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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF NAPA**

CHRISTINE BUTLER and MARK
GLOWSKI, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

ANCHOR HEALTH LLC, a Limited
Liability Company; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **24CV000278**

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: June 10, 2026
Hearing Time: 9:30 a.m.

Judge: Hon. Cynthia P. Smith
Dept: A

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1 **I. INTRODUCTION**

2 Plaintiffs Christine Butler and Mark Glowski (“Plaintiffs”) respectfully submit this
3 memorandum in support of the unopposed motion for preliminary approval of the proposed class action
4 and PAGA settlement with Defendant Anchor Health, LLC (“Defendant”), and seek entry of an order:
5 (1) preliminarily approving the proposed settlement of this class action with Defendant; (2) for
6 settlement purposes only, conditionally certifying the Class, which is comprised of “all individuals who
7 were employed by Defendant in California and classified as a non-exempt employee at any time during
8 the Class Period”, which is February 26, 2020 through April 25, 2025; (3) provisionally appointing
9 Plaintiffs as the representatives of the Class; (4) provisionally appointing Blumenthal Nordrehaug
10 Bhowmik De Blouw LLP and Mills Sadat Dowlat LLP as Class Counsel; (5) approving the form and
11 method for providing class-wide notice; (6) directing that notice of the proposed settlement be given
12 to the Class; (7) appointing Apex Class Action LLC as Administrator, and (8) scheduling a final
13 approval hearing date, proposed for October 28, 2026, to consider Plaintiffs’ motion for final approval
14 of the settlement and for approval of attorneys’ fees, expenses and the service awards. Plaintiffs and
15 Defendant (collectively the “Parties”) have reached a full and final settlement of the above-captioned
16 action (the “Settlement”), which is set forth in the Class Action and PAGA Settlement Agreement
17 (“Agreement”) filed concurrently with the Court.¹ A copy of the fully executed Agreement is attached
18 as Exhibit #1 to the Declaration of Kyle Nordrehaug (“Decl. Nordrehaug”), served and filed herewith.
19 The form of the Agreement is based upon the Los Angeles County Superior Court model form for a
20 class and PAGA settlement.

21 As consideration for this Settlement, the non-reversionary Gross Settlement Amount of Two
22 Hundred Eighty-Seven Thousand Five Hundred Dollars (\$287,500) (the “Gross Settlement Amount”)
23 is to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all
24 issues pending in the Action between the Parties and will be made in full and final settlement of the
25 Released Class Claims in exchange for the payments to Participating Class Members from the Net
26 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys’ fees
27

28 ¹ Capitalized terms shall have the same meaning as defined in the Agreement.

1 and costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties payment allocated
2 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) Decl. Nordrehaug
3 at ¶3. The following is a table of the key Settlement terms and the proposed deductions:

4 **\$287,500** (Gross Settlement Amount)
5 - \$3-,000 (Plaintiffs' proposed service awards - not to exceed \$15,000 each)
6 - \$30,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
7 - \$95,833 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
8 - \$5,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
9 - \$8,500 (Administration Expenses Payment - not to exceed amount)
10 **\$118,167** (Net Settlement Amount)

11 Based upon 346 Class Members who worked an estimated 16,978 work weeks (Declaration of Ashley
12 Chalak at ¶ 2), the Gross Settlement Amount provides an average value of \$830 per Class Member and
13 \$26.93 per workweek and after deductions the Net Settlement Amount provides an average recovery
14 of \$341.52 per Class Member and a recovery of \$6.96 per workweek.² Decl. Nordrehaug at ¶6.

15 On February 5, 2025, the Parties participated in an all-day mediation with Tripper Ortman, a
16 respected and experienced mediator of wage and hour class actions. Following the mediation, the
17 Parties agreed on the basic terms of a settlement pursuant to a mediator's proposal, memorialized in
18 the form of a Memorandum of Understanding. Decl. Nordrehaug at ¶5. The Settlement is fair,
19 reasonable and adequate, and should be preliminarily approved, because there is a substantial monetary
20 payment, and there are significant litigation risks. Plaintiffs respectfully request that this Court grant
21 preliminary approval of the Agreement and enter the proposed order submitted herewith.

