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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JONATHAN RUBY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

CRAIN CUTTER COMPANY, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 25CV466113

Assigned for All Purposes to:
Honorable Beth A. R. McGowen
Department 22

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 (Jonathan Ruby); and
Declaration of Julie Green filed concurrently
herewith]

Hearing Date: February 11, 2027
Hearing Time: 1:30 p.m.
Hearing Place: Department 22

Complaint Filed: May 19, 2025
FAC Filed: April 29, 2026
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on February 11, 2027 at 1:30 p.m., or as soon as the
2 matter may be heard, before the Honorable Beth A. R. McGowen in Department 22 of the Santa
3 Clara Superior Court located at 161 North First Street, San Jose, California 95113, Plaintiff
4 Jonathan Ruby (“Plaintiff”) moves 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”), attached as **Exhibit 2** to the
8 Declaration of Douglas Han, including, and not limited to, the means of allocation
9 and distribution of funds, the allocations for payments under the Private Attorneys
10 General Act of 2004 (“PAGA”), Class Counsel Fees Payment, Class Counsel
11 Litigation Expenses Payment, Class Representative Service Payments, and
12 Settlement Administration Expenses;
- 13 • Approving the Notice of Proposed Settlement of Class Action and Hearing Date
14 (“Class Notice”) attached as **Exhibit A** to the Settlement Agreement and
15 [Proposed] Order Preliminarily Approving Class Action Settlement;
- 16 • Directing the mailing of the Class Notice with a postage-paid return envelope to
17 the Class Members;
- 18 • Approving the deadlines for the notice and settlement administration process;
- 19 • Conditionally certifying the Class for settlement purposes only;
- 20 • Appointing Justice Law Corporation as Class Counsel;
- 21 • Approving CPT Group, Inc. as the Administrator;
- 22 • Appointing Plaintiff as the class representative;
- 23 • Approving the settlement of the PAGA claims; and
- 24 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
25 Agreement, at which time the Court will also consider whether to grant Final
26 Approval of the request for the Class Counsel Fees Payment, Class Counsel
27 Litigation Expenses Payment, Class Representative Service Payments, Settlement
28 Administration Expenses, and allocation of the PAGA Penalties.

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

6
7 Dated: May 21, 2026

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
Attorneys for Plaintiff

TABLE OF CONTENTS

I.	INTRODUCTION	10
II.	BACKGROUND	10
III.	INVESTIGATION/ LITIGATION HISTORY	10
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	10
b.	The Parties Were Able to Reach an Agreement	11
i.	The Parties Attended Mediation Which Led to the Settlement	11
ii.	The Settlement Was Reached as a Result of Arm's-length Negotiations	11
iii.	The Settlement Is the Result of Thorough Investigation	12
c.	Terms of the Settlement.....	12
i.	Deductions from the Settlement.....	12
ii.	Calculation of the Settlement Payments	12
iii.	The Allocation of 25% to Wages and 75% to Interests and Penalties Is Justified Under the Claims of this Action.....	13
iv.	Notice to the Class	14
v.	Distribution of Funds	14
vi.	Release of Claims	14
d.	Counsel for Both Parties Are Experienced in Similar Litigation	15
IV.	ARGUMENT	16
a.	Class Action Settlements Are Subject to Court Review	16
b.	The Settlement Is a Reasonable Compromise of Claims.....	16
i.	The Gross Settlement Amount of \$500,000 Is Fair and Reasonable.....	17
ii.	The PAGA Penalties of \$30,000 Is Reasonable	18
c.	Discount Analysis Justifies the Settlement	19
d.	Conditional Certification of the Class Is Appropriate	20
i.	The Class Is Ascertainable and Sufficiently Numerous	21
ii.	The Class Members Share a Well-defined Community of Interest	21

1	1.	Common Issues Predominate.....	22
2	2.	Plaintiff’s Claims Are Typical of the Class Claims.....	22
3	3.	Plaintiff Is Adequate to Represent the Class.....	22
4	4.	Class Action Is Superior for the Fair and Efficient	
5		Adjudication of this Controversy	23
6	e.	The Settlement Is Fair, Reasonable, and Adequate	23
7	f.	Notice to Class Members Complies with Rules of Court, Rule 3.769(f)	23
8	V.	CONCLUSION.....	24

