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Attorneys for Plaintiff SHANNEN GARNER,  
individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

SHANNEN GARNER, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

STRATEGIC SECURITY SERVICES, INC.; and  
DOES 1 - 50, inclusive,

Defendant.

Case Nos.: CIVSB2412063 and  
CIVSB2420009

Judge: Hon. Charlie Hill  
Department: S-30

**PLAINTIFF'S UNOPPOSED NOTICE  
OF MOTION AND MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS AND PAGA ACTION  
SETTLEMENT; DECLARATIONS IN  
SUPPORT THEREOF; [PROPOSED]  
ORDER**

Date: June 3, 2026  
Time: 8:30 a.m.

1           **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:** PLEASE TAKE  
2 NOTICE that on June 3, 2026, at 8:30 a.m. or as soon thereafter as the matter may be heard by  
3 the Honorable Charlie Hill in Department S-30 of the San Bernardino County Superior Court,  
4 Plaintiff SHANNEN GARNER, individually and on behalf of all others similarly situated, will  
5 and hereby does move the Court for entry of an Order preliminarily approving the Parties' class  
6 action settlement, including:

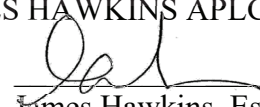
- 7           1. Certifying the class for purposes of settlement only;
- 8           2. Preliminarily appointing Plaintiff SHANNEN GARNER as Class Representative for  
9           settlement purposes only;
- 10          3. Appointing Plaintiff's counsel JAMES HAWKINS APLC as class counsel for  
11          purposes of settlement only;
- 12          4. Preliminarily approving the class action settlement as fair, adequate, and reasonable,  
13          based upon the terms set forth in the Class Action and PAGA Settlement Agreement;
- 14          5. Approving ILYM Group Inc. as the administrator and directing distribution of the  
15          Class Notice, including notice of the opportunity to exclude oneself from, or object to,  
16          the settlement;
- 17          6. Setting a date for a final fairness hearing to determine, following dissemination of  
18          the Class Notice, whether to grant final approval of the Settlement.

19           This motion is based upon this Memorandum of Points and Authorities in Support thereof;  
20 the Declaration of Plaintiff's counsel James Hawkins APLC in support thereof; the Class and  
21 PAGA Action Settlement Agreement and Release (the "Settlement Agreement" or "Agreement"  
22 or "Settlement"); the Declaration of Plaintiff in support thereof; the proposed Order granting  
23 Preliminary Approval of the Settlement; all other records, pleadings, and papers filed in this  
24 action; and upon such other evidence or argument as may be presented to the Court at the hearing  
25 of this motion.  
26  
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1  
2 Dated: April 23, 2026

JAMES HAWKINS APLC

3 BY:

  
James Hawkins, Esq.

4 Gregory Mauro, Esq.

5 Michael Calvo, Esq.

6 Lauren Falk, Esq.

Ava Issary, Esq.

7 Attorneys for Plaintiff SHANNEN  
8 GARNER and the Proposed Class  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff SHANNEN GARNER seeks preliminary approval of a \$150,000.00 wage-and-  
4 hour class action settlement (the “Gross Settlement Amount”) on behalf of approximately 120  
5 putative class members, which means all current and former non-exempt employees of Defendant  
6 who worked for Defendant in California from April 10, 2020 through May 21, 2025 or the date  
7 the Court Preliminarily approves the Settlement (the “Class Period”).

8 The payment to each Class Member under the Settlement Agreement is based on the  
9 number of weeks that each Class Member worked for Defendant during the Class Period. The  
10 Class Action and PAGA Settlement Agreement is attached as **Exhibit “1”** to the Declaration of  
11 James Hawkins (“Hawkins Decl.”), and is hereinafter referred to as the “Settlement Agreement”  
12 or “S.A.” The Notice of Class Action Settlement means the Court Approved Notice of Class  
13 Action Settlement and Hearing Date for Final Court Approval (“Notice Packet” or “Class  
14 Notice”) and is attached to the Settlement Agreement as **Exhibit “A.”**

15 Under the terms of the Settlement Agreement, Defendant Strategic Security Services, Inc.  
16 (“Defendant”) will not oppose Plaintiff’s Counsel’s application for a reasonable award of  
17 attorney’s fees not to exceed the total amount of \$50,000.00, which is 1/3<sup>rd</sup> or 33.3% of the Gross  
18 Settlement Amount (hereinafter, the “Settlement Amount” or “GSA”), Plaintiff’s Counsel’s  
19 litigation expenses not to exceed \$20,000.00, Settlement Administrator Costs are not to exceed  
20 \$5,950.00, PAGA Settlement Amount of \$10,000.00 (of which \$7,500.00 or 75% will be paid to  
21 the LWDA and the remaining \$2,500.00 or 25% will be paid to the Aggrieved Employees on a  
22 pro rata basis), and Class Representative Service Payment of \$6,500.00 to Plaintiff Shannen  
23 Garner (“Class Representative”). (S.A. ¶ 3).

24 After all Court-approved deductions from the Settlement Amount, it is estimated that  
25 \$57,550.00 will be available to pay approximately 120 Settlement Class Members, as follows:

26

|                                | <b>Total Amount</b> |
|--------------------------------|---------------------|
| <i>Gross Settlement Amount</i> | \$ 150,000.00       |
| Attorneys’ Fees (1/3)          |                     |
| Litigation Costs and Expenses  | \$ 50,000.00        |

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|                                          |                           |
|------------------------------------------|---------------------------|
|                                          | \$ 20,000.00 <sup>1</sup> |
| Administrator Costs                      | \$ 5,950.00               |
| PAGA Settlement Amount                   | \$ 10,000.00              |
| Class Representative Enhancement Payment | \$ 6,500.00               |
| <b><i>Net Settlement Amount</i></b>      | <b><i>\$57,550.00</i></b> |

Assuming 120 Class Members, the average payment to each class member will be approximately \$12.03 per workweek, resulting in an average payout of \$458.75 per Class Member with a lowest payment of approximately \$12.03 and an estimated highest payment for someone who worked the entire class period of approximately \$3,201.30. Of course, the actual payment will be calculated on a pro-rata basis according to the number of weeks worked by each Class Member. Assuming an estimated 4,574 non-exempt workweeks, each workweek will have a settlement value of approximately \$12.03 on average. In addition, approximately 120 Aggrieved Employees (*i.e.*, individuals who worked during the PAGA Period (starting on April 10, 2020 through May 21, 2025 or through the date of Preliminary Approval), will receive a pro rata share of the \$2,500.00 PAGA Penalties (accounting for 25% of the total \$10,000.00 allocation) according to the number of pay periods worked by each Aggrieved Employee. Moreover, the Aggrieved Employees will each receive on average approximately \$20.83 for PAGA recovery. (Hawkins Decl., ¶¶ 15-17, 32).

