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

MICHAEL PAYNE, an individual, on behalf of
himself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

REACH AIR MEDICAL SERVICES, LLC, a
California Limited Liability Company; and
DOES 1 TO 50,

Defendant.

Case Number: 24CV008383

**Plaintiffs' Notice of Motion and Motion for
Preliminary Approval of Class Action and
PAGA Settlement**

Hearing Date: July 24, 2026

Hearing Time: 9:00 a.m.

Department: 22

Judge: Hon. Lauri A. Damrell

Complaint Filed: April 29, 2024

FAC Filed: July 1, 2024

Trial Date: None Set

RESERVATION ID: A-08383-001

BROOKE SOMMERDORF, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

Case Number: 24CV010355

Complaint Filed: May 24, 2024

FAC Filed: September 12, 2024

Trial Date: None Set

1 REACH MEDICAL HOLDINGS, LLC;
2 REACH AIR MEDICAL SERVICES, LLC;
3 CALSTAR AIR MEDICAL SERVICES LLC;
4 and DOES 1–50, inclusive,
5 Defendants.

1 **THE OTTINGER FIRM, P.C.**

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8 Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

1 **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that on July 24, 2026, at 9:00 a.m., or as soon thereafter as the
4 matter may be heard, in Department 22 of the Sacramento Superior Court for the State of California,
5 located at 720 Ninth Street, Sacramento, California 95814, Plaintiffs Michael Payne and Brooke
6 Sommerdorf (“Plaintiffs”), on behalf of themselves, the State of California, as private attorneys
7 general, and on behalf of all others similarly situated, will and hereby do move this Court for entry of
8 an order:

9 1. Preliminarily certifying the settlement class for purposes of settlement pursuant to
10 California Code of Civil Procedure section 382 and California Rules of Court, rule 3.769;

11 2. Preliminarily appointing Plaintiffs Michael Payne and Brooke Sommerdorf as class
12 representatives for purposes of settlement;

13 3. Preliminarily appointing Jonathan Melmed, Kyle D. Smith, and Jaqueline Antillón of
14 Melmed Law Group P.C. and Robert W. Ottinger of The Ottinger Firm, P.C. as class counsel for
15 purposes of settlement;

16 4. Preliminarily approving the settlement as fair, adequate, and reasonable, based upon the
17 terms set forth in the parties’ *Settlement Agreement and Release of Class and PAGA Actions* (hereafter
18 referred to as the “Settlement Agreement”), including payment by Defendants REACH Air Medical
19 Services, LLC, REACH Medical Holdings, LLC, and Calstar Air Medical Services LLC (together,
20 “Defendants”) of the non-reversionary gross settlement amount of \$2,000,000.00 (“Gross Settlement
21 Amount”);

22 5. Preliminarily approving payment of reasonable attorneys’ fees from the Gross
23 Settlement Amount in an amount not to exceed one-third of the Gross Settlement Amount (i.e., up to
24 \$666,666.67), plus necessary litigation costs not to exceed \$40,000.00;

25 6. Preliminarily approving a class representative service payment in an amount of up to
26 \$10,000.00 for each named plaintiff from the Gross Settlement Amount to compensate them for their
27 responsibilities, time, effort, and risks involved in coming forward on behalf of the proposed class;
28

1 7. Preliminarily approving the allocation of \$150,000.00 for penalties pursuant to the
2 California Labor Code Private Attorneys General Act of 2004, of which 75% (i.e., \$112,500.00) shall
3 be paid to the California Labor and Workforce Development Agency (“LWDA”) from the Gross
4 Settlement Amount, with the remaining 25% (i.e., \$37,500.00) payable to the aggrieved employees;

5 8. Appointing Apex Class Action, LLC (the “Settlement Administrator”) as the settlement
6 administrator to handle the notice and administration process and preliminarily approving settlement
7 administration costs not to exceed \$25,000.00 (but which are expected to be approximately
8 \$11,000.00);

9 9. Approving the proposed class notice and ordering it to be disseminated to the class
10 members as provided in the Settlement Agreement;

11 10. Directing the Settlement Administrator to mail the class notice to the proposed class;

12 11. Approving the proposed deadlines for the notice and administration process as reflected
13 in this motion and in the Settlement Agreement; and

14 12. Setting a date for a final fairness hearing to determine, following dissemination of the
15 proposed class notice packet, whether to grant final approval of the settlement.

16 Pursuant to California Rules of Court, Rule 3.769(d) and (e), this motion is made on the grounds
17 that the proposed Settlement Agreement satisfies all criteria for preliminary approval and falls well
18 within the range of reasonableness. The Settlement Agreement was reached through informed, arm’s
19 length bargaining between experienced attorneys with the assistance of an experienced neutral, and
20 Plaintiffs and Plaintiffs’ counsel will fairly and adequately represent the Class.

21 This motion is based on this Notice of Motion and Motion for Preliminary Approval of Class
22 Action Settlement; the Memorandum of Points and Authorities in support thereof; the declaration of
23 Plaintiffs’ counsel Kyle D. Smith; the declarations of Plaintiffs; the Settlement Agreement; the
24 proposed class notice; the proposed order granting preliminary approval of the Settlement Agreement
25 and setting a settlement fairness hearing; the other records, pleadings, and papers filed in this action;
26 and upon such other evidence or argument as may be presented to the court at the hearing of this motion.

27 Because this motion seeks, in part, preliminary certification of a class, the papers herein are
28 filed in compliance with Rule 3.764, subdivision (c)(1), of the California Rules of Court, which permit

1 a memorandum in support of the motion of up to 20 pages.

2 A copy of this motion has been provided to Defendants' counsel in advance of filing, and
3 Defendants do not oppose it.

4 Dated: June 29, 2026

MELMED LAW GROUP P.C.

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7 **KYLE D. SMITH**

8 Attorneys for Plaintiffs, the Putative Class, and the
9 Aggrieved Employees
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This motion seeks preliminary approval of a wage-and-hour class action and PAGA settlement
4 between Plaintiffs Michael Payne and Brooke Sommerdorf (“Plaintiffs”) and Defendants REACH Air
5 Medical Services, LLC, REACH Medical Holdings, LLC, and Calstar Air Medical Services LLC
6 (“Defendants”) (collectively, the “Parties”) for the Gross Settlement Amount of \$2,000,000.00. A true
7 and correct copy of the *Settlement Agreement and Release of Class and PAGA Actions* (the “Settlement
8 Agreement”) is attached as **Exhibit A** to the concurrently filed *Declaration of Kyle D. Smith in Support*
9 *of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement* (“Declaration of
10 Kyle D. Smith” or “Smith Decl.”). The Settlement Agreement, in its entirety, is incorporated herein by
11 reference.

