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others similarly situated, and JIMMY QUEVEDO,
individually, on behalf of others similarly situated
and aggrieved employees pursuant to the California
Private Attorneys General Act
(Additional Counsel on Following Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BRITTNI AGHEDO and IEASHA PETERS,
individually and on behalf of others similarly
situated, and JIMMY QUEVEDO, individually,
on behalf of others similarly situated and
aggrieved employees pursuant to the California
Private Attorneys General Act

Plaintiff,

vs.

VILLA ESPERANZA SERVICES, a California
501(c)(3) non-profit organization; and DOES 1
through 25, inclusive,

Defendants.

Case No. 23STCV27362

*Assigned for All Purposes to the Honorable
Carolyn B. Kuhl, Dept. SS-12*

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: July 2, 2025
Time: 10:00 a.m.
Dept.: SS-12

[Filed Concurrently with Motion for Preliminary
Approval; Plaintiffs' Declarations; Hartranft
Declaration; Gold & Haines Declarations; and
Proposed Order]

Complaint Filed: November 6, 2023
FAC Filed: March 13, 2025

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7 IEASHA PETERS, individually and on behalf of
others similarly situated, and JIMMY QUEVEDO,
8 individually, on behalf of others similarly situated
and aggrieved employees pursuant to the California
9 Private Attorneys General Act

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on **July 2, 2025 at 10:00 a.m.** in Department 12 of the above-captioned Court located at 312 N. Spring Street, Los Angeles, California 90012, pursuant to Rule 3.769 of the California Rules of Court, Plaintiff Brittany Aghedo, Plaintiff Ieasha Peters, and Plaintiff Jimmy Quevedo (“Plaintiffs”) will and hereby does move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiffs and Defendant Villa Esperanza Services (“Defendant”).

Plaintiffs request that the Court enter an Order:

1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 2 to the Declaration of Karen I. Gold in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Gold Decl.”);

2. Certifying the Class for Settlement purposes;

3. Appointing Plaintiffs as the Class Representatives for Settlement purposes;

4. Appointing Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, and Marissa A. Mayood of Blackstone Law, APC and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC as Class Counsel for Settlement purposes;

5. Approving the proposed Notice of Class Action & Representative Action Settlement (“Class Notice”), attached as Exhibit A to the Settlement Agreement (Ex. 2 to Gold Decl.), to be mailed to the Class;

6. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;

7. For each Class Member, directing Defendant to furnish: (1) their full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Workweeks to the Settlement Administrator within fourteen (14) calendar days after entry of the order granting preliminary approval of the Settlement;

8. Approving the proposed deadlines for the settlement administration process; and

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This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the Declaration of Proposed Class Counsel (Karen I. Gold & Paul Haines), the Declaration of Plaintiffs (Brittany Aghedo, Ieasha Peters, and Jimmy Quevedo), the Declaration of the Proposed Settlement Administrator (Sean Hartranft), the pleadings and other records on file with the Court in this matter, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Dated: April 28, 2025

By: Karen Gold
Karen I. Gold
Sara Pezeshkpour
Noam Y. Reiffman
Marissa A. Mayhood

Attorneys for Plaintiffs BRITTNI AGHEDO and
IEASHA PETERS, individually and on behalf of
others similarly situated, and JIMMY QUEVEDO,
individually, on behalf of others similarly situated
and aggrieved employees pursuant to the California
Private Attorneys General Act

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	FACTUAL AND PROCEDURAL BACKGROUND	2
III.	THE SETTLEMENT TERMS	4
	A. Class Definition	4
	B. Amount of Settlement.....	4
	C. Allocation and Funding of the Gross Settlement Amount	5
	D. Released Claims	7
IV.	STANDARD OF REVIEW FOR PRELIMINARY APPROVAL	8
V.	THE SETTLEMENT IS PRESUMED FAIR.....	9
	A. The Settlement Was Reached as a Result of Arm’s-Length Bargaining	9
	B. Sufficient Investigation and Discovery by Experienced Class Counsel	9
	C. The Settlement is Fair and Reasonable in Light of the Parties’ Respective Legal Positions and Recovery Risks.....	10
	1. Class Counsels’ Analysis of the Maximum Reasonable Liability and Damages	10
	2. Class Counsels’ Risk-Based Analysis and Risk-Based Adjustments	11
VI.	CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED	15
	A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is Impracticable.....	15
	B. The Class Shares a Well-Defined Community of Interest	16
	C. A Class Action is Superior to a Multiplicity of Litigation.....	17
VII.	THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE.....	18
VIII.	THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE	18
IX.	THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS MEETS DUE PROCESS REQUIREMENTS.....	19
X.	CONCLUSION	22

