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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MARIA GONZALEZ, an individual and on behalf of all others similarly situated; Plaintiff, vs. VACATION INTERNATIONALE, INC., a Washington corporation; and DOES 1 through 50, Defendants.	Case No.: CVRI2402850 [Assigned for All Purposes to: Hon. Harold W. Hopp, Dept. 1] **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** [Filed Concurrently with Notice of Filing Class Action and PAGA Settlement Agreement, Declarations in Support Thereof, and [Proposed] Order] DATE: June 3, 2026 TIME: 8:30 a.m. DEPT: 1 Reservation No.: 134117362285 Action Filed: May 24, 2024 Trial Date: Not Set

TO THE HONORABLE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on June 3, 2026 at 8:30 a.m. in Department 1 of the Superior Court of the State of California for the County of Riverside, Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501, before the Honorable Harold W. Hopp, Judge presiding, Plaintiff MARIA GONZALEZ ("Plaintiff" or "Class Representative") will and hereby does move the Court for an Order:

1. Preliminarily approving the Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") between Class Representative and Defendant VACATION INTERNATIONALE, INC. ("Defendant") and the settlement fund in the amount of Two Hundred Sixty Thousand Dollars and Zero Cents ($260,000.00) ("Gross Settlement Amount"), which is to be distributed as follows: out of the Gross Settlement Amount, (a) an estimated minimum of $123,843.33 to be paid to the Participating Class Members; (b) up to $10,000.00 to be paid to the Class Representative Service Payment for Plaintiff's service to the Class; (c) up to a total of $86,666.67 (33 1/3%) to be paid to Class Counsel for attorneys' fees and reimbursement of actual costs up to a maximum of $20,000.00; (d) the PAGA Payment of $13,000.00, 75% of which, or $9,750.00 will be paid to the Labor Workforce Development Agency (the "LWDA") and 25% of which, or $3,250.00 will be paid to Aggrieved Employees; and (e) the Settlement Administrator to be paid for its fees and costs relating to the claims administration process in the amount of $6,490.00;

2. Finding on a preliminary basis that the Settlement appears to be within the range of reasonableness of a settlement, and that the Class Representative Service Payment, Class Counsel fees and costs, the Settlement Administrator fees, and the allocation of payments to Participating Class Members, could ultimately be given final approval by this Court;

3. Approving the Notice of Proposed Settlement or Class Notice packet ("Class Notice") to be sent to Class Members, that is attached as Exhibits A to C to the Agreement;

4. Appointing Apex Class Action LLC as the Settlement Administrator; and

5. Setting the matter for a Final Fairness and Final Approval hearing.

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This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to preliminarily certify a class for settlement purposes. The basis for this Motion, filed without any opposition from Defendant, is that the proposed settlement is fair, adequate, and reasonable and the procedures proposed by the Parties are adequate to ensure the opportunity of Class Members to participate in, opt out of, or object to the settlement.

This Motion will be based on the Memorandum of Points and Authorities included herein, the Agreement concurrently filed herewith, and the supporting Declarations of William C. Sung, Tiffany L. Luu, Plaintiff Maria Gonzalez, and Kimberly Sutherland on behalf of Apex Class Action LLC, upon the oral arguments of counsel and on the complete records and file herein.

Respectfully submitted,

DATED: March 3, 2026

JUSTICE FOR WORKERS, P.C.

By: ______________________

William C. Sung
Tiffany L. Luu
Joseph C. Ramli
Attorneys for Plaintiff MARIA GONZALEZ

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF THE CASE

Plaintiff MARIA GONZALEZ ("Plaintiff" or "Class Representative") brought this wage and hour class and representative action on behalf of a Class of current and former non-exempt, hourly employees of Defendant VACATION INTERNATIONALE, INC. ("Defendant") in California from May 24, 2020 through December 21, 2025 (the "Class Period"). The primary issues in this case pertain to Defendant's alleged failure to pay all wages due, meal and rest period violations, and failure to reimburse necessary business expenses. Plaintiff contends, as a result of these issues, Defendant is also liable for inaccurate wage statement penalties, waiting time penalties, and civil penalties under the Private Attorneys' General Act ("PAGA"). Plaintiff now requests that this Court preliminarily approve this non-reversionary, common-fund class action settlement, in which Defendant has agreed to pay the Gross Settlement Amount ("GSA") of **$260,000.00**.