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Acosta v. TransUnion, LLC</i>	
(C.D. Cal. 2007) 240 F.R.D. 564	20
<i>Aguiar v. Cintas Corp. No. 2</i>	
(2006) 144 Cal.App.4th 121	18
<i>Amaro v. Anaheim Arena Management, LLC</i>	
(2021) 69 Cal.App.5th 521	15
<i>Bartold v. Glendale Federal Bank</i>	
(2000) 81 Cal.App.4th 816	21
<i>In re Beef Industry Antitrust Litigation</i>	
(5th Cir. 1979) 607 F.2d 167	16
<i>Boyd v. Bechtel Corp.</i>	
(N.D. Cal. 1979) 485 F.Supp. 610	12
<i>Brinker Restaurant Corp. v. Superior Court</i>	
(2012) 53 Cal.4th 1004	22
<i>Capitol People First v. Department of Developmental Services</i>	
(2007) 155 Cal.App.4th 676	21, 22
<i>Classen v. Weller</i>	
(1983) 145 Cal.App.3d 27	22
<i>Detroit v. Grinnell Corp.</i>	
(2d. Cir. 1974) 495 F.2d 448.....	20
<i>Dunbar v. Albertson’s Inc.</i>	
(2006) 141 Cal.App.4th 1422	18
<i>Dunk v. Ford Motor Co.</i>	
(1996) 48 Cal.App.4th 1794	15, 23
///	
///	

Cases	Page(s)
<i>Espinoza v. Galardi South Enters.</i>	
(S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS	
2904... ..	22
<i>Green v. Obledo</i>	
(1981) 29 Cal.3d 126	16
<i>Harris v. Superior Court</i>	
(2007) 154 Cal.App.4th 164	17
<i>Hicks v. Kaufman & Broad Home Corp.</i>	
(2001) 89 Cal.App.4th 908	21
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900	18
<i>In re General Motors Corp. Engine Interchange Litigation</i>	
(7th Cir. 1979) 594 F.2d 1106	20
<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n</i>	
(1981) 452 U.S. 905	16
<i>Jones v. JGC Dallas LLC</i>	
(N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS	
185042.....	22
<i>Kullar v. Foot Locker Retail, Inc.</i>	
(2008) 168 Cal.App.4th 116	16, 17
<i>Linder v. Thrifty Oil Co.</i>	
(2000) 23 Cal.4th 429	21
<i>Linney v. Cellular Alaska Partnership</i>	
(9th Cir. 1998) 151 F.3d 1234	20
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
(2010) 186 Cal.App.4th 399	16, 17
///	

1	Cases	Page(s)
2	<i>Nordstrom Com. Cases</i>	
3	(2010) 186 Cal.App.4th 576	18
4	<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
5	(2004) 34 Cal.4th 319	17, 20, 21
6	<i>Thurman v. Bayshore Transit Mgmt.</i>	
7	(2012) 203 Cal.App.4th 1112	18
8	<i>Vasquez v. Superior Court</i>	
9	(1971) 4 Cal.3d 800	16
10	<i>Walsh v. IKON Office Solutions, Inc.</i>	
11	(2007) 148 Cal.App.4th 1440	18
12	Rules	
13	Federal Rule 23	16
14	Rules of Court, Rule 3.769	16
15	Rules of Court, Rule 3.769(f)	23
16	Rules of Court, Rule 3.769(g).....	16
17	Statutes	
18	Business and Professions Code § 17200.....	17
19	Civil Code § 1542	15
20	Code of Civil Procedure § 382.....	20, 23
21	Code of Civil Procedure § 877.6.....	17
22	Labor Code § 201.....	18
23	Labor Code § 202.....	18
24	Labor Code § 203.....	18
25	Labor Code § 204.....	18
26	Labor Code § 218.5.....	18
27	Labor Code § 221.....	18
28	Labor Code § 226.3.....	18

