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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RAUL SARINANA, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

v.

M.A.T. PARCEL EXPRESS, INC. d/b/a
MAT EXPRESS, a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 22STCV30465

Assigned for All Purposes to:
Honorable Maren Nelson
Department 17

CLASS ACTION

**PLAINTIFFS' 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**

[Declaration of Proposed Class Counsel (Douglas Han); Declaration of Defense Counsel (Adam R. Rosenthal); Declaration of Defendant (Alan "Matt" Eggert); Declaration of Proposed Class Representative (Raul Sarinana); Declaration of Proposed Class Representative (Rodolfo Sanchez); Declaration of Jodey Lawrence; and [Proposed] Order filed concurrently herewith]

Hearing Date: April 3, 2024
Hearing Time: 9:00 a.m.
Hearing Place: Department 17

Complaint Filed: September 19, 2022
FAC Filed: November 27, 2023
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on April 3, 2024 at 9:00 a.m., or as soon as the matter
2 may be heard, before the Honorable Maren Nelson in Department 17 of the Los Angeles County
3 Superior Court (Spring Street Courthouse) located at 312 North Spring Street, Los Angeles,
4 California 90012, Plaintiffs Raul Sarinana and Rodolfo Sanchez (“Plaintiff”) will and hereby do
5 move for an order:

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

1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); Declaration of Proposed Class
3 Representative (Raul Sarinana); Declaration of Proposed Class Representative (Rodolfo
4 Sanchez); Declaration of Defense Counsel (Adam R. Rosenthal); Declaration of Defendant (Alan
5 “Matt” Eggert); Declaration of Jodey Lawrence; [Proposed] Order filed concurrently with this
6 motion; pleadings and other records on file with the Court in this matter; and such documentary
7 evidence and oral argument as may be presented at the hearing on this motion.

8
9 Dated: December 15, 2023

JUSTICE LAW CORPORATION

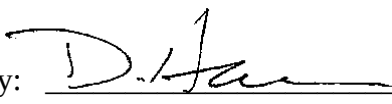
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11 By: 
12 Douglas Han
13 Attorneys for Plaintiffs
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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary \$375,000 proposed wage-
3 and-hour class action settlement by Plaintiffs on behalf of themselves and all individuals who
4 worked for Defendant M.A.T. Parcel Express, Inc. d/b/a MAT Express as non-exempt employees
5 in California at any time during the Class Period (“Class,” “Class Members,” or “Settlement Class
6 Members”). The Class Period is the period from September 19, 2018 to November 30, 2023. The
7 Class excludes any former non-exempt employees who previously entered into settlement or
8 severance agreements with Defendant. At this time, the number of Class Members is estimated
9 to be 303. (Declaration of Douglas Han (“Han Decl.”), ¶ 8.)

10 **II. BACKGROUND**

11 On September 19, 2022, Plaintiff Sarinana filed a wage-and-hour class action lawsuit
12 against Defendant in the Superior Court of California, County of Los Angeles, alleging nine
13 causes of action (the “Action”). (Han Decl., *supra*, at ¶ 10.)

14 After engaging in discovery and investigation, on August 18, 2023, the Parties attended
15 mediation on Plaintiffs’ claims with mediator Deborah Crandall Saxe, Esq. (Han Decl., *supra*, at
16 ¶ 11.) Following the conclusion of the mediation, the mediator made a proposal for settlement of
17 the Action, which the Parties accepted on September 5, 2023. (*Ibid.*)

18 In line with the settlement, on September 11, 2023, Rodolfo Sanchez provided written
19 notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant.
20 (Han Decl., *supra*, at ¶ 12.)

21 On November 27, 2023, Plaintiff Sarinana filed a First Amended Complaint (“FAC”), (1)
22 amending the class definition; (2) adding Rodolfo Sanchez as a named plaintiff; and (3) adding a
23 cause of action for violation of PAGA. (Han Decl., *supra*, at ¶ 13.)

