John G. Yslas (SBN 187324)
John.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Mohamed Bholat (SBN 361439)
mohamed.bholat@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JENNIFER MILLER, individually, and on behalf of all others similarly situated, Plaintiff, vs. THERAPEUTIC LIVING CENTERS FOR THE BLIND, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants.	Case No. 23STCV31752 Related Case No. 24VECV02377 *Assigned for all purposes to:* *Hon. Samantha Jessner* *Dept. 7* **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** PRELIMINARY APPROVAL HEARING Date: August 5, 2026 Time: 10:00 a.m. Dept.: 7

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 5, 2026, at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 7 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, CA 90012, plaintiff Jennifer Miller ("Plaintiff") will and hereby does move this Court for an Order:

1. Granting preliminary approval of the proposed Class Action and PAGA Settlement Agreement ("Settlement");
2. Conditionally certifying the proposed Class for settlement purposes only;
3. Appointing Plaintiff as the Class Representative;
4. Appointing Wilshire Law Firm, PLC as Class Counsel;
5. Appointing ILYM Group, Inc. as the Settlement Administrator; and
6. Setting a final approval hearing date.

Pursuant to California Rules of Court, Rule 3.769(d) and (e), this Motion is made on the grounds that the proposed Settlement satisfies all criteria for preliminary approval and falls well within the range of reasonableness. The Settlement was reached through informed, arm's length bargaining between experienced attorneys with the assistance of an experienced neutral, and Plaintiff and Plaintiff's Counsel will fairly and adequately represent the Class.

This Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Jeffrey C. Bils, the Declaration of Jennifer Miller, the Declaration of ILYM Group, Inc., the Declaration of Bonnie Schlacte, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

Respectfully submitted,

Dated: April 10, 2026

WILSHIRE LAW FIRM, PLC

By: Lisa Iturriaga
Lisa B. Iturriaga
Attorneys for Plaintiff

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiff seeks preliminary approval of a class action settlement of wage and hour claims, including representative claims brought under the Private Attorneys' General Act of 2004 ("PAGA"), against defendant Therapeutic Living Centers for The Blind, Inc. ("Defendant"). The proposed Class is defined all persons who worked for Defendant in California as an hourly-paid or non-exempt employee ("Class Members") at any time during the Class Period of July 3, 2019 through December 31, 2025 ("Class Period"). The main terms of the Settlement are as follows:

1. A Gross Settlement Amount of $230,000.00, which will be distributed to approximately 576 Class Members on a pro rata basis according to the total workweeks worked by each Class Member during the Class Period;
2. Attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (currently $76,666.66) and up to $51,000.00 in reimbursement of litigation costs to Plaintiffs' Counsel;
3. Class representative service payment of up to $7,500.00 to Plaintiff;
4. Costs of settlement administration of up to $8,750.00; and
5. Allocation of $11,500.00 to PAGA penalties, seventy-five percent (75%) of which ($8,625.00) will be paid to the Labor and Workforce Development Agency ("LWDA"), and twenty-five percent (25%) of which ($2,875.00) all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period of October 29, 2022, through December 31, 2025 ("Aggrieved Employees").

The Settlement meets all criteria for preliminary approval and falls within the range of reasonableness given the risks and expenses of further litigation. The Settlement was reached through informed, arm's length bargaining between experienced attorneys with the assistance of an experienced neutral. As such, Plaintiff requests that the Court grant preliminary approval of the Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiff as the

Class Representative, appoint Plaintiff's Counsel as Class Counsel, appoint ILYM Group, Inc. ("ILYM") as the Settlement Administrator, authorize the Settlement Administrator to administer notice of the Settlement to the Class, and set a final approval hearing date.

II. PROCEDURAL HISTORY

December 28, 2023, Plaintiff filed this action as a putative class action against Defendant alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested employment records; and (9) unfair business practices. Declaration of Jeffrey C. Bils in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Bils Decl.") at ¶ 3.