TABLE OF AUTHORITIES

Federal Cases

<i>Aguirre v. Genesis Logistics</i> , 2013 WL 10936035 (C.D. Cal. 2013)	14
<i>Armstrong v. Board of School Directors of City of Milwaukee</i> , 616 F.2d 305 (7th Cir. 1980).....	8
<i>B.W.I. Custom Kitchen v. Owens-Illinois, Inc.</i> , 191 Cal.App.3d 1341 (1987)	16
<i>Bradley v. Networkers Int’l, LLC</i> , 211 Cal.App.4th 1129 (2012)	11
<i>Brinker Restaurant Corp. v. Superior Court</i> , 53 Cal.4th 1051 (2012);	11
<i>Carrington v. Starbucks Corp.</i> 30 Cal.App.5th 504, 529 (2018)	14
<i>Castillo v. ADT, LLC</i> , 2017 WL 363108 (E.D. Cal. Jan. 25, 2017)	14
<i>Choate v. Celite Corp.</i> , 215 Cal App. 4th 1460, 1468 (2013)	13
<i>Clark v. Am. Residential Servs. LLC</i> , 175 Cal. App. 4th 785 (2009)	9
<i>Clothesrigger, Inc. v. GTE Corp.</i> , 191 Cal.App.3d 605 (1987)	16
<i>Cotter v. Lyft, Inc.</i> , 193 F.Supp.3d 1030 (N.D. Cal. 2016).....	14
<i>Daar v. Yellow Cab Co.</i> , 67 Cal. 2d 695 (1967).....	16
<i>Duran v. U.S. Bank Nat. Assn.</i> , 59 Cal.4th 1 (2014).....	11
<i>Elliot v. Spherion Pac. Work, LLC</i> , 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008).....	14
<i>Gaudin v. Saxon Mortgage Servs., Inc.</i> , 2015 WL 7454183 (N.D. Cal. Nov. 23, 2015)	18
<i>Hebbard v. Colgrove</i> , 28 Cal.App.3d 1017, 1030 (1972).....	16
<i>In re Cellphone Fee Termination Cases</i> , 186 Cal.App.4th 1380 (2010).....	20
<i>In re Online DVD Rental</i> , 779 F.3d 934 (9th Cir. 2014)	18
<i>Jaimez v. DAIOHS USA, Inc.</i> , 181 Cal.App.4th 1286 (2010).....	13
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116.....	10
<i>Lealao v. Beneficial Cal, Inc.</i> , 82 Cal.App.4th 19 (2000)	18
<i>Linder v. Thrifty Oil Co.</i> , 23 Cal.4th 429 (2000)	17
<i>McGee v. Bank of America</i> , 60 Cal.App.3d 442 (1976)	17
<i>Miller v. Woods</i> , 148 Cal.App.3d 862 (1983).....	15
<i>Munoz v. BCI Coca-Cola Bottling Co.</i> , 186 Cal.App.4th 399 (2010)	18
<i>Naranjo v. Specturm Security Services, Inc.</i> , 40 Cal.App.5th 444 (2019).....	13

1	<i>Officers for Justice v. Civil Service Commission of City and County of San Francisco</i> , 688 F.2d 615 (1982).....	9
2	<i>Price v. Starbucks Corp.</i> , 192 Cal.App.4th 1136 (2011).....	13
3	<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926, 934 (1981)	16
4	<i>Sanchez v. McDonalds Restaurants of California, Inc.</i> , 2017 WL 4620746 (LA Super. Ct. July 6, 2017)	14
5	<i>Seastrom v. Neways, Inc.</i> , 149 Cal.App. 4th 1496 (2007)	17
6	<i>See In re Microsoft I-V Cases</i> , 135 Cal.App.4th 706 (2006).....	9
7	<i>Smith v. Lux Retail North America, Inc.</i> , 2013 WL 2932243 at *3 (N.D. Cal. June 13, 2013).....	14
8	<i>Thurman v. Bayshore Transit Management, Inc.</i> , 203 Cal.App.4th 1112,1131 (2012)	14
9	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001).....	8, 9, 10
10	<i>Wesson v. Staples the Office Superstore, LLC</i> , 68 Cal.App.5th 746 (2021).....	14
11	Statutes	
12	Code of Civil Procedure Section 382.....	14
13	Labor Code section 203	11
14	Other Authorities	
15	<i>Findings of the Study of California Class Action Litigation</i> , 2000-2006, available at http://www.courts.ca.gov/documents/class-action-lit-study.pdf	10
16	Rules	
17	Cal. Rules of Court, Rule 3.769(c)	7
18	Cal. Rules of Court, Rule3.769(g)	7

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Brittany Aghedo, Plaintiff Ieasha Peters, and Plaintiff Jimmy Quevedo (“Plaintiffs”) seek
4 preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or
5 “Settlement Agreement”) entered into between Plaintiffs and Defendant Villa Esperanza Services
6 (“Defendant”) (collectively, the “Parties”). (Declaration of Karen I. Gold in Support of Plaintiff’s Motion
7 for Preliminary Approval of Class Action and PAGA Settlement [“Gold Decl.”], Ex. 2). The Settlement
8 terms are as follows:

- 9
- Class Size: Approximately 597 individuals as of July 15, 2024.
 - Gross Settlement Amount: One million three hundred and fifty thousand dollars and zero
10 cents (\$1,350,000.00), subject to increase, as provided in Paragraph 16 of the Settlement
11 Agreement.
 - Attorneys’ Fees and Costs: Attorneys’ fees of up to one third (33.33%) of the Gross
12 Settlement Amount (i.e., \$449,955.00 if the Gross Settlement Amount is \$1,350,000.00) plus
13 actual litigation costs and expenses not to exceed twenty-five thousand five hundred dollars
14 and zero cents (\$25,500.00), both of which will be paid from the Gross Settlement Amount.
 - Enhancement Payments: Up to Seven thousand five hundred dollars and zero cents
15 (\$7,500.00) for each individual plaintiff, to be paid from the Gross Settlement Amount.
 - PAGA Payment: One hundred and thirty-five thousand dollars and zero cents (\$135,000.00)
16 from the Gross Settlement Amount, 75% (\$101,250.00) of which will be paid to the Labor
17 and Workforce Development Agency (“LWDA”) and the remaining 25% (\$33,750.00) to be
18 paid to the PAGA Employees.
 - Settlement Administration Costs: Not to exceed twelve thousand one hundred seventy-five
19 dollars and zero cents (\$12,175.00), to be paid from the Gross Settlement Amount. (See
20 generally, Declaration of Sean Hartranft [“Hartranft Decl.”]).
 - Estimated Net Settlement Amount: Seven hundred and four thousand eight hundred seventy
21 dollars and zero cents (\$704,870.00) to be distributed to Settlement Class Members.

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27 As set forth herein, the Settlement is the product of informal discovery and arms-length
28 negotiations with respected wage and hour mediator Marc Feder, and provides a fair, adequate, and

1 reasonable recovery for the Class. Plaintiffs therefore respectfully requests that the Court grant
2 preliminary approval of the Settlement, conditionally certify the Class, approve the proposed Notice of
3 Class Action & Representative Action Settlement (“Class Notice”), and set a hearing date for final
4 settlement approval, among other requested relief.

