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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DAVID MADDEN, Plaintiff, v. PATRIOT GROWTH INSURANCE SECIVICES, LLC, *et al.*, Defendants.	**Case No. 23STCV26753** **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** **Judge:** **Hon. Carolyn B. Kuhl** **Department:** **SSC-12** **Date:** **January 28, 2026** **Time:** **10:30 a.m.** **Complaint filed:** **October 31, 2023** **Trial date:** **Not set**

TO DEFENDANTS AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on January 28, 2026, at 10:30 a.m., or as soon thereafter as the matter may be heard before the Honorable Carolyn B. Kuhl, in department SSC-12 of the above-referenced court, located at 312 N. Spring Street, Los Angeles, California, 90012, Plaintiff David Madden will, and hereby does, move the Court for an order preliminarily approving the parties' class action and PAGA settlement.

This motion is made pursuant Court Rule 3.769 and Labor Code section 2699(l)(2).

This motion is based on this notice of motion and motion, the attached memorandum of points and authorities, the declaration of William M. Turner, the exhibits submitted herewith, the records and files in this action, and upon such further evidence and argument as may be presented at the hearing on this motion.

Dated: October 23, 2025

Turner Dhillon LLP

By: ______________________________
WILLIAM M. TURNER
Attorneys for Plaintiff
David Madden

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff David Madden seeks preliminary approval of a non-reversionary $700,000 settlement on behalf of a class of 412 current and former nonexempt hourly employees of Defendants Patriot Growth Insurance Services, LLC, Churchill Premier Insurance Services, Inc. dba/fka Churchill & Associates Insurance Services, Inc., and Neil Churchill (collectively "Patriot"). The average gross settlement amount is $1,699.03 per settlement class member and $12.18 per workweek. Class counsel seeks an award of attorney's fees in the amount of $233,333.34, which is 33.33% of the amount of the settlement. The settlement is reasonable and fair to the putative settlement class, the PAGA group, and the LWDA. Therefore, this Court should preliminarily approve the settlement.

II. BACKGROUND

A. The Complaint

Madden filed a lawsuit in Los Angeles County Superior Court against Patriot on October 31, 2023, alleging individual and class action claims (LASC Case No. 23STCV26753). On February 28, 2024, Madden filed a First Amended Complaint (FAC) dismissing his individual claims without prejudice, and alleging class and PAGA claims related to Defendants' wage and hour violations.

Madden's claims are as follows:

Class Claims:

- Failure to pay all wages due, including commissions;
- Failure to reimburse employees for necessary business expenses;
- Failure to timely pay wages due at termination; and
- Violations of the Unfair Competition Law (UCL).

PAGA Violations:

- Failure to pay all wages due;
- Misclassification and failure to pay overtime;
- Misclassification and failure to provide meal and rest periods;
- Failure to provide accurate itemized wage statements;
- Failure to pay all commissions due;

- Failure to reimburse employees for necessary business expenses;
- Failure to timely pay wages due at termination; and
- Failure to provide written notice of the amount of paid sick leave available.

B. Mediation

On April 10, 2025, the parties participated in private mediation with David Phillips, Esq. of Signature Resolution.

In advance of mediation, the parties agreed to exchange informal discovery. The parties exchanged various documents, including Madden's personnel file, compensation agreement, wage and hour records, letters of employment and termination, Patriot's expense reimbursement policy, emails between Madden and Churchill between December 8, 2022, and May 3, 2023, the hire and termination date of all putative class members, and wage statements for a random sampling of 40% of Patriot's employees. The documents exchanged in advance of mediation included the following data:

- Putative class members: 412;
- Workweeks during the Class Period (October 31, 2019 – mediation): 57,499; and
- Pay periods during the PAGA Period (October 4, 2022 – mediation): 16,950.

Patriot produced sufficient data and documents for Madden to evaluate Patriot's representative-PAGA-claim exposure, including data identifying the dates of employment and job titles for each allegedly "aggrieved employee" in the PAGA group, and documents reflecting Patriot's employment policies. (Turner Decl. ¶ 2.) Additionally, Madden had sufficient information to evaluate Patriot's class action exposure.

