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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

MARTHA GALLEGOS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

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

Defendants.

Case No.: 37-2023-00050824-CU-OE-CTL

Assigned for All Purposes to:
Honorable Gregory W. Pollack
Department C-71

CLASS ACTION

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

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

Hearing Date: December 4, 2026
Hearing Time: 9:30 a.m.
Hearing Place: Department C-71

Complaint Filed: November 21, 2023
FAC Filed: May 7, 2026
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on December 4, 2026, at 9:30 a.m., or as soon as the matter
2 may be heard, before the Honorable Gregory W. Pollack in Department C-71 of the San Diego
3 County Superior Court located 330 West Broadway San Diego, California 92101, Plaintiff Martha
4 Gallegos (“Plaintiff”) will and hereby does move for an order:

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

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

6
7 Dated: August 14, 2026

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
10 *Attorneys for Plaintiff*
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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement for all current and former hourly-paid or non-exempt employees of
4 Defendant within the State of California at any time during the period from November 21, 2019,
5 through April 30, 2026 (“Class,” “Class Members,” and “Class Period”). At the time of this motion,
6 the number of Class Members was estimated to be three hundred (300), which was confirmed by
7 Defendant. (Declaration of Douglas Han in Support of Motion for Preliminary Approval of Class
8 Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

9 **II. BACKGROUND**

10 On November 21, 2023, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
11 Court of California, County of San Diego, alleging eight (8) causes of action. (Han Decl., *supra*, at
12 ¶ 10.)

13 After engaging in discovery, investigations, and negotiation, the Parties attended mediation
14 with the mediator Gig Kyriacou on March 18, 2025, but were unable to negotiate a settlement at
15 the time. (Han Decl., *supra*, at ¶ 11.) After continuing negotiations with the mediator’s assistance,
16 the Parties reached a settlement via a mediator’s proposal in March 2026. (*Ibid.*)

17 On June 25, 2025, Plaintiff filed an Amendment to Complaint that added Defendant David
18 Lortscher, MD, P.C. as a named defendant. (Han Decl., *supra*, at ¶ 12.)

19 In line with the settlement, on April 28, 2026, Plaintiff provided a written notice to the
20 California Labor and Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 13;
21 Exhibit 3.)

22 On May 7, 2026, Plaintiff filed a First Amended Complaint that added cause of action for
23 violation of Labor Code section 2698 (PAGA). (Han Decl., *supra*, at ¶ 14; Exhibit 4.)

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1 **III. INVESTIGATION/ LITIGATION HISTORY**

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

3 After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 16.)
4 Plaintiff drafted and propounded form interrogatories, special interrogatories, requests for
5 admissions, and requests for production of documents, and Defendant responded to the formal
6 discovery requests. (*Ibid.*) The Parties met and conferred and agreed to engage in the informal
7 exchange of information and then eventually attended mediation. (*Ibid.*)

8 Prior to the mediation, Defendant produced documents relating to its policies, practices, and
9 procedures. (Han Decl., *supra*, at ¶ 17.) As part of Defendant’s production, Class Counsel reviewed
10 time records, pay records, and information relating to the size and scope of the Class. (*Ibid.*)
11 Putative class members were also located and interviewed to attain a better understanding of the
12 extent and frequency of the alleged day-to-day violations. (*Ibid.*)

13 Based on the information provided by Defendant and interviews with putative class
14 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees
15 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
16 failed to include non-discretionary bonuses in employees’ regular rate of pay; (4) failed to
17 reimburse employees for necessary business expenses; (5) issued noncompliant wage statements;
18 and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 19-26.)

19 **b. The Parties Were Able to Reach an Agreement**

20 **i. The Parties Attended Mediation Which Led to the Settlement**

21 The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 27.)
22 While the Parties did not initially settle at mediation, continuing negotiations with the mediator’s
23 assistance eventually resulted in a settlement via a mediator’s proposal, the terms of which were
24 memorialized in the Settlement Agreement. (*Id.* at ¶ 27; Exhibits 2, 5.)

