

**Electronically Filed
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JEFFERSON RODRIGUEZ, individually, and
on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

STATEWIDE TRAFFIC SAFETY AND
SIGNS, INC., a Delaware corporation now doing
business as AWP SAFETY; TRAFFIC
SOLUTIONS CORPORATION; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 23CV428021

CLASS ACTION

*[Assigned for all purposes to the Hon.
Theodore C. Zayner, Dept. 19]*

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

Date: August 13, 2025

Time: 1:30 p.m.

Dept.: 19

Action Filed: December 22, 2023

Trial Date: None Set

1 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court,
2 on August 13, 2025 at 1:30 p.m., or as soon thereafter as the matter may be heard in Department
3 19 of the above-entitled Court, located at 161 North First Street, San Jose, California 95113,
4 Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight (“Plaintiffs”) will, and
5 hereby do, move this Court for:

- 6 1. Preliminary approval of the proposed Settlement Agreement (“Settlement”) between
7 Plaintiffs and Defendants Statewide Traffic Safety and Signs, Inc. (“Statewide”) and
8 Traffic Solutions Corporation (“TSC”) (together “Defendants”);
- 9 2. Pursuant to Section 382 of the California Code of Civil Procedure, provisional
10 certification, for settlement purposes only, of the following Settlement Class:
11 All current and former non-exempt hourly employees employed by
12 Defendants in California at any time from December 22, 2019
through January 11, 2025 (the “Class Period”).
- 13 3. Preliminary appointment of Plaintiffs as Class Representatives;
- 14 4. Preliminary appointment of Marquee Law Group, APC and Wilshire Law Firm, PLC
15 as Class Counsel;
- 16 5. Appointment of Phoenix Settlement Administrators (“Phoenix”) as the Settlement
17 Administrator;
- 18 6. Approval of the proposed Notice of Proposed Class Action Settlement (the “Notice
19 Packet”), and an order that the Notice Packet be disseminated to the Settlement Class
20 as provided in the Settlement; and
- 21 7. The scheduling of a hearing to consider whether the Settlement should be finally
22 approved and to award Class Representative Service Awards to Plaintiffs, and
23 attorneys’ fees and costs to Class Counsel.

24 This motion is based on this notice of motion; the attached memorandum of points and
25 authorities; the declaration of Tuvia Korobkin and exhibits attached thereto; the declaration of
26 Benjamin Haber and exhibits attached thereto; the declarations of Plaintiffs; the declaration of
27 Jodey Lawrence and exhibits attached thereto; the pleadings and other papers filed in this action;
28 and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: July 10, 2025

MARQUEE LAW GROUP, APC



Tuvia Korobkin
Attorneys for Plaintiffs

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Jefferson Rodriguez, Danielle Andrea Perez, and Jesse Knight (“Plaintiffs”)
4 seek preliminary approval of a class action settlement (“Settlement”) with Defendants Statewide
5 Traffic Safety and Signs, Inc. now doing business as AWP Safety (“Statewide”) and Traffic
6 Solutions Corporation (“TSC”) (collectively, “Defendants”) (together with Plaintiffs, the
7 “Parties”). The Settlement resolves a class and representative action pending before this Court
8 (the “Action”), in which Plaintiffs allege that Defendants failed to pay employees for all hours
9 worked; failed to provide all meal periods; failed to authorize and permit all rest periods; failed
10 to reimburse employees for expenses; and failed to provide required days of rest. Plaintiffs further
11 allege that as a result of these violations, Defendants failed to issue accurate itemized wage
12 statements, failed to pay all wages on termination of employment, engaged in unfair competition,
13 and are liable for civil penalties under the Private Attorneys General act (“PAGA”).

14 Plaintiffs now respectfully request that this Court preliminarily approve this non-
15 reversionary class action Settlement,¹ in which Defendants have agreed to pay **\$3,250,000.00** to
16 the following Settlement Class, which is estimated to consist of 1,131 individuals:

17 All current and former non-exempt hourly employees employed by Defendants in
18 California at any time from December 22, 2019 through January 11, 2025 (the
“Class Period”)

19 The Settlement was reached after the Parties engaged in a full-day mediation with Steve
20 Cerveris, Esq., an experienced class action mediator. In connection with mediation, Defendants
21 produced extensive informal discovery, including timekeeping and payroll records for a sampling
22 of putative class members, relevant written policies, and other documents and information.

23 After extensive research and investigation, including a detailed analysis of Defendants’
24 potential exposure made with the assistance of an expert data analyst, the mediation session was
25 held with Mr. Cerveris on November 12, 2024. The Parties did not reach resolution at mediation.
26 However, after more than two months of additional negotiations and discussions (including
27 additional briefing), Mr. Cerveris made a mediator’s proposal to resolve the Action, which was

28 ¹ The Settlement is attached as Exhibit 1 to the Korobkin Declaration. The Class Notice and Notice
of Estimated Settlement Payment are attached as Exhibits A and B, respectively, to the Settlement.

eventually accepted by the Parties in February 2025. Over the following months, the Parties negotiated the finer terms of their settlement, ultimately resulting in the Settlement.