22 **II. DESCRIPTION OF THE SETTLEMENT**

23 The Gross Settlement Amount is Two Hundred Eighty-Seven Thousand Five Hundred Dollars
24 (\$287,500). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of
25 the following elements: (1) payment of the Individual Class Payments to the Participating Class
26 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
27 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs; and
28 (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not
include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall

² The Declaration of Ashley Chalak is attached as Exhibit #4 to the Decl. Nordrehaug.

1 be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.) Decl. Nordrehaug at ¶15.

2 The Agreement contains appropriate terms which have been previously approved by this Court
3 and Courts throughout California. (See Agreement at ¶¶ 1.28, 1.38, 3.2, 4.3, 5.1.) The proposed Class
4 Notice also provides the required protections for the Class to opt out, object or dispute their weeks
5 worked. (See Agreement at ¶¶ 8.5, 8.6, 8.7, and Exhibit A.) The additional details of the Settlement
6 are addressed in the Decl. Nordrehaug at ¶¶ 16-22. As set forth in the accompanying proof of service,
7 the LWDA has been served with this motion and the Agreement.

8 **III. CASE BACKGROUND**

9 The description of the case and claims, along with the procedural history is set forth in the
10 Declaration of Kyle Nordrehaug at ¶¶ 7-14. The Parties engaged in thorough investigation and the
11 exchange of documents and information in connection with the Action for more than two years which
12 permitted Class Counsel to perform a thorough analysis of the claims. Decl. Nordrehaug, ¶¶ 10, 14.
13 The Parties participated in a mediation on February 5, 2025 with Tripper Ortman, which after arms'
14 length negotiations during the mediation, resulted in this Settlement. Decl. Nordrehaug, ¶12.

15 **IV. THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT TO GRANT PRELIMINARY APPROVAL**

16 California “[p]ublic policy generally favors the compromise of complex class action litigation.”
17 *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 581 (2010) quoting *Cellphone Termination Fee*
18 *Cases*, 180 Cal.App.4th 1110, 1117-18 (2009). Class action settlements are approved where the
19 proposed settlement is “fair, adequate and reasonable.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
20 1801 (1996) (citing *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), cert.
21 denied, 459 U.S. 1217 (1983)).

22 Preliminary approval is the first of three steps that comprise the approval procedure for
23 settlements of class actions. The second step is the dissemination of notice of the settlement to all class
24 members. The third step is a final settlement approval hearing, at which evidence and argument
25 concerning the fairness, adequacy, and reasonableness of the settlement may be presented, and class
26 members may be heard regarding the settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,
27 1801 (1996); *Manual for Complex Litigation, Second* §30.44 (1993); Cal. Rules of Court, rule 3.769.
28

1 The primary question presented on an application for preliminary approval of a proposed class
2 action settlement is whether the proposed settlement is “within the range of possible approval.”
3 *Manual for Complex Litigation*, Second §30.44 at 229; *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th
4 Cir. 1982).³ Preliminary approval is merely the prerequisite to giving notice so that “the proposed
5 settlement... may be submitted to members of the prospective Class for their acceptance or rejection.”
6 *Sayaman v. Baxter Healthcare Corp.*, 2010 U.S. Dist. LEXIS 151997, *3 (C.D. Cal. 2010). There is
7 “a presumption of fairness . . . where . . . [a] settlement is reached through arms-length bargaining.”
8 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 245 (2001) (citation omitted); *see also Cho*
9 *v. Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th 734, 742-45 (2009) (upholding trial court’s
10 determination that settlement was “fair, reasonable and adequate” where the settlement “provided
11 valuable benefits to the class . . . that were ‘particularly valuable in light of the risks plaintiff would
12 have faced if she proceeded to litigate her case.’”); *Newberg*, 3d Ed., §11.41, p.11-88. However, the
13 ultimate question of whether the proposed settlement is fair, reasonable and adequate is made after
14 notice of the settlement is given to the class members and a final settlement hearing is held by the
15 Court.

