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on behalf of herself and all others similarly situated

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

SHANNA JIMENEZ, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

SOFI LENDING CORP., a California
corporation; and Does 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No. 24CV02457

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES**

Preliminary Approval Hearing:

Date:

Time:

Dept: 18

Honorable Kenneth G. English
Department 18

Action filed: April 16, 2024

Trial date: None Set

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

3 **PLEASE TAKE NOTICE THAT** on _____, at _____ or as
4 soon thereafter as the matter may be heard, in Department 18 of the Sonoma County Superior
5 Court, located at the Civil and Family Law Courthouse, 3055 Cleveland Avenue, Santa Rosa,
6 CA 95403, Plaintiff Shanna Jimenez will move for an order to:

- 7 1. Conditionally certify, for settlement purposes only, a Class consisting of all
8 persons employed by Defendant in California as non-exempt employees during
9 the Class Period (defined as October 31, 2019, through December 12, 2024);
- 10 2. Confirm Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa Ruggles, Esq., David
11 Yeremian, Esq., Enoch J. Kim Esq., and Marta Manus Esq., of D.Law, Inc. as
12 Class Counsel, and Shanna Jimenez as Class Representative;
- 13 3. Order preliminary approval of the proposed Settlement on a class-wide basis,
14 order directing that the Class Notice to be given to the Class, and set a hearing
15 for final review of the proposed settlement;
- 16 4. Approve ILYM Group, Inc., as Settlement Administrator to handle the Class
17 Notice and claims administration procedures as set forth in its proposal; and
- 18 5. Approve the PAGA portion of the Settlement.

19 The Motion will be based on this Notice of Motion, the Memorandum of Points and
20 Authorities, the Declarations of Plaintiff's Counsel and exhibits thereto, Declaration of Plaintiff
21 and exhibits thereto, and on such oral and documentary evidence as may be presented at the
22 hearing of the Motion.

23 Dated: August 19, 2025

D.LAW, INC.,

24
25 By: 

26 Enoch J. Kim, Esq.
27 Marta Manus, Esq.
28

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Shanna Jimenez respectfully requests that this Court conditionally certify the
4 below-defined class for settlement purposes only, under Code of Civil Procedure section 382;
5 confirm Class Counsel¹ and Plaintiff as Class Representative; preliminarily approve the class
6 action settlement; direct that the Class Notice be disseminated to the Class; and schedule a
7 hearing for final review.

8 The Settlement provides for a non-reversionary settlement fund of \$520,000 for
9 approximately 142 Class Members in compromise of disputed claims for unpaid wages and
10 penalties.

11 Plaintiff further requests that the Court approve the Private Attorney General Act
12 (PAGA) portion of the settlement, which allocates \$10,000 to penalties under PAGA.

13 This Court should grant this Motion for the following reasons: (1) the Class meets the
14 requirements for conditional class certification for settlement purposes only under of Code of
15 Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all
16 indicia for fairness, reasonableness, and adequacy; (3) Plaintiff is well-suited to serve as an
17 adequate Class Representative; (4) Plaintiff's attorneys are experienced and well-qualified to
18 serve as Class Counsel; (5) the proposed Class Notice procedures fully comport with due process
19 and adequately apprise Class Members of their rights; (6) a final fairness hearing must be
20 scheduled to allow Class Members an opportunity to be heard regarding the Settlement and to
21 give it finality; and (7) the benefit provided by the proposed PAGA settlement is substantial and
22 easily falls within the range of reasonableness. Accordingly, for the reasons detailed below,
23 Plaintiff respectfully requests that the Court grant this Motion in its entirety and preliminarily
24 approve the Settlement.

25 ///

26 ///

27 _____
28 ¹ All capitalized words are defined in the Settlement Agreement (Exhibit 1 to the Declaration of
Marta Manus), and those definitions are incorporated by reference herein.

II. RELEVANT BACKGROUND

A. Procedural History

On April 16, 2024, Plaintiff Shanna Jimenez filed her initial class complaint commencing the Action. On the same date, Jimenez's counsel sent a letter to the LWDA to exhaust her remedies under PAGA. On June 21, 2024, Jimenez filed a First Amended Complaint adding a PAGA claim. (Declaration of Marta Manus [Manus Decl.], ¶ 2.)

