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on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JOSHUA J. LOPEZ., an individual, on behalf
of himself and others similarly situated,

Plaintiff,

vs.

VEOLIA NORTH AMERICA, LLC, a
Delaware limited liability company; VEOLIA
WATER NORTH AMERICA OPERATING
SERVICES, LLC, a Delaware limited
liability company; VEOLIA WATER
NORTH AMERICA-WEST, LLC, a
Delaware limited liability company; VEOLIA
WATER CONTRACT SERVICES, LLC, a
Delaware limited liability company; VEOLIA
WATER NORTH AMERICA OPERATING
SERVICES, LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. C24-00068

CLASS ACTION

Assigned for all purposes to:
Hon. Edward G. Weil

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date:
Time:
Dept.:

Class Complaint filed: January 9, 2024
First Amended Complaint: March 14, 2024
Second Amended Complaint: July 16, 2025
Trial Date: Not set

1 **TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR**
2 **RESPECTIVE COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE THAT** on _____, at _____ in
4 Department _ of the Contra Costa County Superior Court, located at 725 Court Street, Martinez,
5 CA, 94553, Plaintiff Joshua J. Lopez (“Plaintiff”) will move for an order to:

- 6 1. Conditionally certify, for settlement purposes only, a Class consisting of “all
7 non-exempt, hourly employees who worked for Defendants in California at the
8 Settling Locations (defined below) during the Class Period (i.e., the period from
9 January 9, 2020, through April 30, 2025).”
- 10 2. Preliminarily appoint Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch
11 J. Kim, Marta Manus, and the other attorneys of D.Law, Inc. as Class Counsel;
- 12 3. Preliminarily appoint Plaintiff Joshua J. Lopez as the Class Representative;
- 13 4. Order preliminary approval of the proposed Class Action and PAGA Settlement
14 Agreement (“Settlement”) on a class-wide basis, direct that the Class Notice to
15 be mailed to the Class, and set a hearing for final review of the proposed
16 Settlement;
- 17 5. Preliminarily appoint Apex Class Action Administrators as the Administrator to
18 handle the Court Approved Notice of Class Action Settlement and Hearing Date
19 for Final Court Approval (“Class Notice”) and claims administration procedures
20 as set forth in the Settlement; and
- 21 6. Approve the PAGA Penalties portion of the Settlement.

22 The Motion will be based on this Notice of Motion, the Memorandum of Points and
23 Authorities, the Declaration of Plaintiff’s Counsel and exhibits thereto, Declaration of Plaintiff
24 and exhibit thereto, and on such oral and documentary evidence as may be presented at the
25 hearing of the Motion.

1 Dated: November 18, 2025

D.LAW, INC.,

2
3 By:  _____

4 Enoch J. Kim, Esq.
5 Marta Manus, Esq.
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Joshua J. Lopez, on behalf of himself and others similarly situated, (“Plaintiff”)
4 seeks preliminary approval of the proposed Class Action and PAGA Settlement (“Settlement” or
5 “Settlement Agreement”) entered with Defendants Veolia North America, LLC, Veolia Water
6 West Operating Services, Inc., Veolia Water North America-West, LLC, Veolia Water Contract
7 Services USA, LLC, and Veolia Water North America Operating Services, LLC (“Defendants”)
8 (Plaintiff and Defendants are collectively herein referred to as the “Parties”).

9 Plaintiff respectfully requests that this Court conditionally certify the below-defined class
10 for settlement purposes only, under Code of Civil Procedure section 382; appoint Class Counsel¹
11 and Plaintiff as the Class Representative; preliminarily approve the proposed Settlement,
12 including the Private Attorney General Act of 2004 (“PAGA”) portion of the Settlement, which
13 allocates \$75,000.00 to penalties pursuant to the PAGA; direct that the Class Notice be
14 disseminated to the Class; and schedule a hearing for Final Approval of the Settlement and
15 request for Attorneys’ Fees and Costs, and the Class Representative Enhancement Award