24 **III. INVESTIGATION/ LITIGATION HISTORY**

25 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

26 After Plaintiff Sarinana initiated this lawsuit, the Parties engaged in discovery. (Han Decl.,
27 *supra*, at ¶ 15.) Specifically, Plaintiff Sarinana propounded one set of special interrogatories, one
28 set of requests for production of documents, one set of form interrogatories – general, and one set

1 of requests for admission. (Han Decl., *supra*, at ¶ 15.) Defendant responded to Plaintiff Sarinana's
2 discovery requests. (*Ibid.*) Thereafter, the Parties agreed to attend mediation and to exchange any
3 additional information informally. (*Ibid.*)

4 Prior to mediation, the Parties conducted significant investigation and discovery of the
5 relevant facts and law. (Han Decl., *supra*, at ¶ 16.) Defendant produced documents relating to its
6 wage-and-hour policies, practices, and procedures. (*Ibid.*) Defendant also assembled and
7 produced, and Plaintiffs reviewed, a random sampling of time and pay records, information
8 relating to the size and scope of the Class, and data permitting Plaintiffs to understand the number
9 of workweeks and pay periods in the Class Period. (*Ibid.*) Class Counsel also interviewed putative
10 class members to attain a better understanding of the extent and frequency of the alleged
11 violations and the day-to-day circumstances giving rise to these violations. (*Ibid.*)

12 Based upon the information provided by Defendant and interviews with putative class
13 members, Plaintiffs contend – and Defendant denies – that Defendant: (1) failed to provide
14 employees with legally mandated rest and meal breaks; (2) failed to pay employees for all hours
15 worked; (3) failed to properly calculate and pay overtime and premium wages and sick pay; (4)
16 failed to reimburse employees for necessary business expenses; (5) issued noncompliant wage
17 statements; and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 18-24.)

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

19 **i. Parties Attended Mediation Which Led to the Settlement Agreement**

20 The Parties attended mediation on August 18, 2023. (Han Decl., *supra*, at ¶ 26.) Under
21 the auspices of the mediator, the Parties reached an agreement on settlement September 5, 2023,
22 the terms of which were memorialized in the Agreement. (*Ibid.*; Exhibit 2.)

23 **ii. The Settlement Was Reached as a Result of Arm's-length Negotiations**

24 The Settlement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶
25 39.) Though cordial and professional, the settlement negotiations have always been adversarial
26 and non-collusive in nature. (*Ibid.*) At the mediation, both Parties' counsel conducted extensive
27 arm's-length settlement negotiations, which ultimately resulted in agreement to settle the Action.
28 (*Ibid.*)

1 Plaintiffs and Class Counsel believe in the merits of the Action but also recognize the
2 expense and length of additional proceedings necessary to continue the litigation. (Han Decl.,
3 *supra*, at ¶ 40.) Plaintiffs and Class Counsel considered the uncertainty and risk of further
4 litigation, potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based
5 on the foregoing, Plaintiffs and Class Counsel believe the Settlement is a fair, adequate, and
6 reasonable settlement and is in the Class Members’ best interests. (*Ibid.*)

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

8 The Parties thoroughly investigated and evaluated the factual strengths and weaknesses
9 of the Parties’ claims and defenses before reaching the Settlement and engaged in sufficient
10 investigation, research, and discovery to support the Settlement. (Han Decl., *supra*, at ¶ 41.) The
11 Settlement was only possible following significant investigation and evaluation of the relevant
12 policies and procedures and the data produced for the putative class, which permitted Class
13 Counsel to engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This
14 case has also reached the stage where “the Parties certainly have a clear view of the strengths and
15 weaknesses of their cases” sufficient to support the reasonableness, adequacy, and fairness of the
16 Settlement. (*Ibid.*; *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 Action be settled and compromised for the non-reversionary
20 total sum of \$375,000 (“Gross Settlement Amount”), which includes: (a) Class Counsel Fees
21 Payment not to exceed \$131,250 (35% of the Gross Settlement Amount); (b) Class Counsel
22 Litigation Expenses Payment not to exceed \$20,000; (c) Class Representative Service Payments
23 not to exceed \$7,500 to each Plaintiff; (d) Administration Expenses Payment not to exceed
24 \$12,000; and (e) PAGA Penalties in the amount of \$20,000. (Han Decl., *supra*, at ¶ 27.)

25 **ii. Calculation of Settlement Payments**

26 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
27 \$176,750 (“Net Settlement Amount”) will be distributed to Participating Class Members – with
28 an *average* gross Individual Class Payment of \$583.33. (Han Decl., *supra*, at ¶ 28.)