Plaintiff contends in this Action that Defendant violated California's wage and hour laws by failing to pay all minimum wages, failing to pay all overtime wages, failing to pay all overtime wages at the legal overtime pay rate, failing to provide all meal periods, failing to authorize and permit all rest periods, failing to pay premium wages at the legal pay rate, illegal wage deductions, failing to timely furnish accurate itemized wage statements, failure to timely pay wages at termination or during employment, and thereby also violating California Business & Professions Code sections 17200, et seq., and incurring penalties under PAGA. (*Id.* at ¶ 3.)

B. Mediation

On December 12, 2024, the Parties attended mediation with Michelle A. Reinglass, Esq., Esq., an experienced mediator. After lengthy negotiations that occurred during and after the mediation, the Parties, recognizing the burdens and risks of continuing with the litigation, accepted a mediator's proposal to resolve the Action. The Parties executed the Settlement Agreement on or about April 7, 2025. (Manus Decl., ¶ 4-5.)

In order to settle the Action and Released Claims, Defendant agrees to pay the Gross Settlement Amount of \$520,000, exclusive of the employer's portion of payroll taxes and fees. It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. The Settlement represents a fair and reasonable recovery as set forth in the Declaration of Marta Manus. (Manus Decl., ¶¶ 6.)

C. Settlement Agreement and Accompanying Documents

The Class Action and PAGA Settlement Agreement is attached to the Declaration of Marta Manus as Exhibit 1 with the Class Notice is attached thereto as Exhibit A. The Settlement Agreement proposes the following Class: all persons employed by Defendant in California as

non-exempt employees during the Class Period (defined as October 31, 2019, through December 12, 2024). It shall be an opt-out class.

There is a total of approximately 14,388 workweeks in the Settlement Period, resulting in a recovery of an estimated \$36.14 gross/\$20.16 net per workweek. Each Class Member **will receive an average Individual Settlement Award of approximately \$2,042.37.** (Manus Decl., ¶ 7.)

Additional proposed disbursements are as follows:

Class Counsel Fees Payment	\$173,333 (1/3 of Gross Settlement Amount)
Class Counsel Litigation Expenses Payment	Up to \$25,000 as verified by Class Counsel and approved by the Court
Administration Expenses Payment	Not to exceed \$6,650
Class Representative Service Payment	\$15,000 to Plaintiff Shanna Jimenez
PAGA Penalties	\$10,000 (\$7,500 to LWDA; \$2,500 to Aggrieved Employees)

(Manus Decl., ¶ 7.)

In addition, the Settlement Agreement includes non-monetary relief. As a result of this settlement, Defendant agrees to continue to review its wage and hour policies and practices to ensure compliance with the Labor Code. (Manus Decl., ¶ 8.)

The Parties respectfully request that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum. (Manus Decl., ¶¶ 11.)

The Parties have agreed on ILYM Group, Inc. as the Settlement Administrator and respectfully request that this Court appoint ILYM Group, Inc. to handle the Class Notice and claims administration procedures, including posting the Judgment on its website. (Manus Decl., ¶ 9; Exhibit 2 to the Manus Decl. [Declaration of Lisa Mullins of ILYM Group, Inc.])

III. CONDITIONAL CERTIFICATION OF THE CLASS

The proposed Settlement seeks conditional certification of a Class. The certification of the Class is essential to the Settlement. California public policy favors the use of the class action

1 device. (*Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 469.) California Code of Civil
2 Procedure section 382 authorizes class suits in California when “the questions is one of the
3 common or general interest, of many persons, or when the parties are numerous, and it is
4 impracticable to bring them all before the courts, one or more may sue or defend for the benefit
5 of all.” To obtain certification, a party must establish the existence of both an ascertainable class
6 and a well-defined community of interest among class members. (*Linder v. Thrifty Oil Co.*
7 (2000) 23 Cal. 4th 429, 435.) The “community of interest” requirement depends on three factors:
8 (1) whether common issues of law or fact predominate; (2) whether the Class Representative has
9 claims that are typical of the class; and (3) whether the Class Representative will adequately
10 represent the class. (*Richmond, supra*, 29 Cal.3d at p. 470.)