16 The Settlement provides for a non-reversionary settlement of \$1,305,000.00 for
17 approximately 330 Class Members in compromise of disputed claims for unpaid wages and
18 penalties. This Court should grant this Motion for the following reasons: (1) the Class meets the
19 requirements for conditional class certification for settlement purposes only under of Code of
20 Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all
21 indicia for fairness, reasonableness, and adequacy; (3) Plaintiff is well-suited to serve as
22 adequate Class Representative; (4) Plaintiff’s attorneys are experienced and highly-qualified to
23 serve as Class Counsel; (5) the proposed Class Notice procedures fully comport with due process
24 and adequately apprise Class Members of their rights; (6) a final fairness hearing must be
25 scheduled to allow Class Members an opportunity to be heard regarding the Settlement and to
26 give it finality; and (7) the benefit provided by the proposed PAGA settlement is substantial and
27

28 ¹ All capitalized words are defined in the Settlement Agreement (Exhibit 1 to the Declaration of Marta Manus, (“Manus Decl.”), filed herewith), and those definitions are incorporated by reference herein.

falls within the range of reasonableness.

Accordingly, for the reasons detailed below, Plaintiff respectfully requests that the Court grant this Motion in its entirety and preliminarily approve the Settlement.

II. RELEVANT BACKGROUND

A. Procedural History

On January 9, 2024, Plaintiff Joshua J. Lopez commenced the Action by filing a complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of Labor Code §226(a); (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor Code §203; (9) Failure to Pay for On-call Time Under Labor Code §§ 204, 510, 1194; (10) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (11) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; and (12) Violation of Business & Professions Code §17200 *et seq.* (Manus Decl., ¶ 2.)

On January 9, 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1004014-24). On March 14, 2024, after the 65-day statutory period passed, Plaintiff filed his First Amended Complaint, which added claims for penalties under PAGA, Labor Code § 2698. On July 16, 2025, Plaintiff filed his Second Amended Complaint (the “Operative Complaint”), which added additional Defendants. (*Id.* at ¶ 3.)

Plaintiff contends, via the Operative Complaint, that Defendants violated California’s wage and hour laws by failing to pay all wages due including all minimum wages, overtime wages, failing to provide all meal periods and rest periods, failing to maintain records; failing to provide accurate itemized wage statements, failing to timely pay final wages due during and upon separation of employment, and thereby also violating California Business & Professions Code sections 17200, *et seq.*, and incurring penalties under PAGA. (*Id.* at ¶ 4.)

B. Mediation

On February 19, 2025, the Parties participated in an all-day mediation presided over by Lonnie Giamela, Esq., a respected mediator of wage and hour representative and class actions.

1 The Parties were able to agree to settle the Actions based upon a mediator's proposal. The
2 Parties, recognizing the burdens and risks of continuing with the litigation, entered into the
3 Settlement Agreement to resolve all claims in the Operative Complaint. (Manus Decl., ¶ 5.)

4 Defendants will pay the Gross Settlement Amount of \$1,305,000.00, exclusive of the
5 employer's portion of payroll taxes and fees (i.e. Defendants will pay the employer-side payroll
6 taxes on the wages portion separately from the Gross Settlement Amount). It shall be an opt-out
7 class, there is no claim form requirement, and no residual will revert to Defendants. The Gross
8 Settlement Amount represents approximately 52% of the total realistic exposure, which
9 demonstrates that the settlement is fair and reasonable. The estimated Net Settlement Amount of
10 \$746,500 represents approximately 30% of the overall value, further supporting the
11 reasonableness of the Settlement. Thus, the Settlement represents a fair and reasonable recovery
12 for the claims in the Operative Complaint. (*Id.* at ¶¶ 6, 32.)