On January 2, 2024, Plaintiff provided written notice to the LWDA and Defendant of her intention to file a PAGA claim. Bils Decl. at ¶ 4, Exhibit 1. The LWDA did not notify Plaintiff that it intended to investigate within 65 days of this written notice. *Id*. Therefore, on May 20, 2024, Plaintiff filed a separate action alleging a claim under PAGA, Case No. 24VECV02377 (the "PAGA Action"). *Id.* From around October 2024 through December 2025, the Parties engaged in formal discovery, including but not limited to, written discovery and depositions. Bils Decl. at ¶ 5.

The Parties subsequently participated in a private all-day mediation with mediator Daniel J. Turner, Esq. on August 22, 2024. *Id.* at ¶ 5. The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their clients. *Id.* Although the Parties were unable to settle on the date of mediation, they continued post-mediation settlement discussions. *Id*. Throughout this process, Defendant asserted that its status as a non-profit entity receiving government funding rendered it impossible for Defendant to allocate funds for a settlement, including because of legal restrictions on how its funds may be used. *Id*. Defendant's Counsel represented that even if Plaintiff's Counsel succeeded in prevailing at trial and obtaining a judgment, the restricted nature of the funding would prevent Plaintiff's Counsel from enforcing the judgment to collect any significant recovery on behalf of the Class. *Id*. Plaintiff's Counsel independently evaluated this risk. *Id*. Plaintiff's Counsel thoroughly evaluated these contentions over the course of months, reviewing documents and financial information, and engaging in the services of a financial expert. *Id*. Ultimately, in light of all of the financial realities, and after careful review by Plaintiff's Counsel to ensure fairness to Plaintiff and the putative class and Aggrieved Employees, the Parties were able to reach an agreement on general settlement terms on or around January 2026. *Id.* The parties negotiated the terms of the Settlement and finalized it in March 2026. *Id.* at ¶ 6, Exhibit 2 ("Settlement Agreement"). On April 10, 2026, Plaintiff submitted a copy of the Settlement Agreement to the LWDA. *Id.* at ¶ 7, Exhibit 4.

III. SUMMARY OF THE SETTLEMENT TERMS

A. Terms of the Proposed Settlement

The parties have agreed to settle the claims alleged in this case and the related PAGA Action for a Gross Settlement Amount of $230,000.00. Settlement Agreement at § 3.1. Subject to Court approval, the following payments will be deducted from the Gross Settlement Amount: (1) class representative service payment of up to $7,500.00 to Plaintiff; (2) attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (currently $76,666.66) and reimbursement of litigation costs of up to $51,000.00 to Plaintiff's Counsel; (3) costs of settlement administration of up to $8,750.00 to ILYM; (4) individual class payments to Class Members; and (5) PAGA penalties in the amount of $11,500.00, which will be allocated 75% to the LWDA ($8,625.00) and 25% to Aggrieved Employees ($2,875.00). *Id.* at § 3.2.1-3.2.5. After all requested deductions are made, the remaining Net Settlement Amount is currently estimated to be $74,583.34.

Individual class payments will be calculated based on the number of workweeks worked by each Class Member during the Class Period. *Id*. at § 3.2.4. For tax purposes, the individual class payments will be allocated 20% to wages and 80% to penalties, interest, and reimbursement of expenses. *Id*. at § 3.2.4.1. Defendant will separately pay any and all employer payroll taxes owed on the wage positions of the individual class payments separate from the Gross Settlement Amount. *Id*. at 3.1.

Individual PAGA payments to Aggrieved employees will be calculated based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period. *Id*. at § 3.2.5.1. For tax purposes, the individual PAGA payments will be allocated 100% to penalties. *Id*.

Any deductions not approved by the Court will be retained by the Settlement Administrator in the Net Settlement Amount. *Id.* at § 3.2. Funds from any uncashed checks will be transmitted by the Settlement Administrator to California Controller's Unclaimed Property Fund. *Id.* at § 4.4.3. None of the Gross Settlement Amount will revert to Defendant. *Id*. at § 3.1.

