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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

JULIAN LEGRANDE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

PENINSULA PLASTICS RECYCLING,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: CV-23-000865
[Consolidated With Case No. CV-24-006619]

Assigned for All Purposes to:
Honorable Sonny S. Sandhu
Department 24

CLASS ACTION

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

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

Hearing Date: April 8, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department 24

Complaint Filed: February 16, 2023
Trial Date: None Set

MICHEAL BALLARD, on behalf of other
members of the general public similarly
situated;

Plaintiff,

v.

PENINSULA PLASTICS RECYCLING,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: CV-24-006619
[Consolidated With Case No. CV-23-000865]

Assigned for All Purposes to:
Honorable Sonny S. Sandhu
Department 24

Complaint Filed: August 22, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on April 8, 2025 at 8:30 a.m., or as soon as the matter may
2 be heard, before the Honorable Sonny S. Sandhu in Department 24 of the Stanislaus County
3 Superior Court located at 801 10th Street Modesto, California 95354, Plaintiffs Julian Legrande
4 and Micheal Ballard (“Plaintiffs,” “Plaintiff Legrande,” and “Plaintiff Ballard”) will and hereby
5 do move for an order:

- 6 • Granting Preliminary Approval of the class action settlement described herein and
7 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement
8 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the
9 Declaration of Douglas Han, including, and not limited to, the means of allocation
10 and distribution of funds;
- 11 • Conditionally certifying the Class for settlement purposes only;
- 12 • Appointing Plaintiffs as the class representatives;
- 13 • Appointing Justice Law Corporation as Class Counsel;
- 14 • Approving the Court Approved Notice of Class Action Settlement and Hearing
15 Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the
16 Settlement Agreement;
- 17 • Directing the mailing of the Class Notice with a postage-paid return envelope to
18 the Class;
- 19 • Approving the proposed deadlines for the settlement administration process;
- 20 • Approving Apex Class Action Administration as the Administrator; and
- 21 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
22 Agreement, at which time the Court will also consider whether to grant Final
23 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
24 Litigation Expenses Payment, Class Representative Service Payments,
25 Administration Expenses Payment, and approval of the allocation of the Private
26 Attorney General Act of 2004 (“PAGA”) Penalties.

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

5
6 Dated: January 31, 2025

JUSTICE LAW CORPORATION

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

TABLE OF CONTENTS

I.	INTRODUCTION	10
II.	BACKGROUND	10
III.	INVESTIGATION/ LITIGATION HISTORY	11
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	11
b.	The Parties Were Able to Reach an Agreement on Settlement of the Action	11
i.	The Parties Attended Mediation Which Led to the Settlement	11
ii.	The Settlement Was Reached as a Result of Arm's-Length Negotiations	12
iii.	The Settlement Is the Result of Thorough Investigation and Discovery	12
c.	Terms of the Proposed Settlement	13
i.	Deductions from the Settlement.....	13
ii.	Calculating Settlement Payments	13
iii.	Notice to the Class	13
iv.	Distribution of Funds	14
v.	Release of Claims	14
d.	Counsel for Both Parties Are Experienced in Similar Litigation	15
IV.	ARGUMENT	15
a.	Class Action Settlements Are Subject to Court Review.....	15
b.	The Proposed Settlement Is a Reasonable Compromise of Claims.....	16
i.	The Settlement Amount of \$292,500 Is Fair and Reasonable	17
ii.	The PAGA Penalties of \$20,000 Is Reasonable	18
c.	Discount Analysis Justifies the Settlement.....	19
d.	Conditional Certification of the Class Is Appropriate	20
i.	The Proposed Class Is Ascertainable and Sufficiently Numerous.....	21
ii.	Class Members Share a Well-defined Community of Interest	21
1.	Common Issues Predominate.....	22

2.	Plaintiffs’ Claims Are Typical of the Class Claims.....	22
3.	Plaintiffs Are Adequate to Represent the Class.....	23
4.	Class Action is Superior for the Fair and Efficient Adjudication of this Controversy	23
e.	The Settlement Is Fair, Reasonable, and Adequate	23
f.	Notice to the Class Complies with Rules of Court, Rule 3.769(f).....	24
V.	CONCLUSION.....	24