13 ***C. Settlement Agreement and Accompanying Documents***

14 The Settlement Agreement is attached to the Declaration of Marta Manus as **Exhibit 1**
15 with the Class Notice is attached thereto as Exhibit A. The Settlement proposes the following
16 Class: All non-exempt, hourly employees who worked for Defendants in California at the
17 Settling Locations (defined as the seventeen (17) municipal water sites located in Arvin, CA,
18 Burlingame, CA, Ontario, CA (2), Discovery Bay, CA, East Palo Alto, CA, Fillmore, CA,
19 Hollister, CA, Lathrop, CA, Palm Springs, CA, Richmond, CA, Rio Vista, CA, Santa Paula, CA,
20 Banning, CA, Burbank, CA, Jurupa Valley, CA, and El Segundo, CA) during the Class Period
21 (defined as January 9, 2020, through April 30, 2025.) (*Id.* at ¶ 13, Ex. 1, pp. 3, 7.)

22 There is total of approximately 29,000 Workweeks worked by Class Members during the
23 Class Period, resulting in a recovery of an estimated \$25.74 per Workweek (estimated NSA of
24 \$746,500 divided by 29,000). Each Class Member will receive an average Individual Settlement
25 Award of approximately \$2,262.12 (estimated NSA of \$746,500 divided by 330 Class
26 Members), with the highest estimated Individual Settlement Award of approximately \$7,129.98
27 (total weeks in the Class Period (277) multiplied by \$25.74). (Manus Decl., ¶ 7.)

28 Additional proposed disbursements from the GSA are as follows:

Class Counsel Fees	\$435,000 (1/3 of the Gross Settlement Amount)
Class Counsel costs for actual expenses incurred	Up to \$30,000
Administration Costs	Estimated to be up to \$8,500
Class Representative Enhancement Award	\$10,000 to Plaintiff Joshua J. Lopez
PAGA Penalties	\$75,000 (\$56,250 to LWDA; \$18,750 to Aggrieved Employees)

(*Id.*)

The Parties have agreed on Apex Class Action Administrators (“Apex” or “Administrator”) as the Administrator and respectfully request that this Court appoint Apex to handle the claims administration procedures, including the Class Notice procedure, including posting relevant case-related settlement documents, including the judgment on Apex’s website. (Manus Decl., ¶ 8; **Exhibit 2** to the Manus Decl. [Declaration of Kimberly Sutherland of Apex, ¶ 6.].)

D. The Class Notice Provides Adequate Notice to Class Members

To be deemed proper, a notice must provide the Class Members with sufficient information to make an informed decision as to whether to accept or object to the settlement. *Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314. The notice must apprise the Class Members of the pendency of the action, reasonably convey information regarding the settlement and the Class Members’ rights, entitlements, and obligations, and afford Class Members the opportunity to present their objections. *Id.*

The proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the settlement. It will notify all Class Members of the terms of the settlement, of its effect on their rights, of their options as Class Members (i.e., participate, object, opt-out, and dispute Workweeks and PAGA Pay Periods), and procedures for exercising those options. (Manus Decl. ¶ 34; *see* Class Notice, Exhibit A to Exhibit 1 thereto).

The standard for determining the adequacy of notice is whether it has “a reasonable chance of reaching a substantial percentage of the class members.” *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. Here, the Class Notice will be sent via First-Class U.S. mail to

1 each Class Member at their addresses from Defendants’ records. (Manus Decl., ¶ 34; Ex. 1, p.
2 17.) If any Class Notices are returned undeliverable without a forwarding address, the
3 Administrator will use the national change of address database and perform a skip trace to locate
4 the Class Member and mail a new Class Notice to the updated address. (*Id.*) The Parties have
5 confirmed that Class Notice will be translated into Spanish in addition to English. (Manus Decl.,
6 ¶ 34.)

7 The Class Notice should be approved as the best and most practicable way to ensure the
8 greatest possible number of Class Members will receive notice. Plaintiff respectfully requests
9 that this Court approve the Class Notice to be disseminated to the Class consistent with the
10 manner and timing as set forth in this Memorandum and the Parties’ Settlement Agreement.
11 (Manus Decl., ¶ 36.)