12 Under the Settlement Agreement, the Gross Settlement Amount is to be distributed to
13 approximately 1,000 individuals defined as two sub-classes: **(1) Flight Crew Settlement Sub-Class**: All
14 persons employed by Defendants in California as non-exempt Pilots, Paramedics, and Nurses during
15 the period from May 5, 2023 through August 8, 2025; and **(2) Non-Flight Crew Settlement Sub-Class**:
16 All persons employed by Defendants in California as non-exempt employees during the period from
17 May 24, 2020 through August 8, 2025. (Settlement Agreement, at p. 10.) These employees are referred
18 to herein individually as the “Class Members” or collectively as the “Class.”

19 Plaintiffs also represent a group of approximately 800 aggrieved employees on behalf of the
20 State of California as private attorneys general pursuant to the California Labor Code Private Attorneys
21 General Act of 2004, Labor Code sections 2698 through 2699.6 (“PAGA”). The definition of the
22 “Aggrieved Employees” for these purposes shall mean all persons employed by Defendants in
23 California as non-exempt employees during the PAGA Period. The “PAGA Period” is defined as the
24 period from April 27, 2023, through August 8, 2025. (Settlement Agreement, at p. 8.)

25 The Settlement Agreement is a non-reversionary settlement, meaning that none of the Gross
26 Settlement Amount will revert to Defendants. (Settlement Agreement, at p. 14; Smith Decl., ¶ 5.)
27 Subject to court approval, the “Net Settlement Amount” of at least \$1,135,833.33 will be distributed to
28 Class Members who do not request exclusion from the settlement and the Aggrieved Employees, less

applicable taxes, calculated as follows:

Gross Settlement Amount	\$2,000,000.00
Attorneys' Fees	(up to \$666,666.67)
Litigation Costs	(up to \$40,000.00)
Settlement Administration Costs	(up to \$25,000.00)
Service Awards to Plaintiffs	(up to \$20,000.00)
PAGA Payment to LWDA	(\$112,500.00)
Net Settlement Amount	\$1,135,833.33

Because the settlement is fair and reasonable, was negotiated at arm's length between counsel following extensive investigation and discovery, was reached after participation in a full-day mediation, it should be preliminarily approved.

II. BACKGROUND

A. THE PARTIES

Defendants REACH Air Medical Services, LLC, REACH Medical Holdings, LLC, and Calstar Air Medical Services LLC provide emergency medical and transportation services. Plaintiff Payne worked for Defendants in California as a lead pilot from approximately December 2016 to early 2024. Plaintiff Sommerdorf worked (and continues to work) as an hourly-paid non-exempt Flight Coordinator from approximately September 1, 2016, to the present. Plaintiffs allege that Defendants' employees experienced various violations of California's wage-and-hour laws. (Smith Decl., ¶¶ 18–21.)

B. PROCEDURAL SUMMARY

On or about April 26, 2024, Plaintiff Payne submitted a letter to the California Labor and Workforce Development Agency ("LWDA") to notify the LWDA, pursuant to PAGA, of Plaintiff Payne's intent to seek civil penalties against Defendant REACH Air Medical Services, LLC for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and others that may be applicable; and California Industrial Welfare Commission ("IWC") Wage Orders 4-2001 and/or 9-2001 (the

1 “Applicable Wage Orders”). (Cal. Code of Regs., tit. 8, §§ 11040, 11090; Smith Decl., ¶ 22.) The letter
2 attached Plaintiff Payne’s original complaint, and incorporated the original complaint by reference, and
3 thus sought penalties for claims identical to those alleged in the case. For the Court’s reference, a copy
4 of Plaintiff Payne’s letter to the LWDA is attached as **Exhibit B** to the concurrently filed Declaration
5 of Kyle D. Smith.

6 On April 29, 2024, Plaintiff Payne filed his initial class action complaint in the present action,
7 wherein he alleged, on behalf of himself and all other similarly situated employees, causes of action
8 against Defendant REACH Air Medical Services, LLC (the “*Payne Action*”) for: **(1)** failure to pay all
9 minimum wages, **(2)** failure to pay all overtime wages, **(3)** failure to provide rest periods and pay
10 missed rest period premiums, **(4)** failure to provide meal periods and pay missed meal period
11 premiums, **(5)** failure to maintain accurate employment records, **(6)** failure to pay wages timely during
12 employment, **(7)** failure to pay all wages earned and unpaid at separation, **(8)** failure to indemnify all
13 necessary business expenditures, **(9)** failure to furnish accurate itemized wage statements, and
14 **(10)** violations of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). (Smith
15 Decl., ¶ 23.)

16 On May 10, 2024, Plaintiff Sommerdorf separately filed a PAGA letter with the LWDA against
17 Defendants, alleging largely identical claims to those alleged by Plaintiff Payne, with the addition of
18 allegations concerning sick pay violations. (Smith Decl., ¶ 24.) For the Court’s reference, a copy of
19 Plaintiff Sommerdorf’s letter to the LWDA is attached as **Exhibit C** to the concurrently filed
20 Declaration of Kyle D. Smith.

21 On May 24, 2024, Plaintiff Sommerdorf filed her initial class action complaint in the
22 Sacramento County Superior Court as case number 24CV010355 (the “*Sommerdorf Action*”), wherein
23 she alleged, on behalf of herself and all other similarly situated employees, causes of action against
24 Defendants for: **(1)** failure to pay all minimum wages, **(2)** failure to pay all overtime wages, **(3)** failure
25 to provide rest periods and pay missed rest period premiums, **(4)** failure to provide meal periods and
26 pay missed meal period premiums, **(5)** failure to pay all wages earned and unpaid at separation,
27 **(6)** failure to pay wages timely during employment, **(7)** failure to furnish accurate itemized wage
28 statements, **(8)** violation of California Labor Code sections 223 and 224, **(9)** failure to maintain

1 accurate employment records, **(10)** violations of California’s Unfair Competition Law (Bus. & Prof.
2 Code, §§ 17200–17210). (Smith Decl., ¶ 25.)

3 On July 1, 2024, Plaintiff Payne filed a first amended complaint alleging causes of action
4 against Defendant REACH Air Medical Services, LLC, removing his causes of action for meal and
5 rest period violations, and adding one cause of action for penalties based on the foregoing pursuant to
6 PAGA. (Lab. Code, §§ 2698–2699.6; Smith Decl., ¶ 26.) On September 12, 2024, Plaintiff Sommerdorf
7 filed a first amended complaint alleging causes of action against Defendants for those described in the
8 original Complaint and adding one cause of action for penalties based on the foregoing pursuant to
9 PAGA. (Lab. Code, §§ 2698–2699.6; Smith Decl., ¶ 27.)