After the mediation session concluded without a settlement, David Phillips, Esq. made a "mediator's proposal," which was accepted by all parties on April 24, 2025. The key terms of the settlement are that:

- Patriot will pay $700,000 to settle Plaintiff's putative class claims and PAGA claim:
    - The PAGA settlement amount is $5,000 ($3,750 to the LWDA and $1,250 to the aggrieved employees);
    - Madden will apply for, and Patriot will not oppose, a class representative service payment of not more than $10,000, in addition to any individual class

- payment and any individual PAGA payment that he is entitled to receive as a participating class member;
  - Class counsel will apply for, and Patriot will not oppose, an award of attorney's fees in the amount of 33.33% of $700,000, which is $233,333.34; and
  - Class counsel will apply for, and Patriot will not oppose, an award of costs in the amount of $12,276.20.

(Ex. 1, Settlement Agreement, ¶¶ 3.1, 3.2.1, 3.2.2, 3.2.5.)

Additional terms of the Settlement Agreement include:

- Notice to settlement class members. Notice shall be provided which shall state the number of eligible pay periods applicable to each class member and their estimated payment. The procedure for dissemination of the notice, as well as the procedure class members must follow to dispute the dates of employment, submit objections to the settlement and/or requests for exclusion from the class, is specifically articulated in the Settlement Agreement.
- Procedure for exclusion. Class members who wish to exclude themselves from the class must communicate to the settlement administrator a clear desire to be excluded, including the case name, address and email address or telephone number.
- Procedure for objecting. Class members who wish to object to the settlement must submit their objection to the settlement administrator or appear in Court to present verbal objections.
- Limited scope of the release as to the participating class members' claims. There is no Civil Code section 1542 release of settlement class members' claims. The release of class members' claims is consistent with the terms of the template LASC settlement, and is limited in scope to all claims alleged in or related to the Action based on the facts alleged in the PAGA notice letter and FAC. Released claims include claims for or relating to underpaid wages, minimum wages, overtime, meal and rest period penalties, unreimbursed business expenses, wage statement

penalties, waiting time penalties, and/or PAGA. This is consistent with case law and limits the class release to those claims that were asserted in or may arise out of the facts pleaded in the operative complaint. *See TBK Partners, Ltd. V. W. Union Corp.*, 675 F.2d 456, 460 (2d Cir. 1982); Alba Conte & Herbert Newberg, Newberg on Class Actions §12:15 (4th ed. 2002), at 312 ("The scope of a judgment must be limited to the claims that were asserted or that may arise out of the transactions or events pleaded in the complaint…"); *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 221-22 (5th Cir. 1981).

(Ex. 1, Settlement Agreement, ¶¶ 5, 7.4 - 7.7.)

Class counsel is not aware of any pending, overlapping putative or certified class action, or any pending, overlapping PAGA action. (Turner Decl. ¶ 4.)

III. THE PROPOSED SETTLEMENT SATISFIES THE STANDARDS FOR PRELIMINARY APPROVAL

The reasonableness and fairness of a settlement are presumed where, as here: (1) the settlement is reached through "arms-length bargaining;" (2) investigation and discovery are "sufficient to allow counsel and the court to act intelligently;" (3) counsel is "experienced in similar litigation;" and (4) the percentage of objectors "is small." *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996). The proposed settlement in this case is fair, reasonable and in the best interests of the class. The parties arrived at this settlement through arm's length bargaining following an intense mediation session informed by substantial formal and informal discovery. The parties went into mediation willing to explore the potential for a settlement of the dispute, but each side was also clearly committed and prepared to litigate its position through trial and appeal if a settlement had not been reached. (Turner Decl. ¶ 5.) Class Counsel are experienced in handling complex wage and hour class action litigation. (Turner Decl. ¶ 6.) Madden and Class Counsel were prepared to litigate the claims in the action, but they supported the proposed settlement as being in the best interests of the proposed class and there is no reason to believe there will be any objectors. Therefore, the standards of preliminary approval are fully met. Finally, the class settlement amount of $700,000, divided by the number of putative settlement class members (412), amounts to an average of approximately $1,699.03 per settlement class member.