12 **III. CONDITIONAL CERTIFICATION OF THE CLASS**

13 The proposed Settlement seeks conditional certification of a Class. The certification of
14 the Class is essential to the Settlement. California public policy favors the use of the class action
15 device. (*Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 469.) California Code of Civil
16 Procedure section 382 authorizes class suits in California when “the questions is one of the
17 common or general interest, of many persons, or when the parties are numerous, and it is
18 impracticable to bring them all before the courts, one or more may sue or defend for the benefit
19 of all.” To obtain certification, a party must establish the existence of both an ascertainable class
20 and a well-defined community of interest among class members. (*Linder v. Thrifty Oil Co.*
21 (2000) 23 Cal. 4th 429, 435.) The “community of interest” requirement depends on three factors:
22 (1) whether common issues of law or fact predominate; (2) whether the Class Representative has
23 claims that are typical of the class; and (3) whether the Class Representative will adequately
24 represent the class. (*Richmond, supra*, 29 Cal.3d at p. 470.)

25 Because the policy of favoring use of class actions is so strong, any doubts as to the
26 appropriateness of class treatment must be resolved in favor of certification, subject to later
27 modification. (*Richmond, supra*, 29 Cal.3d at pp. 473-475.) Except in extraordinary
28 circumstances, which are not present here, the trial court does not weigh the merits of the claims

1 in ruling on a motion for class certification. (*Linder, supra*, 23 Cal.4th at p. 443.)

2 Courts should apply a lesser standard of scrutiny when reviewing certification of a class
3 for settlement than when determining the propriety of class certification for litigation. (*Dunk v.*
4 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, n.19.) This reduced standard reflects the fact
5 that a class settlement foregoes further litigation and thus does not require that Plaintiff prove
6 that the class-wide prosecution of the case would be manageable at trial. (*Ibid.*)

7 ***A. The Proposed Class is Ascertainable and Numerous.***

8 For a class to exist, the class description must be sufficiently definite so that it is
9 administratively feasible for the court to determine whether a particular individual is a member
10 of the proposed class by reference to objective criteria. (*Clothesrigger, Inc. V. GTE Corp.* (1987)
11 191 Cal.App.3d 605, 617.) Further, the class must contain enough members that joinder of all
12 individuals is impractical. (Code Civ. Proc. § 382; see, e.g., *Hebbard v. Colgrove* (1972) 28
13 Cal.App.3d 1017, 1030 [class of 28 members held sufficient to maintain a class action].)

14 Here, the Class definition is sufficiently specific to enable potential Class Members and
15 the Court to identify the Class Members, all of whom have indeed been identified by
16 Defendants' employment and payroll records. There are approximately 330 Class Members,
17 which is sufficient to satisfy numerosity requirements. (Manus Decl., ¶ 13, Ex. 1, p. 12.)

18 ***B. Common Issues of Law or Fact Predominate***

19 In assessing whether common issues predominate over individual issues, it is not
20 necessary that the class members' claims, or their circumstances be identical. Rather, the test of
21 predominance is whether the common issues would be "the principal issues in any individual
22 action, both in terms of time to be expended in their proof and of their importance, [so] that if a
23 class suit were not permitted, a multiplicity of legal actions dealing with identical basic issues
24 would be required in order to permit recovery by each [absent class member]." (*Vasquez v.*
25 *Superior Court* (1971) 4 Cal.3d 800, 810; see, e.g., *Los Angeles Fire & Police Protective League*
26 *v. City of Los Angeles* (1972) 23 Cal.App.3d 67, 74 [in an overtime action, the fact that there
27 were 19 different subgroups of employees did not preclude finding that common issues
28 predominated].)

Common questions of law and fact predominate here, as the main issues involve the legality of Defendant's employment policies regarding Plaintiff's claims for Defendants' alleged failure to pay all wages due including all minimum wages, overtime wages, reporting time wages; failure to provide all meal periods and rest periods, failure to provide one day's rest from seven; failure to reimburse all work-related expenses; failure to maintain records; failing to provide accurate itemized wage statements; failure to timely pay final wages due during and upon separation of employment, and violation of California Business & Professions Code sections 17200, *et seq.* Whether each Class Member might be required to ultimately justify an individual claim does not preclude maintenance of a class action. (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

Plaintiff asserts that these are all policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims on a class wide basis consists largely of Defendants' policies, payroll records, time records and itemized wage statements given to Defendant's non-exempt employees. (Manus Decl., ¶ 14.)