The settlement is non-reversionary and Class Members will not be required to submit claim forms to receive payment, but each Class Member will receive the Notice Packet containing the Notice of Class Action and PAGA Settlement, containing information about their share, the opportunity to dispute the number of Pay Periods Worked, and the opportunity to opt-out or object to the settlement. All Class Members who do not affirmatively opt-out will receive a settlement check upon the Court granting final approval. Likewise, all Aggrieved Employees will receive a share of the PAGA Penalties once the settlement receives final approval.

Because the settlement is fair and reasonable and was negotiated at arm's length by experienced counsel and an experienced mediator following a sufficient exchange of information

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<sup>1</sup> Plaintiff's Counsel's costs are currently \$14,080.11. Any difference in the costs not awarded will be added to the Net Settlement for distribution to the Class Members.

1 and documents prior to mediation, it should be preliminarily approved. Plaintiff respectfully  
2 requests that the Court enter an order preliminarily approving the settlement, conditionally  
3 certifying the Class under Code of Civil Procedure § 382 for settlement purposes, approving the  
4 proposed Class Notice, appointing Plaintiffs' counsels as class counsel, appointing ILYM Group  
5 Inc. as the Settlement Administrator, and scheduling a hearing for final approval of the  
6 Settlement.

## 7 **II. BACKGROUND**

### 8 **A. THE SETTLEMENT CLASS**

9 The Settlement Class is defined as follows:

10 All current and former nonexempt employees of Defendant who worked for Defendant in  
11 California during the Class Period. (*Id.*).

### 12 **B. PROCEDURAL HISTORY**

13 On April 10, 2024, Plaintiff submitted a letter to the California Labor Workforce  
14 Development Agency (the "LWDA") for civil penalties under the Private Attorney General Act  
15 of 2004 (the "PAGA"). (Hawkins Decl., ¶ 3).

16 On April 10, 2024, Plaintiff filed a putative class action complaint in San Bernardino  
17 County Superior Court against Defendants alleging various wage-and-hour violations in the  
18 matter *Shannen Garner v. Strategic Security Services, Inc., et al.* (San Bernardino Ct. Case No.  
19 CIVSB2412063) (the "Class Action"). (Hawkins Decl., ¶ 4).

20 On June 24, 2024, Plaintiff filed a separate complaint in San Bernardino County Superior  
21 Court against Defendants alleging claims under the Private Attorneys General Act ("PAGA")  
22 based on the same underlying alleged wage-and-hour violations in the Class Action, entitled  
23 *Shannen Garner v. Strategic Security Services, Inc., et al.* (San Bernardino Ct. Case No.  
24 CIVSB2420009) (the "PAGA Action") (collectively with the Class Action, the "Actions").  
25 (Hawkins Decl., ¶ 5).

26 The Class Action and PAGA Action both allege that Defendants violated various wage  
27 and-hour laws, including: (1) failure to pay wages including overtime and minimum wages as  
28 required by Labor Code §§ 510 and 1194; (2) failure to provide meal periods as required by Labor

1 Code §§ 226.7, 512, and IWC Wage orders; (3) failure to provide rest periods as required by  
2 Labor Code §§ 226.7, 512; (4) failure to pay timely wages required by Labor Code § 203;  
3 (5) failure to provide accurate wage statements required by Labor Code §§ 226, 226.3, 558.1;  
4 (6) failure to reimburse necessary business expenses; (7) failure to provide a day of rest; and (8)  
5 violation of Business & Professions Code § 17200, et seq. (Hawkins Decl., ¶¶ 4-6).

6 On May 21, 2025, the parties attended a private mediation session with experienced  
7 mediator, Kevin T. Barnes, and in preparation for the mediation, engaged in written discovery  
8 and informal exchanges of information, documents, and voluminous data, which enabled a  
9 thorough evaluation of the claims in the Actions, and the likely outcomes, risks, and expense of  
10 pursuing litigation. Following the mediation, the Parties reached a settlement. (Hawkins Decl., ¶  
11 7).

12 On April 9, 2026, for the purposes of this Settlement, the Parties jointly stipulated and  
13 requested that the Court allow Plaintiff to file a First Amended Complaint in the Class Action  
14 consolidating the matter with the PAGA Action. The Court has not yet granted the stipulation and  
15 thus, Plaintiff plans to file the amended complaint once leave has been granted. (Hawkins Decl.,  
16 ¶ 8).

17 The Parties now seek the Court's preliminary approval of the Settlement.

18 **C. SUMMARY OF THE CLAIMS AND DEFENSES**

19 Plaintiff alleged numerous wage and hour violations on behalf of the Class Members.  
20 However, Defendant vigorously contested and denied Plaintiff's material allegations on the  
21 merits and as to the propriety of a class action or PAGA representative action.

22 The primary claims in the actions are for late, missed, or interrupted meal period and rest  
23 period violations, and Defendant's failure to provide a day of rest. Plaintiff claimed he and other  
24 coworkers were not given compliant timely and uninterrupted meal periods or rest periods. As a  
25 result, Plaintiff challenged the propriety of Defendant's pay practices, arguing that Defendants  
26 failed to account for off-the-clock work and overtime work performed by Plaintiff and the Class  
27 Members. Plaintiff claimed that he and the putative class were denied proper meal breaks and  
28 were not paid break premium pay when owed. Plaintiff further claimed that he was often times

1 denied meal breaks at the correct time and forced to continue working to meet work demands,  
2 resulting in meal periods taken after the fifth hour, or not at all, despite clocking-out. Plaintiff  
3 also alleged that Defendant failed to provide him and Class Members with an uninterrupted rest  
4 period, as they were required to stay on the premises and often times forced to work through rest  
5 breaks. Most importantly, Plaintiff alleged that these unpaid wage claims triggered waiting time  
6 penalties, wage statement penalties, and PAGA penalties. Additionally, at the heart of Plaintiff's  
7 claims is Defendant's alleged violation of Labor Code sections 551 and 552, as Defendant  
8 required Plaintiff and Class Members work seven (7) consecutive days, without a day of rest as  
9 California law requires. Plaintiff worked eight (8) hour shifts on a daily basis, seven (7) days per  
10 week consistently. Defendant failed to provide him and Class Members with a day of rest and  
11 Plaintiff and Class Members were not paid a premium wage for the rest days they were asked to  
12 work, as required to be paid by California law. (Hawkins Decl. ¶¶ 24-32).