B. Proposed Settlement Administration

The parties' proposed Class Notice complies with the requirements of California Rules of Court, Rule 3.766(d). *See* Exhibit A to Settlement Agreement. It provides information regarding the nature of this lawsuit, a summary of the settlement terms, the formula used for calculating individual class and PAGA payments and instructions to dispute the calculations, instructions on how to opt-out of or object to the Settlement, the date, time, and location of the final approval hearing, and the amounts sought for the class representative service payment, attorneys' fees and litigation costs, and settlement administration costs. *See generally, id*. The Class Notice also notifies Class Members that they do not need to submit a claim in order to participate in the Settlement and receive a payment. *See id*. The Settlement Administrator will mail Class Members the Class Notice by first-class mail in English and in Spanish. Settlement Agreement at § 7.4.2.

If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail the Class Notice within 5 calendar days to the forwarding address provided by the U.S. Postal Service. *Id*. at § 7.4.3. If no forwarding address is provided, the Settlement Administrator will conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. *Id.* The deadline to opt-out of the Settlement or to submit an objection or dispute will be extended by 14 days for all Class Members whose Class Notice was remailed. *Id*. at §7.4.4.

C. Proposed Release

All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged based on the facts alleged in Plaintiff's Class Action Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period. Settlement Agreement at § 5.2.

All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in Plaintiff's Representative PAGA Complaint and in Plaintiff's January 2, 2024, PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); and (12) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period. *Id.* at § 5.3. Only Plaintiff will agree to a general release and a waiver of Civil Code § 1542. *Id*. at § 5.1, 5.1.1.

IV. THE PROPOSED SETTLEMENT AGREEMENT MEETS ALL CRITERIA FOR PRELIMINARY APPROVAL

A. Provisional Certification of the Class is Appropriate

Class certification is appropriate when there is: (1) an ascertainable and sufficiently numerous class; (2) a well-defined community of interest among class members; and (3) substantial benefits from certification that render proceeding as a class superior to the alternatives. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1021 (2012). Although courts still need to review and consider each element for certification, a lesser standard can be used to provisionally certify a settlement class. *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th 836, 859 (2003).

1. The Proposed Class is Numerous and Ascertainable

"Ascertainability" is determined by examining the class definition and the size of the class, and may also involve examining the means available to identify class members. *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-981, 985-986 (2019). As the settlement eliminates the need for trial, "the case management issues inherent in the ascertainable class determination need not be confronted." *Global Minerals*, 113 Cal.App.4th at 859. Further, under California law, there is no minimum number of class members for maintenance of a class action. *Hendershot v. Ready to Roll Transp., Inc.*, 228 Cal.App.4th 1213, 1222 (2014). Class sizes as small as 10 have been permitted. *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981), disapproved on other grounds by *Noel*, 7 Cal.5th at 986.

The Class here consists of all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period from July 3, 2019 through December 31, 2025. *See* Settlement Agreement at §§ 1.5, 1.13. The Class is also readily ascertainable from Defendant's business records, because all Class Members are or were employees of Defendant. Defendant's records show there are approximately 576 Class Members, making joinder of all Class Members impracticable. Bils Decl. at ¶ 9.

2. A Well-Defined Community of Interest Exists

The community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. *Brinker*, 53 Cal.4th at 1021.

a. *Common Questions Predominate*

In determining whether common issues "predominate," courts consider both plaintiff's legal theories and defendant's affirmative defenses. *Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal.4th 1, 28-29 (2014). The "predominate common questions" factor does not require that all class members have identical claims. *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal.4th 522, 530 (2014). Rather, the focus is on whether issues shared by the class members are sufficiently uniform to permit class-wide assessment, and whether individual variations in proof on those issues are manageable. *Id.*

