

Kane Moon (SBN 249834)
Daniel J. Park (SBN 274973)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: dpark@moonlawgroup.com

Attorneys for Plaintiff Karla Reyes

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

KARLA REYES, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

NAKI CLEANING SERVICES, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23STCV22699

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with the Declaration of Kane Moon, the
Declaration of Plaintiff, the Declaration of
Lary Kugler, the Declaration of Steve Joffe,
the Declaration of Michael Bui, and
[Proposed] Preliminary Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: May 12, 2026

Time: 10:00 a.m.

Dept.: 7

Judge: Hon. Samantha P. Jessner

Action Filed: September 19, 2023

FAC Filed: February 9, 2024

Trial Date: Not set

1 **TO THE COURT, AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on May 12, 2026 at 10:00 a.m. in Department 7 of this Court
3 located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012
4 pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769 *et seq.*,
5 Plaintiff Karla Reyes (“Plaintiff”) will, and hereby does, move the Court for an order granting
6 preliminary approval of the proposed class action settlement between Plaintiff and Defendant Naki
7 Cleaning Services, Inc. Specifically, Plaintiff moves the Court for an order:

- 8 1. Granting preliminary approval of the Class Action and PAGA Settlement Agreement and
9 Class Notice;
- 10 2. Certifying a Class, for settlement purposes only;
- 11 3. Approving the Class Notice and plan for its distribution;
- 12 4. Appointing Plaintiff as the Class Representative, for settlement purposes only;
- 13 5. Appointing Kane Moon and Daniel J. Park of Moon Law Group, PC as Class Counsel,
14 for settlement purposes only;
- 15 6. Appointing Simpluris as the Administrator; and
- 16 7. Scheduling a Final Approval Hearing no earlier than 120 days from the date of
17 preliminary approval.

18 The motion will be based upon this notice, the attached memorandum of points and
19 authorities, the supporting declarations and attachments thereto, the record and files in this action,
20 and any other further evidence or argument that the Court may properly receive at or before the
21 hearing.

22 Respectfully submitted,

23 Dated: January 30, 2026

MOON LAW GROUP, PC

24 By: _____

25 Kane Moon
Daniel J. Park

26 *Attorneys for Plaintiff*

TABLE OF CONTENTS

1		
2	TABLE OF CONTENTS	ii
3	TABLE OF AUTHORITIES.....	iv
4	I. INTRODUCTION.....	1
5	II. SUMMARY OF THE LITIGATION AND SETTLEMENT	1
6	A. Plaintiff’s Claims and Procedural History	1
7	B. Discovery and Investigation	3
8	C. Settlement Negotiations and Notice of Settlement to the LWDA	4
9	D. Key Terms of the Proposed Settlement	5
10	III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL.....	6
11	A. The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation,	
12	Litigation, and Negotiation.....	7
13	1. The Settlement Is the Product of Discovery, Investigation, Informed and Non-	
14	Collusive Arm’s-Length Negotiations, and Realistic Claims Analysis	7
15	2. The Class Settlement Is Fair Considering the Parties’ Respective Positions and	
16	Significant Risks to Certification and Proof on the Merits	8
17	3. The PAGA Settlement is Fair Considering the Parties’ Respective Positions	
18	and Significant Risks	10
19	4. Plaintiff’s Counsel Have Extensive Experience in Class and PAGA Action	
20	Litigation, Which Was Integral to Negotiating the Settlement	11
21	B. The Proposed Attorneys’ Fees and Costs Are Reasonable.....	12
22	1. Counsel Request a Fees Award Based On the “Common Fund” Method.....	12
23	2. The Requested Fee Award Is in Line with Typical Cases.....	13
24	3. This Matter Involves a “Fee-Shifting” Provision of the Labor Code	13
25	4. Counsel’s Experience, Reputation, and Ability Support the Fees Request.....	14
26	C. The Service Payment to Plaintiff Is Reasonable.....	14
27	IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED	16
28	A. Legal Standard	16

1	B. The Criteria for Class Certification Are Satisfied	16
2	1. The Class Is Ascertainable and Numerous	16
3	2. There Are Many Common Issues of Law and Fact Which Predominate	17
4	3. Plaintiff’s Claims Are Typical of the Claims of the Class	18
5	4. Plaintiff and Her Counsel Meet the Adequacy Requirement	18
6	5. A Class Action Is Superior to a Multiplicity of Litigation	19
7	V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND AND	
8	SATISFIES RULES OF COURT.....	19
9	VI. CONCLUSION	20

TABLE OF AUTHORITIES

FEDERAL CASES

<i>Angeles v. United States Airways, Inc.</i> (N.D. Cal. Feb. 19, 2013, No. C 12-05860 CRB) 2013 WL 622032.....	3
<i>Frank v. Eastman Kodak Co.</i> (W.D.N.Y. 2005) 228 F.R.D. 174	15
<i>Leyva v. Medline Industries Inc.</i> (9th Cir. 2013) 716 F.3d 510.....	19
<i>Pedroza v. PetSmart, Inc.</i> (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073	3
<i>Priddy v. Edelman</i> (6th Cir. 1989) 883 F.2d 438	7
<i>Rodriguez v. West Publishing Corp.</i> (9th Cir. 2009) 563 F.3d 948.....	14
<i>Van Vranken v. Atlantic Richfield Co.</i> (N.D. Cal. 1995) 901 F.Supp. 294.....	13
<i>Vincent v. Hughes Air West, Inc.</i> (9th Cir. 1977) 557 F.2d 759	12

OTHER AUTHORITIES

Eisenberg & Miller, <i>Incentive Awards to Class Action Plaintiffs: An Empirical Study</i> (2006) 53 UCLA L. Rev. 1303.....	15
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COURT RULES

California Rules of Court, rule 3.766(e), (f).....	19
California Rules of Court, rule 3.769(f).....	19, 20

TREATISES

Newberg, Newberg on Class Actions (3rd ed. 1992) § 8.39	20
Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.51	7
Newberg, Newberg on Class Actions (3rd ed. 1992) § 14.03	13

STATE CASES

<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960.....	20
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43.....	13
<i>City and County of San Francisco v. Sweet</i> (1995) 12 Cal.4th 105.....	12
<i>Classen v. Weller</i> (1983) 145 Cal.App.3d 27	18
<i>Clothesrigger, Inc. v. GTE Corp.</i> (1987) 191 Cal.App.3d 605	17