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

Typicality means that the class representative's claims are similar to those of the class members. The interests of a class representative need not be identical to those of other class members; a class representative must simply be similarly situated. (*B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Here, the proposed Class Representative worked for Defendant as a non-exempt employee under Defendants' uniform employment policies applicable to all non-exempt employees during the Class Period. Plaintiff was subject to the same employment policies and practices as other Class Members. Accordingly, Plaintiff's claims are typical of those of other Class Members. Manus Decl., ¶¶ 14-15.)

D. Adequacy of Representation

The requirement that a plaintiff adequately represent the class is met by fulfilling two conditions: (1) the named plaintiff must be represented by counsel qualified to conduct the

1 pending litigation; and (2) there are no disabling conflicts of interest between the class
2 representative and the class. (*McGhee v. Bank of America* (1976) 60 Cal. App. 3d 442, 450.)

3 Here, the firm representing the Plaintiff has a great deal of experience in wage and hour
4 class action litigation and has been approved as Class Counsel in numerous other wage and hour
5 class actions. (Manus Decl., ¶¶ 37-46.)

6 The Class Representative has agreed to act as such and understand his responsibilities.
7 (Declaration of Joshua J. Lopez (“Lopez Decl.”), ¶¶ 5-6, filed herewith.) The Class
8 Representative has no claims or other interests that are antagonistic to the Class. (Manus Decl., ¶
9 15.)

10 **IV. PRELIMINARY APPROVAL OF SETTLEMENT**

11 Any settlement of class litigation must be reviewed and approved by the court. (*Luckey v.*
12 *Superior Court* (2014) 228 Cal.App.4th 81, 93.) When a class action is provisionally settled prior
13 to class certification, certification and settlement approval occur simultaneously. (*Ibid.*)

14 This is done in two steps: (1) a preliminary review by the trial court; and (2) a final
15 review after notice has been distributed to the class members for their comment or objections.
16 (Cal. Rules of Court, rule 3.769.) First, a party to the settlement moves for “preliminary approval
17 of the settlement.” (*Id.* at subd. (c).) The court then approves or denies “certification of a
18 provisional settlement class.” (*Id.* at subd. (d).) If preliminary approval is granted, the court sets a
19 final approval hearing and provides for notice to be given to the class. (*Id.* at subd. (e).)

20 At the final approval hearing, “the court must conduct an inquiry into the fairness of the
21 proposed settlement.” (*Id.* at subd. (g).) The court enters judgment thereon if it finds the
22 settlement agreement to be fair. (*Id.* at subd. (h).)

23 In determining whether to preliminarily approve a settlement, the court should consider
24 “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further
25 litigation, the risk of maintaining class action status through trial, the amount offered in
26 settlement, the extent of discovery completed and the stage of the proceedings, the experience
27 and views of counsel, the presence of a governmental participant, and the reaction of the class
28 members to the proposed settlement.” (*Ibid.*) The court must also take into consideration “the

1 most important factor [which] is the strength of the case for the Plaintiff on the merits, balanced
2 against the amount offered in settlement.” (*Kullar v. Footlocker Retail Inc.* (2008) 168
3 Cal.App.4th 116, 118)

4 The Settlement for each participating Class Member is fair, reasonable, and adequate
5 given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. (Manus
6 Decl., ¶¶ 20-21.) The Settlement represents a fair and reasonable value of all claims. (*Id.* at ¶¶
7 22-33.) There is no claim form required so all Class Members will be paid unless they opt out,
8 and there is no reversion to Defendants. (*Id.* at ¶ 6.)

9 Finally, the only governmental involvement in this case is the existence of a PAGA
10 claim, and Plaintiff has notified the LWDA of this Settlement. (*Id.* at ¶ 49.)

11 ***A. The Presumption of Fairness***

12 “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-
13 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
14 act intelligently; (3) counsel is experienced in similar litigation.” (*Dunk, supra*, 48 Cal.App.4th at
15 1801.) Courts presume the absence of fraud or collusion in the negotiation of a settlement unless
16 evidence to the contrary is offered. In other words, there is a presumption that the negotiations
17 were conducted in good faith. (*Id.* at 1802.)