A. The Settlement Is Fair and Reasonable Given Maximum Potential Recovery and Accompanying Risks of Continued Litigation

A settling party must provide sufficient information to "enable the court to make an independent assessment of the adequacy of the settlement terms." *Kullar v. Foot Locker Retail*, 168 Cal. App. 4th 116, 131-32 (2008). "Estimates of a fair settlement figure are tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years)." *In re Toys R Us-Delaware, Inc.-Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 453 (C.D. Cal. 2014). "*Kullar* does not[, however,] … require any such explicit statement of [maximum] value; it requires a record which 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.*, 186 Cal. App. 4th 399, 409-10 (2010) (quoting *Kullar*, 168 Cal. App. 4th at 120). Overall, "the most important factor" in determining "whether a settlement is fair and reasonable" is the "strength of the case for plaintiffs on the merits, balanced against the amount offered in the settlement." *Id*. at 409 n.6 (quoting *Kullar*, 168 Cal. App. 4th at 130). Because settlements are inherently a compromise, once the parties have provided the trial court the requisite "basic information," the trial court must only "satisfy itself that the class settlement is within the 'ballpark' of reasonableness." *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.*, 38 Cal. 3d 488, 499-500 (1985).

Generally, "unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004). Settlement is encouraged in class actions where possible. *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976) ("It hardly seems necessary to point out that there is an overriding public interest in settling and quieting litigation. This is particularly true in class action suits which are now an ever-increasing burden to so many federal courts and which present serious problems of management and expense.")

In determining whether the amount offered in settlement is fair, courts compare the settlement amount to the parties' "estimates of the maximum amount of damages recoverable in a successful litigation." *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000). However, "a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair." *Id.*; *see also Balderas v. Massage Envy Franchising, LLC*, 2014 WL 3610945, at *5 (N.D. Cal. 2014) (finding that settlement which amounted to 8% of maximum recovery "[fell] within the range of possible initial approval based on the strength of plaintiffs case and the risk and expense of continued litigation"); *In re Omnivision Techs., Inc.* 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (approving settlement of 6% to 8% of estimated damages); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery to the class was approximately 8.5% of the maximum recovery amount).

Class counsel's evaluation of the settlement was informed by several factors, including: (1) Madden's suitability as the class representative through interviews, background investigations, and analyses of employment records; (3) Madden's standing to assert representative PAGA claims taking into account *Viking River Cruises, Inc. v. Moriana,* 596 U.S. 639 (2022), *Adolph v. Uber Technologies, Inc.,* 14 Cal. 5th 1104 (2023), and the comprehensive reform of PAGA applied to cases filed after June 19, 2024; (4) similar wage and hour class actions as to the claims brought, including the nature of the positions and type of employer; (5) Patriot's employment policies and practices; (6) employee wage records; (7) settlements in similar cases, including the amount per settlement class member and the amount per workweek; (8) data shared during mediation; (9) David Phillips, Esq.'s evaluation of the putative class claims, PAGA claims, and the circumstances; (10) participating in extensive, time-consuming and complicated settlement negotiations before resorting to mediation; and (11) the significant non-monetary benefits achieved for the class and PAGA group by virtue of Defendants having represented that, in response to Mr. Madden's class complaint, counsel for Defendants analyzed Defendants' practices, discussed those practices with Defendants, and advised Defendants with respect to how to ensure compliance with labor laws as much as is reasonably possible—i.e., Defendants have represented that they performed a PAGA audit and reformed their policies. (Turner Decl. ¶ 7.) Following these investigations, class counsel believes that the settlement is fair, reasonable, and adequate, and is in the best interests of all affected employees.

There are 412 putative settlement class members. The total settlement amount ($700,000) is approximately $1,699.03 per settlement class member and $12.18 per workweek. This is well within the range of approved wage-and-hour class action settlements on a per settlement class member basis and on a per workweek basis. *See* Ex. 2, NERA, Trends in Wage and Hour Settlements: 2019 Update, p. 14 (June 4, 2020).

At the time of the mediation, the group of PAGA "aggrieved employees" was constituted by 326 current and former employees of Patriot. (Turner Decl. ¶ 9.) Madden sought PAGA penalties for violations of Labor Code sections 201, 202, 203, 204, 204.1, 210, 226, 226.7, 246, 256, 510, 512, 558, 2802, and 2699

In addition to the standard challenges facing a PAGA claim—such as demonstrating that the underlying violations of the Labor Code were willful[1]—Madden would face unique challenges as a class representative that substantially diminish the expected value of his PAGA and class claims. There is significant risk that Patriot would be able to establish that an employee like Madden cannot represent many of the putative class members or prosecute a representative PAGA claim because he did not personally experience all of the alleged Labor Code violations and/or he is unsuitable to represent the putative class and the PAGA group due to him having served in a managerial capacity, and was properly classified as exempt. Because of these challenges and because Madden and Madden's counsel believes that the bulk of the settlement should go directly to the class members/aggrieved