Notably, Settlement Class members do not need to submit a claim form to receive a payment (“Individual Settlement Payment”). After deductions for proposed administration costs, attorney fees and costs, Plaintiffs’ service awards, and the LWDA’s share of PAGA civil penalties, the average Individual Settlement Payment is estimated to be at least **\$1,661.51**. For the reasons discussed herein, Plaintiffs respectfully submit that the Settlement is fair, reasonable, and adequate, and request that the Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. FACTUAL AND PROCEDURAL BACKGROUND

Statewide is a full-service traffic control company that provides various traffic control services, including guiding traffic safely around construction sites, providing traffic safety signs, and other services. *See* Declaration of Tuvia Korobkin (“Korobkin Decl.”), ¶ 10. TSC is a sister company of Statewide, providing similar traffic management solutions. *Id.* Plaintiffs are former non-exempt employees of Defendants who worked for Defendants in California during the Class Period. *See id.*, ¶ 10; Declaration of Benjamin Haber (“Haber Decl.”), ¶¶ 3-4.

On December 22, 2023, Plaintiff Rodriguez filed this Action, alleging claims for failure to pay wages, meal and rest period violations, waiting time penalties, wage statement penalties, failure to reimburse expenses, and unfair business practices. Korobkin Decl., ¶ 11. Plaintiff Rodriguez also alleged a claim for PAGA civil penalties, after providing the required written notice to the Labor & Workforce Development Agency (LWDA) on October 10, 2023. *Id.*

On February 28, 2024, Plaintiff Perez filed a class action lawsuit against Defendants in Orange County Superior Court, alleging many of the same claims alleged by Plaintiff Rodriguez in this Action. Korobkin Decl., ¶ 12. That case was later removed to federal court. *Id.* On August 1, 2024, Plaintiff Perez filed another action against Defendants in Orange County Superior Court, alleging a single cause of action under the PAGA based on the same alleged violations. *Id.*

On June 23, 2025, pursuant to the Parties’ stipulation, Plaintiffs filed the operative First Amended Complaint (“FAC”) in this Action. Korobkin Decl., ¶ 13. The FAC added Ms. Perez

1 and Mr. Knight as named plaintiffs, added TSC as a named defendant, and added the day-of-rest
2 allegation. *Id.* Prior to filing the FAC, Plaintiffs Perez and Knight provided an amended PAGA
3 notice to the LWDA that added Plaintiff Knight and the day-of-rest claim. *Id.*

4 **B. PLAINTIFFS' CLAIMS AND DEFENDANTS' DEFENSES**

5 **1. Unpaid Wages Claim**

6 Plaintiffs allege that Defendants failed to pay Plaintiffs and other employees for all hours
7 worked, including pre-shift work (such as waiting for drivers to show up to a worksite), post-shift
8 work (such as answering calls from customers after hours), and work performed during meal
9 periods. Korobkin Decl., ¶ 14. Defendants contend that they have always paid employees for all
10 hours worked, that their policies prohibit off-the-clock work, that they had no knowledge (nor
11 could they have known) that employees worked off-the-clock, and that if employees did work
12 off-the-clock, they could have reported such work and been paid by Defendants. *Id.* Defendants
13 further contend that the vast majority of putative class members were subject to a collective
14 bargaining agreement with a mandatory arbitration provision, and that Plaintiffs' claims therefore
15 would not be able to proceed on a class basis. *Id.* Defendants further argue that differences among
16 employees' job duties and working conditions, as well as issues with proving off-the-clock work
17 on a classwide basis, would further preclude certification. *Id.* Defendants also argue that, to the
18 extent any of the alleged unpaid wages were overtime, such overtime claims would be barred for
19 the vast majority of putative class members because the collective bargaining agreement satisfies
20 the requirements of Labor Code § 514, and therefore, the California overtime statute (i.e., Labor
21 Code § 510) would not apply to them. *Id.*; see also *Vranish v. Exxon Mobil Corp.*, 223
22 Cal.App.4th 103 (2014) (holding Labor Code § 510 is inapplicable where collective bargaining
23 agreement meets requirements of Labor Code § 514).

