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

DANIEL BARNWELL, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

GILTON SOLID WASTE MANAGEMENT,
INC., a California corporation; GILTON
RESOURCE RECOVERY, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

PATRICIO GARCIA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GILTON RESOURCE RECOVERY/
TRANSFER FACILITY, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CV-24-000287 (Lead Case)
Consolidated Case No. CV-24-003479

Honorable Clifford Tong
Department 23

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Hearing Date: January 12, 2027
Hearing Time: 8:30 a.m.
Department: 23

Barnwell Complaint
Filed: January 10, 2024
Garcia Complaint
Filed: May 7, 2024
Garcia FAC Filed: July 12, 2024
Trial Date: None Set

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**TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF
RECORD:**

PLEASE TAKE NOTICE that on January 12, 2027, at 8:30 a.m. or as soon thereafter as the matter may be heard before the Honorable Clifford Tong in Department 23 of the Superior Court of California for the County of Stanislaus, located at 801 10th Street, Modesto, California 95354, Plaintiffs Daniel Barnwell and Patricio Garcia (“Plaintiffs” or “Class Representatives”) will, and hereby do, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 2**” to the Declaration of Ryan Slinger in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiffs Daniel Barnwell and Patricio Garcia as Class Representatives;
- Appointing Arby Aiwezian, Yasmin Hosseini, Ryan Slinger and Alborz Javaheri of Lawyers for Justice, PC, as well as Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as “**EXHIBIT A**” to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving Phoenix Settlement Administrators as the Settlement Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

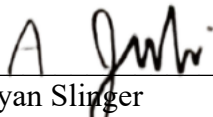
This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

1 This motion is based upon the following memorandum of points and authorities, the
2 Settlement Agreement, the Declarations of Proposed Class Counsel (Ryan Slinger and Kane
3 Moon) and Proposed Class Representatives (Daniel Barnwell and Patricio Garcia) in support
4 thereof, as well as the pleadings and other records on file with the Court in this matter, and such
5 evidence and oral argument as may be presented at the hearing on this motion.

6
7 Dated: September 22, 2026

LAWYERS for JUSTICE, PC

8
9 By:



