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FILED
SUPERIOR COURT SAN JOAQUIN
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DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

VICENTE JIMENEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

PRP LOGISTICS, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0001096

[Assigned for All Purposes to the Honorable Jayne Lee, Dept. 10C]

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

Preliminary Approval Hearing:
Date: ~~January 5, 2027~~
January 6, 2027
January 8, 2027
January 12, 2027
January 19, 2027
Time: 9:00 a.m.
Dept.: 10C

Complaint filed: January 29, 2024
Trial date: Not set

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on _____, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 10C of the Superior Court of California, County of San Joaquin, located at 180 East Weber Avenue, 2nd Floor, Stockton, CA 95202, Plaintiffs Vicente Jimenez, Gilda Albizures, David Allen, and Tyree Brown (collectively, the "Plaintiffs") will and hereby do move this Court for an Order:

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

Pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq*., this Motion is made on the grounds that the proposed Settlement satisfies all criteria for preliminary approval and falls well within the range of reasonableness. The Settlement was reached through informed, arm's length bargaining between experienced attorneys with the assistance of an experienced neutral, and Plaintiffs and Plaintiffs' Counsel will fairly and adequately represent the Class.

This Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities ("MPA"), the Declaration of John G. Yslas, the Declaration of Marcus J. Bradley, the Declaration of Carolyn M. Bell, the Declaration of Vicente Jimenez, the Declaration of Gilda Albizures, the Declaration of David Allen, and the Declaration of Tyree Brown, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

/ / /

[*Signature on the following page*]

Respectfully submitted,

Dated: October 26, 2026

WILSHIRE LAW FIRM, PLC

By: _____

John G. Yslas
Arrash T. Fattahi
Arman A. Salehi
Trenten N. Bilodeaux
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq*., Plaintiffs seek preliminary approval of a class action settlement of wage and hour claims, including representative claims brought under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), against Defendant PRP Logistics, LLC ("Defendant"). The proposed Class is defined as all persons currently or formerly employed by Defendant as an hourly-paid non-exempt employee in California ("Class Members") from August 4, 2019, to January 17, 2026 ("Class Period"). The main terms of the Settlement are as follows:

1. A Gross Settlement Amount of $725,000.00, from which the Net Settlement Amount will be distributed to approximately 338 Class Members on a pro rata basis according to the total workweeks worked by each Class Member during the Class Period;
2. Attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (currently $241,666.67) and up to $37,500.00 in reimbursement of litigation costs to Plaintiffs' Counsel;
3. Class Representative Service Payments of up to $10,000.00 to each named Plaintiff;
4. Administration Expenses Payment of up to $6,250.00; and
5. Allocation of $25,000.00 to PAGA penalties, seventy-five percent (75%) of which ($18,750.00) will be paid to the Labor and Workforce Development Agency ("LWDA"), and twenty-five percent (25%) of which ($6,250.00) will be paid to all persons currently or formerly employed by Defendant as an hourly-paid non-exempt employee in California ("Aggrieved Employees") at any time during the period from February 16, 2023 to January 17, 2026 ("PAGA Period").

The Settlement meets all criteria for preliminary approval and falls within the range of reasonableness given the risks and expenses of further litigation. The Settlement was reached through informed, arm's length bargaining between experienced attorneys with the assistance of an experienced neutral. As such, Plaintiffs request that the Court grant preliminary approval of the

Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiffs as the Class Representatives, appoint Plaintiffs' Counsel as Class Counsel, appoint ILYM Group, Inc. ("ILYM") as the Administrator, authorize the Administrator to administer notice of the Settlement to the Class, and set a final approval hearing date.

II. PROCEDURAL HISTORY

On January 29, 2024, Plaintiff Jimenez filed this putative class action against Defendant alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices ("Jimenez Action"). Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Yslas Decl.") at ¶ 3.

On February 16, 2024, Plaintiff Jimenez provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. Yslas Decl. at ¶ 4, Exhibit 1. The LWDA did not notify Plaintiff Jimenez that it intended to investigate within 65 days of this written notice. *Id*. Therefore, on April 25, 2024, Plaintiff Jimenez filed a First Amended Complaint in this Class Action adding a cause of action for civil penalties under PAGA. *Id.* at ¶ 4.

