michael Nourmand in Support of
17 Plaintiffs’ MPA (“Nourmand Decl.”) at ¶ 11.

18 On December 30, 2024, Plaintiff Haynes and Plaintiff Young provided amended written
19 notice to the LWDA and Defendant of the specific provisions of the Labor Code alleged to have
20 been violated. Yslas Decl. at ¶ 10, Exhibit 4. On June 23, 2025, Plaintiff Haynes filed a First
21 Amended Complaint in the Instant Action adding a cause of action for civil penalties under PAGA
22 and adding Plaintiffs Ezell Young, Deborah Hooker, Robert White, Frederick Howard, Angel
23 Howard, Carol Martinez, and David Villatoro, effectively consolidating the actions. Yslas Decl. at
24 ¶ 10.

25 On February 14, 2025, the Parties participated in a private mediation with Tagore
26 Subramaniam. Yslas Decl. at ¶ 11; Han Decl. at ¶ 13; Nourmand Decl. at ¶ 8. With the help of Mr.
27 Subramaniam, the Parties were able reach an agreement at mediation. *Id.* The Parties negotiated
28 the terms of the Settlement over the next several months, which was finalized in July 2026. Yslas

Decl. at ¶ 12, Exhibit 5 (“Settlement Agreement”). On September 4, 2026, Plaintiffs submitted a copy of the Settlement Agreement to the LWDA. *Id.* at ¶ 13, Exhibit 6.

III. SUMMARY OF THE SETTLEMENT TERMS

A. Terms of the Proposed Settlement

The Parties have agreed to settle the claims alleged in this case for a Gross Settlement Amount of \$1,000,000.00 minus a \$120,000.00 credit, resulting in a payment of no more than \$880,000.00 by Defendant for the Gross Settlement Amount. Settlement Agreement at § 2.8. Subject to Court approval, the following payments will be deducted from the Gross Settlement Amount: (1) a Class Representative Service Payment of up to \$5,000.00 to each of the named Plaintiffs (\$40,000.00 total); (2) attorneys’ fees of up to one third (1/3) of the Gross Settlement Amount (currently \$333,333.33) and reimbursement of litigation costs of up to \$50,000.00 to Plaintiffs’ Counsel; (3) costs of settlement administration of up to \$31,000.00 to Phoenix; (4) Individual Class Payments to Class Members; and (5) PAGA Penalties in the amount of \$50,000.00, which will be allocated 75% to the LWDA (\$37,500.00) and 25% to Aggrieved Employees (\$12,500.00). *Id.* at § 2.9, *et seq.* Assuming the court approves all requested deductions, the remaining Net Settlement Amount available for distribution to Class Members is currently estimated to be \$375,666.67. Yslas Decl. at ¶ 26.

Individual Class Payments will be calculated based on the number of Workweeks worked by each Class Member during the Class Period. *Id.* at § 2.9.5. For tax purposes, the Individual Class Payments will be allocated 20% to wages and 80% to penalties, interest, and reimbursement of expenses. *Id.* at § 2.9.5.1. Defendant will separately pay employer payroll taxes owed on the wage positions of the individual class payments separate from the Gross Settlement Amount. *Id.* at § 2.8.

Individual PAGA Payments to Aggrieved Employees will be calculated based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. *Id.* at § 2.9.6.1. For tax purposes, the individual PAGA payments will be allocated 100% to penalties. *Id.* at § 2.9.6.2.

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1 Any deductions not approved by the Court will be retained by the Settlement Administrator
2 in the Net Settlement Amount. *Id.* at §§ 2.9.1, 2.9.2, 2.9.3, 2.9.6.2. Funds from any uncashed checks
3 will be transmitted by the Settlement Administrator to the California Controller's Unclaimed
4 Property Fund in the name of the Class Member. *Id.* at § 3.4.3. None of the Gross Settlement
5 Amount will revert to Defendant. *Id.* at § 2.8.