10 On or about December 6, 2024, Defendants filed a Notice of Related Cases identifying the
11 following matters: **(1)** *Payne v. REACH Air Medical Services, LLC* (Sacramento Cnty. Sup. Ct., No.
12 24CV008383); **(2)** *Sommerdorf v. REACH Medical Holdings, LLC, et al.* (Sacramento Cnty. Sup. Ct.,
13 No. 24CV010355) **(3)** *Reni, et al. v. REACH Medical Holdings, LLC, et al.* (Alameda Sup. Ct., No.
14 RG20072101); and **(4)** *Mason v. REACH Air Medical Services, LLC* (Sacramento Sup. Ct., No. 34-
15 2021-00308894).¹ (Smith Decl., ¶ 28.)

16 On or about January 23, 2025, Plaintiffs’ counsel, Melmed Law Group P.C., filed a Notice of
17 Appearance as co-counsel of record for Plaintiff Sommerdorf. Plaintiffs in both the *Payne* Action and
18 the *Sommerdorf* Action agreed to informally coordinate their cases for the purposes of mediation and
19 settlement. (Smith Decl., ¶ 29.)

20 Thereafter, Plaintiffs agreed to jointly attend a private mediation with Louis Marlin. Prior to
21 the mediation, Plaintiffs’ counsel conducted significant informal discovery. Discovery, investigation,
22 and prosecution have included, among other things, numerous telephonic conferences with Plaintiffs;
23 inspection and analysis of thousands of pages of documents; analysis of work-related data from a
24 _____

25 ¹ Of note, the *Mason* action was dismissed with prejudice on November 29, 2023, and the *Reni* action
26 was resolved through a settlement which received final approval on September 21, 2023. As such,
27 neither action has been in active litigation during the pendency of the *Payne* Action or the *Sommerdorf*
28 Action. (Smith Decl., ¶ 28.)

1 sample of Class Members and Aggrieved Employees; an analysis of the legal positions taken by
2 Defendants; investigation into the viability of class treatment of the claims asserted in the action;
3 analysis of potential class-wide damages, including information sufficient to understand Defendants'
4 potential defenses to Plaintiffs' claims; research of the applicable law with respect to the claims asserted
5 in the operative complaints and the potential defenses thereto; and assembling and analyzing of data
6 for calculating damages. (Smith Decl., ¶ 30.)

7 Among other key pieces of information, Plaintiffs' counsel requested in its informal discovery
8 letter the wage statements and time and pay records for a statistically significant sample size of Class
9 Members during the Class Period. Given the existence of the overlapping *Reni* litigation that had
10 already released the claims asserted for the majority of the putative class through May 5, 2023, the pre-
11 mediation production focused on the May 5, 2023, time period. Defendants produced data for 72
12 employees in 24 different positions, representing approximately 7% of the putative class. This sampling
13 included payroll and time records for Class Members' shifts during the Class Period. From these
14 records, Plaintiffs, with the help of their expert, were able to carefully craft a damages model for each
15 of the categories of alleged claims for which the data would reflect violations, which they extrapolated
16 across the rest of the putative class. (Smith Decl., ¶ 31.)

17 On May 20, 2025, the Parties participated in a full-day mediation with Louis Marlin, a full-time
18 mediator with extensive experience in California wage-and-hour class-action lawsuits. The mediation
19 negotiations were contentious; however, the Parties reached a collective agreement in both the *Payne*
20 and *Sommerdorf* actions. After additional extensive negotiations, the Parties executed the longform
21 Settlement Agreement, now before the Court for approval. (Smith Decl., ¶ 32.)

22 Plaintiffs now seek the Court's preliminary approval of the Settlement Agreement on behalf of
23 themselves, the Class, and the Aggrieved Employees.

24 **III. SUMMARY OF THE CLAIMS, DEFENSES, AND EXPOSURE**

25 Together, Plaintiffs alleged several categories of wage and hour violations on behalf of the
26 Class Members and Aggrieved Employees. Those claims stem from several categories of allegedly
27 illegal employment practices. Most importantly, Plaintiffs alleged rounding, fabricated records and off-
28 the-clock practices, meal and rest break violations, and other derivative violations. (Smith Decl., ¶ 34.)

1 Defendants have persistently maintained that their wage and hour policies and practices were
2 lawful, denied all liability of any kind associated with the claims and allegations, and further denied
3 that Plaintiffs, the Class Members, or the Aggrieved Employees are entitled to any relief. Defendants
4 also deny that Plaintiffs' claims were appropriate for class or representative treatment for any purpose
5 other than the settlement. Defendants maintain, among other things, that they have complied with
6 California laws in all respects. (Smith Decl., ¶ 35.) These claims, defenses, and potential damages are
7 summarized in more detail below.

8 **A. ALLEGATIONS OF FABRICATED RECORDS, ROUNDING, AND OFF-THE-**
9 **CLOCK PRACTICES**

10 Labor Code section 1197 requires employees to be paid at least the minimum wage fixed by
11 the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code section
12 1194 entitles "any employee receiving less than the legal minimum wage . . . to recover in a civil action
13 the unpaid balance of the full amount of this minimum wage." (See also Lab. Code, §§ 1185 [giving
14 the Applicable Wage Order the force of law], 1198 [same].) Labor Code sections 1194, subdivision
15 (a), and 1194.2, subdivision (a), provide that an employer who has failed to pay its employees the legal
16 minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as
17 liquidated damages in an amount equal to the wages due and interest thereon. (See also Lab. Code, §§
18 1197.1, 1199; but see Lab. Code, § 1194.2, subd. (b) [liquidated damages not applicable if employer
19 acted on good faith belief].) These minimum wage standards apply to each hour that employees work.
20 Therefore, an employer's failure to pay for any particular time worked by an employee is unlawful,
21 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
22 hourly wage above minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

23 A rounding policy is in violation of California law if it "systematically undercompensate[s]
24 employees" such as where the rounding policy "encompasses only rounding down." (*See's Candy*
25 *Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 901–902.) More recently, the California
26 Court of Appeal has called into question all rounding practices when time rounding "results in the
27 failure to pay an employee for all time worked." (*Camp v. Home Depot U.S.A., Inc.* (2022) 84
28 Cal.App.5th 638, 659.) "[I]f an employer, as in this case, can capture and has captured the exact amount

1 of time an employee has worked during a shift, the employer must pay the employee for ‘all the time’
2 worked.” (*Id.* at p. 660.)