On May 13, 2024, Plaintiff Albizures filed an action alleging wage and hour violations against Defendant and US 1 Logistics LLC captioned *Gilda Albizures v. US 1 Logistics LLC and PRP Logistics, LLC*, Case No. STK-CV-UOE-2024-0005674 and pending in Superior Court of the State of California, County of San Joaquin. ("Albizures Action (Class)") *Id.* at ¶ 5.

On July 18, 2024, Plaintiff Albizures filed an action alleging wage and hour violations against Defendant, US 1 Logistics LLC, and Niagara Bottling, LLC captioned *Gilda Albizures v. PRP Logistics, LLC, US 1 Logistics LLC, and Niagara Bottling, LLC*, Case No. STK-CV-UOE-2024-0008481 and pending in Superior Court of the State of California, County of San Joaquin. ("Albizures Action (PAGA)") *Id.* at ¶ 6.

On March 13, 2024, Plaintiff Allen filed an action alleging wage and hour violations against

Defendant captioned *David Allen v. PRP Logistics, LLC*, Case No. CIVSB2408398 and pending in the Superior Court of the State of California, County of San Bernardino. ("Allen Action (Class)") *Id.* at ¶ 7; Declaration of Marcus J. Bradley in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Bradley Decl.") at ¶ 12. On the same date, Plaintiff Allen provided written notice to the LWDA and Defendant of the provisions of the Labor Code he contends were violated and the theories supporting his contentions. Bradley Decl. at ¶ 12. As of May 17, 2024, the LWDA had not taken any action to investigate or prosecute the matters alleged in Plaintiff Allen's notice. *Id*. at ¶ 13.

On June 20, 2024, Plaintiff Allen filed an Action alleging wage and hour violations against Defendant captioned *David Allen v. PRP Logistics, LLC*, Case No. CIVSB2419717 and pending in the Superior Court of the State of California, County of San Bernardino. ("Allen Action (PAGA)") Yslas Decl. at ¶ 8; Bradley Decl. at ¶ 14. The Allen Action (Class) and Allen Action (PAGA) are currently stayed pending approval of the Settlement, and Plaintiff Allen will dismiss them upon final approval. Bradley Decl. at ¶ 16.

On December 23, 2024, the Court issued an Order relating the Jimenez Action, the Albizures Action (Class), and the Albizures Action (PAGA), and assigning them to Department 10C. Yslas Decl. at ¶ 9.

On September 9, 2025, the Parties participated in a private full-day mediation with Monique Ngo-Bonnici, in which Plaintiffs Vicente Jimenez, Gilda Albizures, David Allen, and Tyree Brown all contributed—and were necessary parties—to reach a settlement. *Id.* at ¶ 10; Bradley Decl. at ¶ 15. The mediation did not immediately result in a resolution. Yslas Decl. at ¶ 10. The Parties continued to have settlement discussions with Defendant—facilitated by Monique Ngo-Bonnici—over the next several months, which resulted in a mediator's proposal issued on November 18, 2025. *Id.* The mediator's proposal was accepted by all Parties later that day, and the settlement agreement was fully executed on September 9, 2026. *Id.* at ¶¶ 10-11, Exhibit 2. On _____, Plaintiffs submitted a copy of the Settlement Agreement to the LWDA. *Id.* at ¶ 12, Exhibit 3.

On September 30, 2026, Counsel for Plaintiff Jimenez sent a proposed Second Amended Complaint to Counsel for Defendant to include all the Plaintiffs and allegations and causes of

actions in the Albizures Action (Class), Albizures Action (PAGA), Allen Action (Class), and Allen Action (PAGA), along with a Joint Stipulation for Leave to File the same, aiming to consolidate all allegations and causes of action in the Plaintiffs' separately filed Actions. *Id.* at ¶ 12. However, Counsel for Defendant did not respond with any feedback and did not authorize Plaintiff Jimenez to file the Joint Stipulation for Leave to File the Second Amended Complaint. *Id.* Thus, in order to comply with the Court's request that the Motion for Preliminary Approval be filed as soon as possible, Plaintiffs have decided to continue with filing.