6 **B. Proposed Settlement Administration**

7 The Parties' proposed Class Notice complies with the requirements of California Rules of
8 Court, Rule 3.766(d). *See* Exhibit A to Settlement Agreement. It provides information regarding
9 the nature of this lawsuit, a summary of the settlement terms, the formula used for calculating
10 individual class and PAGA payments and instructions to dispute the calculations, instructions on
11 how to opt-out of or object to the Settlement, the date, time, and location of the final approval
12 hearing, and the amounts sought for the class representative service payments, attorneys' fees and
13 litigation costs, and settlement administration costs. *See generally, id.* The Class Notice also
14 notifies Class Members that they do not need to submit a claim in order to participate in the
15 Settlement and receive a payment. *See id.* The Settlement Administrator will mail Class Members
16 the Class Notice by first-class mail in English and in Spanish. Settlement Agreement at § 6.4.2.

17 If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail the
18 Class Notice within five (5) calendar days to the forwarding address provided by the U.S. Postal
19 Service, if any. Settlement Agreement at § 6.4.3. If no forwarding address is provided, the
20 Settlement Administrator will conduct a Class Member Address Search and re-mail the Class
21 Notice to the most current address obtained. *Id.* The deadline to opt-out of the Settlement or to
22 submit an objection or dispute will be extended by fourteen (14) days for all Class Members whose
23 Class Notice was remailed. *Id.* at § 6.4.4.

24 **C. Proposed Release**

25 Effective on the date when Defendant fully funds the Gross Settlement Amount and all
26 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
27 Class Members, and Class Counsel will release claims against all Released Parties as follows:

28 ///

1 Released Class Claims:

2 All Participating Class Members will release all claims, rights, demands,
3 liabilities, and causes of action, in law or in equity, arising at any time during the
4 Class Period for the claims brought by Plaintiffs in the Operative Class
5 Complaints, or that could have been brought by Plaintiffs against Defendants in
6 the Operative Class Complaints based on the facts alleged therein, including: Any
7 and all causes of action, claims, rights, damages, punitive or statutory damages,
8 penalties, liabilities, expenses, and losses alleged in the Operative Class
9 Complaints, or that could have been alleged based upon the facts alleged in the
10 operative complaints. Nothing in this Agreement shall release any claims that
11 were not alleged in the Operative Class Complaints or which could not have been
12 alleged based on the facts alleged in the Operative Class Complaints. Nothing in
13 this release shall release or limit any obligation created by this Agreement

14 Settlement Agreement at § 4.2.

15 Released PAGA Claims:

16 The claims released by Aggrieved Employees, including Non- Participating Class
17 Members who are Aggrieved Employees, are all claims for PAGA civil penalties
18 that were alleged or reasonably could have been alleged based on the facts alleged
19 in the Operative PAGA Complaints or alleged in Plaintiffs' respective PAGA
20 Notices to the LWDA (the "Released PAGA Claims"). The Released PAGA
21 Claims are those that accrued during the PAGA Period only. The State of
22 California shall release all and any PAGA claims rights, demands, liabilities,
23 penalties, fines, debts and causes of action, arising from the PAGA claims pled in
24 the Actions or LWDA notices; or that could have been pled in the Actions based
25 on the allegations therein

26 Settlement Agreement at § 4.3.

27 Only Plaintiffs will agree to a general release and a waiver of Civil Code § 1542. Settlement
28 Agreement at §§ 4.1, 4.1.1.

29 **IV. THE PROPOSED SETTLEMENT AGREEMENT MEETS ALL CRITERIA FOR**
30 **PRELIMINARY APPROVAL**

31 **A. Provisional Certification of the Class is Appropriate**

32 Class certification is appropriate when there is: (1) an ascertainable and sufficiently
33 numerous class; (2) a well-defined community of interest among class members; and (3) substantial
34 benefits from certification that render proceeding as a class superior to the alternatives. *Brinker*
35 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1021 (2012). Although courts still need to
36 review and consider each element for certification, a lesser standard can be used to provisionally
37 certify a settlement class. *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th
38 836, 859 (2003).