3 First, Plaintiffs alleged that Defendants failed to properly track the Class Members’ hours.
4 Plaintiffs argued that the time sheets produced by Defendants demonstrated they engaged in the
5 practice of rounding the Class Members time records. Plaintiffs also alleged that Defendants’ records
6 were, on their face, fabricated to reflect *scheduled* hours rather than hours actually worked. Plaintiffs’
7 expert concluded that the alleged rounding resulted in a net underpayment in 36.8% of pay periods
8 examined. (Smith Decl., ¶ 36.)

9 Second, as to the Flight Crew Class, Plaintiff Payne alleged that Defendants edited clock-in
10 times to adhere to Federal Aviation Administration’s (“FAA”) crew rest standards. Specifically,
11 Plaintiff Payne reported that, prior to beginning his shift he was required to be on-call at work. Rather
12 than accurately reporting this on-call time as paid time worked before his flight, Plaintiff Payne claimed
13 that Defendants would alter his time records to shift a portion (but not all) of that time to the end of his
14 shift (approximately 5–10 minutes per shift). (Smith Decl., ¶ 37.)

15 Third, Plaintiff Sommerdorf alleged that prior to January 2024, Defendants paid members of
16 the Non-Flight Crew Settlement Sub-Class less than minimum wage for their on-call time. Specifically,
17 Plaintiff Sommerdorf reported that she was paid \$4.00 per hour prior to her on-call shifts and that the
18 nature of her on-call time constituted hours worked that should be paid at least minimum wage and
19 count towards overtime hours. (Smith Decl., ¶ 38.)

20 Defendants countered that Plaintiffs and the Class Members were required to accurately record
21 all hours worked and that their wage statements were accurate and properly reflected the hours they
22 worked, and denied that any time records had been inappropriately or inaccurately edited or rounded.
23 Defendants asserted the possibility of Wage Order 9, Section 3(k) eliminating daily overtime rules as
24 to ambulance drivers and, to the extent that there were any rounding rules in effect during the class
25 period, would have been able to argue that those rules were facially neutral, often resulted in
26 overpayment rather than underpayment, and resulted in only minimal (if any) net exposure. (Smith
27 Decl., ¶ 39.) Additionally, Defendants may have argued that Plaintiffs’ testimonies were incorrect or
28 presented contrary testimony from other employees.

1 Plaintiffs' analysis estimated that Class Members performed an average of 7.5 minutes per shift
2 of off-the-clock work at an overtime regular rate of \$50.50 per hour across 282,660 shifts including the
3 potential for liquidated damages, resulting in total estimated exposure of \$5,352,873.75. (Smith Decl.,
4 ¶ 40.) In light of Defendants' good-faith defenses, Plaintiffs ascribed a 90% discount due to the very
5 real risks that this court would agree with Defendants' good-faith and evidentiary defenses described
6 above. As such, Plaintiffs estimated Defendants' realistic exposure for unpaid wages in this category
7 to be approximately **\$535,287.38**. (Smith Decl., ¶ 40.)

8 **B. MEAL AND REST PERIOD ALLEGATIONS**

9 Employers are required to provide their nonexempt employees with a thirty-minute
10 uninterrupted and duty-free meal period within the first five hours of work. (Lab. Code, § 512, subd.
11 (a).) Additionally, an employee who works more than ten hours per day is entitled to receive a second
12 thirty-minute uninterrupted and duty-free meal period. (Lab. Code, § 512, subd. (a).) Likewise, under
13 Labor Code section 226.7 and the Applicable Wage Order, employers are required to provide their non-
14 exempt employees with compensated, duty-free rest periods of not less than ten minutes for every
15 major fraction of four hours worked. Labor Code section 226.7 provides that employers must pay their
16 employees one additional hour of pay for each workday that a "meal or rest or recovery period is not
17 provided." (Lab. Code, § 226.7, subd. (c).)

18 Here, Plaintiffs alleged that the Class Members regularly experienced meal break violations.
19 Plaintiffs' expert reported that the time data indicated that 76.9% of shifts greater than 6 hours did not
20 include a recorded first meal period, that 45.0% of all first meal periods recorded were recorded as
21 starting after the end of the fifth hour of work, 5.3% of all meal periods were recorded as lasting less
22 than 30 minutes, and that 99.2% of all second-meal-period-eligible shifts did not include a recorded
23 second meal period. This analysis also suggested that meal period premiums were paid in 11.2% of all
24 shifts in which a compliant meal period was not evident in the time records. (Smith Decl., ¶ 41.)

25 Plaintiffs' rest break claims were based on Plaintiff Sommerdorf's claims, which alleged that
26 she and other members of the Non-Flight Crew Settlement Sub-Class were provided with three rest
27 periods that were improperly split into two 15-minute intervals. More specifically, based on the length
28 of Plaintiff Sommerdorf's shifts, she contended that she was entitled to three 10-minute rest breaks,

1 totaling 30 minutes, but instead received 30 minutes of paid rest break time that were improperly
2 structured as two 15-minute breaks rather than three distinct 10-minute periods. This, she argued, meant
3 that she received only two compliant rest breaks per shift. Plaintiff Sommerdorf additionally alleged
4 that she was routinely required to skip her rest periods due to a heavy workload. (Smith Decl., ¶ 42.)

5 Defendants argued that they had compliant meal and rest break policies and practices and that
6 changes in meal and rest break laws as applied to ambulance personnel enacted through Proposition 11
7 as well as injunctive relief included as part of the settlement in the *Reni, et al. v. REACH Medical*
8 *Holdings, LLC, et al.* (Alameda Sup. Ct., No. RG20072101) matter mooted any meal and rest break
9 claims for all flight nurses, flight paramedics, and pilots, who made up the majority of the putative
10 class. (Smith Decl., ¶ 43.)

11 Defendants also argued that Plaintiffs' expert analysis misunderstood Proposition 11 and its
12 impact, as well as that class members were afforded significant discretion to take their breaks when
13 they chose, that well-established policies instructed class members to report when they were unable to
14 take appropriate meal breaks and that they were paid appropriate premiums whenever they did so, and
15 that significant class-wide variation would have made certification impossible. (Smith Decl., ¶ 44.)

16 Plaintiffs' rest break claims were also susceptible to arguments that class members were
17 afforded significant discretion to take their breaks when they chose, that well-established policies
18 instructed class members to report when they were unable to take appropriate rest breaks and that they
19 were paid appropriate premiums whenever they did so, that Plaintiff Sommerdorf's allegations
20 presented individualized issues, and that significant class-wide variation would have made certification
21 impossible. (Smith Decl., ¶ 45.)