1	<i>Collins v. Rocha</i> (1972) 7 Cal.3d 232	17
2	<i>Daar v. Yellow Cab Co.</i> (1967) 67 Cal. 2d 695.....	16
3	<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	6, 7, 17
4	<i>Gentry v. Superior Court</i> (2007) 42 Cal.4th 443.....	15, 19
5	<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	7, 10
6	<i>Laffitte v. Robert Half International Inc.</i> (2016) 1 Cal.5th 480	12
7	<i>Linder v. Thrifty Oil Co.</i> (2000) 23 Cal.4th 429.....	16
8	<i>Mallick v. Superior Court</i> (1979) 89 Cal.App.3d 434.....	6
9	<i>McGhee v. Bank of America</i> (1976) 60 Cal.App.3d 442	18
10	<i>Miller v. Woods</i> (1983) 148 Cal.App.3d 862	16, 19
11	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399	7, 10, 14
12	<i>Neary v. Regents of University of California</i> (1992) 3 Cal.4th 272	6
13	<i>Quinn v. State of California</i> (1975) 15 Cal.3d 162	12
14	<i>Richmond v. Dart Industries, Inc.</i> (1981) 29 Cal. 3d 462	16
15	<i>Rose v. City of Hayward</i> (1981) 126 Cal.App.3d 926	17
16	<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25.....	12
17	<i>Stamburgh v. Superior Court</i> (1976) 62 Cal.App.3d 231.....	7, 19
18	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224.....	8
19	<i>Wilner v. Sunset Life Insurance Co.</i> (2000) 78 Cal.App.4th 952	17
20	STATE STATUTES	
21	California Code of Civil Procedure § 382.....	16
22	California Labor Code § 90.5.....	15
23	California Labor Code § 218.5.....	13, 14
24	California Labor Code § 226.....	13, 14
25	California Labor Code § 1194.....	13, 14
26	California Labor Code §§ 2698, <i>et seq.</i>	10
27	California Labor Code § 2699(e)(2).....	10
28	California Labor Code § 2699(g)(1)	13, 14

1	California Labor Code § 2802(d)	13, 14
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Karla Reyes (“Plaintiff”) seeks preliminary approval of a proposed \$450,000.00
4 non-reversionary, wage-and-hour class action settlement (the “Settlement”) with Defendant Naki
5 Cleaning Services, Inc. (“Naki” or “Defendant”) (together with Plaintiff, the “Parties”). The
6 Settlement will provide substantial monetary payments to an estimated 137 Class Members who
7 worked an estimated aggregate of 10,637 Workweeks, of which roughly 67 are Aggrieved
8 Employees who worked an estimated aggregate of 5,207 PAGA Pay Periods. As set forth more
9 fully below, the proposed Settlement satisfies all the criteria for settlement approval under
10 California law. The Settlement was reached after extensive investigation, informal discovery, and
11 negotiations between the Parties. The negotiations were at arm’s-length and were facilitated
12 through private mediation by an experienced and neutral class action mediator, Steven Serratore,
13 Esq. Accordingly, Plaintiff requests the Court preliminarily approve the Settlement, certify the
14 proposed Class, approve the proposed Class Notice to Class Members, and set a final approval
15 hearing no earlier than 120 days from the date of preliminary approval.

16 **II. SUMMARY OF THE LITIGATION AND SETTLEMENT**

17 **A. Plaintiff’s Claims and Procedural History**

18 This is a wage-and-hour class action and representative action for alleged Labor Code
19 violations and claims for civil penalties pursuant to the California Private Attorneys General Act,
20 Labor Code sections 2698, *et seq.* (“PAGA”). (Declaration of Kane Moon in Support of Plaintiff’s
21 Motion for Preliminary Approval of Class Action and PAGA Settlement [“Moon Decl.”], ¶ 2.)
22 Plaintiff seeks to represent a class of all persons employed by NAKI in California and classified
23 as hourly, non-exempt employees who worked for Defendant during the Class Period, as set forth
24 in the Settlement. (*Id.*)

25 Defendant provides janitorial, cleaning, and maintenance services to commercial properties
26 throughout California. (*Id.* at ¶ 3.) Defendant employed Plaintiff and other non-exempt, hourly-
27 paid employees during the Class Period. (*Id.*) Plaintiff contends she and her coworkers were
28 subjected to the same unlawful labor practices, including failure to pay wages for all hours worked.

1 (Moon Decl., ¶ 3; Declaration of Plaintiff Karla Reyes in Support of Class Action and PAGA
2 Representative Action Settlement [“Plaintiff Decl.”], ¶ 2.)

3 Plaintiff’s claim for unpaid minimum and overtime wages stems from allegations that
4 Defendant failed to compensate Plaintiff and others for off-the-clock work. (Moon Decl., ¶ 4.)
5 Plaintiff’s meal and rest period claims are based on allegations that due to the nature of their work,
6 Class Members’ breaks were often short, late, interrupted, and sometimes missed altogether, and
7 that Defendant did not pay all premium wages for non-compliant breaks. (*Id.*) Plaintiff further
8 brings a claim for unreimbursed business expenses based on allegations that Class Members used
9 their personal cellphones for work purposes and purchased required items, including black nonslip
10 shoes, eye protection, and additional uniform pieces, without reimbursement from Defendant. (*Id.*)
11 Finally, Plaintiff also brings derivative claims for waiting time penalties, wage statement
12 violations, unfair business practices, and civil penalties under PAGA. (*Id.*)

13 Because of the foregoing alleged violations of various provisions of the Labor Code,
14 Plaintiff filed a class action on September 19, 2023, which alleges Defendant systematically: (1)
15 failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal
16 periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business
17 expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate
18 itemized wage statements, and (8) engaged in unfair business practices. (*Id.* at ¶ 5.)

19 Pursuant to PAGA, on September 10, 2023, Plaintiff gave written notice to the California
20 Labor and Workforce Development Agency (the “LWDA”) of the alleged Labor Code violations,
21 with certified mail service on Defendant, and paid the required filing fee. (*Id.* at ¶ 6, Ex. 3.) On
22 February 9, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint to
23 add a ninth cause of action for civil penalties under PAGA (the “Operative Complaint”). (*Id.* at ¶
24 6.) Pursuant to Labor Code section 2699(s)(1), Plaintiff subsequently submitted to the LWDA a
25 file-stamped copy of the Operative Complaint containing the Court-assigned case number. (*Id.*) To
26 date, the LWDA has not indicated its intent to investigate the alleged violations or intervene in
27 this Action. (*Id.*)

28 Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations.

(*Id.* at ¶ 7.) Defendant asserts it complied with all its compensation obligations, including compensating Class Members for any and all off-the-clock work and overtime work, and therefore, Plaintiff and other Class Members were paid all wages owed. (*Id.*) Defendant maintains compliance with all its meal and rest period obligations. (*Id.*) Defendant asserts it complied with all its reimbursement obligations, and that Plaintiff and other employees were compensated for any and all business expenses necessarily incurred. (*Id.*) To the extent employees received wage statements that were allegedly inaccurate, Defendant asserts employees suffered no actual damage or harm as a result. (*Id.*; *see, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013, No. C 12–05860 CRB) 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising from an employer’s failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient.”].) With respect to Plaintiff’s claim for waiting time penalties, Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove Defendant’s alleged failure to pay all final wages at the time of separation was “willful.” (Moon Decl., ¶ 7; *see, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012, No. ED CV 11–298 GHK (DTBx)) 2012 WL 9506073, *5.) For these reasons, among others, Defendant denies all of Plaintiff’s claims and allegations, and further claims it did not engage in any unfair business practices and denies liability under PAGA. (Moon Decl., ¶ 7.) Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant’s overall liability. (*Id.*)

B. Discovery and Investigation

The Parties agreed to mediate this action with Steven Serratore, Esq., an experienced class and PAGA action mediator. (*Id.* at ¶ 8.) In preparation for mediation, the Parties agreed to a protocol for an informal production of documents and information before mediation. (*Id.*) Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action. (*Id.*) Defendant produced a statistically sound sample of time and pay records for the putative Class (99% of the Class), Plaintiff’s personnel file and time and pay records, and Defendant’s written employment policies in effect

1 during the Class Period. (*Id.*) Defendant also provided information regarding the estimated number
2 of current and formerly employed Class Members, Workweeks, Aggrieved Employees, and PAGA
3 Pay Periods. (*Id.*)

4 In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information
5 Defendant provided, including the sample records and documents regarding Defendant's wage-and-
6 hour policies. (*Id.* at ¶ 9.) Plaintiff's Counsel retained a statistics expert to analyze the sample records
7 and prepare a damage analysis prior to the mediation. (*Id.*) The sample time and pay records analyzed
8 contained 50,708 actual shifts worked (representing roughly 98% of total shifts worked in the Class
9 Period), which allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty.
10 (*Id.*) In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated
11 the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly,
12 Plaintiff's Counsel was able to evaluate the probability of class certification, success on the merits,
13 and Defendant's maximum and realistic monetary exposure for all claims. (*Id.*) Thus, Plaintiff's and
14 his Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed
15 them to act intelligently in negotiating the Settlement. (*Id.*)

16 **C. Settlement Negotiations and Notice of Settlement to the LWDA**

17 On August 28, 2025, the Parties participated in a full day of private mediation with Steven
18 Serratore, Esq. (*Id.* at ¶ 10.) The negotiations were at arm's length and, although conducted in a
19 professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore
20 the potential for a settlement of the dispute, but each side was also prepared to litigate their
21 position through trial and appeal if a settlement had not been reached. (*Id.*) After a full discussion
22 regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and with
23 the assistance of the mediator, the Parties reached a resolution. (*Id.*) The material terms of the
24 settlement are set out in the Settlement. (*Id.* at ¶¶ 2, 10, Ex. 1.)

25 In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the
26 proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary
27 approval motion and the hearing date. (*Id.* at ¶ 11, Ex. 4.) To date, the LWDA has not indicated
28 any objection to the Settlement. (*Id.*)

1 **D. Key Terms of the Proposed Settlement**

2 Under the Settlement, Defendant will pay a non-reversionary, all-inclusive amount of *no*
3 *more than \$450,000.00* (“GSA”) to resolve this action. (Settlement, ¶ 3.1.) Other key terms of the
4 Settlement are outlined in the counsel declaration submitted concurrently herewith. (Moon Decl.,
5 ¶¶ 12–28.) The proposed Settlement Administrator—Simpluris—was jointly selected by the
6 Parties based on its bid of \$7,763.00. (*Id.* at ¶ 15, Ex. 6; Settlement, ¶ 1.2.)

7 The Settlement defines “Aggrieved Employee” as a person employed by NAKI in
8 California and classified as an hourly, non-exempt employee who worked for NAKI in California
9 and classified as an hourly, non-exempt employee who worked for NAKI during the PAGA Period.
10 (Settlement, ¶ 1.4) The “PAGA Period” is the period from September 10, 2022 to the date that the
11 released workweeks exceed 11,000. (*Id.* at ¶ 1.31.) The Settlement allocates a total of \$35,000.00
12 from the GSA for settlement of the Released PAGA Penalties, which will be distributed 75%
13 (\$26,250.00) to the LWDA and 25% (\$8,750.00) to Aggrieved Employees pursuant to PAGA law
14 governing Plaintiff’s claims.¹ (*Id.* at ¶ 1.34.) Each Aggrieved Employee will be entitled to a pro
15 rata share of the 25% share of the PAGA Penalties directly proportional to their number of PAGA
16 Pay Periods. (*Id.* at ¶ 3.2.5.1.) This results in an average Individual PAGA Payment of roughly
17 **\$130.60** for each of the estimated 67 Aggrieved Employees (\$8,750.00 / 67), and a PAGA Pay
18 Period value of roughly **\$1.68** for each of the 5,207 estimated Pay Periods in the PAGA Period
19 (\$8,750.00 / 5,207). (Moon Decl., ¶ 16.)

20 After deducting the Class Representative Service Payment, the Class Counsel Fees
21 Payment and Litigation Expenses Payments, the PAGA Penalties allocation, and the Administrator
22 Expenses Payment from the GSA, in the amounts specifically approved by the Court, any
23 difference in the amounts requested and the amounts awarded will be allocated to the Net
24 Settlement Amount for distribution to Participating Class Members. (Settlement, ¶ 3.2.)