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

16 Courts should apply a lesser standard of scrutiny when reviewing certification of a class
17 for settlement than when determining the propriety of class certification for litigation. (*Dunk v.*
18 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, n.19.) This reduced standard reflects the fact
19 that a class settlement foregoes further litigation and thus does not require that Plaintiff prove
20 that the class-wide prosecution of the case would be manageable at trial. (*Ibid.*)

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

22 For a class to exist, the class description must be sufficiently definite so that it is
23 administratively feasible for the court to determine whether a particular individual is a member
24 of the proposed class by reference to objective criteria. (*Clothesrigger, Inc. V. GTE Corp.* (1987)
25 191 Cal.App.3d 605, 617.) Further, the class must contain enough members that joinder of all
26 individuals is impractical. (Code Civ. Proc. § 382; see, e.g., *Hebbard v. Colgrove* (1972) 28
27 Cal.App.3d 1017, 1030 [class of 28 members held sufficient number to maintain a class action].)

28 Here, the Class definition is sufficiently specific to enable potential Class Members and

1 the Court to identify the Class Members, all of whom have indeed been identified by
2 Defendant's employment and payroll records. There are approximately 142 Class Members,
3 which is sufficient to satisfy numerosity requirements. (Manus Decl., ¶ 14.)

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

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

15 Common questions of law and fact predominate here, as the main issues involve the
16 legality of Defendant's employment policies regarding Plaintiff's claims for failure to pay all
17 wages, failure to pay all overtime wages, failure to pay all wages at the legal overtime pay rate,
18 failure to provide all meal periods, failure to authorize and permit all rest periods, failure to pay
19 premium wages at the legal pay rate, illegal wage deductions, failure to timely furnish accurate
20 itemized wage statements, failure to timely pay wages at termination or during employment, and
21 alleged violations of California Business & Professions Code sections 17200, et seq. Whether
22 each Class Member might be required to ultimately justify an individual claim does not preclude
23 maintenance of a class action. (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

24 Plaintiff asserts that these are all policy questions that are uniform and can be proven by
25 common objective evidence. The evidence to support these claims on a classwide basis consists
26 of Defendant's policies, payroll records, time records and the forms of wage statements given to
27 Defendant's non-exempt employees. (Manus Decl., ¶ 14.)
28

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

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

7 Here, the proposed Class Representative worked for Defendant as a non-exempt
8 employee under Defendant's uniform employment policies applicable to all non-exempt
9 employees during the Class Period, defined as from October 31, 2019, to December 12, 2024.
10 The Class Representative was subject to the same policies as other Class Members. (Manus
11 Decl., ¶¶ 15-16.) Accordingly, Plaintiff's claims are typical of those of other Class Members.
12 (*Id.*)

13 **D. Adequacy of Representation**

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

18 Here, the firm representing the Class Representative has a great deal of experience in
19 wage and hour class action litigation and has been approved as Class Counsel in numerous other
20 wage and hour class actions. (See Manus Decl., ¶¶ 39-45; Declaration of Vanessa M. Ruggles.)

21 The Class Representative has agreed to act as such and understand her responsibilities.
22 (Declaration of Shanna Jimenez, ¶¶ 5-6.) The Class Representative has no claims or other
23 interests that are antagonistic to the Class. (Manus Decl., ¶ 16.)

24 **IV. PRELIMINARY APPROVAL OF SETTLEMENT**

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

28 This is done in two steps: (1) a preliminary review by the trial court; and (2) a final

1 review after notice has been distributed to the class members for their comment or objections.
2 (Cal. Rules of Court, rule 3.769.) First, a party to the settlement moves for “preliminary approval
3 of the settlement.” (*Id.* at subd. (c).) The court then approves or denies “certification of a
4 provisional settlement class.” (*Id.* at subd. (d).) If preliminary approval is granted, the court sets a
5 final approval hearing and provides for notice to be given to the class. (*Id.* at subd. (e).)

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

9 In determining whether to preliminarily approve a settlement, the court should consider
10 “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further
11 litigation, the risk of maintaining class action status through trial, the amount offered in
12 settlement, the extent of discovery completed and the stage of the proceedings, the experience
13 and views of counsel, the presence of a governmental participant, and the reaction of the class
14 members to the proposed settlement.” (*Ibid.*) The court must also take into consideration “the
15 most important factor [which] is the strength of the case for the Plaintiff on the merits, balanced
16 against the amount offered in settlement.” (*Kullar v. Footlocker Retail Inc.* (2008) 168
17 Cal.App.4th 116, 118)