24 **2. Meal Period Claim**

25 Plaintiffs allege that they and other employees were frequently unable to take compliant
26 meal periods, and therefore took late and/or short meal periods or missed meal periods altogether,
27 as a result of the workload imposed on them and understaffing. Korobkin Decl., ¶ 15. Plaintiffs
28 further allege that Defendants failed to provide second meal periods on shifts over 10 hours. *Id.*

Defendants contend they have maintained legally-compliant meal period policies and practices throughout the Class Period (including the provision of second meal periods on shifts over 10 hours), and that under *Brinker* they are only required to “provide” the opportunity to take meal periods, not “ensure” they are taken. Korobkin Decl., ¶ 15; *see Brinker Rest. Corp. v. Sup. Ct.*, 53 Cal.4th 1004, 1038 (rejecting “ensure” standard). Defendants further argue that employees were permitted to take their meal periods at their own discretion, and thus any failure to take a timely, 30-minute meal period was the result of employee choice rather than any policy or practice of Defendants. *Id.* As for second meal periods specifically, Defendants argue that a small minority (less than 25%) of employee shifts were over 10 hours, that an even smaller number (only about 6%) of employee shifts were over 12 hours, and that those who did not take a second meal period on shifts that were more than 10 but less than 12 hours waived their second meal period as they are entitled to do under Labor Code § 512. *Id.* Defendants further argue individualized inquiries would be required to determine whether individual employees – working on many different shifts in various job positions and under varying circumstances, in different locations, and under different managers over a long time period – received a non-compliant meal period and/or did not take a second meal period on each individual shift, and why any meal period was late, short or missed, thereby precluding certification of this claim. *Id.* Moreover, as noted above, Defendants contend this claim would not proceed on a class basis because employees would be required to arbitrate their claims pursuant to the collective bargaining agreement’s arbitration provisions. *Id.* Defendants also contend Labor Code § 512 does not apply to most putative class members because they work in the construction industry and are covered by a collective bargaining agreement that meet the requirements of Labor Code § 512(e), and thus Plaintiffs’ meal period claims would fail. *Id.*

3. Rest Period Claim

Plaintiffs allege that Defendants often failed to authorize and permit 10-minute rest periods as a result of the workload and understaffing mentioned above. Korobkin Decl., ¶ 16; *Brinker*, 53 Cal.4th at 1028-32 (discussing rest period requirements). Defendants assert that they have always maintained compliant rest period policies and that, in practice, they have always

1 authorized and permitted all required rest periods to non-exempt employees; that they inform
2 employees of their right to rest periods; and that any failure to take a rest period is the result of
3 employee choice rather than any practice of Defendants. *Id.* Defendants further argue that, as
4 with meal periods, this claim is not amenable to class treatment because individualized inquiries
5 would be required to determine whether individual employees in different job positions, different
6 locations, and under different managers and in different time periods, were in fact authorized and
7 permitted to take rest periods on any given shift, thus precluding class certification. *Id.* These
8 manageability concerns are particularly present with respect to rest periods, Defendants contend,
9 since rest periods are not recorded. *Id.* Defendants further contend that the case could not be
10 maintained on a classwide basis due to the arbitration provision in the relevant collective
11 bargaining agreement. *Id.* Defendants also contend that the vast majority of putative class
12 members would be covered by Wage Order 16 (for the construction industry) and that the
13 relevant collective bargaining agreement provides “equivalent protection” regarding rest periods,
14 and thus the exception to the rest period laws found in Wage Order 16, § 11(E) would apply.

15 **4. Unreimbursed Expenses Claim**

16 Plaintiffs allege that Defendants failed to indemnify them and other employees for the use
17 of their personal cell phones and personal vehicles for work purposes, including to communicate
18 with supervisors and customers and to travel between job sites. Korobkin Decl., ¶ 17. Defendants
19 counter that employees did not need to use their personal cell phones or personal vehicles in
20 connection with their job duties, and that if they did, there are procedures in place for employees
21 to request reimbursement of work-related expenses. *Id.* Defendants also contend that employees
22 are provided with any equipment necessary to perform their job duties. *Id.* Defendants further
23 argue that this claim would not be certified, as it would require hundreds of individualized
24 inquiries as to whether employees incurred business-related expenses, whether they were
25 reimbursed, whether Defendants knew (or reasonably should have known) about the expense, and
26 whether the expense was “necessary” under the circumstances. *See Gattuso v. Hart-Hanks*
27 *Shoppers, Inc.*, 42 Cal.4th 554, 568 (2007) (“In calculating the reimbursement amount due under
28 section 2802, the employer may consider not only the actual expenses that the employee incurred,

1 but also whether each of those expenses was ‘necessary,’ which in turn depends on the
2 reasonableness of the employee's choices.”); *Grissom v. Vons Companies, Inc.*, 1 Cal.App.4th
3 52, 58 (1991) (under § 2802, “ascertaining what was a necessary expenditure will require an
4 inquiry into what was reasonable under the circumstances”). Defendants further argue that, again,
5 the arbitration provision in the relevant collective bargaining agreement would preclude class
6 adjudication of this claim. Korobkin Decl., ¶ 17.

