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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

11 JACQUELYN ATILANO-BARBA, an  
12 individual and on behalf of all others similarly  
13 situated;

14 Plaintiff,

15 vs.

16 CONTINENTAL CURRENCY SERVICES,  
17 INC., a California limited corporation; and  
DOES 1 through 50,

18 Defendants.

Case No.: 24STCV10137

[Assigned for All Purposes to:  
Hon. Bruce G. Iwasaki, Dept. 11]

**SUPPLEMENTAL BRIEF IN SUPPORT  
OF MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

(Filed concurrently Supporting Declarations  
and [Amended Proposed] Order)

DATE: July 23, 2026

TIME: 11:00 a.m.

DEPT: 11

Action Filed: April 23, 2024

Trial Date: Not Set

1 TO THE HONORABLE COURT, DEFENDANT, AND ITS COUNSEL OF RECORD:  
2 Plaintiff Jacquelyn Atilano-Barba (“Plaintiff”) hereby submits her Supplemental Brief  
3 addressing all of the Court’s concerns from the May 21, 2026 hearing on Plaintiff’s Motion for  
4 Preliminary Approval of Class Action and PAGA Settlement (the “Preliminary Approval Motion”).

5 **1. Revisions to Class Action and PAGA Settlement Agreement and Class Notice**

6 The executed Amended Class Action and PAGA Settlement Agreement Class Notice and  
7 redlined Amended Class Action and PAGA Settlement Agreement and Class Notice are attached as  
8 Exhibit 1 and Exhibit 2, respectively, to the Supplemental Declaration of William C. Sung (“Supp.  
9 Sung Decl.”).

10 The Parties have executed an Amended Class Action and PAGA Settlement Agreement (the  
11 “Amended Agreement”) which made the following revisions requested by the Court:

- 12 • Changed the date of filing of the Agreement to April 23, 2024. Amended Agreement,  
13 § 1.1.
- 14 • Changed “pay” to “paid”. Amended Agreement, § 4.4.
- 15 • Deleted “thereby leaving no “unpaid residue” subject to the requirements of California of  
16 Civil Procedure Section 384, subd. (b).” Amended Agreement, § 4.4.6.
- 17 • Added definition of Released Parties to § 3.10 of the Class Notice.
- 18 • Added options to opt out or object via mail, email or fax to §§ 6-7 of the Class Notice.
- 19 • Added number at Clerk’s Office for Class Members to call at § 9 of the Class Notice.

20 **2. The FAC does not assert a separate claim for reimbursement of business expenses; it is**  
21 **only listed as one of the violations pursuant to which the PAGA claim was filed.**

22 **Explain why Class Counsel presents separate exposure analysis for a reimbursement of**  
23 **business expenses claim. However, the Participating Class Member Release includes a**  
24 **claim for “failure to reimburse business expenses.” (Settlement Agreement, ¶5.2)**

25 **Explain why Class Members will be releasing this claim.**

26 Class Counsel presented a separate exposure analysis for a reimbursement of business  
27 expense claim because Class Counsel investigated and valued said claim for mediation and the  
28 Settlement include the reimbursement. Supp. Sung Decl., ¶ 4. Released Class Claims in the

Amended Agreement is defined as:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all causes of action and claims that were *alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint*, arising during the Class Period, including but not limited to all of the following claims for relief: overtime wage violations, meal period violations, rest period violations, wage statement penalties, waiting time penalties, failure to reimburse business expenses, and unfair competition (“Released Class Claims”).

Amended Agreement, § 5.2 (emphasis added).

Because a reimbursement claim is alleged in the Action and because this claim could have been alleged as a separate cause of action based on the facts and legal theories in the Operative Complaint, it falls under the definition of Released Class Claims. *Ibid.*

Accordingly, Class Counsel presented an exposure analysis for the reimbursement claim as part of the overall *Dunk/Kullar* analysis so that the Court can evaluate the fairness of the Settlement. *Ibid.*

**3. Plaintiff’s Class Representative Award should not exceed \$7,500, absent substantial justification. Provide justification for a payment of \$10,000.**

Unlike most class action plaintiffs who are former employees, Plaintiff was a current employee of Defendant when she filed this Action in April 2024. Atilano Decl., ¶ 2. Plaintiff took a risk to her employment with Defendants in order to file this Action and seek recovery for her coworkers. Supp. Sung Decl., ¶ 5. Accordingly, Class Counsel submits that an additional \$2,500 in her service award is justified by the additional risk that Plaintiff took. *Ibid.* Class Counsel further request that the Court defer the decision on Plaintiff’s award to final approval in order to consider Class Members’ response to this request before making a final decision. *Ibid.*

**4. Whether the Escalator Clause is Triggered.**

The Escalator Clause in the Amended Agreement provides:

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 507 Class Members and 54,500 total Workweeks during the Class Period and (2) there were 281 Aggrieved Employees who worked 11,089 PAGA Pay Periods during the PAGA Period. If the total Workweeks during the Class Period is 10% higher (59,950), then Defendant shall have the option to either: (1) de-escalate the settlement so that the Class Period ends on the date that the Workweeks count totals no more than 59,950 and the PAGA Period will end on the same date as the Class Period; or (2) permit the Gross Settlement Amount to be

1 increased proportionally by the Workweeks in excess of 59,950 (the “Escalator  
2 Clause”).