After deducting administration costs, Plaintiff's requested Class Representative Service Payment, the amount set aside as PAGA civil penalties, and requested attorneys' fees and costs, the Net Settlement Amount ("NSA") of approximately **$123,843.33** will be distributed to all Class Members who do not opt out of the Settlement based on the proportionate number of workweeks worked by each Class Member during the Class Period. Employees with standing for PAGA civil penalties will receive additional consideration for their release of PAGA claims.

Significantly, all Class Members will automatically receive a payment unless they affirmatively opt-out. There are approximately 141 Class Members, and **the average payment to participating Class Members is projected to be approximately $878.32**. This is an excellent result for Class Members, who will be releasing only those claims alleged in the Action. The Settlement complies with the Court's Class Action Case Management Order and meets all of the elements required for approval. The Court should grant preliminary approval because the proposed Settlement is within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the tangible monetary benefits to be received by Plaintiff and the Class.

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II. PROCEDURAL POSTURE

Defendant owns and operates vacation resorts in California. (Declaration of William C. Sung ("Sung Decl.") at ¶ 2.) Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately May 2002 to approximately March 2024 as an assistant to the housekeeping manager at The Oasis resort located in Palm Springs, California. (Declaration of Maria Gonzalez ["Gonzalez Decl."], ¶ 2.)

On May 24, 2024, Plaintiff submitted a letter to the California Labor & Workforce Development Agency ("LWDA") initiating administrative exhaustion of her claim for civil penalties under the PAGA. (Sung Decl. at ¶ 3, Ex. 1.) On the same date, May 24, 2024, Plaintiff commenced this class action by filing the Class Action Complaint alleging the following causes of action against Defendant: (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition. (Sung Decl., ¶ 4.) On August 1, 2024, Plaintiff filed the operative First Amended Complaint adding a cause of action for Civil Penalties under the California Private Attorney's General Act ("PAGA"). (Sung Decl., ¶ 5, Ex. 2.)

The Parties agreed to engage in private mediation with well-respected mediator, Barry Appell, Esq., and engaged informal discovery and document exchange. (Sung Decl., ¶ 6.) On October 22, 2025, the Parties attended mediation with Mr. Appell and successfully reached a resolution of this Action on a class action and PAGA representative basis. (*Ibid.*)

III. THE PARTIES' SETTLEMENT NEGOTIATIONS

Prior to mediation, the Parties engaged in informal discovery, where Defendant provided Plaintiff with data which included (1) class and PAGA demographic information, including number of Class Members and workweeks worked and number of Aggrieved Employees and pay periods worked; (2) all Class Members' time and payroll records; (3) Defendant's employee handbooks and relevant policies and procedures in effect during the Class Period; and (4) Plaintiff's personnel records and wage statements. (Sung Decl., ¶ 7.)

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Class Counsel engaged an expert data analyst to conduct an analysis of the sampling records, Class Counsel analyzed and investigated the facts and law relevant to the Plaintiff's claims, and the Parties outlined their respective positions in mediation briefs for the mediator. (Sung Decl., ¶ 8.) Based on data provided by Defendant, Class Counsel also calculated the maximum exposure under the Labor Code in preparation for mediation. (Sung Decl., ¶10.)

The Parties participated in a full-day mediation with Mr. Appell. (Sung Decl., at ¶ 6.) During the mediation, the Parties debated the strengths and weaknesses of Plaintiff's claims and Defendant's defenses thereto and the scope of employees whom Plaintiff could represent even if Plaintiff's legal claims had merit. (*Ibid.)* After a full day of mediation, the Parties resolved the Actions. (*Ibid.*) The Parties subsequently memorialized all formal terms in a Class Action and PAGA Settlement Agreement (the "Agreement"), attached as **Exhibit 1** to the Notice of Filing of Class Action and PAGA Settlement Agreement. (*Ibid.)*