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[1] PAGA gives the Court wide latitude to reduce civil penalties "based on the facts and circumstances of a particular case" when "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the employees suffered actual injury from the violations, whether the defendant was aware of the violations, and the employer's willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum). It is not uncommon for courts to award substantially less than the maximum amount of civil penalties. *See, e.g.*, *Fleming v. Covidien*, 2011 WL 756304, at *14 (C.D. Cal. 2011) (exercising discretion to reduce maximum penalties by over 80%).

Such a reduction is a significant possibility here, where, Defendants have represented that, in response to Mr. Madden's class complaint, counsel for Defendants analyzed Defendants' practices, discussed those practices with Defendants, and advised Defendants with respect to how to ensure compliance with labor laws as much as is reasonably possible—i.e., Defendants have represented that they performed a PAGA audit and reformed their policies.

employees, Madden and Madden's counsel believe it is fair and reasonable that $5,000 be allocated to PAGA and the balance allocated to the settlement of the putative class claims.

B. Analysis of Claims

The *Dunk*/*Kullar* analyses below include breakdowns of the probabilities of each of the several events that are necessary for Madden to secure a verdict in the amount of the ballpark exposure for each of his putative class action claims and his PAGA claim.

First Count – Failure to Pay All Wages Due, Including Commissions: This theory of recovery is described in detail in Madden's FAC at pages 8-9. The evidence supporting this theory of recovery includes Madden's own experience, Madden's observations of other putative class members at the office and in his managerial capacity, Patriot's payroll records produced in connection with the mediation for a sample size of 40% of the putative class, and internal communications. (*See* Turner Decl. ¶ 10.) Patriot's payroll records appear to show that employees who made under twice the minimum wage—approximately $30-$33 per hour between 2022 and 2024— were classified as exempt and were not paid overtime and regularly failed to pay overtime to employees that were treated as non-exempt, even where wage statements indicated that an employee worked over 80 hours in a pay period. (Turner Decl. ¶ 11.) It appears that Patriot also misclassified its commission-earning employees who did not have a fixed salary of more than twice the minimum wage and failed to pay them overtime. (Turner Decl. ¶ 11.) Among the challenges Madden faces with respect to this putative class claim are the lack of time records supporting his failure to pay all wages due claim and lack of complete records itemizing commissions. (Turner Decl. ¶ 12.) Additionally, because Patriot has multiple locations across California, Madden's personal knowledge and first-hand observations of the alleged Labor Code violations at locations other than his former office is limited. Based on these circumstances and the data provided by Patriot, Class Counsel estimates that Patriot's exposure on this putative class claim is in the ballpark of $2,905,000. (Turner Decl. ¶ 12.) Class Counsel believes that the probability that Madden would be able to prevail on this claim is 14.4%. (Turner Decl. ¶ 13.) This probability is based upon the probability that Madden would: (1) obtain class certification of this putative class claim (probability of 50%); and (2) prevail on this class claim at trial (probability of 60%); and (3) prevail on his representative PAGA claim that overlaps with this class claim at trial (probability of 60%); and (4) successfully collect on a judgment obtained against Patriot (probability of 80%) —50% x 60% x 60% x 80% = 14.4%. (Turner Decl. ¶ 13.) Therefore, the expected value of this claim is $418,320. (Turner Decl. ¶ 13.)