Ryan Slinger
Alborz Javaheri
Attorneys for Plaintiff Daniel Barnwell

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27
28

TABLE OF CONTENTS

I. SUMMARY OF MOTION.....1

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND2

III. SUMMARY OF THE SETTLEMENT TERMS4

**IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENTS.....6**

**V. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT
.....7**

**A. The Settlement Resulted from Arm’s-Length Negotiations Based
Upon Extensive Investigation and Discovery.7**

B. The Settlement Is Fair, Reasonable, and Adequate.....9

C. The Settlement Is of Significant Value.....10

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE11

A. The Class Is Ascertainable and Sufficiently Numerous.11

B. The Share a Well-Defined Community of Interest.12

**VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR
ATTORNEYS’ FEES AND COSTS.....13**

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE15

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR16

X. ENHANCEMENT PAYMENTS.....17

XI. CONCLUSION18

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135	7
<i>Bartold v. Glendale Federal Bank</i> (2000) 81 Cal.App.4th 816	11
<i>Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.</i> (S.D.N.Y. 1979) 480 F.Supp. 1195	14
<i>Capitol People First v. Department of Developmental Services</i> (2007) 155 Cal.App.4th 676 11, 12	
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960	15, 16
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	14
<i>City of Detroit v. Grinnell Corporation</i> (2d Cir. 1974) 495 F.2d 448	6
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	6, 7
<i>Estrada v. Dr. Pepper/Seven-Up</i> , Los Angeles County Superior Court, Case No. BC 262247 (May 2005)	14
<i>Hicks v. Kaufman & Broad Home Corp.</i> (2001) 89 Cal.App.4th 908	11
<i>In re American Bank Note Holographics, Inc., Securities Litigation</i> (S.D.N.Y. 2001) 127 F.Supp.2d 418	10
<i>In re Ampicillin Antitrust Litigation</i> (D. D.C. 1981) 526 F.Supp. 494	14
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122	14
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116	10
<i>Laffitte v. Robert Half Int’l, Inc.</i> (2016) 1 Cal.5th 480	14
<i>Lealao v. Beneficial Cal., Inc.</i> (2000) 82 Cal.App.4th 19	14
<i>Linder v. Thrifty Oil Co.</i> (2000) 23 Cal.4th 429	11
<i>Mendoza v. United States</i> (9th Cir. 1980) 623 F.2d 1338	15
<i>Moore v. IKEA</i> , Los Angeles Superior Court, Case No. BC 263646 (Sept. 2006)	14
<i>Officers for Justice v. Civil Service Commission of City and County of San Francisco</i> (9th Cir. 1982) 688 F.2d 615	6
<i>Rose v. City of Hayward</i> (1981) 126 Cal.App.3d 926	11
<i>Sav-On Drug Stores, Inc. v. Superior Court</i> (2004) 34 Cal.4th 319	11, 12
<i>Vranken v. Atlantic Richfield Co.</i> (N.D. Cal. 1995) 901 F.Supp. 294	17

1	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224	7
2		
3	Statutes	
4	Cal. Code Civ. Proc. § 1781.....	15
5	Cal. Code Civ. Proc. § 1781(f).....	6
6	Other Authorities	
7	Conte & Newberg, Newberg on Class Actions § 11.25 (4th Ed.)	6
8	Conte & Newberg, Newberg on Class Actions § 11.47 (4th Ed.)	10
9	Conte & Newberg, Newberg on Class Actions § 14.03 (4th Ed.)	14
10	Conte & Newberg, Newberg on Class Actions § 8.21 (4th Ed.)	16
11	Conte & Newberg, Newberg on Class Actions § 8.29 (4th Ed.)	16
12	<i>Manual for Complex Litigation</i> § 21.311 (4th ed. 2007)	15
13	<i>Manual for Complex Litigation</i> § 21.312 (4th ed. 2007)	16
14	Rules	
15	Fed. R. Civ. P. 23(c)(2).....	16
16	Fed. R. Civ. P. 23(e).....	16
17		
18		
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21		
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23		
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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. SUMMARY OF MOTION

3 Plaintiffs Daniel Barnwell (“Plaintiff Barnwell”) and Patricio Garcia (“Plaintiff Garcia”)
4 (together, “Plaintiffs” or “Class Representatives”) seek preliminary approval of the Joint
5 Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or
6 “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of
7 all others similarly situated and other aggrieved employees, on the one hand, and Defendants
8 Gilton Solid Waste Management, Inc. and Gilton Resource Recovery/Transfer Facility, Inc.
9 (together, the “Defendants”), on the other hand. Subject to approval by the Court, Plaintiffs and
10 Defendants (collectively, the “Parties”) have agreed to settle the lawsuits for a Maximum
11 Settlement Amount of \$1,000,000.00.¹

12 Plaintiffs also seek to provisionally certify the following Class for settlement purposes,
13 which Defendants do not oppose:

14 All current and former hourly-paid or non-exempt employees of Defendants in
15 California employed during the Class Period (“Class” or “Class Members”).²

16 Class Members who do not submit a timely and valid Request for Exclusion from the
17 Class Settlement (“Settlement Class Members”) will receive a *pro rata* share of the Net
18 Settlement Amount (“Individual Settlement Share”). The net payment of each Settlement Class
19 Member’s Individual Settlement Share (“Individual Settlement Payment”) will be distributed to
20 Settlement Class Members on a *pro rata* basis based upon the number of weeks each Class
21 Member was employed as an hourly-paid or non-exempt employee of Defendants in California

