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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE – HISTORIC COURT HOUSE**

JOSE E. VIDAL and JENTILLA CALLAS,
individuals, on behalf of themselves and
others similarly situated,

Plaintiffs,

vs.

SOUTH COAST WINERY, INC., a
California stock corporation; CARTER
HOSPITALITY GROUP, LLC, a Florida
Limited Liability Company; CARTER
ESTATE WINERY AND RESORT, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2406840

CLASS ACTION

Assigned for All Purposes To:

Hon. Harold W. Hopp

Dept. 1

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

Date: October 21, 2026

Time: 8:30 a.m.

Dept.: 1

Reservation ID: 304963898323

Complaint Filed: February 13, 2024

First Amended Complaint Filed: April 17, 2024

Second Amended Complaint Filed: July 30, 2026

Trial Date: None Set

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Attorneys for Plaintiff JENTILA CALLAS

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

3 **PLEASE TAKE NOTICE THAT** on October 21, 2026, at 8:30 a.m. or as soon
4 thereafter as the matter may be heard, in Department 1 of the Riverside County Superior Court,
5 located at 4050 Main Street Riverside, CA 92501, Plaintiffs JOSE E. VIDAL and
6 JENTILA CALLAS (“Plaintiffs”) on behalf of themselves and other similarly situated
7 employees of Defendants CARTER HOSPITALITY GROUP, LLC, CARTER ESTATE
8 WINERY AND RESORT, LLC, AND SOUTH COAST WINERY, INC. (“Defendants”)
9 (collectively, “the Parties”), will and hereby does move this Court pursuant to California Code
10 of Civil Procedure § 382 and California Rule of Court 3.769 for an order as proposed:

- 11 1. Conditionally certify, for settlement purposes only, a Class consisting of all non-
12 exempt hourly employees, including Plaintiffs, who worked for Defendants in
13 California during the Class Period;
- 14 2. Appoint Alvin B. Lindsay, Enoch J. Kim, and Marta Manus of D.Law, Inc., and
15 Zachary Crosner, Jamie Serb, and Brandon Brouillette, of Crosner Legal, P.C. as
16 Class Counsel;
- 17 3. Appoint Plaintiffs Jose E. Vidal and Jentila Callas as the Class Representatives;
- 18 4. Order preliminary approval of the proposed Settlement on a class-wide basis,
19 order directing that the Class Notice to be given to the Class, and set a hearing
20 for final review of the proposed Settlement;
- 21 5. Approve Phoenix Class Action Administration Solutions as the Administrator to
22 handle the Class Notice and claims administration procedures as set forth in its
23 proposal; and
- 24 6. Approve the proposed allocation of civil penalties pursuant to the Private
25 Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et. seq.*

26 The Motion will be based on this Notice of Motion, the Memorandum of Points and
27 Authorities, the Declarations of Plaintiffs’ Counsel and exhibits thereto, Declaration of
28

1 Plaintiffs and exhibits thereto, and on such oral and documentary evidence as may be presented
2 at the hearing of the Motion.

3
4 Dated: September 24, 2026

D.LAW, INC.,

5
6 By: 

7 Enoch J. Kim, Esq.
8 Marta Manus, Esq.
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Jose E. Vidal and Jentila Callas (“Plaintiffs” or “Class Representatives”), on
4 behalf of themselves and a Class defined as all persons employed by Defendants Carter
5 Hospitality Group, LLC, Carter Estate Winery and Resort, LLC, and South Coast Winery, Inc.
6 (“Defendants”) (collectively the “Parties”), in California and classified as a non-exempt
7 employee who worked for Defendant during at any time from June 28, 2022, through December
8 31, 2025, (the “Class Period”), seeks preliminary approval of the Parties’ Class Action and
9 PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).¹ The Settlement
10 provides for a non-reversionary Gross Settlement Amount of \$575,000 on behalf of
11 approximately 645 Class Members in compromise of disputed claims for unpaid wages and
12 penalties, as well as civil penalties pursuant to the Private Attorneys General Act of 2004
13 (“PAGA”), Labor Code section 2698, *et seq.*