Statutes	Page(s)
Labor Code § 226.7.....	18
Labor Code § 226(a)	18
Labor Code § 229.....	18
Labor Code § 246(l).....	18
Labor Code § 510.....	18
Labor Code § 512(a)	18
Labor Code § 558.....	18
Labor Code § 1174(d).....	18
Labor Code § 1174.5.....	18
Labor Code § 1194.....	18
Labor Code § 1197.....	18
Labor Code § 1197.1.....	18
Labor Code § 1198.....	18
Labor Code § 2698.....	10
Labor Code § 2800.....	18
Labor Code § 2802.....	18

1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary wage-and-hour class and
3 representative action settlement by Plaintiff on behalf of Plaintiff and all current and former
4 hourly-paid or non-exempt employees of Defendant Crain Cutter Company, Inc. (“Defendant”)
5 within the State of California at any time during the period from May 19, 2021, through July 21,
6 2026 or the date of Preliminary Approval, whichever date is sooner (“Class,” “Class Members,”
7 and “Class Period”). At the time of mediation (April 21, 2026), the number of Class Members is
8 estimated to be one hundred seventeen (117), which was confirmed by Defendant. (Declaration
9 of Douglas Han in Support of Motion for Preliminary Approval of Class Action Settlement (“Han
10 Decl.”), ¶¶ 8, 9.)

11 **II. BACKGROUND**

12 On May 9, 2025, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court
13 of California, County of Santa Clara, alleging eight (8) causes of action. (Han Decl., *supra*, at ¶
14 10.)

15 After engaging in discovery, investigations, and negotiation, on April 21, 2026, the Parties
16 attended mediation with the mediator Jeffrey Fuchsman, resulting in the settlement of this matter.
17 (Han Decl., *supra*, at ¶ 11.)

18 In line with the settlement, on April 23, 2026, Plaintiff provided written notice to the
19 California Labor and Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶
20 12; Exhibit 3.)

21 On April 29, 2026, Plaintiff filed a First Amended Complaint that adjusted the “class”
22 definition and added cause of action for violation of Labor Code section 2698 (PAGA). (Han
23 Decl., *supra*, at ¶ 13; Exhibit 4.)

24 **III. INVESTIGATION/ LITIGATION HISTORY**

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

26 After initiating this lawsuit, the Parties engaged in informal discovery. (Han Decl., *supra*,
27 at ¶ 15.) The Parties then met and conferred and agreed to engage in an informal exchange of
28 information and then eventually attended mediation. (*Ibid.*)

1 Prior to the mediation, Defendant produced documents relating to the policies, practices,
2 and procedures. (Han Decl., *supra*, at ¶ 16.) As part of Defendant’s production, Class Counsel
3 reviewed time records, wage statements, and information relating to the size and scope of the
4 Class. (*Ibid.*) Putative class members were also located and interviewed to attain a better
5 understanding of the alleged day-to-day violations. (*Ibid.*)

6 Based upon the information provided by Defendant and interviews with putative class
7 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees
8 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked;
9 (3) failed to factor non-discretionary bonuses into employees’ regular rate; (4) failed to reimburse
10 employees for necessary business expenses; (5) issued noncompliant wage statements; and (6) is
11 liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 18-25.)

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

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

14 The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 26.)
15 During the mediation, the Parties discussed the risks of continued litigation, likelihood of
16 certification, and merits of the claims and defenses versus the benefits of settlement. (*Ibid.*) With
17 the assistance of the mediator, the Parties reached a settlement, the terms of which were
18 memorialized in the Settlement Agreement. (*Id.* at ¶ 26; Exhibits 2, 5.)

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

20 The Settlement Agreement was reached because of arm’s-length negotiations. (Han Decl.,
21 *supra*, at ¶ 29.) Though cordial and professional, the settlement negotiations have always been
22 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted
23 arm’s-length settlement negotiations until an agreement was reached after mediation. (*Ibid.*)

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1 Plaintiff and Class Counsel believe in the merits of the case but recognize the expense and
2 length of additional proceedings necessary to continue the litigation. (Han Decl., *supra*, at ¶ 30.)
3 Plaintiff and Class Counsel considered the uncertainty and risk of further litigation, potential
4 outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Plaintiff and Class Counsel
5 believe that the settlement set forth in the Settlement Agreement is fair, adequate, and reasonable
6 and is in the best interests of the Class Members. (*Ibid.*)