5 **II. FACTUAL AND PROCEDURAL BACKGROUND**

6 Defendant is a 501(c)(3) nonprofit organization that works with children and adults with
7 intellectual and developmental disabilities in California. Plaintiff Brittany Aghedo was employed by
8 Defendant as an hourly-paid, non-exempt teaching aide, occupational therapy assistant, and receptionist
9 from approximately January 2019 through March 2020 and January 2021 to September 2021.
10 (Declaration of Plaintiff Brittany Aghedo in Support of Motion for Preliminary Approval of Class Action
11 and PAGA Settlement [“Aghedo Decl.”], ¶ 2). Plaintiff Ieasha Peters was employed by Defendant as an
12 hourly-paid, non-exempt instructional aide from approximately March 2017 to December 2020.
13 (Declaration of Plaintiff Ieasha Peters in Support of Motion for Preliminary Approval of Class Action
14 and PAGA Settlement [“Peters Decl.”], ¶ 2). Plaintiff Jimmy Quevedo is employed by Defendants as an
15 hourly-paid, non-exempt instructional aide since approximately November 2022. (Declaration of
16 Plaintiff Jimmy Quevedo in Support of Motion for Preliminary Approval of Class Action and PAGA
17 Settlement [“Quevedo Decl.”], ¶ 2).

18 Plaintiffs contend that Defendant engaged in a pattern and practice of wage abuse against them
19 and other hourly-paid and/or non-exempt employees. (Aghedo Decl., at ¶ 3; Peters Decl., at ¶ 3; Quevedo
20 Decl., ¶ 3). This pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiffs and other
21 hourly-paid and/or non-exempt employees to work off-the-clock without compensation, failing to
22 properly pay overtime and minimum wages for all hours worked, failing to provide meal and rest breaks
23 to which they were entitled and failing to pay meal and rest break premiums when due, failing to timely
24 pay wages during employment and upon termination of employment, failing to provide accurate wage
25 statements, failing to reimburse necessary business-related expenses and failing to adhere to other related
26 protections afforded by the California Labor Code and the applicable Industrial Welfare Commission
27 Wage Order. *See* Complaint, *generally*. Defendant denies these allegations.

28 On November 6, 2023, Plaintiff Brittini Aghedo & Plaintiff Ieasha Peters filed a Class Action

1 Complaint for Damages in the action entitled *Brittini Aghedo et al. v. Villa Esperanza Services*, Los
2 Angeles County Superior Court Case No. 23STCV27362 (“Aghedo Action”), thereby commencing a
3 putative class action against Defendant. The complaint in the Aghedo Action alleges ten (10) causes of
4 action for violations of the California Labor Code for failure to pay overtime wages, failure to provide
5 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods
6 and premiums payments in lieu thereof, failure to pay minimum wages, failure to timely pay wages upon
7 termination, failure to timely pay wages during employment, failure to provide compliant wage
8 statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary
9 business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based
10 on the aforementioned California Labor Code violations (“Aghedo Complaint”). (Gold Decl., ¶ 10)

11 On February 21, 2024, Plaintiff Jimmy Quevedo provided written notice to the LWDA by online
12 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3,
13 of the specified provisions of the California Labor Code alleged to have been violated by Defendant
14 (“PAGA Letter”). (Gold Decl., ¶ 11 & Ex. 1). That same day, Jimmy Quevedo filed a Class Action
15 Complaint in the action entitled *Jimmy Quevedo v. Villa Esperanza Services*, Los Angeles County
16 Superior Court Case No. 24STCV04374 (“Quevedo Action,” collectively with the Aghedo Action
17 “Actions”), thereby commencing a putative class action against Defendant. (Gold Decl., ¶ 12).

18 On April 29, 2024, plaintiff Jimmy Quevedo filed a First Amended Class and Representative
19 Action Complaint in the Quevedo Action, thereby commencing a putative class action and representative
20 PAGA action against Defendant. (Gold Decl., ¶ 13).

21 The Parties agreed to attend mediation to explore informal and efficient resolution of the Actions.
22 Prior to mediation, Defendants produced time and pay records for all Class Members for the period of
23 November 7, 2019, through June 14, 2024. (*Id.*, at ¶ 27).

24 On August 13, 2024, the Parties participated in a formal mediation conducted by Marc Feder,
25 Esq., (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and
26 hour matters, and with the assistance of the Mediator, the Parties were able to reach an agreement to
27 resolve this dispute on a class and representative basis. (*Id.*, ¶ 14). The Parties then worked diligently to
28 negotiate and memorialize the terms in a long form settlement agreement. (*Ibid*).

1 On November 22, 2024, the Parties executed the Settlement Agreement. (*Id.*, ¶ 15; & Ex. 2).

2 On March 13, 2025, Plaintiffs filed a First Amended Class and PAGA Representative Action
3 Complaint (“Operative Complaint”) in the Aghedo Action. (*Id.*, ¶ 16). The Operative Complaint alleges
4 Defendant violated the California Labor Code for failure to pay minimum wages and straight wages,
5 failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu
6 thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely
7 pay wages during employment, failure to provide compliant wage statements, failure to provide accurate
8 wage statements, failure to timely pay wages upon separation, and failure to reimburse necessary business
9 expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the
10 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
11 aforementioned California Labor Code violations. (*Id.*, ¶ 16).

12 **III. THE SETTLEMENT TERMS**

13 **A. Class Definition**

14 For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all
15 current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State
16 of California at any time during the Class Period” (“Class Members” or “Class”). (Gold Decl., ¶ 17;
17 Settlement Agreement, ¶ 9(b)). The Class Period is defined as November 6, 2019 through December 3,
18 2024. (Gold Decl., ¶ 17; Settlement Agreement, ¶ 9(f)). Based on information provided by Defendant,
19 as of July 15, 2024, it is estimated that there are a total of five hundred ninety-seven (597) Class Members.
20 (Gold Decl., ¶ 17). As of the date of this filing, Defendant confirmed that the number of Workweeks
21 during the Class Period is less than 60,500 Workweeks, and thus, the escalator provision is not triggered.
22 (Gold Decl., ¶ 19).

