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and MICHAEL VITALE

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

VADIM SAVIN, JASMINE RODRIGUEZ, and
MICHAEL VITALE individually and on behalf
of others similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiffs,

vs.

FLEETLOGIX INC.; and DOES 1 through 25,
inclusive,

Defendant.

Case No. 37-2023-00051984-CU-OE-CTL

Honorable Joel R. Wohlfeil
Department C-73

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: October 31, 2025
Time: 9:00 a.m.
Dept.: C-73

Complaint Filed: November 30, 2023
FAC Filed: June 30, 2025
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on October 31, 2025 at 9:00 a.m. in Department C-73 of the
3 above-captioned Court located at 330 West Broadway, San Diego, California 92101, pursuant to
4 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiffs
5 Jasmine Rodriguez (“Rodriguez” or “PAGA Representative”) and Michael Vitale (“Vitale” or “Class
6 Representative”) (together, Vitale and Rodriguez shall be referred to as “Plaintiffs”) will and hereby do
7 move the Court for an Order granting preliminary approval of the proposed class action and PAGA
8 settlement between Plaintiffs and Defendant Fleetlogix, Inc. (“Defendant”).

9 Plaintiffs requests that the Court enter an Order:

10 1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement
11 (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Annabel Blanchard
12 in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement
13 (“Blanchard Decl.”).

14 2. Certifying the Class for Settlement purposes;

15 3. Appointing Plaintiffs Michael Vitale and Jasmine Rodriguez as the Class Representatives
16 for Settlement purposes;

17 4. Appointing Jonathan M. Genish, Barbara DuVan-Clarke, Danielle Grupp Chang, P.J. Van
18 Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for Settlement purposes;

19 5. Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as
20 Exhibit A to the Settlement Agreement, to be mailed to the Class;

21 6. Approving the opt-out and objection procedures provided in the Settlement Agreement
22 and set forth in the Class Notice;

23 7. For each Class Member, directing Defendant to provide the Class List to the Settlement
24 Administrator within fourteen (14) calendar days of Preliminary Approval. The Class List shall be
25 formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each
26 Class Member: full name; last known mailing address; Social Security number; number of Workweeks;
27 and number of Pay Periods. Defendant shall calculate Workweeks and Pay Periods in the same method
28 that was used to calculate Workweeks and Pay Periods prior to mediation;

8. Approving the proposed deadlines for the settlement administration process; and

9. Setting a Final Approval Hearing.

Pursuant to California Labor Code section 2699(1)(2), on October 9, 2025, 2025, a copy of the Settlement was submitted to the California Labor and Workforce Development Agency (“LWDA”) via online submission through the LWDA’s website. (Blanchard Decl., ¶ 49 and Exh. 4).

This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Annabel Blanchard, the Declarations of Plaintiffs Michael Vitale and Jasmine Rodriguez, the Declaration of the Settlement Administrator (Apex Class Action, LLC), the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: October 9, 2025

BLACKSTONE LAW, APC

By: A. Blanchard
Annabel Blanchard
Attorneys for Plaintiffs Michael Vitale and Jasmine
Rodriguez

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffss Michael Vitale and Jasmine Rodriguez (“Plaintiffs”) seeks preliminary approval of the
4 Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”)
5 entered into between Plaintiffs and Defendant Fleetlogix Inc. (“Defendant”) (collectively, with Plaintiffs,
6 the “Parties”). (Declaration of Annabel Blanchard in Support of Plaintiffs’ Motion for Preliminary
7 Approval of Class Action and PAGA Settlement [“Blanchard Decl.”], Exh. 3). The Settlement terms are
8 outlined as follows:

- 9
- 10 • Class Size: Approximately seven hundred seventy-three (773) individuals.
 - 11 • Gross Settlement Amount: Eight Hundred Fifteen Thousand Dollars (\$815,000)
 - 12 • Attorneys’ Fees and Costs: Attorneys’ fees of thirty-five percent (35%) of the Gross
13 Settlement Amount (\$285,250 if the Gross Settlement Amount is \$815,000) plus actual
14 litigation costs and expenses not to exceed Twenty-Five Thousand Dollars (\$25,000), to be
15 paid from the Gross Settlement Amount.
 - 16 • Enhancement Payments: Seven Thousand Five Hundred Dollars (\$7,500) to each of the two
17 Plaintiffs, for a total of Fifteen Thousand Dollars (\$15,000), to be paid from the Gross
18 Settlement Amount.
 - 19 • Settlement Administration Costs: Not to exceed Twelve Thousand Five Hundred Dollars
20 (\$12,500), to be paid from the Gross Settlement Amount.
 - 21 • PAGA Amount: One Hundred Thousand Dollars (\$100,000) from the Gross Settlement
22 Amount, 75% of which will be paid to the Labor and Workforce Development Agency
23 (“LWDA”) and the remaining 25% to be paid to the PAGA Employees.
 - 24 • Estimated Net Settlement Amount: Three Hundred Seventy-Seven Thousand Two Hundred
25 Fifty Dollars (\$377,250) to be distributed to Settlement Class Members.