Second Count – Failure to Timely Pay Wages Due at Termination: This theory of recovery is described in detail in Madden's FAC at pages 9-10. The evidence supporting this theory of recovery includes Madden's own experience, Madden's observations of other putative class members in his managerial capacity, Patriot's payroll records produced in connection with the mediation for a sample size of 40% of the putative class, and internal communications relevant to its policies and practices. (Turner Decl. ¶ 14.) Madden asserts that his damages for not having been timely paid all wages due at termination amount to $19,657. (Turner Decl. ¶ 15.) Among the challenges Madden faces with this claim are that it is derivative, and it is less likely than other claims to be amenable to class treatment. Patriot will argue that this claim is not suited for class treatment because it will require individual proof with respect to each terminated employee, and that Patriot's policy and practice was to timely pay all wages due at termination. Class Counsel estimates that Patriot's exposure on this claim is in the ballpark of $172,000. (Turner Decl. ¶ 16.) Based on these circumstances and the data provided by Patriot, Class Counsel believes that the probability that Madden would be able to prevail on this claim is 18%. (Turner Decl. ¶ 17.) This probability is based upon the probability that Madden would: (1) obtain class certification of this putative class claim (probability of 50%); and (2) prevail on this class claim at trial (probability of 60%); and (3) prevail on his representative PAGA claim that overlaps with this class claim at trial (probability of 60%)—50% x 60% x 60% = 18%. (Turner Decl. ¶ 17.) Therefore, the expected value of this claim is $30,960. (Turner Decl. ¶ 17.)

Third Count – Failure to Reimburse for Necessary Expenditures: This theory of recovery is described in detail in Madden's FAC at pages 10-11. The evidence supporting this theory of recovery includes Madden's own experience, Madden's observations of other putative class members on his managerial capacity, Patriot's payroll records produced in connection with the mediation for a sample size of 40% of the putative class, internal communications relevant to expense reimbursements, and Patriot's reimbursement policies. (Turner Decl. ¶ 18.) Among the challenges that Madden faces with respect to this putative class claim is the lack of documentation evidencing business expenses incurred by putative class members that were not submitted for reimbursement. Based on these circumstances and the data provided by Patriot, Madden asserts that his damages for not having been reimbursed for necessary business expenses is approximately $6,735. (Turner Decl. ¶ 19.) Patriot will argue that it properly reimbursed all necessary business expenses, as provided in its Hybrid Employee Expense Reimbursement Policy. Class Counsel estimates that Patriot's exposure on this claim is in the ballpark of $830,000. (Turner Decl. ¶ 20.) Class Counsel believes that the probability that Madden would be able to prevail on this claim is 14.4%. (Turner Decl. ¶ 20.) This probability is based upon the probability that Madden would: (1) obtain class certification of this putative class claim (probability of 50%); and (2) prevail on this class claim at trial (probability of 60%); and (3) prevail on his representative PAGA claim that overlaps with this class claim at trial (probability of 60%) and (4) successfully collect on a judgment obtained against Patriot (probability of 80%) —50% x 60% x 60% x 80% = 14.4%. (Turner Decl. ¶ 20.) Therefore, the expected value of this claim is $119,520. (Turner Decl. ¶ 20.)

Fourth Count – Violations of the UCL: This theory of recovery is described in detail in Madden's FAC at page 11. Madden's UCL claim borrows the violations of law upon which the other counts are based, and it does not provide for additional recovery beyond extending the statute of limitations. Class Counsel estimates that Patriot's exposure on this claim is in the ballpark of $765,000. (Turner Decl. ¶ 21.) Class Counsel believes that the probability that Madden would be able to prevail on this claim is 14.4%. (Turner Decl. ¶ 21.) This probability is based upon the probability that Madden would: (1) obtain class certification of this putative class claim (probability of 50%); and (2) prevail on this class claim at trial (probability of 60%); and (3) prevail on his representative PAGA claim that overlaps with this class claim at trial (probability of 60%) and (4) successfully collect on a judgment obtained against Patriot (probability of 80%) —50% x 60% x 60% x 80% = 14.4%. (Turner Decl. ¶ 21.) Therefore, the expected value of this claim is $110,160. (Turner Decl. ¶ 21.)

Fifth Count – PAGA: This theory of recovery is described in detail in Madden's FAC at pages 11-13. The evidence supporting this theory of recovery includes Madden's own experience, Madden's observations of other putative class members in his managerial capacity, Patriot's payroll records produced in connection with the mediation for 40% of the putative class, and internal communications relevant to the alleged Labor Code violations. (Turner Decl. ¶ 22.) Class Counsel estimates that Patriot's exposure on this claim is in the ballpark of $1,700,000. (Turner Decl. ¶ 23.) Class Counsel believes that the probability that Madden would be able to prevail on this claim is 5.8%. (Turner Decl. ¶ 23.) This probability is based upon the probability that Madden would: (1) obtain class certification of this putative class claim (probability of 50%); and (2) prevail on this class claim at trial (probability of 60%); and (3) prevail on his representative PAGA claim that overlaps with this class claim at trial (probability of 60%); and (4) that, particularly in light of PAGA reform, that the Court will not exercise its discretion to reduce the amount of penalties due under PAGA (probability of 40%); and (5) successfully collect on a judgment obtained against Patriot (probability of 80%)—50% x 60% x 60% x 40% x 80% = 7.2%. (Turner Decl. ¶ 23.) Therefore, the expected value of this claim is $98,600. (Turner Decl. ¶ 23.)

