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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ROLANDA GREENE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

BABY LIST, INC., a Delaware corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 23CV008654
[Consolidated With 23CV013906]

Assigned for All Purposes to:
Honorable Jill Talley
Department 23

CLASS ACTION

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

[Reservation ID: A-08564-001]

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

Hearing Date: July 25, 2025
Hearing Time: 9:00 a.m.
Hearing Place: Department 23

ROLANDA GREENE, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act (“PAGA”);

Plaintiff,

v.

BABY LIST, INC., a Delaware corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No. 23CV013906
[Consolidated With Case No. 23CV008654]

Complaint Filed: December 21, 2023

Trial Date: Trial Date

1 **PLEASE TAKE NOTICE** that on July 25, 2025, at 9:00 a.m., or as soon as the matter
2 may be heard, before the Honorable Jill Talley in Department 23 of the Sacramento County
3 Superior Court located at 720 9th Street, Sacramento, California 95814, Plaintiff Roland Greene
4 (“Plaintiff”) will and hereby does move for an order:

- 5 • Granting Preliminary Approval of the class action settlement described herein
6 and as set forth in the Class Action and PAGA Settlement Agreement
7 (“Settlement Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit**
8 **2** to the Declaration of Douglas Han, including, and not limited to, the means
9 of allocation and distribution of funds;
- 10 • Approving the Court Approved Notice of Class Action Settlement and Hearing
11 Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the
12 Settlement Agreement;
- 13 • Directing the mailing of the Class Notice with a postage-paid return envelope
14 to the Class;
- 15 • Approving the proposed deadlines for the settlement administration process;
- 16 • Conditionally certifying the Class for settlement purposes only;
- 17 • Appointing Justice Law Corporation as Class Counsel;
- 18 • Approving ILYM Group, Inc. as the Administrator;
- 19 • Appointing Plaintiff as the class representative; and
- 20 • Scheduling a hearing to consider whether to grant Final Approval of the
21 Settlement Agreement, at which time the Court will also consider whether to
22 grant Final Approval of the requests for the Class Counsel Fees Payment, Class
23 Counsel Litigation Expenses Payment, Class Representative Service Payment,
24 Administration Expenses Payment, and approval of the allocation of the Private
25 Attorney General Act of 2004 (“PAGA”) Penalties.

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1 Pursuant to Local Rule 1.06(A), the court will make a tentative ruling on the merits of this
2 matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings
3 for the department may be downloaded off the court's website. If the party does not have online
4 access, they may call the dedicated phone number for the department as referenced in the local
5 telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the
6 hearing and receive the tentative ruling. If you do not call the court and the opposing party by 4:00
7 p.m., the court day before the hearing, no hearing will be held.

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

12 Dated: May 15, 2025

JUSTICE LAW CORPORATION

13 By: 
14 Douglas Han
15 *Attorneys for Plaintiff*
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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary wage-and-hour class action
3 settlement by Plaintiff on behalf of herself and all current and former hourly-paid or non-exempt
4 employees of Defendant within the State of California at any time during the period from
5 September 18, 2019, through May 6, 2025 or the date of preliminary approval, whichever date is
6 earlier (“Class,” “Class Members,” and “Class Period”). At the time of this filing, the number of
7 Class Members is estimated to be one hundred sixty (160), as confirmed by Defendant.
8 (Declaration of Douglas Han In Support of Motion for Preliminary Approval of Class Action
9 Settlement (“Han Decl.”), ¶¶ 8, 9.)

10 **II. BACKGROUND**

11 On September 18, 2023, Plaintiff filed a wage-and-hour class action lawsuit against
12 Defendant in the Superior Court of California, County of Sacramento, alleging eight (8) causes of
13 action (Case No. 23CV008654). (Han Decl., *supra*, at ¶ 10.)

14 On September 15, 2023, Plaintiff provided written notice to the California Labor and
15 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 11; Exhibits 3, 4.)

16 On December 21, 2023, Plaintiff filed a representative PAGA action against Defendant in
17 the Superior Court of California, County of Sacramento (Case No. 23CV013906). (Han Decl.,
18 *supra*, at ¶ 12; Exhibit 5.)