3 Amended Agreement, § 8. Defendant has confirmed that the Escalator Clause has not been  
4 triggered. *See* Supplemental Declaration of Kacey R. Riccomini, ¶ 5.

5 **5. Provide declarations disclosing the interest or involvement (or lack thereof) by any**  
6 **counsel or party in the governance or work of the cy pres recipient. Alternatively,**  
7 **direct all uncashed checks to the state controller’s office.**

8 The *cy pres* provision in the Agreement provides:

9 For any Class Member whose Individual Class Payment check or Individual PAGA  
10 Payment check is uncashed and cancelled after the void date, the Administrator shall  
11 transmit the funds represented by such checks to Human Rights Watch of Southern  
12 California, a 501(c)(3) organization that seeks to protect the rights of workers in the  
13 United States and abroad. Defendant and/or its counsel shall comply with the Los  
14 Angeles Superior Court, Complex Civil Department Checklist for Preliminary Approval  
15 of Class Action Settlement, § II.F. regarding cy pres distributions and shall (1) prepare  
16 and file all documents and incur all costs necessary to comply with Code of Civil  
17 Procedure § 384 to re-open judgments after giving Plaintiff’s counsel 14 days to review  
18 and edit said documents prior to filing; (2) work with the Administrator to ensure that  
19 any Qualified Settlement Fund account is an interest bearing account and said interest  
20 will be added to the re-opened judgment; (3) within 14 days of execution of this  
21 Agreement, provide a declaration for preliminary approval as to why the proposed cy  
pres distribution fills the purposes of the Action or is otherwise appropriate; and (4)  
within 14 days of execution of this Agreement, provide declarations disclosing the  
interest or involvement (or lack thereof) by any counsel of Defendant (i.e., Arthur  
Silbergeld and Kacey Riccomini) or Defendant in the governance or work of the  
proposed cy pres recipient. Plaintiff and his counsel shall also submit a declaration for  
preliminary approval disclosing the interest or involvement (or lack thereof) by any  
counsel for Plaintiff or Plaintiff in the governance or work of the proposed cy pres  
recipient. If the Court does not grant approval of cy pres distribution to Human Rights  
Watch of Southern California, then the Administrator shall transmit the funds to the  
California Controller's Unclaimed Property Fund in the name of the Class Member  
thereby leaving no "unpaid residue" subject to the requirements of California Code  
of Civil Procedure Section 384, subd. (b).

22 The Parties had submitted declarations regarding this issue concurrently with the  
23 Preliminary Approval Motion. *See* Declaration of William C. Sung, ¶ 40; Declaration of  
24 Tiffany L. Luu, ¶ 8; Declaration of Joseph C. Ramli, ¶ 8; Declaration of Jacquelyn Atilano-  
25 Barba, ¶ 8; Declaration of Kacey R. Riccomini, ¶ 3; Declaration of Arthur F. Silbergeld, ¶¶  
26 2-6.

27 In further support and concurrently filed with this Supplemental Brief, Defendant  
28 submitted the Declaration of Arthur F. Silbergeld in Support of Amended Motion for

1 Preliminary Approval of Class Settlement (“Supp. Silbergeld Decl.”), ¶¶ 2-7.

2 **6. Why is it proper for Aggrieved Employees' uncashed checks to be directed to a *cy pres***  
3 **recipient instead of the State Controller's Unclaimed Property Fund?**

4 All Aggrieved Employees are also Class Members; thus, unless they opt out of the  
5 Settlement, they will receive their Individual Class Payments and Individual PAGA Payments  
6 together. Supp. Sung Decl., ¶ 6; *see also* Amended Agreement, §§ 1.4, 1.9, 4.4.4. Accordingly,  
7 Class Counsel does not believe it makes practical sense to segregate the payments where the  
8 Individual Class Payment portion will be sent to the *cy pres* recipient while the Individual PAGA  
9 Payment portion sent to the Unclaimed Property Fund. Supp. Sung Decl., ¶ 6. Furthermore, PAGA  
10 is silent on whether any residual must be sent to Unclaimed Property Fund and Class Counsel has  
11 been directed by at Judge Patrick McKinney of the Alameda Superior Court to send residuals from  
12 PAGA settlements to a *cy pres* recipient. *Ibid.*

13  
14 DATED: July 6, 2026

Respectfully submitted,

15 **JUSTICE FOR WORKERS, P.C.**

16  
17 By: 

18 William C. Sung

19 Tiffany L. Luu

20 Joseph C. Ramli

21 Attorneys for Plaintiff Jacquelyn Atilano-Barba  
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