16 **A. The Role Of The Court In Preliminary Approval Of A Class Action Settlement**

17 The approval of a proposed settlement of a class action suit is a matter within the broad
18 discretion of the trial court. *Wershba, supra*, 91 Cal. App.4th at 234-235; *Dunk*, 48 Cal. App. 4th
19 1794. In considering a potential settlement for preliminary approval purposes, the trial court does not
20 have to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the
21 dispute, and need not engage in a trial on the merits. *Wershba, supra*, 91 Cal. App. 4th at 239-40;
22 *Dunk, supra*, 48 Cal. App. 4th at 1807. The Ninth Circuit explained that, “the very essence of a
23 settlement is compromise, ‘a yielding of absolutes and an abandoning of highest hopes.’” *Officers for*
24 *Justice*, 688 F.2d at 624. Thus, when analyzing the settlement, the amount is “not to be judged against

26 ³ California courts look to federal authority on class actions. *Vasquez v. Superior Court*, 4 Cal.3d
27 800, 821 (1971). “It is well established that in the absence of relevant state precedents trial courts are
28 urged to follow the procedures prescribed in Rule 23 of the Federal Rules of Civil Procedure for
conducting class actions.” *Frazier v. City of Richmond*, 184 Cal. App.3d 1491, 1499 (1986), *citing*
Green v. Obledo, 29 Cal.3d 126, 145-146 (1981).

1 a hypothetical or speculative measure of what might have been achieved by the negotiators.” *Officers*
2 *for Justice*, 688 F.2d at 625, 628.

3 With regard to class action settlements, the opinions of counsel should be given considerable
4 weight both because of counsel’s familiarity with this litigation and previous experience with cases
5 such as these. *Officers for Justice*, 688 F.2d at 625. As a result, courts hold that the recommendation
6 of counsel is entitled to significant weight. *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221
7 F.R.D. 523, 528 (C.D. Cal. 2004).

8 **B. Factors To Be Considered In Granting Preliminary Approval**

9 A number of factors are to be considered in evaluating a settlement for purposes of preliminary
10 approval. In determining whether to grant preliminary approval, the court considers whether “(1) the
11 proposed settlement appears to be the product of serious, informed, non-collusive negotiations, (2) has
12 no obvious deficiencies, (3) does not improperly grant preferential treatment to class representatives
13 or segments of the class, and (4) falls within the range of possible approval.” *In re Tableware Antitrust*
14 *Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007). Courts hold that “a presumption of fairness exists
15 where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery
16 are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
17 litigation; and (4) the percentage of objectors is small.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.
18 App. 4th 116, 128 (2008). Here, the Settlement meets all of the applicable criteria for preliminary
19 approval and therefore the presumption applies.

20 **1. The Settlement is the Product of Serious, Informed and**
21 **Arm’s Length Negotiations by Experienced Counsel**

22 This settlement is the result of extensive and hard-fought litigation as well as negotiations
23 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
24 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
25 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
26 Class Claims of the Class in accordance with this Settlement. The Class release is appropriately
27 tethered to factual allegations in the Operative Complaint. (Agreement at ¶¶ 1.38 and 6.2.)

28 Class Counsel are experienced and qualified to evaluate the class claims, the defenses asserted,

1 and the risks and benefits of trial and settlement, and Class Counsel are particularly experienced in
2 wage and hour employment class actions, as Class Counsel has previously litigated and certified similar
3 claims against other employers. Decl. Nordrehaug at ¶31; Declaration of Camron Dowlatshahi at ¶¶
4 3-12. The view of qualified and well-informed counsel that a class action settlement is fair, adequate,
5 and reasonable is entitled to significant weight. *See Kullar v. Foot Locker*, 168 Cal. App. 4th 116, 133
6 (2008) (the trial court "undoubtedly should continue to place reliance on the competence and integrity
7 of counsel, the involvement of a qualified mediator, and the paucity of objectors to the settlement.");
8 *Dunk*, 48 Cal. App. 4th at 1802.