7 **5. Claims Under Lab. Code §§ 203, 226, and the PAGA**

8 As a result of Defendants alleged failure to pay all wages, as well as its failure to provide
9 all meal and rest periods, Plaintiffs assert that Defendants failed to comply with their final
10 payment and wage statement obligations, in violation of Cal. Labor Code §§ 203 and 226,
11 respectively. Korobkin Decl., ¶ 18. Plaintiffs also seek civil penalties under the PAGA based on
12 the aforementioned claims, as well as their claim that Defendants failed on some occasions to
13 provide one day’s rest in seven, in violation of Labor Code § 551 *et seq. Id.*

14 Defendants argue that Plaintiffs’ derivative claims fail for the same reasons their
15 underlying claims fail. Korobkin Decl., ¶ 19. Defendants further assert they have strong, good-
16 faith defenses to Plaintiffs’ underlying claims, precluding imposition of waiting time penalties.
17 *See* 8 Cal. Code Regs. § 13520 (a “good faith dispute that any wages are due will preclude
18 imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017)
19 (holding “good faith dispute” precluded imposition of waiting time penalties). Defendants further
20 contend that employee wage statements always accurately reflect amounts *paid* to employees and
21 therefore no wage statement violations occurred. Korobkin Decl., ¶ 19; *see also Maldonado v.*
22 *Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-37 (2018) (“The purpose of section 226 is to
23 ‘document the paid wages to ensure the employee is fully informed regarding the calculation of
24 those wages.’”) (citing *Soto v. Motel 6 Operating, L.P.*, 4 Cal.App.5th 385, 392 (2016)).

25 Defendants contend Plaintiffs’ PAGA claim fails because the underlying claims fail. *See,*
26 *e.g., Price v. Starbucks Corp.*, 192 Cal.App.4th 1136, 1147 (2011) (“Because the underlying
27 causes of action fail, the derivative UCL and PAGA claims also fail.”). As for the day-of-rest
28 claim, Defendants argue that this affected a very small number of shifts, and that if any employees

1 worked 7 days in a workweek it was the result of an anomaly or the employee’s own request
2 and/or consent. Korobkin Decl., ¶ 19. Defendants further maintain that given their good-faith
3 defenses, the Court would substantially reduce PAGA civil penalties even if it were to find in
4 Plaintiffs’ favor on some or all of their claims. *Id.*; *see also* Lab. Code § 2699(e)(2) (authorizing
5 reduction in PAGA penalties in court’s discretion); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203
6 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties, in part because “the
7 evidence showed...defendants took their obligations...seriously and attempted to comply with the
8 law”); *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487-RGK (OPx), 2011 WL 7563047 at *4 (C.D.
9 Cal. 2011) (reducing PAGA penalties by over 82% in part because employer was “not aware” of
10 violations and “took prompt steps to correct all violations once notified”); *Carrington v. Starbucks*
11 *Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA civil penalty of just \$5 per pay period
12 where employer made “good faith attempts” to comply with the law).

13 C. DISCOVERY AND MEDIATION

14 The Parties engaged in extensive informal discovery. Defendants produced a sampling of
15 timekeeping and payroll records for putative class members during the Class Period; their wage
16 and hour policies; the number of class members, workweeks, PAGA pay periods, and other data
17 points; the applicable collective bargaining agreement; and other relevant information. Korobkin
18 Decl., ¶ 20. Plaintiffs’ counsel hired an expert data analyst to analyze and extrapolate the data
19 produced by Defendants. *Id.* This discovery allowed the Parties to assess the merits and value of
20 Plaintiffs’ claims and Defendants’ defenses, as well as the chances for class certification. *Id.*

21 The Parties attended a full-day mediation with Mr. Cerveris on November 12, 2024,
22 during which they vigorously debated Plaintiffs’ claims and Defendants’ defenses, and the
23 chances of certification. Korobkin Decl., ¶ 21. The Parties did not reach resolution at mediation.
24 *Id.* For more than two months the Parties continued their negotiations, which included Plaintiffs’
25 providing a supplemental brief to Mr. Cerveris regarding some of the issues where the Parties
26 strongly disagreed. *Id.* Eventually, Mr. Cerveris made a Mediator’s Proposal, which was accepted
27 by the Parties in February 2025. Over the following months, and the Parties negotiated the finer
28 terms of the settlement, ultimately resulting in the Settlement. *Id.*

III. THE PROPOSED SETTLEMENT

A. ESSENTIAL TERMS OF THE SETTLEMENT

Under the Settlement, Defendants will pay a non-reversionary Gross Settlement Amount (“GSA”) of \$3,250,000.00. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount (“GSA”):	\$3,250,000.00
• Minus Court-approved attorneys’ fees (one-third):	\$1,083,333.33
• Minus Court-approved costs (up to):	\$50,000.00
• Minus Court-approved Service Awards:	\$30,000.00
• Minus Amount Set Aside as PAGA penalties:	\$250,000.00
• <u>Minus settlement administration costs (up to):</u>	<u>\$20,000.00</u>
Net Settlement Amount (“NSA”):	\$1,816,666.67
PLUS 25% of PAGA penalties (“PAGA Members’ Payment”):	\$62,500.00
Total Amount Paid to Settlement Class:	\$1,879,166.67

1. The Settlement Provides for Reasonable Monetary Payments

As noted above, after deducting amounts for a court-approved service payments, administration costs, attorneys’ fees and costs, and PAGA payment to the LWDA, Settlement Class members will receive at least \$1,879,166.67. *See* Settlement, § 49. Defendants represent that there are approximately 1,131 Settlement Class members. *Id.*, § 43. Thus, the average payment to Settlement Class members is estimated to be **\$1,661.51**. Korobkin Decl., ¶ 23.