22
23 ¹ Settlement Agreement, attached as “**EXHIBIT 2**” to Declaration of Ryan Slinger (“Slinger Decl.”), § 10.v. If it
24 is determined that the total number of Workweeks during the Class Period exceeds 95,843 Workweeks, at
25 Defendants’ option either: (a) the Maximum Settlement Amount will be increased on a pro rata basis equal to the
26 percentage increase in the number of Workweeks above 95,843 Workweeks (e.g., if the threshold of 95,843
27 Workweeks is exceeded by 1%, the Maximum Settlement Amount will increase by 1%), or, (b) the Class Period
28 will end as of the date on which the Workweeks total reached 95,843) and such date shall be referred to as the
“Alternate End Date.” In the event that Defendants chooses to end the Class Period on the Alternative End Date,
then, the PAGA Period will also end on the Alternate End Date. Defendants’ election must be made no later than
June 11, 2026 and before the filing of the Motion for Preliminary Approval. *See id.*, § 41. **Defendants determined
the workweeks count did not exceed 95,843 and therefore Defendants did not choose to end the Class Period
on the Alternative End Date.**

² *Id.*, § 10.d. “Class Period” is defined as the period from January 10, 2020 through either: (a) November 17, 2025
or, (b) if applicable, the Alternate End Date. *See id.*, § 10.f.

during the Class Period, exclusive of any workweeks that the employee did not work due to vacation, leaves of absence or other reasons (“Workweeks”).³

The Settlement, upon the Effective Date and full funding of the Maximum Settlement Amount, will operate to resolve the Released Class Claims of Plaintiffs and Settlement Class Members and the Released PAGA Claims of Plaintiff Barnwell, PAGA Members, and the State of California.⁴

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants provide waste removal, recycling, and compost services to residents and municipalities in California’s Central Valley. Defendants maintain a resource recovery facility in Modesto. Plaintiffs are former employees of Defendants.

On November 2, 2023, Plaintiff Barnwell provided written notice by electronic upload to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the California Labor Code that were alleged to be violated (“Barnwell PAGA Notice”).⁵

On January 10, 2024, Plaintiff Barnwell filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Superior Court for the County of Stanislaus, thereby commencing a putative class action and representative action entitled *Daniel Barnwell v. Gilton Solid Waste Management, Inc., et al.*, in the Superior Court of California for the County of Stanislaus, Case No. CV-24-000287 (“*Barnwell* Action”).⁶

On May 7, 2024, Plaintiff Garcia filed a Class Action Complaint, thereby commencing a putative class action entitled *Patricio Garcia v. Gilton Resource Recovery/Transfer Facility, Inc.* in the Superior Court of California for the County of Stanislaus, Case No. CV-24-003479 (“*Garcia* Action”) (together with the *Barnwell* Action, the “Actions”).⁷

³ Settlement Agreement, §§ 10.s, 10.t, 10.nn, & 10.oo.

⁴ *Id.*, at §§ 35.a & 36. See *id.* at § 10.l for the definition of the “Effective Date,” *id.* at 10.gg for the full scope of the “Released Class Claims,” *id.* at § 10.hh for the full scope of the “Released PAGA Claims,” and *id.* at § 10.ii for the definition of the “Released Parties.”

⁵ Slinger Decl., ¶ 2.

⁶ *Id.*, ¶ 3.

⁷ Slinger Decl., ¶ 4; Declaration of Kane Moon (“Moon Decl.”) ¶ 5.

On July 12, 2024, Plaintiff Garcia filed a First Amended Class Action and Representative Action Complaint in the *Garcia* Action, thereby adding a cause of action for civil penalties pursuant to California Labor Code § 2698, *et seq.* (“PAGA”).⁸

On October 2, 2025, the Court issued an Order to Consolidate the Actions and assigned the *Barnwell* Action as the lead action.⁹

Plaintiffs’ core allegations are that Defendants have violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and PAGA Members of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys’ fees and costs.¹⁰

Collectively, Lawyers for Justice, PC and Moon Law Group, PC (together, “Class Counsel”) have actively litigated the Actions since the *Barnwell* Action commenced on January 10, 2024. On July 17, 2025, the Parties participated in arm’s-length and informed negotiations with Mediator Steven Rottman, Esq. (“Mediator”), a respected mediator of complex wage and hour actions.¹¹

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⁸ Slinger Decl., ¶ 5; Moon Decl. ¶ 6.

⁹ *Id.*, ¶ 6.

