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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

(UNLIMITED JURISDICTION)

NOE SANDOVAL-OROZCO, on behalf of
himself, all others similarly situated, and
the general public, and as an “aggrieved
employee” on behalf of other “aggrieved
employees” under the Labor Code Private
Attorneys General Act of 2004,

Plaintiff,

vs.

NORTHWEST LANDSCAPE
MAINTENANCE COMPANY, and DOES
1-25, inclusive,

Defendants.

Case No.: 24CV445484

**NOTICE OF MOTION AND PLAINTIFF’S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Action filed: August 20, 2024

Hearing Date: December 3, 2025

Hearing Time: 1:30 p.m.

Hearing Dept: 19, Theodore C. Zayner

Submitted Herewith Under Separate Cover

1. Declaration of Harout Messrelian;
2. Declaration of Maralle Messrelian;
3. Declaration of Noe Sandoval-Orozco;
4. Declaration of Lisa Mullins; and
5. [Proposed] Order

1 TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on December 3, 2025 at 1:30 p.m., or as soon thereafter as
3 the matter may be heard, in Department 19 of the above-entitled court, located at 191 N. First St.,
4 San Jose, CA 95113, Plaintiff Noe Sandoval-Orozco (“Plaintiff”) will and hereby does move this
5 Court for an order: (1) granting class certification of the Class solely for settlement purposes
6 pursuant to Code of Civil Procedure § 382; (2) preliminarily approving the Joint Stipulation of
7 Class Action and PAGA Settlement and Release (the “Settlement”)¹, (3) appointing Harout
8 Messrelian and Maralle Messrelian of Messrelian Law Inc. as Class Counsel; (5) appointing
9 Plaintiff as Class Representative; (6) approving the use of the proposed notice procedures and
10 related forms; (7) directing that notice be mailed to the proposed Class; and (8) scheduling a
11 hearing date for motion for final approval of class action settlement and awards of attorneys’ fees
12 and costs.

13 The “Class” or “Class Members” means all non-exempt, hourly paid employees who
14 worked for Defendant Northwest Landscape Maintenance Co. in California at any time during the
15 Class Period of August 20, 2020 to August 31, 2024.

16 This Motion is made on the following grounds: (1) the Class meets all the requirements
17 for class certification for settlement purposes only under Code of Civil Procedure § 382; (2)
18 Plaintiff and his counsel are adequate to represent the Class; (3) the Settlement reflects a fair,
19 adequate, and reasonable compromise of all disputed claims in view of Defendant’s potential
20 liability exposure as compared against the risks of continued litigation; (4) the proposed notice
21 procedures and related forms adequately apprise Class Members of their rights under the
22 Settlement and fully comport with due process; and (5) in view of the foregoing, notice should be
23 disseminated to Class Members and a hearing date for a motion for final approval of class action
24 settlement and awards of attorneys’ fees and costs should be set.

25 The Motion is based on this Notice of Motion and Motion, the attached Memorandum of
26 Points and Authorities, the Declarations of Harout Messrelian, Maralle Messrelian, Noe Sandoval-
27 Orozco, Lisa Mullins, the exhibits, all papers and pleadings on file with the Court in this action,

28 ¹ The Settlement is attached as Exhibit (“Ex.”) 1 to the Declaration of Harout Messrelian (“HM”), which
is submitted herewith under a separate cover.

1 all matters judicially noticeable, and on such oral and documentary evidence as may be presented
2 in connection with the hearing on the Motion.

3 Respectfully submitted,

4 MESSRELIAN LAW INC.

5
6 Dated: November 4, 2025

By: Maralle Messrelia
7 HAROUT MESSRELIAN
8 MARALLE MESSRELIAN, Of Counsel
9 Attorneys for Plaintiff and the Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Noe Sandoval-Orozco (“Plaintiff”) submits this memorandum of points and
4 authorities in support of his unopposed motion for preliminary approval of the Joint Stipulation
5 of Class Action and PAGA Settlement and Release (the “Settlement”)², which provides for a
6 Gross Settlement Amount (“GSA”) of \$600,000 in compromise of all disputed claims on behalf
7 of all current and former non-exempt, hourly paid employees who worked for Defendant
8 Northwest Landscape Maintenance Company in California at any time during the Class Period
9 of August 20, 2020 to August 31, 2024.

10 Through this Motion, Plaintiff respectfully requests for this Court to (1) provisionally
11 certify the below-defined Class for settlement purposes only under Code of Civil Procedure §
12 382; (2) preliminarily approve the Settlement; (3) preliminarily appoint Plaintiff as Class
13 Representative; (4) appoint Harout Messrelian and Maralle Messrelian of Messrelian Law Inc.
14 as Class Counsel; (5) approve the proposed notice procedures and related forms; and (6) schedule
15 a final approval hearing.

16 This Court should grant Plaintiff’s motion because: (1) for settlement purposes, the
17 Settlement Class meets the requirements for class certification under Code of Civil Procedure §
18 382; (2) the Settlement warrants preliminary approval based on all indicia for fairness,
19 reasonableness, and adequacy; (3) for settlement purposes, Plaintiff is adequate to serve as Class
20 Representative; (4) Plaintiff’s attorneys are adequate to serve as Class Counsel; (5) the proposed
21 notice procedures, and related forms, fully comport with due process and adequately apprise
22 Class Members of their rights; and (6) a final approval hearing must be scheduled to allow
23 Settlement Class members an opportunity to be heard regarding the Settlement and to give it
24 finality. Accordingly, for the reasons detailed below, this Court should grant Plaintiff’s Motion
25 in its entirety and preliminarily approve the Settlement.

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27 ///

28 ² The Settlement is attached as Exhibit (“Ex.”) 1 to the Declaration of Harout Messrelian (“HM”), which
is submitted herewith under a separate cover.

1 **II. FACTUAL AND PROCEDURAL BACKGROUND**

2 Defendant first employed Plaintiff on or around March 13, 2024 to work as a
3 gardener/laborer. Plaintiff was classified as an hourly, non-exempt employee and earned
4 approximately \$20.00 per hour. Plaintiff's employment ended on or around May 10, 2024. HM,
5 ¶ 4.