1 The Administrator will calculate and pay Individual Class Payments using the formula set
2 forth in the Agreement. (Han Decl., *supra*, at ¶ 29.) Individual Class Payments will be allocated
3 twenty percent (20%) to settlement of wage claims (the “Wage Portion”) and eighty percent
4 (80%) to settlement of claims for interest and penalties (the “Non-Wage Portion”). (*Ibid.*)
5 Defendant will pay all Employer Paid Taxes owed on the Wage Portions of the Individual Class
6 Payments separately from the Gross Settlement Amount. (*Ibid.*)

7 The Administrator will calculate and pay Individual PAGA Payments using the formula
8 set forth in the Agreement. (Han Decl., *supra*, at ¶ 30.) Aggrieved Employees assume full
9 responsibility and liability for any taxes owed on their Individual PAGA Payment. (*Ibid.*)

10 **iii. Notice to the Class**

11 No later than 30 days after the Court grants Preliminary Approval of the Settlement,
12 Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 31.)

13 No later than 14 days after receiving the Class Data, the Administrator will send to all
14 Class Members identified in the Class Data, via First-Class USPS mail, the Class Notice. (Han
15 Decl., *supra*, at ¶ 32.)

16 **iv. Distribution of Funds**

17 Defendant shall fully fund the Gross Settlement Amount and Employer Paid Taxes by
18 transmitting the funds to the Administrator no later than 14 days after the Effective Date. (Han
19 Decl., *supra*, at ¶ 33.) Within 14 days after Defendant funds the Gross Settlement Amount, the
20 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
21 the LWDA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
22 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
23 (*Ibid.*)

24 Participating Class Members and Aggrieved Employees must cash in their settlement
25 checks within 180 days after their date of mailing. (Han Decl., *supra*, at ¶ 34.) The Administrator
26 will cancel all checks not cashed by the void date and will transmit the funds represented by such
27 checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.
28 (*Ibid.*)

1 **v. Release of Claims**

2 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
3 Employer Paid Taxes, the Participating Class Members will release the Released Parties from the
4 Released Class Claims. (Han Decl., *supra*, at ¶ 35.)

5 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
6 Employer Paid Taxes, the Aggrieved Employees will release the Released Parties from the
7 Released PAGA Claims. (Han Decl., *supra*, at ¶ 36.)

8 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
9 Employer Paid Taxes, Plaintiffs and their respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
11 the Released Parties from all claims arising from or related to the Action (“Plaintiffs Release”).
12 (Han Decl., *supra*, at ¶ 37.) Plaintiffs expressly waive and relinquish the provisions, rights, and
13 benefits, if any, of section 1542 of the California Civil Code. (*Ibid.*)

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

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

23 Both Parties’ counsel are experienced in wage-and-hour employment law and class
24 actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases
25 on behalf of employees for Labor Code violations and are experienced and qualified to evaluate
26 the class claims, the advantages and disadvantages of settlement versus trial, and the viability of
27 the defenses. (Han Decl., at ¶¶ 2-7; Exhibit 1.) Class Counsel’s experience also guided their
28

determination to endorse the proposed Settlement.¹ (Han Decl., at ¶¶ 2-7; Exhibit 1.)

IV. ARGUMENT

a. Class Action Settlements Are Subject to Court Review

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

(a) A settlement or compromise of an entire class action, or a cause of action in a class action, or as to a party, requires the approval of the court after hearing.

...
(c) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.

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

b. The Proposed Settlement Is a Reasonable Compromise of Claims

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

¹ The final factor mentioned in *Dunk v. Motor Co.* (1996) 48 Cal.App.4th 1794 – the number of objectors – is not determinable until the Class Notice has been provided to the Class Members, 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.

² The California Supreme Court 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.

for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar*, at p. 129; see also *Munoz*, at p. 409.)

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

i. The Settlement Amount of \$375,000 Is Fair and Reasonable

The Settlement was only possible following significant investigation and evaluation of the relevant policies and procedures and the data produced for the putative class, referenced in Section III above, which permitted Class Counsel to engage in a comprehensive analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 41.)

This investigation and evaluation informed Plaintiffs’ central theories of liability. (Han Decl., *supra*, at ¶ 42.) Plaintiffs’ claims are predicated on Defendant’s alleged: (a) failure to properly calculate and pay overtime wages; (2) failure to provide compliant meal and rest breaks and pay applicable premiums; (3) failure to pay minimum wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to reimburse business expenses; (7) violation of Labor Code section 2698, *et seq.* (PAGA); and (8) violation of Business & Professions Code section 17200, *et seq.* (*Ibid.*) Defendant vehemently denies Plaintiffs’ theories of liability. (*Id.* at ¶ 43.)

While Plaintiffs believe the case is suitable for certification, uncertainties with respect to certification are always present. (Han Decl., *supra*, at ¶ 44.) As the California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is always a matter of the trial court’s sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*

Stores, Inc. have reached different conclusions concerning certification of wage-and-hour claims.³ (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319.) These factors led Plaintiffs to discount the calculations of potential damages.