¹⁰ *Id.*, ¶ 15.

¹¹ Settlement Agreement, § 8.

1 **III. SUMMARY OF THE SETTLEMENT TERMS**

2 Under the terms of the Settlement, Defendants will pay a Maximum Settlement Amount
3 of \$1,000,000.00 to resolve the Actions.¹² Subject to approval by the Court, the Net Settlement
4 Amount will be calculated by deducting the following amounts from the Maximum Settlement
5 Amount: (1) attorneys' fees in an amount not to exceed thirty-five percent (35%) of the
6 Maximum Settlement Amount (i.e., \$350,000.00 if the Maximum Settlement Amount remains
7 \$1,000,000.00) and litigation costs and expenses in an amount not to exceed \$65,000.00
8 ("Attorneys' Fees and Costs") to Class Counsel; (2) Settlement Administration Costs, which are
9 currently estimated not to exceed \$12,000.00 to the Settlement Administrator ("Settlement
10 Administration Costs"); (3) PAGA Penalty Amount of \$75,000.00 ("PAGA Penalty Amount");
11 and (4) payments in the amount of up to \$10,00.00 to each Plaintiff ("Enhancement
12 Payments").¹³ The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix"
13 or "Settlement Administrator") to handle the notice and settlement administration process.¹⁴

14 The Parties have agreed that the Settlement Administrator will determine each
15 Settlement Class Member's *pro rata* share of the available Net Settlement Amount ("Individual
16 Settlement Share"), in accordance with the Settlement Agreement on a *pro rata* per Workweek
17 basis, which will be adjusted after Final Approval to reflect the total Workweeks employed by
18 Settlement Class Members, exclusive of any workweeks that the employee did not work due to
19 vacation, leaves of absence or other reasons.¹⁵ The Parties have agreed that the Settlement
20 Administrator will determine each PAGA Member's *pro rata* share of the 25% share of the
21 PAGA Penalty Amount, in accordance with the Settlement Agreement on a *pro rata* per PAGA
22 Pay Period basis.¹⁶

23 The Parties agree, for purposes of this Settlement, that Individual Settlement Shares will
24 be allocated as twenty percent (20%) to wages subject to withholdings and eighty percent (80%)

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¹² *Id.*, § 10.v.

27 ¹³ *Id.*, §§ 15-18.

28 ¹⁴ *Id.*, § 10.ii.

¹⁵ *Id.*, § 19.

¹⁶ Settlement Agreement, § 20.

penalties, interest, and non-wage damages.¹⁷ The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, and issue checks to Settlement Class Members for their Individual Settlement Payments. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will not be subjected to withholdings.¹⁸ Defendants will provide the funds for any employer-side taxes related to the Individual Settlement Shares.¹⁹

Individual Settlement Payment and Individual PAGA Payment checks will be negotiable for one hundred eighty (180) calendar days from the date of their issuance, and thereafter, shall be canceled.²⁰ Thereafter, funds from uncashed Individual Settlement Payment and/or Individual PAGA Payment checks shall be transmitted to the California Controller's Unclaimed Property Fund in the name of each Settlement Class Member and/or PAGA Member to whom the checks were issued.²¹

Any Class Member may request to be excluded from the Class Settlement by mailing a Request for Exclusion postmarked on or before the date that is forty-five (45) calendar days from the date of the initial mailing of the Class Notice by the Settlement Administrator ("Response Deadline"), unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.²² In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.²³ PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.²⁴

Only Class Members who have not submitted a Request for Exclusion (i.e., Settlement Class Member) may object to the Class Settlement by submitting an Objection, to the Settlement

¹⁷ *Id.*, § 30.

¹⁸ *Ibid.*

¹⁹ *Id.*, §§ 10.v & 14.

²⁰ *Id.*, § 25.c.

²¹ *Ibid.*

²² *Id.*, § 10.kk.

²³ *Ibid.*

²⁴ Settlement Agreement, § 26.