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

8 The Parties investigated and evaluated the factual strengths and weaknesses of the claims
9 and defenses and engaged in sufficient investigation, research, and discovery. (Han Decl., *supra*,
10 at ¶ 31.) The Settlement Agreement was only possible following an investigation and evaluation
11 of the relevant policies and procedures. (*Ibid.*) This information permitted Class Counsel to
12 engage in an analysis of liability and potential damages. This case has reached the stage the Parties
13 understand “the strength of the case; the reasonableness of the settlement in light of the attendant
14 risks of litigation, and in light of the best possible recovery” sufficient to support the
15 reasonableness, adequacy, and fairness of the Settlement Agreement. (Han Decl., *supra*, at ¶ 31;
16 *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

17 **c. Terms of the Settlement**

18 **i. Deductions from the Settlement**

19 The Parties agreed to settle this matter for a non-reversionary sum of \$500,000, which
20 includes the: (1) Class Counsel Fees Payment of up to \$175,000 (35% of the Gross Settlement
21 Amount); (2) Class Counsel Litigation Expenses Payment of up to \$20,000; (3) Class
22 Representative Service Payment of up to \$10,000; (4) Administration Expenses Payment of up to
23 \$10,000; and (5) PAGA Penalties of \$30,000. (Han Decl., *supra*, at ¶ 27.)

24 **ii. Calculation of the Settlement Payments**

25 If the Court approves the deductions from the Gross Settlement Amount, it is estimated
26 that \$255,000 (“Net Settlement Amount”) will be distributed to the Participating Class Members,
27 resulting in a gross *average* Individual Class Payment of \$2,179.49. (Han Decl., *supra*, at ¶ 28.)

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1 The Administrator will calculate and pay the Individual Class Payments for the
2 Participating Class Members using the formula set forth in the Settlement Agreement. (Han Decl.,
3 *supra*, at ¶ 26; Exhibit 2, *supra*, at § C(2)(e).) Furthermore, the Administrator will calculate and
4 pay the Individual PAGA Payments for the Aggrieved Employees using the formula set forth in
5 the Settlement Agreement. (*Id.* at § C(2)(d).)

6 **iii. The Allocation of 25% to Wages and 75% to Interests and Penalties Is**
7 **Justified Under the Claims of this Action**

8 The Individual Class Payments will be apportioned twenty-five percent (25%) in the
9 settlement of wage claims and seventy-five percent (75%) in the settlement of claims for penalties
10 and interest. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § C(2)(e).)

11 The allocation of wages and penalties was based on the approximate realistic exposure
12 that Plaintiff could expect to receive for meal and rest break premiums and unpaid and underpaid
13 wages. (Han Decl., *supra*, at ¶ 50.) Plaintiff first added the realistic exposure for rest break
14 premiums and meal break premiums ($\$15,849.20 + \$103,076.88 = \$118,926.08$). (*Ibid.*) Plaintiff
15 then added the $\$117,919.59$ to the low end realistic exposure for unpaid wages due to off-the-
16 clock work, and underpaid wages ($\$118,926.08 + \$17,353.69 + \$288.75 = \$136,568.52$). (*Ibid.*)
17 The realistic exposure of $\$136,568.52$ that Plaintiff can expect to receive if they were to prevail
18 at trial for meal and rest break premiums, low end unpaid wages due to off-the-clock work, and
19 underpaid wages represents about twenty-eight percent (28.81%) of the low end total realistic
20 exposure and PAGA penalties ($\$136,568.52 \div \$474,067.08 = 0.28808 \times 100 = 28.81\%$). (*Ibid.*)
21 Because this represents close to twenty-five percent (25%) of wages, it is appropriate to allocate
22 twenty-five percent (25%) as wages and seventy-five percent (75%) as interest and penalties
23 pursuant to the Settlement Agreement. (Han Decl., *supra*, at ¶ 50.)

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1 **iv. Notice to the Class**

2 No later than fourteen (14) calendar days after the Court grants preliminary approval,
3 Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 26; Exhibit 2,
4 *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the
5 Administrator will mail the Class Notices with a translation to all the Class Members via first-
6 class regular U.S. Mail. (*Id.* at § G(4)(c).)