C. Miscellaneous

i. Notice in English Only

The notice will be given in English only because all the putative settlement class members and aggrieved employees speak, read, and write English, which is part of their jobs.

ii. Calculation of Settlement Payments – Class and PAGA

Patriot will provide the claims administrator with the total number of workweeks for each participating class member and PAGA group member. The claims administrator will divide the net settlement amount less $1,250 (or the Court approved amount from the PAGA settlement amount allocated for PAGA penalties to PAGA group members) by the total number of workweeks for participating class members and then multiply this amount by each participating class member's total number of workweeks to yield that employee's individual class settlement payment. Any one day worked during a workweek will be credited as a full workweek. This formula is reflected as follows:

$$\frac{\text{Net settlement amount}}{\text{Total number of workweeks for all participating class members}} \times \text{Participating class member's workweeks}$$

(Ex. 1, Settlement Agreement, ¶¶ 1.23, 3.2.)

In the event a class member submits a timely request for exclusion from the settlement, he/she will not receive his or her individual settlement allocated to class members and his/her share of the settlement will be added to the net settlement amount.

In addition, each PAGA group member will receive an individual share of the $1,250 portion of the PAGA settlement amount (or 25% of the PAGA settlement amount approved by the Court). The individual PAGA settlement payment shall be calculated by the claims administrator, with a formula similar to payments to participating class members. Any one day worked during a workweek will be credited as a full workweek. This formula is reflected as follows:

$$\frac{\text{\$1,250 for PAGA penalties to PAGA group members}}{\text{Total number of workweeks for all PAGA group members during the PAGA period}} \times \text{Individual PAGA group member's workweeks during the PAGA period}$$

(Ex. 1, Settlement Agreement, ¶ 3.2.5.1.)

No PAGA group member will be permitted to exclude themselves from the PAGA claim portion of the settlement. Individual PAGA settlement payments will be distributed by the claims administrator by mail to the PAGA group members including to those class members who submitted a request for exclusion.

1. Tax Allocation of Settlement Payments

The portion of the payments to settlement class members attributable to the settlement of the class action claims shall be considered wages, and the portion of the payments to settlement class members attributable to the settlement of the PAGA claim shall be considered penalties. Patriot will pay the employer share of the taxes in addition to the gross settlement amount.

IV. CERTIFICATION OF A PROVISIONAL SETTLEMENT CLASS

The parties propose that the Court certify a provisional settlement class for settlement purposes only pursuant to California Court Rule 3.769(d). (Ex. 1, Settlement Agreement, 12.1.) The two primary requirements necessary to maintain a California class action are: (1) an ascertainable class; and (2) a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented. *Daar v. Yellow Cab Company*, 67 Cal. 2d 695, 704 (1967). These requirements are generally more broadly expressed as follows: (1) numerosity of class members; (2) typicality of claims; (3) adequacy of representation by the named plaintiffs; and (4) the superiority and predominance of common questions of law and fact. *Vasquez v. Superior Court*, 4 Cal. 3d 800, 820 (1971). The requirements for provisional class certification for the purposes of settlement only are clearly present.

A. Numerosity and Ascertainability

The putative settlement class includes 412 individuals (Turner Decl. ¶ 24), clearly satisfying the numerosity requirement. The putative class members will be identified from Patriot's records. (Turner Decl. ¶ 24.)

B. Typicality

Madden contends that the settlement class members' claims are similar and based upon the uniform application of Patriot's policies and based upon Patriot's uniform practices concerning off-the-clock work, payment for all hours worked, including overtime, allegedly failing to provide meal and rest breaks, and reimbursements. Madden contends that the wrongful employment practices are common to the entire class and liability and damages for many of the claims are easily determined by review of Patriot's own records, just as Madden and class counsel did prior to mediation. Plaintiff contends that unpaid wages, hours and dates of labor, dates of employment and final payment can, and has been, determined by Patriot's records. Madden contends that there are no individual issues, no need for individualized proof, and traditional notions of judicial economy are clearly in Madden's favor.