IV. DISCUSSION

Any settlement of class litigation must be reviewed and approved by the Court. This is done in two steps: (1) an early (preliminary) review by the trial court; and (2) a final review after notice has been distributed to the class members for their comment or objections. The Manual for Complex Litigation (Third), § 30.41 states:

> Approval of class action settlements involves a two-step process. First, counsel submits the proposed terms of settlement and the court makes a preliminary fairness evaluation. If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice . . . be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

Thus, the preliminary approval by the trial court is simply a conditional finding that the settlement appears to be within the range of acceptable settlements. As Professor Newberg comments, "[t]he strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal may vary. The court may find that the settlement proposal contains some merit, is within the range of reasonableness required for a settlement offer, or is presumptively valid subject only to any objections that may be raised at a final hearing."

Newberg on Class Actions, § 11.26 (4th ed. 2002).

The procedures for the parties' submission of a proposed settlement for preliminary approval by the court also are discussed in Newberg on Class Actions:

> When the parties to an action reach a monetary settlement, they will usually prepare and execute a joint stipulation of settlement, which is submitted to the court for preliminary approval. The stipulation should set forth the central terms of the agreement, including but not limited to, the amount of settlement, form of payment, manner of determining the effective date of settlement and any recapture clause.

(*Id.* at § 11.24.)

Here, the Parties have reached such an agreement and have submitted to this Court in connection with this Motion a copy of the Agreement fully setting forth the agreement reached among the Parties. The Agreement sets forth all terms of the agreement reached by the Parties, which complies with the Court's Class Action Case Management Order ("CMO").

A. PROPOSED CLASS - CMO (G)(3)(a)(i)

The current settlement is being settled on behalf of:

> "All current and former non-exempt employees who worked for Defendant in California at any time at any time during the Class Period (defined as May 24, 2020 through December 21, 2025)."

(Agreement ¶¶ I.C., I.I.) The number of Class Members is estimated at 141 individuals and the number of PAGA Aggrieved Employees is estimated at 66 individuals. (Sung Decl. ¶ 9.)

B. ESTIMATE OF THE TOTAL AMOUNT OF DAMAGES, PENALTIES OR OTHER RELIEF THAT THE CLASS WOULD BE AWARDED - CMO (G)(3)(a)(ii)

Based on the data provided, Plaintiff believes that the class could have obtained damages of approximately **$1,151,500.21** plus PAGA penalties. (Sung Decl. ¶ 10.) Specifically, Plaintiff estimates the following damages for each of the causes of action as follows:

1. Failure to Reimburse Cellphone Expenses

Plaintiff used her personal cellphone with communicate with coworkers and she received calls from coworkers, such as being notified when rooms and units were ready to be cleaned, because radios had poor signal and audio, and she was not reimbursed. (Sung Decl., ¶ 10.a.) Estimating a 50% violation rate, $50 monthly reimbursement, and extrapolated to 10,230 workweeks, Plaintiff estimates Defendant's maximum exposure for unreimbursed business expenses is **$118,038.46**. (*Ibid.*)

2. Unpaid Wages Due to Off-the-Clock Work

Plaintiff alleges that her meal periods were sometimes interrupted for work-related reasons, resulting in off-the-clock work. (Sung Decl., ¶ 10.b.) Here, any instances of off-the-clock work would not be reflected in the records. (*Ibid*.) Estimating that Class Members worked on average 60 minutes off the clock per week and at an average hourly rate of $17.47, Defendant's maximum exposure to the Class for unpaid of wages, including overtime, is approximately **$268,077.15**. (*Ibid*.)