9 On February 5, 2025, the Parties participated in an arms-length mediation session, with Tripper
10 Ortman, a respected and experienced mediator of wage and hour class actions, in order to reach this
11 Settlement. In preparation for the mediation, Defendant provided Class Counsel with payroll, time and
12 employment data, along with other information regarding the Class Members, various internal
13 documents, and other compensation and employment-related materials. Class Counsel analyzed the
14 data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation
15 brief to the mediator. The final settlement terms were negotiated and set forth in the Agreement now
16 presented for this Court's approval. Decl. Nordrehaug at ¶ 5. Importantly, Plaintiffs and Class Counsel
17 believe that this Settlement is fair, reasonable and adequate.

18 Class Counsel has conducted a thorough investigation into the facts of the class action as
19 detailed in the Decl. Nordrehaug. Based on the Class data and their own independent investigation,
20 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms set
21 forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light
22 of all known facts and circumstances, including the risk of significant delay, defenses asserted by
23 Defendant, and potential appellate issues. Decl. Nordrehaug at ¶ 14. Plaintiffs and Class Counsel
24 recognize the risks, expense and length of continuing to litigate and trying this Action against
25 Defendant and then litigating possible appeals which could take several years. Plaintiffs and Class
26 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the
27 Class Members. Decl. Nordrehaug, ¶ 23.

28 Here, there can be no dispute that the litigation has been hard-fought with aggressive and

1 capable advocacy on both sides. The Parties were represented by experienced and capable counsel who
2 zealously advocated their positions. Accordingly, “[t]here is likewise every reason to conclude that
3 settlement negotiations were vigorously conducted at arms’ length and without any suggestion of undue
4 influence.” *In re Wash. Public Power Supply Sec. Litig.*, 720 F. Supp. 1379, 1392 (D. Ariz 1989).

5 **2. The Settlement Has No "Obvious Deficiencies" and Falls Well Within**
6 **the Range for Approval**

7 The proposed Settlement herein has no “obvious deficiencies” and is well within the range of
8 possible approval. All Class Members will receive an opportunity to participate in the Settlement and
9 receive payment according to the same formula. (Agreement at ¶ 3.2(e).) Based upon 346 Class
10 Members who worked an estimated 16,978 work weeks (Declaration of Ashley Chalak at ¶ 2), the
11 Gross Settlement Amount provides an average value of \$830 per Class Member and \$26.93 per
12 workweek and after deductions the Net Settlement Amount provides an average recovery of \$341.52
13 per Class Member and a recovery of \$6.96 per workweek. Decl. Nordrehaug, ¶6.

14 The calculations to compensate for the amount due for the Class at the time of the mediation
15 were calculated by Berger Consulting, Plaintiffs’ damage expert. As to the Class whose claims are at
16 issue in this Action, Plaintiffs used this expert to analyze the data and determine the potential unpaid
17 wages for the employees. The maximum potential damages were calculated to be \$899,679 for the
18 alleged unpaid wages for off-the-clock work at one hour per week, \$41,120 for alleged underpaid
19 overtime due to the miscalculation of the regular rate, \$9,232 for the alleged underpaid meal premiums
20 and sick pay due to the miscalculation of the regular rate, \$552,032 for alleged meal period damages
21 based upon a 31.8% potential violation rate for all shifts worked observed in the time records and after
22 deducting for meal premiums already paid by Defendant, \$565,032 for alleged rest period damages
23 using the same 31.8% violation rate for shifts worked that was observed for meal period records,
24 \$132,750 for alleged unreimbursed cell-phone expenses at \$5 per month. Decl. Nordrehaug, ¶6. As
25 a result, the total damage valuation was calculated such that Defendant was subject to a maximum
26 damage claim in the amount of \$2,200,630. As to potential penalties, Plaintiffs calculated that potential
27 waiting time penalties were a maximum of \$1,572,383, and potential maximum wage statement
28

1 penalties were \$400,850.⁴ Defendant vigorously disputed Plaintiffs' calculations and exposure theories.
2 Decl. Nordrehaug, ¶6.

