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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

FLORENTINO VALVERDE, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

KERN OIL & REFINING CO., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: BCV-25-101866

Assigned for All Purposes to:
Honorable Bernard C. Barmann
Division H

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); Declaration of Proposed Class
Representative (Florentino Valverde); and
[Proposed] Order filed concurrently herewith]

Hearing Date: November 10, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Division H

Complaint Filed: May 20, 2025
FAC Filed: November 12, 2025
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on November 10, 2026, at 8:30 a.m., or as soon as the
2 matter may be heard, before the Honorable Bernard C. Barmann in Division H of the Kern County
3 Superior Court located at 1215 Truxtun Ave, Bakersfield, California 93301, Plaintiff Florentino
4 Valverde (“Plaintiff”) will and hereby does move for an order:

5 • Granting Preliminary Approval of the class action settlement described herein and
6 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
7 “Settlement,” or “Agreement”) that was entered between Plaintiff and Defendant Kern Oil &
8 Refining Co. (“Defendant”), attached as **Exhibit 2** to the Declaration of Douglas Han, including,
9 and not limited to, the means of allocation and distribution of funds;

10 • Approving the Court Approved Notice of Class Action Settlement and Hearing Date
11 for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the Settlement Agreement;

12 • Directing the mailing of the Class Notice with a postage-paid return envelope to the
13 Class Members;

14 • Approving the proposed deadlines for the settlement administration process;

15 • Conditionally certifying the Class for settlement purposes only;

16 • Appointing Justice Law Corporation as Class Counsel;

17 • Approving ILYM Group, Inc. as the Administrator;

18 • Appointing Plaintiff as the class representative; and

19 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
20 Agreement, at which time the Court will also consider whether to grant Final Approval of the
21 requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
22 Representative Service Payment, Administration Expenses Payment, and approval of the allocation
23 of the Private Attorney General Act of 2004 (“PAGA”) Penalties.

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

6
7 Dated: September 28, 2026

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
10 *Attorneys for Plaintiff*

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement for all current and former hourly-paid or non-exempt employees of
4 Defendant (excluding Logan Crawford) within the State of California at any time during the period
5 from August 6, 2021, through the date of preliminary approval (“Class,” “Class Members,” and
6 “Class Period”). At the time of mediation (June 9, 2026), the number of Class Members was
7 estimated to be two hundred nine (209), which was confirmed by Defendant. (Declaration of
8 Douglas Han in Support of Motion for Preliminary Approval of Class Action Settlement (“Han
9 Decl.”), ¶¶ 8, 9.)

10 **II. BACKGROUND**

11 On May 20, 2025, then-plaintiff Logan Crawford filed a wage-and-hour class action lawsuit
12 in the Superior Court of California, County of Kern, alleging eight (8) causes of action. (Han Decl.,
13 *supra*, at ¶ 10.)

14 On November 12, 2025, a First Amended Complaint was filed that replaced then-plaintiff
15 Logan Crawford with Plaintiff as the named plaintiff. (Han Decl., *supra*, at ¶ 11.)

16 After engaging in discovery, investigations, and negotiation, on June 9, 2026, the Parties
17 attended mediation with the mediator Tripper Ortman but were unable to negotiate a settlement at
18 the time. (Han Decl., *supra*, at ¶ 12.) After continuing negotiations with the mediator’s assistance,
19 the Parties negotiated a settlement. (*Ibid.*)

20 On June 19, 2026, Plaintiff provided written notice to the California Labor and Workforce
21 Development Agency and Defendant. (Han Decl., *supra*, at ¶ 13; Exhibit 3.)

22 Plaintiff then filed a Second Amended Complaint that: (1) adjusted the “class” definition;
23 and (2) add a cause of action for violation of Labor Code section 2698 (PAGA).

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1 **III. INVESTIGATION/ LITIGATION HISTORY**

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

3 After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 16.)
4 The Parties drafted and propounded formal discovery requests, responded to the formal discovery
5 requests, and engaged in motions practice. (*Ibid.*) The Parties met and conferred and agreed to
6 engage in the informal exchange of information and attended mediation. (*Ibid.*)

7 Defendant produced documents relating to its policies, practices, and procedures. (Han
8 Decl., *supra*, at ¶ 17.) As part of Defendant's production, Class Counsel reviewed time records, pay
9 records, and information relating to the size and scope of the Class. (*Ibid.*) Putative class members
10 were also located and interviewed to attain a better understanding of the extent and frequency of
11 the alleged day-to-day violations. (*Ibid.*)

12 Based on the information provided by Defendant and interviews with putative class
13 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees
14 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
15 failed to include non-discretionary bonuses in employees' regular rate of pay; (4) failed to
16 reimburse employees for necessary business expenses; (5) issued noncompliant wage statements;
17 and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 19-26.)