TABLE OF AUTHORITIES

<u>Cases</u>	<u>Page(s)</u>
<i>Acosta v. TransUnion, LLC</i>	
(C.D. Cal. 2007) 240 F.R.D. 564	20
<i>Aguilar v. Cintas Corp. No. 2</i>	
(2006) 144 Cal.App.4th 121	17
<i>Amaro v. Anaheim Arena Management, LLC</i>	
(2021) 69 Cal.App.5th 521	15
<i>Bartold v. Glendale Federal Bank</i>	
(2000) 81 Cal.App.4th 816	21
<i>In re Beef Industry Antitrust Litigation</i>	
(5th Cir. 1979) 607 F.2d 167	16
<i>Boyd v. Bechtel Corp.</i>	
(N.D.Cal. 1979) 485 F.Supp.610	12
<i>Brinker Restaurant Corp. v. Superior Court</i>	
(2012) 53 Cal.4th 1004	22
<i>Capitol People First v. Department of Developmental Services</i>	
(2007) 155 Cal.App.4th 676	21, 22
<i>Classen v. Weller</i>	
(1983) 145 Cal.App.3d 27	22
<i>Detroit v. Grinnell Corp.</i>	
(2d Cir. 1974) 495 F.2d 448.....	20
<i>Dunbar v. Albertson's Inc.</i>	
(2006) 141 Cal.App.4th 1422	17
<i>Dunk v. Ford Motor Co.</i>	
(1996) 48 Cal.App.4th 1794	15, 23
<i>Espinoza v. Galardi South Enters.</i>	
(S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS.....	22

<u>Cases</u>	<u>Page(s)</u>
<i>In re General Motors Corp. Engine Interchange Litigation</i>	
(7th Cir. 1979) 594 F.2d 1106	20
<i>Ghazaryan v. Diva Limousine, Ltd.</i>	
(2008) 169 Cal.App.4th 1524	21
<i>Green v. Obledo</i>	
(1981) 29 Cal.3d 126	15
<i>Harris v. Superior Court</i>	
(2007) 154 Cal.App.4th 164	17
<i>Hicks v. Kaufman & Broad Home Corp.</i>	
(2001) 89 Cal.App.4th 908	21
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D. Cal. Apr. 3, 2009) No. 08-00844, 2009 U.S. Dist. LEXIS 33900	18
<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n</i>	
(1981) 452 U.S. 905	16
<i>Jones v. JGC Dallas LLC</i>	
(N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS	
185042	22
<i>Kullar v. Foot Locker Retail, Inc.</i>	
(2008) 168 Cal.App.4th 116	16
<i>Linder v. Thrifty Oil Co.</i>	
(2000) 23 Cal.4th 429	21
<i>Linney v. Cellular Alaska P’ship</i>	
(9th Cir. 1998) 151 F.3d 1234	20
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
(2010) 186 Cal.App.4th 399	16
<i>Nordstrom Com. Cases</i>	
(2010) 186 Cal.App.4th 576	18

<u>Cases</u>	<u>Page(s)</u>
<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
(2004) 34 Cal.4th 319	17, 20, 21
<i>Thurman v. Bayshore Transit Mgmt.</i>	
(2012) 203 Cal.App.4th 1112	18
<i>Vasquez v. Superior Court</i>	
(1971) 4 Cal.3d 800	15
<i>Walsh v. IKON Office Solutions, Inc.</i>	
(2007) 148 Cal.App.4th 1440	17
<u>Rules</u>	
Federal Rule 23	15
Rules of Court, Rule 3.769	15
Rules of Court, Rule 3.769 (f)	24
Rules of Court, Rule 3.769 (g).....	15
<u>Statutes</u>	
Business & Professions Code § 17200	17
Code of Civil Procedure § 382.....	20, 23
Code of Civil Procedure § 877.6.....	16
Code of Civil Procedure § 1542.....	14
Labor Code § 201.....	18
Labor Code § 202.....	18
Labor Code § 203.....	18
Labor Code § 204.....	18
Labor Code § 210.....	18
Labor Code § 218.5.....	18
Labor Code § 221.....	18
Labor Code § 226(a)	18
Labor Code § 226.3.....	18