The NSA will be distributed to Participating Class Members (those Settlement Class members who do not opt out) proportionally based on the number of workweeks worked as non-exempt employees in California during the Class Period. *See* Settlement, § 50(A). Additionally, all Settlement Class members (even those who opt out) who were employed by Defendants as non-exempt employees in California at any time from October 10, 2022 to the end of the Class Period (the “PAGA Period”) are known as “PAGA Members” and will receive a portion of the \$62,500 PAGA Members’ Payment, based on their proportionate number of pay periods worked for Defendants as a non-exempt employee in California during the PAGA Period. *Id.*, § 50(B).

Payments from the NSA will be treated as one-third wages reported on a Form W-2, with the remaining two-thirds treated as interest and penalties and reported on a Form 1099. *See* Settlement, § 51(B). Payments from the PAGA Members’ Payment will be treated as 100% penalties. *Id.* Defendants will separately pay the employer’s share of payroll taxes on the amount designated as “wages,” in addition to the GSA. *Id.*, §§ 11, 51(B).

1 **2. Notice Period and Release of Claims**

2 Settlement Class members will have 60 days from the Notice mailing to opt out of or
3 object to the Settlement, or submit disputes, thereby providing ample time to review the Notice
4 without unduly delaying the Settlement. *See* Settlement, §§ 28, 55(D)-(F).

5 Participating Class Members will be bound by the Settlement and shall release all wage
6 and hour claims that were pled in the Action, or that could have been pled based on the facts
7 alleged in the Action, during the Class Period (“Class Released Claims”). *See* Settlement, §§ 25,
8 44. In addition, all PAGA Members will release all claims against Defendants for PAGA penalties
9 based on the facts alleged in the PAGA letters submitted by the Plaintiffs, that arose during the
10 PAGA Period (“Released PAGA Claims”). *Id.*, §§ 26, 45.

11 **3. Funding of the Settlement**

12 The Gross Settlement Amount will be funded no later than thirty (30) days following the
13 “Effective Date” of the Settlement. *See* Settlement, § 49(A). If there are no objections to the
14 Settlement, the Effective Date will be approximately 65 days after final approval. *Id.*, § 10.

15 **4. Attorneys’ Fees and Costs, Enhancement Award, and PAGA Payment**

16 At final approval, Plaintiffs will apply for Class Representative Service Awards in the
17 amount of \$10,000 each. *See* Settlement, §§ 6, 49(B)(iii). “[I]ncentive awards are fairly typical in
18 class action cases...and are intended to compensate class representatives for work done on behalf
19 of the class [and] to make up for financial or reputational risk undertaken in bringing the action.”
20 *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393-94 (2010). As will be
21 briefed at final approval, Plaintiffs’ requested payments are in recognition of the time and effort
22 they expended on behalf of the Settlement Class, including providing factual information and
23 documents to counsel, discussing with counsel the claims and theories at issue in the litigation,
24 reviewing the settlement agreement and other documents, and otherwise actively participating in
25 the prosecution of this case. Korobkin Decl., ¶ 34. Plaintiffs respectfully submit that the requested
26 payments are well within the range of permissible approval. *See, e.g., Alvarado v. Nederend*, No.
27 1:08-cv-01099-OWW-DLB, 2011 WL 1883188 at *10 (E.D. Cal. May 17, 2011) (approving
28 \$7,500 award to each of five named plaintiffs (\$37,500 total) from \$505,058.60 settlement);

1 *Martinez v. Knight Transportation, Inc.*, No. 1:16-cv-01730-SKO, 2023 WL 5917989 (E.D. Cal.
2 Sept. 11, 2023) (awarding \$10,000 incentive award from \$400,000 claims-made settlement where
3 average settlement payment was just \$127.61).

4 The parties have also designated \$250,000 of the GSA as PAGA penalties, of which
5 \$187,500 (75%) will be paid to the LWDA, with the remaining \$62,500 (25%) distributed to
6 Settlement Class members (*see* Settlement, § 49(B)(iv)), consistent with the PAGA’s requirement
7 that 75% of penalties be allocated to the LWDA with the remaining 25% of penalties allocated to
8 aggrieved employees (Labor Code § 2699(i)).² Plaintiffs submit this allocation to the LWDA is
9 reasonable. *See, e.g., Chu v. Wells Fargo Inv., LLC*, No. C-05-4526-MHP, 2011 WL 672645
10 (N.D. Cal. Feb. 16, 2011) (approving \$10,000 PAGA payment from \$6.9 million settlement);
11 *Lagunas v. Young Adult Institute, Inc.*, No. 23-cv-00654-RS, 2024 WL 1025121 (N.D. Cal. Mar.
12 8, 2024) (preliminarily approving PAGA allocation of \$20,000 from \$850,000 settlement).