18 The Settlement for each participating Class Member is fair, reasonable, and adequate
19 given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. (Manus
20 Decl., ¶ 17.) The Settlement represents a fair and reasonable value of all claims. (*Id.*) There is no
21 claim form required so all Class Members will be paid unless they opt out, and there is no
22 reversion to Defendant. (*Id.*) Finally, the only governmental involvement in this case is the
23 existence of a PAGA claim, and Plaintiff has notified the LWDA of this Settlement. (*Id.*) The
24 Settlement Amount balanced against the merits of Plaintiff’s case is reasonable. (*Id.*)

25 ***A. The Presumption of Fairness***

26 “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-
27 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
28 act intelligently; (3) counsel is experienced in similar litigation.” (*Dunk, supra*, 48 Cal.App.4th at

1 1801.) Courts presume the absence of fraud or collusion in the negotiation of a settlement unless
2 evidence to the contrary is offered. In other words, there is a presumption that the negotiations
3 were conducted in good faith. (*Id.* at 1802.)

4 Here, the Settlement was reached through arm's-length negotiation with an experienced,
5 highly regarded neutral mediator, Michelle A. Reinglass, Esq. Before mediation, the Parties
6 engaged in informal discovery. To prepare for the mediation, Defendant provided extensive
7 documentation of its policies and practices and data related to the claims asserted in this case,
8 including pay and time data for 132 Class Members. Plaintiff hired an expert, Berger Consulting
9 Group – Economic Data Analysts, to prepare damage calculations and an exposure analysis for
10 the mediation. The Parties agreed on the proposed settlement subsequent to the mediation after
11 further negotiations conducted through the mediator. (Manus Decl., ¶ 18.)

12 The Settlement here provides pro rata distribution to Class Members based upon their
13 number of Workweeks. Accordingly, the Settlement treats the Class Members equitably, and the
14 proposed distribution plan supports preliminary approval. (Manus Decl., ¶ 19.)

15 The firm representing the Class has a great deal of experience in wage and hour class
16 action litigation and has been approved as class counsel in numerous other wage and hour class
17 actions. (See Manus Decl., ¶¶ 39-45; Declaration of Vanessa Ruggles, filed herewith.) Based on
18 that experience, the information produced by Defendant, and the expert's calculations, Counsel
19 was able to negotiate a sizable recovery for the Class Members.

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

21 The Settlement that has been reached, subject to this Court's approval, is the product of
22 tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are
23 knowledgeable about and have done extensive research with respect to the applicable law and
24 potential defenses to the claims of the Class Members. Such investigation included the exchange
25 of information and documents through informal and formal discovery. Among other things,
26 Class Counsel reviewed all relevant policy documents, interviewed numerous Class Members,
27 and obtained all pay and time data for 132 Class Members. The Parties' investigation also
28 included preparing for and attending a full day of mediation with well-known mediator, Michelle

1 A. Reinglass, Esq. The Parties investigated relevant law as applied to the facts of the case,
2 potential defenses, and damages claimed by Plaintiff on behalf of themselves, the Class, and the
3 PAGA Members. Although the Parties did not settle at the mediation, after post-mediation
4 negotiations, the Parties accepted a mediator's proposal. (Manus Decl., ¶ 20.)

5 Based on the documents and information provided by Defendant and their own
6 independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the
7 settlement with Defendant for the consideration and on the terms set forth in this Settlement is
8 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
9 known facts and circumstances, including the risk of significant delay and uncertainty associated
10 with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.
11 (Manus Decl., ¶ 21.)

12 The Settlement amount is, of course, a compromise figure. Plaintiff took into account the
13 risks that the Class would not be certified, the risks related to proof of Plaintiff's claims, and the
14 strengths and weaknesses of Defendant's other defenses. Plaintiff also took into account the
15 possibility that if a settlement were reached after additional years of litigation, the great expenses
16 and attorneys' fees of litigation would reduce the amount of funds available to Class Members
17 for settlement. Furthermore, Plaintiff took into consideration the time delay and financial
18 repercussions of liability trials, numerous damages trials, and the possibility of an appeal by
19 Defendant. (Manus Decl., ¶¶ 22.)

20 For the Class claims, the Parties in this matter have agreed to the amount of \$520,000,²
21 exclusive of the employer's portion of payroll taxes and fees, on a class-wide basis, with no
22 claim form requirement and no residual to revert to the Defendant. (Manus Decl., ¶ 6.) Based on
23 Plaintiff's expert's analysis for mediation, the case had a reasonable, realistic valued of
24 approximately, \$746,537 for the underlying Labor Code claims (excluding PAGA penalties).