6 **A. Plaintiff's Claims and Procedural History**

7 On May 16, 2024, Plaintiff notified Defendant and the California Labor and Workforce
8 Development Agency ("LWDA"), pursuant to the California Private Attorneys General Act of
9 2004, California Labor Code sections 2698, et seq. ("PAGA"), of alleged Labor Code violations
10 committed by Defendant. A true and correct copy of the initial letter to the LWDA dated May
11 16, 2024 is attached hereto as Exhibit 2. HM, ¶ 5, Ex. 2.³

12 On August 20, 2024, Plaintiff filed a Class Action Complaint in the Santa Clara Superior
13 Court, Case No. 24CV445484 against Defendant on behalf of himself and others similarly
14 situated, alleging causes of action on a class-wide basis for 1) Failure to Provide Rest Breaks
15 (Lab. Code §§ 226.7 and 1198); 2) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512
16 and 1198); 3) Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197, and 1198); 4) Failure
17 to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198); 5) Failure to Indemnify (Lab. Code
18 §§ 1198 and 2802); 6) Wage Statement Penalties (Lab. Code § 226); 7) Waiting Time Penalties
19 (Lab. Code §§ 201-203); 8) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204); 9)
20 Unlawful deductions (Lab. Code § 221); 10) Unfair Competition (Bus. & Prof. Code §§ 17200,
21 et seq.); and 11) Penalties Under the Private Attorneys General Act ("PAGA") (Lab. Code §§
22 2698, et seq.). HM, ¶ 6, Ex. 3. On September 6, 2024, Defendant filed a Notice of Appearance.
23 *Id.* The parties met and conferred and agreed that it may be in their mutual interests to discuss
24 Plaintiff's allegations informally, rather than through litigation, and scheduled private mediation.

25 *Id.*

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27 ///

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³ Plaintiff submitted a subsequent, amended LWDA notice on or around June 14, 2024.

1 **B. Mediation with Hon. Brian Walsh (Ret.)**

2 On April 22, 2025, the parties attended and participated in good faith, arms' length
3 settlement discussions at a mediation session with the Honorable Brian Walsh (Ret.). At the
4 conclusion of the mediation, the parties agreed to the material terms of the Settlement. HM, ¶ 7.

5 In advance of the settlement negotiations, and before agreeing to the terms of the
6 Settlement, the Parties engaged in informal discovery. Through informal discovery, Defendant
7 produced its employee handbook, copies of Defendant's relevant company written policies, and
8 time records and payroll data for the putative class members for the Class Period (through August
9 31, 2024, when Defendant closed its business). Now that the Parties have finalized the long-form
10 Settlement, Plaintiff submits it to this Court for preliminary approval. HM, ¶ 8.

11 Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
12 lawsuit. It is the desire of the parties to fully, finally, and forever compromise, and discharge all
13 claims known or unknown related to those alleged in Plaintiff's lawsuit. It is the desire of the
14 parties to fully, finally, and forever compromise, and discharge all claims known or unknown
15 related to those alleged in Plaintiff's lawsuit. HM, ¶ 9.

16 **III. OVERVIEW OF SETTLEMENT**

17 **A. Settlement Class Definition**

18 The "Class" or "Class Member" means all current and former non-exempt, hourly paid
19 employees who worked for Defendant Northwest Landscape Maintenance Company in
20 California at any time during the Class Period. The Class Period means the period from August
21 20, 2020 to August 31, 2024, the date Defendant sold its business and exposure ended.
22 Settlement, ¶¶ 5,7.

23 **B. Monetary Terms**

24 In consideration for settlement of the Class Action, Defendants agree to pay a total of
25 Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) (the "Gross Settlement Amount"
26 or "GSA"). The GSA will be all-inclusive and includes: (1) all Individual Settlement Payments
27 to Class Members; (2) a Class Representative Service Payment to Plaintiff, as class representative
28 and private attorney general, for up to \$10,000; (3) Class Counsel Fees up to 35% of the GSA,
which is Two Hundred Ten Thousand Dollars (\$210,000) and for litigation costs not to exceed
Fifteen Thousand Dollars (\$15,000); (4) Settlement Administration Expenses of not more than

1 Six Thousand Nine Hundred and Fifty Dollars (\$6,950); (5) the Employer's Share of Payroll
2 Taxes; and (6) \$30,000 for PAGA Penalties under California Labor Code §§ 2699 et seq. (75%
3 or \$22,500 will go to the California Labor & Workforce Development Agency ("LWDA PAGA
4 Payment") and 25% or \$7,500 will be disbursed to Aggrieved Employees, regardless of whether
5 they request to be excluded from the Settlement Class (the "PAGA Fund"). The "Net Settlement
6 Amount" ("NSA") will equal the net amount available for payment of claims to Class Members
7 after deducting the above-referenced costs from the Gross Settlement Amount. There will be no
8 reversion of the Net Settlement Amount to Defendant. Settlement, ¶¶ 2, 8, 15, 18, 23, 34, 43.

9 Individual Settlement Payment Calculations:

10 Individual Settlement Payments will be calculated and apportioned from the Net
11 Settlement Amount and PAGA Fund based on the number of Workweeks a Participating Class
12 Member worked during the Class Period and the number of PAGA Pay Periods an Aggrieved
13 Employee worked during the PAGA Period, respectively. Settlement, ¶ 45.

14 All Individual Settlement Payments will be allocated as follows: Twenty Percent (20%)
15 of the Individual Class Payment will be allocated as wages for which IRS Forms W-2 will be
16 issued; and (b) Eighty Percent (80%) of the Individual Class Payment will be allocated as
17 penalties and interest for which IRS Forms 1099-MISC will be issued. One Hundred Percent
18 (100%) of payments issued to Aggrieved Employees from the PAGA Fund will be treated as
19 non-wages for which IRS Forms 1099-MISC will be issued. Settlement, ¶ 64.

20 Defendants shall be required to fund the GSA in one payment 30 days after the Effective
21 Date of the Settlement.⁴ Settlement, ¶ 37. Within 10 calendar days of the Funding Date, the
22 Settlement Administrator will issue payments to: (a) Participating Class Members and Aggrieved
23 Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class
24 Counsel, and (e) itself. Settlement, ¶ 61.

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26 ⁴ "Effective Date" the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then
27 the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be
28 the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
the date of final resolution of that
appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of
the Settlement. Settlement, ¶ 12.