Considering Defendant's defenses, supporting evidence, and position that the case is not suitable for class treatment, the Settlement is reasonable, adequate, and fair.

ii. The PAGA Penalties of \$20,000 Is Reasonable

The provisions of the Labor Code potentially triggering PAGA penalties include Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 246(l), 510, 512, 558, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, *et seq.*, 2800, and 2802. (Han Decl., *supra*, at ¶ 54.) Defendant asserted, regardless of the results of the underlying causes of action, PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant maintained it had a strong argument it would be unjust to award maximum PAGA penalties given the law's unsettled state concerning PAGA penalties. (*Ibid.*; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) Furthermore, Defendant argued without stacking and limited to the initial violation, the PAGA penalties would be limited to about **\$16,400** (164 employees x \$100 penalty for initial violation) on the low end and **\$114,800** (164 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high end. (Han Decl., *supra*, at ¶ 56.)

Plaintiffs recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 58.) Many of the causes of action brought were duplicative of the statutory claims. (*Ibid.*) Thus, allocating \$20,000 to PAGA civil penalties was reasonable given that Defendant is also paying an additional \$355,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in good faith and "there is no indication that [the] amount was the result of self-interest

³ (See, e.g., *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification 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 illustrative purposes only]; *Walsh v. IKON Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2* (2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141 Cal.App.4th 1422 [affirming denial of certification].)

at the expense of other Class Members,” such amounts are generally considered reasonable.⁴ (Han Decl., *supra*, at ¶ 58.)

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

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 **\$2,088,593.05** on the low end and **\$2,619,901.62** on the high end. (Han Decl., *supra*, at ¶ 59.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$294,843.24	70%	60%	\$35,381.19
Meal Break Premiums	\$24,198.48	60%	50%	\$4,839.70
Overtime/Minimum Wage: Off-the-Clock Work	\$826,479.99 to \$1,239,719.98	50%	60%	\$165,296 to \$247,944
Overtime/Minimum Wage: Regular Rate	\$12,335	30%	40%	\$5,180.70
Unreimbursed Business Expenses	\$149,330	30%	70%	\$3,135.93
Wage Statement Penalty	\$118,950	50%	50%	\$29,737.50
Waiting Time Penalty	\$426,319.20	50%	50%	\$106,579.80
MAXIMUM TOTAL EXPOSURE	\$2,088,593.05 to \$2,619,901.62⁵			\$350,150.82 to \$432,798.82⁶

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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”).)

⁵ (Han Decl., *supra*, at ¶¶ 47-53.)

⁶ (*Id.* at ¶¶ 60-67.)

1 Based on this analysis, the realistic recovery for this case is **\$350,150.82** on the low end
2 and **\$432,798.82** on the high end. (Han Decl., *supra*, at ¶ 68.) The Gross Settlement Amount of
3 \$375,000 is about fourteen percent (14.31%) of the maximum potential exposure and around
4 eighty-seven percent (86.65%) of the maximum realistic exposure at trial, which is an excellent
5 settlement. (*Ibid.*)

6 The only question at preliminary approval is whether the settlement is within the range of
7 possible approval. (*In re Tableware Antitrust Litig.* (N.D.Cal. 2007) 484 F.Supp.2d 1059, 1079.)
8 “The fact that a proposed settlement may only amount to a fraction of the potential recovery does
9 not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
10 disapproved.” (*City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 455; see also
11 *Linney v. Ceullar Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very
12 uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce
13 consensual settlements. The proposed settlement is not to be judged against a hypothetical or
14 speculative measure of what might have been achieved by the negotiators”). Nevertheless, this
15 Settlement is in line with the realistic exposure had Plaintiffs prevailed at trial and provides a
16 significant recovery for Class Members.

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

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

23 The Class is ascertainable and numerous as to make it impracticable to join all Class
24 Members, and there are common questions of law and fact that predominate over any individual
25 questions. (Han Decl., *supra*, at ¶ 69.) Plaintiffs contend, as a former hourly-paid, non-exempt
26 employees of Defendant, that their claims are typical of the claims of the Class, and Class Counsel
27 will fairly and adequately protect the interests of the Class. (*Ibid.*) Plaintiffs assert that the
28 prosecution of separate actions by individual Class Members would create the risk of inconsistent

1 or varying adjudications. (Han Decl., *supra*, at ¶ 69.)