Courts have repeatedly found class certification appropriate where an employer adopts a uniform policy that is facially inconsistent with California law. "As succinctly stated in *Faulkinbury*: 'the employer's liability arises by adopting a uniform policy that violates the wage and hour laws. Whether or not the employee was able to take the required break goes to damages, and [t]he fact that individual [employees] may have different damages does not require denial of the class certification motion.' " *Benton v. Telecom Network Specialists, Inc.*, 220 Cal. App. 4th 701, 726 (2013) (citing *Faulkinbury v. Boyd & Associates, Inc.*, 216 Cal. App. 4th. 220, 237 (2013)). Here, Madden contends that Patriot's compensation policies and practices, in addition to noncompliant meal and rest break policies and policies concerning conditions of employment, are supported by ample common proof.

C. Adequacy of Representation

Madden contends that he has been instrumental in providing critical information and evidence. Madden contends that he provided pre-litigation information to his attorneys that helped identify and explain claims and specific common practices, and how those practices affected him and his co-workers. Madden contends that he also provided documents and information used in preparing for mediation and assisted in clarifying important policies and facts. Because, among other reasons, Madden served a primarily managerial role, Madden was aware of the experience of the putative class members. Madden also made himself available during the entirety of the mediation and was critical in bringing about the Settlement Agreement. (Turner Decl. ¶ 25; Madden Decl. ¶ 2.) Madden contends that this class action would not have been possible without him, who invested his own time and effort, and placed himself at risk for the sake of the class members. (Madden Decl. ¶ 2.) Moreover, Madden contends that because his name and personal allegations are memorialized in the pleadings in the action thus exposing him to potential liability for costs and industry/employer blacklisting. (Madden Decl. ¶ 2.)

Furthermore, class counsel are indisputably adequate to represent the settlement class, the allegedly aggrieved employees, and the State of California. Not only has class counsel been approved as class counsel in numerous class actions (wage-and-hour, consumer, and tort), but the lead attorneys, William M. Turner and Asha Dhillon, have handled class and representative actions for more than 30 years, collectively. (Turner Decl. ¶ 6.)

D. The Superiority and Predominance of Common Questions of Law and Fact

"[C]lasswide relief remains the preferred method of resolving wage and hour claims, even those in which the facts appear to present difficult issues of proof." *Martinez v. Joe's Crab Shack Holdings*, 231 Cal. App. 4th 362, 384 (2014). "Claims alleging that a uniform policy consistently applied to a group of employees is in violation of the wage and hour laws are of the sort routinely, and properly, found suitable for class treatment." *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1033 (2012). Class actions are certified when plaintiff's "theory of recovery advanced by the proponents of certification is, as an analytical matter, likely to prove amenable to class treatment." *Brinker*, 53 Cal. 4th at 1021. Indeed, the "theory of liability" asserted here, that Defendant has "a uniform policy, and that that policy, measured against wage order requirements, allegedly violates the law—is by its nature a common question eminently suited for class treatment." *See Brinker*, 53 Cal. 4th at 1033. Plaintiff contends that common questions of law and fact predominate in this case.

Finally, Patriot has stipulated, for purposes of settlement only, to certification of a provisional settlement class. (Ex. 1, Settlement Agreement, ¶ 12.1.)

V. ATTORNEYS' FEES AND COSTS

A. Class Counsel's Requested Attorney's Fees Are Reasonable Under the Circumstances of This Case

Class Counsel is entitled to payment of its attorney's fees and costs. *See* Cal. Lab. Code §§ 218.5, 1194(a), 2699(g)(1); Cal. Civ. Proc. Code § 1021.5; *Early v. Superior Court*, 79 Cal. App. 4th 1420, 1427 (2000). An attorney's fees award is justified where the legal action has produced its benefits by way of a voluntary settlement. *Marla P. v. Riles*, 43 Cal. 3d 1281, 1290-91 (1987); *Westside Cmty. For Indep. Living, Inc. v. Obledo*, 33 Cal. 3d 348, 352-53 (1983). The Settlement Agreement provides for attorney's fees to Class Counsel of up to 33.33% of the Gross Settlement Fund, or $233,333.34. (Ex. 1, Settlement Agreement, ¶ 3.2.2.) The fee is supported by the "common fund theory" where "one who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs." *Serrano v. Priest*, 20 Cal. 3d 25, 35 (1977). The percentage of the gross fund method of calculation is supported by a number of federal cases, including *Boeing v. Van Gemert*, 444 U.S. 472, 478 (1980). The percentage is also properly based upon the gross settlement, rather than on upon the number of claims made. *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997).