1 **C. Release of Claims**

2 Releases by Participating Class Members and Plaintiff: Upon the Funding Date, Plaintiff
3 and Participating Class Members will waive and release the “Released Class Claims” against i)
4 Defendant; (ii) its past and present parents, subsidiaries, and affiliates including, without
5 limitation, any corporation, limited liability company, partnership, affiliated medical entity, trust,
6 foundation, and non-profit entity which controls, is controlled by, or is under common control
7 with Defendant; (iii) the past and present shareholders, directors, officers, agents, employees,
8 attorneys, insurers, members, partners, managers, contractors, owners, trustees, consultants,
9 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors,
10 and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable
11 with any of the foregoing (collectively, the “Released Parties”). Settlement, ¶ 31.

12 The “Released Class Claims” include:

13 any and all claims, rights, demands, liabilities, and causes of action, reasonably arising
14 from, or reasonably related to, the same set of operative facts as those set forth in the
15 operative Complaint in the Action during the Class Period, including without limitation
16 with respect to the following claims: (a) failure to pay all wages earned for all hours
17 worked at the correct rates of pay, including for minimum, regular, overtime, and
18 doubletime wages; (b) failure to authorize or permit rest periods; (c) failure to authorize
19 or permit meal periods; (d) failure to indemnify employees for employment related losses
20 and expenditures; (e) unlawful deductions; (f) failure to provide accurate itemized wage
21 statements; (g) failure to pay wages owed every period; (h) waiting time penalties; (i)
22 failure to provide sick pay; and (j) all claims under California Business & Professions
23 Code section 17200 for unfair business practices that could have been premised on the
24 facts, claims, causes of action or legal theories described above; (k) violation of or claims
25 under the following sections of the California Labor Code, sections 201, 202, 203, 204,
26 210, 221, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1,
27 1198, 1771, 1774, 2800, 2802, 3700.5; and (l) violation of the California Industrial Wage
28 Orders that could have been premised on the facts, claims, causes of action or legal
theories described above, as well as any potential penalties, interest or attorneys’ fees
associated with all of such causes of action under California law. Settlement, ¶¶ 29, 57.

29 PAGA Release. Upon the Funding Date, each Aggrieved Employee will release and
30 discharge all of the Released Parties, from the Released PAGA Claims. Settlement, ¶ 58.

31 The “Released PAGA Claims” include:

32 any and all claims, demands, rights, liabilities and causes of action under the Private
33 Attorneys General Act, California Labor Code §§ 2698, et seq., that were alleged or could
34 reasonably have been alleged based on the same facts alleged in the operative Complaint,
the PAGA Notice (and any amendments thereto) and ascertained in the course of the

1 Action, arising during or with respect to the PAGA Period. The Released PAGA Claims
2 will forever be binding on, and shall have res judicata and preclusive effect in, all past,
3 pending, and future lawsuits maintained by either the LWDA or Aggrieved Employees
4 for any and all of the Released PAGA Claims. Settlement, ¶ 30.

5 Plaintiff also provided Defendant with a general release of all claims, whether known or
6 unknown, including unknown claims covered by Civil Code Section 1542. Settlement, ¶ 75.

7 **D. Class Notice and Settlement Administration**

8 Within 45 calendar days of the Court's Order granting Preliminary Approval,
9 Defendant shall provide ILYM Group, Inc., the appointed Settlement Administrator, the Class
10 Data with the following information: Class Members' full names, last known addresses,
11 telephone numbers and/or email addresses to the extent they are available, social security
12 numbers, the number of Workweeks worked in the Class Period, and the number of Pay Periods
13 worked in the PAGA Period. Settlement, ¶¶ 4, 48.

14 Within fourteen (14) calendar days of receiving the Class Data from Defendant, the
15 Settlement Administrator will send Class Members, by first-class mail, at their last known
16 addresses, the Court approved Class Notice. The Class Notice will include a calculation of each
17 Class Member's estimated share of the Net Settlement Amount. Class Members will have forty-
18 five (45) days from the date of mailing of the Class Notice to postmark objections or Requests
19 for Exclusion. Settlement, ¶¶ 33, 49. Prior to mailing, the Settlement Administrator will perform
20 a search based on the National Change of Address Database for information to update and correct
21 any known or identifiable address changes. *Id.*, ¶ 50. Any Class Notices returned to the
22 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent
23 promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
24 Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no
25 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
26 the correct address using a skip-trace, or other search using the name, address and/or Social
27 Security Number of the Class Member involved, and will then perform a single re-mailing. Those
28 Class Members who receive a re-mailed Class Notice will have either (a) fifteen (15) calendar
days from the date of re-mailing or (b) 45 days from the initial mailing, whichever is later, to
submit a Request for Exclusion, disputes concerning the calculation of the Class Member's
Individual Settlement Payment, or an objection to the Settlement. *Id.*

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1 The deadline by which Class Members must postmark or fax to the Settlement
2 Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of
3 Individual Settlement Payments, or postmark Notices of Objection to the Settlement
4 Administrator will be forty-five (45) calendar days from the initial mailing of the Class Notice
by the Settlement Administrator. Settlement, ¶ 33.

5 **1. Procedures for Class Member Disputes**

6 To the extent Class Members dispute the Individual Settlement Payment amount or basis
7 thereof, the Class Member/Aggrieved Employee may produce evidence to the Settlement
8 Administrator for the Class/PAGA Period showing that such information is inaccurate.
9 Defendant's records will be presumed correct, but the Settlement Administrator shall contact the
10 Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes
11 must be submitted within 45 calendar days of the mailing of the Notice, or 15 calendar days of
12 any re-mailing of the Notice, whichever is later. All disputes will be decided by the Settlement
Administrator within 10 business days after the Response Deadline. Settlement, ¶ 52.

13 **2. Procedures for Opting Out of the Class**

14 Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax
15 or postmark a written Request for Exclusion to the Settlement Administrator within 45 calendar
16 days of the mailing of the Notice, or 15 calendar days of any re-mailing of the Notice, whichever
17 is later. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the
18 postmark date will be the exclusive means to determine whether a Request for Exclusion has
19 been timely submitted. Settlement, ¶ 54.

20 **3. Procedures for Objecting to the Settlement**

21 To object to the Settlement Agreement, a Class Member may either postmark a valid
22 Notice of Objection to the Settlement Administrator within 45 calendar days of the mailing of
23 the Notice, or 15 calendar days of any re-mailing of the Notice, whichever is later, or appear in
24 person at the Final Fairness and Approval Hearing. Settlement, ¶ 59. For the Notice of Objection
25 to be valid, it must include: (a) the objector's full name, signature, address, and telephone
26 number, (b) a written statement of all grounds for the objection accompanied by any legal support
27 for such objection; (c) copies of any papers, briefs, or other documents upon which the objection
28 is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.
Settlement, ¶¶ 19, 33.