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

3 “Ascertainability is required in order to give notice to putative class members as to whom
4 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
5 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
6 by describing a set of common characteristics sufficient to allow a member of that group to
7 identify himself or herself as having a right to recover based on the description.” (*Bartold v.*
8 *Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be
9 sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

10 This case involves approximately 303 Class Members, meaning the Class is sufficiently
11 numerous. (Han Decl., *supra*, at ¶ 70; see *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169
12 Cal.App.4th 1524, 1531, n.5 [finding that a proposed class of “as many as 190 current and former
13 employees” is sufficiently numerous].)

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

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

24 **1. Common Issues Predominate**

25 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
26 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
27 *Department of Developmental Services*, *supra*, 155 Cal.App.4th at p. 690 (emphasis added).) In
28 other words, courts determine whether the elements necessary to establish liability are susceptible

1 to common proof, even if the class members must individually prove their damages. (*Brinker*
2 *Restaurant Corporation v. Superior Court* (2012) 53 Cal.4th 1024). These types of claims are
3 regularly granted class certification when the plaintiff can present evidence of common policies.
4 (See, e.g., *Jones v. JGC Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-
5 O) 2012 U.S.Dist.LEXIS 185042 [certified collective action involving 190 dancers]; *Espinoza v.*
6 *Galardi South Enters.* (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016
7 U.S.Dist.LEXIS [court certified class of dancers on state law claims].)

8 Plaintiffs assert that common issues of fact and law predominate as to each of the claims
9 alleged. (Han Decl., *supra*, at ¶ 71.) Plaintiffs contend that all Class Members were subject to the
10 same or similar employment practices, policies, and procedures. (*Ibid.*)

11 **2. Plaintiffs' Claims Are Typical of the Class Claims**

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

14 Plaintiffs are former employees of Defendant and allege that they and the Class Members
15 were employed by the same company and injured by Defendant's common policies and practices
16 related to the claims described above. (Han Decl., *supra*, at ¶ 72.) Plaintiffs seek relief for these
17 claims and derivative claims on behalf of all Class Members. (*Ibid.*) Thus, Plaintiffs' claims arise
18 from the same employment practices and are based on the same legal theories applicable to the
19 Class. (*Ibid.*)

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

21 Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 73.)
22 Plaintiffs have conducted herself diligently and responsibly in representing the Class in this
23 matter, understand their fiduciary obligations, and have actively participated in the prosecution
24 of this case. (*Ibid.*) Plaintiffs spent time in meetings and conferences with Class Counsel to
25 provide Class Counsel with an understanding of their work environment and requirements. (*Ibid.*)
26 Plaintiffs have no interest averse to the interests of the other Class Members. (*Ibid.*)

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

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

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

11 In deciding whether to approve a proposed class action settlement under Code of Civil
12 Procedure section 382, the Court must find that a proposed settlement is “fair, adequate and
13 reasonable.” (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801.) A proposed class action
14 settlement is presumed fair under the following circumstances: (1) the parties reached settlement
15 after arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel
16 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
17 percentage of objectors is small. (*Id.* at p. 1802.) All these elements are present herein.

18 **f. Notice to Class Members Complies with California Rules of Court, Rule 3.769(f)**

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

20 If the court has certified the action as a class action, notice of the final approval
21 hearing must be given to class members in the manner specified by the court. The
22 notice must contain an explanation of the proposed settlement and procedures for
23 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.

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

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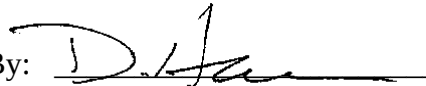
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1 **V. CONCLUSION**

2 Plaintiffs submit that the Settlement is in the best interests of the Class, as it is fair,
3 adequate, and reasonable. Under the applicable class action criteria and guidelines, the Settlement
4 should be preliminarily approved by the Court, the Class should be conditionally certified for
5 purposes of settlement only, and the Class Notice should be approved.

6
7 Dated: December 15, 2023

JUSTICE LAW CORPORATION

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9 By: 
10 Douglas Han
11 *Attorneys for Plaintiffs*
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**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, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On December 15, 2023, I served the foregoing document described as

PLAINTIFFS' 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

for the following case:	Sarinana, et al. v. M.A.T Parcel Express, Inc. d/b/a MAT Express
LWDA/Court Case No.:	LWDA Case No.: CM-980936-23 Court Case No.: 22STCV30465 Los Angeles 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.

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

Executed on December 15, 2023, at Pasadena, California.


Mariah Anderson