26 As set forth herein, the Settlement is the product of informed discovery and arms-length
27 negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiffs therefore
28 respectfully request that the Court grant preliminary approval of the Settlement, conditionally certify the
Class, approve the proposed Notice of Class Action Settlement (“Class Notice”), and set a hearing date
for final settlement approval, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is specialized in managed labor in the Transportation, Logistics and Fleet Services Industries. Plaintiff Rodriguez was employed by Defendant as an hourly-paid, non-exempt Vehicle Service Agent from approximately May 2024 to approximately September 2024 (Declaration of Plaintiff Jasmine Rodriguez in Support of Motion for Approval of Class Action and PAGA Settlement ["Rodriguez Decl."], ¶ 2). Plaintiff Vitale has been employed by Defendant as an hourly-paid, non-exempt Vehicle Service Agent from approximately June 2024 to present (Declaration of Plaintiff Michael Vitale in Support of Motion for Approval of Class Action and PAGA Settlement ["Vitale Decl."], ¶ 2).

On November 10, 2023, Claimant Vadim Savin ("Savin") provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Letter"). (Blanchard Decl., ¶ 9 and Exh. 2).

On November 30, 2023, Savin filed a Class Action Complaint for Damages in the action entitled *Vadim Savin v. Fleetlogix Inc.*, San Diego County Superior Court Case No. 37-2023-00051984-CU-OE-CTL ("Action"), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 10).

On January 16, 2024, Savin filed a Complaint for Enforcement Action Under the Private Attorneys General Act in the action entitled *Vadim Savin v. Fleetlogix, Inc.*, San Diego County Superior Court Case No. 37-2024-00001754-CU-OE-CTL ("PAGA Action"), alleging violations under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* against Defendant.

On October 16, 2024, the Parties participated in a formal mediation conducted by Kevin T. Barnes ("Mediator"), a respected mediator of complex wage and hour actions. The matter did not settle at mediation, however with the assistance of the Mediator's evaluations and through ongoing direct negotiations, the Parties reached an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 12). The Parties then worked diligently to negotiate and memorialize the terms in a comprehensive settlement agreement that is memorialized herein. (*Ibid.*).

On October 17, 2024, Savin propounded formal written discovery onto Defendant (specifically: Form Interrogatories – Employment Law, Form Interrogatories – General, Requests for Admission (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Set One)), and

1 noticed the deposition of Defendant's Person Most Knowledgeable. (Blanchard Decl., ¶ 13).

2 On March 7, 2025, Savin and Plaintiffs provided an amended written notice to the LWDA and
3 Defendant, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California
4 Labor Code alleged to have been violated by Defendant. (Blanchard Decl., ¶ 14).

5 On June 30, 2025, Savin and Plaintiffs filed a First Amended Class and Representative Action
6 Complaint ("Operative Complaint") in the Action. (*Id.*, ¶ 15). The Operative Complaint alleges ten (10)
7 causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to
8 pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof,
9 failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay
10 wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon
11 termination, and failure to reimburse necessary business expenses, for violations of California Business
12 & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations,
13 and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code
14 Section 2698 *et seq.* ("PAGA") based on the aforementioned California Labor Code violations. (*Ibid*)

15 On September 18, 2025, Class Counsel filed a Motion to be Relieved as Counsel for Vadim Savin.
16 (*Id.*, at ¶ 16).

17 On October 8, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 17 and Exh. 3).

18 **III. THE SETTLEMENT TERMS**

19 **A. Class Definition**

20 For purposes of settlement only, the Parties have agreed that the Class shall be defined as "all
21 individuals who are current or former non-exempt employees of Defendant, and who did not sign an
22 arbitration agreement, and who were employed by Defendant in the State of California at any time during
23 the Class Period" ("Class" or Class Member(s)"). (Blanchard Decl., ¶ 16; Settlement Agreement, ¶ 10.b).
24 The Class Period is defined as the period from October 1, 2021 through February 13, 2025. (Blanchard
25 Decl., ¶ 16; Settlement Agreement, ¶ 10.f). Based on information provided by Defendant, it is estimated
26 that there are a total of seven hundred seventy-three (773) Class Members. (Blanchard Decl., ¶ 18).