22 For the purposes of settlement, Plaintiffs estimated: **(1)** an 88.9% violation rate for meal periods
23 and, with a regular rate of \$50.50 across 233,706 shifts exceeding 6 hours; and **(2)** a 75% violation rate
24 for rest periods with a regular rate of \$50.50 across 253,508 shifts exceeding 3.5 hours. In total,
25 Plaintiffs estimated Defendants' *maximum* potential exposure for meal and rest break claims was
26 approximately \$20,093,730. This figure, however, involved a high degree of uncertainty, in terms of
27 legal viability due to Defendants' defenses—particularly insofar as they concerned Defendants'
28 position that Proposition 11 and the changes implemented as part of the *Reni* settlement rendered

1 Plaintiffs’ meal and rest break claims moot, as well as Defendants’ other merits, procedural, and good
2 faith defenses. Plaintiffs therefore estimated Defendants’ realistic exposure for this claim to be
3 approximately **\$502,343.24**. (Smith Decl., ¶ 46.)

4 **C. DERIVATIVE WAITING TIME PENALTY ALLEGATIONS**

5 Plaintiffs alleged that, because of the violations described above, several derivative causes of
6 action arise. First, Plaintiffs sought recovery for waiting time penalties under Labor Code section 203.
7 As with Plaintiffs’ other claims, Defendants argued that the employees were fully compensated and
8 that such violations were rare and nominal in value, if they occurred at all. Defendants thus concluded
9 that it was unlikely that Plaintiffs will establish waiting time penalties because the employees had been
10 fully and timely compensated upon discharge, and to the extent that any final pay violations did occur,
11 they were caused by employees’ failure to record all time worked or report shifts during which they
12 were unable to take compliant meal and rest breaks in compliance with Reach’s policies, affording
13 Defendants good faith defenses. (Smith Decl., ¶ 47.)

14 Plaintiffs estimated 324 Employees terminated their employment during the waiting time date
15 range. Thus, the maximum value of the waiting time penalty claim was therefore derived from the
16 following formula: 324 employees × 30 days × 8 hours × average rate of pay of \$47.01 per hour (or
17 \$3,655,497.60). However, after ascribing a 90% discount due to the very real risks that this Court would
18 agree with Defendants’ good faith defenses and because the claim is derivative of the underlying claims
19 which may also fail to be certified or win on the merits, Plaintiffs estimated Defendants’ realistic
20 exposure for this claim to be approximately **\$365,549.76**. (Smith Decl., ¶ 48.)

21 **D. DERIVATIVE WAGE STATEMENT ALLEGATIONS**

22 Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the time of
23 each payment to furnish an itemized wage statement. Employers that knowingly and intentionally fail
24 to provide their employees with accurate, itemized wage statements may be subject to penalties under
25 Labor Code section 226, subdivision (e). However, “[a]n employer that believes reasonably and in
26 good faith, albeit mistakenly, that it has complied with wage statement requirements does not fail to
27 comply with those requirements knowingly and intentionally.” (*Naranjo v. Spectrum Security Services,*
28 *Inc.* (2024) 15 Cal.5th 1056, 1087.)

1 Plaintiffs alleged that, by virtue of the allegations that Defendants failed to properly pay the
2 employees their wages as described above, Defendants had likewise failed to provide the employees
3 with compliant wage statements reflecting their gross wages earned and their net wages earned. (Smith
4 Decl., ¶ 49.) As with Plaintiffs’ other claims, Defendants argued that the employees were fully
5 compensated and that such violations were rare and nominal in value, if they occurred at all. Defendants
6 thus concluded that Plaintiffs will not be able to establish a violation that impacted the wage statement
7 for each class member/aggrieved employee for every pay period—let alone a knowing and intentional
8 violation—as would be required to recover the applicable penalties. (Smith Decl., ¶ 49.)

9 In terms of Defendants’ exposure for this claim, Plaintiffs calculated that based on the informal
10 discovery produced, Defendants were potentially liable for approximately \$2,867,150 in penalties
11 pursuant to Labor Code section 226, subdivision (e). Plaintiffs then ascribed a 75% discount based on
12 the very real risks that: **(1)** this Court might find that the employees were fully compensated and that
13 such violations were rare and nominal in value, if they occurred at all, and **(2)** this Court might find
14 that Defendants’ alleged wage statement errors caused little or no injury to the Class Members or were
15 not knowing and intentional. Plaintiffs calculated that Defendants’ realistic exposure for this claim was
16 **\$716,787.50**. (Smith Decl., ¶ 50.)

17 **E. PAGA PENALTIES**

18 Under former Labor Code section 2699, subdivision (f)(2), and section 2699.5, employers that
19 violate certain provisions of the Labor Code are subject to penalties according to the following formula:

- 20 1. \$100.00 for the initial violation per employee per pay period; and
- 21 2. \$200.00 for each subsequent violation per employee per pay period.

22 These penalties must be allocated seventy-five percent (75%) to the LWDA and twenty-five
23 percent (25%) to the affected employees. (Lab. Code, § 2699, subd. (i).) Plaintiffs alleged that, because
24 of the violations described above, Defendants were liable for these penalties for each applicable pay
25 period during the applicable PAGA Period. In ascertaining Defendants’ exposure for this claim,
26 Plaintiffs considered that courts have refused to “stack” PAGA penalties, severely limiting the
27 recoverable PAGA penalties. (See *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529
28 [approving PAGA penalty reduction to \$5 per pay period]; accord *Atempa v. Pedrazzani* (2018) 27

1 Cal.App.5th 809.) Plaintiffs also considered that, given the nature of the allegations and Defendants’
2 efforts at good faith compliance with the Labor code, there is a likelihood that a further reduction of
3 the penalty to \$5 per pay period as approved in *Carrington* would apply. (Smith Decl., ¶ 51; *Carrington*
4 *v. Starbucks Corp.*, *supra*, 30 Cal.App.5th at p. 529.)

5 Here, the pre-mediation data exchange included approximately 26,526 pay periods within the
6 applicable PAGA period. Plaintiffs believed Defendants’ alleged exposure for PAGA penalties to be
7 \$100 × 26,526 (or \$2,652,600, at the initial violation rate) per Labor Code violation. However,
8 Plaintiffs ascribed a discount in consideration of Defendants’ defenses and the very real risk of a court
9 reducing the amount of awarded PAGA penalties—which exceeded a realistic valuation of Defendants’
10 exposure. Plaintiffs thus adopted a modified *Carrington* approach, using a \$10-per-pay-period penalty
11 amount to calculate that the Defendants’ realistic exposure for this claim was **\$265,260.00**. (Smith
12 Decl., ¶ 52.)