14 This Court should grant this Motion for the following reasons: (1) the Class meets the
15 requirements for conditional class certification for settlement purposes only under of Code of
16 Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all
17 indicia for fairness, reasonableness, and adequacy; (3) Plaintiffs are well-suited to serve as an
18 adequate Class Representatives; (4) Plaintiffs’ attorneys are experienced and well-qualified to
19 serve as Class Counsel; (5) the proposed Class Notice procedures fully comport with due process
20 and adequately apprise Class Members of their rights; (6) a final fairness hearing must be
21 scheduled to allow Class Members an opportunity to be heard regarding the Settlement and to
22 give it finality; and (7) the proposed \$50,000 allocation of PAGA Penalties in the Settlement is
23 substantial and falls within the range of reasonableness.

24 Accordingly, for the reasons detailed below, Plaintiffs respectfully requests that the Court
25 grant this Motion in its entirety and preliminarily approve the Parties’ good faith Settlement.

26
27
28 ¹ All capitalized words are defined in the Class Action and PAGA Settlement Agreement, attached as
Exhibit 1 to the Declaration of Marta Manus, filed herewith, and those definitions are incorporated by
reference herein.

II. RELEVANT BACKGROUND

A. Procedural History

On February 12, 2024, Plaintiff Vidal commenced this Action by filing a Complaint alleging causes of action against Defendants for: (1) Failure to Pay Minimum Wages and Secret Under Payment of Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (9) Failure to Maintain Records Required Under Labor Code §§ 1174, 1774.5; (10) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; and (11) Violation of Business and Professions Code § 17200 *et seq.* (Declaration of Marta Manus [“Manus Decl.”], ¶ 3, filed herewith.)

On the same day, February 12, 2024, Plaintiff Vidal gave timely notice to the LWDA and Defendants that Plaintiff Jose E. Vidal intended to proceed with a representative action under PAGA (LWDA-CM-1010496-24) pursuant to Labor Code § 2699.3, subd.(a). On April 30, 2024, Plaintiff Vidal filed First Amended Complaint, which added claims for Civil Penalties under Labor Code § 2698, *et seq.* On April 30, 2024, Plaintiff Vidal filed a First Amended Complaint adding a claim for civil penalties under PAGA. (*Id.* at ¶ 4.)

On February 21, 2024, Plaintiff Callas filed a representative action under the PAGA entitled Jenita Callas v. Carter Hospitality Group, LLC in Riverside County Superior Court (Case No. CVRI2400874) and alleged the same wage and hour violations. On November 30, 2023, Plaintiff gave timely notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-997045-23) pursuant to Labor Code § 2699.3, subd.(a). (*Id.* at ¶ 5.)

On November 27, 2024, Plaintiffs and their counsel executed a Joint Prosecution and Fee Cost Sharing (“JPA”) to collectively represent the Plaintiffs in the prosecution and litigation. All Parties subsequently agreed to mediate the Plaintiffs’ Class and PAGA claims. (*Id.* at ¶ 6.)

On July 30, 2026, per stipulation of the Parties, and as part of the terms of the Settlement, Plaintiff Vidal filed a Second Amended Class Action Consolidated Complaint (“SAC”) in this

1 action to add all claims alleged in the Callas Action, and Plaintiffs Jose E. Vidal and Jentilla
2 Callas as named Plaintiffs. The SAC is the operative complaint in the Action (the “Operative
3 Complaint”), and includes the following cause of action: (1) Failure to Pay Minimum Wages
4 and Secret Under Payment of Wages; (2) Failure to Pay Wages and Overtime Under Labor Code
5 § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under
6 Labor Code § 226.7; (5) Violation of Labor Code § 226; (6) Violation of Labor Code § 221; (7)
7 Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (9) Failure to Maintain
8 Records Required Under Labor Code §§ 1174, 1774.5; (10) Failure to Reimburse Necessary
9 Business Expenses under Labor Code § 2802; (11) Violation of Business and Professions Code §
10 17200 *et seq.*; and (12) Penalties under PAGA, Labor Code § 2698, *et seq.* (Manus Decl., ¶ 7.)