1 **1. *The Proposed Class is Numerous and Ascertainable***

2 “Ascertainability” is determined by examining the class definition and the size of the class
3 and may also involve examining the means available to identify class members. *Noel v. Thrifty*
4 *Payless, Inc.*, 7 Cal.5th 955, 980-981, 985-986 (2019). As the settlement eliminates the need for
5 trial, “the case management issues inherent in the ascertainable class determination need not be
6 confronted.” *Global Minerals*, 113 Cal.App.4th at 859. Further, under California law, there is no
7 minimum number of class members for maintenance of a class action. *Hendershot v. Ready to Roll*
8 *Transp., Inc.*, 228 Cal.App.4th 1213, 1222 (2014). Class sizes as small as 10 have been permitted.
9 *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981), disapproved on other grounds by *Noel*,
10 7 Cal.5th at 986.

11 The Class here consists of all persons currently or formerly employed by Defendant Tower
12 WAV, LLC or its wholly-owned subsidiary, Tower EV, LLC, as hourly-paid, non-exempt
13 employees within the State of California during the Class Period. *See* Settlement Agreement at §§
14 1.5, 1.13. The Class is also readily ascertainable from Defendant’s business records, because all
15 Class Members are or were employees of Defendant. *Id.* Defendant’s records show there are
16 approximately 3,988 Class Members, making joinder of all Class Members impracticable. Yslas
17 Decl. at ¶ 15.

18 **2. *A Well-Defined Community of Interest Exists***

19 The community of interest requirement embodies three factors: (1) predominant common
20 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
21 (3) class representatives who can adequately represent the class. *Brinker*, 53 Cal.4th at 1021.

22 **a. Common Questions Predominate**

23 In determining whether common issues “predominate,” courts consider both plaintiff’s
24 legal theories and defendant’s affirmative defenses. *Duran v. U.S. Bank Nat’l Ass’n*, 59 Cal.4th 1,
25 28-29 (2014). The “predominate common questions” factor does not require that all class members
26 have identical claims. *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal.4th 522, 530 (2014).
27 Rather, the focus is on whether issues shared by the class members are sufficiently uniform to
28 permit class-wide assessment, and whether individual variations in proof on those issues are

manageable. *Id.*

Plaintiffs have alleged that Defendant maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. Yslas Decl. at ¶ 16. These allegations present common factual and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members are entitled to damages and/or penalties. *Id.* These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendant's designated representative(s), and Class Members' testimony. *Id.* Therefore, the Court can and should exercise its discretion to grant conditional class certification for settlement purposes.

b. Plaintiffs are Typical of the Class

Typicality does not require that the representative plaintiff's claims and those of the class members be identical or perfectly aligned. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 228 (2001), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260 (2018). Typicality does not require that a plaintiff's claims be identical to those of other class members, only that their claims and the defenses applicable to them are sufficiently similar to those of other class members that a named plaintiff is able to adequately represent the class and focus on common issues. *Medrazo v. Honda of North Hollywood*, 166 Cal.App.4th 89, 99 (2008).

Plaintiffs have alleged that they and Class Members were employed by the same Defendant and injured by Defendant's common wage and hour policies and practices, including Defendant's scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies. *See* Yslas Decl. at ¶ 16. Through informal discovery, Plaintiffs confirmed that these challenged policies and practices applied to Plaintiffs and Class Members alike. *See id.* at ¶ 9. Therefore, Plaintiffs' claims and Class Members' claims arise from the same challenged employment policies and practices and are based on the same legal theories.

c. Plaintiffs and Plaintiffs' Counsel Will Adequately Represent the Class

Certification requires adequacy of both the proposed class representative and of the proposed class counsel. Cal. Code Civ. Proc. § 382. “Only a conflict that goes to the very subject matter of the litigation will defeat a party’s claim of representative status.” *Richmond v. Dart Industries*, 29 Cal.3d 462, 470 (1981). Only conflicts that are “irreconcilable” can defeat adequacy. *Nat’l Solar Equip. Owners’ Ass’n v. Grumman Corp.*, 235 Cal.App.3d 1273, 1286 (1991). The proposed representative Plaintiffs and proposed Class Counsel present no such conflict.

