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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

ALEXANDER RUELAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

CENTRAL VALLEY GLASS & SCREEN,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 24CV-05061

Assigned for All Purposes to:
Honorable Mark Bacciarini
Courtroom 8

CLASS ACTION

**NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF NOTICE PACKET,
SETTING OF FINAL APPROVAL
HEARING DATE; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Declaration of Proposed Class Counsel
(Douglas Han); and [Proposed] Order filed
concurrently herewith]

Hearing Date: December 19, 2024
Hearing Time: 8:15 a.m.
Hearing Place: Courtroom 8

Complaint Filed: September 19, 2024
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on December 19, 2024 at 8:15 a.m. or as soon as the
2 matter may be heard, before the Honorable Mark Bacciarini in Courtroom 8 of the Merced County
3 Superior Court located at 627 West 21st Street Merced, California 95340, Plaintiff Alexander
4 Ruelas (“Plaintiff”) will and hereby does move for an order:

- 5 • Granting Preliminary Approval of the class action settlement described herein and
6 as set forth in the Joint Stipulation and Settlement Agreement (“Settlement
7 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the
8 Declaration of Douglas Han, including, and not limited to, the means of allocation
9 and distribution of funds;
- 10 • Conditionally certifying the Class for settlement purposes only;
- 11 • Appointing Plaintiff as the class representative;
- 12 • Appointing Justice Law Corporation as Class Counsel;
- 13 • Approving the Notice of Class Action Settlement and Claim Form (“Notice
14 Packet”) attached as **Exhibit A** and **Exhibit B** to the Agreement respectively;
- 15 • Directing the mailing of the Notice Packet with a postage-paid return envelope to
16 the Class;
- 17 • Approving the proposed deadlines for the claims administration process;
- 18 • Approving ILYM Group, Inc. as the Claims Administrator; and
- 19 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
20 Agreement, at which time the Court will also consider whether to grant Final
21 Approval of the requests for the Attorneys’ Fees and Costs, Class Representative
22 Enhancement Payment, Claims Administration Costs, and approval of the
23 allocation of the Private Attorney General Act of 2004 (“PAGA”) Payment.

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1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); [Proposed] Order filed concurrently with
3 this motion; pleadings and other records on file with the Court in this matter; and such documentary
4 evidence and oral argument as may be presented at the hearing.

5
6 Dated: November 8, 2024

JUSTICE LAW CORPORATION

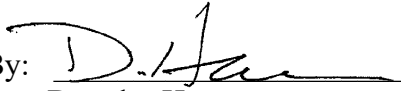
7 By: 
8 Douglas Han
9 *Attorney for Plaintiff*

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a reversionary proposed wage-and-hour class
3 action settlement by Plaintiff on behalf of himself and all current and former hourly-paid or non-
4 exempt employees employed by Defendant Central Valley Glass & Screen, Inc. (“Defendant”)
5 within the State of California at any time during the period from August 17, 2019, through
6 November 13, 2024 (“Class,” “Class Members,” and “Class Period”). At the time of this filing,
7 the number of Class Members is estimated to be five hundred eight (508), which was confirmed
8 by Defendant. (Declaration of Douglas Han In Support of Motion for Preliminary Approval of
9 Class Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

10 **II. BACKGROUND**

11 On August 17, 2023, William Bigeck filed a wage-and-hour class action lawsuit in the
12 Superior Court of California, County of Sacramento (Case No. 23CV007118), alleging eight (8)
13 causes of action. (Han Decl., *supra*, at ¶ 10.)

14 On April 26, 2024, Plaintiff provided written notice to the California Labor and Workforce
15 Development Agency and Defendant. (Han Decl., *supra*, at ¶ 11; Exhibit 3.)

16 After engaging in discovery, investigations, and negotiations, on September 13, 2024, the
17 Parties remotely attended mediation with the mediator Christopher Barnes. (Han Decl., *supra*, at
18 ¶ 12.) The Parties agreed to dismiss William Bigeck’s individual claims against Defendant with
19 prejudice and his class allegations against Defendant without prejudice. (*Ibid.*)

20 In line with the settlement, on September 19, 2024, Plaintiff filed a wage-and-hour class
21 action lawsuit in the Superior Court of California, County of Merced (Case No. 24CV-05061),
22 alleging nine (9) causes of action. (Han Decl., *supra*, at ¶ 13; Exhibit 4.)