1 Administrator prior to the Response Deadline or by presenting their objection orally at the Final
2 Approval hearing, regardless of whether they submitted a written objection.²⁵

3 In order to dispute the number of Workweeks and/or PAGA Pay Periods attributable to
4 an individual Class Member and/or PAGA Member, that Class Member and/or PAGA Member
5 must submit a written letter to the Settlement Administrator, and include copies of any
6 supporting evidence they may have.²⁶

7 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION**
8 **SETTLEMENTS**

9 The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.*
10 (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action
11 settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later
12 detailed review after the period during which notice is distributed to class members for their
13 comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002).
14 Preliminary approval of a settlement does not require a court to make a final determination that
15 the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final
16 approval stage. Cal. R. Ct. 3.769(g).

17 In considering a potential class settlement, a court need not reach any ultimate
18 conclusions on the issues of fact and law which underlie the merits of the dispute and need not
19 engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495
20 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San*
21 *Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required
22 for the trial court to grant provisional class certification and preliminary approval; the court may
23 grant such relief upon an informal application by the settling parties and may conduct any
24 necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

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28 ²⁵ *Id.*, § 27.

²⁶ *Id.*, § 10.pp.

V. **THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT**

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk*, 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including “the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Dunk*, 48 Cal.App.4th at 1801. “The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give “proper deference to the private consensual decision of the parties.” *Hanlon*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. “A presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

A. **The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery.**

Class Counsel have actively litigated the Actions since the *Barnwell* Action commenced on January 10, 2024 and the *Garcia* Action commenced on May 7, 2024. Both sides investigated the veracity, strength, and scope of the claims throughout the cases, and Class Counsel was actively preparing the matter for class certification and trial.²⁷

Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis

²⁷ Slinger Decl., ¶¶ 23 & 24; Moon Decl., ¶ 9.

of a volume of documents and data from Plaintiffs, Defendants, and other sources.²⁸ Lawyers for Justice, PC served multiple sets of formal written discovery requests onto Defendants (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), and reviewed Defendants’ responses thereto.²⁹ Additionally, Lawyers for Justice, PC noticed the depositions of Defendants’ Persons Most Knowledgeable.³⁰ The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs’ employment records, a detailed sampling of Plaintiffs’ employment records, a sampling of Class Members’ time and pay data, Defendants’ Employee Handbook, company policy acknowledgements, internal memoranda, job descriptions, Defendants’ operations and employment practices, forms, and policies, among other information and documents.³¹ Class Counsel had the opportunity to interview Plaintiffs to gather facts and to identify potential witnesses.³² In addition, Class Counsel have extensive experience in California wage-and-hour class actions.³³

The Parties engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Steven Rottman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.³⁴ Prior to and during the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, including the risks of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, arbitration agreements, regular rate, meal and rest periods, PAGA representative claims, and wage-and-hour enforcement; the evidence produced and analyzed; and the possibility of appeals.³⁵ During all settlement discussions, the Parties conducted their negotiations at arm’s

²⁸ Slinger Decl., ¶ 24.

²⁹ Ibid.

³⁰ Ibid.

³¹ Ibid.

³² Ibid.

³³ Slinger Decl., ¶ 17-21; Moon Decl., ¶¶ 17-28.

³⁴ Slinger Decl., ¶ 23.

³⁵ Slinger Decl., ¶ 23.

length in an adversarial position.³⁶ Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.³⁷ After conducting investigations, formal and informal discovery, and extensive settlement negotiations, the Parties have agreed that the matters are well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation.³⁸

B. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement represents a fair, adequate, and reasonable resolution of the matters.³⁹ The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the formal and informal exchange of information.⁴⁰ The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue.⁴¹ Moreover, considering all of the facts and circumstances of the lawsuits, the Settlement represents a fair, reasonable, and adequate recovery for the Class.⁴²

Assuming that the Attorneys' Fees and Costs, Enhancement Payments, PAGA Penalty Amount, and Settlement Administration Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be \$478,000.00.⁴³ Additionally, 25% of the PAGA Penalty Amount (i.e., PAGA Member Amount), which is \$18,750.00 out of \$75,000.00, will be distributed to the PAGA Members. The entire Net Settlement Amount will be fully paid out to the Settlement Class Member, in accordance with the Settlement Agreement.