18 Here, the Settlement was reached through arm’s-length negotiation with an experienced,
19 highly regarded neutral mediator, Lonnie Giamela, Esq. Before advance of mediation, Class
20 Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action.
21 Plaintiff’s counsel provided Defendants’ counsel with a comprehensive listing of informal
22 discovery items required to constructively mediate. Defendants provided a Class List document
23 and an agreed upon 25% sampling of timekeeping and payroll documents. Prior to mediation,
24 Plaintiff therefore obtained and analyzed the production of payroll data for Class Members and
25 the necessary policy documents through informal discovery to properly evaluate the strengths
26 and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff hired an
27 expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and
28 an exposure analysis for the mediation (Manus Decl., **Exhibit 4** [Declaration of Jarrett Gorlick of

Berger Consulting Group]). The Parties agreed on the proposed Settlement after the mediation, which involved extensive negotiations conducted through the mediator. (Manus Decl., ¶¶ 5, 17.)

The Settlement here provides pro rata distribution to Class Members based upon their number of Workweeks worked during the Class Period. Accordingly, the Settlement treats the Class Members equitably, and the proposed distribution plan supports preliminary approval. (Manus Decl., ¶ 7, Ex. 1, p. 5.)

Based on that experience, the information produced by Defendants, and the expert's calculations, Class Counsel was able to negotiate a substantial recovery for the Class Members.

B. Reasonable Based on Objective Evidence

The Settlement that has been reached, subject to this Court's approval, is the product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. Such investigation included the exchange of information and documents through extensive informal discovery. Among other things, Class Counsel reviewed all relevant policy documents, interviewed numerous Class Members, and obtained all pay and time data for approximately 25% of the Class. The Parties' investigation also included preparing for and attending a full day of mediation with an experienced mediator. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of himself, the Class, and the other allegedly Aggrieved Employees. (Manus Decl., ¶ 17.)

Based on the documents and information provided by Defendants and their own independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues. (Manus Decl., ¶ 20.)

The Settlement amount is, of course, a compromise figure. Plaintiff considered the risks

1 that the Class would not be certified, the risks related to proof of Plaintiff's claims, and the
2 strengths and weaknesses of Defendants' other defenses. Plaintiff also considered the possibility
3 that if a settlement were reached after additional years of litigation, the great expenses and
4 attorneys' fees of litigation would reduce the amount of funds available to Class Members for
5 settlement. Furthermore, Plaintiff took into consideration the time delay and financial
6 repercussions of liability trials, numerous damages trials, and the possibility of an appeal by
7 Defendants. (Manus Decl., ¶ 21.)

8 For the Class claims, the Parties in this matter have agreed to the amount of \$1,305,000,²
9 exclusive of the employer's portion of payroll taxes and fees, on a class-wide basis, with no
10 claim form requirement and no residual to revert to the Defendants. (Manus Decl., ¶ 6.) Based on
11 Plaintiff's expert's analysis for mediation, this case had a reasonable value of approximately
12 \$1,888,033.80 for the underlying Labor Code claims. After considering the sharply disputed
13 factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the
14 substantial benefits to be received under the compromise and settlement of the action, Class
15 Counsel are of the opinion that settlement is in the best interests of the Class and is fair and
16 reasonable. Accordingly, the Gross Settlement Amount of \$1,305,000 represents approximately
17 82% of the maximum potential value of the underlying Labor Code claims (valued at
18 \$1,888,033.80) and approximately 52% of the overall value including PAGA penalties (total
19 case value of \$2,490,873.80 (\$1,888,033.80 + \$602,840), which is an exceptional result. The
20 estimated Net Settlement Amount of \$746,500 represents approximately 30% of the overall
21 value of \$2,490,873.80, further supporting the reasonableness of the Settlement. (Manus Decl.,
22 ¶¶ 6, 32-33.)