Plaintiffs’ interests are coextensive with Class Members’ interests. Declarations of Plaintiffs Leticia Haynes, Ezell Young, Deborah Hooker, Robert White, Frederick Howard, and Angel Howard, in Support of Plaintiffs’ MPA (“Haynes Decl.”, “Young Decl.”, “Hooker Decl.”, “White Decl.”, “F. Howard Decl.”, “A. Howard Decl.”, respectively) at ¶ 6; Declaration of Carol Martinez (“Martinez Decl.”) at ¶¶ 12, 22; Declaration of David Villatoro (“Villatoro Decl.”) at ¶¶ 7-8. Plaintiffs have demonstrated an ability to advocate for the interests of Class Members by initiating this lawsuit, providing information to their attorneys, meeting with their attorneys regarding the claims, making themselves available the day of mediation to answer questions, and reviewing the proposed Settlement. Haynes Decl. at ¶ 11; Young Decl. at ¶ 11; Hooker Decl. at ¶ 11; White Decl. at ¶ 11; F. Howard Decl. at ¶ 11; A. Howard Decl. at ¶ 11; Martinez Decl. at ¶¶ 13-17; Villatoro Decl. at ¶ 6-7.

Likewise, Plaintiffs’ Counsel has expended considerable time and effort on this case and will continue to do so through final approval. *See generally*, Yslas Decl.; Han Decl. at ¶¶ 15-16, 22; Nourmand Decl. at ¶¶ 6-8. Therefore, Plaintiffs should be appointed Class Representatives, and their counsel should be appointed Class Counsel.

3. A Class Action is Superior to a Multitude of Individual Lawsuits

Courts have held that class treatment of wage and hour claims is clearly “superior to the other available methods for the fair and efficient adjudication of the controversy.” *Dean Witter Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 772-773 (1989). This is so because “[p]ublic policy has long favored the ‘full and prompt payment of wages due an employee.’” *Sav-On Drug*

1 *Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, a class action is superior to a
2 multitude of individual lawsuits. Given the size and amount of each Class Member’s claim, Class
3 Members have little incentive to litigate their claims on an individual basis because the out-of-
4 pocket expenses and personal commitment necessary to litigate each claim likely outweigh any
5 potential recovery. Yslas Decl. at ¶ 15. Therefore, a class action is the superior method for seeking
6 relief.

7 **B. The Settlement Meets the Standards for Preliminary Approval**

8 The moving party must demonstrate that “the settlement is fair, adequate and reasonable.”
9 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 126 (2008). “In determining whether a
10 class settlement is fair, adequate, and reasonable, the trial court should consider relevant factors,
11 such as the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
12 litigation, the risk of maintaining class action status through trial, the amount offered in settlement,
13 the extent of discovery completed and the stage of the proceedings, the experience and views of
14 counsel, the presence of a governmental participant, and the reaction of the class members to the
15 proposed settlement.” *Wershba*, 91 Cal.App.4th at 244-245 (internal quotations and citations
16 omitted).

17 **1. The Settlement is Entitled to a Presumption of Fairness**

18 A settlement is entitled to “a presumption of fairness . . . where: (1) the settlement is reached
19 through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel
20 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
21 percentage of objectors is small.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).
22 The Settlement here satisfies the first three factors. Plaintiff will analyze the fourth factor at final
23 approval after Class Members have been notified of the Settlement and provided with an
24 opportunity to object.