<u>Statutes</u>	<u>Page(s)</u>
Labor Code § 226.7.....	18
Labor Code § 246.....	18
Labor Code § 432.5.....	18
Labor Code § 510.....	18
Labor Code § 512 (a)	18
Labor Code § 551.....	18
Labor Code § 552.....	18
Labor Code § 558.....	18
Labor Code § 1174 (d).....	18
Labor Code § 1194.....	18
Labor Code § 1197.....	18
Labor Code § 1197.1.....	18
Labor Code § 1198.....	18
Labor Code § 2800.....	18
Labor Code § 2802.....	18
Private Attorney General Act of 2004	3

1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement by Plaintiffs on behalf of themselves and all current and former hourly-paid
4 or non-exempt employees employed directly by Defendant Peninsula Plastics Recycling, Inc.
5 (“Defendant”) within the State of California at any time during the period from February 16, 2019,
6 through November 30, 2024 (“Class,” “Class Members,” and “Class Period”). At the time of this
7 filing, the number of Class Members is estimated to be one hundred ninety-nine (199), which was
8 confirmed by Defendant. (Declaration of Douglas Han In Support of Motion for Preliminary
9 Approval of Class Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

10 **II. BACKGROUND**

11 On February 16, 2023, Plaintiff Legrande filed a wage-and-hour class action lawsuit
12 against Defendant in the Superior Court of California, County of Stanislaus, alleging eight (8)
13 causes of action (Case No. CV-23-000865). (Han Decl., *supra*, at ¶ 10.)

14 On November 2, 2023, Plaintiff Ballard provided written notice to the California Labor
15 and Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 11; Exhibit 3.)

16 On August 22, 2024, Plaintiff Ballard filed a representative PAGA action against
17 Defendant in the Superior Court of California, County of Stanislaus (Case No. CV-24-006619).
18 (Han Decl., *supra*, at ¶ 12; Exhibit 4.)

19 After engaging in discovery, investigations, and negotiations, on November 7, 2024, the
20 Parties remotely attended mediation with the mediator Jeffrey Owensby, resulting in a global
21 settlement. (Han Decl., *supra*, at ¶ 13.)

22 In line with the stipulation, on November 19, 2024, the Parties stipulated to consolidate
23 both lawsuits and designated the class action lawsuit as the lead case. (Han Decl., *supra*, at ¶ 14.)

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III. INVESTIGATION / LITIGATION HISTORY

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

After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 16.) The Parties drafted and propounded form interrogatories, special interrogatories, requests for admission, and requests for production of documents and drafted and filed Motions to Compel Further Responses. (*Ibid.*) The Parties responded to the formal discovery requests and prepared for and attended the deposition of Defendant's Person Most Qualified. (*Ibid.*) The Parties met and conferred and agreed to engage in the informal exchange of information and then eventually remotely attended mediation. (*Ibid.*)

Prior to the mediation, Defendant produced several documents relating to the policies, practices, and procedures. (Han Decl., *supra*, at ¶ 17.) As part of Defendant's production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Several putative class members were also located and interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day violations. (*Ibid.*)

Based on the information provided by Defendant and interviews with putative class members, Plaintiffs contend – and Defendant denies – Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) maintained an illegal rounding practice; (4) failed to include non-discretionary bonuses in employees' regular rate of pay; (5) failed to reimburse employees for necessary business expenses; (6) issued noncompliant wage statements; and (7) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 19-27.)

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

i. The Parties Attended Mediation Which Led to the Settlement

The Parties remotely attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 28.) Under the auspices of the mediator, the Parties reached a global settlement, the terms were memorialized in the Settlement Agreement. (*Id.* at ¶ 28; Exhibits 2, 5.)

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

2 The Settlement was reached because of arm’s-length negotiations. (Han Decl., *supra*, at ¶
3 31.) Though cordial and professional, the settlement negotiations have always been adversarial
4 and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted extensive
5 arm’s-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

6 Plaintiffs and Class Counsel recognize the expense and length of additional proceedings
7 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
8 32.) Plaintiffs and Class Counsel also considered the uncertainty and risk of further litigation,
9 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
10 foregoing, Plaintiffs and Class Counsel believe that the Settlement is a fair, adequate, and
11 reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

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

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

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1 **c. Terms of the Proposed Settlement**

2 **i. Deductions from the Settlement**

3 The Parties agreed that (subject to the Court’s approval) this matter be settled and
4 compromised for the non-reversionary sum of \$292,500 (“Gross Settlement Amount”) which
5 includes: (1) Class Counsel Fees Payment up to \$102,375 (35% of the Gross Settlement Amount);
6 (2) Class Counsel Litigation Expenses Payment up to \$30,000; (3) Class Representative Service
7 Payments totaling \$20,000; (4) Administration Expenses Payment up to \$10,000; and (5) PAGA
8 Penalties up to \$20,000. (Han Decl., *supra*, at ¶ 29.)