13 At final approval, Plaintiffs’ counsel will request attorneys’ fees of one-third of the GSA
14 (currently estimated at \$1,083,333.33), and up to \$50,000 in litigation costs. *See* Settlement, §
15 49(B)(iv)-(v). The requested fee is fair compensation for undertaking complex, risky, expensive,
16 and time-consuming litigation on a contingent basis. Plaintiffs’ counsel have incurred substantial
17 attorneys’ fees, in, among other things, conducting pre-filing investigation and legal research;
18 analyzing timekeeping, payroll, and other data with Plaintiffs’ data expert to create a
19 comprehensive damages model; preparing for and attending mediation; continuing negotiations
20 post-mediation; negotiating and preparing the Settlement; preparing this Motion; and otherwise
21 prosecuting this case. Korobkin Decl., ¶ 33; Declaration of Benjamin Haber (“Haber Decl.”), ¶¶
22 9-10, 28. Counsel will also incur future attorney fees in overseeing the Notice process, fielding
23 phone calls from Settlement Class members, preparing the Final Approval Motion and supporting
24 documents, and appearing at the Final Approval Hearing. *Id.*

25 It is appropriate to award attorney fees as a percentage of the “common fund” created by
26 the settlement. *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480 (2016) (holding “the percentage of
27 fund method survives in California class action cases”). Counsel’s fee request is well within the
28

² Plaintiffs’ original PAGA letters were submitted prior to the June 2024 PAGA amendments.

range of reasonableness and is typical for common fund settlements. *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, n.11 (2008) (“regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery”). As will be briefed at final approval, the fee request is reasonable in light of the substantial risks and significant work undertaken, the results obtained, and the efficiency with which counsel litigated.

IV. ARGUMENT

A. PRELIMINARY APPROVAL IS WARRANTED

California Rule of Court 3.769 conditions class action settlements on court approval, which is generally evaluated under the same standards as Fed. R. Civ. Proc. 23. *See Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule 3.769 requires court to determine “that the settlement is fair, reasonable and adequate to all concerned”); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (Rule 23(e) requires court to determine “whether a proposed settlement is fundamentally fair, adequate, and reasonable”). Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). The Court’s role is to ensure the settlement agreement taken as a whole is fair and within the range of reasonableness. *Hanlon*, 150 F.3d at 1027. There is a presumption of fairness when a settlement is negotiated at arm’s length by counsel. *See, e.g., Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

1. Standard for Preliminary Approval

To make a fairness determination, the Court should consider several factors, including: “the strength of Plaintiff’s 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, [and] the experience and views of counsel.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). “The list of factors is not exclusive and the Court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245 (2001). As discussed below, the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this case.

1 **a. The Strength of Plaintiffs' Case**

2 While Plaintiffs are confident in the merits of their claims, Plaintiffs acknowledge there
3 were substantial risks and uncertainty in proceeding with class certification and eventual trial on
4 the merits. As described in section II.B., *supra*, Defendants presented multiple defenses to
5 Plaintiffs' claims, both on the merits and to class certification, rendering success far from certain.

6 **b. Risk, Expense, Complexity, and Duration of Further Litigation**

7 Although the Parties engaged in significant informal discovery, they had not completed
8 formal written and deposition discovery, which would have required expenditure of substantial
9 time and resources. Korobkin Decl., ¶ 35. Plaintiffs also still had to file for class certification. *Id.*
10 Even if Plaintiffs obtained certification, the Parties would incur considerable attorneys' fees and
11 costs through a possible decertification motion, motions for summary judgment, trial, and
12 potential appeals. *Id.* The Settlement avoids those risks and the accompanying expense. *Id.* Thus,
13 this factor supports preliminary approval.

14 **c. Risk of Maintaining Class Action Status**

15 Plaintiffs had not yet filed their class certification motion, and as such, the extent to which
16 Plaintiffs' proposed classes were certifiable is somewhat speculative. Absent settlement, there
17 was a risk there would not be a certified class at trial, or if there were, that it would consist of a
18 significantly smaller group of employees than the proposed Settlement Class, and the expected
19 recovery would be significantly reduced. Thus, this factor supports preliminary approval.

20 **d. Amount Offered in Settlement Given Realistic Value of Claims**

21 The Settlement provides a fair and reasonable monetary recovery for the Settlement Class
22 for disputed claims. As detailed in the Korobkin Declaration, and with the assistance of a data
23 expert, Plaintiffs conducted an analysis of potential damages due to Defendants' allegedly
24 unlawful policies and practices. After applying reasonable discounts for risks of not obtaining
25 class certification and risks of losing on the merits, Plaintiffs estimated their claims had a realistic
26 potential value of \$3,896,541. Korobkin Decl., ¶¶ 25-32. The proposed settlement of \$3,250,000
27 thus represents over 83% of Plaintiffs' reasonably forecasted classwide recovery. *Id.* at ¶ 32.
28 Preliminary approval is appropriate as the Settlement provides significant monetary relief.