III. SUMMARY OF THE SETTLEMENT TERMS

A. Terms of the Proposed Settlement

The Parties have agreed to settle the claims alleged in this case for a Gross Settlement Amount of $725,000.00. Settlement Agreement at § 3.1. Subject to Court approval, the following payments will be deducted from the Gross Settlement Amount: (1) Class Representative Service Payments of up to $10,000.00 to each named Plaintiff ($40,000.00 total); (2) attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (currently $241,666.67) and reimbursement of litigation costs of up to $37,500.00 to Plaintiffs' Counsel; (3) costs of settlement administration of up to $6,250.00 to ILYM; and (4) PAGA Penalties in the amount of $25,000.00, which will be allocated 75% to the LWDA ($18,750.00) and 25% to Aggrieved Employees ($6,250.00). *Id.* at § 3.2 *et seq*. After all requested deductions are made, the remaining Net Settlement Amount, which will be distributed to Participating Class Members as Individual Class Payments, is currently estimated to be $374,583.33.

Individual Class Payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. *Id*. at § 3.2.4. For tax purposes, the Individual Class Payments will be allocated 20% to wages and 80% to interest and penalties. *Id*. at § 3.2.4.1. Defendant will separately pay employer payroll taxes owed on the wage portions of the individual class payments separate from the Gross Settlement Amount. *Id*. at § 3.1.

Individual PAGA Payments to Aggrieved Employees will be calculated by (a) dividing the

amount of the Aggrieved Employees' 25% share of PAGA Penalties ($6,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. *Id*. at § 3.2.5.1. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. *Id*.

Any deductions not approved by the Court will be retained by the Settlement Administrator in the Net Settlement Amount. *Id.* at §§ 3.2.1, 3.2.2, 3.2.3, 3.2.5. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). *Id.* at § 4.3.3. None of the Gross Settlement Amount will revert to Defendant. *Id*. at § 3.1.

Defendant will fund the Gross Settlement Amount in six (6) monthly payments, with the first payment due thirty (30) days after the Effective Date. The first five (5) payments will each be $120,833.33, and the sixth and final payment will be $120,833.35 (plus the amounts necessary to fully pay Defendant's employer-side payroll taxes), so that the payments total the full $725,000.00 Gross Settlement Amount. *Id.* at §§ 1.23, 4.2. Defendant has represented that there are approximately 12,523 workweeks from August 4, 2019 to November 18, 2025. If the actual number of workweeks increases by more than ten percent (10%), Defendant has the option of either increasing the Gross Settlement Amount by the percentage increase above ten percent (10%) or rolling back the end of the release period to the date on which 13,775 workweeks is reached. *Id.* at § 8. If the number of valid Requests for Exclusion exceeds seven and one-half percent (7.5%) of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. *Id.* at § 9.

B. Proposed Settlement Administration

The Parties' proposed Class Notice complies with the requirements of California Rules of Court, Rule 3.766(d). *See* Exhibit A to Settlement Agreement. It provides information regarding

the nature of this lawsuit, a summary of the settlement terms, the formula used for calculating individual class and PAGA payments and instructions to dispute the calculations, instructions on how to opt-out of or object to the Settlement, the date, time, and location of the final approval hearing, and the amounts sought for the class representative service payments, attorneys' fees and litigation costs, and settlement administration costs. *See generally, id*. The Class Notice also notifies Class Members that they do not need to submit a claim in order to participate in the Settlement and receive a payment. *See id*. The Administrator will mail Class Members the Class Notice by first-class mail, after updating Class Member addresses through the National Change of Address database. Settlement Agreement at §§ 1.16, 7.4.2. ILYM's bid also includes a certified Spanish translation of the Class Notice. Yslas Decl. at ¶ 40, Exhibit 4.