3. Meal and Rest Period Premiums

Plaintiff alleges that she did not receive all of meal periods and rest periods. (Sung Decl., ¶ 10.c.) Here, in analyzing the time records, Plaintiff's expert found 15.02% of shifts had a meal period violation without payment of premiums, broken down as 7.46% of shifts had a missed first meal period violation; 10.09% of shifts had a late first meal period violation; 2.72% of shifts has a short meal violation; and 1.40% of eligible shifts had a missed second meal violation. (Sung Decl., ¶ 10.c.) Class Counsel estimates Defendant's maximum exposure to the Class for unpaid meal period premiums to be approximately **$113,307.28**. (*Ibid.*)

As to rest periods, any instances of rest period violations would not be reflected in the records. (*Ibid.*) Given Defendant's meal period compliance rate, and estimating that Class Members had a 20% rest period non-compliance rate (i.e., one violation every week), Defendant's maximum exposure to the Class for unpaid rest period premiums is **$178,718.10**. (*Ibid.*)

4. Statutory Penalties for Wage Statement and Waiting Time Violations

Plaintiff alleges that Defendant failed to provide compliant wage statements and pay all wages due upon separation of employment as a result of underpaid overtime and paid sick leave due to regular rate violations, unpaid wages including overtime due to off the clock work, and unpaid meal and rest period premiums. (Sung Decl., ¶ 10.d.) Statutory penalty wage statement violations is $50 for the first pay period and $100 for each subsequent pay period in which there is a violation, with a cap of $4,000 per employee. (Lab. Code § 226(e).) Based on Class Counsel's analysis and at a 41.81% violation rate, Class Counsel estimates Defendant's maximum exposure for wage statement penalties is **$223,200.00**. (Sung Decl., ¶ 10.d.) Waiting time penalty is calculated as 30 days' wages per former employee who was not paid all wages due upon separation of employment. (Lab Code § 203.) Based on Counsel Counsel's analysis and at a 90.44% violation rate for 136 formerly employed Class Members, Class Counsel estimates Defendant's maximum exposure for waiting time penalties is **$250,159.22**. (Sung Decl., ¶ 10.d.)

5. Civil Penalties Under the PAGA

Plaintiff seeks civil penalties under the PAGA for the aforementioned wage and hour violations (unpaid wages, meal and rest period violations, wage statement violations, and failure to pay all wages upon separation) and paid sick leave violations. (Sung Decl. at ¶ 10.e.) Based on Class Counsel's analysis, Class Counsel estimate potential exposure for civil penalties under the PAGA to be approximately **$226,500.00** ($100 initial violation rate X 2,265 pay periods). (*Ibid.*)

C. ESTIMATE OF WHAT THE CLASS COULD REASONABLY EXPECT TO BE AWARDED AT TRIAL - CMO (G)(3)(a)(iii)

Plaintiff believes that Plaintiff can prevail at trial and be awarded the entire amount of the maximum exposure. (Sung Decl. at ¶ 11.) However, having tried wage and hours cases to verdict, Class Counsel believes there is also a reasonable possibility that the Court may find in favor of Defendant and award nothing to Plaintiff based on Defendant's defenses. (*Ibid.*) As to the failure to reimburse claim, Defendant contends that it provided Plaintiff and Class Members with radios to communicate while at work and any cellphone usage was out of their own convenience and not mandatory; therefore, any cellphone usage is not a reimbursable expense. (*Ibid.*)

As to the off-the-clock work theory, Defendant contends that it has compliant policies prohibiting employees from working off the clock, and the sampling records evidence that Class Members were paid nearly 18,000 overtime hours totaling over $46,000. (*Ibid.*) Thus, Defendant maintains that its policies, practices, and class records evidence highly complaint policies and practices, Plaintiff's off-the-clock work theory is not suited for class certification, nor can classwide liability be proven at trial, due to numerous individualized inquiries as to whether which employees worked off-the-clock, whether Defendant knew or should have known that employees were working off the clock, and whether they were instructed or permitted to work off the clock by their supervisors or managers. (*Ibid.*)

As to the claim for failure to provide compliant meal and rest periods, Defendant asserts that it has compliant policies in its employee handbook on the provision of meal and rest periods to Class Members. (*Ibid.*) Defendant asserts that, against a low meal period violation rate on the records, its policies and records evidence a highly compliant meal and rest period practice, and any non-compliant meal and rest periods resulted from lawful employee waiver or voluntary choice, rather than any systemic policy and/or practice of Defendant. (*Ibid; Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1034 (rejecting "ensure" standard.) Finally, Defendant maintains Plaintiff's meal and rest period claims are not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal and rest periods, how many meal and rest periods were non-compliant or missed, and the reasons why a particular employee did not take a meal or rest period on a particular shift. (Sung Decl. at ¶ 11.)