1 **e. The Experience and Views of Counsel**

2 “Parties represented by competent counsel are better positioned than courts to produce a
3 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pac. Enter.*
4 *Securities Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Here, counsel have extensive experience
5 litigating wage and hour class actions, and have been appointed class counsel in numerous cases
6 alleging similar claims. *See* Korobkin Decl., ¶¶ 2-8;; Haber Decl., ¶¶ 31-36. Counsel conducted
7 an in-depth review of Defendants’ policies, timekeeping and payroll records, and other relevant
8 data, and drew on their extensive experience to assess Plaintiffs’ claims. The Settlement was also
9 reached after a mediation session with mediator Steve Cerveris, Esq., an experienced wage and
10 hour class action mediator. Korobkin Decl., ¶ 21. This strongly supports preliminary approval.
11 *Kullar*, 168 Cal.App.4th at 130.

12 **2. The Preliminary Approval Standard Is Met**

13 The Court can grant preliminary approval of a proposed settlement and direct that notice
14 be given if the settlement: (1) falls within the range of possible approval; (2) appears to be the
15 product of serious, informed negotiations; and (3) has no obvious deficiencies. *See Manual for*
16 *Complex Litig.*, § 30.41 (3rd Ed. 1995); *Newberg on Class Actions*, §§ 11:24-25 (4th Ed. 2013).

17 **a. The Settlement Is Within the Range of Possible Approval**

18 As noted, the Settlement reflects over 83% of the realistic estimated recovery on Plaintiffs’
19 claims, and will provide tangible, monetary compensation for hotly disputed wage claims.
20 Accordingly, Plaintiffs submit the Settlement is within the range of possible approval.

21 **b. The Settlement Resulted from Serious, Informed Negotiations**

22 The Settlement resulted from an exchange of substantial information, arm’s-length
23 negotiations, a mediation session with an experienced mediator, and months of additional
24 negotiations. Plaintiffs carefully vetted the claims at issue and conducted a detailed analysis of
25 the relevant data and information with the help of a retained expert. Korobkin Decl., ¶¶ 25-32.
26 The Settlement is thus entitled to a presumption of fairness. *Kullar*, 168 Cal.App.4th at 130.

27 ///

28 ///

1 **c. The Settlement Is Devoid of Obvious Deficiencies**

2 The Settlement provides tangible monetary relief to the Settlement Class, and the amounts
3 proposed for attorneys’ fees, costs, Plaintiffs’ incentive awards, and PAGA penalties are all
4 reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of
5 obvious deficiencies, this supports preliminary approval.

6 **B. THE COURT SHOULD CERTIFY THE PROPOSED CLASS**

7 The proposed Settlement Class satisfies the criteria for certification because: 1) the
8 Settlement Class is ascertainable and numerous; 2) common questions of law and fact
9 predominate; 3) Plaintiffs’ claims are typical of the Settlement Class; and 4) Plaintiffs and their
10 counsel will fairly and adequately represent the Settlement Class. Cal. Code Civ. Proc. § 382.

11 **1. The Proposed Class Is Ascertainable and Numerous**

12 A class is “ascertainable” where members “may be readily identified without unreason-
13 able expense or time by reference to official [or business] records.” *Sevidal v. Target Corp.*, 189
14 Cal.App.4th 905, 919 (2010). The Settlement Class includes non-exempt employees who worked
15 for Defendants in California during the Class Period, and thus can be readily identified from
16 Defendants’ records. Defendants represent there are approximately 1,131 Settlement Class
17 members, rendering it impracticable to bring them all before the Court. Numerosity is satisfied.

18 **2. Common Issues of Law and Fact Predominate**

19 The focus on certification is not on the merits, but rather on what types of questions,
20 “common or individual,” are likely to arise in the action. *Sav-On Drug Store, Inc. v. Sup. Ct.*, 34
21 Cal.4th 319, 327 (2004). Plaintiffs’ claims are predicated primarily on Defendants’ allegedly
22 unlawful failure to pay all wages due, allegedly unlawful meal and rest period policies/practices,
23 and alleged failure to reimburse expenses. Such claims are commonly held proper for class
24 certification. *See, e.g., Benton v. Telecom Network Specialists, Inc.* 220 Cal.App.4th 701, 726
25 (2013) (certifying meal and rest period claims); *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161 (9th
26 Cir. 2014) (affirming certification of off-the-clock claim); *Cochran v. Schwan’s Home Service,*
27 *Inc.*, 228 Cal.App.4th 1137 (2014) (reversing denial of certification of reimbursement claim).

28 ///

1 **3. The Named Plaintiffs' Claims Are Typical**

2 The typicality requirement is satisfied where class representatives have claims that are
3 typical of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal.App.3d 1341, 1347
4 (1987). Here, Plaintiffs' claims are typical of those held by Settlement Class members. Plaintiffs
5 were employed by Defendants as non-exempt employees in California during the Class Period,
6 and Plaintiffs contend they were injured by the same challenged policies that allegedly injured
7 the Settlement Class as a whole. *See* Korobkin Decl., ¶¶ 14-18. Thus, typicality is satisfied.