25 **a. The Settlement is the Result of Arm’s Length Negotiation**

26 Courts have recognized that the involvement of a respected mediator provides a high degree
27 of assurance that the settlement is the result of arm’s length bargaining. *See Chavez v. Netflix, Inc.*,
28 162 Cal.App.4th 43, 52-53 (2008). The Settlement in this matter was the product of a full-day

1 mediation session with a respected mediator. Yslas Decl. at ¶ 11. The negotiations were
2 adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the
3 interests of their clients. *Id.*

4 *b. Sufficient Investigation and Discovery Have Been Conducted*

5 Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims,
6 applicable law, and potential defenses. Yslas Decl. at ¶ 14. Plaintiffs' Counsel assessed the value
7 to the class claims using the data and documents that Defendant produced in informal discovery,
8 including the number of Class Members; the number of workweeks in the Class Period; the number
9 of pay periods in the PAGA Period; the number of Aggrieved Employees; Plaintiffs' personnel
10 files, time records, and wage records; Defendant's written wage-and-hour policies; Defendant's
11 handbooks, and a sampling of time and payroll records. *Id.*

12 *c. Plaintiffs' Counsel are Experienced in Similar Litigation*

13 Plaintiffs are represented by Wilshire Law Firm, PLC, Justice Law Corporation, and The
14 Nourmand Law Firm. Yslas Decl. at ¶ 1; Han Decl. at ¶ 1; Nourmand Decl. at ¶ 1. Plaintiffs'
15 Counsel has extensive experience litigating wage and hour class actions on behalf of employees.
16 *See* Yslas Decl. at ¶¶ 28-38; Han Decl. at ¶¶ 3-7; Nourmand Decl. at ¶¶ 3-5. Plaintiffs' Counsel
17 has been involved as counsel in numerous class actions that have resulted in millions of dollars in
18 recovery. Yslas Decl. at ¶ 32; Han Decl. at ¶ 3; Nourmand Decl. at ¶ 5.

19 **2. *The Settlement is Reasonable Given the Strengths of Plaintiffs' Claims***
20 ***and the Risks and Expense of Further Litigation***

21 A settlement does not have to provide 100% of the damages sought to be considered fair
22 and reasonable. *See Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1991). Although
23 the exposure Plaintiffs' Counsel calculated is substantial, the various risks at succeeding at class
24 certification and through trial affected the valuation of the claims for settlement purposes. Yslas
25 Decl. at ¶ 17. At mediation, Defendant contended that the vast majority of Class Members had
26 executed arbitration agreements containing class action waivers. *Id.* Additionally, some of the
27 Class Members were recipients of *Pick-Up-Stix* individual settlements and had released all wage
28 and hour claims that had arisen as of the date of such *Pick-Up-Stix* settlements. *Id.*

1 Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage claims
2 were based on the allegation that Defendant required Class Members to perform work duties
3 while off the clock, without compensation. Yslas Decl. at ¶ 18. For example, Plaintiffs alleged
4 that Defendant required them and other Class Members to work off the clock during their meal
5 periods due to Defendant's understaffing. *Id.* Plaintiffs also alleged that Defendant required
6 them and other Class Members to perform lengthy pre-shift procedures off the clock and would
7 require them to go off the clock for a period of time when dropping passengers off at the airport,
8 despite the fact that they were working continuously. *Id.* These allegations were disputed by
9 Defendant. *Id.* For purposes of calculating Defendant's liability based on a best-case scenario for
10 Plaintiffs and the Class, Plaintiffs' Counsel assumed that all unpaid worktime should have been
11 paid at the overtime rate of pay and conservatively estimated that Defendant is liable for one (1)
12 hour of unpaid worktime per workweek. *Id.* This results in potential exposure for this claim of
13 approximately \$1,552,153.68 (55,994 workweeks x \$18.48 average hourly rate of pay x 1
14 hour/workweek x 1.5 overtime rate). Because this claim would have relied heavily on Class
15 Member testimony and would not be evidenced in Defendant's time and payroll records, the risk
16 of succeeding at class certification and trial was substantial. Accordingly, Plaintiffs' Counsel
17 applied a risk discount based on a 40% chance of succeeding at class certification and a 40% chance
18 of succeeding at trial on the merits, yielding a realistic damage estimate of approximately
19 \$248,344.59 (\$1,552,153.68 x 40% x 40%). *Id.*