3 Consequently, the Gross Settlement Amount of \$287,500 represents more than 13% of the
4 maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.⁵
5 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
6 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for
7 waiting time and wage statement penalties, even if wages were owed to the Class. The above
8 maximum calculations should then be realistically risk-adjusted in consideration for both the risk of
9 class certification and the risk of establishing class-wide liability on all claims. Given the amount of
10 the settlement as compared to the potential value of claims in this case and the defenses asserted by
11 Defendant, this settlement is fair and reasonable.⁶ Clearly, the goal of this litigation has been met.
12 Decl. Nordrehaug, ¶6.

13 Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v.*
14 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by
15 Defendant present serious threats to the claims of the Plaintiffs and the other Class Members.

16
17 ⁴ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
18 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
19 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
20 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
dispute as to whether and when the wages were due.").

21 ⁵ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

23 ⁶ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
24 settlement where the settlement amount constituted approximately 25% of the estimated overtime
25 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
26 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
27 *Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
28 settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant
2 argued that Class Members were paid for all time worked and that work time was properly recorded.
3 Defendant maintained there was no underpayment of overtime wages, meal premiums or sick pay to
4 the Plaintiffs and the Class. Defendant contends that its meal and rest period policies fully complied
5 with California law and that Defendant did not fail to provide the opportunity for legally required meal
6 and rest breaks. Defendant argues that many of the meals periods were subject to the defense of health
7 care worker meal waivers under *Gerard v. Orange Coast Mem'l Med. Ctr.*, 6 Cal. 5th 443 (2018).
8 Defendant could argue that its payment of significant meal period premiums is evidence of its lawful
9 practices. Defendant contends that there was no failure to pay for business expenses and any cell phone
10 usage was merely convenient and voluntary such that reimbursement was not legally required. Finally,
11 Defendant has an argument that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th
12 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and
13 rest period claims. Defendant also argues that based on its facially lawful practices, Defendant acted
14 in good faith and without willfulness, which if accepted would negate the claims for waiting time
15 penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.
16 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was providing a
17 complete and accurate wage statement in compliance with the requirements of section 226, then it has
18 not knowingly and intentionally failed to comply with the wage statement law.") If successful,
19 Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While
20 Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have
21 merit and therefore present a serious risk to recovery by the Class. Decl. Nordrehaug, ¶ 24.

22 There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
23 to obtain a certified class and maintain the certified class through trial, and thereby not recover on
24 behalf of any employees other than themselves. At the time of the mediation, Defendant forcefully
25 opposed the propriety of class certification, arguing that individual issues precluded class certification.
26 Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National*
27 *Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even
28 where the class has been certified. While other cases have approved class certification in wage and

1 hour claims, class certification in this action was hotly disputed and the maintenance of a certified class
2 through trial was by no means a foregone conclusion. Decl. Nordrehaug, ¶ 25.

3 After arm's length negotiations between experienced and informed counsel, the Parties
4 recognized the potential risks and agreed on the Settlement with a Gross Settlement Amount of
5 \$287,500. As the Court held in *Glass*, where the parties faced uncertainties similar to those here:

6 In light of the above-referenced uncertainty in the law, the risk, expense, complexity,
7 and likely duration of further litigation likewise favors the settlement. Regardless of
8 how this Court might have ruled on the merits of the legal issues, the losing party likely
9 would have appealed, and the parties would have faced the expense and uncertainty of
10 litigating an appeal. 'The expense and possible duration of the litigation should be
11 considered in evaluating the reasonableness of [a] settlement.'"

12 2007 WL 221862, at *4 (quoting *In re Mego Financial Corp. Securities Litigation*, 213 F.3d 454, 458
13 (9th Cir. 2000)).