The amount of each Settlement Class Member's Individual Settlement Share and each PAGA Member's Individual PAGA Payment will be calculated based on their Workweeks and/or PAGA Pay Periods during the Class Period and PAGA Period, respectively.⁴⁴ "An

³⁶ Ibid.

³⁷ Ibid.

³⁸ Ibid.

³⁹ *Id.*, ¶ 34.

⁴⁰ *Id.*, ¶ 24.

⁴¹ *Id.*, ¶ 26.

⁴² *Id.*, ¶ 34.

⁴³ *Id.*, ¶ 8.

⁴⁴ Settlement Agreement, §§ 18 & 19.b.

1 allocation formula need only have a reasonable, rational basis [to warrant approval], particularly
2 if recommended by experienced and competent class counsel.” *In re American Bank Note*
3 *Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here,
4 the allocation is reasonably related to the number of Workweeks and/or PAGA Pay Periods
5 actually employed for Defendants during the Class Period, exclusive of any workweeks that the
6 employee did not work due to vacation, leaves of absence or other reasons, identified by
7 Defendants, and should be approved.

8 In light of the foregoing considerations, Class Counsel believes that the Settlement as a
9 whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, PAGA
10 Members, and the State of California.⁴⁵ Although the recommendations of Class Counsel are
11 not conclusive, the Court can properly take the recommendations into account, particularly if
12 Class Counsel appear to be competent, and have experience with this type of litigation, and
13 investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court
14 should grant preliminary approval of the Settlement.

15 **C. The Settlement Is of Significant Value.**

16 Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties
17 conducted extensive formal and informal discovery and exchanged a volume of documents,
18 data, and information prior to mediation.⁴⁶ The information that Class Counsel obtained from
19 Plaintiffs, Defendants, and other sources allowed Class Counsel to develop valuation models in
20 order to evaluate the potential value and merit of the claims, and perform a complete evaluation
21 of Defendants’ defenses thereto.⁴⁷ As outlined in the Declaration of Ryan Slinger, Class
22 Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to
23 entering into the Settlement.⁴⁸

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27 ⁴⁵ Slinger Decl., ¶ 34.

28 ⁴⁶ *Id.*, ¶ 24.

⁴⁷ *Id.*, ¶ 27.

⁴⁸ *Id.*, ¶ 32.

VI. **CERTIFICATION OF THE CLASS IS APPROPRIATE**

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.⁴⁹ California Code of Civil Procedure Section 382 “authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court.” *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” *Id.*

A. **The Class Is Ascertainable and Sufficiently Numerous.**

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*.” *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. “A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 712 individuals, as of November 17, 2025, which is sufficiently numerous.⁵⁰ Further, all Class Members can and will be identified by Defendants to the Settlement Administrator through a review of Defendants’ employment records regarding hourly-paid or non-exempt employees of Defendants in California employed during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

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⁴⁹ Settlement Agreement, § 11.

⁵⁰ Slinger Decl., ¶ 14.

1 **B. The Share a Well-Defined Community of Interest.**

2 The community of interest requirement “embodies three factors: (1) predominant
3 common questions of law or fact; (2) Class Representative with claims or defenses typical of
4 the class; and (3) Class Representative who can adequately represent the class.” *Sav-On, supra*,
5 34 Cal.4th at 326. “[T]he community of interest requirement for certification *does not mandate*
6 *that class members have uniform or identical claims.*” *Capitol People First v. Dep’t of*
7 *Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts
8 focus on the Defendant’s internal policies and “pattern and practice . . . in order to assess whether
9 that common behavior toward similarly situated Plaintiff renders class certification
10 appropriate.” *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

11 Here, common issues of law and fact predominate as to each of the claims alleged and
12 asserted in the Actions. Based on the documents and information obtained through formal and
13 informal discovery and exchange of information in the cases, Plaintiffs contend that Class
14 Members performed similar job duties and were subject to uniform operations and employment
15 policies, practices, and procedures during the Class Period, including payroll and recordkeeping
16 practices.⁵¹ As a result, Plaintiffs claim that all of the Class Members were uniformly not paid
17 all compensation due to them from Defendants during the time period at issue. Plaintiffs
18 maintain that the outcome of this litigation would be determined by Defendants’ alleged uniform
19 operations and employment policies and procedures that applied across its hourly-paid or non-
20 exempt employees of Defendant in California employed during the Class Period.