27 **B. Amount of Settlement**

28 The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint

for a non-reversionary Gross Settlement Amount of Eight Hundred Fifteen Thousand Dollars (\$815,000.00), exclusive of employer-side payroll taxes. (Blanchard Decl., ¶ 19; Settlement Agreement, ¶ 10.q).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Blanchard Decl., ¶ 17; Settlement Agreement, ¶ 10.q). The Gross Settlement Amount includes: (1) Attorneys' Fees and Costs in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$285,250 if the Gross Settlement Amount is \$815,000); (2) Class Counsel's actual litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars (\$25,000.00); (3) Settlement Administration Costs, not to exceed Twelve Thousand Five Hundred Dollars (\$12,500); (4) Enhancement Payments in the amount of Seven Thousand Five Hundred Dollars (\$7,500) to each of the two Plaintiffs for a total of Fifteen Thousand Dollars (\$15,000.00); and (5) PAGA Amount in the amount of One Hundred Thousand Dollars (\$100,000). (Blanchard Decl., ¶ 19; Settlement Agreement, ¶¶ 10.q, 13, 14, 15, and 16). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Three Hundred Seventy-Seven Thousand Two Hundred Fifty Dollars (\$377,250). (Blanchard Decl., ¶ 19). Additionally, 25% of the PAGA Amount ("PAGA Employee Amount"), which is \$25,000 out of \$100,000, will be fully distributed to "all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period" ("PAGA Employee(s)"). (Blanchard Decl., ¶ 19; Settlement Agreement, ¶¶ 10.y, 10.cc, and 15). The "PAGA Period" is defined as the period from November 10, 2022, through February 13, 2025. (Blanchard Decl., ¶ 19; Settlement Agreement, ¶ 10.aa).

Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount to Settlement Class Members based on the Settlement Class Members' number of Workweeks. The Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield each Settlement Class Member's Individual Settlement Share, in accordance with the Settlement Agreement. (Blanchard Decl., ¶ 20; Settlement

1 Agreement, ¶¶ 10.t, 18.a and 18.b).

2 The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata*
3 basis based on the number of Pay Periods each PAGA Employee worked for Defendant as a non-exempt
4 employee in California during the PAGA Period (“Pay Periods”). (Blanchard Decl., ¶ 21; Settlement
5 Agreement, ¶¶ 10.r and 11). The *pro rata* share of the PAGA Employee Amount that a PAGA Employee
6 may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated
7 by the Settlement Administrator, in accordance with the Settlement Agreement. (Blanchard Decl., ¶ 21;
8 Settlement Agreement, ¶¶ 10.r).

9 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
10 percent (80%) penalties, interest, and non-wage damages. (Blanchard Decl., ¶ 22; Settlement Agreement,
11 ¶ 20). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to
12 penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the
13 Settlement Administrator. (Blanchard Decl., ¶ 22; Settlement Agreement, ¶ 20). The Settlement
14 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
15 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net
16 payment of their Individual Settlement Share ("Individual Settlement Payment"). (Blanchard Decl., ¶ 22;
17 Settlement Agreement, ¶¶ 10.l and 20). The employer's share of taxes and contributions in connection
18 with the wages portion of Individual Settlement Shares will be paid by Defendant separately and in
19 addition to the Gross Settlement Amount. (Blanchard Decl., ¶ 22; Settlement Agreement, ¶¶ 10.q and
20 20). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will
21 be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Blanchard Decl., ¶
22 22; Settlement Agreement, ¶ 20).