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

3 The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl.,
4 *supra*, at ¶ 30.) Though cordial and professional, the settlement negotiations have always been
5 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted
6 arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

7 Plaintiff and Class Counsel recognize the expense and length of additional proceedings
8 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
9 31.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation,
10 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
11 foregoing, Plaintiff and Class Counsel believe that the Settlement Agreement is a fair, adequate,
12 and reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

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

14 The Parties investigated and evaluated the strengths and weaknesses of the claims and
15 defenses before reaching the Settlement Agreement and engaged in research and discovery to
16 support the Settlement Agreement. (Han Decl., *supra*, at ¶ 32.) The Settlement Agreement was only
17 possible following an investigation and evaluation of the relevant policies and practices, permitting
18 Class Counsel to engage in an analysis of liability and potential damages. (*Ibid.*) This case has
19 reached the stage where the Parties understand "the strength of the case; the reasonableness of the
20 settlement in light of the attendant risks of litigation, and in light of the best possible recovery"
21 sufficient to support the reasonableness, adequacy, and fairness of the Settlement Agreement. (Han
22 Decl., *supra*, at ¶ 32; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

23 **c. Terms of the Settlement**

24 **i. Deductions from the Settlement**

25 The Parties agreed that (subject to the Court's approval) this matter be settled and
26 compromised for the non-reversionary sum of \$499,000 ("Gross Settlement Amount") which
27 includes: (1) Class Counsel Fees Payment up to \$166,333.33 (1/3 of the Gross Settlement Amount);
28 (2) Class Counsel Litigation Expenses Payment up to \$30,000; (3) Class Representative Service

1 Payment up to \$10,000; (4) Administration Expenses Payment up to \$15,000; and (5) PAGA
2 Penalties up to \$40,000. (Han Decl., *supra*, at ¶ 28; footnote 4.)

3 **ii. Calculating Settlement Payments**

4 After all the Court-approved deductions from the Gross Settlement Amount, it is estimated
5 that \$237,666.67 (“Net Settlement Amount”) will be paid to the Participating Class Members –
6 with a gross *average* Individual Class Payment estimated at \$792.22. (Han Decl., *supra*, at ¶ 29.)

7 The Participating Class Members will receive a proportionate share of the Net Settlement
8 Amount as their Individual Class Payments using the formula set forth in the Settlement Agreement.
9 (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(e).) The Individual Class Payments will be
10 allocated twenty percent (20%) to the settlement of wage claims and eighty percent (80%) to the
11 settlement of claims for interests and penalties. (*Ibid.*)

12 The portion of the PAGA Penalties that are to be paid to each Aggrieved Employee as their
13 Individual PAGA Payments shall be determined using the formula set forth in the Settlement
14 Agreement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(d).) The Individual PAGA
15 Payments will be allocated as one hundred percent (100%) penalties. (*Ibid.*)

16 **iii. Notice to the Class**

17 No later than fourteen (14) calendar days after the Court grants Preliminary Approval,
18 Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 27; Exhibit 2,
19 *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the
20 Administrator will send the Class Notice with a translation to all the Class Members identified in
21 the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

22 **iv. Distribution of Funds**

23 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
24 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at §§ D(2), D(3).)
25 The uncashed settlement checks will be canceled and transmitted to the California Controller’s
26 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

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1 **v. Release of Claims**

2 Effective as of the date when Defendants fund the entire Gross Settlement Amount and all
3 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, each
4 Participating Class Member, on behalf of such Participating Class Member and such Participating
5 Class Member's former and present spouses, domestic partners, representatives, agents, attorneys,
6 heirs, legatees, beneficiaries, executors, administrators, successors, and assigns, hereby release the
7 Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at §
8 E(2).)

9 Effective as of the date when Defendants fund the entire Gross Settlement Amount and all
10 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, each
11 Participating and Non-Participating Class Members, who are Aggrieved Employees, each on behalf
12 of such Aggrieved Employee and such Aggrieved Employee's former and present spouses,
13 domestic partners, representatives, agents, attorneys, heirs, legatees, beneficiaries, executors,
14 administrators, successors, and assigns, hereby release the Released Parties from the Released
15 PAGA Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(3).)