For wage statement penalties under Labor Code § 226(e) and waiting time penalties under Labor Code § 203, Defendant contends that it would not be subject to statutory penalties based on its good-faith defenses as stated above, and these issues cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). (*Ibid*.) Notably, Defendant relied on the California Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding under Labor Code § 226(e) for the imposition of statutory penalties. (Sung Decl. at ¶ 11.)

PAGA penalties are also subject to any good-faith defenses that Defendant may raise. (*Ibid*.) Moreover, PAGA penalties are discretionary and subject to reduction by this Court. (*Ibid*.) Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA penalties where ". . . if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Indeed, courts have affirmed the reduction of PAGA penalties in the past. As shown in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, the Court of Appeal affirmed the trial court's reduction of PAGA penalties by 90%, citing the employer's good-faith attempt at complying with the law. Defendant argued that based on their compliant policies and practices and the fact that class recovery is available, the Court will significantly reduce any award of PAGA penalties based on its good-faith compliance with the Labor Code. (Sung Decl. at ¶ 11.)

While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to class certification and trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. (*Ibid*.) The total maximum exposure for class claims amounts to approximately **$1,378,000.2**. (*Ibid*.)

On the failure to reimburse, off-the-clock work, and failure to provide meal and rest period claims, given Defendant's defenses and its policies, the Court could deny class certification, resulting in no recovery for the Class, or classwide damages may be severely limited at trial. (*Ibid*.) Thus, Class Counsel believes there is at least a 50% risk factor, bringing the realistic recovery for unreimbursed business expenses to **$59,019.23**, unpaid wages due to off-the-clock work to **$134,038.58**, unpaid meal period premiums to **$56,653.64**, and unpaid rest period premiums to **$89,359.05**. (*Ibid*.) Given the California Supreme Court's decision in *Naranjo*, there is an 80% risk factor that the Court might find Defendant's good-faith defenses preclude wage statement and waiting time penalties, bringing the realistic recovery to **$50,031.84** for wage statement penalties and **$44,640.00** for waiting time penalties. (*Ibid*.)

Total PAGA penalties amounted to **$226,500.00**. (*Ibid.*) However, if the Court were to reduce the PAGA penalties by 80% similar to *Carrington*, the PAGA penalties exposure would amount to approximately **$45,300.00**. (*Ibid.*)

Thus, the total realistic class damages and PAGA penalties are **$420,023.11**. (*Ibid.*) The Gross Settlement Amount is **61.90%** of the maximum class and PAGA recovery and well within the reasonable range of settlement for class/PAGA actions. (*Ibid*.)

D. ESTIMATE OF RECOVERY BY AVERAGE CLASS MEMBER AND AGGRIEVED EMPLOYEE IF THE SETTLEMENT WERE APPROVED - CMO (G)(3)(a)(iv)&(v)

Based on the estimated number of Class Members, which is **141** individuals, each Class Member will receive, on a raw average, approximately **$878.32**, which is the pro-rata amount per

Class Member based on the estimated Net Settlement Amount of **$123,843.33**. (Sung Decl., ¶ 12.) Each Aggrieved Employee would be a member of the Class. (Sung Decl., ¶ 13.) Thus, in addition to the average recovery for Class Members, each of the estimated **66** Aggrieved Employees will receive, on a raw average, an additional **$49.24** for the PAGA claims. (*Ibid.)*

E. DISCOVERY AND OTHER FACTUAL INVESTIGATION - CMO (G)(3)(a)(vi)

As noted above, the Parties engaged in informal discovery prior to mediation, where Defendant provided Plaintiff with data which included (1) class and PAGA demographic information, including number of Class Members and workweeks worked and number of Aggrieved Employees and pay periods worked; (2) all Class Members' time and payroll records; (3) Defendant's employee handbooks and relevant policies and procedures in effect during the Class Period; and (4) Plaintiff's personnel records and wage statements. (Sung Decl., ¶ 14.) Class Counsel and its expert utilized the data from the class list, sampling time and payroll records, and class statistics to perform damages calculation. (*Ibid.*)

F. OTHER PENDING LITIGATION - CMO (G)(3)(a)(vii)&(b)

Plaintiff and his counsel are not aware any existing class and/or PAGA actions that assert claims similar to those asserted in this action on behalf of a class or group of individuals some of whom would also be members of the Class defined in this Action. (Sung Decl. ¶ 15.)