7 **v. Distribution of Funds**

8 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
9 manner set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at §§
10 D(2), D(3).) The uncashed settlement checks will be transmitted to the California Controller's
11 Unclaimed Property Fund. (*Id.* at § D(3)(c).)

12 **vi. Release of Claims**

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

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

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

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

d. Counsel for Both Parties Are Experienced in Similar Litigation

Counsel for the Parties 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. (*Ibid.*) Thus, Class Counsel are experienced and qualified to evaluate the class claims, advantages, and disadvantages of settlement versus trial, and viability of the defenses. (*Ibid.*) Class Counsel's experience guided their determination to endorse the Settlement Agreement.¹ (*Ibid.*)

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¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Class Notice has been 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.

1 **IV. ARGUMENT**

2 **a. Class Action Settlements Are Subject to Court Review**

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

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

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

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

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

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

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

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

10 **i. The Gross Settlement Amount of \$500,000 Is Fair and Reasonable**

11 The Settlement Agreement was only possible following an investigation and evaluation
12 of the relevant policies and procedures in place and the data provided for the putative class, as
13 referenced in Section III(b) above, permitting Class Counsel to engage in an analysis of liability
14 and potential damages. (Han Decl., *supra*, at ¶ 31.)

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

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

27 _____
28 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
of class claiming misclassification and ordering summary adjudication in favor of employees],

1 **ii. The PAGA Penalties of \$30,000 Is Reasonable**

2 The provisions of the Labor Code potentially triggering the PAGA penalties include Labor
3 Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229, 246(l), 510, 512(a), 558,
4 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 43.)
5 Defendant asserts that the PAGA penalties are not mandatory but permissive and discretionary.
6 (*Ibid.*) Defendant maintains that it had a strong argument it would be unjust to award the
7 maximum PAGA penalties given the law’s unsettled state. (Han Decl., *supra*, at ¶ 43; *Thurman*
8 *v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this
9 authority].) When limited to initial violation, the PAGA penalties could be around **\$4,400** (44
10 employees x \$100 initial violation) on the low end and about **\$30,800** (44 employees x \$100 initial
11 violation x 7 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 44-47.)

12 Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*,
13 at ¶ 48.) Many of the causes of action brought were duplicative of the statutory claims, such as
14 Labor Code sections 201, 202, 203, 226.7, 510, 512(a), 1194, 1197, 1198, 2800, and 2802. (*Ibid.*)
15 Thus, allocating \$30,000 as the PAGA Penalties was reasonable given that Defendant is paying
16 an additional \$470,000 in the class settlement. (*Ibid.*) When the PAGA penalties are negotiated
17 in good faith and “there is no indication that [the] amount was the result of self-interest at the
18 expense of other Class Members,” such amounts are considered reasonable.⁴ (*Ibid.*)

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

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23 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
24 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
25 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2*
26 (2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson’s Inc.* (2006)
27 141 Cal.App.4th 1422 [affirming denial of certification].)

28 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. 08-00844, 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”).

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 **\$1,953,026.49** on the low end and around **\$2,023,886.96** on the high end. (Han Decl., *supra*, at ¶ 49.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$181,133.68	75%	65%	\$15,849.20
Meal Break Premiums	\$1,178,021.43	75%	65%	\$103,076.88
Overtime/Minimum Wage: Off-the-Clock Work	\$141,662.81 to \$212,523.28	65%	65%	\$17,353.69 to \$26,034.10
Regular Rate	\$855.57	25%	55%	\$288.75
Unreimbursed Business Expenses	\$14,625	25%	65%	\$3,839.06
Wage Statement Penalty	\$85,800	25%	25%	\$48,262.50
Waiting Time Penalty	\$350,928	25%	25%	\$197,397
MAXIMUM TOTAL EXPOSURE	\$1,953,026.49 to \$2,023,886.96⁵			\$386,067.08 to \$394,747.49⁶

Based on this analysis, the realistic recovery could be about **\$386,067.08** on the low end and around **\$394,747.49** on the high end. (Han Decl., *supra*, at ¶ 58.) The Gross Settlement Amount is about twenty-four percent (24.70%) of the maximum potential exposure and well above the maximum realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

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⁵ (Han Decl., *supra*, at ¶¶ 35-42.)