20 Meal Periods: Plaintiffs' meal period claim was based on the allegation that Defendant
21 failed to provide Class Members with legally compliant meal periods or pay meal period premiums
22 in lieu thereof. Yslas Decl. at ¶ 19. For example, Plaintiffs alleged that Defendant required them
23 and other Class Members to continue working during their recorded meal periods. *Id.* Defendant
24 denied these allegations. *Id.* Additionally, Plaintiffs' Counsel's expert consultant determined there
25 was a 7.8% meal period violation rate for shifts over five (5) hours from the sampling of
26 Defendant's time and payroll records (and 5.7% meal period violation rate for shifts over six (6)
27 hours), where meal periods were short, late, or missed. *Id.* Therefore, potential liability for the
28 meal period claim is approximately \$224,664.28 (155,861 shifts over 5 hours x \$18.48 average

hourly rate x 7.8% violation rate). *Id.* After taking into account the difficulty of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks merit and that meal period variances had explanations, Plaintiffs' Counsel discounted this figure based on a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$44,932.86 ($\$224,664.28 \times 50\% \times 40\%$). *Id.*

Rest Periods: Plaintiffs' rest period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. Yslas Decl. at ¶ 20. For example, Plaintiffs alleged that Defendant failed to provide them and other Class Members with timely uninterrupted rest periods of at least 10 minutes. *Id.* Defendant denied these allegations. *Id.* Based on Plaintiffs' allegations, Plaintiffs' experience working for Defendant, as well as Defendants' written wage-and-hour policies, Plaintiffs' Counsel applied a 100% violation rate to all qualifying shifts during the Class Period. Therefore, Defendant's potential liability for the rest period claim is approximately \$2,985,000.48 (161,526 shifts of 3.5 hours or longer x \$18.48 average hourly rate x 100% violation rate). However, Plaintiffs' Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. *Id.* Because this claim would have relied exclusively on Class Member testimony, Plaintiffs' Counsel discounted this claim based on a 30% chance of succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$179,100.03 ($\$2,985,000.48 \times 30\% \times 20\%$). *Id.*

Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant. Yslas Decl. at ¶ 21. For example, Plaintiffs alleged that Defendants required them and other Class Members to ensure their vehicles were clean for the passengers but failed to provide sufficient cleaning supplies for them to perform this job duty. *Id.* Defendant denied any failure to provide sufficient cleaning products. *Id.* Plaintiffs alleged that because of this, they and other Class Members were forced to regularly purchase disinfectant supplies to use

1 for this purpose, however Defendant failed to reimburse them for this expense. *Id.* For purposes of
2 calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class,
3 Plaintiffs' Counsel estimated that Defendant was liable to each Class Member for \$7.50 per
4 workweek in unreimbursed expenses, for a total amount of approximately \$419,955.00
5 (\$7.50/workweek x 55,994 workweeks). *Id.* However, Defendant argued that these expenses were
6 not required by Defendant, and that it could not have known that these expenses were being
7 incurred as no Class Member requested any reimbursement for them. *Id.* Accordingly, Plaintiffs'
8 Counsel discounted this claim based on a 30% chance of succeeding at class certification and a
9 30% chance of succeeding at trial, yielding a realistic damage estimate of approximately
10 \$37,795.95 (\$419,955.00 x 30% x 30%). *Id.*

11 In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-the-
12 clock claim, meal period violations, and rest period violations (i.e., the wage claims) is
13 approximately \$4.7 million. Yslas Decl. at ¶ 22. However, after factoring in the risk and uncertainty
14 of prevailing at certification and trial, Plaintiffs' Counsel estimates that Plaintiffs' realistic
15 estimated recovery for these non-penalty wage claims is approximately \$472,377.48. *Id.*