18 **b. The Parties Were Able to Reach an Agreement**

19 **i. The Parties Attended Mediation Which Led to the Settlement**

20 The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 27.)
21 While the Parties were unable to negotiate a settlement at the time, continuing negotiations with the
22 mediator's assistance eventually resulted in a tentative settlement, the terms of which were
23 memorialized in the Settlement Agreement. (*Id.* at ¶ 27; Exhibits 2, 4.)

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

25 The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl.,
26 *supra*, at ¶ 30.) Though cordial and professional, the settlement negotiations have always been
27 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted
28 extensive arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

1 Plaintiff and Class Counsel recognize the expense and length of additional proceedings
2 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
3 31.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation,
4 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
5 foregoing, Plaintiff and Class Counsel believe that the Settlement Agreement is a fair, adequate,
6 and reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

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

8 The Parties investigated and evaluated the strengths and weaknesses of the claims and
9 defenses before reaching the Settlement Agreement and engaged in research and discovery to
10 support the Settlement Agreement. (Han Decl., *supra*, at ¶ 32.) The Settlement Agreement was only
11 possible following an investigation and evaluation of the relevant policies and practices, permitting
12 Class Counsel to engage in an analysis of liability and potential damages. (*Ibid.*) This case has
13 reached the stage where the Parties understand “the strength of the case; the reasonableness of the
14 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
15 sufficient to support the reasonableness, adequacy, and fairness of the Settlement Agreement. (Han
16 Decl., *supra*, at ¶ 32; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

17 **c. Terms of the Settlement**

18 **i. Deductions from the Settlement**

19 The Parties agreed that (subject to the Court’s approval) this matter be settled and
20 compromised for the non-reversionary sum of \$1,200,000 (“Gross Settlement Amount”) which
21 includes: (1) Class Counsel Fees Payment up to \$420,000 (35% of the Gross Settlement Amount);
22 (2) Class Counsel Litigation Expenses Payment up to \$35,000; (3) Class Representative Service
23 Payment up to \$10,000; (4) Administration Expenses Payment up to \$10,000; and (5) PAGA
24 Penalties up to \$100,000. (Han Decl., *supra*, at ¶ 28.)

25 **ii. Calculating Settlement Payments**

26 After all the Court-approved deductions from the Gross Settlement Amount, it is estimated
27 that \$625,000 (“Net Settlement Amount”) will be paid to the Participating Class Members – with a
28 gross *average* Individual Class Payment estimated at \$2,990.43. (Han Decl., *supra*, at ¶ 29.)

1 The Participating Class Members will receive a proportionate share of the Net Settlement
2 Amount as their Individual Class Payments using the formula set forth in the Settlement Agreement.
3 (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(e).) The Individual Class Payments will be
4 allocated ten percent (10%) to the settlement of wage claims and ninety percent (90%) to the
5 settlement of claims for interests and penalties. (*Ibid.*)

6 The portion of the PAGA Penalties that are to be paid to each Aggrieved Employee as their
7 Individual PAGA Payments shall be determined using the formula set forth in the Settlement
8 Agreement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(d).) The Individual PAGA
9 Payments will be allocated as one hundred percent (100%) penalties. (*Ibid.*)

10 **iii. Notice to the Class**

11 No later than twenty-one (21) calendar days after the Court grants Preliminary Approval,
12 Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 27; Exhibit 2,
13 *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the
14 Administrator will send the Class Notice to all the Class Members identified in the Class Data via
15 first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

16 **iv. Distribution of Funds**

17 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
18 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at §§ D(2), D(3).)
19 The uncashed settlement checks will be canceled and transmitted to the California Controller's
20 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

21 **v. Release of Claims**

22 Effective on the date when Defendant funds the Gross Settlement Amount and funds all
23 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and
24 all the Participating Class Members fully, finally, and forever release, compromise, and discharge
25 the Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*,
26 at § E(2).)

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1 Effective on the date when Defendant funds the Gross Settlement Amount and funds all
2 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, all
3 the Participating and Non-Participating Class Members, who are Aggrieved Employees, and the
4 State of California fully, finally, and forever release, compromise, and discharge the Released
5 Parties from the Released PAGA Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(3).)