Plaintiff has alleged that Defendant maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. Bils Decl. at ¶ 10. These allegations present common factual and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendant's conduct was intention, and whether Class Members are entitled to damages and/or penalties. *Id*. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendant's designated representative(s), and Class Members' testimony. *Id*. Therefore, the Court can and should exercise its discretion to grant conditional class certification for settlement purposes.

b. *Plaintiff is Typical of the Class*

Typicality does not require that the representative plaintiff's claims and those of the class members be identical or perfectly aligned. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 228 (2001), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th 260, 269-280 (2018). Typicality does not require that a plaintiff's claims be identical to those of other class members, only that their claims and the defenses applicable to them are sufficiently similar to those of other class members that a named plaintiff is able to adequately represent the class and focus on common issues. *Medrazo v. Honda of North Hollywood*, 166 Cal.App.4th 89, 99 (2008).

Plaintiff has alleged that she and Class Members were employed by the same Defendant and injured by Defendant's common wage and hour policies and practices, including Defendant's scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies. *See* Bils Decl. at ¶ 10. Through formal and informal discovery, including the production of thousands of documents by Defendant, Plaintiff confirmed that these challenged policies and practices applied to Plaintiff as well as Class Members. *See id.* at ¶ 8. Therefore, Plaintiff's claims and Class Members' claims arise from the same challenged employment policies and practices and are based on the same legal theories.

c. *<u>Plaintiff and Plaintiff's Counsel Will Adequately Represent the Class</u>*

Certification requires adequacy of both the proposed class representative and of the proposed class counsel. Cal. Code Civ. Proc. § 382. "Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status." *Richmond v. Dart Industries*, 29 Cal.3d 462, 470 (1981). Only conflicts that are "irreconcilable" can defeat adequacy. *Nat'l Solar Equip. Owners' Ass'n v. Grumman Corp.*, 235 Cal.App.3d 1273, 1286 (1991). The proposed representative Plaintiff and proposed Class Counsel present no such conflict.

Plaintiff's interests are coextensive with Class Members' interests. *see generally* Declaration of Jennifer Miller in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Miller Decl."). Plaintiff has demonstrated an ability to advocate for the interests of Class Members by initiating this lawsuit, gathering documents and information, assisting her attorneys in preparation for class certification, being available on the day of mediation to answer questions, meeting with her attorneys to understand the claims and theories of liability at issue, assisting her attorneys in preparation for mediation, communicating with her attorneys for regular updates, and reviewing the proposed Settlement. *Id.*

Likewise, Wilshire Law Firm, PLC has expended considerable time and effort on this case and will continue to do so through final approval. *See generally*, Bils Decl. Therefore, Plaintiff should be appointed Class Representative, and her counsel should be appointed Class Counsel.

3. A Class Action is Superior to a Multitude of Individual Lawsuits

Courts have held that class treatment of wage and hour claims is clearly "superior to the other available methods for the fair and efficient adjudication of the controversy." *Dean Witter Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 772-773 (1989). This is so because "[p]ublic policy has long favored the 'full and prompt payment of wages due an employee.'" *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, a class action is superior to a multitude of individual lawsuits. Given the size and amount of each Class Members' claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweighs any potential recovery. Bils Decl. at ¶ 9. Therefore, a class action is the superior method for seeking relief.

B. The Settlement Meets the Standards for Preliminary Approval

The moving party must demonstrate that "the settlement is fair, adequate and reasonable." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 126 (2008). "In determining whether a class settlement is fair, adequate, and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' 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 views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Wershba*, 91 Cal.App.4th at 244-245 (internal quotations and citations omitted).