21 As members of the Class who were subject to these same policies, practices, and
22 procedures, Plaintiffs’ claims are typical of the Class. Moreover, Plaintiffs have no interests
23 adverse to the Class. Plaintiffs have taken steps to initiate and maintain the *Barnwell* Action
24 and *Garcia* Action and to ensure that they come to a fair and reasonable resolution.⁵²
25 Importantly, Plaintiffs have retained law firms well-versed in wage and hour class actions, which
26 have at all times represented the best interests of Plaintiffs and the Class.⁵³

27 ⁵¹ Slinger Decl., ¶ 15.

28 ⁵² Slinger Decl., ¶ 16; Moon Decl., ¶¶ 12-16.

⁵³ Slinger Decl., ¶¶ 17-21; Moon Decl., ¶ 10.

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS' FEES AND COSTS

Collectively, Class Counsel has litigated the matters for over two (2) years and were actively preparing the matters for class certification and trial.⁵⁴ The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a volumes of documents and data⁵⁵ and also interviewed and obtained information from Plaintiffs and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendants' counsel regarding the pleadings and the production of documents and data prior to mediation.⁵⁶ Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.⁵⁷

Class Counsel are well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.⁵⁸

The Settlement establishes a Maximum Settlement Amount of \$1,000,000.00, and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$350,000.00 if the Maximum Settlement Amount remains \$1,000,000.00) and reimbursement of actual costs and expenses in an amount up to \$65,000.00.⁵⁹ The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, PAGA Members, and the State of California, and (6) the other

⁵⁴ Slinger Decl., ¶ 23.

⁵⁵ *Id.*, ¶ 24.

⁵⁶ *Ibid.*

⁵⁷ *Id.*, ¶ 23.

⁵⁸ Slinger Decl., ¶¶ 17-21; Moon Decl., ¶¶ 17-28.

⁵⁹ Settlement Agreement, § 15.

1 cases that Class Counsel had to turn down in order to devote its time and efforts to this matter.
2 The proposed Class Notice provides Class Members that an award of the Attorneys' Fees and
3 Costs will be sought, and the amount allocated toward the Attorneys' Fees and Costs by the
4 Settlement.⁶⁰

5 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
6 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*
7 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the
8 "experienced trial judge is the best judge of the value of professional services rendered in his
9 court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney
10 fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result
11 achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing
12 *Lealao*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a
13 recovery that can be "monetized" with a reasonable degree of certainty, the trial court should
14 "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace
15 in comparable litigation." *Id.* at 50.

16 The California Supreme Court has confirmed the propriety of calculating and awarding
17 attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered
18 for the benefit of others. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the
19 position that while "[t]rial courts have discretion to conduct a lodestar cross-check on a
20 percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other
21 means to evaluate the reasonableness of a requested percentage fee[.]" and "[t]he percentage of
22 fund method survives in California." *Id.* (internal quotation marks omitted).

23 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
24 depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin*
25 *Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45%
26 of the \$7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*
27 (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys'
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⁶⁰ Settlement Agreement, Exh. A.

1 fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around
2 one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower
3 court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class
4 actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case
5 No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior
6 Court Case No. BC263646 (Sept. 2006) (wage and hour).

7 Class Counsel have borne all of the risks and costs of litigation and will not receive any
8 compensation until recovery is obtained.⁶¹

9 Class Counsel will provide extensive evidence as to the time worked, litigation efforts,
10 and further argument at the time of filing Plaintiffs' Motion for Final Approval of the Settlement
11 and application for the Attorneys' Fees and Costs at the Final Approval Hearing. Considering
12 the work performed and the risks incurred, the attorneys' fees provided for by the Settlement
13 are well within the range of reasonableness for preliminary approval.