23 ***C. Limited Standing to Object to Proposed Settlement***

24 Non-settling parties or third parties sometimes attempt to object to settlements, but the
25 right of non-settling parties to object even at the final settlement approval hearing, let alone the
26

27 ² \$75,000 of the \$1,305,000 Gross Settlement Amount is apportioned to the PAGA civil
28 penalties claim. (Manus Decl., ¶ 7.)

preliminary approval hearing, is quite limited. Generally, only class members have standing to object to a proposed settlement. “Beginning from the unassailable premise that settlements are to be encouraged, it follows that to routinely allow non-Class Members to inject their concerns via objection at the settlement stage would tend to frustrate this goal.” (*Gould v. Alleco, Inc.* (4th Cir. 1989) 883 F.2d 281, 284.) Accordingly, any non-parties are not allowed to object to this proposed Settlement.

V. THE PAGA PORTION IS FAIR AND REASONABLE

The settlement of a PAGA claim requires court approval. (Labor Code § 2699, subd. (l)(2) [“The superior court shall review and approve any settlement of any civil action pursuant to this part”].) However, a PAGA claim is not considered a class action but a law enforcement action, and, accordingly, the settlement thereof does not have to meet the requirements of a class action. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-988 [affirming lower court’s holding that “plaintiff need not satisfy class action requirements” to assert a PAGA claim]; *Gutilla v. Aerotek, Inc.* (E.D. Cal. Mar. 22, 2017) No. 115CV00191DADBAM, 2017 WL 2729864, at *3; *Pedroza v. PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15.) A court reviewing a PAGA settlement need only “ensur[e] that a negotiated resolution is fair to those affected.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

Here, the Parties allocate \$75,000 for resolution of Plaintiff’s PAGA claims. Of this amount, 25%, or \$18,750, will be distributed to Aggrieved Employees. (Manus Decl., ¶ 30, Ex. 1, p. 6.)

Released PAGA Claims is limited to those claims that occurred during the PAGA Period (defined as the period from January 9, 2023, through April 30, 2025) based on the facts alleged in the Plaintiff’s PAGA Notice. (Manus Decl., Ex. 1, p. 6.) The amount of PAGA Penalties allocated here provides a comparable, and at times, larger allocation to the LWDA than those approved in other settlements. (See, e.g., *Viceral v. Mistras Grp. Inc.* (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8 [approving an allocation of \$20,000 of a \$6,000,000 settlement to the PAGA civil penalties]; *In re Uber FCRA Litig.* (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL 2806698, at *2 [approving an allocation of \$7,500 of a

1 \$7,500,000 settlement to the PAGA civil penalties].)

2 The proposed PAGA Penalties portion of the Settlement is both just and in the public's
3 interest. The Parties believe and agree that the settlement provides for a fair, adequate, and
4 reasonable resolution of the representative PAGA claim in the Operative Complaint. The Parties
5 also believe that the proposed Settlement is to the advantage of the State of California and the
6 Aggrieved Employees when considering the time and expense necessary to complete protracted
7 litigation which, regardless of the verdict, would undoubtedly be subject to further significant
8 delay and expense pending possible appeals. Moreover, the Settlement provides a substantial
9 sum to the State. It also provides a proportional sum to each Aggrieved Employee on a pro-rata
10 basis based on the number of PAGA Pay Periods they worked during the PAGA Period. (Manus
11 Decl., ¶ 31, Ex. 1, p. 5.) Furthermore, public policy strongly favors the settlement of litigation.
12 (*Consumer Advoc. Grp., Inc. v. Kintetsu Enterprises of Am.* (2006) 141 Cal.App.4th 46, 63.)

13 The benefit provided by the proposed PAGA Penalties allocation of the Settlement is
14 substantial and easily falls within the range of reasonableness. The Settlement fulfills the
15 purposes of the PAGA, and, by any measure, is fair, adequate, and reasonable.