1. The Settlement is Entitled to a Presumption of Fairness

A settlement is entitled to "a presumption of fairness . . . 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." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). The Settlement here satisfies the first three factors. Plaintiff will analyze the fourth factor at final approval after Class Members have been notified of the Settlement and provided with an opportunity to object.

a. <u>The Settlement is the Result of Arm's Length Negotiation</u>

Courts have recognized that the involvement of a respected mediator provides a high degree of assurance that the settlement is the result of arm's length bargaining. *See Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 52-53 (2008). The Settlement in this matter was the product of a full-day mediation session with a respected mediator and continued settlement discussions after extensive informal and formal discovery. Bils Decl. at ¶ 5. The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their clients. *Id.*

b. <u>Sufficient Investigation and Discovery Have Been Conducted</u>

Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims, applicable law, and potential defenses. *Id.* at ¶ 8. Plaintiff's Counsel assessed the value to the class claims using the documents and data Defendant produced in informal discovery, including thousands of documents such as class data providing the number of Class Members, the number of workweeks in the Class Period, and the number of pay periods in the PAGA Period, Plaintiff's personnel file, employment handbook and policies, job descriptions, and time and payroll records. *Id*. Plaintiff's Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim meriting reductions in the likely success at class certification and likely recovery at trial. *Id*. Although the Parties were unable to settle at mediation, Plaintiff's Counsel continued to investigate the claims and pursued responses to Plaintiff's written discovery requests from Defendant (which included further document production), deposed three (3) witnesses identified by Defendant as persons most qualified under California Code of Civil Procedure section 2025.230, including the deposition of Defendant's executive director. *Id*. Plaintiff's Counsel also engaged an expert to analyze Defendant's financials using Defendant's financial records, which contributed to helping Plaintiff's counsel determine whether it was appropriate to discount the potential exposure and assessed risks based on

Defendant's financial standing and status as a non-profit entity subject to restrictions on how it may spend its funds. *Id.* at ¶ 8.

c. Plaintiff's Counsel is Experienced in Similar Litigation

Plaintiff is represented by Wilshire Law Firm, PLC. *Id.* at ¶ 18. Plaintiff's Counsel have extensive experience litigating wage and hour class actions on behalf of employees. *See id.* at ¶¶ 19-31. Plaintiff's Counsel have been involved as counsel in numerous class actions that have resulted in millions of dollars in recovery. *See id.*

2. The Settlement is Reasonable Given the Strengths of Plaintiff's Claims and the Risks and Expense of Further Litigation

A settlement does not have to provide 100% of the damages sought to be considered fair and reasonable. *See Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1991). Although the exposure Plaintiff's Counsel calculated is substantial, various significant risks affected the valuation of the claims for settlement purposes, including risks regarding the status of Defendant's financial standing, as detailed in the sworn declaration of Defendant's executive director setting forth the legally binding funding restrictions at issue. Bils Decl. at ¶ 11. These all influenced Plaintiff's Counsel's assessment of the likelihood of succeeding at class certification and through trial. *Id*. While the exposure analysis below includes risk discounts (based on, but not limited to, the claims, applicable laws, potential defenses, likelihood of succeeding at class certification and trial, cost of further litigation, etc.), it also includes additional discounts after Plaintiff's Counsel considered Defendant's financial standing and its status as a non-profit organization subject to tightly restricted public funding sources. *Id*.

Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage claims were based on the allegation that Defendant required Class Members to perform work-related duties and/or tasks before clocking in, in lieu of meal periods and/or rest breaks, and after clocking out. Bils Decl. at ¶ 12. Based on Plaintiff's estimate that she worked a total of 1 hour off-the-clock each week, Plaintiff's Counsel assumed each Class Member worked 1-hour off-the-clock per week in calculating potential exposure to be approximately $1,233,495.00 for these claims. *Id*. However, it could be argued that any off-the-clock time was undocumented and unknown to Defendant, if any, and that Plaintiff was paid all of the hours reported on her timecard. *Id*. Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendant's time and payroll records, the risk of succeeding at class certification was substantial. *Id*. Further, Plaintiff's Counsel must take very seriously the prospect that the restricted nature of Defendant's funding sources may preclude enforcing a judgment against Defendant to obtain a significant financial recovery for the Class, assuming Plaintiff's Counsel prevails at trial and obtains a judgment. *Id*. Accordingly, Plaintiff's Counsel applied a 96% discount based on the risk of succeeding at class certification and succeeding at trial on the merits, and based on Defendant's financial status, yielding a realistic estimate of approximately $49,339.80 ($1,233,495.00 x 96%). *Id.*