23 **B. Amount of Settlement**

24 The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint
25 for a non-reversionary Gross Settlement Amount of One million three hundred and fifty thousand dollars
26 and zero cents (\$1,350,000.00), exclusive of employer-side payroll taxes. (Gold Decl., ¶ 18; Settlement
27 Agreement, ¶ 9(p)).

28 ///

1 **C. Allocation and Funding of the Gross Settlement Amount**

2 The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees,
3 and other allocations. (Gold Decl., ¶ 18; Settlement Agreement, ¶ 9(p)). The Gross Settlement Amount
4 includes: (1) Class Counsels' fees in the amount of up to one third (33.33%) of the Gross Settlement
5 Amount (i.e., \$449,955.00 if the Gross Settlement Amount is \$1,350,000.00); (2) Class Counsels' actual
6 litigation costs and expenses, not to exceed twenty-five thousand five hundred dollars and zero cents
7 (\$25,500.00); (3) Settlement Administration Costs, not to exceed twelve thousand one hundred seventy-
8 five dollars and zero cents (\$12,175.00); (4) Enhancement Payment in the amount of up to twenty-two
9 thousand five hundred dollars and zero cents to be split equally amongst the Plaintiffs (i.e. \$7,500.00 for
10 each named plaintiff); and (5) PAGA Payment of one hundred thirty-five thousand dollars and zero cents
11 (\$135,000.00). (Gold Decl., ¶ 18; Settlement Agreement, ¶¶ 12-15). After the above-estimated amounts
12 are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for
13 Class Members is currently estimated to be seven hundred and four thousand eight hundred seventy
14 dollars and zero cents (\$704,870.00). (Gold Decl., ¶ 18). Additionally, 25% of the PAGA Payment
15 ("PAGA Employee Amount"), which is \$33,750 out of \$135,000.00 will be distributed to all current and
16 former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California
17 at any time during the PAGA Period ("PAGA Employees"). (Gold Decl., ¶ 18; Settlement Agreement,
18 ¶ 9(y)). The "PAGA Period" is defined as the period from February 21, 2023, through December 3, 2024.
19 (Gold Decl., ¶ 18; Settlement Agreement, ¶ 9(z)).

20 The Net Settlement Amount will be distributed and paid to all Class Members who do not submit
21 a timely and valid Request for Exclusion ("Settlement Class Members") on a *pro rata* basis based on the
22 number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt
23 employee in California during the Class Period ("Workweeks"). (Gold Decl., ¶¶ 18, 21; Settlement
24 Agreement, ¶¶ 9(s), 17). The *pro rata* share of the Net Settlement Amount that a Class Member may be
25 eligible to receive under the Class Settlement ("Individual Settlement Share") will be calculated by the
26 Settlement Administrator in accordance with the Settlement Agreement. (Gold Decl., ¶ 21; Settlement
27 Agreement, ¶¶ 9(r), 9(s), 17, 19).

28 The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata*

1 basis based on the number of weeks each PAGA Employee worked for Defendant as an hourly-paid
2 and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). (Gold Decl.,
3 ¶ 22; Settlement Agreement, ¶¶ 9(y), 9(bb), 14). The *pro rata* share of the PAGA Employee Amount
4 that an PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA
5 Payment”) will be calculated by the Settlement Administrator in accordance with the Settlement
6 Agreement. (Gold Decl., ¶ 22; Settlement Agreement, ¶ 18).

7 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
8 percent (80%) penalties, interest, and non-wage damages. (Gold Decl., ¶ 23; Settlement Agreement, ¶
9 19). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to
10 non-wage damages and penalties will be reported on an IRS Form 1099 (if applicable) by the Settlement
11 Administrator. (Gold Decl., ¶ 23; Settlement Agreement, ¶ 19). The Settlement Administrator will
12 withhold the employee’s share of taxes and withholdings with respect to the wages portion of the
13 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
14 Settlement Share (“Individual Settlement Payment”). (Gold Decl., ¶ 23; Settlement Agreement, ¶ 19).
15 The employer’s share of taxes and contributions in connection with the wages portion of Individual
16 Settlement Shares (the “Employer Taxes”) will be paid by Defendants to the proper taxing authorities
17 separately and in addition to the Gross Settlement Amount. (Gold Decl., ¶ 23; Settlement Agreement, ¶
18 19). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will
19 be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Gold Decl., ¶ 23;
20 Settlement Agreement, ¶ 19).

21 The Gross Settlement Amount is a non-reversionary settlement. (Gold Decl., ¶ 24; Settlement
22 Agreement, ¶ 9(p)). The Net Settlement Amount will be fully distributed to Settlement Class Members
23 and the PAGA Payment will be fully distributed to the LWDA and PAGA Employees, in accordance
24 with the Settlement Agreement. (Gold Decl., ¶ 24; Settlement Agreement, ¶¶ 9(p), 9(u)). No money will
25 revert to Defendant. (Gold Decl., ¶ 24; Settlement Agreement, ¶ 9(p)).

26 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
27 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
28 thereafter, shall be canceled. (Gold Decl., ¶ 25; Settlement Agreement, ¶ 37). Any funds associated with

1 such canceled checks will be distributed by the Settlement Administrator to the State of California's
2 Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee. (Gold
3 Decl., ¶ 25; Settlement Agreement, ¶ 37).

4 **D. Released Claims**

5 Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class
6 Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
7 and discharged the Released Parties of all Class Released Claims. (Settlement Agreement, ¶ 38).

8 Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with
9 respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and
10 forever released, settled, compromised, relinquished, and discharged the Released Parties of all PAGA
11 Released Claims. (*Id.*, ¶ 39).

12 "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations,
13 guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which
14 could have been alleged based on the factual allegations in the Operative Complaint, arising during the
15 Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's
16 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
17 associated premium payments, timely pay wages during employment and upon termination, provide
18 complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary
19 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a),
20 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare
21 Commission Wage Orders, including inter alia, Wage Order 5-2001, and all claims for attorneys' fees
22 and costs and statutory interest in connection therewith, California Business and Professions Code
23 sections 17200, et seq., and any other claims, including claims for statutory penalties, pertaining to the
24 Class Members. (*Id.*, at ¶ 9(ee)).