23 **III. INVESTIGATION/ LITIGATION HISTORY**

24 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

25 Class Counsel drafted and propounded form interrogatories, special interrogatories,
26 requests for admission, and requests for production of documents. (Han Decl., *supra*, at ¶ 15.)
27 Defendant responded to the formal discovery requests. (*Ibid.*) The Parties met and conferred and
28 agreed to engage in an informal exchange of information and remotely attended mediation. (*Ibid.*)

1 Defendant produced documents relating to the policies, practices, and procedures. (Han
2 Decl., *supra*, at ¶ 16.) Class Counsel also reviewed time records, pay records, and information
3 relating to the size and scope of the Class. (*Ibid.*) Putative class members were also located and
4 interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day
5 violations taking place. (*Ibid.*)

6 Based on the information provided by Defendant and interviews with putative class
7 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees
8 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
9 failed to reimburse employees for necessary business expenses; (4) issued noncompliant wage
10 statements; and (5) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 18-24.)

11 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

12 **i. The Parties Attended Mediation Which Led to the Settlement**

13 The Parties remotely attended mediation with an experienced mediator. (Han Decl., *supra*,
14 at ¶ 25.) Under the auspices of the mediator, the Parties reached a settlement, the terms were
15 memorialized in the Settlement Agreement. (*Id.* at ¶ 25; Exhibits 2, 5.)

16 **ii. The Settlement Was Reached Through Arm’s-Length Negotiations**

17 The Settlement was reached because of arm’s-length negotiations. (Han Decl., *supra*, at ¶
18 28.) Though cordial and professional, the settlement negotiations have always been adversarial
19 and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted extensive
20 arm’s-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

21 Plaintiff and Class Counsel recognize the expense and length of additional proceedings
22 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
23 29.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation,
24 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
25 foregoing, Plaintiff and Class Counsel believe that the Settlement is a fair, adequate, and
26 reasonable settlement and is in the best interests of Class Members. (*Ibid.*)

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1 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

2 The Parties investigated and evaluated the strengths and weaknesses of the claims and
3 defenses before reaching the Settlement and engaged in research and discovery to support the
4 Settlement. (Han Decl., *supra*, at ¶ 30.) The Settlement was only possible following significant
5 investigation and evaluation of the relevant policies and practices, permitting Class Counsel to
6 engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has
7 reached the stage where the Parties understand “the strength of the case; the reasonableness of the
8 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
9 sufficient to support the Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*,
10 at ¶ 30; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

11 **c. Terms of the Proposed Settlement**

12 **i. Deductions from the Settlement**

13 The Parties agreed that this matter be settled and compromised for the reversionary sum of
14 \$985,000 (“Maximum Settlement Amount”) that includes: (1) attorneys’ fees up to \$328,333.33
15 (1/3 of the Maximum Settlement Amount); (2) attorneys’ costs up to \$25,000; (3) Class
16 Representative Enhancement Payment up to \$10,000; (4) Claims Administration Costs up to
17 \$10,000; and (5) PAGA Payment up to \$25,000. (Han Decl., *supra*, at ¶ 26.)

18 **ii. Calculating Settlement Payments**

19 The Net Settlement Amount is estimated to be \$586,666.67. (Han Decl., *supra*, at ¶ 27.)
20 The amount to be distributed to the Claimants will equal at least fifty percent (50%) of the Net
21 Settlement Amount. (*Ibid.*) Any unclaimed amounts above fifty percent (50%) of the Net
22 Settlement Amount will be the exclusive property of Defendant. (*Ibid.*)

23 Claimants will receive a proportionate share of the Net Settlement Amount using the
24 formula set forth in the Agreement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at ¶ 58.) If the
25 total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%)
26 of the Net Settlement Amount, the Claims Administrator will proportionately increase the
27 Individual Settlement Payment for each Claimant to ensure that total Individual Settlement
28 Payments equal fifty percent (50%) of the Net Settlement Amount. (Han Decl., *supra*, at ¶ 25;

Exhibit 2, *supra*, at ¶¶ 27, 57, 58(c).) All Individual Settlement Payments will be allocated fifteen percent (15%) as wages and eighty-five percent (85%) as interest and penalties. (*Id.* at ¶ 78.)