<u>Meal Periods</u>: Plaintiff's meal period claims were based on the allegations that Defendant failed to maintain a policy and practice of providing meal periods and/or paying meal period premiums when its time records showed Class Members' meal periods were late, short, or missed. Bils Decl. at ¶ 13. Plaintiff's Counsel found a violation rate of approximately 93.2% in Defendant's time and payroll records and calculated potential exposure on this claim to be approximately $2,989,005.08. *Id*. However, it could be argued that Class Members signed meal period waivers and/or on-duty meal period agreements. *Id*. Further, Plaintiff's Counsel must take very seriously the prospect that the restricted nature of Defendant's funding sources may preclude enforcing a judgment against Defendant to obtain a significant financial recovery for the Class, assuming Plaintiff's Counsel prevails at trial and obtains a judgment. *Id*. Accordingly, Plaintiff's Counsel applied a 98% discount based on the risk of succeeding at class certification and succeeding at trial on the merits, and based on Defendant's financial status, yielding a realistic estimate of approximately $59,780.10 ($2,989,005.08 x 98%). *Id.*

<u>Rest Breaks</u>: Plaintiff's rest break claims were based on the allegations that Defendant failed to maintain a policy and/or practice of providing rest breaks and/or paying rest break premiums when Class Members' rest breaks were late, short, or missed. Bils Decl. at ¶ 14. Plaintiff also alleges that Defendant unlawfully required Class Members to remain on premises during breaks. *Id*. Plaintiff's Counsel applied a 100% violation rate to all shifts over 3.5 hours and

calculated a potential exposure of $3,207,087.00 for this claim. *Id*. However, it could be argued that a 100% violation rate is unrealistic and that Defendant's in order to comply with applicable regulations, it is bound to require employees to work during their rest breaks so that clients receive sufficient uninterrupted supervision and care. *Id*. Further, Plaintiff's Counsel must take very seriously the prospect that the restricted nature of Defendant's funding sources may preclude enforcing a judgment against Defendant to obtain a significant financial recovery for the Class, assuming Plaintiff's Counsel prevails at trial and obtains a judgment. *Id*. For these reasons, and also because this claim would have relied exclusively on Class Member testimony, Plaintiff's Counsel applied a 98% discount based on the risk of succeeding at class certification and succeeding at trial on the merits, and based on Defendant's financial status, yielding a realistic estimate of approximately $64,141.74 ($3,207,087.00 x 98%). *Id.*

<u>Reimbursements</u>: Plaintiff's reimbursement claim was based on the allegation that Defendant required Class Members to use their personal cell phones for work-related purposes. Bils Decl. at ¶ 15. Based on Plaintiff's estimate that they incurred approximately $40 in unreimbursed expenses per month, Plaintiff's Counsel assumed each Class Member incurred $40 in unreimbursed expenses per month in calculating potential exposure to be approximately $456,80.00 for this claim. *Id.* However, it could be argued that Defendant reimbursed some business expenses since it implemented a stipend for a portion of the relevant time period. *Id.* Further, Plaintiff's Counsel must take very seriously the prospect that the restricted nature of Defendant's funding sources may preclude enforcing a judgment against Defendant to obtain a significant financial recovery for the Class, assuming Plaintiff's Counsel prevails at trial and obtains a judgment. *Id*. Accordingly, Plaintiff's Counsel applied a 99% discount based on the risk of succeeding at class certification and succeeding at trial on the merits, and based on Defendant's financial status, yielding a realistic estimate of approximately $4,568.50 ($456,850.00 x 99%). *Id.*