11 Plaintiffs contend that Defendant violated California’s wage and hour laws by failing to
12 pay all wages due including all minimum wages and overtime wages, failing to provide all meal
13 periods and rest periods, failing to provide all legally compliant meal and rest periods, failing to
14 fully reimburse work expenses, failing to provide compliant and accurate itemized wage
15 statements, failing to timely pay all wages due upon separation of employment and thereby also
16 violating California Business & Professions Code section 17200, *et seq.*, and incurring penalties
17 under PAGA. (*Id.* at ¶ 8.)

18 Defendants deny the allegations in the Operative Complaint and PAGA Notice, denied
19 any failure to comply with the laws identified in the Operative Complaint and PAGA Notice, and
20 denies all liability for the cause of action, claims and violations alleged. (*Id.* at ¶ 9.)

21 ***B. Mediation***

22 On April 30, 2025, the Parties participated in a mediation presided over by respected
23 wage and hour mediator Honorable Howard Broadman (Ret.), an experienced mediator.
24 Recognizing the burdens and risk of continuing with the litigation, the parties were able to reach
25 an agreement on general settlement terms to resolve the Action through a mediator’s proposal
26 (Manus Decl., ¶ 10.)

27 To settle the Action and Released Claims, Defendant agrees to pay the Gross Settlement
28 Amount of \$575,000, exclusive of the employer’s portion of payroll taxes and fees (i.e.

Defendant will pay the employer-side payroll taxes on the wages portion separately from the Gross Settlement Amount). It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. The Gross Settlement Amount represents approximately 68% of the calculated exposure for the underlying Labor Code claims calculated by Plaintiffs and approximately 62% of the overall case value including PAGA penalties, which demonstrates that the settlement is fair and reasonable. The Settlement represents a fair and reasonable recovery as set forth in the Declaration of Marta Manus. (Manus Decl., ¶¶ 12, 39.)

C. Settlement Agreement and Accompanying Documents

The Class Action and PAGA Settlement Agreement is attached to the Declaration of Marta Manus as Exhibit 1 with the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached thereto as Exhibit A. The Settlement proposes the following Class: all non-exempt hourly employees, including Plaintiffs, who worked for Defendants in California during the Class Period. It shall be an opt-out class, with no claim form required to participate. (Manus Decl., ¶¶ 11, 17, Ex. 1, ¶ 1.5.)

There are approximately 53,470 Workweeks in the Class Period, resulting in a recovery of an estimated \$5.25 per workweek (estimated Net Settlement Amount² of \$280,833 divided by 53,470 workweeks). Each Class Member will receive an *average* Individual Settlement Award of approximately \$435.40 (Net Settlement Amount of \$280,833 divided by 645 Class Members), with the *highest* estimated Individual Settlement Award of approximately \$960.75 (total weeks in the Class Period (183) multiplied by \$5.25). (Manus Decl., ¶ 13.)

Additional proposed disbursements are as follows:

Class Counsel Fees Payment	Up to \$191,667 (1/3 of Gross Settlement Amount), subject to Court approval
Class Counsel Litigation Expenses Payment for actual expenses incurred in litigation the Action	Actual Litigation Expenses verified by Class Counsel and approved by the Court (currently estimated not to exceed \$25,000)

² The Net Settlement Amount means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payments, the Administration Expenses, Individual PAGA Payments, and the LWDA PAGA Payment . (Ex. 1, ¶ 1.28.)

Administration Costs	Not to exceed \$12,500
Class Representative Enhancement Award	\$10,000 to Plaintiff Vidal and \$5,000 to Plaintiff Callas (\$15,000 total)
PAGA Penalties	\$50,000 (\$37,500 to LWDA; \$12,500 to Aggrieved Employees)

(*Id.* at ¶ 13.)