13       However, Defendant vehemently opposed these unpaid wage and meal period claims  
14 both on the merits and as to the propriety of pursuing them on a class and representative PAGA  
15 basis. For example, Defendant argued that it maintained lawful policies to compensate  
16 employees for all time worked and that any ruling on these unpaid wage claims would require  
17 unwieldy individualized assessments that were not proper for class and representative treatment.  
18 Defendant also argued that it had compliant meal and rest break policies and practices, and that  
19 issues related to any denial of proper breaks would have to be resolved on an individualized  
20 basis. As for the waiting time penalty claims, Defendant argued that these would fail along with  
21 the underlying wage claims – and, even if the wage claims succeeded, Defendant argued it was  
22 entitled to the “good faith” defense and that Plaintiff would be unable to show these violations  
23 were “willful.” (*Id*)

24       Plaintiff also alleged various PAGA claims arising out of the claimed violations  
25 mentioned above. However, Defendant argued and lack of evidence supported that these types  
26 of “derivative” claims had little to no merit. (*Id*).  
27  
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1 Despite the disputed nature of the claims, the Parties concluded that further litigation of  
2 the Action would be protracted and expensive, and that it is desirable that the Action be fully  
3 and finally settled to limit further risk, expense, and protracted litigation.

4 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

5 The following is a summary of the principal terms of the Settlement Agreement.

6 **A. SETTLEMENT CONSIDERATION AND ALLOCATION**

7 The \$150,000.00 Gross Settlement Amount is non-reversionary and will be paid out to  
8 Class Members without the need to submit a claim form or take any affirmative action. It includes  
9 (1) Plaintiff's attorneys' fees and costs, as approved by the Court; (2) Class Representative  
10 Service Payment of \$6,500.00 to the named Plaintiff, subject to approval by the Court; (3)  
11 settlement administrator expenses, not to exceed \$5,950.00; (4) a \$10,000.00 PAGA award, 75  
12 percent of which is to be paid to the LWDA pursuant to California Labor Code § 2699(i) and 25  
13 percent to the Aggrieved Employees (PAGA Members); and (5) the aggregate of all Individual  
14 Settlement Amounts of the Participating Class Members. Defendant will separately pay its share  
15 of employer's payroll taxes.

16 After all Court-approved deductions from the Settlement Amount, it is estimated that  
17 \$55,050.00 will be available to pay the Individual Settlement Amounts to approximately 120  
18 Class Members. Thus, the average settlement payment is approximately \$458.75.

19 **B. NOTICE PROCEDURES**

20 The proposed Notice of Class Action Settlement will be provided to the Class Members  
21 showing the estimated amount that each Class Member will receive and the number of  
22 workweeks they are credited (**Exhibit A** to the Settlement Agreement). Within twenty (20)  
23 business days of the entry of the Court's Order granting Preliminary Approval, counsel for  
24 Defendant will provide the Class data (Class List) to the Settlement Administrator. (S.A. ¶ 4.1).

25 Within ten (10) business days after receiving the Class Data from counsel for Defendant  
26 the Settlement Administrator will mail a Notice Packet to all Settlement Class Members via  
27 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the  
28 Class List. (S.A. ¶ 7.4).

1 Prior to the initial distribution of Notice Packets, the Settlement Administrator will  
2 perform a search based on the National Change of Address Database for information to update  
3 and correct any known or identifiable address changes for those Settlement Class Members who  
4 do not have a mailing address included in the Class List. Any Notice Packets sent via regular  
5 First-Class U.S. Mail and returned to the Settlement Administrator as non-deliverable on or before  
6 the Response Deadline will be sent promptly via regular First-Class U.S. Mail within three (3)  
7 business days of receipt to any forwarding address affixed thereto and the Settlement  
8 Administrator will indicate the date of such remailing on the Notice Packet. If no forwarding  
9 address is provided, the Settlement Administrator will promptly attempt to determine the correct  
10 address using a skip-trace or other search using the name, address, and/or Social Security number  
11 of the Settlement Class Member involved, and will then perform a single re-mailing within seven  
12 (7) days of receipt of the returned Notice Packet. (S.A. ¶ 4).

13 **C. EXCLUSION AND OBJECTION PROCEDURES**

14 Class Members who do not timely Opt-Out of the Settlement will be deemed to participate  
15 in the Settlement and shall become a Participating Class Member without having to submit a  
16 claim form or take any other action.

17 “Request for Exclusion” means a letter timely submitted by a Settlement Class Member  
18 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set  
19 forth the name, address, and telephone number of the Settlement Class Member requesting  
20 exclusion; (ii) include the case name and case number; (iii) be signed by the Settlement Class  
21 Member; (iv) be returned to the Settlement Administrator; (iv) clearly state that the Settlement  
22 Class Member does not wish to be included in the Settlement; and (v) be faxed or postmarked on  
23 or before the Response Deadline. Aggrieved Employees may not request to be excluded from the  
24 PAGA Settlement. (S.A. ¶ 7.5.1).

25 Any Settlement Class Member wishing to opt-out of the Settlement Agreement must sign  
26 and fax or mail a written Request for Exclusion to the Settlement Administrator by the Response  
27 Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator,  
28 the postmark date will be the exclusive means to determine whether a Request for Exclusion has



1 been timely submitted. Consistent with California law, Aggrieved Employees may not opt out of  
2 the PAGA Settlement Agreement. Any Settlement Class Member who timely submits a Request  
3 for Exclusion will still receive an Individual PAGA Payment representing their portion of the  
4 PAGA Settlement Amount. (S.A. ¶ 7.5).

5 Within five (5) days after the expiration of the deadline for submitting Requests for  
6 Exclusion, the Administrator will inform Class Counsel and Defense Counsel of the total number  
7 of Class Members who timely submitted a valid Request for Exclusion. (S.A. ¶ 7.8.2).