25 "Released PAGA Claims" means any and all claims arising from any of the factual allegations in
26 the PAGA Letter Plaintiff Jimmy Quevedo served via certified mail on the California Labor and
27 Workforce Development Agency and Defendant on February 21, 2024, arising during the PAGA Period,
28 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698

et seq., including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 5-2001. (*Id.*, at ¶ 9(ff)).

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id.*, at ¶ 9(gg)).

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996)). “In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submits the proposed terms of the settlement and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (*Ibid*).

The initial evaluation of the settlement at the preliminary approval step “is not a fairness hearing.” (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of possible approval and, as a result, “whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel

1 is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V*
2 *Cases*, 135 Cal. App. 4th 706, 723 (2006)).

3 Preliminary approval does not require a court to make a final determination that the settlement is
4 fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice
5 of the settlement has been given to the class members and they have had an opportunity to object or
6 exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a
7 potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law
8 which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for*
9 *Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

10 **V. THE SETTLEMENT IS PRESUMED FAIR**

11 **A. The Settlement Was Reached as a Result of Arm's-Length Bargaining**

12 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
13 reached through arm's-length bargaining.” (*Wershba*, 91 Cal.App.4th at p. 245; *see also Clark v. Am.*
14 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations
15 were at all times made at arm's-length and were adversarial. (Gold Decl., ¶ 26). The Settlement was
16 reached following a full day of mediation with a highly respected mediator with substantial experience
17 mediating wage and hour cases. (*Id.*). At all times, Plaintiffs were willing and prepared to litigate this
18 matter through class certification and trial if the Parties had been unable to reach a favorable resolution.
19 (*Id.*, at ¶ 61).

20 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

21 Courts typically assess the status of discovery in determining whether a class action settlement
22 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at p. 1801). Prior to mediation,
23 Defendant produced a statistically significant sample of time and payroll records for the putative class
24 members. (Gold Decl., ¶ 27). Defendant also produced its employee handbooks, which detail Defendant's
25 employment policies and practices. (Gold Decl., ¶ 27).

26 Thus, the voluminous and detailed records produced by Defendant allowed Class Counsel to
27 conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the
28 potential class and PAGA-wide damages. (*Id.*, ¶ 28). Based on information exchanged, the Parties

1 extensively briefed issues regarding class certification and liability and provided their analyses to the
2 Mediator who helped the Parties debate the strengths and weakness of their respective positions. (*Id.*, ¶
3 29). Additionally, settlement negotiations were conducted by highly capable and experienced counsel.
4 (*Id.*, ¶¶ 4-7, and 60; Haines Decl., ¶¶ 3-9). Accordingly, Class Counsel had sufficient information and
5 experience to act intelligently in negotiating the Settlement.

6 **C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions**
7 **and Recovery Risks**

8 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
9 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
10 (*Wershba*, 91 Cal.App.4th at pp. 246, 250). In evaluating the reasonableness of a settlement, a trial court
11 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
12 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
13 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
14 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
15 (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

16 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
17 factual grounds for defending the Actions. Based upon Class Counsels’ experience litigating similar
18 complex matters, Plaintiffs reasonably expected a vigorous and lengthy defense to both class certification
19 and the merits of the Actions absent a settlement.

20 **1. Class Counsels’ Analysis of the Maximum Reasonable Liability and Damages**

21 Class Counsel analyzed all available data and estimated Defendants’ maximum reasonable
22 exposure to be approximately \$9,285,600.06, assuming the litigation was successful at trial on all claims
23 at issue and reasonable violation rates. This maximum reasonable potential analysis was then reduced
24 based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other
25 attendant risks. (Gold Decl., ¶¶ 49-56). This estimate is based on an estimated reasonable liability for all
26 claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based
27 on the analysis of the data which was extrapolated out for all class members across the entire putative
28 class period, which included: \$13,012 for unpaid overtime wages at the regular rate of pay; \$1,958,113.98

1 for unpaid off-the-clock work for 2 hour per workweek of off-the-clock work; \$523,476.17 for meal
2 period violations at a 15% violation rate; \$586,352.85 for rest break violations at a 15% violation rate;
3 \$379,980 for unreimbursed business expenses; \$898,150 for wage statement violations, \$924,244 for
4 waiting time penalties, and \$146,571.06 for reporting time pay violations. (*Ibid*). Plaintiff further
5 estimated that Defendants faced an additional exposure of \$3,855,700 in non-stacked (*i.e.*, one penalty,
6 per employee, per pay period during the PAGA statutory period) PAGA penalties. (*Id.*, at ¶ 48). Together
7 with the PAGA penalties, Defendants' maximum reasonable exposure totaled \$9,285,600.06 in damages
8 and penalties. (*Id.*, at ¶ 30.).

9 **2. Class Counsels' Risk-Based Analysis and Risk-Based Adjustments**

10 While Plaintiffs believe that Defendant faced significant exposure, substantial barriers to a
11 recovery existed. Defendant contended that Plaintiffs' claims are not suitable for class certification
12 because individual issues and affirmative defenses would predominate should this case go to trial. (Gold
13 Decl., ¶ 52; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank*
14 *Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)).
15 While Plaintiffs and Class Counsel disagree with Defendant's predictions, they also recognize that there
16 is a significant risk that the Court may deny class certification. (Gold Decl., ¶ 52; *see also*, *Findings of*
17 *the Study of California Class Action Litigation*, 2000-2006, available at
18 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
19 actions were certified either as part of a settlement or as part of a contested certification motion)).