16 **VI. THE CLASS REPRESENTATIVE'S ENHANCEMENT AWARD IS**
17 **REASONABLE**

18 "At the conclusion of a class action, the class representatives are eligible for a special
19 payment in recognition of their service to the class." 5 Newberg on Class Actions § 17:1 (5th
20 ed.). Plaintiff requests a reasonable Class Representative Service Payment each for their efforts
21 and initiative in bringing and helping to prosecute the claims in the Operative Complaint.

22 As an initial matter, Plaintiff's courage in proceeding with their class-wide claims should
23 not be underestimated. By suing Defendants, Plaintiff increased his risk of retaliation by
24 prospective employers, who must choose between an applicant who has never sued a prior
25 employer and one who has. (Lopez Decl. ¶ 12).

26 Plaintiff has devoted a substantial amount of time to helping Class Counsel effectively
27 develop and prosecute this action at every stage of the litigation. (Manus Decl., ¶ 45; Lopez
28 Decl., ¶¶ 3,). Both before and after filing, Plaintiff conferred with Class Counsel to discuss every

1 aspect of this case. Plaintiff has provided Class Counsel with information about Defendant,
2 reviewed documents, consulted Class Counsel throughout the litigation, participated in the
3 mediation process, and reviewed and signed the settlement agreement. (Lopez Decl., ¶¶ 3, 9.)

4 Plaintiff conferred with Class Counsel detailing his knowledge of Defendant's practices.
5 Plaintiff has diligently, adequately, and fairly represented the Class Members, and has not placed
6 his interests above any member of the putative Class. This sort of payment to a class
7 representative has been a common feature of settlements negotiated by Class Counsel and
8 routinely approved by courts. The Class Representative Enhancement Award of \$10,000 to the
9 named Plaintiff is fair and reasonable. (Manus Decl., ¶ 48; Lopez Decl., ¶¶ 10, 14.)

10 **VII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS IS**
11 **REASONABLE AND SHOULD BE APPROVED**

12 Class Counsel respectfully requests, without opposition from Defendants, an award of
13 attorneys' fees of no more than Four Hundred Thirty-Five Thousand Dollars and Zero Cents
14 (\$435,000), one-third of the Gross Settlement Amount and reasonable litigation costs, not to
15 exceed \$30,000, subject to approval by the Court. (Manus Decl. ¶ 47, Ex. 1 p. 3).

16 Class Counsel submits it has the requisite experience, knowledge, and resources to serve
17 as Class Counsel and to zealously represent the Class. (Manus Decl., ¶¶ 37-46). Class Counsel
18 has incurred substantial hours in prosecuting this action on a contingency basis and will not
19 receive any compensation for their efforts until recovery is obtained for the Class. In addition,
20 Class Counsel's efforts in reaching the Settlement on behalf of the Class will confer a significant
21 benefit to the Class. As such, the requested award of attorneys' fees and costs is reasonable.

22 **VIII. REQUESTED RELIEF**

23 Plaintiff respectfully requests that the Court, as part of the preliminary approval process,
24 do the following:

- 25 1. Conditionally certify, for settlement purposes only, a Class consisting of all non-
26 exempt, hourly employees who worked for Defendants in California at the
27 Settling Locations (defined herein) during the Class Period (i.e., the period from
28 January 9, 2020, through April 30, 2025);

2. Preliminarily appoint Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Marta Manus, and the other attorneys of D.Law, Inc. as Class Counsel;
3. Preliminarily appoint Plaintiff Joshua J. Lopez as the Class Representative;
4. Order preliminary approval of the proposed Class Action and PAGA Settlement Agreement (“Settlement”) on a class-wide basis, direct that the Class Notice to be mailed to the Class, and set a hearing for final review of the proposed Settlement;
5. Preliminarily appoint Apex Class Action Administrators as the Administrator to handle the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and claims administration procedures as set forth in the Settlement; and
2. Preliminarily approve the allocation of PAGA Penalties pursuant to the Settlement.

IX. CONCLUSION

Based upon the foregoing, Plaintiff respectfully requests that the Court grant this motion for Preliminary Approval of Class Action and PAGA Settlement and enter the proposed Order.

Respectfully Submitted,

Dated: November 18, 2025

D.LAW, INC.

By: 

Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiff