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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

TENECA COSBY, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

v.

SNP PHARMACY, LLC d/b/a SKILLED NURSING PHARMACY, a California limited liability company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 26CUB03851

Assigned for All Purposes to:
Honorable Gregory A. Pulskamp
Division J

CLASS ACTION

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

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

Hearing Date: December 16, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Division J

Complaint Filed: September 29, 2026
Trial Date: None Set

PLEASE TAKE NOTICE that on December 16, 2026, at 8:30 a.m. or as soon as the matter may be heard, before the Honorable Gregory A. Pulskamp in Division J of the Kern County Superior Court located at 1215 Truxtun Avenue, Bakersfield, California 93301, Plaintiff Teneca Cosby ("Plaintiff") will and hereby does move for an order:

- Granting Preliminary Approval of the class action settlement described herein and as set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") that was entered between Plaintiff and Defendant SNP Pharmacy, LLC d/b/a Skilled Nursing Pharmacy ("Defendant"), attached as **Exhibit 2** to the Declaration of Douglas Han, including, and not limited to, the means of allocation and distribution of funds;
- Approving the Notice of Class Action Settlement and Claim Form ("Notice Packet") attached as **Exhibit A** and **Exhibit B** to the Agreement respectively;
- Directing the mailing of the Notice Packet with a postage-paid return envelope to the Class Members;
- Approving the proposed deadlines for the claims administration process;
- Conditionally certifying the Class for settlement purposes only;
- Appointing Justice Law Corporation as Class Counsel;
- Approving CPT Group, Inc. as the Administrator
- Appointing Plaintiff as the class representative; and
- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Attorneys' Fees and Costs, Class Representative Service Payment, Administration Costs, and approval of the allocation of the Private Attorney General Act of 2004 ("PAGA") Penalties.

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

Dated: November 12, 2026

JUSTICE LAW CORPORATION

By: 

Douglas Han
Attorney for Plaintiff

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I. INTRODUCTION

This motion seeks preliminary approval of a proposed wage-and-hour class action settlement by Plaintiff on behalf of Plaintiff and all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from January 1, 2022, through May 6, 2026 ("Class" "and "Class Period"). The number of Class Members during the Class Period is estimated to be 1,208, which was confirmed by Defendant. (Declaration of Douglas Han in Support of Motion for Preliminary Approval of Class Action Settlement ("Han Decl."), ¶¶ 8, 9.)

II. BACKGROUND

On November 18, 2021, Derick Lynch provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit 3.)

On February 9, 2022, Derick Lynch filed a representative PAGA action in the Superior Court of California, County of Los Angeles. (Han Decl., *supra*, at ¶ 11; Exhibit 4.)

On March 12, 2025, the Parties attended mediation with the mediator Brandon McKelvey but did not settle on the day of mediation and engaged in discovery and further investigation thereafter. (Han Decl., *supra*, at ¶ 12.) With the continued assistance of the mediator, and following the issuance of a mediator's proposal, the Parties reached a settlement in May 2026. (*Ibid*.) Pursuant to the settlement, Derick Lynch settled his claims on an individual basis. (*Id*. at ¶ 13.)

In line with the settlement, on May 29, 2026, Plaintiff Teneca Cosby provided written notice to the LWDA and Defendant. (Han Decl., *supra*, at ¶ 14; Exhibit 5.)

On September 29, 2026, Plaintiff filed a wage-and-hour class action and PAGA lawsuit in the Superior Court of California, County of Kern, alleging nine (9) causes of action. (Han Decl., *supra*, at ¶ 15; Exhibit 6.)

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III. INVESTIGATION/ LITIGATION HISTORY

a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions

The Parties have engaged in discovery, investigation, and negotiations. (Han Decl., *supra*, at ¶ 17.) Class Counsel drafted and propounded form interrogatories, special interrogatories, requests for admission, and requests for production of documents, and Defendant responded to the formal discovery requests. (*Ibid.*) The Parties then met and conferred and agreed to engage in an informal exchange of information and then eventually attended mediation. (*Ibid.*)

Defendant produced documents relating to its policies, practices, and procedures. (Han Decl., *supra*, at ¶ 18.) Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Putative class members were located and interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day. (*Ibid.*)

Based on the information provided by Defendant and interviews with putative class members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failing to factor non-discretionary bonuses into employees' regular rate of pay; (4) maintaining an illegal rounding practice; (5) failed to reimburse employees for necessary business expenses; (6) issued noncompliant wage statements; and (7) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 20-27.)

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

i. The Parties Attended Mediation Which Led to the Settlement

The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 28.) While the Parties did not settle at mediation, continued negotiations eventually resulted in a settlement via a mediator's proposal, the terms of which were memorialized in the Settlement Agreement. (*Id.* at ¶ 28; Exhibits 2, 7.)