25 _____
26 ¹ On July 1, 2024, new legislation was enacted to amend PAGA in several respects, including as to
27 the recovery split for civil penalties. (Stats. 2024, ch. 44 (Assem. Bill No. 2288), § 1, eff. Jul. 1, 2024.)
28 As amended, PAGA now provides for a 65%-LWDA/45%-aggrieved employee split. (Lab. Code §
2699(m).) However, PAGA reform only applies to PAGA actions initiated on or after June 19, 2024.
(*Id.* at § 2699(v)(1).)

1 Accordingly, the Net Settlement Amount will be *no less than* **\$216,000.00** for an estimated Class
2 of **137 individuals**.² (Moon Decl., ¶ 17.) The Class is defined as all persons employed by NAKI
3 in California and classified as hourly, non-exempt employees who worked for NAKI during the
4 Class Period. (Settlement, ¶ 1.5.) For purposes of Settlement, the “Class Period” is September 19,
5 2019 to the date that the released workweeks exceed 11,000. (*Id.* at ¶ 1.12.) Each Class Member
6 who does not opt-out will be entitled to a pro rata share of the Net Settlement Amount that is
7 directly proportional to the number of Workweeks worked during the Class Period. (*Id.* at ¶ 3.2.4.)
8 The estimated **\$216,000.00** Net Settlement Amount results in an average Individual Class Payment of
9 roughly **\$1,576.64** for each of the estimated **137** Class Members ($\$216,000.00 / 137$), and a Workweek
10 value of roughly **\$20.31** for each of the 10,637 Workweeks in the Class Period ($\$216,000.00 / 10,637$).
11 (Moon Decl., ¶ 19.)

12 To the best of Plaintiff’s knowledge, there is no other pending litigation involving similar
13 claims against Defendant that may be impacted by approval of the Settlement at issue, nor has
14 Defendant pointed to any. (Moon Decl., ¶ 28.)

15 **III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL**

16 The law favors the settlement of lawsuits, particularly in class actions and other complex
17 cases. (*See, e.g., Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 272, 277–81.) To prevent fraud,
18 collusion, or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v.*
19 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–01 [citing authority omitted].) To approve a
20 settlement, the Court must find “the settlement is fair, adequate, and reasonable.” (*Id.*) This Court
21 has wide discretion in making this determination. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434,
22 438.) Fairness, adequacy, and reasonableness are presumed, as here, when: “(1) the settlement is
23 reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
24 counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
25

26 ² The Net Settlement Amount was calculated by deducting the following from the \$450,000.00
27 GSA: \$10,000.00 for the Class Representative Service Payment, up to \$9,000.00 for the Administrator
28 Expenses Payment, \$35,000.00 for the PAGA Penalties to the LWDA and Aggrieved Employees,
\$150,000.00 for the Class Counsel Fees Payment, and up to \$30,000.00 for the Class Counsel
Litigation Expenses Payment. (Moon Decl., ¶ 17, n.2; Settlement, ¶¶ 3.1–3.2.5.)

percentage of objectors is small.” (*Dunk*, 48 Cal.App.4th at p. 1802 [citing Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.41].)

In evaluating a settlement, the trial court considers the following factors: (1) the strength of plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the settlement amount offered; (5) the extent of discovery completed and the stage of the proceedings; (6) counsel’s experience and views; (7) the presence of a governmental participant; and (8) the class members’ reaction to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) To approve a class action settlement, “the court must satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Id.* at p. 133.) The record need not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require “an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims,” but instead, only an “understanding of the amount that is in controversy and the realistic range of outcomes of the litigation”].)

As discussed below, Plaintiff’s Counsel have provided materials and information exceeding the threshold required for this Court to conclude the Settlement is fair, reasonable, and adequate.

A. The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation, Litigation, and Negotiation

1. The Settlement Is the Product of Discovery, Investigation, Informed and Non-Collusive Arm’s-Length Negotiations, and Realistic Claims Analysis

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered. (Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.51.) Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that the plaintiff might have received more if the case had been fully litigated is no reason not to approve the settlement.”].) Thus, there is a presumption here that negotiations were conducted in good faith.

Here, Plaintiff’s Counsel have conducted a thorough investigation into the facts of this case. (Moon Decl., ¶ 29.) As previously noted, the Settlement at issue was reached through arms’-length

1 negotiations, private mediation, and the assistance of a statistics expert. (*Id.*) Based on Defendant's
2 informal class-wide discovery production, on Plaintiff's Counsel independent investigation and
3 evaluation, and on counsel's extensive experience in wage-and-hour litigation, Plaintiff's Counsel are
4 of the opinion that the proposed Settlement is fair, reasonable, and adequate. (*Id.*)

5 Based on Plaintiff's and her Counsel's review of the time, payroll, and additional data
6 provided by Defendant, on Plaintiff's expert's analysis of the sample records provided by Defendant,
7 and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-
8 adjusted exposure that Defendant faced. (*Id.* at ¶ 30.) Specifically, based on the information provided
9 for mediation, the total estimated **realistic recovery** (adjusted for risks at certification and proof on
10 the merits) for the alleged claims, including penalties, is estimated to be **\$546,416.45**. (Moon Decl.,
11 ¶ 30.) This amount was calculated as follows: **\$18,449.75** (90% discount) for the off-the-clock work
12 claim; **\$368,883.05** (50% discount) for the meal period claim; **\$82,060.25** (90% discount) for the rest
13 period claim; **\$4,224.00** (90% discount) for the unreimbursed business expenses claim; **\$20,814.40**
14 (95% discount) for the waiting time penalties claim; **\$25,950.00** (95% discount) for the wage
15 statement claim; and **\$26,035.00** (95% discount) for the PAGA penalties claim. (*Id.* at ¶¶ 30–35.)
16 The foregoing discounts were based on the evidence presented for mediation and arguments made
17 during arm's-length settlement negotiations. (*Id.*)

18 **The \$450,000.00 gross settlement figure represents roughly 82.4% of the total realistic**
19 **recovery.** (*Id.* at ¶ 36.) This is an excellent result for the Class, particularly because, under the
20 Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being
21 able to recover anything. (*Id.*)

22 **2. The Class Settlement Is Fair Considering the Parties' Respective Positions**
23 **and Significant Risks to Certification and Proof on the Merits**

24 A settlement is not judged against what a plaintiff might recover had he prevailed at trial, nor
25 does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba*
26 *v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent and necessary
27 in the settlement process . . . even if ‘the relief afforded by the proposed settlement is substantially
28 narrower than it would be if the suits were to be successfully litigated,’ this is no bar to a class

1 settlement because ‘the public interest may indeed be served by a voluntary settlement in which each
2 side gives ground in the interest of avoiding litigation.’”] [quoting *Air Line Stewards v. Am. Airlines,*
3 *Inc.* (7th Cir. 1972) 455 F.2d 101, 109].)