13 **IV. SUMMARY OF THE PROPOSED SETTLEMENT**

14 Under the Settlement Agreement, Defendants will be released of all claims set forth in the
15 *Payne* and *Sommerdorf* actions in exchange for paying \$2,000,000.00. (See generally, Settlement
16 Agreement.) The Gross Settlement Amount includes: **(1)** the fees and expenses of the Settlement
17 Administrator of up to \$25,000.00, but which are currently estimated to not exceed \$11,000.00;
18 **(2)** attorneys’ fees not to exceed one-third of the Gross Settlement Amount, i.e., \$666,666.67;
19 **(3)** litigation costs not to exceed \$40,000.00; **(4)** service awards to each named Plaintiff of up to
20 \$10,000.00 (\$20,000.00 total); and **(5)** payment to the LWDA for its share of the PAGA penalties in
21 the amount of \$112,500.00. (Settlement Agreement, at pp. 14–18.) After all Court-approved deductions
22 from the Gross Settlement Amount, the remaining amount (i.e., the Net Settlement Amount), which
23 consists of at least \$1,135,833.33, will be distributed as follows: the payment of taxes and required
24 withholdings; a payment of \$37,500.00 going to the Aggrieved Employees for their share of the PAGA
25 penalties; and the remainder being distributed to all participating Class Members. (Settlement
26 Agreement, at p. 15; Lab. Code, § 2699, subd. (i).)

27 **A. REASONABLENESS OF THE GROSS SETTLEMENT AMOUNT**

28 Plaintiffs have applied appropriate discounts on the maximum settlement value as calculated

1 above to come to Defendants’ realistic exposure of **\$2,385,227.88**. As explained above, the issues in
2 this case were hotly contested—both legally and factually. While Plaintiffs continue to believe in the
3 merits of the case, Defendants argued that they fully complied with California’s wage and hour laws,
4 and thus faced minimal exposure, if any. Therefore, the Gross Settlement Amount of \$2,000,000.00 is
5 an excellent result and within the zone of reasonableness for all parties. (Smith Decl., ¶ 53.) If
6 preliminary approval is granted, Plaintiffs will have recovered **83.85%** of the estimated realistic
7 exposure for the Class Members in this case—a fair compromise of the claims, by any measure. (*Ibid.*)

8 The Gross Settlement Amount in the Settlement Agreement was reached only after the case
9 was thoroughly investigated by Plaintiffs’ counsel. As explained above, Plaintiffs, through counsel,
10 reviewed, among other key pieces of information, the records provided by Defendants. Defendants
11 produced a sample size that Plaintiffs believed to be sufficient for Plaintiffs’ statistical analysis. This
12 sampling included payroll records and time records for Class Members’ shifts during the Class Period.
13 From these records, Plaintiffs were able to carefully craft an assumption-based damages model for each
14 of the categories of alleged claims for which the data would reflect violations. In total, Plaintiffs’
15 counsel reviewed thousands of pages of documents prior to agreeing to settle the case. (Smith Decl., ¶
16 54.) These documents, along with the other investigation and discovery described above, were
17 sufficient to allow counsel to act intelligently in reaching the Settlement Agreement and determining
18 that the Gross Settlement Amount was adequate. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
19 1802.)

20 **B. SETTLEMENT ALLOCATION FORMULA**

21 Individual payments to the Class Members from the class-portion of the settlement will be
22 calculated and apportioned based on the number of weeks worked as an eligible Class Member in
23 California by the participating Class Member during the Class Period (the “Individual Settlement
24 Payments”). (Settlement Agreement, at p. 23.) Individual payments to the Aggrieved Employees from
25 the PAGA-portion of the settlement will be allocated based on the pro rata number of qualifying pay
26 periods worked. (Settlement Agreement, at p. 24.)

27 **C. SELECTION OF THE SETTLEMENT ADMINISTRATOR**

28 Plaintiffs, through counsel, have obtained bids from several settlement administration

1 companies for the settlement administration of this case. Of those, Apex Class Action, LLC presented
2 the lowest qualified bid of the settlement administration companies solicited. Accordingly, the Parties
3 propose to use Apex Class Action, LLC as the settlement administrator. (Smith Decl., ¶ 57.) A copy of
4 the bid from Apex Class Action, LLC is attached as **Exhibit D** to the Declaration of Kyle D. Smith.
5 The settlement administrator will be responsible for processing the settlement payments and providing
6 notice to the Class Members as outlined in the Settlement Agreement. (Settlement Agreement, at pp.
7 18–22.)

8 **D. Notice Procedures**

9 Within 14 days of the Court granting preliminary approval of the Settlement Agreement,
10 Defendants shall provide the Settlement Administrator with an updated list of Class Members and
11 members of the PAGA Settlement Class containing names, social security numbers, dates of
12 employment, number of workweeks worked during the Class Period, number of Qualifying PAGA Pay
13 Periods, last-known addresses, and phone numbers. (Settlement Agreement, at pp. 19–20.)

14 Within 28 days following the Preliminary Approval Date, the Settlement Administrator shall
15 populate the data for each Class Member accordingly, and send each Class Member the Class Notice
16 via first-class, United States mail. (Settlement Agreement, at p. 20.) The parties propose using the Class
17 Notice and Share Form attached as **Exhibit 1** and **Exhibit 2** to the Settlement Agreement.

18 Class Members who do not timely request exclusion from the Settlement Agreement will be
19 deemed to be participating Class Members without having to submit a claim form or take any other
20 action. (Settlement Agreement, at p. 20.) To request exclusion from the Settlement Agreement, the
21 Class Member must submit a letter or postcard to the Settlement Administrator postmarked by the
22 Response Deadline. The opt-out request must state the Class Member's name, address, telephone
23 number, and signature. (Settlement Agreement, at p. 20.)

24 **E. RESIDUAL AMOUNT**

25 Class Members will have 180 days to cash their settlement checks. If a Class Member fails to
26 cash his/her check by the deadline, then such funds will be paid to the California State Controller's
27 Unclaimed Property Fund in the name of the Class Member pursuant to the escheat procedures set forth
28 in the California Code of Civil Procedure sections 384, subd. (b). (Settlement Agreement, at pp. 25–

1 26.)