If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail the Class Notice within three (3) business days to the forwarding address provided by the U.S. Postal Service. Settlement Agreement at § 7.4.3. If no forwarding address is provided, the Settlement Administrator will conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. *Id.* The deadline to opt-out of the Settlement or to submit an objection or dispute will be extended by fourteen (14) days for all Class Members whose Class Notice was remailed. *Id*. at §7.4.4.

C. Proposed Release

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

Release by Participating Class Members:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and causes of action arising during the Class Period that were alleged in the operative complaints in the Actions and the anticipated SAC in the Jimenez Action, or reasonably could have been alleged based on the facts and allegations contained in the operative complaints in the Actions and the anticipated SAC in the Jimenez Action ("Released Class Claims"). Except as set forth in the Aggrieved Employees' Released PAGA Claims, provided for herein, Participating Class Members do

not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Settlement Agreement at § 5.2.

Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims and causes of action for civil penalties, costs, interest, attorneys' fees, and expenses pursuant to PAGA arising during the PAGA Period that were alleged in the operative complaints in the Actions, the anticipated SAC in the Jimenez Action, and/or the PAGA Notices or reasonably could have been alleged based on the facts and allegations contained in the operative complaints in the Actions, the anticipated SAC in the Jimenez Action, and/or the PAGA Notices ("Released PAGA Claims").

Settlement Agreement at § 5.3.

Only Plaintiffs will agree to a general release and a waiver of Civil Code § 1542. Settlement Agreement at §§ 5.1, 5.1.1.

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

A. Provisional Certification of the Class is Appropriate

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

1. The Proposed Class is Numerous and Ascertainable

"Ascertainability" is determined by examining the class definition and the size of the class and may also involve examining the means available to identify class members. *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-981, 985-986 (2019). As the settlement eliminates the need for

trial, "the case management issues inherent in the ascertainable class determination need not be confronted." *Global Minerals*, 113 Cal.App.4th at 859. Further, under California law, there is no minimum number of class members for maintenance of a class action. *Hendershot v. Ready to Roll Transp., Inc.*, 228 Cal.App.4th 1213, 1222 (2014). Class sizes as small as 10 have been permitted. *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981), disapproved on other grounds by *Noel*, 7 Cal.5th at 986.

The Class here consists of all persons currently or formerly employed by Defendant as an hourly-paid non-exempt employee in California at any time during the Class Period. *See* Settlement Agreement at §§ 1.10, 1.17. The Class is also readily ascertainable from Defendant's business records, because all Class Members are or were employees of Defendant. *Id*. Defendant's records show there are approximately 338 Class Members, making joinder of all Class Members impracticable. Yslas Decl. at ¶ 14.

2. A Well-Defined Community of Interest Exists

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

a. Common Questions Predominate

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

Plaintiffs have alleged that Defendant maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. Yslas Decl. at ¶ 15. These allegations present common factual

and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members are entitled to damages and/or penalties. *Id*. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendant's designated representative(s), and Class Members' testimony. *Id*. Therefore, the Court can and should exercise its discretion to grant conditional class certification for settlement purposes.

b. *Plaintiffs are Typical of the Class*

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

Plaintiffs have alleged that they and Class Members were employed by the same Defendant and injured by Defendant's common wage and hour policies and practices, including Defendant's scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies. *See* Yslas Decl. at ¶ 15. Through informal discovery, Plaintiffs' Counsel obtained Defendant's written wage-and-hour policies, employee handbooks, job descriptions, and time and payroll records for the Class. Yslas Decl. at ¶ 13. An analysis of a sampling of those records showed a 94.1% meal period violation rate, which is consistent with Plaintiffs' allegations that the challenged policies and practices applied to Plaintiffs and Class Members alike. *Id.* at ¶ 18. Therefore, Plaintiffs' claims and Class Members' claims arise from the same challenged employment policies and practices and are based on the same legal theories. Plaintiffs Albizures and Allen likewise attest that the wage and hour violations they experienced were the product of the same company-wide policies and practices that affected other non-exempt employees. Declaration of Plaintiff Gilda Albizures in

Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Albizures Decl.") at ¶¶ 5, 7; Declaration of Plaintiff David Allen in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Allen Decl.") at ¶¶ 4-6.