The portion of the PAGA Payment that is to be paid to each PAGA Aggrieved Employee shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at ¶ 56(a)(b).) PAGA Aggrieved Employees' portion of the PAGA Payment will be allocated as one hundred percent (100%) penalties. (*Id.* at ¶ 56(c).)

iii. Notice to the Class

Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List(s) to the Claims Administrator. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at ¶ 61.) Within fourteen (14) calendar days of receiving the Class List(s), the Claims Administrator will mail a Notice Packet with a translation to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available. (*Id.* at ¶ 62.)

iv. Distribution of Funds

The Maximum Settlement Amount will be funded pursuant to the timeline and manner set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at ¶¶ 51, 52.) Uncashed settlement checks will be transmitted to California Controller's Unclaimed Property Fund in the name of the Claimant. (*Id.* at ¶ 75.)

v. Release of Claims

Upon the Effective Date and Defendant funding the Maximum Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged all Released Claims with respect to the Released Parties. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at ¶¶ 38, 82.)

As a condition of the class action settlement, Plaintiff shall separately provide a general release to the Released Parties. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at ¶ 54(a).) Upon the Effective Date and Defendant funding the Maximum Settlement Amount, pursuant to the terms of the Settlement, and solely with respect to the Released Claims, Plaintiff also expressly waives and relinquishes any rights or benefits available under the provisions of section 1542 of the Civil Code. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at ¶ 83.)

1 With regards to class action releases, “[A] court may release not only those claims alleged
2 in the complaint and before the court, but also claims which ‘could have been alleged by reason of
3 or in connection with any matter or fact set forth or referred to in’ the complaint.” (Amaro v.
4 Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in
5 this case are acceptable because they are limited to the scope of the allegations in the operative
6 complaint. The released claims are “based on the identical factual predicate as that underlying
7 the claims in the settled class action.” (Ibid.) In other words, the released claims do not “go
8 beyond the scope of the allegations in the operative complaint” (Ibid.)

9 **d. Counsel for Both Parties Are Experienced in Similar Litigation**

10 The Parties’ counsel are experienced in wage-and-hour employment law and class actions.
11 (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf
12 of employees for Labor Code violations and are experienced and qualified to evaluate the class
13 claims, settlement versus trial on a fully informed basis, and viability of the defenses. (Ibid.) This
14 experience instructed Class Counsel on the risks and uncertainties of further litigation and guided
15 their determination to endorse the Settlement.¹ (Ibid.)

16 **IV. ARGUMENT**

17 **a. Class Action Settlements Are Subject to Court Review**

18 Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before
19 final approval, the court must conduct an inquiry into the fairness of the proposed settlement.”
20 (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary
21 approval of class settlements:

23 ¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until
24 the Notice Packet has been provided to the Class, and they have had an opportunity to respond.
25 This information will be provided to the Court in conjunction with the Motion for Final Approval
26 of Class Action Settlement.

27 ² The California Supreme Court has also authorized California’s trial courts to use Federal
28 Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior
Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where
appropriate, the Parties cite Federal Rule 23 and federal case law in addition to California law.

1 (a) A settlement or compromise of an entire class action, or a cause of action in
2 a class action, or as to a party, requires the approval of the court after
3 hearing.

4 (c) Any party to a settlement agreement may serve and file a written notice of
5 motion for preliminary approval of the settlement. The settlement
6 agreement and proposed notice to class members must be filed with the
7 motion, and the proposed order must be lodged with the motion.

8 Courts have discretion to approve settlements that are fair, not collusive, and consider “all
9 the normal perils of litigation as well as the additional uncertainties inherent in complex class
10 actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
11 *nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

12 **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

13 An understanding of the amount in controversy is an important factor in whether the
14 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of
15 the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
16 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
17 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for
18 plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar*, at p. 130;
19 see also *Munoz*, at p. 409.)

20 *Kullar* instructs the court is not to “decide the merits of the case or to substitute its
21 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*
22 *Retail, Inc., supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum
23 amount the class could recover if plaintiff prevailed on all his claims, provided there is a record
24 that allows “an understanding of the amount that is in controversy and the realistic range of
25 outcomes of the litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, supra*, 186
26 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under
27 Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is
28 within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

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1 **i. The Settlement Amount of \$985,000 Is Fair and Reasonable**

2 The Settlement Agreement was only possible following significant investigation and
3 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in
4 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and
5 potential damages. (Han Decl., *supra*, at ¶ 30.)