14 **3. The Settlement Does Not Improperly Grant Preferential Treatment To**
15 **Class Representatives or Segments Of The Class**

16 The relief provided in the Settlement will benefit all members of the Class. The Settlement does
17 not grant preferential treatment to Plaintiffs or segments of the Class in any way. Payments to the Class
18 Members are all determined under a neutral methodology. Each Participating Class Member will
19 receive the same opportunity to participate in and receive payment through a neutral formula that is
20 based upon the Workweeks for that individual. Decl. Nordrehaug, ¶4.

21 Plaintiffs will apply to the Court for Class Representative Service Payments in consideration
22 for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶ 3.2(a).) Plaintiffs
23 performed their duties admirably by working with Class Counsel over the course of litigation, and took
24 on the risks of this litigation on behalf of the Class. The Declarations of the Plaintiffs are submitted
25 in support of this motion. Decl. Nordrehaug at ¶27. At this stage, the requested service award is within
26 the range of reasonableness for purposes of preliminary approval. *See e.g. Andrews v. Plains All Am.*
27 *Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested
28 service awards of \$15,000 each are appropriate); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008
WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs
in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007)
(awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements);

1 *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting
2 request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386
3 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351). As explained
4 in *Glass*, service awards are routinely awarded to class representatives to compensate the employees
5 for the time and effort expended on the case, for the risk of litigation, for the fear of suing an employer
6 and retaliation there from, and to serve as an incentive to vindicate the statutory rights of all employees.
7 2007 WL 221862 at *16-17.

8 **4. The Stage Of The Proceedings Are Sufficiently Advanced To Permit** 9 **Preliminary Approval Of The Settlement**

10 The stage of the proceedings at which this Settlement was reached also militates in favor of
11 preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted
12 a thorough investigation into the facts of the class action. Class Counsel began investigating the Class
13 Members' claims before the Action was filed, and during the course of litigation, and Class Counsel
14 and engaged in informal discovery to obtain necessary information. Class Counsel conducted a review
15 and analysis of the relevant documents and data. Class Counsel was also experienced with these
16 claims, as Class Counsel previously litigated and settled similar claims in other actions. Accordingly,
17 the agreement to settle did not occur until Class Counsel possessed sufficient information to make an
18 informed judgment regarding the likelihood of success on the merits and the results that could be
19 obtained through further litigation. Decl. Nordrehaug at ¶28.

20 Based on the foregoing data and their own independent investigation and evaluation, Class
21 Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set
22 forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light
23 of all known facts and circumstances, including the risk of significant delay, defenses asserted by
24 Defendant, and numerous potential appellate issues. Decl. Nordrehaug at ¶29.

25 **V. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY**

26 Plaintiffs contend that the proposed settlement meet all of the requirements for class
27 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore, the
28 Court may appropriately approve the Class as defined in the Agreement. This Court should

1 conditionally certify the Class for settlement purposes only, defined as follows:

2 All individuals who were employed by Defendant in California and classified as a
3 non-exempt employee at any time during the Class Period.

4 (Agreement at ¶ 1.5.)

5 The Class Period is from February 26, 2020 to April 25, 2025. (Agreement at ¶ 1.13).

6 **A. California Code of Civil Procedure § 382**

7 Plaintiffs seek certification of this Class for settlement purposes under California Code of Civil
8 Procedure § 382. The California Supreme Court has summarized the standard for determining whether
9 class certification is appropriate as follows:

10 Code of Civil Procedure Section 382 authorizes class actions “when the question is one
11 of a common or general interest, of many persons, or when the parties are numerous,
12 and it is impracticable to bring them all before the court...” The party seeking
13 certification has the burden to establish the existence of both an ascertainable class and
a well-defined community of interest among class members. (*citations omitted*). 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.

14 *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal. 4th 319, 326 (2004).

15 While Defendant reserves all rights to dispute that the Plaintiffs can satisfy these requirements,
16 the Parties agree that Defendant will not dispute that these requirements may be satisfied in this case
17 for purposes of settlement only and therefore, the proposed Class should be certified for purposes of
18 settlement only. (Agreement at ¶ 2.9.)