c. *Plaintiffs and Plaintiffs' Counsel Will Adequately Represent the Class*

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

Plaintiffs' interests are coextensive with Class Members' interests. Declaration of Vicente Jimenez in Support of Plaintiffs' MPA ("Jimenez Decl.") at ¶ 6, Declaration of Tyree Brown in Support of Plaintiffs' MPA ("Brown Decl.") at ¶ 6; Albizures Decl. at ¶¶ 6-7; Allen Decl. at ¶¶ 7, 24; Bradley Decl. at ¶ 17. Plaintiffs have demonstrated an ability to advocate for the interests of Class Members by initiating this lawsuit, providing information to their attorneys, meeting with their attorneys regarding the claims, making themselves available the day of mediation to answer questions, and reviewing the proposed Settlement. Jimenez Decl. at ¶ 11; Brown Decl. at ¶ 11; Albizures Decl. at ¶ 8; Allen Decl. at ¶¶ 8-10, 14-21; Bradley Decl. at ¶ 18.

Likewise, Wilshire Law Firm, PLC, Aegis Law Firm, PC, and Bradley/Grombacher LLP have expended considerable time and effort on this case and will continue to do so through final approval. *See generally*, Yslas Decl.; Bradley Decl.; Declaration of Carolyn M. Bell in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Bell Decl."). Wilshire Law Firm, PLC has no actual or potential conflicts of interest with Class Members or the proposed Administrator. Yslas Decl. at ¶ 37. Wilshire Law Firm, PLC, Aegis Law Firm, PC, and Bradley/Grombacher LLP have a Joint Prosecution Agreement, and Plaintiffs signed Client Consent Forms. *Id*. at ¶ 39. Therefore, Plaintiffs should be appointed Class Representatives, and their counsel should be appointed Class Counsel.

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

Courts have held that class treatment of wage and hour claims is clearly "superior to the other available methods for the fair and efficient adjudication of the controversy." *Dean Witter Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 772-773 (1989). This is so because "[p]ublic policy has long favored the 'full and prompt payment of wages due an employee.'" *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, a class action is superior to a multitude of individual lawsuits. Given the size and amount of each Class Member's claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweigh any potential recovery. Yslas Decl. at ¶ 14. Therefore, a class action is the superior method for seeking relief.

B. The Settlement Meets the Standards for Preliminary Approval

The moving party must demonstrate that "the settlement is fair, adequate and reasonable." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 126 (2008). "In determining whether a class settlement is fair, adequate, and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Wershba*, 91 Cal.App.4th at 244-245 (internal quotations and citations omitted).

1. The Settlement is Entitled to a Presumption of Fairness

A settlement is entitled to "a presumption of fairness . . . where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). The Settlement here satisfies the first three factors. Plaintiffs will analyze the fourth factor at final approval after Class Members have been notified of the Settlement and provided with an

opportunity to object.

a. *The Settlement is the Result of Arm's Length Negotiation*

Courts have recognized that the involvement of a respected mediator provides a high degree of assurance that the settlement is the result of arm's length bargaining. *See Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 52-53 (2008). The Settlement in this matter was the product of a full-day mediation session with a respected mediator and continued negotiations conducted through the mediator. Yslas Decl. at ¶ 10; Bradley Decl. at ¶ 15. The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their clients. Yslas Decl. at ¶ 10.

b. *Sufficient Investigation and Discovery Have Been Conducted*

Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims, applicable law, and potential defenses. Yslas Decl. at ¶ 13. Plaintiffs' Counsel assessed the value to the class claims using the data and documents that Defendant produced in informal discovery, including class data providing the number of Class Members, the number of workweeks in the Class Period, and the number of pay periods in the PAGA Period, Plaintiffs' personnel files and documents concerning Plaintiffs, Defendant's employee handbooks, Defendant's written wage-and-hour policies, job descriptions, and a random sampling of time and payroll records. *Id.* Plaintiffs' Counsel engaged an expert consultant to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim meriting reductions in the likely success at class certification and likely recovery at trial. *Id*.