9 **ii. Calculating Settlement Payments**

10 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
11 that \$110,125 (“Net Settlement Amount”) will be paid to Participating Class Members – with a
12 gross *average* Individual Class Payment estimated at \$533.39. (Han Decl., *supra*, at ¶ 30.)

13 The Participating Class Members will receive a proportionate share of the Net Settlement
14 Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 28;
15 Exhibit 2, *supra*, at § C(2)(e).) Individual Class Payments will be allocated twenty-five percent
16 (25%) to the settlement of wage claims forty percent (40%) to the settlement of claims for interest,
17 and thirty thirty-five percent (35%) to the settlement of claims for penalties. (*Id.* at § C(2)(e)(i).)

18 The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be
19 determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 28;
20 Exhibit 2, *supra*, at § C(2)(d)(i).) Aggrieved Employees’ portion of the PAGA Penalties will be
21 allocated as one hundred percent (100%) penalties. (*Id.* at § C(2)(d)(ii).)

22 **iii. Notice to the Class**

23 No later than fourteen (14) calendar days after the Court grants Preliminary Approval of
24 the Settlement, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶
25 28; Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the
26 Class Data, the Administrator will send the Class Notice with a translation to all Class Members
27 identified in the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

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1 **iv. Distribution of Funds**

2 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
3 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at §§ D(2), D(3).)
4 Uncashed settlement checks will be canceled and transmitted to the California Controller's
5 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

6 **v. Release of Claims**

7 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
8 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
9 Participating Class Members, on behalf of themselves and their former and present representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
11 the Released Class Claims. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at § E(2).)

12 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
13 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
14 Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed
15 to release, on behalf of themselves and their former and present representatives, agents, attorneys,
16 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
17 Claims. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at § E(3).)

18 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
19 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
20 Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns generally release and discharge the Released Parties from
22 the Plaintiffs' Release. (Han Decl., *supra*, at ¶ 28; Exhibit 2, *supra*, at § E(1).) Furthermore,
23 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542
24 of the Civil Code. (*Id.* at § E(1)(a).)

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

9 **d. Counsel for Both Parties Are Experienced in Similar Litigation**

10 The Parties’ counsel are experienced in wage-and-hour employment law and class actions.
11 (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf
12 of employees for Labor Code violations and are experienced and qualified to evaluate the class
13 claims, settlement versus trial on a fully informed basis, and viability of the defenses. (Ibid.) This
14 experience instructed Class Counsel on the risks and uncertainties of further litigation and guided
15 their determination to endorse the Settlement.¹ (Ibid.)

16 **IV. ARGUMENT**

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

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

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

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

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

4 ...

5 (b) Any party to a settlement agreement may serve and file a written notice of
6 motion for preliminary approval of the settlement. The settlement
7 agreement and proposed notice to class members must be filed with the
8 motion, and the proposed order must be lodged with the motion.

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

13 **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

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

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

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1 **i. The Settlement Amount of \$292,500 Is Fair and Reasonable**

2 The Settlement Agreement was only possible following significant investigation and
3 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in
4 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and
5 potential damages. (Han Decl., *supra*, at ¶ 33.)

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

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

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24 _____
25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

1 **ii. The PAGA Penalties of \$20,000 Is Reasonable**

2 The provisions of the Labor Code potentially triggering PAGA penalties include Labor
3 Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
4 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 46.)
5 Defendant asserted that, regardless of the results of the underlying causes of action, PAGA
6 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained
7 that it had a strong argument that it would be unjust to award maximum PAGA penalties given the
8 law’s current unsettled state concerning PAGA penalties. (Han Decl., *supra*, at ¶ 46; *Thurman v.*
9 *Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this
10 authority].) Furthermore, Defendant argued that without stacking and limited to the initial
11 violation, the PAGA penalties would be limited to about **\$8,000** (80 employees x \$100 penalty for
12 initial violation) on the low end and **\$48,000** (80 employees x \$100 penalty for initial violation x
13 6 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 47-49.)