4 Here, considering all known facts and circumstances, the risk of significant delay, trial risk,
5 appellate risk, and the defenses Defendant may assert both to certification and on the merits, the
6 Settlement is in the best interest of the Class and LWDA. (Moon Decl., ¶ 29.) While Plaintiff is
7 confident in the merits of her claims, a legitimate controversy exists as to each cause of action. (*Id.*
8 at ¶ 39.) Plaintiff also recognizes that proving the amount owed to each Class Member would be an
9 expensive, time-consuming, and uncertain proposition. (*Id.*)

10 The Settlement obviates the significant risk that this Court may deny certification of all or
11 some of Plaintiff’s claims. (*Id.* at ¶ 40.) Plaintiff’s Counsel took into account the risk of not prevailing
12 at trial due to low or no participation by Class Members. (*Id.*) Indeed, the individualized and testimony-
13 intensive nature of the claims could bar manageability of the representative claims or otherwise
14 significantly reduce any recovery whatsoever. (*Id.*) For example, the rest period and unreimbursed
15 expense claims are testimony-driven claims and assume a 100% violation rate, which would not
16 likely be demonstrated at trial, as it assumes either the participation of all employees (which would
17 be difficult given the reality that many, if not all, employees would be unwilling to participate due to
18 fear of retaliation), or alternatively, the use of surveys or statistical data as a surrogate (which would
19 still require the participation of a majority of employees to establish a sound representation of all
20 non-exempts). (*Id.*) Even assuming employees would be willing to participate, obtaining declarations
21 would potentially reveal that each individual employee had a different experience. (*Id.*)

22 Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and obtain
23 certification of all or some of the claims, continued litigation would be expensive, involving a trial
24 and possible appeals, and would substantially delay and reduce any recovery by the Class. (*Id.* at ¶
25 41.) Although the Parties have engaged in a significant amount of investigation, informal discovery,
26 and class-wide data analysis, they have not conducted depositions. (*Id.*) Moreover, preparation for
27 class certification and a trial would remain for the Parties as well as the prospect of appeals in the
28 wake of a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. (*Id.*)

1 As a result, the Parties would incur considerably more attorneys’ fees and costs through trial. (*Id.*) In
2 sum, this Settlement avoids the risks, burdens, and the accompanying expense of further litigation.
3 (*Id.*)

4 The proposed \$450,000.00 Settlement, therefore, represents a substantial recovery when
5 compared to the reasonably forecasted recovery for the Class. (*Id.* at ¶ 42) When considering the
6 risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary
7 to establish liability, and the probability of appeal, it is clear the Settlement amount is within the
8 “ballpark” of reasonableness, and that preliminary settlement approval is appropriate. (*Id.*; (*Kullar*,
9 *supra*, 168 Cal.App.4th at p. 133; *see Munoz, supra*, 186 Cal.App.4th at pp. 408–09.)

10 **3. The PAGA Settlement is Fair Considering the Parties’ Respective Positions**
11 **and Significant Risks**

12 With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that
13 satisfies PAGA’s dual statutory purposes of deterrence and punishment, on the one hand, and
14 providing Aggrieved Employees with genuine and meaningful relief, on the other. (Moon Decl., ¶ 37;
15 Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage
16 in informal class-wide discovery, and participate in mediation. (Moon Decl., ¶ 37.) Defendant will also
17 have to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is
18 granted. (*Id.*) Not including its own attorneys’ fees and costs as well as the employer’s share of payroll
19 taxes, Defendant will pay no less than \$450,000.00 to resolve this matter—of which \$35,000.00 is
20 allocated toward the PAGA claims and will be distributed, in compliance with PAGA law governing
21 the claims in this action, as 75% (\$26,250.00) to the LWDA and 25% (\$8,750.00) to Aggrieved
22 Employees—and the release obtained under the Settlement does not preclude Aggrieved Employees
23 from pursuing any individual claims they may have against Defendant or the other Released Parties.
24 (*Id.*)

25 Moreover, Plaintiff’s Counsel are of the opinion that because the issues here are fairly
26 contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff
27 prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. (*Id.*)
28 Indeed, under PAGA, a Court can reduce penalties “if, based on the facts and circumstances of the

1 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
2 confiscatory.” (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award
3 granted would be at the discretion of the Court and subject to a substantial reduction. (Moon Decl., ¶
4 37.) Further, Plaintiff’s Counsel took into account the risk of not being able to proceed on a representative
5 basis due to the potential manageability issues and that even if Plaintiff prevailed at trial, penalties would
6 likely be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other
7 defenses available to Defendant. (*Id.* at ¶ 38.) Thus, it is entirely possible that even if Plaintiff would be
8 successful at trial, assuming she is first able to certify the claims and defeat the manageability issues
9 presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the
10 Settlement. (*Id.*)

11 In sum, the \$35,000.00 PAGA Penalties allocation under the Settlement constitutes “genuine
12 and meaningful” relief that is “consistent with the underlying purpose of the statute to benefit the
13 public.” (*See O’Connor v. Uber Tech., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133–35 [denying
14 settlement approval where allocation for PAGA claims was 0.1% of the estimated full worth].)

15 **4. Plaintiff’s Counsel Have Extensive Experience in Class and PAGA Action**
16 **Litigation, Which Was Integral to Negotiating the Settlement**

17 The Settlement negotiations were conducted by highly capable counsel with considerable
18 experience and demonstrated competence with litigating wage-and-hour class actions. (Moon Decl.,
19 ¶¶ 47–57.) Plaintiff’s Counsel have a strong record of vigorous and effective advocacy for their
20 clients and are experienced in handling complex wage-and-hour class action litigation. (*Id.*) Their
21 experience was helpful in assessing the reasonableness of the Settlement at issue here, and from this
22 experience they concluded that this litigation could not have been settled on better terms than
23 provided under the Settlement. (*Id.* at ¶ 58.) Although Plaintiff and her counsel were prepared to try
24 the claims alleged in the litigation, they support the proposed Settlement as being in the best interest
25 of the Class based on objective evidence that has been considered and weighed against the risks,
26 expenses, and time consumption to both sides of continued litigation. (*Id.* at ¶¶ 10, 29.)