1 **E. Uncashed Checks**

2 Proceeds represented by Individual Settlement Payment checks returned as undeliverable
3 and Individual Settlement Payment checks remaining un-cashed for more than one hundred and
4 eighty (180) calendar days after issuance will be transmitted to Children’s Hospital Los Angeles,
5 (the “Cy Pres Recipient”) mutually agreed to by the Parties, thereby leaving no “unpaid residue”
6 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). HM ¶
33; Settlement, ¶ 62.

7 **IV. CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE.**

8 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable
9 and its members are too numerous for joinder to be practical; (2) the representative and absent
10 class members share a community of interest and questions of law and fact common to the class
11 predominate over questions unique to individual class members; (3) the representative’s claims
12 are typical of the class’ claims; and (4) the representative will fairly and adequately represent the
13 class’ interests. *See, e.g., Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Moreover,
14 in the settlement context, the Court can use a lesser standard to determine the appropriateness of
15 a settlement class as opposed to a litigated class certification. *Dunk v. Ford Motor Co.* (1996) 48
16 Cal.App.4th 1794, 1807. As explained below, all of these requirements are met in this case.

17 **1. The Settlement Class Is Objectively Ascertainable.**

18 A class is ascertainable when it may be readily identified without unreasonable expense
19 or time by reference to official records. *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926,
20 932 (citing *Hypolite v. Carlson* (1975) 52 Cal.App.3d 566, 579). Plaintiff maintains that the
21 above-defined Class is ascertainable because its members may be identified by reference to
22 Defendant’s records and Defendant has agreed to share the relevant information from its records
23 to facilitate the settlement process. HM, ¶ 10; Settlement, ¶¶ 4, 48. Therefore, the Settlement
24 Class is ascertainable.

25 **2. The Membership of the Settlement Class Is Sufficiently Numerous.**

26 The Settlement Class has sufficiently numerous members to render joinder impractical.
27 No set number is required as a matter of law to maintain a class action. *Hebbard v. Colgrove*
28 (1972) 28 Cal.App.3d 1017, 1030. Defendant estimates that there are approximately 154 Class
Members. HM, ¶ 11. Plaintiff maintains that it would be impractical and economically inefficient
to require each Class Member to separately maintain an individual action or be joined as a named

1 plaintiff in this action. The California Supreme Court has upheld a class of as few as 10
2 individuals. *See Bowles v. Superior Court* (1955) 44 Cal.2d 574. In light of these considerations,
3 the Settlement Class' membership is sufficiently numerous. HM, ¶ 11. *See Daar v. Yellow Cab*
4 *Co.* (1967) 67 Cal.2d 695.

5 **3. Class Members Share a Well-Defined Community of Interest.**

6 The community of interest requirement “embodies three factors: (1) predominant
7 common questions of law or fact; (2) class representatives with claims or defenses typical of the
8 class; and (3) class representatives who can adequately represent the class.” *Sav-On Drug Stores,*
9 *Inc. v. Superior Court* (2004) 34 Cal. 4th 319, 326. It “does not mandate that class members have
10 uniform or identical claims.” *Capitol People First v. Dept. of Developmental Servs.* (2007) 155
11 Cal. App. 4th 676, 692. Rather, courts focus on the defendant’s internal policies and “pattern
12 and practice . . . in order to assess whether that common behavior toward similarly situated
13 plaintiffs renders class certification appropriate.” *Id.* (citing *Sav-On*, 34 Cal. 4th at 333).

14 To justify certification, the class proponent “must show ... that questions of law or fact
15 common to the class predominate over the questions affecting the individual members” *See,*
16 *Arenas v. El Torito Rests., Inc.*, 183 Cal. App. 4th 723, 732 (2010) (citing *Washington Mut.*
17 *Bank, FA v. Superior Court*, 248 Cal. 4th 906, 913 (2001)). In light of the more lenient standard
18 for certification of a settlement class, the Parties agree that for the purposes of the Settlement
19 only, the claims of the Class Members all stem from the same sources. HM, ¶ 12.

20 In this case, Plaintiff asserts all class members were subject to the same or similar
21 operations and employment policies, practices, and procedures. The claims arise from
22 Defendant’s alleged uniform policy of failing to properly account for all time worked and failing
23 to, among other things, properly pay minimum and overtime wages, provide off-duty meal and
24 rest periods, indemnify Class Members for business expenses, timely pay wages during
25 employment and upon separation of employment, and provide compliant wage statements, all of
26 which Plaintiff claims constitute unfair business practices and give rise to PAGA penalties.
27 Plaintiff asserts that common questions include, but are not limited to: 1) Whether Defendants
28 failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay;
2) Whether Defendants failed to include all non-discretionary pay/bonuses into the regular rate

1 of pay; 3) Whether Defendants unlawfully deducted wages from Class Members; 4) Whether
2 Defendants failed to provide the Class Members with all meal periods in compliance with
3 California law; 5) Whether Defendants failed to authorize and permit the Class Members to take
4 all rest periods in compliance with California law; 6) Whether Defendants failed to indemnify
5 the Class Members for the reasonable expenses they incurred during the course of performing
6 their duties; 7) Whether Defendants knowingly and intentionally failed to provide the class with
7 accurate and complete itemized wage statements; 8) Whether Defendants willfully failed to
8 provide the Class Members with all wages earned every pay period during employment; 9)
9 Whether Defendants willfully failed to provide the Class Members with timely final wages; 10)
10 Whether Defendants failed to provide the Class Members with paid sick leave; 11) Whether
11 Defendants failed to maintain accurate employment records pertaining to all of the Class
12 Members; and 12) Whether Defendants engaged in unfair competition within the meaning of
13 Business and Professions Code sections 17200, *et seq.*, with respect to the Class. Therefore,
14 common questions predominate. HM, ¶ 12. Therefore, common questions predominate.