8 “Notice of Objection” means a Settlement Class Member’s valid and timely written  
9 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include:  
10 (i) the objector’s full name, signature, address, and telephone number; (ii) the case name and case  
11 number; (iii) a written statement of the grounds for the objection; and (iv) a statement whether  
12 the objector intends to appear at the Final Approval Hearing. Unless the Court orders otherwise,  
13 any Settlement Class Member who does not submit a timely written objection to the Settlement,  
14 who fails to appear at the Final Approval Hearing to lodge his or her objection, or who fails to  
15 otherwise comply with the requirements of this Paragraph, will be foreclosed from objecting to  
16 the Settlement and seeking any adjudication or review of the Settlement, by appeal or otherwise.  
17 (S.A. ¶ 7.7.2).

18 To object to the Settlement Agreement, a Settlement Class Member must mail or fax a  
19 valid Notice of Objection to the Settlement Administrator on or before the Response Deadline.  
20 The Notice of Objection must be signed by the Settlement Class Member and contain all  
21 information required by this Settlement Agreement. The postmark or faxstamp date will be  
22 deemed the exclusive means for determining that the Notice of Objection is timely. The  
23 Settlement Administrator will notify any person from whom it receives a Notice of Objection that  
24 is not timely and/or valid if, in fact, such Notice of Objection is not timely and/or valid. Any  
25 disputes regarding the timeliness, validity or effectiveness of a Notice of Objection shall be  
26 decided by the Settlement Administrator consistent with the terms of this Agreement, and with  
27 the Parties’ input, if appropriate. Settlement Class Members who fail to object in the manner  
28



1 specified above will be deemed to have waived all objections to the Settlement and will be  
2 foreclosed from making any objections, whether by appeal or otherwise, to the Settlement  
3 Agreement, unless they appear at the Final Approval Hearing and state their objection at that time.  
4 Settlement Class Members who submit timely Notices of Objection may appear at the Final  
5 Approval Hearing in order to have their objections heard by the Court. If the Court permits,  
6 Settlement Class Members who have not submitted a written Notice of Objection in compliance  
7 with the Settlement Agreement may still appear at the Final Approval Hearing and present their  
8 objections. (S.A. ¶ 7.7).

9 **D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES**

10 Settlement Class Members are entitled to receive payment under the Class Settlement of  
11 their pro rata share of the Net Settlement Amount ("Individual Settlement Payment") based on  
12 the number of weeks each Class Member worked for Defendants in a non-exempt position in  
13 California during the Class Period ("Workweeks"). To calculate each Individual Settlement  
14 Payment, the Settlement Administrator has divided the Participating Settlement Class Member's  
15 weeks worked in a non-exempt position by the total number of weeks worked by all Settlement  
16 Class Members in a non-exempt position during the Class Period and multiplying this figure by  
17 the Net Class Settlement Amount, to yield each Participating Settlement Class Member's  
18 Individual Settlement Payment. Settlement Class Members do not need to submit a claim to  
19 participate and receive their Individual Settlement Payment. (S.A. ¶ 3.2.4).

20 Additionally, each "Aggrieved Employee" (PAGA Settlement Member) will receive a  
21 share of the PAGA Penalties, subject to Court approval, based on a pro-rata basis based on the  
22 number of weeks each Aggrieved Employee worked for Defendant in a non-exempt position in  
23 California during the PAGA Period ("Pay Periods Worked"). Thus, the \$2,500.00 PAGA  
24 Penalties allocated to the Aggrieved Employees will be distributed on a pro rata basis to the  
25 Aggrieved Employees based on the number of "weeks worked" or "workweeks" during the  
26 PAGA Period. This amount will not revert to Defendant. Aggrieved Employees do not need to  
27 submit a claim to participate in the PAGA portion of the Settlement and also may not opt out of  
28 the resolution of the PAGA claims. (S.A. ¶¶ 3.2.5, 7.5.5).

As noted, assuming a class size of 120 Class Members, the average payment to each class member will be approximately **\$458.75** each, although the actual payment will be calculated on a pro-rata basis as shown above. Each workweek will have a value of approximately **\$12.03** on average. The highest amount a Settlement Class Member will receive is approximately **\$3,201.00** based upon \$12.03 per workweek multiplied by approximately 266 maximum possible weeks worked in the Class Period. The lowest payment is estimated to be approximately **\$12.03** for someone who worked only one workweek. Indeed, this is a good result for the Class Members. (Hawkins Decl. ¶ 32).

Moreover, it is estimated that there are approximately 120 Aggrieved Employees who will share in the \$2,500.00 PAGA award on a pro rata basis. As a result, Aggrieved Employees will each receive on average approximately \$20.83 for PAGA recovery. The lowest value is approximately \$0.87 for one pay period worked. (*Id* at ¶ 33).

**E. TIMING OF SETTLEMENT DISBURSEMENTS**

The Settlement Administrator will distribute the funds in the Gross Settlement Fund within the time period set forth with respect to each category of payment (S.A. ¶ 4). The distribution of Class Counsel Award and Class Representative Service Payment is to occur within ten (10) business days of the Funding Date; the Settlement Administrator will issue payments to Class Counsel for the Class Counsel Award and Class Representative Service Payment in the amounts awarded by the Court. (S.A. ¶ 4.3). The distribution of Individual Settlement Payments and PAGA Settlement Amount will occur within ten (10) business days of the Funding Date, the Settlement Administrator will issue the LWDA Payment to the LWDA, the Individual Settlement Payments to them Participating Settlement Class Members, and the Individual PAGA Payments to the Aggrieved Employees. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement in the amount approved by the Court. (*Id*).

Settlement Class Members will have 180 days to cash their settlement check. If a Class Member fails to cash a check by the deadline, then the Settlement Administrator shall issue the unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Class

1 Member/Aggrieved Employee, pursuant to the California Code of Civil Procedure section 384.  
2 (S.A. ¶ 4.3.3).

3 **F. TAX TREATMENT**

4 All settlement payments paid to Participating Class Members, Aggrieved Employees, and  
5 the Named Plaintiff, will be paid in a net amount after applicable state and federal tax  
6 withholdings, including payroll taxes, have been deducted. The Participating Class Member  
7 Payments shall be reported as follows: (i) 15% of each Participating Class Member's Individual  
8 Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage  
9 Portions are subject to tax withholding and will be reported on an IRS W-2 Form and (ii)  
10 approximately 85% of each Participating Class Member's Individual Class Payment will be  
11 allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties  
12 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and  
13 will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and  
14 liability for any employee taxes owed on their Individual Class Payment. (S.A. ¶ 3.2.4.1).