1 **B. The Proposed Attorneys' Fees and Costs Are Reasonable**

2 Subject to the Court's approval, the Settlement provides a fee application of not more than
3 33.333% of the GSA for Class Counsel's attorneys' fees, plus reimbursement for out-of-pocket
4 litigation costs not to exceed \$30,000.00.³ (Settlement, ¶ 3.2.2.) These amounts are disclosed to Class
5 Members in the proposed Class Notice and are reasonable. (*Id.* at Ex. A.)

6 **1. Counsel Request a Fees Award Based On the "Common Fund" Method**

7 California courts have long awarded attorneys' fees as a percentage of the benefit created by
8 counsel in pursuing claims on behalf of a class. (*See, e.g., Serrano v. Priest* (1977) 20 Cal.3d 25.)
9 The California Supreme Court has held, "when a number of persons are entitled in common to a
10 specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the
11 creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out
12 of the fund." (*Id.* at p. 34.)

13 Plaintiff's Counsel seek an award of attorneys' fees on the "percentage of recovery/common
14 fund" theory. (Moon Decl., ¶ 58.) The purpose of this approach is to "spread litigation costs
15 proportionately among all the beneficiaries so that the active beneficiary does not bear the entire
16 burden alone." (*Vincent v. Hughes Air W., Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State*
17 *of California* (1975) 15 Cal.3d 162, the California Supreme Court stated, "one who expends
18 attorneys' fees in winning a suit which creates a fund from which others derive benefits, may require
19 those passive beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in
20 *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court
21 recognized that the common fund doctrine has been applied "consistently in California when an
22 action brought by one party creates a fund in which other persons[] are entitled to share." (*Id.* at pp.
23 110–11 [pincite omitted].)

24 The California Supreme Court affirmed in *Laffitte v. Robert Half International Inc.* (2016) 1
25 Cal.5th 480 that, "when class action litigation establishes a monetary fund for the benefit of the class
26

27
28 ³ Plaintiff's Counsel's current litigation costs are \$22,484.79, and they anticipate incurring
additional costs up to final approval. (Moon Decl., ¶ 63, Ex. 4.)

1 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the
2 court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
3 fund created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage
4 method—including relative ease of calculation, alignment of incentives between counsel and the
5 class, a better approximation of market conditions in a contingency case, and the encouragement it
6 provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation[]—
7 convince us the percentage method is a valuable tool that should not be denied our trial courts.” (*Id.*
8 [internal citations omitted].) This line of legal authority supports a request for attorneys’ fees based
9 on the percentage of recovery/common fund method.

10 **2. The Requested Fee Award Is in Line with Typical Cases**

11 According to a leading treatise on class actions: “No general rule can be articulated on what
12 is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a
13 reasonable fee award from a common fund in order to assure that the fees do not consume a
14 disproportionate part of the recovery obtained for the class, although somewhat larger percentages
15 are not unprecedented.” (Newberg, *Newberg on Class Actions* (3rd ed. 1992) § 14.03.) Attorneys’
16 fees that are fifty percent of the fund are typically considered the upper limit, with thirty to forty
17 percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also Van*
18 *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases
19 where 30–50% was awarded involved “smaller” settlement funds of under \$10 million].)

20 Here, Plaintiff’s Counsel’s fees request for one-third of the GSA is in line with the prevailing
21 guidelines established in California case law and academic literature and is consistent with awards in
22 California. (*Compare Settlement*, ¶ 3.2.2, with *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66,
23 n.11 [“Empirical studies show that, regardless whether the percentage method or the lodestar method
24 is used, fee awards in class actions average around one-third of the recovery.”].) Accordingly,
25 Plaintiff requests the Court preliminarily approve the attorneys’ fees as negotiated by the Parties.

26 **3. This Matter Involves a “Fee-Shifting” Provision of the Labor Code**

27 Labor Code sections 218.5, 226, 1194, 2699, and 2802 provide for the recovery of reasonable
28 fees and costs of suit, for the claims made in this action. (Lab. Code §§ 218.5, 226, 1194, 2699(k)(1),

1 2802(d).) Under these sections, Plaintiff would be permitted to recover his actual attorneys’ fees,
2 even if those fees were larger than the total class recovery at the conclusion of this case. (*Id.*) This
3 Settlement is beneficial in that it limits the risk of continued expenses and consumption of time,
4 energy, and resources facing Defendant while at the same time rewarding Plaintiff’s Counsel for their
5 decision to assume risk by taking on this matter on a contingent basis with no guarantee of recovery.
6 (Moon Decl., ¶¶ 59–64.) In fact, prosecution of this action involved significant financial risk for
7 Plaintiff’s Counsel. (*Id.*) Once Plaintiff’s Counsel undertook this litigation, they committed to pursue
8 it to its conclusion, placing their fiduciary duty to the Class ahead of all other concerns. (*Id.* at ¶ 61.)

9 **4. Counsel’s Experience, Reputation, and Ability Support the Fees Request**

10 As demonstrated by their past experience in pursuing class actions on behalf of consumers
11 and employees, Plaintiff’s Counsel possess considerable expertise in litigating class actions. (*Id.* at
12 ¶¶ 47–57.) Plaintiff’s Counsel have been involved as lead counsel or co-counsel in numerous class
13 actions that resulted in millions in recovery. (*Id.*) As noted above, their experience in wage-and-hour
14 litigation was integral in evaluating the strengths and weaknesses of the case against Defendant and
15 the reasonableness of the Settlement. (*Id.* at ¶ 58.) Practice in the narrow field of wage-and-hour
16 litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and
17 federal) as well as the procedural law of class action litigation. (*Id.* at ¶ 55.) Based on these and other
18 factors, Plaintiff’s Counsel have frequently received fee awards of this percentage from the gross
19 recovery for the class. (*See id.* at ¶¶ 51, 52.) Because it is reasonable to compensate counsel
20 commensurate with their skill, reputation, and experience, the requested fee award is supported here.