20 For example, Plaintiffs' meal period claims, which were based on Defendant's alleged failure to
21 provide lawful meal periods, have been increasingly difficult to certify in recent years. (Gold Decl., ¶
22 36; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiffs' theory of liability for meal period violations was
23 based on allegations that Defendant had failed to implement its policies and that its practices failed to
24 allow Class Members to take meal breaks in the manner required under California law. (Gold Decl., ¶
25 36; *See Bradley v. Networkers Int'l, LLC*, 211 Cal. App. 4th 1129, 1150 (2012) (holding that "the lack of
26 a meal/rest break policy and uniform failure to authorize such breaks are matters of common proof.")).
27 Defendant contended that its policies and practices at all times during the Class Period were lawful.
28 Additionally, Defendant argued that the rate of purported meal period violations reflected in the data

1 would require individualized inquiry and that such inquiry would prohibit a class from being certified.
2 (*Ibid*). Class Counsel also had to consider the risk that the Court would find validity in an individualized
3 proof defense to certification of Plaintiffs' meal period claim. (*Ibid*).

4 As with the meal period allegations, Defendant contended that it had a lawful written rest period
5 policy, provided compliant rest breaks, and relieved Class Members of all duties as required under
6 California law. (*Id.*, at ¶ 39). Additionally, this claim was even more uncertain given the difficulties
7 associated with proving the alleged rest period violations, as Defendant was not required to record these
8 breaks. (*Ibid*). Given the lack of records demonstrating rest period violations, there were legitimate
9 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with requisite
10 certainty, which made the estimated value of this claim subject to challenge. (*Ibid*).

11 Plaintiffs also faced challenges certifying and proving liability for their overtime and unpaid off-
12 the-clock claims, which comprise a large portion of Defendant's estimated overall liability. (*Id.*, at ¶ 33).
13 These claims were largely based on Defendant's unrecorded, off-the-clock work performed by the Class
14 Members both before and after their shifts and during purported meal and rest periods. (*Id.*, at ¶ 31).
15 However, the individualized nature of why this work was performed and the individualized nature of
16 damages presented substantial concerns regarding the manageability of the case and the risk the Court
17 could find these issues prevented certification, and the estimated damages for this claim were based on
18 an assumption that all Class Members worked off the clock for at least two hours per week. (*Id.*, at ¶ 33).

19 Similarly, Plaintiffs' business expense reimbursement claim rests on the allegation that Class
20 Members were required to use personal cell phones for work and this may also present individualized
21 concerns such as why personal cell phones were used and the respective damages of each Class Member.
22 (*Id.*, at ¶ 42).

23 Further, Plaintiffs' reporting time pay claim rests on the allegation that Class Members were called
24 off shifts early but whether an employee volunteered to call out early or was requested by a manager to
25 do so also presents individualized issues. (*Id.*, at ¶ 43).

26 There are also substantial risks associated with Plaintiffs' waiting time penalties and wage
27 statement claims. (*Id.*, at ¶ 45). First, these claims were derivative of Plaintiffs' claims for unpaid meal
28 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,

1 and if certification was denied on those underlying claims, these derivative claims for penalties would
2 also likely fail. (*Ibid*). Further, even if Plaintiffs prevailed on their underlying claims, they would still
3 be required to demonstrate that Defendant’s violations of California Labor Code section 203 were *willful*
4 violations. (Gold Decl., ¶ 46; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
5 (holding that “an employer’s reasonable, good faith belief that wages are not owed may negate a finding
6 of willfulness”)). Wage statement claims have also seen varying treatment at the appellate level because
7 such claims have an element of discretion attached to them rather than a pure calculation of damages after
8 liability is proven. (*Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010); *Price v. Starbucks*
9 *Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims were therefore uncertain.
10 (Gold Decl., ¶ 47).

11 Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the
12 amount of wages due to Class Members would be expensive and time-consuming. (*Id.*, at ¶ 53). To
13 prove liability and damages, Class Counsel will need to request and analyze thousands of pages of
14 additional documents, obtain the Class Members’ contact information, contact them, and obtain their
15 declarations at great expense. (*Ibid*). Obtaining the cooperation of current employees would also be
16 difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (*Ibid*).
17 On the other hand, Defendant would likely be able to obtain the cooperation of its employees. (*Ibid*).
18 Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially
19 delay any recovery by the Class. (*Ibid*).

20 Therefore, taking into account how each of the above risks potentially effected Plaintiffs’ ability
21 to first obtain class certification, and then prove the underlying violations, plus the cost and delay in
22 recovering the alleged potential damages, Class Counsel discounted Defendant’s estimated liability based
23 on the challenges facing his ability to succeed on class certification by 50% to \$4,642,800.03. (*Id.*, at ¶
24 54). The merits-based risk factors further reduced Defendant’s estimated liability by an additional 50%.
25 (*Ibid*). This resulted in an adjusted estimated liability of \$2,321,400.02. In light thereof, the settlement
26 amount of \$1,350,000.00 is a significant and reasonable settlement. (*Ibid*).

27 Class Counsel also contemplated the risks of proceeding with the PAGA action and potential
28 liability Defendant could face from this claim as part of the global resolution. (*Id.*, at ¶ 55). Existing

1 case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying wage
2 claims. (*See Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008)
3 ("Plaintiff's claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff's
4 other claims fail as a matter of law, so does her PAGA claim")). Class Counsel also anticipated that even
5 if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage
6 and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that
7 Defendant would argue that it made a good faith attempt to comply with its legal obligations, thus
8 warranting a discretionary reduction in penalties. (Gold Decl., ¶ 55).¹ Class Counsel also anticipated
9 Defendant would argue that they made a good faith attempt to comply with its legal obligations and that
10 the violations per pay period were low, warranting an additional reduction in civil penalties. (*Ibid*).
11 Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be
12 compensatory in nature but is instead intended to facilitate enforcement of California's labor laws by
13 financing state activities and educating and deterring non-compliance. (*Ibid*).

14 Therefore, after considering this multitude of factors, Plaintiffs and Class Counsel concluded that
15 it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement,
16 and to allocate one hundred and thirty-five thousand, dollars and zero cents (\$135,000.00) of the Gross
17 Settlement Amount towards the PAGA claim, which represents 10% of the Gross Settlement Amount.
18 (*Id.*, at ¶ 56). This percentage of the settlement is well within the range of wage and hour settlements
19 regularly approved in both state and federal court for cases that include both a class and PAGA action.
20 (*Ibid*). Often, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,

21
22 ¹ See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012)
23 (imposition of both statutory and civil penalties for same conduct is impermissible double recovery)
24 (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013)
25 ("duplicative effect" of penalties is a factor in favor of "reducing ...the PAGA penalty"); *Smith v. Lux*
26 *Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack
27 penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25,
28 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6,
2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL
756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193
F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith
dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018)
(approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith
attempts to comply with obligations and minimal violations).