6 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
7 pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium
8 wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure
9 to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business &
10 Professions Code section 17200. (Han Decl., *supra*, at ¶ 31.) Defendant vehemently denies the
11 theories of liability. (*Id.* at ¶ 32.)

12 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
13 to certification are always present. (Han Decl., *supra*, at ¶ 33.) As the California Supreme Court
14 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
15 always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
16 *Stores, Inc.* have reached different conclusions concerning certification of wage-and-hour claims.³
17 (*Ibid.*) The calculations for potential damages were discounted.

18 **ii. The PAGA Payment of \$25,000 Is Reasonable**

19 The provisions of the Labor Code potentially triggering PAGA penalties in this case
20 include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5,
21 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*,
22 at ¶ 41.) Defendant asserted that, regardless of the results of the underlying causes of action, PAGA
23 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained
24

25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

1 that it had a strong argument it would be unjust to award maximum PAGA penalties given the
2 law's current unsettled state concerning PAGA penalties. (Han Decl., *supra*, at ¶ 41; *Thurman v.*
3 *Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this
4 authority].) Furthermore, Defendant argued that without stacking and limited to the initial
5 violation, the PAGA penalties would be limited to about **\$20,800** (208 employees x \$100 penalty
6 for initial violation) on the low end and **\$145,600** (208 employees x \$100 penalty for initial
7 violation x 7 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 42-44.)

8 Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at
9 ¶ 45.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*)
10 Allocating \$25,000 to PAGA civil penalties was reasonable given that Defendant is also paying
11 an additional \$960,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in
12 good faith and "there is no indication that [the] amount was the result of self-interest at the expense
13 of other Class Members," such amounts are reasonable.⁴ (*Ibid.*)

14 Considering the defenses, supporting evidence, and position that the case is not suitable for
15 class treatment, the Settlement Agreement is reasonable, adequate, and fair.

16 **c. Discount Analysis Justifies the Settlement**

17 Excluding the civil penalties, which could be completely discretionary, the total estimated
18 potential exposure, assuming certification and prevailing at trial, would be about **\$4,244,447.60**
19 on the low end and around **\$4,550,948.36** on the high end. (Han Decl., *supra*, at ¶ 46.)

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26 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
27 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
28 "[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims".)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$818,287.92	70%	60%	\$98,194.55
Meal Break Premiums	\$682,907.76	60%	50%	\$136,581.55
Overtime/Minimum Wage: Off-the-Clock Work	\$613,001.52 to \$919,502.28	50%	50%	\$153,250.38 to \$229,875.57
Unreimbursed Business Expenses	\$145,540	30%	70%	\$30,563.40
Wage Statement Penalty	\$426,400	50%	50%	\$106,600
Waiting Time Penalty	\$1,558,310.40	50%	50%	\$389,577.60
MAXIMUM TOTAL EXPOSURE	\$4,244,447.60 to \$4,550,948.36⁵			\$914,767.48 to \$991,392.67⁶

The realistic recovery for this case is about **\$914,767.48** on the low end and **\$991,392.67** on the high end. (Han Decl., *supra*, at ¶ 53.) The Maximum Settlement Amount is about twenty-one percent (21.64%) of the maximum potential exposure and around ninety-nine percent (99.36%) of the maximum realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators”). This settlement is in line with the realistic exposure if Plaintiff prevailed at trial and provides a significant recovery for the Class.

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⁵ (Han Decl., *supra*, at ¶¶ 34-40.)

⁶ (*Id.* at ¶¶ 47-52.)

1 **d. Conditional Certification of the Class Is Appropriate**

2 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of
3 a common or general interest, of many persons, or when the parties are numerous, and it is
4 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
5 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1]
6 an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

7 The Class is ascertainable and numerous as to make it impracticable to join all Class
8 Members, and there are common questions of law and fact that predominate over any questions
9 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 54.) Plaintiff contends that his
10 claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect
11 the interests of the Class. (*Ibid.*) Plaintiff asserts that the prosecution of separate actions by
12 individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

13 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

14 “Ascertainability is required in order to give notice to putative class members as to whom
15 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
16 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
17 by describing a set of common characteristics sufficient to allow a member of that group to identify
18 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
19 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
20 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

21 This case involves approximately five hundred eight (508) Class Members, meaning the
22 Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 55; *Ghazaryan v. Diva Limousine, Ltd.*
23 (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and
24 former employees” is sufficiently numerous].)