G. UNCASHED CHECKS, UNPAID RESIDUE OR OTHER UNCLAIMED OR ABANDONED FUNDS - CMO (G)(3)(c)

Participating Class Members shall have 180 days from the date of issuance of the check to negotiate the check. (Agreement, § III.E.9.) The funds from any checks returned as undeliverable, and any checks not negotiated within 180 days, shall be transmitted to the California State Controller's office in the name of the Class Member. (*Ibid.*) Plaintiff believes that sending the funds to the unclaimed funds is superior to redistribution to Class Members that cashed their checks because Class Members that either had their checks lost in the mail or otherwise did not deposit their checks within 180 days will still have an opportunity to receive their settlement funds beyond the 180 days. (Sung Decl. ¶ 16.) In Class Counsel's experience, there have been occasions where Class Members have contacted Class Counsel after the expiration to claim their settlement proceeds, and because the funds were sent to the State Controller's office, the Class Members were able to receive their settlement funds. (*Ibid*.) Thus, Class Members' right to receive their settlement proceeds will be best protected by this process. (*Ibid*.)

H. SETTLEMENT ADMINISTRATOR - CMO (G)(3)(d)

The Agreement provides an amount not to exceed $6,490.00 will be paid for administration fees. (Agreement ¶ III.B.4.) Plaintiff obtained bids from two reputable class action administrators and received the lowest bid from Apex Class Action LLC. (Sung Decl. ¶ 17.) Apex Class Action LLC has extensive experience in administering employment class action settlements and submitted a bid of $6,490.00 including discounts. (Declaration of Kimberly Sutherland ("Admin. Decl.") ¶¶ 4-7, Exs. A, B.)

I. RELEASE BY CLASS MEMBERS IS LIMITED - CMO (G)(3)(e)

The release is limited to Defendant Vacation Internationale, Inc. and its officers, directors, employees, and agents. (Agreement, § I.FF.) The following is a description of the Participating Class Members' Released Class Claims:

> Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount (plus employer-side payroll taxes), Participating Class Members, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby do and shall be deemed to have released the Released Parties from the Released Class Claims.
>
> "Released Class Claims" mean all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the facts and legal theories alleged in the Operative Complaint that arose during the Class Period.

(*Id.* at ¶ I.CC & III.F.1.)

The following is a description of the Aggrieved Employees' Released PAGA Claims:

> Upon entry of final judgment and payment by Defendant of the Gross Settlement Amount, the State of California and Plaintiff hereby do and shall be deemed to have released the Released Parties from the Released PAGA Claims.
> "Released PAGA Claims" means all claims for PAGA civil penalties that are alleged or which reasonably could have been alleged based on the facts and legal theories alleged in the PAGA Notice and the Operative Complaint that arose during the PAGA Period.

(*Id.* at ¶ I.EE & III.F.2.)

/ / /

J. NOTICE TO CLASS MEMBERS, NON-CLAIMS MADE SETTLEMENT, AND NO REVERSION TO DEFENDANT - CMO (G)(3)(f)-(h)

Class Notice Packed will be translated into Spanish by the Settlement Administrator. (*Id.* at ¶ I.H.) Notice to Class Members will be given by First Class Mail. (Agreement, § III.E.2.) The Specifically, no later than 14 calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. (*Id.* at ¶ III.E.2.a.) The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. (*Id.* at ¶ III.E.2.b.) No later than 14 days after receiving the class data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant. (*Ibid.)* If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than 14 days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. (*Id.* at ¶ III.E.2.c.) If a Notice Packet is returned as undeliverable with no forwarding address, the Settlement Administrator shall take reasonable steps including, performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports; and promptly re-mailing to Class Members for whom new addresses are found. (*Ibid.)*