1 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved
2 as reasonable by courts. (*Ibid*). Moreover, the overall relief obtained by the Settlement is significant,
3 not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—
4 to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-
5 compliance by the employer. (*Ibid*).

6 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State
7 of California and is within the accepted range of recoveries for this type of litigation given the inherent
8 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
9 litigation. (*Id.*, at ¶ 57; Haines Decl., ¶ 9).

10 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

11 Three basic requirements must be met in order to sustain any class action: (1) there must be an
12 ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact
13 affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants
14 and the courts, *i.e.*, proceeding as a class action is superior to other methods. (*See Dunk*, 48 Cal.App.4th
15 at 1806). Plaintiffs contend that the Action, which is based upon Defendant’s wage and hour policies
16 and practices, satisfies these class certification requirements. Defendant denies Plaintiffs’ allegations,
17 but for purposes of the Settlement only, Defendant has stipulated to certification of the Class. (Settlement
18 Agreement, ¶ 10).

19 A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is 20 Impracticable

21 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
22 the class, and (3) the means of identifying the class members. (*Miller v. Woods*, 148 Cal.App.3d 862,
23 873 (1983)). In this case, all three considerations favor class certification. Here, the Class is defined as
24 “all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the
25 State of California at any time during the Class Period.” (Gold Decl., ¶ 17; Settlement Agreement, ¶
26 9(b)). This provides a clear and definite scope for the proposed class.

27 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
28 requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v.*

1 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
2 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of 597
3 individuals (as of July 15, 2024) meets the numerosity requirement. (Gold Decl., ¶ 17).

4 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
5 can establish “the existence of an ascertainable class.” (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
6 (1967)). The existence of an ascertainable class in this case can be established through Defendant’s
7 payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and
8 the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191 Cal.App.3d
9 605, 617 (1987)).

10 **B. The Class Shares a Well-Defined Community of Interest**

11 The community of interest requirement embodies three factors: (1) predominant questions of law
12 and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
13 who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements
14 are easily satisfied.

15 The commonality criterion requires the existence of common question of law or fact and is
16 generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706).
17 What is required is that a common question of fact or law exists which predominates over issues unique
18 to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising
19 from employment—is not a bar to class certification as long as they do not render class litigation
20 unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois,*
21 *Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

22 Here, Plaintiffs’ claims present common issues of law and fact that predominate and warrant class
23 certification. Plaintiffs allege that Defendant denied compliant meal and rest periods to employees,
24 required employees to perform work off-the-clock, and failed to fully compensate employees for all time
25 actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and
26 overtime wages, and other related claims. Plaintiffs allege that Defendant’s policies and practices were
27 uniform as to all Class Members. Thus, class treatment is appropriate.

28 To satisfy the typicality requirement, California law does not require that plaintiffs’ claims be

1 identical to the other class members. Rather, the test of typicality for a class representative is whether
2 other members have the same or similar injury, whether the action is based on conduct which is not
3 unique to the named plaintiff, and whether other class members have been injured by the same course of
4 conduct. (*Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement
5 for a class representative refers to the nature of the claim or defense of the representative, and not to the
6 specific facts from which it arose or the relief sought. (*Ibid*).

7 Here, Plaintiffs allege that their claims are similar to that of the other Class Members and that
8 Plaintiffs' claims arise out of the same alleged course of conduct giving rise to the claims of the other
9 Class Members. Because Plaintiffs' claims are based upon the same alleged conduct and business
10 practices as those of Class Members, the typicality requirement has been satisfied.

11 Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney
12 qualifies to conduct the proposed litigation in the plaintiff's interest or not antagonistic to the interests of
13 the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these considerations are
14 satisfied. Class Counsel is well-regarded and is qualified and experienced in employment-related, class-
15 action litigation. (Gold Decl., ¶¶ 4-7, and 60; Haines Decl., ¶¶ 2-8). Plaintiffs will vigorously,
16 adequately, and fairly represent the interests of the Class. Plaintiffs have, at all times, throughout the
17 course of the litigation considered the interests of the Class and understood that they must take steps to
18 adequately represent the Class and their interests. (Aghedo Decl., at ¶¶ 4-6; Peters Decl., at ¶¶ 4-6;
19 Quevedo Decl., ¶ 5). Because Plaintiffs' claims are typical of other Class Members and are not based on
20 unique circumstances, there is no antagonism between the interests of Plaintiffs and the Class.

21 **C. A Class Action is Superior to a Multiplicity of Litigation**

22 Under the circumstances present here, proceeding as a class action is a superior means of resolving
23 this dispute, as the Class Members and the Court will derive substantial benefits. Class certification
24 would serve as the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*,
25 23 Cal.4th 429, 434 (2000) (relevant considerations include the probability that each class member will
26 come forward to prove his or her separate claim and whether the class approach would actually serve to
27 deter and redress the alleged wrongdoing)). Further, individual actions arising out of the same operative
28 facts would unduly burden the courts and could result in inconsistent results. Therefore, class action

proceedings are superior to individual litigation.

VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE

Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of class action settlement agreements containing enhancements for the class representative, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and reasonable”)).

Plaintiffs initiated this litigation on behalf of their former co-workers who will now be entitled to receive payment from the Settlement. Plaintiffs invested substantial time and effort into litigation, including their own research, reviewing documents, and extensive discussions with Class Counsel. (Aghedo Decl., at ¶¶ 4-11; Peters Decl., at ¶¶ 4-11; Quevedo Decl., ¶¶ 4-5). Further, the requested amount for Plaintiffs is also reasonable given the average award and the benefit gained by other Class Members. (*See Gold Decl.*, ¶ 58). For these reasons, Plaintiffs request that an Enhancement Payment of seven thousand five hundred dollars and zero cents (\$7,500.00) to each named plaintiff (collectively, \$22,500) be preliminarily approved by the Court. (Gold Decl., ¶ 58; Aghedo Decl., at ¶ 12; Peters Decl., at ¶ 12; Quevedo Decl., ¶ 6)

VIII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE

Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id.*, at p. 47). In cases where class members present claims against a common fund and the defendant agrees to a

percentage of the fund as part of the settlement, use of the percentage method is appropriate. (*Id.*, at p. 32).