Attorney fee applications in California class actions based upon a percentage of a common fund now have substantial support by the Ninth Circuit Court of Appeals, as well as various state courts. *See, e.g., Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268 (9th Cir. 1989); *Washington Public Power Supply Secur. Lit. v. City of Seattle*, 19 F.3d 1291 (9th Cir. 1994).

Class Counsel are "qualified, experienced, and generally able to conduct the proposed litigation" as required under existing law. *Miller v. Woods*, 148 Cal. App. 3d 862, 874 (1983). Class counsel have no conflicts of interest which would interfere in any way with their duties as class counsel. (Turner Decl. ¶ 6.)

Class counsel seeks an award of attorney's fees in the amount to $233,333.34 (33.33% of the gross settlement amount) and costs in the amount of $12,276.20. Class counsel contends that the fees and costs here are clearly reasonable as class counsel are experienced in litigating Labor Code violations in both single and class actions. The class is represented by William M. Turner and Asha Dhillon of Turner Dhillon LLP. Class counsel are established, respected attorneys with significant experience practicing in employment litigation, representing employee plaintiffs in both individual and class actions in Superior Courts throughout the State, in the Court of Appeal, and in various Federal courts, with collectively over 45 years of civil litigation practice.

Class counsel's efforts included: investigating and preparing Madden's putative class claims and representative PAGA claim; conducting discovery (formal and informal) to obtain information and records from Patriot relevant to Madden's putative class claims and representative PAGA claim; analyzing information and documents to ascertain the potential value of Madden's putative class claims and representative PAGA claim; preparing a mediation brief; participating in mediation and negotiating a settlement; drafting a settlement agreement; and preparing this motion and supporting papers. (Turner Decl. ¶ 26.)

Class counsel have vigorously litigated this action for the benefit of the class and expended extensive out-of-pocket costs, including a retained expert and a highly effective mediator. (Turner Decl. ¶ 26.) The efforts of Class Counsel have plainly resulted in an extraordinary result for settlement class in the form of a substantial settlement fund established to compensate settlement class members. The percentage fee requested (33.33% of the total settlement amount) is reasonable given the result achieved.

VI. CONCLUSION

For the reasons set forth above, Madden respectfully requests that the Court: (1) grant preliminary approval for the proposed class action settlement; (2) certify a provisional settlement class;

(3) authorize the mailing of the proposed notice to the class of the settlement; (4) approve the proposed settlement administrator; and (5) schedule a hearing on the final approval of the settlement.

Dated: October 23, 2025

Turner Dhillon LLP

By: Bill Turner

WILLIAM M. TURNER
Attorneys for Plaintiff
David Madden

PROOF OF SERVICE

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 707 Wilshire Boulevard, Suite 3250, Los Angeles, California 90017-5759.

On October 24, 2025, I served the foregoing document(s) described as:
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

☒ I caused the documents to be **E-served** through **Case Anywhere** by electronically mailing a true and correct copy through **Case Anywhere** pursuant to Court Order through the electronic mail system to the email address(es) set forth below per Court Order. The file transmission was reported as completed and a copy of the **Case Anywhere** Transaction Receipt page will be maintained with the document(s) in our office.

OGLETREE DEAKINS David A. Garcia, Esq. Nicole A. Naleway, Esq. 695 Town Center Drive, Suite 1500 Costa Mesa, CA 92626 Telephone: (714) 800-7900 Facsimile: (714) 754-1298 David.gercia@ogletree.com Nicole.naleway@ogletreedeakins.com	*Attorneys for Defendants,* PATRIOT GROWTH INSURANCE SERVICES, LLC; CHURCHILL PREMIER INSURANCE SERVICES, INC. dba/fka CHURCHILL & ASSOCIATES INSURANCE SERVICES, INC; and NEIL CHURCHILL

I declare under penalty of perjury that the foregoing is true and correct.
Executed on October 24, 2025, at Los Angeles, California.

AMANDA RUIZ