15 **4. Plaintiff Is Typical of the Settlement Class.**

16 The class representative must be similarly situated to the rest of the purported class. *See*
17 *Classen v. Weller* (1983) 145 Cal. App. 3d 27, 46 (stating “it has never been the law in California
18 that the class representative must have identical interests with the class members. The only
19 requirements are ... that the class representative be *similarly* situated”) (emphasis in original);
20 *See also Newberg on Class Actions*, § 3:29 (typicality “focuses on whether there exists a
21 relationship between the Plaintiffs claims and the claims alleged on behalf of the class”). Plaintiff
22 contends that his claims are typical for the purposes of certifying the Settlement Class. Plaintiff
23 asserts that he, like absent Class Members was subject to the same relevant policies and
24 procedures governing his compensation, hours of work and meal and rest periods. Because
25 Plaintiff contends that he was subject to the same general course of conduct as absent Class
26 Members, resolving the common questions as they apply to Plaintiff will determine Defendants’
27 *prima facie* liability to all Class Members. Moreover, Plaintiff’s claims could potentially be
28 subject to the same primary affirmative defenses as those of absent Class Members. Accordingly,
Plaintiff’s claims are typical of the Class. HM, ¶ 13.

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5. Plaintiff Will Adequately Represent the Settlement Class.

The adequacy requirement is met where the plaintiff is represented by counsel qualified to conduct the litigation and the plaintiff's interest in the litigation is not antagonistic to the class's interests. *McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 451. In other words, where the plaintiff has adequate counsel, the plaintiff may represent the entire class absent any disabling conflicts of interest that might hinder the plaintiff's ability to represent the class. HM, ¶ 14.

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First, Plaintiff's counsel has supplied the Court with declarations to show that they are adequate to represent the Settlement Class and that they have significant experience in employment litigation generally, and wage and hour and employment-related class action litigation specifically. *See* HM, ¶ 16; Declaration of Maralle Messrelian ("MM") ¶¶ 3-7. Thus, Plaintiff's counsel is adequate to serve as Class Counsel.

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Second, Plaintiff contends that he is an adequate class representative. Plaintiff and the Class Members have strong and co-extensive interests in this litigation because they all worked for Defendant during the relevant time period, allegedly suffered the same alleged injuries from the same alleged course of conduct, and there is no evidence of any conflict of interest between Plaintiff and the Class Members. HM, ¶ 15. Moreover, Plaintiff has demonstrated his commitment to the Settlement Class by, among other things, retaining experienced counsel, providing counsel with documents and extensively speaking with them to assist in identifying the claims asserted in this case, and exposing himself to the risk of attorneys' fees and costs awards against him if this lawsuit had been unsuccessful. HM, ¶15; *See generally* Declaration of Noe Sandoval-Orozco, submitted herewith under separate cover. Thus, Plaintiff is adequate to serve as Class Representative. Accordingly, this Court should find that Plaintiff and his counsel are adequate to represent the Settlement Class as required under Code of Civil Procedure § 382.

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6. Class Action Treatment Is the Superior Means For Resolving The Claims Of The Class Members.

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Plaintiff further contends that a class action is also superior to other means adjudicating the issues in this action. The predominance of common legal and factual questions shows that this Court could fairly adjudicate the claims of Class Members through a single class action. In view of the *theoretical* alternatives that proposed class members could potentially utilize –

individual civil lawsuits or wage claims through the Division of Labor Standards Enforcement (where there would be relatively little money at stake, but the claims would be time-consuming to litigate)—a class action is plainly superior. Thus, this consideration supports conditional class action treatment for purposes of this Settlement only. HM, ¶ 17.

V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE, AND THE COURT SHOULD GRANT PRELIMINARY APPROVAL.

A. Legal Standard

A class action settlement requires court approval. California Rules of Court (“CRC”), Rule 3.769 provides three steps for approval:

- 1) Preliminary approval after submission of a written motion for preliminary approval, the proposed class settlement, and the proposed class notice;
- 2) Issuance of notice of settlement to class members; and
- 3) A final settlement approval hearing where class members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement is presented.

The decision to approve or reject a class settlement is committed to the Court’s broad discretion. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128. The decision to approve class settlement may be reversed only upon a showing of “clear abuse of discretion.” *Id.*

B. The Settlement Is Presumptively Fair

In assessing preliminary approval, a court evaluates if the settlement process has certain indicia of fairness. A “presumption of fairness exists where (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Kullar*, 168 Cal. App. 4th at 128, quoting *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th at 1794.

The class settlement here satisfies all of these factors. HM, ¶ 18. The Settlement resulted from thorough arm’s-length bargaining with the aid of a respected mediator after sufficient informal discovery was exchanged to assess the relative strengths and weaknesses of their respective cases and Defendant’s estimated exposure. *Id.* Both defense counsel and Plaintiff’s counsel are particularly experienced in employment law and wage and hour class actions and are experienced and qualified to evaluate the class claims, the viability of the defenses, and the risks

1 and benefits of settlement versus trial on a fully informed basis. Counsel on both sides share the
2 view that the Settlement is a fair and reasonable settlement in light of the complexities of the case
3 and uncertainties of class certification and litigation, and a
4 fair result for the Class Members. *Id.*

5 **C. The Settlement Satisfies the *Kullar* Factors for Approval.**

6 The *Kullar* case sets forth several factors a court should consider in determining whether
7 to approve a class settlement. These factors include: (1) the strength of plaintiff's case; (2) the
8 risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining
9 class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery
10 completed and stage of the proceedings; (6) the experience and views of counsel; (7) the
11 presence of a governmental participant; and (8) the reaction of the class members to the proposed
12 settlement. *Kullar, supra*, 168 Cal.App.4th at 128. As demonstrated herein, the Settlement
13 satisfies each of these factors.

14 **1. Evaluation of Plaintiff's Case**

15 The Parties reached the Settlement through arm's-length negotiations. The Parties
16 conducted sufficient investigation and discovery to allow Counsel and the Court to act
17 intelligently. Plaintiff considered various sources of information in the lead-up to and during the
18 negotiations that enabled Plaintiff to achieve the Settlement at issue.

- 19 • Defendant produced and Plaintiff's counsel reviewed Plaintiff's personnel file and
20 payroll records.
- 21 • Plaintiff's counsel requested that Defendant produce any and all policies on "off the
22 clock" work, meal and rest periods, sick leave, and reimbursement of expenses in effect
23 during the relevant time period. Defendant provided the requested policies.
- 24 • Plaintiff's counsel requested that Defendant provide the total number of employees,
25 paychecks, and the pay cycles during the relevant period. Defendant provided the
26 answers to each of these questions.
- 27 • Plaintiff's counsel requested sample time and payroll records for the relevant time period.
28 Defendant produced all time and pay records for the Class period, ending on August 31,
2024, when Defendant closed its business.
- Plaintiff's counsel then retained a professional data analyst, James Toney, to examine
the records and determine if there was any pay discrepancy in timesheet hours versus
paid hours, meal violations, and if there was any rounding/time shaving issues. Plaintiff
is prepared to provide the Court with the data analysis for *in camera* inspection upon its

request.