15 **G. RELEASE OF CLAIMS**

16 As a material part of the Agreement, pursuant to the Settlement Agreement ¶ 5, upon  
17 Defendant's payment of the GSA, Plaintiff, Participating Settlement Class Members, Aggrieved  
18 Employees, and the LWDA will release claims against all Released Parties as follows:

19 Release of Class Claims by Participating Settlement Class Members. All Participating  
20 Class Members, together and individually, on behalf of themselves and their respective former  
21 and present representatives, agents, attorneys, heirs, executors, administrators, successors, and  
22 assigns, shall fully and forever release and discharge all of the Released Parties, or any of them,  
23 from each of the Released Class Claims during the Class Period. The period of the Released  
24 Class Claims shall extend to the limits of the Class Period. The res judicata effect of the Final  
25 Approval and Judgment will be the same as that of the Release. (S.A. ¶ 5.3).

26 Release of PAGA Claims by LWDA, Plaintiff, and Aggrieved Employees. All  
27 Aggrieved Employees, together and individually, on behalf of themselves and their respective  
28 former and present representatives, agents, attorneys, heirs, executors, administrators,

1 successors, and assigns, shall fully and forever release and discharge all of the Released Parties,  
2 or any of them, from each of the Released PAGA Claims during the PAGA Period.

3 The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The res  
4 judicata effect of the Final Approval and Judgment will be the same as that of the Release.  
5 Plaintiff's LWDA notice is attached as **Exhibit B** to this Settlement Agreement. (S.A. ¶ 5.4).

6 Plaintiff also agreed to a general release. (S.A. ¶ 5.1-5.2).

7 **IV. PROVISIONAL CERTIFICATION OF THE SETTLEMENT CLASS UNDER**  
8 **THE LESSER STANDARD OF SCRUTINY FOR SETTLEMENT-ONLY**  
9 **CERTIFICATION IS APPROPRIATE FOR PURPOSES OF SETTLEMENT**

10 California Rule of Court 3.769(d) provides that the Court may make an order approving  
11 certification of a provisional settlement class at the preliminary approval stage. It is well-  
12 established that trial courts should use a "lesser standard of scrutiny" for determining the propriety  
13 of certifying a settlement class, as opposed to a litigation class. (*Dunk v. Ford Motor Co.* (1996)  
14 48 Cal.App.4th 1794, 1807 at n.19.) The reasons include that no trial is anticipated in a settlement  
15 class, so the case management issues inherent in determining if the class should be certified need  
16 not be confronted; and the trial court's fairness review of the settlement protects the interests of  
17 the non-representative class members. (*Id.*; see also *Officers for Justice v. Civil Service Com.* (9th  
18 Cir. 19150) 688 F.2d 615, 633 ("Th[e] relationship between the certification determination and  
19 the merits of the case is further attenuated within the context of the settlement evaluation process  
20 . . . [C]ertification issues raised by class action litigation that is resolved short of a decision on the  
21 merits must be viewed in a different light."); *Amchem Prods., Inc. v. Windsor* (1997) 521 U.S.  
22 591, 620 ("Confronted with a request for settlement-only class certification, a district court need  
23 not inquire whether the case, if tried, would present intractable management problems . . . for the  
24 proposal is that there be no trial."). As discussed below, for the purposes of this settlement only,  
25 Plaintiffs request that this Court provisionally certify the Class, as defined above, under Code of  
26 Civil Procedure § 3150.  
27  
28

1           **A.     NUMEROSITY AND ASCERTAINABILITY**

2           Numerosity is met if a proposed class is so large that joinder of all members would be  
3 impracticable. *See* Cal. Code Civ. Proc. § 3150. A proposed settlement class is ascertainable if  
4 the class members can be objectively identified and given notice of the litigation without  
5 unreasonable time or expense. (*See Medrazo v. Honda of N. Hollywood* (2008) 166 Cal.App.4th  
6 89, 101.) Here, according to Defendant’s records, there are approximately 120 Settlement Class  
7 Members. This figure satisfies the numerosity requirement.

8           **B.     WELL-DEFINED COMMUNITY OF INTEREST**

9                 1.     Commonality

10           To justify certification, the class proponent must show that questions of law or fact  
11 common to the class predominate over the questions affecting the individual members. (*See*  
12 *Arenas v. El Torito Rests., Inc.* (2010) 183 Cal.App.4th 723, 732 (citing *Washington Mut. Bank*  
13 *v. Superior Court* (2001) 24 Cal.4th 906, 913).) Plaintiff contends that the Class was subject to  
14 common policies and practices relating to the payment of wages, meal and rest breaks, among  
15 other things. While the Parties dispute whether a class would be appropriate if the litigation were  
16 to continue, they agree to class certification for the purposes of this settlement only. (Hawkins  
17 Decl. ¶¶ 13-45).

18                 2.     Typicality

19           Typicality “focuses on whether there exists a relationship between the Plaintiffs’ claims  
20 and the claims alleged on behalf of the class.” (*See* Herbert B. Newberg & Alba Conte, *Newberg*  
21 *on Class Actions* (“*Newberg*”) § 3:13 (4th ed. 2002).) Again, the Parties dispute whether  
22 Plaintiff’s claims are typical of the Class for the purposes of any continued litigation of the Action,  
23 but agree for the purposes of this settlement only, that Plaintiff asserts claims regarding  
24 Defendant’s meal and rest break practices, wage statements, and the provisions governing the  
25 timely and complete payment of wages, which are at the core of the lawsuit. (Hawkins Decl. ¶  
26 35).

27                 3.     Adequacy of Representation

1 The proposed class representative must establish that he or she will adequately represent  
2 the proposed class. (*See Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540,  
3 546.) Specifically, Plaintiff is adequate to represent the class because he was employed by  
4 Defendant as a non-exempt employee during the Class Period, experienced the same wage and  
5 hour practices as the rest of the Class, understood their duties as a Class Representative, has been  
6 willing to undergo the risks of litigation, and has no conflicts of interest.

7 Adequacy may be established by the fact that counsel are experienced practitioners. (*See*  
8 *Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.* (9th Cir. 2001)  
9 244 F.3d 1152, 1162.) Here, Plaintiff is represented by Class Counsel with extensive experience  
10 in wage and hour class actions like the instant matter. (Hawkins Decl. ¶¶ 36, 44).

11 4. Superiority

12 Certification of the Class for settlement purposes is superior here because there will be a  
13 global resolution of all claims at once, which fosters judicial economy. Class certification for  
14 settlement purposes is also vastly superior to litigation of numerous individual claims because  
15 most of the claims are too small to litigate outside of the class context.