The Parties have agreed on Phoenix Class Action Administration Solutions (“Phoenix”) as the Administrator and respectfully request that this Court appoint Phoenix to handle the Class Notice and claims administration procedures, including posting the Judgment on its website. The Parties have confirmed that the Class Notice will be translated into Spanish. (Manus Decl., ¶¶ 14-15; **Exhibit 2** to the Manus Decl. [Declaration of Jodey Lawrence of Phoenix, ¶ 21.])

D. The Proposed Class Notice Provides Adequate Notice to the Class Members

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

The proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the settlement. It will notify all Class Members of the terms of the settlement, of its effect on their rights, of their options as Class Members (i.e., participate, object, opt-out, and dispute work weeks), and procedures for exercising those options. (Manus Decl. ¶ 41; *see* Class Notice, Exhibit A to Exhibit 1 thereto).

The standard for determining the adequacy of notice is whether it has “a reasonable chance of reaching a substantial percentage of the class members.” *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. Here, the Class Notice will be sent via first-class mail to each Class Members at their addresses from Defendants records. (Manus Decl., ¶ 41, Ex. 1, ¶ 7.4.2.) If any Class Notices are returned undeliverable without a forwarding address, the Administrator will use the national change of address database and perform a skip trace to locate the Class

1 Member and mail a new Notice to the correct address. (*Id.* at ¶ 7.4.3.)

2 The Class Notice should be approved as the best and most practicable way to ensure the
3 greatest possible number of Class Members will receive notice. Plaintiff respectfully requests
4 that this Court approve the Class Notice to be disseminated to the Class consistent with the
5 manner and timing as set forth in this Memorandum and the Parties' Settlement Agreement.
6 (Manus Decl., ¶ 43.)

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

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

20 Because the policy of favoring use of class actions is so strong, any doubts as to the
21 appropriateness of class treatment must be resolved in favor of certification, subject to later
22 modification. (*Richmond, supra*, 29 Cal.3d at pp. 473-475.) Except in extraordinary
23 circumstances, which are not present here, the trial court does not weigh the merits of the claims
24 in ruling on a motion for class certification. (*Linder, supra*, 23 Cal.4th at p. 443.)

25 Courts should apply a lesser standard of scrutiny when reviewing certification of a class
26 for settlement than when determining the propriety of class certification for litigation. (*Dunk v.*
27 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, n.19.) This reduced standard reflects the fact
28 that a class settlement foregoes further litigation and thus does not require that Plaintiff prove

1 that the class-wide prosecution of the case would be manageable at trial. (*Ibid.*)

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

3 For a class to exist, the class description must be sufficiently definite so that it is
4 administratively feasible for the court to determine whether a particular individual is a member
5 of the proposed class by reference to objective criteria. (*Clothesrigger, Inc. V. GTE Corp.* (1987)
6 191 Cal.App.3d 605, 617.) Further, the class must contain enough members that joinder of all
7 individuals is impractical. (Code Civ. Proc. § 382; see, e.g., *Hebbard v. Colgrove* (1972) 28
8 Cal.App.3d 1017, 1030 [class of 28 members held sufficient number to maintain a class action].)

9 Here, the Class definition is sufficiently specific to enable potential Class Members and
10 the Court to identify the Class Members, all of whom have indeed been identified by
11 Defendant's employment and payroll records. There are approximately 645 Class Members,
12 which is sufficient to satisfy numerosity requirements. (Manus Decl., ¶ 20, Ex.1, ¶ 8.)