- Plaintiff's counsel analyzed the state of caselaw on meal and rest break claims, claims for rounding, claims for unreimbursed expenses, and claims for not providing sick leave. HM, ¶ 19.

Defendant disclosed that there were approximately 14,234 workweeks during the Class Period. Based on the information and data available from Defendant for the relevant time period and with the aid of the data analyst, Plaintiff's counsel prepared "damages" estimates to determine Defendant's maximum exposure in connection with the settlement negotiations. Plaintiff's counsel calculated the maximum potential damages for Plaintiff's strongest claims for minimum wage violations (based on rounding), and meal and rest break violations (exclusive of penalties and interest) as follows: \$2,110,574.48 for minimum wage violations (based on rounding), \$908,179.80 for meal period violations, \$908,179.80 rest period violations, and derivative claims of \$322,800 for wage statement penalties and \$708,180 for waiting time penalties. The estimates are in essence "home run" projections that do not factor in any of the risks involved in litigating this Action and are not in line with reality, especially when considering Defendant's policies and its position on the issues. HM, ¶ 20.

Plaintiff also estimated approximately \$2,059,200 in potential civil penalties under the PAGA. HM, ¶ 20. This estimate does not reflect the realities of this case and did not take into account any of the risks discussed below and assumed a violation for every single pay period. As such, the Parties discounted potential civil penalties for multiple reasons. For one, Plaintiff's PAGA claims are predicated on the wage underpayment, meal, rest, and wage statement violations described above, and thus subject to the same disputes and defenses. Plaintiff's counsel also assessed multiple penalties for the same pay period for the same alleged violations of different Labor Code provisions and derivative violations. The Parties are not aware of any California state courts awarding plaintiffs multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. This may be because the PAGA does not provide for what many employers characterize as claim splitting and not merely stacking. Additionally, PAGA states a court has discretion to award a lesser amount than the maximum penalty. Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award). Furthermore, recent reforms to the PAGA statute that took effect on June 27, 2024 include strict limitations on the ability to "stack" PAGA penalties. HM, ¶ 20.

1 The Settlement obviates the significant risk that this Court may deny certification of some
2 or all of Plaintiff's claims. Even if Plaintiff obtained certification of some or all of the claims,
3 continued litigation would be expensive, involving a trial and possible appeals, and would
4 substantially delay and reduce any recovery by the Class Members. While Plaintiff is confident
5 in the merits of his case, a legitimate controversy exists as to each cause of action. To illustrate
6 this consideration, below is brief summary of some of Defendant's arguments, all of which
7 Plaintiff disputes, but nevertheless acknowledges as potential threats to the Settlement Class's
8 claims. HM, ¶ 21.

- 9 • Defendant argues that the decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012)
10 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and
11 rest period claims. So long as an employer provides employees with a "reasonable
12 opportunity" to take a duty-free meal period, it has no further duty to "police meal breaks
13 and ensure no work thereafter is performed." *Id.* at 1040-41. Instead, a plaintiff must
14 show the employer impeded, discouraged, or prohibited the employee from taking a
15 proper break, or otherwise failed to release the employee of all control. *Id.* "Thus, the
16 crucial issue with regard to the meal break claim is the reason that a particular employee
17 may have failed to take a meal break." *Washington v. Joe's Crab Shack* (N.D. Cal. 2010)
18 271 F.R.D. 629, 641. Defendant contends that because it has written meal and rest break
19 policies that comply with California law, individualized proof will be needed to establish
20 liability on Plaintiff's meal period claims, thus significantly threatening Plaintiff's ability
21 to certify a class as to the meal period claim. Defendant argues that Settlement Class
22 Members will testify that they were plainly advised by their supervisors, and fully
23 understood, that they were authorized to take meal periods within each five-hour period
24 worked and, in fact, took such breaks. Moreover, Defendant's timekeeping data cannot
25 show why a meal break does not appear in the time records. For example, a meal period
26 may have been authorized and taken, but simply not punched in and out.
- 27 • Defendant contends that Plaintiff cannot recover wage statement penalties based upon
28 the failure to pay Labor Code section 226.7 premium wages for meal and rest period
violations. The recent *Naranjo* decision confirms that employers are entitled to assert
legitimate defenses that any potential violations are not willful (thus, negating the
"knowing and intentional" finding under § 226, precluding imposition of wage statement

penalties for omission of premium pay). *See Naranjo v. Spectrum Security Services, Inc.*, 2023 DJDAR 1620 (Cal. Ct. App. March 1, 2023).

- There is a risk that the Court may consider Plaintiff's claims as to Defendant's alleged failure to indemnify for business expenses to be individual in nature and unfit for class wide resolution. Defendant disputes Plaintiff's claim that he and/or Class Members were required their cell phones for work, use their own vehicles, and bring and use their own personal hand tools, and therefore disputes that employees were owed reimbursement for cell phone use, mileage, or tools. Defendant also contends that it had compliant business reimbursement policies, and did not require employees to incur any business expenses it would not compensate them for.
- Defendant closed its business on or around August 31, 2024. As a defunct corporation, there is a great risk of no recovery if the case continued or in the event of an adverse verdict.

HM, ¶ 21.

As noted above, Defendant contests liability, as well as the propriety of certification, and is prepared to vigorously oppose certification and to defend against Plaintiff's claims if the Action is not settled. Given the potential damages, as well as the substantial risks to recovery discussed herein, including the uncertainties in achieving class certification, Plaintiff's counsel had to dramatically discount the value of the claims during settlement negotiations. Plaintiff's counsel estimates a 50 percent likelihood of obtaining and maintaining certification of all of Plaintiff's claims, which reduces the value of these claims from approximately \$7,017,114 to approximately \$3,508,557. Defendant, however, asserts that there are significantly lower prospects of certification. Plaintiff's counsel further estimates that there is a 50 percent chance that Plaintiff will prevail at trial on his claims, further reducing the value of the claims to approximately \$1,754,279. Defendant contends that Plaintiff's prospects of success at trial are much lower. If this case advanced to trial and Class Counsel succeeded on all of Plaintiff's claims, attorney's fees and costs may have significantly reduced the recovery awarded to the Class. Furthermore, there is always a risk that a trial of this magnitude could become unmanageable. A settlement of \$600,000 (approximately 9% of the maximum exposure and 34% of the potential recovery) is a great result and a proportion sanctioned by existing case law. *See In re Cendant Corp., Derivative Action Litig.*, 232 F. Supp. 2d 327 (D. N.J. 2002) (approving

1 settlement that only provided a 2% recovery based on the estimated liability exposure). HM, ¶
2 22.