16 Effective as of the date when Defendants fund the entire Gross Settlement Amount and all
17 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, on
18 behalf of Plaintiff and Plaintiff's former and present spouses, domestic partners, representatives,
19 agents, attorneys, heirs, legatees, beneficiaries, executors, administrators, successors, and assigns,
20 hereby generally releases and discharges the Released Parties from the Plaintiff's Release. (Han
21 Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(1).) Furthermore, Plaintiff expressly waives and
22 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

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

underlying the claims in the settled class action.”” (Amaro v. Anaheim Arena Management, LLC, supra, 69 Cal.App.5th at p. 537.) In other words, the released claims do not ““go beyond the scope of the allegations in the operative complaint”” (Ibid.)

d. Counsel for Both Parties Are Experienced in Similar Litigation

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

IV. ARGUMENT

a. Class Action Settlements Are Subject to Court Review

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.” (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.
...
- (b) 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.

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

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

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 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 for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar*, at p. 130; see also *Munoz*, at p. 409.)

Kullar’s instructions to the court are 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 his claims, provided there is a record that allows “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 \$499,000 Is Fair and Reasonable

The Settlement Agreement was only possible following an investigation and evaluation of the relevant policies and procedures, as well as the data produced, as referenced in Section III above, permitting Class Counsel to engage in an analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 32.)

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2 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
3 pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium wages;
4 (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to
5 reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions
6 Code section 17200. (Han Decl., *supra*, at ¶ 33.) Defendant vehemently denies the theories of
7 liability. (*Id.* at ¶ 34.)

8 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
9 to certification are always present. (Han Decl., *supra*, at ¶ 35.) As the California Supreme Court
10 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is a
11 matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores, Inc.*
12 have reached different conclusions regarding certification of wage-and-hour claims.³ (*Ibid.*) Thus,
13 the calculations for potential damages were discounted.

14 **ii. The PAGA Penalties of \$40,000 Are Reasonable**

15 The provisions of the Labor Code potentially triggering the PAGA penalties include Labor
16 Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229, 246(l), 510, 512(a), 558,
17 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 44.) Defendant
18 asserted that, regardless of the results of the underlying causes of action, the PAGA penalties are
19 not mandatory but permissive and discretionary. (*Ibid.*) Defendant maintained that it had a strong
20 argument that it would be unjust to award the maximum PAGA penalties given the state of the law
21 regarding the PAGA penalties. (Han Decl., *supra*, at ¶ 44; *Thurman v. Bayshore Transit Mgmt.*
22 (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) When limited to
23 the initial violation, the PAGA penalties could be limited to about **\$8,500** (85 employees x \$100

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

penalty for initial violation) on the low end and around **\$59,500** (85 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 45-47.)

Plaintiff recognized that the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 48.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Allocating \$40,000 to the PAGA penalties was reasonable given that Defendant is also paying an additional \$459,000 in the class settlement. (*Ibid.*) When the PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

Considering the defenses, supporting evidence, and position that the case is not suitable for class treatment, the Settlement 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, could be about **\$2,204,940.66** on the low end and around **\$2,376,620.66** on the high end. (Han Decl., *supra*, at ¶ 49.)

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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”).)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$313,637.90	70%	60%	\$37,636.55
Meal Break Premiums	\$77,148.70	60%	60%	\$12,343.79
Overtime/Minimum Wage: Off-the-Clock Work	\$343,360 to \$515,040	60%	50%	\$68,672 to \$103,008
Regular Rate	\$71,204.86	30%	50%	\$24,921.70
Unreimbursed Business Expenses	\$155,064	20%	70%	\$37,215.36
Wage Statement Penalty	\$276,250	50%	50%	\$69,062.50
Waiting Time Penalty	\$968,275.20	50%	50%	\$242,068.80
MAXIMUM TOTAL EXPOSURE	\$2,204,940.66 to \$2,376,620.66⁵			\$491,920.70 to \$526,256.70⁶

The realistic recovery for this case could be about **\$491,920.70** on the low end and **\$526,256.70** on the high end. (Han Decl., *supra*, at ¶ 57.) The Gross Settlement Amount is about twenty-one percent (21.00%) of the maximum potential exposure and around ninety-five percent (94.82%) of the maximum realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.”) This settlement is in line with the realistic exposure if Plaintiff had prevailed at trial and provides a reasonable recovery for the Class Members.