16 Derivative Penalties: Plaintiffs alleged that as a result of Defendant's failure to pay all
17 wages owed, Defendant owed waiting time penalties and wage statement penalties. Yslas Decl. at
18 ¶ 23. With respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel
19 estimated that Defendant's realistic potential liability is approximately \$559,292.44. *Id.*
20 Defendant's maximum potential liability for waiting time penalties is approximately
21 \$8,291,190.60 ([1,835 employees x \$18.48 average hourly rate of pay x 8.00 hours/day x 30 days]
22 + [1,835 employees x \$18.48 average hourly rate of pay x 0.10 hours of overtime/day x 1.5
23 overtime rate x 30 days]) based on approximately 1,835 formerly employed Class Members during
24 the 3-year statute of limitations period and an average shift length of 8.10 hours. *Id.* Defendant's
25 maximum potential liability for inaccurate wage statements is approximately \$1,030,350.00
26 ([3,147 employees x 1 initial violation/employee x \$50 for an initial violation] + [(11,877 pay
27 periods - 3,147 initial violations) x \$100 for each subsequent violation]) based on approximately
28 3,147 Class Members who worked during the 1-year statute of limitations period and

1 approximately 11,877 pay periods in that statutory timeframe. *Id.* In light of the foregoing,
2 Plaintiffs' Counsel believes that it would be unrealistic to expect the Court to award the full
3 \$9,321,540.60 in statutory penalties given Defendant's defenses, the contested nature of Plaintiffs'
4 claims, the challenges of establishing willfulness as applicable, and the discretionary nature of
5 penalties. *Id.* Considering that the underlying wage claims are realistically estimated to be
6 approximately \$472,377.48, such a disproportionate award would also raise due process concerns.
7 *Id.* As such, Plaintiffs' Counsel discounted these figures to account for the risk and uncertainty of
8 obtaining class certification and prevailing at trial, resulting in a realistic evaluation of
9 approximately \$497,471.44 for waiting time penalty claims ($\$8,291,190.60 \times 30\% \times 20\%$), and
10 approximately \$61,821.00 for wage statement penalty claims ($\$1,030,350.00 \times 30\% \times 20\%$), or
11 approximately \$559,292.44 total for statutory penalties. *Id.*

12 PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendant's potential
13 exposure could potentially reach \$2,138,600.00, assuming the initial \$100 penalty would apply for
14 each of the estimated 21,386 pay periods in the PAGA Period. Yslas Decl. at ¶ 24. However, even
15 assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties
16 for a variety of reasons, including where to do otherwise would result in an award that is unjust,
17 arbitrary and oppressive, or confiscatory. *Id.* As such, Plaintiffs' counsel discounted this figure to
18 account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of
19 approximately \$213,860.00 for PAGA penalties ($\$2,138,600.00 \times 10\%$). *Id.* The settlement
20 allocates \$50,000.00 of the Gross Settlement Amount to PAGA, therefore the PAGA allocation
21 amounts to 5% of the Gross Settlement Amount and approximately 23% of the realistic maximum
22 damages for PAGA penalties ($\$50,000.00 / \$213,860.00$). *Id.*

23 Using these estimated figures, Plaintiffs' Counsel predicted that the realistic maximum
24 recovery for all claims, including penalties, would be approximately \$1,283,325.87. Yslas Decl. at
25 ¶ 25. This means that the gross settlement figure represents approximately 78% of the estimated
26 realistic maximum recovery ($\$1,000,000.00 / \$1,283,325.87$). *Id.* Considering the risk and
27 uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class.
28 *Id.* Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed

1 relief and will avoid the risk of an unfavorable judgment. *Id.*

2 Based on the figures in the Settlement Agreement, the Net Settlement Amount available for
3 class settlement payments is currently estimated to be \$375,666.67 for approximately 3,988 Class
4 Members. Yslas Decl. at ¶ 26. As a result, each Settlement Class Member would be eligible to
5 receive an average net benefit of approximately \$94.20. *Id.* Based on the estimated Net Settlement
6 Amount available for individual class payments and there being approximately 55,994 workweeks
7 in the Class Period, the estimated weekly valuation for Individual Class Payments is \$6.71
8 (\$375,666.67 / 55,994 workweeks). *Id.*

9 **C. The Requested Service Payments are Reasonable**

10 Plaintiffs seek a Class Representative Service Payment of up to \$5,000.00 per named
11 plaintiff for accepting the responsibilities of representing the interests of the Class and potential
12 costs that were not borne by any other Class Member. Settlement Agreement at § 2.9.1. A named
13 plaintiff is eligible for payment that reasonably compensates the plaintiff for undertaking and
14 fulfilling a fiduciary duty to represent absent class members. *See Cellphone Termination Fee*
15 *Cases*, 186 Cal.App.4th 1380, 1393 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726
16 (2004).