19 **B. The Proposed Class Is Ascertainable and Numerous**

20 Plaintiffs bring this Action on behalf of a Class of non-exempt employees of the Defendant
21 during the Class Period. Plaintiffs assert that all of these individuals are ascertainable because the class
22 members can readily be determined through examination of Defendant’s files. Given that the Class
23 consists of approximately 346 individuals, Plaintiffs maintain that numerosity is clearly satisfied. *See*
24 *Bowles v. Superior Court*, 44 Cal.2d 574 (1955) (class with 10 members); *Rose v. City of Hayward*,
25 126 Cal.App.3d 926, 934 (1981) (class of 48 members satisfies numerosity requirement.) Here,
26 Plaintiffs assert that the 346 current and former employees that comprise the Class can be identified
27 based on Defendant’s records and are sufficiently numerous for class certification. Decl. Nordrehaug
28 at ¶30.

1 **C. Common Issues of Law and Fact Predominate**

2 Predominance of common issues of law or fact does not require that the common issues be
3 dispositive of the entire controversy or even that they be dispositive of all liability issues. 1 *Newberg*
4 *on Class Actions*, Section 4.25 at 4-82, 4-83 (1992). “Predominance is a comparative concept, and ‘the
5 necessity for class members to individually establish eligibility and damages does not mean individual
6 fact questions predominate.’” *Sav-On*, 34 Cal. 4th at 334.

7 Commonality exists if there is a predominant common legal question regarding how an
8 employer’s policies impact its employees. *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524,
9 1536 (2008) (“[T]he common legal question remains the overall impact of Diva's policies on its
10 drivers.”) Whether the plaintiff is likely to prevail on their theory of recovery is irrelevant at the
11 certification stage since the question is “essentially a procedural one that does not ask whether an action
12 is legally or factually meritorious.” *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440 (2003).

13 Here, Plaintiffs contend that common questions of law and fact are present, specifically the
14 common questions of whether Defendant’s practices were lawful, whether Defendant failed to provide
15 meal and rest periods to Class Members, whether Class Members were lawfully compensated for all
16 hours worked, whether Defendant miscalculated the regular rate and thereby underpaid Class Member
17 wages, whether Defendant failed to provide required expense reimbursement, and whether Class
18 Members are entitled to damages and penalties as a result of these practices. Plaintiffs contend that
19 certification of this Class is appropriate because Defendant allegedly engaged in uniform practices with
20 respect to the Class Members. As a result, these common questions of liability could be answered on
21 a class wide basis. Decl. Nordrehaug, ¶30. Defendant disputes that common questions predominate
22 but will not oppose such a finding for purposes of this Settlement only.

23 **D. The Claims of the Plaintiffs Are Typical of the Class Claims**

24 The typicality requirement requires the Plaintiffs to demonstrate that the members of the class
25 have the same or similar claims as the Plaintiffs. “The typicality requirement is met when the claims
26 of the [p]laintiff arise from the same event or are based on the same legal theories.” *Tate v.*
27 *Weyerhaeuser Co.*, 723 F.2d 598, 608 (8th Cir. 1983). In *Hanlon, supra*, 150 F.3d at 1020, the Ninth
28 Circuit held that “[u]nder the rule’s permissive standards, representative claims are ‘typical’ if they are

1 reasonably coextensive with those of absent class members; they need not be substantially identical.”

2 In this Action, Plaintiffs contend that the typicality requirement is fully satisfied. Plaintiffs, like
3 every other member of the Class, were employed by Defendant as non-exempt employees, and, like
4 every other member of the Class, were subject to the same employment policies and practices.
5 Plaintiffs, like every other member of the Class, also claim owed compensation as a result of the
6 Defendant’s uniform company policies and practices. Thus, the claims of Plaintiffs and the members
7 of the Class arise from the same course of conduct by Defendant, involve the same issues, and are
8 based on the same legal theories. Decl. Nordrehaug at ¶30. Plaintiffs assert that the typicality
9 requirement is met as to the common issues presented in this case. Defendant disputes that the
10 typicality requirement is satisfied but do not oppose typicality for purposes of this Settlement only.