16 **V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT,**  
17 **WHICH IS FAIR, ADEQUATE, AND REASONABLE**

18 **A. CLASS ACTION SETTLEMENTS ARE SUBJECT TO JUDICIAL REVIEW AND**  
19 **APPROVAL UNDER THE CALIFORNIA RULES OF COURT**

20 The law favors settlements. (*Bush v. Superior Court* (1992) 10 Cal.App.4th 1374.) This is  
21 particularly true in class actions where substantial resources can be conserved by avoiding the  
22 time, cost, and rigors of formal litigation. However, a class action may not be dismissed,  
23 compromised, or settled without the Court's approval. Cal. R. Ct. 3.769(a). The California Rules  
24 of Court set forth the procedures for court approval of a class action settlement: (1) the Court  
25 preliminarily approves the settlement; (2) class members receive notice as directed by the Court;  
26 and (3) the Court conducts a final approval hearing to inquire into the fairness of the proposed  
27 settlement. (*See* Cal. R. Ct. 3.769(c), (e-g).)  
28

1 The decision to approve or reject a proposed settlement lies within the Court's sound  
2 discretion. (*See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35.)  
3 Nevertheless, in considering a potential settlement for approval, a court is not to turn the approval  
4 hearing "into a trial or rehearsal for trial on the merits . . . [or] to reach any ultimate conclusions  
5 on the contested issues of fact and law which underlie the merits of the dispute." (*Officers for*  
6 *Justice*, 688 F.2d at 625.)

7 The Court's ultimate duty is to determine whether the settlement is fair, adequate, and  
8 reasonable. (*See Dunk*, 48 Cal.App.4th at 1801 (setting forth the "fair, adequate, and reasonable"  
9 standard) (citing *Officers for Justice*, *supra*); *Cho v. Seagate Tech. Holdings, Inc.* (2009) 177  
10 Cal.App.4th 734, 742-43 (a trial court must approve a class action settlement agreement, but only  
11 after determining that it is "'fair, adequate and reasonable,'" considering factors such as the "'risk,  
12 expense, [and] complexity'" of continued litigation) (citations omitted).) The Court enjoys broad  
13 discretion in making its fairness determination, and should consider factors including, but not  
14 limited to:

15 [T]he strength of Plaintiff's case, the risk, expense, complexity and likely duration  
16 of further litigation, the risk of maintaining class action status through trial, the  
17 amount offered in settlement, the extent of discovery completed and the stage of  
the proceedings, the experience and views of counsel . . . and the reaction of the  
class members to the proposed settlement.  
18 *Dunk*, *supra* (detailing non-exhaustive list of factors for court's consideration at final approval).

19 The above factors are not exclusive "and the court is free to engage in a balancing and  
20 weighing of factors depending on the circumstances of each case." (*Wershba*, 91 Cal.App.4th at  
21 245.) However, in doing so, the Court must give "[due] regard to what is otherwise a private  
22 consensual agreement between the parties." (*Id.*) The inquiry must be limited "to the extent  
23 necessary to reach a reasoned judgment that the agreement is not the product of fraud or  
24 overreaching by, or collusion between, the negotiating parties." (*Id.* (citation and internal  
25 quotation marks omitted).)

26 At the preliminary approval stage, the Court need only determine that the settlement falls  
27 within the "range of possible judicial approval," so that notice to the class and the scheduling of  
28 the fairness hearing are worthwhile. (*See Newberg* § 11:25.) Indeed, the Court should grant



1 preliminary approval if there are no “grounds to doubt its fairness or other obvious deficiencies .  
2 . . and [the settlement] appears to fall within the range of possible approval.” (*Manual For*  
3 *Complex Litigation* (Third) § 30.41 (1995); *see Dunk*, 48 Cal.App.4th at 1802.) A “presumption  
4 of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2)  
5 investigation and informal discovery are sufficient to allow counsel and the court to act  
6 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors  
7 is small.” (*Dunk, supra* (citing *Newberg* § 11:41).) As shown below, the settlement falls well  
8 within the range of approval because there are no grounds to doubt its fairness.

9 **B. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, NON-COLLUSIVE**  
10 **NEGOTIATIONS**

11 The settlement was the product of extensive arm’s length negotiations between counsel  
12 and was facilitated by an experienced wage-and-hour class action mediator Kevin T. Barnes, Esq.  
13 Though cordial and professional, the settlement negotiations were adversarial and non-collusive  
14 in nature. The settlement reached is the product of substantial effort by the parties and their  
15 counsel. Although Plaintiff and his counsel believed that there was a possibility of certifying the  
16 claims, they recognized the potential risk, expense, and complexity posed by litigation, such as  
17 unfavorable decisions on class certification, summary judgment, at trial and/or on the damages  
18 awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant  
19 prevailed on any of its defenses, the employees may not have received any monetary recovery.

20 **C. THE EXTENT OF THE INVESTIGATION WAS MORE THAN SUFFICIENT TO PERMIT**  
21 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

22 Plaintiff thoroughly investigated and evaluated the factual and legal strengths and  
23 weaknesses of this case before reaching the settlement. As described above, the settlement was  
24 reached after extensive investigation and research, thorough calculations and risk evaluation, and  
25 a substantial exchange of information relating to the Class Members prior to mediation.

26 **D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS**

27 To evaluate a settlement, the parties must provide the trial court with “basic information  
28 about the nature and magnitude of the claims in question and the basis for concluding that the



1 consideration being paid for the release of those claims represents a reasonable compromise.”  
2 (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) The *Kullar* requirement  
3 was further explained in *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186  
4 Cal.App.4th 399, which held that an explicit statement of the maximum theoretical amount that  
5 the class could recover was not necessary:

6           Greenwell misunderstands *Kullar*, apparently interpreting it to  
7           require the record in all cases to contain evidence in the form of an  
8           explicit statement of the maximum amount the plaintiff class could  
9           recover if it prevailed on all its claims – a number which appears  
10          nowhere in the record of the case. But *Kullar* does not, as  
11          Greenwell claims, require any such explicit statement of value; it  
12          requires a record which allows “an understanding of the amount  
13          that is in controversy and the realistic range of outcomes of the  
14          litigation.