17 Throughout this case, Plaintiffs assisted counsel in providing information necessary to
18 prosecute the claims, meeting with counsel regarding the claims, maintaining regular contact with
19 counsel, making themselves available the day of mediation to answer questions, and reviewing the
20 Settlement to ensure it was fair to the Class, and otherwise remaining actively involved in this
21 litigation. Haynes Decl. at ¶ 11; Young Decl. at ¶ 11; Hooker Decl. at ¶ 11; White Decl. at ¶ 11;
22 F. Howard Decl. at ¶ 11; A. Howard Decl. at ¶ 11; Martinez Decl. at ¶¶ 13-17; Villatoro Decl. at ¶
23 6-7. No action would likely have been taken by Class Members individually and no compensation
24 would have been recovered for them, but for Plaintiffs' services on behalf of the Class. By actively
25 pursuing this action, Plaintiffs furthered the California public policy goal of enforcing the State's
26 wage-and-hour laws. *See Sav-On*, 34 Cal.4th at 340. The requested Class Representative Service
27 Payments are reasonable and should be preliminarily approved. Plaintiffs have provided
28 declarations regarding their work performed to date and will provide additional information as

requested or required by the Court at final approval.

D. The Requested Attorneys' Fees and Costs Are Reasonable

The purpose of an attorneys' fee award in class action litigation is to reward counsel who invested in a case despite the risk of non-payment and achieved a substantial positive result for the class. California courts routinely award attorneys' fees equaling one-third or more of the potential value of the common fund. *See Chavez*, 162 Cal.App.4th at 66, fn. 11 ("Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.").

Plaintiffs seek appointment of Wilshire Law Firm, PLC, Justice Law Corporation, and The Nourmand Law Firm as Class Counsel. The attorneys performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment. Yslas Decl. at ¶ 27; Han Decl. at ¶ 28. Plaintiffs' Counsel seeks preliminary approval for up to one third (1/3) of the Gross Settlement Amount in attorneys' fees, currently estimated to be \$333,333.33, and up to \$50,000.00 in reimbursement of litigation costs. Given the work performed in this matter, the extensive information exchange, and the substantial recovery obtained on behalf of the Class, Plaintiffs' Counsel achieved a settlement through efficient and diligent work. *See generally*, Yslas Decl. At final approval, Plaintiffs' Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs.

E. The Administration Costs Are Reasonable

The Parties have agreed upon using Phoenix to administer this Settlement. Settlement Agreement at §§ 1.2, 6.1. Plaintiffs seek preliminary approval of \$31,000.00 for Phoenix to administer this Settlement pursuant to Phoenix's will-not-exceed bid. *See* Yslas Decl. at ¶ 41, Exhibit 7. The services covered by this payment are extensive and necessary to carry out the Settlement administration.

V. CONCLUSION

The Parties have negotiated a fair and reasonable settlement of the class claims in light of the risks presented in this case. Plaintiffs have presented the materials and information necessary to demonstrate that the requirements for preliminary approval have been met, and therefore

1 respectfully requests that the Court preliminarily approve the Settlement and schedule a date for
2 the final approval hearing.

3
4 Respectfully submitted,

5 Dated: September 4, 2026

WILSHIRE LAW FIRM, PLC

6
7 By: /s/ Courtney M. Miller

Courtney M. Miller

8 Attorneys for Plaintiffs

9 Leticia Haynes, Ezell Young,

Deborah Hooker, Robert White,

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