23 The Settlement Agreement is a non-reversionary settlement. (Blanchard Decl., ¶ 23; Settlement
24 Agreement, ¶¶ 10.q). The Net Settlement Amount will be fully distributed to Settlement Class Members
25 and the PAGA Amount will be fully distributed to the LWDA and PAGA Employees, in accordance with
26 the Settlement Agreement. (Blanchard Decl., ¶ 23; Settlement Agreement, ¶¶ 15 and 37). portion of the
27 Gross Settlement Payment will return to Defendant. (Blanchard Decl., ¶ 23; Settlement Agreement, ¶
28 10.q).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Blanchard Decl., ¶ 24; Settlement Agreement, ¶ 38). Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. (Blanchard Decl., ¶ 24; Settlement Agreement, ¶ 38).

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (Settlement Agreement, ¶ 39).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (*Id.*, ¶ 40).

“Released Class Claims” means any and all claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which specifically includes claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code Sections 17200, *et seq.* (*Id.*, ¶ 10. ff).

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon

1 termination, provide complaint wage statements, maintain complete and accurate payroll records, and
2 reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202,
3 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
4 applicable Industrial Welfare Commission Wage Order. (*Id.*, ¶ 10.gg).

5 “Released Parties” means Defendant and its current and former insurers, affiliates, subsidiaries,
6 parent companies, predecessors, successors, assigns, exempt employees, officers, directors, members,
7 shareholders agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any
8 individual or entity that could be jointly liable with Defendant. (*Id.*, ¶ 10.hh).

9 IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

10 The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal.
11 App. 4th 1794 (1996)). “In general, questions whether a settlement was fair and reasonable, whether
12 notice to the class was adequate, whether certification of the class was proper, and whether the attorney
13 fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*
14 *Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

15 The review and approval of a proposed class action settlement involves a two-step process. (*See*
16 *Cal. Rules of Court*, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement, and the
17 Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the
18 range of a fair settlement to justify providing notice of the proposed settlement to class members. After
19 notice is provided to the class, the Court must conduct a second inquiry into whether the proposed
20 settlement is fair, reasonable, and adequate. (*Ibid.*).

21 The initial evaluation of the settlement at the preliminary approval step “is not a fairness hearing.”
22 (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)).
23 Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the
24 proposed settlement is within the range of possible approval and, as a result, “whether there is any reason
25 to notify the class members of the proposed settlement and to proceed with a fairness hearing.” A
26 presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2)
27 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel
28 is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V*

1 *Cases*, 135 Cal. App. 4th 706, 723 (2006)).

2 Preliminary approval does not require a court to make a final determination that the settlement is
3 fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice
4 of the settlement has been given to the class members and they have had an opportunity to object or
5 exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a
6 potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law
7 which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for*
8 *Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

9 **V. THE SETTLEMENT IS PRESUMED FAIR**

10 **A. The Settlement Was Reached as a Result of Arm's-Length Bargaining**

11 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
12 reached through arm's-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
13 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations
14 were at all times made at arm's-length and were adversarial. (Blanchard Decl., ¶ 23). The Settlement
15 was reached following a full day of mediation with a highly respected mediator with substantial
16 experience mediating wage and hour cases. (*Ibid*). At all times, Plaintiffs were willing and prepared to
17 litigate this matter through class certification and trial if the Parties had been unable to reach a favorable
18 resolution. (*Id.*, ¶ 46).

19 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

20 Courts typically assess the status of discovery in determining whether a class action settlement
21 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
22 Defendant produced a sampling of putative class members' time and pay records as well as Defendant's
23 relevant wage and hour policies, and information regarding the total number of putative class members,
24 the number of current versus former employees, the total workweeks worked by the putative class
25 members, and the average rate of pay for the putative class members. (Blanchard Decl., ¶ 26).

26 This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
27 weaknesses of the claims and the potential class-wide damages. (*Id.*, ¶ 27). Based on information
28 exchanged, the Parties extensively briefed issues regarding class certification and liability and provided

1 their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective
2 positions. (*Id.*, ¶ 28). Additionally, settlement negotiations were conducted by highly capable and
3 experienced counsel. (Blanchard Decl., ¶¶ 1-8). Accordingly, Class Counsel had sufficient information
4 and experience to act intelligently in negotiating the Settlement.

5 **C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions**
6 **and Recovery Risks**

7 A settlement is not judged against what might have been recovered had a Plaintiffs prevailed at
8 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
9 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
10 must consider “the strength of Plaintiffs’ case, the risk, expense, complexity and likely duration of further
11 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
12 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
13 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
14 (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

15 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
16 factual grounds for defending the Action. Based upon Class Counsel’s experience litigating similar
17 complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class certification
18 and the merits of the Action absent a settlement.