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

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

24 Common questions of law and fact predominate here, as the main issues involve the
25 legality of Defendant's employment policies regarding Plaintiff's failure to pay all wages due
26 including all minimum wages and overtime wages, failure to provide all meal periods and rest
27 periods, failure to provide all legally compliant meal and rest periods, failure to fully reimburse
28 work expenses, failure to provide compliant and accurate itemized wage statements, failure to

1 timely pay all wages due upon separation of employment and alleged violations of California
2 Business & Professions Code sections 17200, *et seq.* Whether each Class Member might be
3 required to ultimately justify an individual claim does not preclude maintenance of a class action.
4 (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

5 Plaintiff asserts that these are all policy questions that are uniform and can be proven by
6 common objective evidence. The evidence to support these claims on a class wide basis consists
7 of Defendant's policies, payroll records, time records and the forms of wage statements given to
8 Defendant's non-exempt employees. (Manus Decl., ¶ 21.)

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

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

15 Here, the proposed Class Representative worked for Defendant as a non-exempt
16 employee under Defendant's uniform employment policies applicable to all non-exempt
17 employees during the Class Period, defined as the period from June 28, 2022, through December
18 31, 2025. Plaintiffs were subject to the same employment policies and practices as other Class
19 Members. (Manus Decl., ¶¶ 21-22; Declaration of Jose E. Vidal in Support of Plaintiff's Motion
20 for Preliminary Approval ("Vidal Decl."), ¶ 3, Declaration of Jentila Callas in Support of
21 Plaintiff's Motion for Preliminary Approval ("Callas Decl."), ¶ X, filed herewith.) Accordingly,
22 Plaintiff's claims are typical of those of other Class Members. (*Id.*)

23 ***D. Adequacy of Representation***

24 The requirement that a plaintiff adequately represent the class is met by fulfilling two
25 conditions: (1) the named plaintiff must be represented by counsel qualified to conduct the
26 pending litigation; and (2) there are no disabling conflicts of interest between the class
27 representative and the class. (*McGhee v. Bank of America* (1976) 60 Cal. App. 3d 442, 450.)

28 Here, the firm representing the Plaintiff has a great deal of experience in wage and hour

1 class action litigation and has been approved as Class Counsel in numerous other wage and hour
2 class actions. (See Manus Decl., ¶¶ 44-49; Declaration of Brandon Brouillette in Support of
3 Motion for Preliminary Approval of Class Action Settlement (“Brouillette Decl.”) at ¶¶ 3-14.)

4 The Class Representatives have agreed to act as such and understand their
5 responsibilities. (Jose E. Vidal Decl. ¶¶ 7-9; Jentila Callas Decl. ¶¶ 4-5, filed herewith.) The
6 Class Representatives have no claims or other interests that are antagonistic to the Class. (Manus
7 Decl., ¶ 20.)

8 **IV. PRELIMINARY APPROVAL OF SETTLEMENT**

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

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

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

21 In determining whether to preliminarily approve a settlement, the court should consider
22 “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further
23 litigation, the risk of maintaining class action status through trial, the amount offered in
24 settlement, the extent of discovery completed and the stage of the proceedings, the experience
25 and views of counsel, the presence of a governmental participant, and the reaction of the class
26 members to the proposed settlement.” (*Ibid.*) The court must also take into consideration “the
27 most important factor [which] is the strength of the case for the Plaintiff on the merits, balanced
28 against the amount offered in settlement.” (*Kullar v. Footlocker Retail Inc.* (2008) 168

1 Cal.App.4th 116, 118)

2 The Settlement for each participating Class Member is fair, reasonable, and adequate
3 given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. The
4 Settlement represents a fair and reasonable value of all claims. (Manus Decl. at ¶¶ 28-39) There
5 is no claim form required so all Class Members will be paid unless they opt out, and there is no
6 reversion to Defendant. (*Id.* at ¶ 23.) Finally, the only governmental involvement in this case is
7 the existence of a PAGA claim, and Plaintiff has notified the LWDA of this Settlement. (*Id.* at ¶
8 50.) The Settlement Amount balanced against the merits of Plaintiffs' case is reasonable. (*Id.* at ¶
9 21.)