21 **C. The Service Payment to Plaintiff Is Reasonable**

22 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
23 compensate them for the expense or risk they have incurred in conferring a benefit on other members
24 of the class.” (*Munoz, supra*, 186 Cal.App.4th at p. 412.) Courts routinely grant approval of class
25 action settlement agreements containing enhancements for the class representatives, which are
26 necessary to provide incentive to represent the class and are appropriate given the benefit the class
27 representatives help to bring about for the class. (*See Rodriguez v. W. Publ’g Corp.* (9th Cir. 2009)
28 563 F.3d 948, 958–59.) Service awards are particularly important to plaintiffs in wage-and-hour cases

1 because they promote the important public policies underlying the wage-and-hour laws. This strong
2 policy is codified in California Labor Code section 90.5, which provides, “[i]t is the policy of this
3 state to vigorously enforce minimum labor standards in order to ensure employees are not required
4 or permitted to work under substandard unlawful conditions . . .” (Lab. Code § 90.5.) Nonetheless,
5 the California Supreme Court has noted that “retaliation against employees for asserting statutory
6 rights under the Labor Code is widespread,” despite anti-retaliation statutes designed to protect
7 employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460–61.) In this context, class
8 representatives should be rewarded for assuming the risk of retaliation for the sake of class members.
9 (*See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

10 Under the Settlement here, subject to the Court’s approval, a Class Representative Service
11 Payment of \$10,000.00 will go to Plaintiff, in addition to her amount as a Class Member. (Settlement,
12 ¶ 3.2.1.) This award is for payment to the Class Representative for initiating the Action and providing
13 services in support of the Action. (*Id.* at ¶ 1.14.) Plaintiff has devoted a great deal of time and work
14 assisting counsel in the case and communicated with counsel frequently for litigation and to prepare
15 for mediation. (Moon Decl., ¶¶ 43–46; Plaintiff Decl., ¶ 22.) The requested award is fair and
16 reasonable, particularly considering the substantial benefits Plaintiff generated for all Class Members.
17 (Moon Decl., ¶ 46.)

18 When compared with the amounts awarded in typical class action cases, the amount requested
19 here is particularly reasonable. A 2006 study examining the average incentive award given to class
20 action plaintiffs from 1993 to 2002 found that the “average award per class representative was
21 \$15,992 and the median award per class representative was \$4357.” (Eisenberg & Miller, *Incentive*
22 *Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303, 1307–08.)
23 The same study found that named plaintiffs in employment discrimination class actions received an
24 average award of \$69,850 and a median award of \$31,081, while named plaintiffs in other
25 employment class actions received an average award of \$12,121 and a median award of \$13,059. (*Id.*
26 at p. 1333.) The authors of the study found that higher awards in employment cases reflected the
27 “courts’ wish to make representative plaintiffs whole by compensating them for the high costs of
28 their service to the class, including risks of stigmatization or retaliation on the job.” (*Id.* at p. 1308.)

1 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

2 **A. Legal Standard**

3 The proposed Settlement Class is well suited for class certification. The claims all derive from
4 a core set of alleged violations of California’s wage and hour laws and regulations. (Moon Decl., ¶¶
5 3–4.) For the reasons set forth more fully below, the Class, for purposes of Settlement, satisfies the
6 prerequisites for certification under Code of Civil Procedure section 382. (Code Civ. Proc. § 382.)
7 Section 382 provides that “when the question is one of a common or general interest, of many
8 persons, or when the parties are numerous, and it is impracticable to bring them all before the court,
9 one or more may sue or defend for the benefit of all.” (*Id.*) There are two requirements to section
10 382: “(1) there must be an ascertainable class[]; and (2) there must be a well defined community of
11 interest in the questions of law and fact involved affecting the parties to be represented.” (*Daar v.*
12 *Yellow Cab Co.* (1967) 67 Cal. 2d 695, 704 [internal citations omitted].) To clarify these
13 requirements, the California Supreme Court has looked to Federal Rule of Civil Procedure 23 to
14 explain that the community-of-interest requirement itself embodies three factors: “(1) predominant
15 common questions of law or fact; (2) class representatives with claims or defenses typical of the
16 class; and (3) class representatives who can adequately represent the class.” (*Richmond v. Dart*
17 *Indus., Inc.* (1981) 29 Cal. 3d 462, 470.)

18 California law and policy favor the fullest and most flexible use of the class action device.
19 (*Id.* at pp. 469–73.) Indeed, “Courts long have acknowledged the importance of class actions as a
20 means to prevent a failure of justice in our judicial system” particularly where the rights of consumers
21 are at issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to the
22 appropriateness of class treatment should be resolved in favor of certification. (*Richmond, supra*, 29
23 Cal.3d at pp. 473–75.)

24 **B. The Criteria for Class Certification Are Satisfied**

25 **1. The Class Is Ascertainable and Numerous**

26 When determining whether a class is ascertainable, California courts focus on the following
27 three factors: “(1) the class definition, (2) the size of the class and (3) the means of identifying class
28 members.” (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Here, Plaintiff maintains there is an

1 easily ascertainable Class, defined by objective and precise criteria. (Settlement, ¶¶ 1.5, 1.12.) The
2 proposed Class that Plaintiff seeks to represent is ascertainable because (1) the Class definition is
3 sufficiently precise, (2) the Class consists of about 137 individuals, and (3) Class Members can be
4 readily identified by Defendant’s records. (*Id.* at ¶¶ 1.5, 1.8, 1.12, 4.1.) Because Class Members are
5 identified using specific criteria in the regular business records of Defendant—their employment by
6 Defendant in California, non-exempt classification, hourly wage, and actual work during the Class
7 Period—the Class is ascertainable. (*See Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952,
8 959–60 [class membership defined by ownership of product that is the subject of the lawsuit is
9 sufficient to make the class ascertainable].) “The requirement of Code of Civil Procedure section 382
10 that there be ‘many’ parties to a class action suit is indefinite and has been construed liberally.” (*Rose*
11 *v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.) “Where a question is of common interest to
12 ‘many’ persons, an action may be maintained as a class action even where the parties are numerous
13 and it is in fact practicable to join them all.” (*Id.*) “No set number is required as a matter of law for
14 the maintenance of a class action.” (*Id.*) “Thus, our Supreme Court has upheld a class representing
15 the 10 beneficiaries of a trust in an action for removal of the trustees.” (*Id.* [citing *Bowles v. Super.*
16 *Ct.* (1955) 44 Cal.2d 574]; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a class of 9
17 plaintiffs and 35 members].) Therefore, numerosity is plainly satisfied.