Class Members will be automatically paid from the settlement and do not need to submit claim forms to be entitled to settlement payments pursuant to the terms of the Agreement. (*Id.* at ¶ III.E.3.c., Ex. A.) If a Class Member does not wish to take part in this settlement and be bound by the release, the Class Member must submit an exclusion/opt-out request. (*Id.* at ¶ III.E.3.c., Exs. B, C.) Should any Class Member not submit an exclusion/opt-out request, the Class Member will automatically become a Participating Class Member, will receipt payment, and will be bound by all terms and conditions of the Settlement. (*Id.* at ¶ III.E.3.c.) Such obligations are thoroughly identified in each Class Member's Notice. (*Id.* at Ex. A.) This is a non-reversionary settlement, as the entirety of the settlement amount will be fully paid out. (*Id.* at ¶ III.A.)

K. COMPENSATION FOR UNPAID WAGES - CMO (G)(3)(i)&(j)

20% of each Participating Class Member's Settlement Share is in settlement of wage claims ("Wage Portion") and is subject to wage withholdings and shall be reported on IRS Form W-2. (Agreement, § III.C.3.a.) 80% of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to Class Members and shall not be subject to wage withholdings and shall be reported on IRS Form 1099. (*Id.* at ¶ III.C.3.b.) The portion of the PAGA Payment distributed to Aggrieved Employees shall not be subject to wage withholdings and shall be reported on IRS Form 1099. (*Id.* at ¶ III.B.3.) The Gross Settlement Amount excludes any employer-side payroll taxes on the Wage Portion, which must be paid by Defendant. (*Id.* at III.A.)

L. PROPOSED NOTICE, OBJECTION AND EXCLUSION FORMS - CMO (G)(3)(k)

Attached as Exhibits A, B and C to the Agreement are the Proposed Class Notice, Objection Form and Exclusion Forms. Plaintiff prepared the forms based on previously approved forms by this Court. The Parties have drafted the Proposed Class Notice in a manner that will be likely to be readily understood and the notice will be provided in both English and Spanish by the Administrator. (Sung Decl., ¶ 17; Agreement, § I.H., Ex. A.)

M. TYPICALITY AND ADEQUACY OF REPRESENTATION

1. Class Representative's Claims are Typical of the Class

The commonality requirement is met when there are questions of law and fact common to the class. *See Hanlon v. Chrysler Corp.* (1998) 150 F.3d 1011, 1019. ("The existence of shared legal issues with divergent legal factual predicates is sufficient, as is a common core of salient facts couple with disparate legal remedies within the class".) Commonality requires only that some common legal or factual questions exist; the plaintiffs need not show that all issues in the litigation are identical. *See Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 473. Defendant's conduct is central to the commonality inquiry. *See City of San Jose v. Superior Court* (1974) 12 Ca1.3d 447, 460 (1974). Where the employer's conduct is uniformly directed at a class of employees, as it is here, the class wide impact of the Defendant's policies satisfies the commonality requirement. *See Stephens v. Montgomery Ward & Co., Inc.* (1987) 193 CalApp.3d 411, 421.

Plaintiff claims that Defendant, as a matter of its corporate policy, practice, or procedure violated the Labor Code by failing to provide all meal and rest periods due to Class Members; caused Class Members to work off the clock; failing to reimburse cellphone expenses, did not furnish accurate wage statements to Class Members; and did not pay all wages due to Class Members upon their separation of employment. (Gonzalez Decl., ¶ 3.) Plaintiff was employed by Defendant, like all of the other Class Members, and allegedly suffered the same Labor Code violations at issue, namely, unpaid wages including minimum and overtime wages, meal and rest period violations, and derivative penalties. (*Ibid*.) Thus, Plaintiff's claims are typical to those of Class Members.

The Class Representative does not have any interests adverse to the class, nor has any such issue been raised or presented. (*Id.* at ¶ 4.) The Class Representative has taken all necessary steps to represent the interests of the Class, by making herself available to answer questions, gather and provide documents, and review and execute the Agreement and his accompanying declaration. (*Id.* at ¶ 5.) For such reasons, the Class Representative has adequately represented the Class Members and will continue to do so.