6 Effective on the date when Defendant funds the Gross Settlement Amount and funds all
7 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff fully,
8 finally, and forever releases, compromises, and discharges the Released Parties from the Plaintiff's
9 Release. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(1).) Plaintiff expressly waives and
10 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

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

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

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

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

1 **IV. ARGUMENT**

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

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

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

10 . . .

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

15 Courts have discretion to approve settlements that are fair, not collusive, and consider ““all
16 the normal perils of litigation as well as the additional uncertainties inherent in complex class
17 actions.”” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179-180, cert. den.
18 *sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

19 **b. The Settlement Is a Reasonable Compromise of Claims**

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

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

10
11 **i. The Settlement Amount of \$1,200,000 Is Fair and Reasonable**

12 The Settlement Agreement was only possible following an investigation and evaluation of
13 the relevant policies and procedures, as well as the data produced, as referenced in Section III above,
14 permitting Class Counsel to engage in an analysis of liability and potential damages. (Han Decl.,
15 *supra*, at ¶ 32.)

16 The claims are predicated on the alleged: (1) unpaid wages for off-the-clock work, including
17 unpaid wages for donning and doffing; (2) unpaid minimum wages, regular wages, overtime wages,
18 and double time wages; (3) underpaid wages due to rounding and due to issues with the regular rate
19 of pay; (4) noncompliant meal and rest breaks and unpaid meal and rest break premiums; (5)
20 improper wage statements; (6) untimely payment of wages; (7) unreimbursed business expenses;
21 (8) improperly paid sick leave; (9) violation of PAGA; and (10) violation of Business & Professions
22 Code section 17200. (Han Decl., *supra*, at ¶ 33.) Defendant vehemently denies the theories of
23 liability. (*Id.* at ¶ 34.)

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1 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
2 to certification are always present. (Han Decl., *supra*, at ¶ 35.) As the California Supreme Court
3 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
4 always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
5 *Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.³
6 (*Ibid.*) Thus, the calculations for potential damages were discounted.

7 **ii. The PAGA Penalties of \$100,000 Are Reasonable**

8 The provisions of the Labor Code potentially triggering the PAGA penalties include Labor
9 Code sections 201, 202, 203, 204, 218.5, 226(a), 226.3, 226.7, 246(l), 510, 512(a), 558, 1174(d),
10 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 44.) Defendant
11 asserted that, regardless of the results of the underlying causes of action, the PAGA penalties are
12 not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained that it had a
13 strong argument that it would be unjust to award the maximum PAGA penalties given the state of
14 the law regarding the PAGA penalties. (Han Decl., *supra*, at ¶ 44; *Thurman v. Bayshore Transit*
15 *Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) When
16 limited to the initial violation, the PAGA penalties could be limited to about **\$13,300** (133
17 employees x \$100 penalty for initial violation) on the low end and around **\$106,400** (133 employees
18 x \$100 penalty for initial violation x 8 theories of recovery) on the high end. (Han Decl., *supra*, at
19 ¶¶ 45-47.)

20 Plaintiff recognized that the risk that any PAGA award could be reduced. (Han Decl., *supra*,
21 at ¶ 48.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*)
22 Allocating \$100,000 to the PAGA penalties was reasonable given that Defendant is also paying an
23 additional \$1,100,000 in the class settlement. (*Ibid.*) When the PAGA penalties are negotiated in
24

25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification of
26 class claiming misclassification and ordering summary adjudication in favor of employees], review
27 granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for illustrative
28 purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming
decertification of class claiming misclassification]; *Aguilar 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].)

good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

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

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, could be about **\$7,385,771.05** on the low end and around **\$7,940,986.87** on the high end. (Han Decl., *supra*, at ¶ 49.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$885,878.81	70%	60%	\$106,305.46
Meal Break Premiums	\$3,447,768.72	60%	60%	\$551,643
Overtime/Minimum Wage: Off-the-Clock Work	\$1,110,431.64 to \$1,665,647.46	60%	50%	\$222,086.33 to \$333,129.49
Regular Rate	\$836,117.08	30%	50%	\$292,640.98
Unreimbursed Business Expenses	\$213,180	20%	70%	\$51,163.20
Wage Statement Penalty	\$312,550	50%	50%	\$78,137.50
Waiting Time Penalty	\$579,844.80	50%	50%	\$144,961.20
MAXIMUM TOTAL EXPOSURE	\$7,385,771.05 to \$7,940,986.87⁵			\$1,446,937.67 to \$1,557,980.83⁶

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

⁵ (Han Decl., *supra*, at ¶¶ 36-43.)