3 While Plaintiff believes the evidence gathered through Plaintiff's discovery supports the
4 merits of the claims asserted in this lawsuit, Plaintiff recognizes that continued litigation presents
5 significant risks that support a downward departure from his estimation of Defendant's maximum
6 liability exposure. In view of the risks, the Settlement reflects Class Counsel's estimate of the
7 total amount of damages, monetary penalties or other relief that the class could reasonably expect
8 to be awarded at trial, taking into account the likelihood of prevailing and other attendant risks.
9 It also represents a fair, adequate, and reasonable compromise amount for these claims and
10 warrants preliminary approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479 (9th Cir.
June 3, 2014) 2014 WL 2465049, * 3. HM, ¶ 23.

11 **2. Allocation of the PAGA Payment**

12 The settlement of PAGA penalties in the sum of \$30,000, of which 75% (\$22,500) will
13 be paid to the LWDA and 25% (\$7,500) will be distributed to the Aggrieved Employees, is
14 reasonable and appropriate under the circumstances. HM, ¶ 24. The Parties negotiated a good
15 faith amount for PAGA penalties to be paid to the LWDA and to the Settlement Class. Where,
16 as here, the parties reach a substantial settlement providing employees with monetary
17 compensation for underlying Labor Code violations, many of PAGA's underlying policy
18 objectives are satisfied. Accordingly, there exists a substantial likelihood that the Court would
19 exercise its discretion and reduce the amount awarded for PAGA penalties even if Plaintiff
20 proved successful at trial. Additionally, PAGA's shorter statute of limitations justifies a limited
21 allocation when compared to the amount allocated for Labor Code violations. Here, the \$30,000
22 PAGA Settlement is well within the range approved by California courts and therefore should be
23 approved. *Id.* Where settlements "negotiate[] a good faith amount" for PAGA penalties and
24 "there is no indication that this amount was the result of self-interest at the expense of other Class
25 Members," such amounts are generally considered reasonable. *Hopson v. Hanesbrands Inc.*
26 (N.D. Cal. Apr. 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133, at *9. Likewise, where the
27 employer did not act willfully, and made good faith attempts to comply with wage and hour laws,
28 a reduction or lesser penalty is warranted because imposing maximum PAGA penalty for each
violation would have been unjust, arbitrary, and oppressive. *Id. Carrington v. Starbucks Corp.*
(2018) 30 Cal.App.5th 504, 528-529 (affirming trial court's award of only 10% of maximum
PAGA penalty for meal break violations). *Id.* The amount to be paid to the LWDA comports with

PAGA settlement amounts approved by other courts. See, e.g., *Chu v. Wells Fargo Investments, LLC* (N.D. Cal., Feb. 16, 2011) 2011 WL 67245, 81 (approving PAGA payment of \$7,500 to LWDA out of \$6.9 million common fund); *Lazarin v. Pro Unlimited, Inc.* (N.D. Cal., July 11, 2013) 2013 WL 3541217 (approving PAGA payment of \$7,500 to LWDA out of \$1.25 million common fund settlement); *Hopson v. Hanesbrands, Inc.* (N.D. Cal. Aug. 8, 2008) 2008 WL 3385452, at *1 (approving PAGA settlement of 0.3% or \$1,500); see *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 (approving PAGA settlement and release that allocated \$0 to PAGA claim).

3. Presence of Governmental Participant

As required under Labor Code section 2699(1)(2), Plaintiff will provide notice of this settlement to the LWDA. HM, ¶ 34, Ex. 6.

4. Reaction of Class Members to Proposed Settlement

If the settlement is preliminarily approved, Class Members will be provided with the Class Notice (attached as Ex. 1 to the Settlement) and an opportunity to object. HM, ¶ 30. The parties' proposed notice fully complies with California Rules of Court 3.766(d) and 3.769(f) and will allow Class Members to make informed responses to the proposed settlement. *Id.*

VI. THE SETTLEMENT FAIRLY, REASONABLY, AND ADEQUATELY COMPENSATES CLASS MEMBERS BECAUSE EACH CLASS MEMBER WILL BE PAID BASED ON THE POTENTIAL EXTENT OF HIS OR HER INJURY COMPARED TO OTHER CLASS MEMBERS.

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount and PAGA Fund based on the number of Workweeks a Participating Class Member worked during the Class Period and the number of PAGA Pay Periods an Aggrieved Employee worked during the PAGA Period, respectively. HM, ¶ 29; Settlement ¶ 45. Because this method compensates Class Members based on the extent of their potential injuries, in that Class Members who worked for Defendant longer would have been subject to more alleged violations, it is fair, adequate, and reasonable. *Id.*

VII. ALLOCATION FOR CLASS COUNSEL FEES AND CLASS COUNSEL EXPENSES IS APPROPRIATE.

Class Counsel requests attorneys' fees in the amount of \$210,000 (one third of the GSA; the Settlement provides for up to 35% of the GSA) and up to \$15,000.00 for actual reasonable litigation costs and expenses incurred in prosecuting the Action. Settlement, ¶ 2. These amounts are reasonable, given the facts and circumstances of the case. HM, ¶ 25.

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their

1 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*
2 *Beneficial Cal., Inc.* (2000) 82 Cal. App. 4th 19, 41. Indeed, it is long settled that the “experienced
3 trial judge is the best judge of the value of professional services rendered in his court.” *Ketchum*
4 *v. Moses* (2001) 24 Cal. 4th 1122, 1132. California law provides that attorney fee awards should
5 be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk
6 incurred. *Laffitte v. Robert Half Intl, Inc.* (2016) 1 Cal. 5th 480, 503 (citing *Lealao, supra*, 82
7 Cal.App.4th at p. 48-49). The Supreme Court has recently approved fees equal to one-third (1/3)
8 of the common fund. *Laffitte, supra*, 1 Cal. 5th 480. Many courts have similarly approved fee
9 awards equal to or greater than the percentage requested here. *See, e.g., In re Pacific*
10 *Enterprises* (9th Cir. 1995) 47 F.3d 373, 379 (award of 33% of the common fund); *In re*
11 *Activision* (N.D. Cal. 1989) 723 F.Supp. 1373, 1375 (32.8% of the common fund); *In re*
12 *Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494, 498 (45% of settlement fund).