14 **VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE**

15 California statutory authority and case law vests the Court with broad discretion in
16 fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court*
17 (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of
18 the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir.
19 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173,
20 1177).

21 "Sufficient information about the case should be provided to enable class members to
22 make an informed decision about their participation." *Manual for Complex Litigation* § 21.311
23 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and
24 procedures to submit an objection to the Class Settlement, submit a Request for Exclusion from
25 the Class Settlement, and/or dispute regarding Workweeks and/or PAGA Pay Periods, and the
26 date and time set for the Final Approval Hearing.⁶² The proposed Class Notice summarizes the
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28 ⁶¹ Slinger Decl., ¶ 9; Moon Decl., ¶¶ 36-40.

⁶² Settlement Agreement, Exh. A.

proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.⁶³ The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.⁶⁴ The proposed Class Notice also apprises the Class Members and PAGA Members of, *inter alia*, how their Individual Settlement Share and if applicable, their Individual PAGA Payment is calculated and the number of Workweeks and/or PAGA Pay Periods credited to them.⁶⁵ The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39.

Thus, the proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Class Notice.

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR

The Parties have selected Phoenix Settlement Administrators as the Settlement Administrator. Within fourteen (14) calendar days of receipt of the Class List, the Settlement Administrator will perform an NCOA check and will mail the Class Notice to each Class Member and PAGA Member.⁶⁶ The Settlement Administrator will skip-trace returned Class Notice and re-mail the Class Notice to the new addresses within five (5) calendar days.⁶⁷ In the case of a re-mailed Class Notice, the Response Deadline the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.⁶⁸ The Settlement Administrator will receive and process Requests for Exclusion, Objections, and any challenges to Workweeks and/or PAGA Pay Periods.⁶⁹ In addition, the Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and

⁶³ Settlement Agreement, Exh. A.

⁶⁴ *Ibid*.

⁶⁵ *Ibid*.

⁶⁶ *Id.*, § 24.a.

⁶⁷ *Id.*, § 24.b.

⁶⁸ *Id.*, § 10.kk.

⁶⁹ *Id.*, §§ 24.c, 26, and 27.

remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.⁷⁰ The Settlement Administration Costs is currently estimated to be \$12,000.00 and will be paid out of the Maximum Settlement Amount, subject to approval by the Court.⁷¹ Accordingly, Plaintiffs respectfully request that the Court appoint Phoenix Settlement Administrators as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members and PAGA Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. ENHANCEMENT PAYMENTS

Plaintiffs respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Enhancement Payments in an amount up to \$10,000.00 to each Plaintiff, for a total of up to \$20,000.00.⁷² It is within the Court's discretion to award payment to a Class Representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make Enhancement Payments include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id.*

The Enhancement Payments are fair and appropriate. Plaintiffs spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.⁷³ Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.⁷⁴ Accordingly, it is

⁷⁰ Settlement Agreement, § 17.

⁷¹ *Id.*, § 17.

⁷² *Id.*, § 16.

⁷³ Slinger Decl., ¶ 16; Declaration of Daniel Barnwell in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Barnwell Decl."), ¶ 4; & Declaration of Patricio Garcia in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Garcia Decl."), ¶¶ 19-22.

⁷⁴ *Ibid.*

appropriate and just for Plaintiffs to receive \$10,000.00 each for their services on behalf of the Class, PAGA Members, and the State of California, in addition to their individual settlement payments.

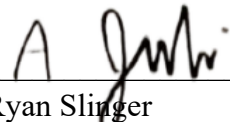
XI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC and Moon Law Group, PC as Class Counsel; appoint Plaintiffs Daniel Barnwell and Patricio Garcia as Class Representatives; appoint Phoenix Settlement Administrators as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Costs, Enhancement Payments, PAGA Penalty Amount, and Settlement Administration Costs; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately 5 months.

Dated: September 22, 2026

LAWYERS *for* JUSTICE, PC

By:



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