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ii. The Settlement Was Reached Through Arm's-Length Negotiations

The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 31.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (*Ibid.*)

The expense and length of additional proceedings necessary to continue the litigation through trial and any possible appeals is recognized. (Han Decl., *supra*, at ¶ 32.) The uncertainty and risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation have also been considered. (*Ibid.*) Class Counsel believe that the settlement is a fair, adequate, and reasonable settlement and is in the best interests of Class Members. (*Ibid.*)

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

The Parties investigated and evaluated the strengths and weaknesses of the claims and defenses before reaching the Settlement and engaged in research and discovery to support the Settlement Agreement. (Han Decl., *supra*, at ¶ 33.) The Settlement Agreement was only possible following an investigation and evaluation of the relevant policies and practices, permitting Class Counsel to engage in an analysis of liability and potential damages. (*Ibid.*) This case has reached the stage where the Parties understand "the strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best possible recovery" sufficient to support the reasonableness, adequacy, and fairness of the Settlement Agreement. (Han Decl., *supra*, at ¶ 33; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

c. Terms of the Settlement

i. Deductions from the Settlement

The Parties agreed that this matter be settled for the sum of $622,500 ("Gross Settlement Amount") that includes: (1) attorneys' fees up to $217,875 (35% of the Gross Settlement Amount); (2) attorneys' costs to Class Counsel up to $26,000; (3) Class Representative Service Payment up to $5,000; (4) Administration Costs up to $13,250; and (4) PAGA Penalties up to $60,000. (Han Decl., *supra*, at ¶ 29.)

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ii. Calculating Settlement Payments

Assuming that all the requested payments are approved and paid in the amounts requested, the Net Settlement Amount is estimated to be $300,375. (Han Decl., *supra*, at ¶ 30.) The amount to be distributed to the Claimants will equal at least $100,375. (*Ibid.*) After all the Individual Class Payments have been paid, any remaining unclaimed funds from the Net Settlement Amount above $100,375 shall remain the property of the Defendant. (*Ibid.*)

The Claimants will receive a proportionate share of the Net Settlement Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at ¶ 52.) If the total Individual Class Payments to the Claimants equals less than $100,375, the Administrator will proportionately increase the Individual Class Payment for each Claimant to ensure that the total Individual Class Payments equal at least $100,375. (*Id.* at ¶¶ 29, 52.) All the Individual Class Payments will be allocated twenty percent (20%) as wages and eighty percent (80%) as interest, penalties, and other non-wages. (*Id*. at ¶ 53.)

The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at ¶ 51.) The Aggrieved Employees' portion of the PAGA Penalties will be allocated as one hundred percent (100%) penalties. (*Id.* at ¶ 53.)

iii. Notice to the Class

Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class Data(s) to the Administrator. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at ¶ 60.) Within fourteen (14) calendar days of receiving the Class Data(s), the Administrator will mail a Notice Packet to all the Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available. (*Id.* at ¶ 60.)

iv. Distribution of Funds

The Gross Settlement Amount will be funded pursuant to the timeline and manner set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at ¶¶ 46, 47.) The uncashed settlement checks will be transmitted to California Controller's Unclaimed Property Fund in the name of the Claimants. (*Id.* at ¶ 56.)

v. Release of Claims

Upon Defendant's funding of the Gross Settlement Amount, and the employer's share of payroll taxes owed on the wage portion of the Individual Class Payments, all the Settlement Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at ¶ 59(b).)

Upon Defendant's funding of the Gross Settlement Amount, and the employer's share of payroll taxes owed on the wage portion of the Individual Class Payments, all the Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at ¶ 59(c).)

Upon Defendant's funding of the Gross Settlement Amount, and the employer's share of 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 ¶ 28; Exhibit 2, *supra*, at ¶ 59(a).) 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 complaint. 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.*)

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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.*) This experience 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." (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary approval of class settlements:

> (a) A settlement or compromise of an entire class action, or a cause of action in a class action, or as to a party, requires the approval of the court after hearing.
>
> . . .
>
> (c) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.

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

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

[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. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties cite Federal Rule 23 and federal case law in addition to California law.

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 courts 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 $622,500 Is Fair and Reasonable

As discussed in Section III above, Class Counsel's investigation and the data produced allowed for a proper analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 33.)

The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions Code section 17200. (Han Decl., *supra*, at ¶ 34.) Defendant vehemently denies the theories of liability. (*Id.* at ¶ 35.)

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While Plaintiff believes that the case is suitable for certification, uncertainties with respect to certification are always present. (Han Decl., *supra*, at ¶ 36.) As the California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.[3] (*Ibid.*) The calculations for potential damages were discounted.

ii. The PAGA Penalties of $60,000 Is Reasonable

The provisions of the Labor Code potentially triggering the PAGA penalties in this case include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 45.) Defendant asserted that, regardless of the results of the underlying causes of action, the PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained that it had a strong argument that it would be unjust to award the maximum PAGA penalties given the state of the law regarding the PAGA penalties. (Han Decl., *supra*, at ¶ 45; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) When limited to the initial violation, the PAGA penalties could be limited to about **$120,800** (1,208 employees x $100 penalty for initial violation). (Han Decl., *supra*, at ¶¶ 46-48.) Class Counsel had to consider the possibility that the Court could assess only the initial violation rate. (*Id.* at ¶ 48.) Class Counsel also had to consider Defendant's potential counterargument, such as making remedial efforts to comply with the violations set forth in the written notice sent to the LWDA, in addition to the amendments made to Labor Code section 2699. (*Ibid.*) Class Counsel considered all these potential obstacles, counterarguments, and defenses prior to and during

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

mediation and settlement negotiations when calculating the PAGA penalties and applied several discounts when calculating the PAGA penalties. (Han Decl., *supra*, at ¶ 48.)

Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 49.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) This, allocating $60,000 to the PAGA penalties was reasonable given that Defendant is also paying an additional $562,500 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 **$18,795,463.16** on the low end and around **$19,632,261.92** on the high end. (Han Decl., *supra*, at ¶ 50.)

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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	$3,068,445.41	75%	75%	$191,777.84
Meal Break Premiums	$2,560,910.04	75%	65%	$224,079.63
Overtime/Minimum Wage: Off-the-Clock Work	$1,673,050.25 to $2,509,849.01	65%	65%	$204,948.66 to $307,456.50
Regular Rate	$27,737.46	35%	55%	$8,113.21
Unreimbursed Business Expenses	$30,200	35%	75%	$4,907.50
Wage Statement Penalty	$4,832,000	85%	85%	$108,720
Waiting Time Penalty	$6,603,120	85%	85%	$148,570.20
MAXIMUM TOTAL EXPOSURE	**$18,795,463.16** to **$19,632,261.92**[5]			**$891,117.04** to **$993,624.88**[6]

The total estimated realistic exposure could be about **$891,117.04** on the low end and **$993,624.88** on the high end. (Han Decl., *supra*, at ¶ 58.) The Gross Settlement Amount is about three percent (3.17%) of the maximum potential exposure and around sixty-two percent (62.65%) of the maximum realistic exposure at trial, which is a reasonable settlement. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124.) "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 prevailed at trial and provides a reasonable recovery for the Class Members.

[5] (Han Decl., *supra*, at ¶¶ 37-44.)

[6] (*Id*. at ¶¶ 51-57.)

d. Conditional Certification of the Class Is Appropriate

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

The Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any questions affecting any individual Class Member. (Han Decl., *supra*, at ¶ 59.) Plaintiff contends that Plaintiff's claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately protect the interests of the Class Members. (*Ibid.*) Plaintiff asserts that the prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

i. The Proposed Class Is Ascertainable and Sufficiently Numerous

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

This case involves approximately 1,208 Class Members, meaning that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 60; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of "as many as 190 current and former employees" is sufficiently numerous].)

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

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives 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 plaintiffs renders class certification appropriate." (*Ibid.*) The application of each of these factors is discussed below.

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

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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.*) Thus, the 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 class representative. (Han Decl., *supra*, at ¶ 63.) Plaintiff conducted themself diligently and responsibly in representing the Class Members, understands the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Furthermore, Plaintiff has no interest averse to the interests of the other Class Members. (*Ibid.*)

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

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

e. The Settlement Is Fair, Reasonable, and Adequate

In deciding whether to approve a proposed class action settlement under Code of Civil Procedure section 382, the Court must find that a proposed settlement is "fair, adequate and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action

settlement is presumed fair under the following circumstances: (1) parties reached settlement after arm's-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements are present herein.

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

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

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

The Notice Packet will provide: (1) information regarding the nature of this case; (2) summary of the principal terms of the Agreement; (3) Class definition; (4) total number of Workweeks that each Class Member worked for Defendant during the Class Period; (5) each Class Member's estimated settlement payment and formula for calculating their settlement payment; (6) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes regarding Workweeks; (7) requirements relating to, and deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection, and written disputes regarding Workweeks; (8) claims to be released; and (9) date and time of the Final Approval Hearing. (Han Decl., *supra*, at ¶ 69.) The Notice Packet will include the Claim Form, which will provide pertinent employment information. (*Id.* at ¶ 70.)

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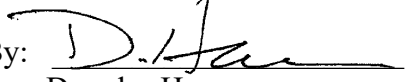
V. CONCLUSION

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

Dated: November 12, 2026

JUSTICE LAW CORPORATION

By: 

Douglas Han
Attorney for Plaintiff

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On November 12, 2026, I served the foregoing document described as

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

for the following case: **Teneca Cosby v. SNP Pharmacy, LLC dba Skilled Nursing Pharmacy**
LWDA/Court Case No.: **LWDA Case No.: CM- 1180800-26**
Court Case No.: 26CUB03851
Kern County Superior Court

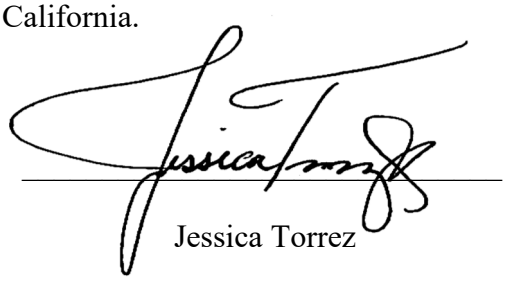
on interested parties in this action by electronically submitting as follows:

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 November 12, 2026, at Pasadena, California.



Jessica Torrez