2 **F. TAX TREATMENT**

3 The Settlement Agreement provides that 20% of each individual settlement payment from the
4 class-portion of the Settlement Agreement shall constitute wages (for which each participating Class
5 Member will be issued an IRS Form W-2 for such payment), and 80% shall constitute interest,
6 reimbursement, and penalties (for which each participating Class Member will be issued an IRS Form
7 1099 for the interest and penalty allocation). (Settlement Agreement, at p. 16.) This allocation was
8 selected because alleged violations relating to non-wage damages, such as wage statement penalties,
9 waiting-time penalties, reimbursement obligations, interest, and statutory penalties under the Labor
10 Code and PAGA composed the bulk of Defendants' risk-adjusted potential exposure in this action.

11 With respect to the individual payments made under the PAGA-portion of the Settlement
12 Agreement, all such payments shall be treated as payments owing for penalties and interest (for which
13 each Aggrieved Employee will be issued an IRS Form 1099 for the interest and penalty allocation).
14 (Settlement Agreement, at p. 16.)

15 **V. THE CLASS SHOULD BE PRELIMINARILY CERTIFIED**

16 **A. THE LESSER STANDARD OF SCRUTINY FOR SETTLEMENT-ONLY**
17 **CONSIDERATION IS APPROPRIATE**

18 California Rules of Court, rule 3.769, subdivision (d), provides that the court may make an
19 order approving certification of a provisional settlement class at the preliminary approval stage. It is
20 well-established that trial courts should use a "lesser standard of scrutiny" for determining the propriety
21 of certifying a settlement class, as opposed to a litigation class. (*Dunk v. Ford Motor Co.* (1996) 48
22 Cal.App.4th 1794, 1807, fn.19.) Since no trial is anticipated in a settlement class, the case management
23 issues inherent in determining if a class should be certified need not be confronted, and the trial court's
24 fairness review of the settlement protects the interests of the non-representative class members. (*Ibid.*;
25 see also *Officers for Justice v. Civil Service Com'n of City and County of San Francisco* (9th Cir. 1982)
26 688 F.2d 615, 633; *Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 591, 620 ["Confronted with a
27 request for settlement-only class certification, a district court need not inquire whether the case, if tried,
28 would present intractable management problems . . . for the proposal is that there be no trial."].)

1 **B. THE PROPOSED CLASS IS NUMEROUS AND ASCERTAINABLE**

2 Numerosity is met if a proposed class is so large that joinder of all members would be
3 impracticable. (See Code Civ. Proc., § 382.) A proposed settlement class is ascertainable if the class
4 members can be objectively identified and given notice of the litigation without unreasonable time or
5 expense. (See *Medraza v. Honda of North Hollywood* (2008) 166 Cal.App.4th 89, 101.) Defendants
6 have represented that the proposed Class consisted of approximately 1,000 Class Members ascertained
7 through Defendants’ records. As such, these requirements are met.

8 **C. MEMBERS OF THE PROPOSED CLASS SHARE A WELL-DEFINED**
9 **COMMUNITY OF INTEREST**

10 **1. Commonality**

11 To justify certification, the class proponent must show that questions of law or fact common to
12 the class predominate over the questions affecting the individual members. (See *Arenas v. El Torito*
13 *Restaurants, Inc.* (2010) 183 Cal.App.4th 723.) Plaintiffs contend that the commonality element is
14 satisfied here because common legal and factual questions exist, such as **(a)** whether individuals
15 working for Defendants were subject to unlawful wage-and-hour policies and/or practices under the
16 California Labor Code; **(b)** whether these violations triggered derivative claims for penalties; and
17 **(c)** whether Defendants’ violations were knowing or willful.

18 **2. Typicality**

19 Typicality focuses on: **(1)** whether other members of the proposed class have the same or
20 similar injury to the named plaintiff(s), **(2)** whether the action is based on conduct which is not unique
21 to the named plaintiff(s), and **(3)** whether other class members have been injured by the same course
22 of conduct. (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502; *Martinez v. Joe’s Crab*
23 *Shack Holdings* (2014) 231 Cal.App.4th 362, 375.) Here, Plaintiffs contend that their claims merit
24 certification in the settlement context because they are typical of the Class Members who they claim
25 were subject to the same alleged policies and practices described above in Plaintiffs’ analysis of the
26 claims and defenses. (Declaration of Michael Payne in Support of Plaintiff’s Motion for Preliminary
27 Approval of Class Action Settlement (“Payne Decl.”), ¶ 4; Declaration of Brooke Sommerdorf in
28 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Sommerdorf

Decl.”), ¶ 4.)

3. Adequacy of Representation

A proposed class representative must establish that they will adequately represent the proposed class. (See *Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540, 546.) Plaintiffs contend that they are adequate class representatives because they are members of the Class, experienced the same alleged wage and hour practices as the rest of the Class, are committed to representing the interests of the Class, have no interests that are adverse to members of the Class, and understand and accept their duty to represent the best interests of the Class. Plaintiffs are committed to the Class and are adequate to represent the interests of the Class in this litigation. (Payne Decl., ¶¶ 5–10; Sommerdorf Decl., ¶¶ 5–10.) Plaintiffs also provided counsel with information that was crucial to initiating the action and preparing the mediation brief, discussed settlement strategy with counsel, and provided valuable information about the Class Members and their experiences working for Defendants. (Smith Decl., ¶ 74; Payne Decl., ¶¶ 5–9; Sommerdorf Decl., ¶¶ 5–9.)

Adequacy may be established by the fact that counsel are experienced practitioners. (See *Local Joint Executive Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.* (9th Cir. 2001) 244 F.3d 1152, 1162.) Plaintiffs are represented by counsel experienced in the litigation of wage and hour class actions, who have no interests adverse to Plaintiffs or the Class, who vigorously prosecuted this action, and who have the financial resources to handle this case. (Smith Decl., ¶¶ 7, 16.)

4. Superiority

Plaintiffs further contend that certification of the Class for settlement purposes is superior here because there will be a global resolution of all claims at once, which fosters judicial economy. Class certification is also superior to litigation of numerous individual claims because most of the claims are too small to litigate individually.

5. Predominance

Finally, Plaintiffs argue that the common issues they have identified here, concerning the allegedly uniform issues relating to Defendants’ wage-and-hour policies and practices, raise predominating factual and legal issues sufficient to support certification of a settlement class.

VI. PRELIMINARY APPROVAL SHOULD BE GRANTED

1 **A. THE SETTLEMENT IS THE FAIR RESULT OF SERIOUS, INFORMED, AND**
2 **NON-COLLUSIVE NEGOTIATIONS**

3 The Settlement Agreement was negotiated at arm’s length between counsel using a professional
4 and well-respected third-party neutral. (Smith Decl., ¶ 59.) Counsel for both parties were thoroughly
5 familiar with the complex legal and factual questions at issue in this litigation. (Smith Decl., ¶ 59.) The
6 Settlement Agreement is a product of intensive negotiations, supported by investigation and direct
7 exchanges of information through informal discovery, during the course of settlement negotiations,
8 including a full-day mediation. (Smith Decl., ¶ 59.)