c. *Plaintiffs' Counsel is Experienced in Similar Litigation*

Plaintiffs are represented by Wilshire Law Firm, PLC, Aegis Law Firm, PC, and Bradley/Grombacher LLP. Yslas Decl. at ¶ 26; Bell Decl. at ¶¶ 1, 3. Plaintiffs' Counsel has extensive experience litigating wage and hour class actions on behalf of employees. *See id.* at ¶¶ 26-36; Bradley Decl. at ¶¶ 2-11; Bell Decl. at ¶¶ 3-10. Plaintiffs' Counsel has been involved as counsel in numerous class actions that have resulted in millions of dollars in recovery. *See* Yslas Decl. at ¶ 31; Bradley Decl. at ¶ 4; Bell Decl. at ¶¶ 4-5. Counsel for Plaintiff Allen has reviewed Plaintiffs' Counsel's analysis of the Settlement and, based on his experience and knowledge of the

claims asserted in the Allen Action (Class) and Allen Action (PAGA), believes the Settlement is fair, reasonable, and adequate, and in the best interests of the Class Members. Bradley Decl. at ¶ 16.

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

A settlement does not have to provide 100% of the damages sought to be considered fair and reasonable. *See Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1991). Although the exposure Plaintiffs' Counsel calculated is substantial, the various risks at succeeding at class certification and through trial affected the valuation of the claims for settlement purposes. Yslas Decl. at ¶ 16.

Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage claims were based on the allegation that Defendant required Class Members to perform work duties while off the clock, without compensation. Yslas Decl. at ¶ 17. For example, Plaintiffs alleged that Defendant required them and other Class Members to perform work before clocking in to prepare for shifts, during meal periods, and after clocking out. Specifically, Plaintiffs and other Class Members alleged they were unable to clock in upon arrival during preparation for shifts, were regularly interrupted during meal periods and required to carry their walkie-talkies, and were required to perform work tasks after clocking out to complete cleaning or closing. *Id*. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiffs and the Class, Plaintiffs' Counsel assumed that all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated that Defendant is liable for one (1) hour of unpaid worktime per workweek. *Id*. This results in potential exposure for this claim of approximately $458,529.65 (12,523 workweeks x $24.41 average hourly rate of pay x 1 hour/workweek x 1.5 overtime rate). Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendant's time and payroll records, the risk of succeeding at class certification and trial was substantial. Accordingly, Plaintiffs' Counsel applied a risk discount based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately $73,364.74 ($458,529.65 x

40% x 40%). *Id*.

Meal Periods: Plaintiffs' meal period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant meal periods or pay meal period premiums in lieu thereof. Yslas Decl. at ¶ 18. For example, Plaintiffs alleged that Defendant required them and other Class Members to monitor their walkie-talkies during meal periods which regularly caused interrupted and short meal periods due to work demands. *Id*. Additionally, Plaintiffs' Counsel's consultant determined there was a 94.1% meal period violation rate from the sampling of Defendant's time and payroll records, where meal periods were short, late, or missed. *Id*. Therefore, potential liability for the meal period claim is approximately $1,245,790.62 (54,236 shifts over 5 hours x $24.41 average hourly rate x 94.1% violation rate). *Id*. After taking into account the difficulty of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks merit and that a 94.1% violation rate is unrealistic, Plaintiffs' Counsel discounted this figure based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately $199,326.50 ($1,245,790.62 x 40% x 40%). *Id*.

Rest Periods: Plaintiffs' rest period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. Yslas Decl. at ¶ 19. For example, Plaintiffs alleged that Defendant required them and other Class Members to monitor their walkie-talkies during rest periods which regularly caused interruptions and short rest periods. *Id*. Based on Plaintiffs' allegations and Plaintiffs' and other Class Members' experience working for Defendant, Plaintiffs' Counsel applied a 100% violation rate to all qualifying shifts during the Class Period. Therefore, Defendant's potential liability for the rest period claim is approximately $1,347,212.31 (55,191 shifts of 3.5 hours or longer x $24.41 average hourly rate x 100% violation rate). However, Plaintiffs' Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. *Id*. Because this claim would have relied exclusively on Class Member testimony, Plaintiffs' Counsel discounted this claim based on a 40% chance of succeeding

at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately $215,553.97 ($1,347,212.31 x 40% x 40%). *Id*.

Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant, such as mandatory use of personal cell phones for work purposes. Yslas Decl. at ¶ 20. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiffs and the Class, Plaintiffs' Counsel estimated that Defendant was liable to each Class Member for $12.50 per workweek in unreimbursed expenses, for a total amount of approximately $156,537.50 ($12.50 x 12,523 workweeks). *Id*. However, Defendant argued that these expenses were not required by Defendant, and that it could not have known that these expenses were being incurred. *Id*. Accordingly, Plaintiffs' Counsel discounted this claim based on a 30% chance of succeeding at class certification and a 30% chance of succeeding at trial, yielding a realistic damage estimate of approximately $14,088.38 ($156,537.50 x 30% x 30%). *Id*.

In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is approximately $3,051,532.58. Yslas Decl. at ¶ 21. However, after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiffs' Counsel estimates that Plaintiffs' realistic estimated recovery for these non-penalty wage claims is approximately $488,245.21. *Id*.

Derivative Penalties: Plaintiffs alleged that as a result of Defendant's failure to pay all wages owed, Defendant owed waiting time penalties and wage statement penalties. Yslas Decl. at ¶ 22. With respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel estimated that Defendant's maximum potential liability is approximately $3,266,529.90. *Id*. Defendant's maximum potential liability for waiting time penalties is approximately $2,352,879.90 ([270 employees x $24.41 average hourly rate of pay x 8.00 hours/day x 30 days] + [270 employees x $24.41 average hourly rate of pay x 2.6 hours of overtime/day x 1.5 overtime rate x 30 days]) based on approximately 270 formerly employed Class Members during the 3-year statute of limitations period and an average shift length of 10.6 hours. *Id*. Defendant's maximum potential liability for inaccurate wage statements is approximately $913,650.00 ([271 employees x

1 initial violation/employee x $50 for an initial violation] + [(9,272 pay periods - 271 initial violations) x $100 for each subsequent violation]) based on approximately 271 Class Members who worked during the 1-year statute of limitations period and approximately 9,272 pay periods in that statutory timeframe. *Id*. In light of the foregoing, Plaintiffs' Counsel believes that it would be unrealistic to expect the Court to award the full $3,266,529.90 in statutory penalties given Defendant's defenses, the contested nature of Plaintiffs' claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. *Id*. Considering that the underlying wage claims are realistically estimated to be approximately $488,245.21, such a disproportionate award would also raise due process concerns. *Id*. As such, Plaintiffs' counsel discounted these figures to account for the risk and uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation of approximately $141,172.79 for waiting time penalty claims ($2,352,879.90 x 30% x 20%), and approximately $54,819.00 for wage statement penalty claims ($913,650.00 x 30% x 20%), or approximately $195,991.79 total for statutory penalties. *Id.*

PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendant's potential exposure could reach $927,200.00, assuming the initial $100 penalty would apply for each of the 9,272 pay periods in the PAGA Period. Yslas Decl. at ¶ 23. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. *Id*. As such, Plaintiffs' counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately $92,720.00 for PAGA penalties ($927,200.00 x 10%). *Id*. The settlement allocates $25,000.00 of the Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 3.4% of the Gross Settlement Amount and approximately 27% of the realistic PAGA allocation estimate for PAGA penalties ($25,000.00 / $92,720.00). *Id.*

Using these estimated figures, Plaintiffs' Counsel predicted that the realistic maximum recovery for all claims, including penalties, would be approximately $791,045.38. Yslas Decl. at ¶ 24. This means that the gross settlement amount represents approximately 92% of the realistic

maximum recovery ($725,000.00 / $791,045.38). *Id*. Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. *Id*. Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. *Id*.

Based on the figures in the Settlement Agreement, the Net Settlement Amount available for class settlement payments is currently estimated to be $374,583.33 for approximately 338 Class Members. Yslas Decl. at ¶ 25. As a result, each Settlement Class Member would be eligible to receive an average net benefit of approximately $1,108.23. *Id*. Based on the estimated Net Settlement Amount available for individual class payments and there being approximately 12,523 workweeks in the Class Period, the estimated weekly valuation for Individual Class Payments is $29.91 ($374,583.33/ 12,523 workweeks). *Id*.