Here, the requested attorneys' fees in the amount up to one third (33.33%) of the Gross Settlement Amount (*i.e.*, \$449,955.00 if the Gross Settlement Amount is \$1,350,000.00) is disclosed to Class Members in the proposed Class Notice. (Settlement Agreement, Ex. A). The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Class Counsels' request for the reimbursement of litigation costs and expenses not to exceed twenty-five thousand dollars five hundred and zero cents (\$25,500.00) (Gold Decl., ¶¶ 61). Moreover, any Attorneys' Fees and Costs not ultimately approved by the Court will be included in the Net Settlement Amount to be distributed to Settlement Class Members as this is a non-reversionary settlement. (Settlement Agreement, ¶ 9(p)).

IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS MEETS DUE PROCESS REQUIREMENTS

The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members. (Gold Decl., ¶ 62; Settlement Agreement, Ex. A). The Class Notice will include information regarding the nature of the Actions, a summary of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the Class Settlement and to dispute Workweeks and/or PAGA Workweeks, and the date of the Final Approval Hearing. (Settlement Agreement, Ex. A). The Class Notice will list each Class Member's total Workweeks and their estimated Individual Settlement Share and each PAGA Employee's total PAGA Workweeks and their estimated Individual PAGA Payment. (*Ibid.*).

Within fourteen (14) calendar days after entry of the preliminary approval order, Defendants will provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Workweeks (collectively referred to as the "Class List"). (*Id.*, ¶¶ 26, 9(d)). Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a

1 search based on the National Change of Address Database or other similar services available, such as
2 provided by Experian, for information to update and correct for any known or identifiable address
3 changes, and will mail a Class Notice in English, Spanish, and Tagalog to all Class Members via First-
4 Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
5 Administrator. (*Id.*, ¶ 27(a)). The Parties have agreed to use Apex Class Action, LLC as the Settlement
6 Administrator. (Gold Decl., ¶ 62; Settlement Agreement, ¶ 9(jj)).

7 In determining whether to approve a settlement of a class action, a trial court has wide discretion
8 as to the manner of giving notice to class members, and review on appeal is governed by the abuse of
9 discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380 (2010)). Here,
10 Class Counsel is not aware of an alternative method of providing notice to the Class which would result
11 in a higher likelihood of actual notice. (Gold Decl., ¶ 63). The original source of the mailing addresses
12 is from Class Members, who provided the information to Defendant. (*Ibid*).

13 Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice
14 by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or
15 Workweeks Dispute (“Response Deadline”). (Settlement Agreement, ¶ 9(ii)).

16 Any Class Notice returned to the Settlement Administrator as undeliverable on or before the
17 Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed
18 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice.
19 (*Id.*, at ¶ 27(b)). If no forwarding address is provided, the Settlement Administrator will promptly attempt
20 to determine a correct address using a skip-trace or other search, using the name, address, and/or Social
21 Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.
22 (*Ibid*). In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that
23 Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (*Id.*, at
24 ¶ 9(ii)).

25 Class Members will have an opportunity to dispute the number of Workweeks and/or PAGA
26 Workweeks to which they have been credited, as reflected in their respective Class Notices, by submitting
27 a timely and valid letter (“Workweeks Dispute”) to the Settlement Administrator, by mail, postmarked
28 on or before the Response Deadline. (*Id.*, at ¶¶ 9(ii), 9(nn)). A Workweeks Dispute must: (a) contain the

1 case name and number of the Actions; (b) contain the Class Member’s full name, signature, address,
2 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly
3 state that the Class Member disputes the number of Workweeks and/or PAGA Workweeks credited to
4 that Class Member and what the Class Member contends is the correct number; and (d) be returned by
5 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
6 Deadline. (*Id.*, at ¶ 9(nn)).

7 Any Class Member wishing to be excluded from the Class Settlement must submit a timely and
8 valid letter (“Request for Exclusion”) to the Settlement Administrator, by mail, postmarked on or before
9 the Response Deadline. (*Id.*, at ¶¶ 9(ii), 29). A Request for Exclusion must: (a) contain the case name
10 and number of the Actions; (b) contain the Class Member’s full name, signature, address, telephone
11 number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the
12 Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
13 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id.*,
14 at ¶ 9(hh)). Notwithstanding the above, all PAGA Employees will be bound by the PAGA Settlement
15 and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for
16 Exclusion. (*Id.*, at ¶ 29).

17 To object to the Class Settlement, Settlement Class Members must submit a timely and complete
18 written objection (“Notice of Objection”) to the Settlement Administrator, by mail, postmarked on or
19 before the Response Deadline. (*Id.*, at ¶ 30). A Notice of Objection must: (a) contain the case name and
20 number of the Actions; (b) contain the objector’s full name, signature, address, telephone number, and
21 the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all
22 grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any
23 papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the
24 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id.*,
25 at ¶ 9(v)). Settlement Class Members, individually or through counsel, may also present their objection
26 orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.
27 (*Id.*, at ¶ 30).

1 **X. CONCLUSION**

2 For all of the foregoing reasons, Plaintiffs respectfully request that this Court grant Plaintiffs'
3 Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

4
5 Respectfully submitted,

6 **BLACKSTONE LAW, APC**

6 Dated: April 28, 2024

7 By: *Karen Gold*

8 Karen Gold
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11 Attorneys for Plaintiffs BRITTNI AGHEDO and
12 IEASHA PETERS, individually and on behalf of
13 others similarly situated, and JIMMY QUEVEDO,
14 individually, on behalf of others similarly situated
 and aggrieved employees pursuant to the California
 Private Attorneys General Act