19 After engaging in discovery, investigations, and negotiations, the Parties eventually
20 reached a global settlement in March 2025. (Han Decl., *supra*, at ¶ 13.)

21 In line with the settlement, the Parties stipulated to consolidate both lawsuits and
22 designated the wage-and-hour class action lawsuit as the lead case. (Han Decl., *supra*, at ¶ 14.)

23 **III. INVESTIGATION/ LITIGATION HISTORY**

24 **a. Discovery, Investigation, and Conflicting Positions**

25 After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 16.)
26 Plaintiff drafted and propounded form interrogatories, special interrogatories, requests for
27 admission, and requests for production of documents. (*Ibid.*) The Parties then conducted informal
28 discovery, investigations, and negotiations, assessing the strengths and weaknesses of the claims

1 and defenses, before reaching a settlement. (Han Decl., *supra*, at ¶ 16.)

2 Defendant produced documents relating to its policies, practices, and procedures. (Han
3 Decl., *supra*, at ¶ 17.) As part of Defendant’s production, Plaintiff reviewed time records, pay
4 records, and information relating to the size and scope of the Class. (*Ibid.*) Putative class members
5 were also located and interviewed to attain a better understanding of the extent and frequency of
6 the alleged day-to-day violations. (*Ibid.*)

7 Based on the information provided by Defendant and interviews with putative class
8 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees
9 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
10 failed to reimburse employees for necessary business expenses; (4) issued noncompliant wage
11 statements; and (5) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 19-25.)

12 **b. The Parties Were Able to Reach a Settlement of the Action**

13 **i. The Settlement Was Reached as a Result of Arm’s-Length Negotiations**

14 The Parties have discussed the risks of continued litigation, certification, and merits of the
15 claims versus the benefits of settlement. (Han Decl., *supra*, at ¶ 26.) Following informal discovery,
16 investigations, and negotiations, the Parties reached a settlement, the terms were memorialized in
17 the Settlement Agreement. (*Id.* at ¶ 26; Exhibits 2, 6.)

18 The Settlement Agreement was reached because of arm’s-length negotiations and were
19 conducted in an adversarial and non-collusive manner. (Han Decl., *supra*, at ¶ 29.) After evaluating
20 the pros and cons of settling, the Parties ultimately agreed that the benefits of a settlement
21 outweighed the risks of further litigation. (*Ibid.*) Plaintiff and Class Counsel also evaluated the
22 uncertainties and risks associated with further legal proceedings, possible outcomes, and inherent
23 challenges and delays of such litigation. (*Id.* at ¶ 30.) Based on the foregoing, Plaintiff and Class
24 Counsel believe that the Settlement Agreement is a fair, adequate, and reasonable resolution, and
25 is in the best interests of the Class Members. (*Ibid.*)

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1 **ii. The Settlement Is the Result of Thorough Investigation and Discovery**

2 The Parties investigated and assessed the strengths and weaknesses of their respective
3 claims and defenses prior to reaching a settlement. (Han Decl., *supra*, at ¶ 31.) The settlement was
4 achieved after the investigation and evaluation of pertinent policies and practices, along with the
5 data produced. (*Ibid.*) Thus, this case has reached the stage where the Parties understand “the
6 strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation,
7 and in light of the best possible recovery” sufficient to support the Settlement Agreement’s
8 reasonableness, adequacy, and fairness. (Han Decl., *supra*, at ¶ 31; *Boyd v. Bechtel Corp.*
9 (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

10 **c. Terms of the Settlement**

11 **i. Deductions from the Settlement**

12 The Parties agreed that (subject to the Court’s approval) this matter be settled and
13 compromised for the non-reversionary sum of \$130,000 (“Gross Settlement Amount”) which
14 includes: (1) Class Counsel Fees Payment up to \$45,500 (35% of the Gross Settlement Amount);
15 (2) Class Counsel Litigation Expenses Payment up to \$10,000; (3) Class Representative Service
16 Payment up to \$7,500; (4) Administration Expenses Payment up to \$10,000; and (5) PAGA
17 Penalties up to \$7,500. (Han Decl., *supra*, at ¶ 27.)

18 **ii. Calculating Settlement Payments**

19 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
20 that \$49,500 (“Net Settlement Amount”) will be paid to Participating Class Members – with a
21 gross *average* Individual Class Payment estimated at \$309.38. (Han Decl., *supra*, at ¶ 28.)

22 The Participating Class Members will receive a proportionate share of the Net Settlement
23 Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26;
24 Exhibit 2, *supra*, at § C(2)(e).) Individual Class Payments will be allocated twenty percent (20%)
25 to the settlement of wage claims and eighty percent (80%) to the settlement of claims for interests
26 and penalties. (*Id.* at § C(2)(e)(i).)

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1 The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be
2 determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26;
3 Exhibit 2, *supra*, at § C(2)(d)(i).) Individual PAGA Payments will be allocated as one hundred
4 percent (100%) penalties. (*Id.* at § C(2)(d)(ii).)

5 **iii. Notice to the Class**

6 No later than fourteen (14) calendar days after the Court grants Preliminary Approval of
7 the Settlement, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶
8 26; Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the
9 Class Data, the Administrator will send the Class Notice with a translation to all Class Members
10 identified in the Class Data via first-class mail. (*Id.* at § G(4)(c).)

11 **iv. Distribution of Funds**

12 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
13 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at §§ D(2), D(3).)
14 Uncashed settlement checks will be cancelled and transmitted to the California Controller's
15 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

16 **v. Release of Claims**

17 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
18 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
19 Participating Class Members, on behalf of themselves and their former and present representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
21 the Released Class Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(2).)

22 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
23 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
24 Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed
25 to release, on behalf of themselves and their former and present representatives, agents, attorneys,
26 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
27 Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(3).)

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Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiff's Release. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(1).) Furthermore, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Id.* at § E(1)(a).)

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

d. Counsel for Both Parties Are Experienced in Similar Litigation

The Parties' counsel are experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted many cases on behalf of employees for Labor Code violations and are qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and viability of defenses. (*Ibid.*) Experience advised Class Counsel on the risks and uncertainties of further litigation and informed them of their decision to endorse the Settlement Agreement.¹ (*Ibid.*)

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¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Class Notice 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 (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 (c) Any party to a settlement agreement may serve and file a written notice of
11 motion for preliminary approval of the settlement. The settlement
12 agreement and proposed notice to class members must be filed with the
13 motion, and the proposed order must be lodged with the motion.

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

18 **b. The Settlement Is a Reasonable Compromise of Claims**

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

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28 ² The California Supreme Court has authorized California’s trial courts to use Federal Rule
23 and cases applying it for guidance in considering class issues. (*Vasquez v. Superior Court*
(1971) 4 Cal.3d 800, 821; *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 \$130,000 Is Fair and Reasonable**

11 The settlement was achieved after the investigation and evaluation of pertinent policies and
12 practices, along with the data produced, as referenced in Section III above, permitting Class
13 Counsel to engage in an analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 31.)

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

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

26 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
27 of class claiming misclassification and ordering summary adjudication in favor of employees],
28 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440

1 **ii. The PAGA Penalties of \$7,500 Are Reasonable**

2 The provisions of the Labor Code potentially triggering PAGA penalties include Labor
3 Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a)-(c), 226.3, 226.7, 246, 432.5, 510,
4 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802. (Han Decl.,
5 *supra*, at ¶ 42.) Defendant asserted that, regardless of the results of the underlying causes of action,
6 PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also
7 maintained that it had a strong argument that it would be unjust to award maximum PAGA
8 penalties given the law’s current unsettled state. (Han Decl., *supra*, at ¶ 42; *Thurman v. Bayshore*
9 *Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)
10 Furthermore, Defendant argued that without stacking and limited to the initial violation, the PAGA
11 penalties would be limited to about **\$3,600** (36 employees x \$100 penalty for initial violation) on
12 the low end and **\$21,600** (36 employees x \$100 penalty for initial violation x 6 theories of recovery)
13 on the high end. (Han Decl., *supra*, at ¶¶ 43-45.)

14 Plaintiff recognized that the risk that any PAGA award could be reduced. (Han Decl.,
15 *supra*, at ¶ 46.) Many of the causes of action brought were also duplicative of the statutory claims.
16 (*Ibid.*) Allocating \$7,500 to PAGA civil penalties was reasonable given that Defendant is also
17 paying an additional \$122,500 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated
18 in good faith and “there is no indication that [the] amount was the result of self-interest at the
19 expense of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

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23
24 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
25 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson’s Inc.* (2006) 141
26 Cal.App.4th 1422 [affirming denial of certification].)