15           A settlement is not judged against what might have been recovered had a plaintiff  
16          prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair  
17          and reasonable. (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 246, 250  
18          (“Compromise is inherent and necessary in the settlement process ... even if the relief afforded  
19          by the proposed settlement is substantially narrower than it would be if the suits were to be  
20          successfully litigated, this is no bar to a class settlement because the public interest may indeed  
21          be served by a voluntary settlement in which each side gives ground in the interest of avoiding  
22          litigation.”).)

23           In light of the uncertainties of protracted litigation, this negotiated settlement reflects the  
24          best practicable recovery for the Class. While the total settlement amount is, of course, a  
25          compromise figure, the potential risks and opportunities of both parties were effectively weighed  
26          and considered by the parties, resulting in a fair and equitable settlement.

27           As discussed in detail in the Hawkins declaration, the GSA of \$150,000.00 represents a  
28          reasonable recovery and accounts for approximately 8.27% to 38% of the overall potential value.  
This recovery could easily be much lower if at trial PAGA penalties were reduced or damages for  
certain pay periods or workweeks could not be proven for certain individuals. The proposed GSA  
is within the “ballpark of reasonableness” and should be approved. (Hawkins Decl., ¶¶ 18-31).

1           **E.     PLAINTIFF’S COUNSEL ARE EXPERIENCED IN SIMILAR WAGE-AND-HOUR**  
2           **LITIGATION**

3           The view of the attorneys actively conducting the litigation is entitled to significant weight  
4 in deciding whether to approve the settlement. (*Ellis v. Naval Air Rework Facility* (N.D. Cal.  
5 1980) 87 F.R.D. 15, 18, *aff’d* (9th Cir. 1981) 661 F.2d 939; *Kullar v. Foot Locker Retail, Inc.*  
6 (2008) 168 Cal.App.4th 116, 128 (court must take into account “the experience and view of  
7 counsel”) (internal quotation and citation omitted).)

8           Plaintiff’s counsel have a great deal of experience in wage and hour class action litigation  
9 over the last 25 years and have obtained certification of several classes, and have been approved  
10 as class counsel in many other wage/hour class actions. (Hawkins Decl., ¶ 41).

11           **F.     THE CLASS NOTICE CONFORMS TO ALL APPLICABLE STATUTES AND RULES**

12           The proposed Notice Packet containing the Court Approved Notice of Class Action  
13 Settlement And Hearing Date for Final Approval (“Class Notice”) should be approved, as it fully  
14 informs the Class Members of the nature of the lawsuit and each Class Member’s rights under the  
15 terms of the Settlement Agreement and applicable law. The manner in which the Class Notice  
16 shall be disseminated, as outlined above, shall ensure that all or nearly all of the Class Members  
17 shall be properly notified of the proposed settlement.

18           The proposed Class Notice and proposed plan for the Settlement Administrator to mail  
19 the Class Notice to the last known address of all class members complies with all the requirements  
20 of California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Class Notice  
21 include: (1) the material terms of the settlement; (2) the proposed attorneys’ fees, litigation  
22 expenses, and the costs of administration; (3) details about the final fairness hearing and how  
23 class members may elect to exclude themselves or make an objection; and (4) how class members  
24 can obtain additional information. *See* Class Notice (**Exhibit A** to Settlement Agreement). In  
25 addition, it will inform Class Members of their estimated settlement share.

26           The Court has wide discretion in approving the means of providing notice, so long as the  
27 class representative “provide(s) meaningful notice in a form that should have a reasonable chance  
28 of reaching a substantial percentage of class members.” (*Archibald v. Cinerama Hotels*, (1976)

1 15 Cal.3d 853, 861.) Here, the parties' notice plan is that notice of the Settlement will be  
2 disseminated directly to the class members by first class mail by the settlement administrator,  
3 since Defendant has the last known addresses of all class members, and the Settlement  
4 Administrator will perform a skip trace and update those addresses for any class notices that are  
5 returned and re-send the notice.

6 The Class Notice satisfies the requirements of Rule of Court 3.766 and affords Settlement  
7 Class Members with all due process protections required by the United States Constitution.  
8 Moreover, the contents of the Class Notice are in compliance with Cal. R. Ct. 3.766(d), because  
9 the Notice includes, without limitation (1) a detailed explanation of the case, including the basic  
10 contentions or denials of the parties; (2) a statement that the court will exclude the member from  
11 the class if the member so requests by a specified date; (3) a procedure for the member to follow  
12 in requesting exclusion from the class; (4) a statement that the judgment, whether favorable or  
13 not, will bind all members who do not request exclusion; and (5) a statement that any member  
14 who does not request exclusion may, if the member so desires, enter an appearance through  
15 counsel. The 45-day deadline for Class Members to exclude themselves is reasonable, as it  
16 provides Class Members with sufficient time to do so and, if they so choose, to seek independent  
17 legal advice in the interim. If a Class Member does not opt-out, then he or she will automatically  
18 be sent a settlement check.

19 **G. THE NON-REVERSIONARY CHECKS CASHED DISTRIBUTION ENSURES**  
20 **MAXIMAL RECOVERY FOR CLASS MEMBERS**

21 Each member who does not opt out of the Settlement shall be mailed a check which  
22 ensures that every Class Member will be paid unless he or she affirmatively acts to exclude  
23 himself or herself. Moreover, the Settlement Amount is non-reversionary, which means that no  
24 settlement funds will revert to Defendants; instead, if any checks are not cashed before the  
25 objection deadline, the funds will be transferred to the California Controller's Office,  
26 pursuant to California Code of Civil Procedure section 384. Such terms are favored by Courts and  
27 demonstrate that there was no collusion between counsel for the parties and that the Settlement is  
28 fair and favorable to the Class Members.