19 **1. Class Counsel’s Analysis of the Maximum Available Liability and Damages**

20 Class Counsel analyzed all available data and estimated Defendant’s maximum potential exposure
21 to be approximately \$9,371,854, assuming the litigation was successful at trial on all claims at issue and
22 every employee had a violation for each claim on every shift worked. (Blanchard Decl., ¶ 29). This
23 maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining
24 class certification, prevailing at trial, and other attendant risks. (*Ibid*). This estimate is based off an
25 estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant
26 time period, less interest, and based on the analysis of the data which was extrapolated out for all putative
27 class members across the entire putative class period, which included: \$1,058,027 for meal period
28 violations (less meal period premiums paid); \$1,919,702 for rest period violations at a 100% violation

1 rate; \$524,340 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$239,070
2 for unreimbursed business expenses; \$1,920,015 for waiting time penalties; and \$1,810,100 for wage
3 statement penalties. Plaintiffs further estimated that Defendant faced an additional exposure of
4 \$1,900,600 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA
5 statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential
6 exposure totaled \$9,371,854 in damages. (Ibid).

7 **2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments**

8 While Plaintiffs believes that Defendant faced significant exposure, substantial barriers to a
9 recovery existed. Defendant contended that Plaintiffs' claims are not suitable for class certification
10 because individual issues and affirmative defenses would predominate should this case go to trial.
11 (Blanchard Decl., ¶ 32; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran*
12 *v. U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551
13 (2011)). While Plaintiffs and Class Counsel disagree with Defendant's predictions, they also recognize
14 that there is a significant risk that the Court may deny class certification. (Blanchard Decl., ¶ 32; *see*
15 *also, Findings of the Study of California Class Action Litigation*, 2000-2006, available at
16 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
17 actions were certified either as part of a settlement or as part of a contested certification motion)).

18 For example, Plaintiffs' meal period claims, which were based on Defendant's alleged failure to
19 provide lawful meal periods, have been increasingly difficult to certify in recent years. (Blanchard Decl.,
20 ¶ 33; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiffs's theory of liability for meal period violations was
21 based on allegations that Defendant had failed to implement its policies and that its practices failed to
22 allow Class Members to take meal breaks in the manner required under California law. (Blanchard Decl.,
23 ¶ 33; *See Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack
24 of a meal/rest break policy and the uniform failure to authorize such breaks are matters of common
25 proof.")). Defendant contended that its policies and practices at all times during the Class Period were
26 lawful. (Blanchard Decl., ¶ 33). Defendant further argued that the rate of purported meal period
27 violations reflected in the data would require individualized inquiry and that such inquiry would prohibit
28 a class from being certified. (Ibid). Class Counsel also had to consider the risk that the Court would find

1 validity in an individualized proof defense to certification of Plaintiffs' meal period claim. (Ibid).

2 Additionally, a large portion of Defendant's overall liability lies in Plaintiffs' rest period
3 allegations. (*Id.*, ¶ 34). As with the meal period allegations, Defendant contended that it had a lawful
4 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
5 required under California law. (Ibid). Additionally, this claim was even more uncertain given the
6 difficulties associated with proving the alleged rest period violations, as Defendant was not required to
7 record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were
8 legitimate concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
9 requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

10 Plaintiffs also faced challenges certifying and proving liability for his minimum wage and
11 overtime claims. (*Id.*, ¶ 35). These claims were largely based on Defendant's unrecorded, off-the-clock
12 work performed by the Class Members both before and after their shifts and during purported meal
13 periods. (Ibid). However, the individualized nature of why this work was performed and the
14 individualized nature of damages presented substantial concerns regarding the manageability of the case
15 and the risk the Court could find these issues prevented certification, and the estimated damages for this
16 claim were based on an assumption that all Class Members worked off the clock for at least one hour per
17 week. (Ibid).

18 Plaintiffs also contended that Defendant failed to reimburse Plaintiffs and the other Class
19 Members for necessary business-related expenses, such as the use of personal cell phones, computers,
20 and related internet for work-related purposes. (*Id.*, ¶ 36). Defendant contended that it had a policy and
21 practice of reimbursing employees for necessary business-related expenses. (Ibid). Defendant further
22 contended that, with respect to the alleged expenses for which Plaintiffs and the other Class Members
23 never requested reimbursement from Defendant, it did not know and had no reason to know that alleged
24 business-related expenses had been incurred. (Ibid). Defendant further contended that the reason why a
25 Class Member undertook certain expenses, while not others, and failed to receive reimbursement for
26 certain expenses while not others, would raise individual issues that could not be certified. (Ibid).