2. Class Counsel Have Adequately Represented the Class and Has Experience with Wage and Hour Class Actions

From the inception of the case, Class Counsel have protected the interests of the Class. Class Counsel analyzed the pre-mediation production, including the time and pay records, prior to the mediation to perform a damages analysis. The mediation and settlement were obtained for the benefit of the Class, not for the individual Class Representative. Class Counsel are experienced wage and hour class action attorneys and are competent to represent the class. (Sung Decl. ¶¶ 18-24.)

N. CLASS REPRESENTATIVE ENHANCEMENT AND ATTORNEYS' FEES/COSTS

1. Attorneys' Fees and Costs

The Agreement allows Plaintiff to seek up to one-third (approximately 33 1/3%) of the Gross Settlement Amount, or $86,666.67, as payment for attorneys' fees. (Agreement, § II.B.2.) The California Supreme Court established that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. (*Laffitte v. Robert Half Int'l* (2016) 1 Cal. 5th 480, 503.) "The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation." (*Ibid.* [internal citations omitted].) In *Laffitte*, the Court affirmed an award of attorneys' fee award of $6,333,333.33, based on one-third of the $19 million common fund. (*Id.* at 503.) As in *Laffitte*, the Parties have agreed to a one-third of the common fund for attorney's fees.

Further, the Parties have agreed to payment of up to $20,000 as reimbursement for Class Counsel's litigation costs. (Agreement, § III.B.2.) Class counsel have, at their own risk, expended costs, for example, to file this instant action, service of process, payment of mediation fees, expert fees, and other litigation related costs. Class Counsel will only request the amounts actually expended up to a maximum of $20,000 and will provide their supporting declarations at the time of final approval. Based on the foregoing, the Court should preliminarily approve the attorney's fees and costs being requested by class counsel.

2. Proposed Payment to Class Representative

Plaintiff requests an enhancement award of $10,000.00. Plaintiff has not previously been a named plaintiff in any other class action cases. (Gonzalez Decl., ¶ 5.) Plaintiff understood that the filing of this action was a matter of public record and this was being prosecuted on a classwide basis. (*Id.* at ¶ 6.) Plaintiff further understood that a representative action would take longer in litigation than an individual action and undertook such risks. (*Ibid.*) Plaintiff did not incur any expenses, but has expended a large amount of time on this matter. (*Ibid.*) Plaintiff spent approximately 20 hours discussing this matter with Class Counsel on a number of occasions, including proving substantive information regarding Defendant's practices, and providing documents related to his own claims and the claims of Class Members. *(Ibid.)*

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Plaintiff took these risks upon herself and the whole class benefited from this. Class Members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. These are significant benefits, even apart from the time the Plaintiff has spent working on this case, that weigh in favor of granting the requested enhancement, which is also consideration for the general individual release to which Plaintiff agrees on his own behalf. Courts have routinely granted approval of settlements containing such enhancements. In *League of Martin v. City of Milwaukee* (E. D. Wis. 1984) 588 F.Supp. 1004, the court held that the proposal settlement properly granted the class representatives individual relief. It is "not uncommon for Class Members . . . to receive special relief in settlement . . . [The Plaintiff] . . . had been instrument in prosecuting this lawsuit since the date it was filed." (*Id.* at 1024.) In *Kyriazi v. Western Elec. Co.* (D. N. J. 1981) 527 F.Supp. 18, a named plaintiff in a Title VII class action was awarded individual relief of back-pay and interest, reinstatement, punitive damages and counsel fees. Similarly, in *Women's Committee for Equal Employment Opportunity v. NBC* (S.D.N.Y. 1977) 76 F.R.D. 173, the court approved as fair a settlement that included awards to 16 Class Representatives of virtually all the damages they sought.

V. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the proposed settlement, sign the proposed Order, and approve and authorize mailing of the proposed Class Notice. Plaintiff further requests that a hearing date for the final fairness and final approval hearing be set for a date on or about October 2, 2026.

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DATED: March 3, 2026

Respectfully submitted,

JUSTICE FOR WORKERS, P.C.

By: ______________________

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