C. The Requested Service Payments are Reasonable

Plaintiffs seek Class Representative Service Payments of up to $10,000.00 each ($40,000.00 total) for accepting the responsibilities of representing the interests of the Class and potential costs that were not borne by any other Class Member. Settlement Agreement at § 3.2.1. A named plaintiff is eligible for payment that reasonably compensates the plaintiff for undertaking and fulfilling a fiduciary duty to represent absent class members. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380, 1393 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004).

Throughout this case, Plaintiffs assisted counsel in providing information necessary to prosecute the claims, meeting with counsel regarding the claims, maintaining regular contact with counsel, making themselves available the day of mediation to answer questions, and reviewing the Settlement to ensure it was fair to the Class. Jimenez Decl. at ¶ 11; Brown Decl. at ¶ 11; Albizures Decl. at ¶¶ 8-9; Allen Decl. at ¶¶ 14-20, 26-27; Bradley Decl. at ¶¶ 18-19. Plaintiff Allen, for example, estimates that he has spent approximately 30 to 35 hours working with his attorneys on this case, and he accepted the risk of an adverse cost award and potential harm to his future employment prospects by serving as a class representative. Allen Decl. at ¶¶ 11-12, 25-26. Plaintiffs also agreed to a general release of all claims, including a waiver of Civil Code § 1542,

which is broader than the release given by Class Members. Settlement Agreement at §§ 5.1, 5.1.1; Allen Decl. at ¶ 30; Bradley Decl. at ¶ 19. No action would likely have been taken by Class Members individually and no compensation would have been recovered for them, but for Plaintiffs' services on behalf of the Class. By actively pursuing this action, Plaintiffs furthered the California public policy goal of enforcing the State's wage-and-hour laws. *See Sav-On*, 34 Cal.4th at 340. The requested Class Representative Service Payments are reasonable and should be preliminarily approved. Plaintiffs have provided declarations regarding their work performed to date and will provide additional information as requested or required by the Court at final approval.

D. The Requested Attorneys' Fees and Costs Are Reasonable

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

Plaintiffs seek appointment of Wilshire Law Firm, PLC, Aegis Law Firm, PC, and Bradley/Grombacher LLP as Class Counsel. The attorneys performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment. Yslas Decl. at ¶ 26; Bell Decl. at ¶ 11. Plaintiffs' Counsel seeks preliminary approval for up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees, currently estimated to be $241,666.67, and up to $37,500.00 in reimbursement of litigation costs. Given the work performed in this matter, the extensive information exchange, and the substantial recovery obtained on behalf of the Class, Plaintiffs' Counsel achieved a settlement through efficient and diligent work. *See generally*, Yslas Decl. At final approval, Plaintiffs' Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs. Bell Decl. at ¶ 12.

E. The Administration Costs Are Reasonable

The Parties have agreed upon using ILYM to administer this Settlement. Settlement Agreement at §§ 1.7, 7.1. Plaintiffs' Counsel sought bids from three (3) administrators, and the

Parties selected the lowest-cost bid, which was from ILYM. Yslas Decl. at ¶ 40. Plaintiffs seek preliminary approval of $6,250.00 for ILYM to administer this Settlement pursuant to ILYM's bid. *See* Yslas Decl. at ¶ 40, Exhibit 4. The services covered by this payment are extensive and necessary to carry out the Settlement administration. ILYM's bid covers, among other things, setup and programming of the class database, certified Spanish translation of the Class Notice, address updates, mailing and re-mailing of the Class Notice, a toll-free customer service line, processing of returned mail, opt-outs, disputes, and objections, distribution of settlement payments, tax reporting and filings, and final reporting and declaration. Yslas Decl. at ¶ 40, Exhibit 4.

V. CONCLUSION

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

Respectfully submitted,

Dated: October 26, 2026

WILSHIRE LAW FIRM, PLC

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