27 There are also substantial risks associated with Plaintiffs' waiting time penalties and wage
28 statement claims. (*Id.*, ¶ 37). First, these claims were derivative of Plaintiffs' claims for unpaid meal

1 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
2 and if certification was denied on those underlying claims, these derivative claims for penalties would
3 also likely fail. (Ibid). Further, even if Plaintiffs prevailed on their underlying claims, they would still
4 be required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
5 violations. (Blanchard Decl., ¶ 37; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
6 (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding
7 of willfulness")). Wage statement claims have also seen varying treatment at the appellate level because
8 such claims have an element of discretion attached to them rather than a pure calculation of damages after
9 liability is proven. (Blanchard Decl. ¶ 37; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010)
10 *with Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims,
11 which comprised a substantial portion of Defendant's estimated liability, were therefore uncertain.
12 (Blanchard Decl., ¶ 37).

13 Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the
14 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
15 proposition. (*Id.*, ¶ 38). In order to prove liability and damages, Class Counsel will need to request and
16 analyze thousands of pages of documents, obtain the Class Members' contact information, contact them,
17 and obtain their declarations at great expense. (Ibid). Obtaining the cooperation of current employees
18 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
19 employer. (Ibid). On the other hand, Defendant would likely be able to obtain the cooperation of its
20 employees. (Ibid). Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
21 would substantially delay any recovery by the Class. (Ibid).

22 Therefore, taking into account how each of the above risks potentially effected Plaintiffs' ability
23 to first obtain class certification, and then prove the underlying violations, plus the cost and delay in
24 recovering the alleged potential damages, and in light of multiple class members having signed arbitration
25 agreements, Class Counsel discounted Defendant's estimated liability based on the challenges facing his
26 ability to succeed on class certification by 75% to \$2,342,963.50. (*Id.*, ¶ 39). The merits-based risk
27 factors further reduced Defendant's estimated liability by an additional 65%. (Ibid). This resulted in an
28

adjusted estimated liability of \$820,037.23. (Ibid). In light thereof, the settlement amount of \$815,000 is a significant settlement. (Ibid).

Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential liability Defendant could face from these claims as part of the global resolution. (*Id.*, ¶ 40). Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs’ underlying wage claims. (Blanchard Decl., ¶ 40; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) (“Plaintiffs’ claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiffs’ other claims fail as a matter of law, so does her PAGA claim”)). Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith attempt to comply with its legal obligations warranting a reduction in penalties. (Blanchard Decl., ¶ 40).¹ Class Counsel also anticipated Defendant would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California’s labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

Therefore, after considering this multitude of factors, Plaintiffs and Class Counsel concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate One Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 12% of the Gross Settlement Amount. (*Id.*, ¶ 41). This percentage of the settlement is well within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. (Ibid). Typically, such

¹ See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) (“duplicative effect” of penalties is a factor in favor of “reducing ...the PAGA penalty”); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith attempts to comply with obligations and minimal violations).

1 hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed,
2 settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable
3 by courts. (Ibid). Moreover, the overall relief obtained by the Settlement is significant, not only from a
4 monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote
5 enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by
6 the employer. (Ibid).

7 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State
8 of California and is within the accepted range of recoveries for this type of litigation given the inherent
9 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
10 litigation. (*Id.*, ¶ 42).

11 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

12 Code of Civil Procedure Section 382 provides that three basic requirements must be met in order
13 to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined
14 community of interest in the question of law or fact affecting the parties to be represented; and (3)
15 certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action
16 is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiffs contends that the Action,
17 which is based upon Defendant’s wage and hour policies and practices, satisfies the class certification
18 requirements under California Code of Civil Procedure section 382. Defendant denies Plaintiffs’s
19 allegations, but for purposes of the Settlement only, Defendant has stipulated to certification of the Class.

20 A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is 21 Impracticable

22 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
23 the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862,
24 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is
25 defined as “all individuals who are current or former non-exempt employees of Defendant, and who did
26 not sign an arbitration agreement, and who were employed by Defendant in the State of California at any
27 time during the Class Period.” (Blanchard Decl., ¶ 18; Settlement Agreement, ¶ 10.b). This provides a
28 clear and definite scope for the proposed class.