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1 **ii. Class Members Share a Well-defined Community of Interest**

2 The community of interest requirement “embodies three factors: (1) predominant common
3 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
4 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
5 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
6 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
7 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis
8 in original).) Courts focus on the defendant’s internal policies and “pattern and practice ... in order
9 to assess whether that common behavior toward similarly situated plaintiffs renders class
10 certification appropriate.” (*Ibid.*) The application of each of these factors is discussed below.

11 **1. Common Issues Predominate**

12 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
13 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
14 *Department of Developmental Services, supra*, 155 Cal.App.4th at p. 690.) In other words, courts
15 determine whether the elements necessary to establish liability are susceptible to common proof,
16 even if the class members must individually prove their damages. (*Brinker Restaurant Corp. v.*
17 *Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class
18 certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC*
19 *Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS
20 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.*
21 (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court
22 certified class of dancers on state law claims].)

23 Plaintiff asserts common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 56.) Plaintiff contends that all Class Members were subject to the
25 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

26 **2. Plaintiff’s Claims Are Typical of the Class Claims**

27 Typical claims rely on legal theories and facts that are substantially like those of other class
28 members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

1 Plaintiff is a former employee of Defendant and alleges that he and Class Members were
2 employed by the same company and injured by the common policies and practices related to the
3 claims described above. (Han Decl., *supra*, at ¶ 57.) Plaintiff seeks relief for these claims and
4 derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment
5 practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

6 **3. Plaintiff Is Adequate to Represent the Class**

7 Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 58.)
8 Plaintiff conducted himself diligently and responsibly in representing the Class, understands the
9 fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent
10 time in meetings and conferences with Class Counsel to provide them with a complete
11 understanding of the work experience and environment. (*Ibid.*) Plaintiff also has no interest adverse
12 to the interests of the other Class Members. (*Ibid.*)

13 **4. Class Action Is Superior for the Fair and Efficient Adjudication** 14 **of this Controversy**

15 A class action is superior to other available means for the fair and efficient adjudication of
16 this controversy. Plaintiff contends that the joinder of all Class Members is impractical and that
17 class treatment will permit many similarly situated persons to prosecute their common claims for
18 settlement purposes simultaneously in a single forum without the duplication of effort and expense
19 that numerous individual actions would necessitate. Because several Class Members are also
20 current employees, Plaintiff believes that fear of retaliation further supports the superiority of
21 class-wide relief as this fear often discourages current employees from seeking legal redress.

22 **e. The Settlement Is Fair, Reasonable, and Adequate**

23 In deciding whether to approve a proposed class action settlement under Code of Civil
24 Procedure section 382, the Court must find a proposed settlement is “fair, adequate and
25 reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action
26 settlement is presumed fair under the following circumstances: (1) parties reached settlement after
27 arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the
28 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of

objectors is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements are present herein.

f. Notice to the Class Complies with Rules of Court, Rule 3.769(f)

Rules of Court, rule 3.769(f), provides:

If the court has certified the action as a class action, notice of the final approval hearing must be given to class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.

The Notice Packet will provide: (1) information regarding the nature of the lawsuit; (2) summary of the principal terms; (3) Class definition; (4) total number of workweeks each Class Member worked during the Class Period; (5) each Class Member's estimated settlement payments and formula used to calculate their settlement payments; (6) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes; (7) requirements relating to, and deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection, and written disputes; (8) claims to be released; and (9) date and time of the Final Approval Hearing. (Han Decl., *supra*, at ¶ 63.) The Notice Packet will include the Claim Form, which will provide pertinent employment information. (*Id.* at ¶ 64.)

V. CONCLUSION

Plaintiff submits that the Settlement is in the best interests of the Class. Plaintiff also submits that the Settlement should be preliminarily approved by the Court, Class should be conditionally certified for settlement purposes, and Notice Packet should be approved.

Dated: November 8, 2024

JUSTICE LAW CORPORATION

By: 

Douglas Han

Attorney for Plaintiff

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is shanneyan@justicelawcorp.com

On November 8, 2024, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF NOTICE PACKET, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case: **Alexander Ruelas v. Central Valley Glass & Screen, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-1024882-24**
Case No.: 24CV-05061
Merced County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 8, 2024, at Pasadena, California.



Sophia Hanneyan