1           **H.       THE ATTORNEY’S FEES AND COSTS ALLOCATION UNDER THE SETTLEMENT**  
2                   **AGREEMENT IS FAIR**

3           Under the terms of the Settlement Agreement, Class Counsel is requesting \$50,000.00  
4 in attorneys’ fees, which is equal to 33.33% of the Settlement Amount. (See, e.g. *Laffitte v.*  
5 *Robert Half Int’l Inc.* (2016) 1 Cal.5th. 480 (approving 1/3 fee in the amount of \$6.33 million at  
6 a 2.13 lodestar multiplier, when class action litigation establishes a monetary fund for the benefit  
7 of the class members, the trial court may determine the amount of a reasonable fee by choosing  
8 an appropriate percentage of the fund created); see also *Stuart v. RadioShack Corp.* (N.D. Cal.  
9 Aug. 9, 2010) No. C-07-4499 EMC, 2010 WL 3155645 (approving fee award of 1/3 of the total  
10 maximum settlement amount of \$4.5 million) (the court noted that the fee award of 1/3 of the  
11 total settlement was “well within the range of percentages which courts have upheld as  
12 reasonable in other class action lawsuits”); *Singer v. Becton Dickinson and Co.* (S.D. Cal. June  
13 1, 2010) No. 08-cv-1501-IEG (BLM), 2010 WL 2196104, at \*8 (approving fee award of 33.33%  
14 of the common fund); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007) No.  
15 1:05cv0484 DLB, 2007 WL 3492841, at \*4 (awarding fees of 1/3 of common fund in a wage  
16 and hour class action, noting: “[f]ee awards in class actions average around one-third of the  
17 recovery.”); *Martin v. FedEx Ground Package System, Inc.* (N.D. Cal. Dec. 31, 2008) No. C 06-  
18 6883 VRW, 2008 WL 5478576, at \*8 (approving fees of 1/3 of common fund).)

19           Additionally, Plaintiff’s Counsel is seeking up to \$20,000.00 in litigation costs, pursuant  
20 to the Settlement Agreement.

21           Once the Court grants preliminary approval of the Settlement Agreement and Class Notice  
22 is disseminated, Plaintiff’s counsel will submit a comprehensive request for attorneys’ fees and  
23 costs with its Final Approval Motion.

24           **I.       THE CLASS REPRESENTATIVE’S SERVICE PAYMENT REQUEST IS FAIR AND**  
25                   **APPROPRIATE**

26           The Settlement Agreement provides for a Class Representative Service Payment to the  
27 Class Representative of not more than \$6,500.00, which is reasonable given the large recovery  
28 that Class Members will receive on average, as well as the time and effort Plaintiff devoted to his

1 case. Plaintiff's efforts included providing factual background for the Class and PAGA  
2 complaints; providing documents and information about Defendants' compensation plan;  
3 participating in numerous phone calls to discuss litigation and settlement strategy; making  
4 themselves available throughout the litigation to assist with analyzing the claims and defenses;  
5 helping Class Counsel prepare for the mediation; making himself available throughout the  
6 duration of mediation and thereafter; and reviewing the settlement documents. The Class  
7 Representative also assumed significant risk in bringing this litigation—namely, had he lost, he  
8 could have been ordered to pay Defendants' costs. (Hawkins Decl. ¶ 34). *See also*, Declaration  
9 of Shannen Garner in support.

10       The requested Class Representative Service Payment falls within the range of, if not  
11 below, incentive payments typically awarded to Class Representatives in similar class actions.  
12 (*See e.g. Bond v. Ferguson Enterprises, Inc.* (E.D. Cal. June 30, 2011) No. 1:09-cv-1662 OWW  
13 MJS, 2011 WL 2648879 (approving \$11,250 enhancement award to each of the two class  
14 representatives in a trucker meal break class action; *Ross v. US Bank National Association* (N.D.  
15 Cal. Sept. 29, 2010) No. C 07-02951 SI, 2010 WL 3833922, at \*2 (approving \$20,000  
16 enhancement award to Class Representative in California wage-and-hour class action settlement);  
17 *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 4150, 493 (approving  
18 Enhancement Awards in the amount of \$15,000 each from a \$300,000 settlement fund in a  
19 wage/hour class action); *West v. Circle K Stores, Inc.* (E.D. Cal. Oct. 19, 2006) NO. CIV. S-04-  
20 0438 WBS GGH, 2006 U.S. Dist. LEXIS 76558, at \*28 (“the court finds Plaintiff’s enhancement  
21 payments of \$ 15,000 each to be reasonable.”); *Glass v. UBS Fin. Servs.* (N.D. Cal. Jan. 26, 2007)  
22 No. C-06-4068 MMC, 2007 U.S. Dist. LEXIS 8476, at \*52 (finding “requested payment of  
23 \$25,000 to each of the named Plaintiff is appropriate” in wage and hour settlement); *Louie v.*  
24 *Kaiser Found. Health Plan, Inc.* (S.D. Cal. Oct. 6, 2008) Case No. 08cv0795 IEG RBB, 2008  
25 U.S. Dist. LEXIS 78314, at \*18 (approving “\$25,000 incentive award for each Class  
26 Representative” in wage an hour settlement).)

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**VI. THE COURT SHOULD APPOINT ILYM GROUP INC. AS THE SETTLEMENT ADMINISTRATOR**

Subject to the Court's approval, the parties stipulated to ILYM Group Inc. serving as the Settlement Administrator. ILYM Group is experienced in administering class action settlements and has provided a flat-fee proposal to administer this settlement for \$5,950.00. (Hawkins Decl. ¶¶ 38-39) (S.A. ¶ 7.1).

**VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING**

The last step in the approval process is the formal hearing, whereby proponents of the Settlement may explain and describe its terms and conditions and offer argument in support of approval, and Settlement Class Members or their counsel may be heard in support of or in opposition to the settlement. Subject to the Court's approval, the Parties propose that the Court schedule a hearing for final approval approximately 120 days after the Preliminary Approval Date, as follows:

|                                                                                 |                                                                                                                                                                |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                 | Preliminary Approval (PA) hearing                                                                                                                              |
| Within 20 business days after entry of order of PA                              | Class Data/List due to Settlement Administrator                                                                                                                |
| Within 10 business days after receiving Class List                              | Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members                                                        |
| 45 calendar days after initial mailing of Class Notice                          | Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement                                                        |
| 16 court days before Final Approval hearing                                     | Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and Service Award         |
| 9 court days before Final Approval hearing                                      | Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement |
| 5 court days before final approval hearing                                      | Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement                                                                 |
| To Be Determined (Approximately 120 days after Preliminary Approval is granted) | Final Approval Hearing                                                                                                                                         |

1 **VIII. CONCLUSION**

2 For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant the  
3 unopposed Motion for preliminary approval of the Class Action and PAGA Settlement  
4 Agreement.

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8  
9 Dated: April 23, 2026,

JAMES HAWKINS APLC

10  
11 BY:



12 James Hawkins, Esq.  
13 Gregory Mauro, Esq.  
14 Michael Calvo, Esq.  
15 Lauren Falk, Esq.  
16 Ava Issary, Esq.

17 Attorneys for Plaintiff Shannen Garner and  
18 the Proposed Class  
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