8 **4. Plaintiffs and Class Counsel Will Adequately Represent the Class**

9 The adequacy requirement examines conflicts of interest between named parties and the
10 class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Svcs.*, 155
11 Cal.App.4th 676, 697 (2007). Plaintiffs and their counsel will adequately represent the Settlement
12 Class, as there are no known conflicts between Plaintiffs or their counsel and the Settlement Class.
13 *See McGhee v. Bank of Am.*, 60 Cal.App.3d 442, 450 (1976) (finding adequacy satisfied where
14 there was no indication that plaintiff's counsel was not qualified and the named plaintiff had no
15 interests antagonistic to those of the proposed class). Class Counsel also have extensive
16 experience in wage and hour class action litigation, as noted above.

17 **C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE**

18 The Court should order distribution of the proposed Notice by U.S. Mail, using last known
19 mailing addresses provided by Defendants. This is the "best notice practicable" under the
20 circumstances as it provides "individual notice to all members who can be identified through
21 reasonable effort." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Plaintiffs propose
22 the Settlement be administered by Phoenix Settlement Administrators, an experienced
23 administrator. *See* Jodey Lawrence Declaration and exhibits. Phoenix will run all addresses
24 through the USPS National Change of Address database and will perform "skip traces" to obtain
25 current addresses for Notices returned as undeliverable. *See* Settlement, § 55(B) & (G).

26 The proposed Notice satisfies Cal. Rule of Court 3.766(d) because it advises Settlement
27 Class members of the nature of the claims; the basic contentions and denials of the parties; the
28 key terms of the Settlement; the 60-day deadline to opt out, object, or submit a dispute and how

1 to do so; explains the recovery formula and expected recovery amount for each Settlement Class
2 member; and explains the releases of claims included in the Settlement. *See* Korobkin Decl., Exh.
3 A to Exh. 1. The proposed Notice also includes the final approval hearing date and time, and
4 provides contact information for Class Counsel and the administrator in the event Settlement
5 Class members have any questions about the Settlement. *Id.* This Notice satisfies Cal. Rule of
6 Court 3.766(e) as the most reliable and cost-effective method of reaching the Settlement Class.

7 **D. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

8 Finally, the Court should set a hearing for final approval on a date appropriately scheduled
9 to follow Settlement Class members' response deadline. *See* Cal. Rule of Court 3.769.

10 **V. CONCLUSION**

11 For the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily
12 approve the proposed Settlement, provisionally certify the Settlement Class, and enter the
13 Proposed Order submitted concurrently herewith.

14
15 Dated: July 10, 2025

Respectfully submitted,
MARQUEE LAW GROUP, APC

16
17 By:


Tuvia Korobkin
Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 I declare that I am over the age of eighteen (18) and not a party to this action. My business
3 address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

4 On July 10, 2025 I served the foregoing document(s) described as:

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

7 on all interested parties in this action by transmitting a true copy of the document(s) described
8 above, addressed as follows:

9 **SEE ATTACHED SERVICE LIST**

- 10 () **BY MAIL** as follows: I am "readily familiar" with the firm's practice of collection and
11 processing of correspondence for mailing with the United States Postal Service. I know
12 that the correspondence was deposited with the United States Postal Service on the same
13 day this declaration was executed in the ordinary course of business. I know that the
14 envelope was sealed and, with postage thereon fully prepaid, placed for collection and
15 mailing on this date in the United States mail at Beverly Hills, California.
- 16 () **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the
17 above addressee(s).
- 18 () **BY OVERNIGHT COURIER:** I am "readily familiar" with the firm's practice of
collecting and processing overnight deliveries, which includes depositing such packages in
a receptacle used exclusively for overnight deliveries. The packages were deposited
before the regular pickup time and marked accordingly for delivery the next business day.
- (X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served
electronically to the address of the recipient(s) as set forth below. I am readily familiar
with the Code of Civil Procedure and California Rules of Court for electronic service and
this document/these documents were duly served electronically in accordance with said
rules and regulations on the date stated above, and the transmission was reported as
complete and without error.

19 I declare under penalty of perjury under the laws of the State of California that the above is
20 true and correct. Executed on July 10, 2025 at Beverly Hills, California.

21 
22 _____
23 Yessi Chinchilla
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26
27
28

SERVICE LIST:

LITTLER MENDELSON, P.C. c/o Ryan L. Eddings, Esq. c/o Annureet K. Bezwada, Esq. c/o Aaron M. Bausch, Esq. 5200 North Palm Ave. Suite 302 Fresno, California 93704.2225 Telephone: 559.244.7500 Fax No.: 559.244.7525 Email: reddings@littler.com , abezwada@littler.com , abausch@littler.com , MGutierrez@littler.com ,	<i>Attorneys for Defendant STATEWIDE TRAFFIC SAFETY AND SIGNS, INC.</i>
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