10 ***A. The Presumption of Fairness***

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

17 17. Here, the Settlement was reached through arm’s-length negotiation with an
18 experienced, highly regarded neutral mediator, the Honorable Howard Broadman (Ret.). Before
19 mediation, the Parties engaged in informal discovery. To prepare for the mediation, Defendants
20 provided extensive documentation of its policies and practices and data related to the claims
21 asserted in this case, including a class list with job positions, employment dates, and hourly rates
22 for approximately 577 employees and a sampling of time and payroll data for 20% Class
23 Members, and other information necessary for Plaintiffs to create a damages exposure analysis.
24 Plaintiff hired an expert, Berger Consulting Group – Economic Data Analysts, to prepare
25 damage calculations and an exposure analysis for the mediation. (Manus Decl., ¶ 24.)

26 The Settlement here provides pro rata distribution to Class Members based upon their
27 number of Workweeks. (Manus Decl., ¶ 2, Ex. 1, ¶ 1.23.) Accordingly, the Settlement treats the
28 Class Members equitably, and the proposed distribution plan supports preliminary approval.

1 The firms representing the Class has a great deal of experience in wage and hour class
2 action litigation and has been approved as class counsel in numerous other wage and hour class
3 actions. (Manus Decl., ¶¶ 44-49; Brouillette Decl. at ¶¶ 3-14.) Based on that experience, the
4 information produced by Defendant, and the expert's calculations, Counsel was able to negotiate
5 a sizable recovery for the Class Members.

6 ***B. Reasonable Based on Objective Evidence***

7 The Settlement that has been reached, subject to this Court's approval, is the product of
8 tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are
9 knowledgeable about and have done extensive research with respect to the applicable law and
10 potential defenses to the claims of the Class Members. Such investigation included the exchange
11 of information and documents through informal and formal discovery. Among other things,
12 Class Counsel reviewed Defendants extensive documentation of its policies and practices and
13 data related to the claims asserted in this case, including a class list with job positions,
14 employment dates, and hourly rates for approximately 577 employees and a sampling of time
15 and payroll data for 20% Class Members and other information necessary for Plaintiffs to create
16 a damages exposure analysis. The Parties' investigation also included preparing for and
17 attending a full day of mediation with well-known mediator, Honorable Howard Broadman
18 (Ret.), an experienced mediator. The Parties investigated relevant law as applied to the facts of
19 the case, potential defenses, and damages claimed by Plaintiffs on behalf of themselves, the
20 Class, and the Aggrieved Employees.

21 Based on the documents and information provided by Defendant and their own
22 independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the
23 settlement with Defendant for the consideration and on the terms set forth in this Settlement is
24 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
25 known facts and circumstances, including the risk of significant delay and uncertainty associated
26 with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.
27 As a result of this settlement, Defendant has agreed to review its wage and hour policies and
28 practices to ensure compliance with the California Labor Code. Thus, the settlement provides for

1 non-monetary relief as well. (Manus Decl., ¶ 25.)

2 The Settlement amount is, of course, a compromise figure. Plaintiffs considered the risks
3 that the Class would not be certified, the risks related to proof of Plaintiffs' claims, and the
4 strengths and weaknesses of Defendant's other defenses. Plaintiffs also considered the possibility
5 that if a settlement were reached after additional years of litigation, the great expenses and
6 attorneys' fees of litigation would reduce the amount of funds available to Class Members for
7 settlement. Furthermore, Plaintiff took into consideration the time delay and financial
8 repercussions of liability trials, numerous damages trials, and the possibility of an appeal by
9 Defendant. (Manus Decl., ¶ 26.)