25 **This represents approximately 70% of the realistic exposure, which demonstrates that the**
26

27 ² The remaining \$10,000 of the \$520,000 Gross Settlement Amount is apportioned to the PAGA
28 claim. (Manus Decl., ¶ 7.)

1 **settlement is fair and reasonable.** (Manus Decl., ¶¶ 6, 23-34.)

2 Further, the Settlement has resulted in non-monetary relief in the form of Defendant's
3 agreement to continue to review its wage and hour policies and practices to ensure compliance
4 with the Labor Code. (Manus Decl., ¶ 8.)

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

6 Non-settling parties or third parties sometimes attempt to object to settlements, but the
7 right of non-settling parties to object even at the final settlement approval hearing, let alone the
8 preliminary approval hearing, is quite limited. As a general rule, only class members have
9 standing to object to a proposed settlement. "Beginning from the unassailable premise that
10 settlements are to be encouraged, it follows that to routinely allow non-Class Members to inject
11 their concerns via objection at the settlement stage would tend to frustrate this goal." (*Gould v.*
12 *Alleco, Inc.* (4th Cir. 1989) 883 F.2d 281, 284.) Accordingly, any non-parties are not allowed to
13 object to this proposed Settlement.

14 **V. THE PAGA PORTION IS FAIR AND REASONABLE**

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

25 Here, the Parties apportion \$10,000 for resolution of Plaintiff's PAGA claims. Of this
26 amount, 25%, or \$2,500, will be distributed to PAGA Aggrieved Employees. There are
27 approximately 75 Aggrieved Employees. (Manus Decl., ¶¶ 7, 32.)

28 The release is limited to those claims specifically made and investigated in connection

1 with this suit for the relevant PAGA Period (defined as the period from June 21, 2023, to
2 December 12, 2024). The settlement amount of PAGA Penalties here provides a bigger
3 allocation to the LWDA than those approved in other settlements. (See, e.g., *Viceral v. Mistras*
4 *Grp. Inc.* (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8
5 [approving an allocation of \$20,000 of a \$6,000,000 settlement to the PAGA civil penalties]); *In*
6 *re Uber FCRA Litig.* (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL 2806698, at *2
7 [approving an allocation of \$7,500 of a \$7,500,000 settlement to the PAGA civil penalties].)

8 The proposed PAGA Penalties portion of the Settlement is both just and in the public's
9 interest. The Parties believe and agree that the settlement provides for a fair, adequate, and
10 reasonable resolution of the representative PAGA claim. The Parties also believe that the
11 proposed Settlement is to the advantage of the State of California and the Aggrieved Employees
12 when considering the time and expense necessary to complete protracted litigation which,
13 regardless of the verdict, would undoubtedly be subject to further significant delay and expense
14 pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It
15 also provides a small sum to each Aggrieved Employee on a pro-rata basis based on the number
16 of PAGA Pay Periods they worked during the PAGA Period. (Manus Decl., ¶ 33.) Furthermore,
17 public policy strongly favors the settlement of litigation. (*Consumer Advoc. Grp., Inc. v. Kintetsu*
18 *Enterprises of Am.* (2006) 141 Cal.App.4th 46, 63.)

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

22 **VI. REQUESTED RELIEF**

23 Plaintiff respectfully requests that the Court, as part of the preliminary approval process,
24 do the following:

- 25 1. Conditionally certify, for settlement purposes only, a Class consisting of all
26 persons employed by Defendant in California as non-exempt employees during
27 the Class Period (defined as October 31, 2019, through December 12, 2024);
- 28 2. Confirm Emil Davtyan, Esq., Gregg Lander, Esq., Vanessa Ruggles, Esq., David

Yeremian, Esq., Enoch J. Kim Esq., and Marta Manus Esq. of D.Law, Inc. as
Class Counsel, and Shanna Jimenez as Class Representative;

3. Order preliminary approval of the proposed Settlement on a class-wide basis,
order directing the Class Notice to be given to the Class, and set a hearing for
final review of the proposed settlement;
4. Approve ILYM Group, Inc., as Settlement Administrator to handle the notice and
claims procedures as set forth in its proposal; and
5. Approve the PAGA portion of the Settlement.

VII. CONCLUSION

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

Respectfully Submitted,

Dated: August 19, 2025

D.LAW, INC.

By: 

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