14 Plaintiffs recognized that the risk that any PAGA award could be reduced. (Han Decl.,
15 *supra*, at ¶ 50.) Many of the causes of action brought were also duplicative of the statutory claims.
16 (*Ibid.*) Allocating \$20,000 to PAGA civil penalties was reasonable given that Defendant is also
17 paying an additional \$272,500 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated
18 in good faith and “there is no indication that [the] amount was the result of self-interest at the
19 expense of other Class Members,” such amounts are reasonable.⁴ (Han Decl., *supra*, at ¶ 50.)

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

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26 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
27 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
28 “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims”.)

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$2,062,080.60** on the low end and around **\$2,177,897.79** on the high end. (Han Decl., *supra*, at ¶ 51.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$382,010.22	70%	60%	\$45,841.23
Meal Break Premiums	\$166,734.82	60%	60%	\$26,677.57
Overtime/Minimum Wage: Off-the-Clock Work	\$231,634.38 to \$347,451.57	60%	50%	\$46,326.88 to \$69,490.31
Rounding	\$19,796.56	30%	50%	\$6,928.80
Regular Rate	\$7,806.82	30%	50%	\$2,732.39
Unreimbursed Business Expenses	\$148,781	30%	70%	\$31,244.01
Wage Statement Penalty	\$292,000	60%	60%	\$46,720
Waiting Time Penalty	\$813,316.80	60%	60%	\$130,130.69
MAXIMUM TOTAL EXPOSURE	\$2,062,080.60 to \$2,177,897.79⁵			\$336,601.57 to \$359,765⁶

The realistic recovery for this case is about **\$336,601.57** on the low end and **\$359,765** on the high end. (Han Decl., *supra*, at ¶ 60.) The Gross Settlement Amount is about thirteen percent (13.43%) of the maximum potential exposure and around eighty-one percent (81.30%) of the maximum realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

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⁵ (Han Decl., *supra*, at ¶¶ 37-45.)

⁶ (*Id.* at ¶¶ 52-59.)

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

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

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

18 The Class is ascertainable and numerous as to make it impracticable to join all Class
19 Members, and there are common questions of law and fact that predominate over any questions
20 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 61.) Plaintiffs contend that their
21 claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect
22 the interests of the Class. (*Ibid.*) Plaintiffs assert that the prosecution of separate actions by
23 individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

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1 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

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

9 This case involves approximately one hundred ninety-nine (199) Class Members, meaning
10 that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 62; *Ghazaryan v. Diva Limousine,*
11 *Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current
12 and former employees” is sufficiently numerous].)

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

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

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Plaintiffs assert that common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 63.) Plaintiffs contend that all Class Members were subject to the same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

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

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Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 65.) Plaintiffs conducted themselves diligently and responsibly in representing the Class, understand the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiffs spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Plaintiffs have no interest adverse to the interests of the other Class Members. (*Ibid.*)

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

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

e. The Settlement Is Fair, Reasonable, and Adequate

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

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

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

Plaintiffs submit the Settlement is in the best interests of the Class. Under the applicable class action criteria and guidelines, the Settlement should be preliminarily approved, Class should be conditionally certified for settlement purposes, and Class Notice should be approved.

JUSTICE LAW CORPORATION

By: D. Han
Douglas Han
Attorneys for Plaintiffs

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On January 31, 2025, I served the foregoing document described as

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

for the following case: **Legrande, et al. v. Peninsula Plastics Recycling, Inc.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-991477-23**
Court Case No.: CV-23-000865
[Consolidated with Case No. CV-24-006619]
Stanislaus County Superior Court

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

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

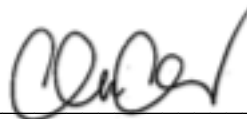
[X] BY ELECTRONIC SUBMISSION

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

[X] STATE

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

Executed on January 31, 2025 Pasadena, California.


Christina Castro