10 For the Class claims, the Parties in this matter have agreed to the amount of \$575,000,³
11 exclusive of the employer's portion of payroll taxes and fees, on a class-wide basis, with no
12 claim form requirement and no residual to revert to the Defendant. (Manus Decl., ¶ 11.) Based
13 on Plaintiff's expert's analysis for mediation, the case had a reasonable, realistic potential value
14 of approximately, \$840,616.55 for the underlying Labor Code claims and \$86,380 for the PAGA
15 penalties, for a total case value of \$926,996.55 (\$840,616.55 + \$86,380). The Gross Settlement
16 Amount of \$575,000 represents approximately 68% of the maximum potential value of the
17 underlying Labor Code claims (valued at \$840,616.55) and approximately 62% of the overall
18 value, which demonstrates that the settlement is fair and reasonable. (Manus Decl., ¶¶ 12, 39.)

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

20 Non-settling parties or third parties sometimes attempt to object to settlements, but the
21 right of non-settling parties to object even at the final settlement approval hearing, let alone the
22 preliminary approval hearing, is quite limited. Generally, only class members have standing to
23 object to a proposed settlement. "Beginning from the unassailable premise that settlements are to
24 be encouraged, it follows that to routinely allow non-Class Members to inject their concerns via
25 objection at the settlement stage would tend to frustrate this goal." (*Gould v. Alleco, Inc.* (4th
26

27 ³ \$50,000 of the \$575,000 Gross Settlement Amount is apportioned to the LWDA PAGA Payment.
28 (Manus Decl., ¶ 13, Ex. 1, p. 9.)

Cir. 1989) 883 F.2d 281, 284.) Accordingly, any non-parties are not allowed to object to this proposed Settlement.

V. THE PAGA PORTION IS FAIR AND REASONABLE

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

Here, the Parties allocate \$50,000.00 for resolution of Plaintiff’s PAGA claims. Of this amount, 25%, or \$12,500.00, will be distributed to PAGA Aggrieved Employees. Aggrieved Employees worked a total of approximately 8,638 PAGA Pay Periods. (Manus Decl., ¶¶ 37-38.)

The release is limited to those claims specifically made and investigated in connection with this lawsuit for the relevant PAGA Period (defined as the period from December 10, 2022, through December 31, 2025.) (*Id.* at ¶ 38, Ex. 1, ¶ 1.32.) The amount of PAGA Penalties allocated here provides a comparable, and at times, larger allocation to the LWDA than those approved in other settlements. (See, e.g., *Viceral v. Mistras Grp. Inc.* (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8 [approving an allocation of \$20,000 of a \$6,000,000 settlement to the PAGA civil penalties]; *In re Uber FCRA Litig.* (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL 2806698, at *2 [approving an allocation of \$7,500 of a \$7,500,000 settlement to the PAGA civil penalties].)

The proposed PAGA Penalties portion of the Settlement is both just and in the public’s interest. The Parties believe and agree that the settlement provides for a fair, adequate, and reasonable resolution of the representative PAGA claim. The Parties also believe that the

1 proposed Settlement is to the advantage of the State of California and the Aggrieved Employees
2 when considering the time and expense necessary to complete protracted litigation which,
3 regardless of the verdict, would undoubtedly be subject to further significant delay and expense
4 pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It
5 also provides a proportional sum to each Aggrieved Employee on a pro-rata basis based on the
6 number of Workweeks they worked during the PAGA Period. (Manus Decl., ¶ 38, Ex. 1., ¶
7 3.2.2.1.) Furthermore, public policy strongly favors the settlement of litigation. (*Consumer*
8 *Advoc. Grp., Inc. v. Kintetsu Enterprises of Am.* (2006) 141 Cal.App.4th 46, 63.)

9 The benefit provided by the proposed PAGA Penalties portion of the Settlement is
10 substantial and easily falls within the range of reasonableness. The Settlement fulfills the
11 purposes of the PAGA, and, by any measure, is fair, adequate, and reasonable.

12 **VI. THE CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE**

13 “At the conclusion of a class action, the class representatives are eligible for a special
14 payment in recognition of their service to the class.” 5 Newberg on Class Actions § 17:1 (5th
15 ed.). Plaintiff requests a reasonable enhancement payment for his effort and initiative in bringing
16 and helping to prosecute this class action.