⁵ (Han Decl., *supra*, at ¶¶ 36-43.)

⁶ (*Id.* at ¶¶ 50-56.)

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

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

7 The Class is ascertainable and numerous as to make it impracticable to join all the Class
8 Members, and there are common questions of law and fact that predominate over any questions
9 affecting the individual Class Member. (Han Decl., *supra*, at ¶ 58.) Plaintiff contends that Plaintiff’s
10 claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately
11 protect the interests of the Class Members. (*Ibid.*) Plaintiff asserts that the prosecution of separate
12 actions by the individual Class Members would create the risk of inconsistent or varying
13 adjudications. (*Ibid.*)

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

15 “Ascertainability is required in order to give notice to putative class members as to whom
16 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
17 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs by
18 describing a set of common characteristics sufficient to allow a member of that group to identify
19 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
20 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
21 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

22 This case involves approximately three hundred (300) Class Members, meaning that the
23 Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 59; *Ghazaryan v. Diva Limousine, Ltd.*
24 (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and
25 former employees” is sufficiently numerous].)

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

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

11 **1. Common Issues Predominate**

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

23 Plaintiff asserts that common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 60.) Plaintiff contends that all the Class Members were subject to
25 the same or similar employment practices, policies, and procedures described above. (*Ibid.*)

26 **2. Plaintiff’s Claims Are Typical of the Class Claims**

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

1 Plaintiff is a former employee of Defendant and alleges that Plaintiff and the Class Members
2 were employed by the same company and injured by the common policies and practices related to
3 the claims described above. (Han Decl., *supra*, at ¶ 61.) Plaintiff seeks relief for these claims and
4 derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment
5 practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

6 **3. Plaintiff Is Adequate to Represent the Class**

7 Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 62.)
8 Plaintiff conducted themselves diligently and responsibly in representing the Class Members,
9 understands the fiduciary obligations, and actively participated in the prosecution of this case.
10 (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with a
11 complete understanding of the work experience and environment. (*Ibid.*) Furthermore, Plaintiff has
12 no interest adverse to the interests of the other Class Members. (*Ibid.*)

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

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

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

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

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

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

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

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

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

12 **V. CONCLUSION**

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

16
17 Dated: August 14, 2026

JUSTICE LAW CORPORATION

18 By: 
19 Douglas Han
20 Attorneys for Plaintiff

1 **PROOF OF SERVICE**
2 **1013A(3) CCP**

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101
6 Pasadena, California 91103. My electronic service address is
nalonsoesteban@justicelawcorp.com

7 On August 14, 2026, I served the foregoing document described as

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

11 for the following case: **Gallegos v. Curology, Inc. et al.**
12 LWDA/Court Case No.: **LWDA Case No.: CM-1173527-26**
13 **Court Case No.: 37-2023-00050824-CU-OE-CTL**
San Diego County Superior Court

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

15 **State of California**
16 **Labor & Workforce Development Agency**
17 **800 Capitol Mall, MIC-55**
Sacramento, California 95814

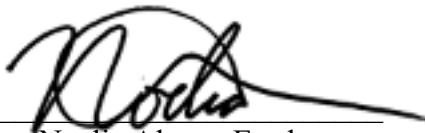
18 **[X] BY ELECTRONIC SUBMISSION**

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

21 **[X] STATE**

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

23 Executed on August 14, 2026, at Pasadena, California.

24 
25
26 Noelia Alonso Esteban
27
28