1 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
2 requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Blanchard*
3 *v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
4 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of seven hundred
5 seventy-three (773) individuals meets the numerosity requirement.

6 Finally, the question of whether class members are easily identifiable turns on whether a Plaintiffs
7 can establish “the existence of an ascertainable class.” (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
8 (1967)). The existence of an ascertainable class in this case can be established through Defendant’s
9 payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and
10 the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191
11 Cal.App.3d 605, 617 (1987)).

12 **B. The Class Shares a Well-Defined Community of Interest**

13 The community of interest requirement embodies three factors: (1) predominant questions of law
14 and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
15 who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements
16 are easily satisfied.

17 The commonality criterion requires the existence of common question of law or fact and is
18 generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706).
19 What is required is that a common question of fact or law exists which predominates over issues unique
20 to individual Plaintiffs. The existence of individual issues or facts—generally present in any case arising
21 from employment—is not a bar to class certification as long as they do not render class litigation
22 unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois,*
23 *Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

24 Here, Plaintiffs’ claims present common issues of law and fact that predominate and warrant class
25 certification. Plaintiffs allege that Defendant denied compliant meal and rest periods to employees,
26 required employees to perform work off-the-clock, and failed to fully compensate employees for all time
27 actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and
28 overtime wages, and other related claims. Plaintiffs allege that Defendant’s policies and practices were

1 uniform as to all Class Members. Thus, class treatment is appropriate.

2 To satisfy the typicality requirement, California law does not require that Plaintiffs' claims be
3 identical to the other class members. Rather, the test of typicality for a class representative is whether
4 other members have the same or similar injury, whether the action is based on conduct which is not
5 unique to the named Plaintiffs, and whether other class members have been injured by the same course
6 of conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality
7 requirement for a class representative refers to the nature of the claim or defense of the representative,
8 and not to the specific facts from which it arose or the relief sought. (*See Ibid*).

9 Here, Plaintiffs allege that their claims are similar to those of the other Class Members and that
10 Plaintiffs' claims arise out of the same alleged course of conduct giving rise to the claims of the other
11 Class Members. Because Plaintiffs' claims are based upon the same alleged conduct and business
12 practices as those of Class Members, the typicality requirement has been satisfied.

13 Finally, the question of adequacy of representation "depends on whether the Plaintiffs' attorney
14 is qualified to conduct the proposed litigation and the Plaintiffs' interests are not antagonistic to the
15 interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these
16 considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in
17 employment-related, class-action litigation. (Blanchard Decl., ¶¶ 1-8). Plaintiffs will vigorously,
18 adequately, and fairly represent the interests of the Class. Plaintiffs have, at all times, throughout the
19 course of the litigation considered the interests of the Class and understood that he must take steps to
20 adequately represent the Class and their interests. Because Plaintiffs' claims are typical of other Class
21 Members and are not based on unique circumstances, there is no antagonism between the interests of
22 Plaintiffs and the Class.

23 **C. A Class Action is Superior to a Multiplicity of Litigation**

24 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
25 as the Class Members and the Court will derive substantial benefits. Class certification would serve as
26 the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429,
27 434 (2000) (relevant considerations include the probability that each class member will come forward to
28 prove his or her separate claim and whether the class approach would actually serve to deter and redress

the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are superior to individual litigation.

VII. THE REQUESTED ENHANCEMENT PAYMENTS ARE REASONABLE

Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of class action settlement agreements containing enhancements for the class representative, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and reasonable”)).

Plaintiffs initiated this litigation on behalf of their former co-workers who will now be entitled to receive payment from the Settlement. Plaintiffs invested substantial time and effort into litigation, including their own research, reviewing documents, and extensive discussions with Class Counsel. (Blanchard Decl., ¶¶ 3-7). Further, the requested amount for Plaintiffs is also reasonable given the average award and the benefit gained by other Class Members. For these reasons, Plaintiffs request that an Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500) each to Plaintiffs Michael Vitale and Jasmine Rodriguez, for a total of Fifteen Thousand Dollars (\$15,000), to Plaintiffs be preliminarily approved by the Court. (Blanchard Decl., ¶ 43; Rodriguez Decl., ¶ 12; Vitale Decl., ¶ 12).

VIII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE

Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions are “not to be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id.* at 47). In cases where class members present claims against a common fund and the defendant agrees to a percentage of

1 the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 32).