⁶ (*Id.* at ¶¶ 50-56.)

1 The realistic recovery for this case could be about **\$1,446,937.67** on the low end and
2 **\$1,557,980.83** on the high end. (Han Decl., *supra*, at ¶ 57.) The Gross Settlement Amount is about
3 fifteen percent (15.11%) of the maximum potential exposure and around seventy-seven percent
4 (77.02%) of the maximum realistic exposure at trial, which is a reasonable settlement. (*Ibid.*)

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

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

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

22 The Class is ascertainable and numerous as to make it impracticable to join all the Class
23 Members, and there are common questions of law and fact that predominate over any questions
24 affecting the individual Class Member. (Han Decl., *supra*, at ¶ 58.) Plaintiff contends that Plaintiff’s
25 claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately
26 protect the interests of the Class Members. (*Ibid.*) Plaintiff asserts that the prosecution of separate
27 actions by the individual Class Members would create the risk of inconsistent or varying
28 adjudications. (*Ibid.*)

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 by
5 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 two hundred nine (209) Class Members, meaning that the
10 Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 59; *Ghazaryan v. Diva Limousine, Ltd.*
11 (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and
12 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).) The courts focus on the defendant’s internal policies and “pattern and practice . . . in
21 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.

23 **1. Common Issues Predominate**

24 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory of
25 recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v. Department*
26 *of Developmental Services*, *supra*, 155 Cal.App.4th at p. 690.) In other words, courts determine
27 whether the elements necessary to establish liability are susceptible to common proof, even if the
28 class members must individually prove their damages. (*Brinker Restaurant Corp. v. Superior Court*

(2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.* (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court certified class of dancers on state law claims].)

Plaintiff asserts that common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 60.) Plaintiff contends that all the Class Members were subject to the same or similar employment practices, policies, and procedures described above. (*Ibid.*)

2. Plaintiff's Claims Are Typical of the Class Claims

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.)

Plaintiff is a former employee of Defendant and alleges that Plaintiff and the Class Members were employed by the same company and injured by the common policies and practices related to the claims described above. (Han Decl., *supra*, at ¶ 61.) Plaintiff seeks relief for these claims and derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

3. Plaintiff Is Adequate to Represent the Class

Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 62.) Plaintiff conducted himself diligently and responsibly in representing the Class Members, understands the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Furthermore, Plaintiff has no interest adverse to the interests of the other Class Members. (*Ibid.*)

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

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

10 **e. The Settlement Is Fair, Reasonable, and Adequate**

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

19 **f. Notice to the Class Complies with Rules of Court, Rule 3.769(f)**

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

21 If the court has certified the action as a class action, notice of the final approval
22 hearing must be given to class members in the manner specified by the court. The
23 notice must contain an explanation of the proposed settlement and procedures for
24 class members to follow in filing written objections to it and in arranging to appear
25 at the settlement hearing and state any objections to the proposed settlement.
26
27
28

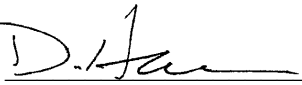
1 The Class Notice meets all these requirements. The Class Notice advises the Class Members
2 of their right to participate in the Settlement, how and when to object to or request exclusion from
3 the Settlement, and date, time, and location of the Final Approval Hearing.

4 **V. CONCLUSION**

5 Plaintiff submits the Settlement is in the best interests of the Class. Under the applicable
6 class action criteria and guidelines, the Settlement should be preliminarily approved, Class should
7 be conditionally certified for settlement purposes, and Class Notice should be approved.

8
9 Dated: September 28, 2026

JUSTICE LAW CORPORATION

10 By: 
11 Douglas Han
12 *Attorneys for Plaintiff*

**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, CA 91103 and my electronic service address is nalonsoesteban@justicelawcorp.com

On September 28, 2026, 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: **Valverde v. Kern Oil and Refining Co.**
LWDA/Court Case No.: **LWDA Case No.: 1185433-26**
Court Case No.: BCV-25-101866
Kern Couty Superior Court of California

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

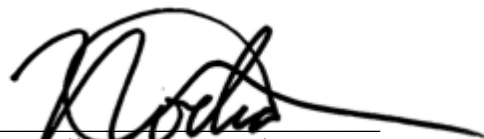
[X] BY ELECTRONIC SUBMISSION

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 September 28, 2026, at Pasadena, California.


Noelia Alonso Esteban