<u>Derivative Penalties</u>: Plaintiff alleged that as a result of Defendant's alleged failure to pay all wages and meal and rest period premiums owed, Defendant owed waiting time penalties and wage statement penalties. Bils Decl. at ¶ 16. However, it could be argued that Defendant had good faith defenses that made the imposition of these penalties unwarranted. *Id*. Moreover, Plaintiff

could not recover these penalties if she failed to prove the underlying claims. *Id*. Although Plaintiff's Counsel calculated that potential exposure for the waiting time penalty claim was approximately $1,238,760.00 and approximately $456,850.00 for the wage statement penalty claim, Plaintiff's Counsel could not attribute a high value to these claims, and so, Plaintiff's Counsel applied a 98% discount for each claim based on the risk of succeeding at class certification and succeeding at trial on the merits, and based on Defendant's financial status, yielding a realistic estimate of approximately $24,775.20 ($1,238,760.00 x 98%) for the waiting time penalty claim and $23,600.00 ($1,180,000.00 x 98%) for the wage statement penalty claim. *Id.*

PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's potential exposure could potentially reach $581,500.00, assuming the initial $100 penalty would apply for each of the 5,815 pay periods in the PAGA Period. Bils Decl. at ¶ 17. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. *Id.* Therefore, the settlement allocates $11,500.00 of the Gross Settlement Amount to PAGA. *Id.*

C. The Requested Service Payment is Reasonable

Plaintiff seeks class representative service payment of up to $7,500.00 to Plaintiff for accepting the responsibilities of representing the interests of the Class and potential costs that were not borne by any other Class Member. Settlement Agreement at § 3.2.1. A named plaintiff is eligible for payment that reasonably compensates her for undertaking and fulfilling a fiduciary duty to represent absent class members. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380, 1393 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004).

Throughout this case, Plaintiff assisted counsel in gathering evidence necessary to prosecute the claims, maintained regular contact with counsel, was available on the day of mediation to answer questions, assisted her attorneys' prepare for mediation, and reviewed the Settlement to ensure it was fair to the Class. *see generally* Miller Decl. No action would likely have been taken by Class Members individually and no compensation would have been recovered for them, but for Plaintiff's services on behalf of the Class. By actively pursuing this action, Plaintiff furthered the California public policy goal of enforcing the State's wage and hour laws. *See Sav-On*, 34 Cal.4th at 340. The requested class representative service payment is reasonable and should be preliminarily approved. Plaintiff will provide additional information as requested or required by the Court at final approval.

D. The Requested Attorneys' Fees and Costs Are Reasonable

The purpose of an attorneys' fee award in class action litigation is to reward counsel who invested in a case despite the risk of non-payment and achieved a substantial positive result for the class. California courts routinely award attorneys' fees equaling one-third or more of the potential value of the common fund. *See Chavez*, 162 Cal.App.4th at 66, fn. 11 ("Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.").

Plaintiff seeks appointment of Wilshire Law Firm, PLC as Class Counsel. The attorneys performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment. Bils Decl. at ¶ 18. Plaintiff's Counsel seeks preliminary approval for $76,666.66 in attorneys' fees, which is up to one-third (1/3) of the Gross Settlement Amount, and up to $51,000.00 in reimbursement of litigation costs. Given the work performed in this matter, the extensive information exchange, and the substantial recovery obtained on behalf of the Class, Plaintiff's Counsel achieved a settlement through efficient and diligent work. *See generally*, Bils Decl. At final approval, Plaintiff's Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs.

///

///

///

///

///

///

///

///

V. CONCLUSION

The Parties have negotiated a fair and reasonable settlement of the class claims in light of the risks presented in this case. Plaintiff has presented the materials and information necessary to demonstrate that the requirements for preliminary approval have been met, and therefore respectfully requests that the Court preliminarily approve the Settlement and schedule a date for the final approval hearing.

Respectfully submitted,

Dated: April 10, 2026

WILSHIRE LAW FIRM, PLC

By: Lisa Iturriaga

Lisa B. Iturriaga
Attorneys for Plaintiff