2 Here, the requested attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross
3 Settlement Amount (i.e., \$285,250 if the Gross Settlement Amount is \$815,000) and actual litigation
4 costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), which will be
5 paid out of the Gross Settlement Amount, subject to approval by the Court. (Blanchard Decl., ¶¶ 44).
6 The Attorneys' Fees and Costs that are not ultimately approved by the Court shall instead be included in
7 the Net Settlement Amount to be distributed to Settlement Class Members. (Settlement Agreement, ¶
8 13).

9 **IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS**
10 **MEETS DUE PROCESS REQUIREMENTS**

11 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members.
12 (*Id.*, Exh. A). The Class Notice will include information regarding the nature of the Action, a summary
13 of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the
14 Class Settlement and to dispute Workweeks and/or Pay Periods, and the date of the Final Approval
15 Hearing. (*Ibid.*). The Class Notice will list each Class Member's total Workweeks, and their estimated
16 Individual Settlement Share and each PAGA Employee's total Pay Periods and their estimated Individual
17 PAGA Payment. (*Ibid.*).

18 Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class
19 List to the Settlement Administrator, containing the following information for each Class Member: full
20 name; last known mailing address; Social Security number; number of Workweeks; and Number of Pay
21 Periods. Defendant shall calculate Workweeks and Pay Periods in the same method that was used to
22 calculate Workweeks and Pay Periods prior to mediation. (*Id.*, ¶¶ 10.d and 27). Within seven (7) calendar
23 days after receiving the Class List from Defendant, the Settlement Administrator will perform a search
24 based on the National Change of Address Database or other similar services available, such as provided
25 by Experian, for information to update and correct for any known or identifiable address changes, and
26 will mail a Class Notice in (in the form attached as Exhibit A to this Settlement Agreement) to all Class
27 Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the
28 Settlement Administrator. (*Id.*, ¶ 28.a). The Parties have agreed to use Apex Class Action, LLC as the

1 Settlement Administrator. (Blanchard Decl., ¶ 47; Settlement Agreement, ¶ 10.kk).

2 Class Members will have sixty (60) calendar days from the initial mailing of the Class Notice by
3 the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute
4 (“Response Deadline”). (Settlement Agreement, ¶ 10.jj).

5 Any Class Notice returned to the Settlement Administrator as undeliverable on or before the
6 Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed
7 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice.
8 (*Id.*, ¶ 28.b). If no forwarding address is provided, the Settlement Administrator will promptly attempt
9 to determine a correct address using a skip-trace or other search, using the name, address, and/or Social
10 Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.
11 (*Ibid.*).

12 Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods
13 which have been credited to them, as reflected in their respective Class Notices, by submitting a timely
14 and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response
15 Deadline. (*Id.*, ¶¶ 10.j and 29). A Dispute must: (a) contain the case name and number of the Class
16 Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four
17 (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes
18 the number of Workweeks and/or Pay Periods credited to them and what they contend is the correct
19 number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked
20 on or before the Response Deadline. (*Id.*, ¶ 10.j).

21 Any Class Member wishing to be excluded from the Class Settlement must submit a timely and
22 valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the
23 Response Deadline. (*Id.*, ¶¶ 30). (a) contain the case name and number of the Class Action; (b) contain
24 the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class
25 Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included
26 in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified
27 address, postmarked on or before the Response Deadline. (*Id.*, ¶ 10.jj). Notwithstanding the above, all
28 PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA

1 Payment, irrespective of whether they submit a Request for Exclusion. (*Id.*, ¶ 30).

2 To object to the Class Settlement, Settlement Class Members must submit a timely and complete
3 Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response
4 Deadline. (*Id.*, ¶¶ 31). A Notice of Objection must: (a) contain the case name and number of the Class
5 Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4)
6 digits of the objector's Social Security number; (c) contain a written statement of all grounds for the
7 objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs,
8 or other documents upon which the objection is based; and (e) be returned by mail to the Settlement
9 Administrator at the specified address, postmarked on or before the Response Deadline. (*Id.*, ¶ 10.w).
10 Settlement Class Members, individually or through counsel, may also present their objection orally at the
11 Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. (*Id.*, ¶ 31).

12 **X. CONCLUSION**

13 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
14 Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

15 Respectfully submitted,

16 Dated: October 9, 2025

BLACKSTONE LAW, APC

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20 Jasmine Rodriguez
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