18 **2. There Are Many Common Issues of Law and Fact Which Predominate**

19 To satisfy the community of interest requirement, a proponent must show (1) common
20 questions of law and fact that predominate over individual issues, (2) class representatives have
21 claims or defenses typical of the class, and (3) class representatives adequately represent the class.
22 (*Dunk, supra*, 48 Cal.App.4th at p. 1806.) This inquiry tests whether proposed classes are sufficiently
23 cohesive to rationally warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE*
24 *Corp.* (1987) 191 Cal.App.3d 605, 611–12.)

25 Here, Plaintiff’s claims satisfy all three requirements. The employment practices at issue
26 include whether Defendant: paid employees all minimum, overtime, double time, and sick pay wages
27 owed; reimbursed employees for necessary business expenses; provided employees with and
28 authorize meal and rest periods or paid premiums for non-compliant breaks; paid all final wages to

employees at the time of termination; intentionally failed to pay all final wages; provided inaccurate itemized wage statements and whether Class Members were harmed; engaged in unfair business practices; and violated civil penalty provisions under PAGA. (Moon Decl., ¶¶ 3–4.) Plaintiff contends the factual and legal issues are the same for all Class Members, and further that all Class Members suffered from and seek redress for the same alleged injuries. (Plaintiff Decl., ¶¶ 3–6.) Considering Class Members would need to prove the same issues of law and fact to prevail, and their legal remedies are identical, it would be preferable to resolve all claims through a settlement than to force each Class Member to litigate their own individual claims. Thus, the Court should grant conditional class certification for settlement purposes because common questions of law and fact predominate over any individual questions within the Class.

3. Plaintiff’s Claims Are Typical of the Claims of the Class

The typicality requirement does not focus on the individual characteristics or circumstances of the representative plaintiff compared to those of the remainder of the class, but rather, upon the typicality of the proposed representative’s claims as they relate to the defendant’s conduct and activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 [“The only requirements a re [sic] that common questions of law and fact *predominate* and that the class representative be *similarly* situated” vis-à-vis the class.] [emphasis in original].) A representative plaintiff’s claims are typical of the class if they arise from the same event, practice, or course of conduct, and if the claims rest on the same legal theories. (*Id.*) That is precisely the case here. Plaintiff is a former employee of Defendant and alleges she was subject to the same policies and practices as other similarly situated employees. (Plaintiff Decl., ¶¶ 2–7.)

4. Plaintiff and Her Counsel Meet the Adequacy Requirement

The adequacy of representation requirements is met by fulfilling two conditions: (1) a named plaintiff must be represented by counsel qualified to conduct the pending litigation, and (2) a named plaintiff’s interests cannot be antagonistic to those of the class. (*McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.)

Here, all requirements are met. Plaintiff retained counsel with extensive experience in prosecuting complex class actions, including similar class actions that previously settled. (Moon

Decl., ¶¶ 47–57.) Based on their experience, Plaintiff’s Counsel unquestionably are “qualified, experienced and generally able to conduct the proposed litigation.” (*Miller, supra*, 148 Cal.App.3d at p. 874.) Plaintiff has, with counsel, litigated this case and diligently reviewed the settlement terms, showing dedication, and with full knowledge and acceptance of duties, she has committed to her role as Class Representative. (Plaintiff Decl., ¶¶ 11–22.) In addition, Plaintiff and her Counsel have no conflicts with one another, other Class Members, or the proposed Administrator. (*Id.* at ¶¶ 8–10; Moon Decl., ¶ 57.)

5. A Class Action Is Superior to a Multiplicity of Litigation

Finally, in making its class certification decision, the Court must determine that a class action would be superior to alternative means for the fair and efficient adjudication of the litigation. (*See Leyva v. Medline Indus. Inc.* (9th Cir. 2013) 716 F.3d 510, 514–15.) By consolidating many potential individual actions into a single proceeding, this Court’s use of the class action device enables it to manage this litigation in a manner that serves the economics of time, effort, and expense for the litigants and the judicial system. (*Id.*) Absent class treatment, similarly situated employees with small, but nevertheless meritorious, claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. (*Id.* at p. 515; *Gentry, supra*, 42 Cal.4th at pp. 457–62.) Moreover, in the context of settlement, the superiority concerns are essentially non-existent. (*See generally, e.g., Stamburgh, supra*, 62 Cal.App.3d.)

V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND AND SATISFIES RULES OF COURT

Class Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court, rule 3.766(e)–(f), rule 3.769(f).) Here, the proposed Class Notice, in the form attached to the Settlement as **Exhibit A**, meets all the requirements of California Rules of Court. The Notice summarizes the proceedings to date and the terms and conditions of the proposed Settlement in an informative and coherent manner. (Settlement, ¶¶ 1.1, 7.4, Ex. A.) It also states that the final approval decision has yet to be made, and provides the date, time, and location of the Final Approval Hearing. (*Id.*) It explains the right and procedures to opt-out or submit any written objections and/or arrange to appear at the Final Approval Hearing and verbally state any objections. (*Id.*) It makes clear the

1 Settlement does not constitute an admission of liability by Defendant, who denies all liability, and it
2 recognizes that this Court has not ruled on the merits of the action. (*Id.*) Thus, the proposed Notice
3 meets all the requirements of California Rule of Court 3.769(f). (Cal. Rules of Court, rule 3.769(f).)

4 The Class Notice also fulfills the requirement of neutrality in class notices. (Newberg,
5 Newberg on Class Actions (3rd ed. 1992) § 8.39.) Accordingly, the Notice complies with the
6 standards of fairness, completeness, and neutrality required of a combined settlement-certification
7 class notice.

8 California law vests the Court with broad discretion in fashioning an appropriate notice
9 program. (*Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 970, 973–74.) There is no statutory or due
10 process requirement that all class members receive actual notice, but in this matter, Class Members
11 will receive direct mailed notice, which is the best possible form of notice under the circumstances.
12 (Settlement, ¶ 7.4.2.) As the Court of Appeals has explained, “[t]he notice given should have a
13 reasonable chance of reaching a substantial percentage of the Class Members . . .” (*Cartt*, 50
14 Cal.App.3d at p. 974.)

15 **VI. CONCLUSION**

16 For the foregoing reasons, Plaintiff respectfully requests the Court grant this motion, enter the
17 proposed order submitted herewith regarding preliminary approval, and set a final approval hearing
18 no earlier than 120 days from the preliminary approval order.

19
20 Respectfully submitted,

21 Dated: January 30, 2026

MOON LAW GROUP, PC

22
23 By: _____

Kane Moon
Daniel J. Park

24
25 *Attorneys for Plaintiff*