9 Although Plaintiffs and their counsel believed the class claims had merit and there was a
10 possibility of certifying the class and claims, they recognized the potential risk, expense, and
11 complexity posed by litigation, such as unfavorable decisions on class certification, summary
12 judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years
13 to litigate. (Smith Decl., ¶ 60.) The resulting Settlement Agreement was based on calculations, risk
14 assessment, and non-collusive negotiation. It takes the risks identified above and others into account in
15 arriving at the non-reversionary Gross Settlement Amount. (Smith Decl., ¶ 61.)

16 The Settlement Agreement represents a fair compromise given the risks and uncertainties
17 presented by continued litigation. It ensures timely relief and substantial recovery of Defendants’
18 realistic exposure. (Smith Decl., ¶ 62.) The view of the attorneys actively conducting the litigation is
19 entitled to significant weight in deciding whether to approve the settlement. (*Ellis v. Naval Air Rework*
20 *Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, aff’d (9th Cir. 1981) 661 F.2d 939 [“[T]he fact that
21 experienced counsel involved in the case approved the settlement after hard-fought negotiations is
22 entitled to considerable weight.”]; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128
23 [court must take into account the experience and view of counsel].)

24 **B. THE CLASS NOTICE PLAN CONFORMS TO ALL APPLICABLE**
25 **STATUTES AND RULES**

26 The proposed Class Notice—which the parties have already agreed to—should be approved, as
27 it fully informs the Class Members of the nature of the lawsuit and each Class Member’s rights under
28 the terms of the Settlement Agreement and applicable law. (Settlement Agreement, Exh. 1.) The way

1 the Class Notice is to be disseminated, as outlined above, will ensure that all of the Class Members will
2 be properly notified of the proposed settlement.

3 The Court has wide discretion in approving the means of providing notice, so long as the class
4 representative “provide(s) meaningful notice in a form that should have a reasonable chance of reaching
5 a substantial percentage of class members.” (*Archibald v. Cinerama Hotels* (1976) 15 Cal.3d 853, 860,
6 quotation marks omitted.) Here, the Parties’ notice plan is that notice of the Settlement Agreement will
7 be disseminated directly to the class members by first class mail by the settlement administrator within
8 28 days following the Preliminary Approval Date. (Settlement Agreement, at p. 20.)

9 The notice plan and the Class Notice satisfy the requirements of rule 3.766 of the California
10 Rules of Court and afford the Class Members with all due process protections required by the United
11 States Constitution. Moreover, the contents of the Class Notice are in compliance with rule 3.766,
12 subdivision (d), of the California Rules of Court, because the Class Notice includes, among other
13 things: **(1)** a detailed explanation of the case, including the basic contentions or denials of the parties;
14 **(2)** a statement that the court will exclude the member from the class if the member so requests by a
15 specified date; **(3)** a procedure for the member to follow in requesting exclusion from the class; **(4)** a
16 statement that the judgment, whether favorable or not, will bind all members who do not request
17 exclusion; and **(5)** a statement that any member who does not request exclusion may, if the member so
18 desires, enter an appearance through counsel. (Settlement Agreement, Exh. 1.) The 45-day deadline for
19 Class Members to exclude themselves or challenge the number of workweeks worked during the Class
20 Period is reasonable, as it provides Class Members with sufficient time to do so and, if they so choose,
21 to seek independent legal advice in the interim. (Settlement Agreement, at pp. 20–22.)

22 **C. THE ATTORNEYS’ FEE ALLOCATION UNDER THE SETTLEMENT**
23 **AGREEMENT IS FAIR**

24 In addition, at the time of final approval, Plaintiffs’ counsel will request attorneys’ fees of up
25 to one-third of the Gross Settlement Amount (i.e., \$666,666.67), plus reimbursement of litigation
26 expenses and costs of up to \$40,000.00. (Settlement Agreement, at p. 23.) As the California Supreme
27 Court has made clear, one-third of the common fund is a reasonable percentage for a trial court to
28 award as attorneys’ fees in a class action where a common fund was generated as a result of the case.

(See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506 [finding no abuse of discretion where trial court approved a fee request of one-third of the common fund].)

As part of the final approval motion, Plaintiffs' counsel will request approval of the attorneys' fees and costs described in this motion and in the Settlement Agreement, which will be heard at the final approval hearing. Accordingly, the Court need not decide the fees and costs at this time, but only authorize the Class Notice to inform class members that counsel will seek fees and costs up to one-third of the Gross Settlement Amount in fees, plus actual litigation costs.

VII. THE CLASS REPRESENTATIVE SERVICE AWARD IS FAIR AND APPROPRIATE

Plaintiffs Payne and Sommerdorf will each request payment of a service award from the Gross Settlement Amount of up to \$10,000.00 each (\$20,000.00 total) in addition to whatever payment they are otherwise entitled to receive as Class Members. (Smith Decl., ¶ 72; Settlement Agreement, at p. 15.) The proposed service award is reasonable compensation given the time and effort that Plaintiffs devoted to this case and the valuable assistance they provided to counsel, and the fact that they entered into a general release of claims that is broader than the release of the Class. (Smith Decl., ¶ 73; Payne Decl., ¶¶ 9–10; Sommerdorf Decl., ¶¶ 9–10.)

Plaintiffs provided invaluable assistance to counsel and the Class Members in this case, including providing factual background for mediation and the operative complaint, reviewing the relevant documents, participating in phone calls with counsel, gathering highly relevant documents, and reviewing the settlement documents. (Smith Decl., ¶ 74.) Plaintiffs agreed to participate in this case with no guarantee of personal benefit. Further, Plaintiffs agreed to undertake the financial risk of serving as a class representative and exposed themselves to the risk of negative publicity by anyone who opposed this case. (Smith Decl., ¶ 74.)

VIII. SUBMISSION TO THE LWDA

The Settlement Agreement and this motion are concurrently being submitted to the LWDA in accordance with Labor Code section 2699, subdivision (s)(2). (Smith Decl., ¶ 75.) The proof of electronic submission is attached as **Exhibit E** to the Declaration of Kyle D. Smith.

1 Dated: June 29, 2026

MELMED LAW GROUP P.C.

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4 **KYLE D. SMITH**

5 Attorneys for Plaintiffs, the Putative Class, and the
6 Aggrieved Employees
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