11 **E. The Class Representation Fairly and Adequately Protected the Class**

12 Plaintiffs contend that the Class Members are adequately represented here because Plaintiffs
13 and representing counsel (a) do not have any conflicts of interest with other class members, and (b) will
14 prosecute the case vigorously on behalf of the class. *Hanlon*, 150 F.3d at 1020. This requirement is
15 met here. First, Plaintiffs are well aware of their duties as the representatives of the Class and has
16 actively participated in the prosecution of this case to date. Plaintiffs effectively communicated with
17 Class Counsel, provided documents and information to Class Counsel, and participated in the
18 investigation and resolution of the Action. The personal involvement of the Plaintiffs was essential to
19 the prosecution of the Action and the monetary settlement reached. Second, Plaintiffs retained
20 competent counsel who are experienced in employment class actions and who have no conflicts. Decl.
21 Nordrehaug at ¶ 31; Declaration of Camron Dowlathshahi at ¶¶ 3-12. Third, there is no antagonism
22 between the interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members
23 seek monetary relief under the same set of facts and legal theories. Under such circumstances, there
24 can be no conflicts of interest, and adequacy of representation is satisfied. *Reaves v. Ketoro, Inc.*, 2020
25 U.S. Dist. Lexis 167926, *23 (C.D. Cal. 2020).

26 **F. The Superiority Requirement Is Met**

27 To certify a class, the Court must also determine that a class action is superior to other available
28 methods for the fair and efficient adjudication of the controversy. “Where classwide litigation of

1 common issues will reduce litigation costs and promote greater efficiency, a class action may be
2 superior to other methods of litigation.” *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir.
3 1996). As the Supreme Court has previously explained:

4 Absent class treatment, each individual plaintiff would present in separate, duplicative
5 proceedings the same or essentially the same arguments and evidence, including expert
6 testimony. The result would be a multiplicity of trials conducted at enormous expense
7 to both the judicial system and the litigants.

8 *Sav-On*, 34 Cal. 4th at 340.

9 Here, Plaintiffs contend that a class action is the superior mechanism for resolution of the
10 claims as pled by the Plaintiffs. While Defendant disputes that the superiority requirement is satisfied,
11 Defendant does not dispute a finding of superiority for purposes of this Settlement only.

12 **VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE**

13 The Court has broad discretion in approving a practical notice program. *7- Eleven Owners for*
14 *Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1164 (2000). The Parties have agreed
15 upon procedures by which the Class Members will be provided with written notice of the Settlement
16 similar to that approved and utilized in hundreds of class action settlements and the Class Notice
17 includes all relevant information. (See Exhibit “A” to the Agreement.) Decl. Nordrehaug at ¶32. The
18 Class Notice will explain that the Class Members shall have sixty (60) days from the date that the Class
19 Notice is mailed to them (the “Response Deadline”) to request exclusion (opt-out) or to submit a
20 written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the opportunity to
21 object to the Settlement and/or the attorneys’ fees and expenses, and to appear at the Final Approval
22 Hearing. (Agreement at ¶ 8.7.) This notice program was designed to meaningfully reach the Class
23 Members and it advises them of all pertinent information concerning the Settlement. Decl. Nordrehaug
24 at ¶32. The distribution of the Class Notice satisfies the requirements of due process, is the best notice
25 practicable under the circumstances, and complies with Rules of Court 3.766 and 3.769(f).

26 **VII. CONCLUSION**

27 Plaintiffs respectfully request that the Court preliminarily approve the proposed settlement and
28 sign the proposed Preliminary Approval Order, which is submitted herewith, and schedule the final
approval hearing for the proposed date of October 28, 2026.

1 Dated: May 14, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug, Esq., Attorney for Plaintiffs

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