27 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
28 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, and assuming certification and prevailing at trial, the total estimated potential exposure would be about **\$809,257.11** on the low end and around **\$843,064.59** on the high end. (Han Decl., *supra*, at ¶ 47.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$108,183.92	70%	60%	\$12,982.07
Meal Break Premiums	\$216,367.84	60%	60%	\$34,618.85
Overtime/Minimum Wage: Off-the-Clock Work	\$67,614.95 to \$101,422.43	50%	50%	\$16,903.74 to \$25,355.61
Unreimbursed Business Expenses	\$28,660	30%	70%	\$6,018.60
Wage Statement Penalty	\$66,600	50%	50%	\$16,650
Waiting Time Penalty	\$321,830.40	50%	50%	\$80,457.60
MAXIMUM TOTAL EXPOSURE	\$809,257.11 to \$843,064.59⁵			\$167,630.86 to \$176,082.73⁶

The realistic recovery for this case is about **\$167,630.86** on the low end and **\$176,082.73** on the high end. (Han Decl., *supra*, at ¶ 54.) The Gross Settlement Amount is about fifteen percent (15.42%) of the maximum potential exposure and around seventy-four percent (73.83%) of the maximum realistic exposure at trial, which is a reasonable 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 ¶¶ 35-41.)

⁶ (*Id.* at ¶¶ 48-53.)

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 Plaintiff had prevailed at trial and provides a significant recovery for the Class Members.

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 ¶ 55.) Plaintiff contends that her
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.*) Plaintiff asserts that the prosecution of separate actions by
16 individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

17 **i. The 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 class must also be sufficiently numerous.
24 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

25 This case involves approximately one hundred sixty (160) Class Members, meaning that
26 the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 56.) All Class Members can and will be
27 identified by the Administrator through a review of Defendant’s employment records regarding
28 hourly-paid, non-exempt persons employed during the Class Period. (*Ibid.*)

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).) The courts focus on the defendant’s internal policies and “pattern and practice . . . in
9 order 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 Plaintiff asserts that common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 57.) Plaintiff contends that all Class Members were subject to the
25 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

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Plaintiff is a former employee of Defendant and alleges that she and the Class Members were employed by the same company and injured by the common policies and practices related to the claims described above. (Han Decl., *supra*, at ¶ 58.) Plaintiff seeks relief for these claims and derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 59.) Plaintiff conducted herself diligently and responsibly in representing the Class, understands the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Plaintiff also has no interest that is adverse to the interests of the other Class Members. (*Ibid.*)

A class action is an efficient way to resolve this dispute. Plaintiff argues that joining all the Class Members individually is impractical and that class treatment allows many people with similar claims to pursue settlement together, saving significant effort and expense. Due to some of the Class Members being current employees of Defendant, Plaintiff believes that the fear of retaliation further supports the superiority of class-wide relief. This is because the fear of retaliation often prevents current employees from seeking legal redress independently.

In deciding whether to approve a class action settlement under Code of Civil Procedure section 382, the Court must find that a settlement is “fair, adequate and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A class action settlement is presumed fair under the following circumstances: (1) parties reached settlement after arm’s-length negotiations;

(2) investigation and discovery were sufficient to allow counsel and the 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.

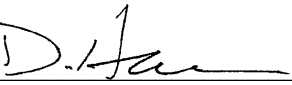
The Class Notice meets all these requirements. The Class Notice advises the Class Members of their right to participate in the Settlement, how and when to object to or request exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

V. CONCLUSION

Plaintiff submits the Settlement is in the best interests of the Class. Under the applicable class action criteria and guidelines, the Settlement should be preliminarily approved, Class should be conditionally certified for settlement purposes, and Class Notice should be approved.

Dated: May 15, 2025

JUSTICE LAW CORPORATION

By: 
Douglas Han
Attorneys for Plaintiff

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On May 15, 2025, I served the foregoing document described as

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

[X] BY ELECTRONIC SUBMISSION

[X] STATE

Executed on May 15, 2025, at Pasadena, California.

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