⁶ (*Id.* at ¶¶ 51-57.)

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

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

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

20 The Class is ascertainable and numerous as to make it impracticable to join all the Class
21 Members, and there are common questions of law and fact amongst the Class Members. (Han
22 Decl., *supra*, at ¶ 59.) Plaintiff contends that, as a former hourly-paid, non-exempt employee of
23 Defendant, Plaintiff’s claims are typical of the claims of the Class Members, and Class Counsel
24 will fairly and adequately protect the interests of the Class Members. (*Ibid.*) Furthermore, Plaintiff
25 asserts that the prosecution of separate actions by the individual Class Members would create the
26 risk of inconsistent or varying adjudications. (*Ibid.*)

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This case involves about one hundred seventeen (117) Class Members, meaning that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 60.) The Class Members will be identified by Defendant through a review of the employment records regarding all hourly-paid or non-exempt employees during the Class Period. (*Ibid.*)

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

/ / /

1. Common Issues Predominate

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

Plaintiff asserts that common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 61.) Plaintiff contends that all the Class Members were subject to the same or similar employment practices, policies, and procedures described above. (*Ibid.*)

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

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

Plaintiff is a former employee of Defendant and alleges that Plaintiff and Class Members, were employed by the same company and injured by the common policies and practices related to the claims described above. (Han Decl., *supra*, at ¶ 62.) Plaintiff seeks relief for these claims and derivative claims on behalf of the Class. (*Ibid.*) Plaintiff’s claims arise from the same employment practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

3. Plaintiff Is Adequate to Represent the Class

Plaintiff has proven to be an adequate representative. (Han Decl., *supra*, at ¶ 63.) Plaintiff has conducted himself diligently and responsibly in representing the Class, understands the fiduciary obligations, and has actively participated in the prosecution of this case. (*Ibid.*) Furthermore, Plaintiff has no interests that are adverse to those of the Class Members. (*Ibid.*)

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

3 A class action is superior to other available means for the fair and efficient adjudication
4 of this controversy. Plaintiff contends that the joinder of all Class Members is impractical and
5 that class treatment will permit many similarly situated persons to prosecute their common claims
6 for settlement purposes simultaneously in a single forum without the duplication of effort and
7 expense. Because some of the Class Members are current employees, Plaintiff believes that fear
8 of retaliation further supports the superiority of class-wide relief as this fear deters legal redress.

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

10 In deciding whether to approve a proposed class action settlement under Code of Civil
11 Procedure section 382, the Court must find a proposed settlement is “fair, adequate and
12 reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class
13 action settlement is presumed fair under the following circumstances: (1) the parties reached
14 settlement after arm’s-length negotiations; (2) investigation and discovery were sufficient to
15 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation;
16 and (4) the percentage of objectors is small. (*Id.* at p. 1802.) All these elements are present here.

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

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

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

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

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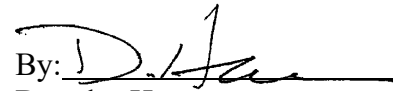
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1 **V. CONCLUSION**

2 Plaintiff submits that the Settlement is in the best interests of the Class. Plaintiff submits
3 that the Settlement should be preliminarily approved by the Court, Class should be conditionally
4 certified for purposes of settlement only, and Class Notice should be approved.

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6 Dated: May 21, 2026

JUSTICE LAW CORPORATION

7 By: 
8 Douglas Han
9 *Attorneys for Plaintiff*

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

On May 21, 2026, I served the foregoing document described as

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

for the following case:	Ruby v. Crain Cutter Company, Inc.
LWDA/Court Case No.:	LWDA Case No.: CM-1172603-26
	Court Case No.: 25CV466113
	Santa Clara County Superior Court

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

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

[X] BY ELECTRONIC SUBMISSION

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

[X] STATE

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

Executed on May 21, 2026, at Pasadena, California.

Bitty Minnis Lemley
Bitty Minnis-Lemley