17 As an initial matter, Plaintiff’s courage in proceeding with his class-wide claims should
18 not be underestimated. By suing Defendant, Plaintiffs increased her risk of retaliation by
19 prospective employers, who must choose between an applicant who has never sued a prior
20 employer and one who has. (Vidal Decl., ¶ 12; Callas Decl., ¶ 4.)

21 Plaintiffs have devoted a substantial amount of time to helping Class Counsel effectively
22 develop and prosecute this action at every stage of the litigation. (Manus Decl., ¶ 49; Vidal
23 Decl., ¶¶ 10-11; Callas Decl., ¶ 7.). Both before and after filing, Plaintiff conferred with Class
24 Counsel to discuss every aspect of this case. To date, Plaintiff Vidal has invested approximately
25 75 hours in this action thus far. (Vidal Decl., ¶ 11.) To date, Plaintiff Callas has invested
26 approximately 20-25 hours in this action thus far. (Callas Decl., ¶ 7.) Plaintiffs have provided
27 Class Counsel with information about Defendants, reviewed documents, consulted Class Counsel
28 throughout the litigation, participated in the mediation process, and reviewed and signed the

1 settlement agreement. (*Id.* at ¶ 10).

2 Plaintiffs have spent a significant amount of time with Class Counsel detailing his
3 knowledge of Defendant's practices. Plaintiffs have diligently, adequately, and fairly represented
4 the Class Members, and have not placed his interests above any member of the putative Class.
5 This sort of payment to a Class representative has been a common feature of settlements
6 negotiated by Class Counsel and routinely approved by courts. The Class Representative
7 Enhancement Payments of \$10,000 to Plaintiff Vidal and \$5,000 to Plaintiff Callas (\$15,000
8 total) is fair and reasonable. (Manus Decl., ¶ 52; Vidal Decl., ¶ 18; Callas Decl., ¶ 8.)

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

11 Class Counsel respectfully requests, without opposition from Defendants, an award of
12 attorneys' fees of no more than \$191,667.00 (one-third of the Gross Settlement Amount) and
13 reasonable litigation costs, subject to approval by the Court. (Manus Decl. ¶¶ 11, 48, Ex. 1 p. 2).

14 Class Counsel submits it has the requisite experience, knowledge, and resources to serve
15 as Class Counsel and to zealously represent the Class. (Manus Decl., ¶¶ 42-47; Brouillette
16 Decl.") at ¶¶ 3-14.) Class Counsel has incurred substantial hours in prosecuting this action on a
17 contingency basis and will not receive any compensation for their efforts until recovery is
18 obtained for the Class. In addition, Class Counsel's efforts in reaching the Settlement on behalf
19 of the Class will confer a significant benefit to the Class. As such, the requested award of
20 attorneys' fees and costs is reasonable.

21 **VIII. REQUESTED RELIEF**

22 Plaintiffs respectfully request that the Court, as part of the preliminary approval process,
23 do the following:

- 24 1. Conditionally certify, for settlement purposes only, a Class consisting of all non-
25 exempt hourly employees, including Plaintiffs, who worked for Defendants in
26 California during the Class Period;
- 27 2. Appoint Alvin B. Lindsay, Enoch J. Kim, and Marta Manus of D.Law, Inc., and
28 Zachary Crosner, Jamie Serb, and Brandon Brouillette, of Crosner Legal, P.C. as

Class Counsel;

3. Appoint Plaintiffs Jose E. Vidal and Jentila Callas as the Class Representatives;
4. Order preliminary approval of the proposed Settlement on a class-wide basis, order directing the Class Notice to be given to the Class, and set a hearing for final approval of the proposed Settlement;
5. Phoenix Class Action Administration Solutions as Administrator to handle the notice and claims procedures as set forth in its proposal; and
6. Approve the PAGA portion of the Settlement.

IX. CONCLUSION

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

Respectfully Submitted,

Dated: September 24, 2026

D.LAW, INC.

By: 

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