13 The amount of fees and costs requested are commensurate with (1) the risk Class Counsel
14 took in bringing the case, (2) the extensive time, effort and expense dedicated to the case, (3) the
15 skill and determination Class Counsel has shown, (4) the results Class Counsel achieved, (5) the
16 value of the Settlement Class Counsel achieved for the class, and (6) the other cases Class
17 Counsel turned down to devote time to this matter. HM, ¶ 26. Class Counsel met and conferred
18 with Defendant’s counsel on numerous occasions, reviewed and analyzed hundreds of pages of
19 data and documents provided by Defendant, researched applicable law, provided estimates of
20 “damages” for purposes of settlement discussions, and engaged in a full day of mediation,
21 among other tasks. *Id.*

22 Class Counsel have borne all the risks and costs of litigation and will receive no
23 compensation until recovery is obtained. HM, ¶ 27. Class Counsel is well-experienced in wage-
24 and-hour class action litigation and used that experience to obtain a fair result for the Class. HM
25 ¶16; MM, ¶¶ 3-7. Considering the amount of the attorney fees requested, the work performed,
26 and the risks incurred, the requested fees and costs are reasonable and should be awarded. HM,
27 ¶ 27.

28 **VIII. THE CLASS REPRESENTATIVE SERVICE PAYMENT TO PLAINTIFF IS FAIR, ADEQUATE, AND REASONABLE AND SHOULD BE PRELIMINARILY APPROVED.**

Courts routinely approve enhancement awards to compensate named plaintiffs for the
services they provide and the risks they incur during class action litigation, often in much higher

1 amounts than that sought here. *See, e.g., Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th
2 715, 726 (upholding “service payments” to named plaintiffs for their efforts in bringing the case);
3 *Van Vranken v. Atlantic Richfield Co.* (N.D.Cal. 1995) 901 F.Supp. 294 (approving \$50,000
4 enhancement award). The Settlement provides that Plaintiff may seek a Class Representative
5 Service Payment of \$10,000. This amount is entirely reasonable given Plaintiff’s efforts in this
6 action and the risks he undertook on behalf of Class Members. HM, ¶ 28. Plaintiff has devoted
7 many hours advancing the interests of the Settlement Class. Plaintiff has done this by, among
8 other things, retaining experienced counsel, providing them with information about his work
9 history with Defendant and Defendant’s policies and practices with respect to the wage and hour
10 claims at issue, and being actively involved in the settlement process to ensure a fair result for
11 the Settlement Class as a whole. In doing this, Plaintiff has been exposed to significant risks,
12 including the risk of an order to pay Defendant’s attorneys’ fees and costs if this action had been
13 unsuccessful (See Labor Code §§ 218.5-218.6). The efforts and risks that Plaintiff undertook on
14 behalf of the Settlement Class shows that the proposed Class Representative Service Payment is
15 fair, adequate, and reasonable, and thus warrants preliminary approval. HM, ¶ 33; *See generally*
16 Declaration of Noe Sandoval-Orozco.

17 **IX. THE PROPOSED SETTLEMENT ADMINISTRATION EXPENSES ARE FAIR**
18 **AND REASONABLE AND SHOULD BE PRELIMINARILY APPROVED.**

19 With regard to the settlement administration costs provision, it is reasonable. Before
20 agreeing to ILYM Group, Inc., the Parties sought and reviewed bids from other reputable third-
21 party administrators and CPT Group, Inc’s bid was comparable. HM, ¶¶ 31-32, Exs. 4-5. Thus,
22 the settlement administration costs provision should be given preliminary approval.

23 **X. THE PROPOSED NOTICE AND SETTLEMENT ADMINISTRATION PLAN**
24 **SHOULD BE APPROVED BECAUSE IT IS REASONABLY CALCULATED**
25 **TO GIVE ACTUAL NOTICE TO CLASS MEMBERS AND SUFFICIENT**
26 **TIME TO EXERCISE THEIR RIGHTS**

27 This Court should approve the proposed plans for giving notice to the Settlement Class
28 and administering the Settlement. The standard for determining the adequacy of notice is whether
the notice has “a reasonable chance of reaching a substantial percentage of the class members.”

1 *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. The notice process includes multiple
2 measures to ensure that as many Class Members as practicable receive actual notice of the
3 Settlement and have enough time to exercise their rights. The Settlement requires distribution of
4 the Notice by First Class U.S. mail only. Settlement, ¶ 49. Although there are current employee
5 Class Members, it is uncertain whether Defendant's records of their contact information include
6 email addresses and Class Members, most of whom perform all of their work away from a desk
7 in a manufacturing facility, are not in a position to check their emails. As such, notice by mail
8 alone is fair, adequate, and reasonable. HM, ¶ 30.

9 With respect to its content, "[The] notice given to the class must fairly apprise the class
10 members of the terms of the proposed compromise and of the options open to dissenting class
11 members." *Trotsky v. Los Angeles Fed. Sav. & Loan Assn.* (1975) 48 Cal.App.3d 134, 151-152.
12 The purpose of the notice in class settlement context is to give class members sufficient
13 information to decide whether they should accept the benefits offered, opt out and pursue their
14 own remedies, or object to the settlement. *Id.* The Class Notice (Exhibit 1 to the Settlement)
15 provides Class Members with all pertinent information that they need to fully evaluate their
16 options and exercise their rights under the Settlement. Specifically, it clearly and concisely
17 explains, among other things: (1) what the Settlement is about; (2) who is a Settlement Class
18 Member; (3) how Class Counsel will be paid; (4) how to submit an exclusion request not to be
19 bound by the Settlement; (5) how to object to the Settlement; (6) how the Settlement will be
20 allocated; (7) how payments to Class Members will be calculated; (8) how the disputes will be
21 resolved; and (9) the estimated Individual Settlement Payment for each Class Member.
22 Additionally, the Notice will include the number of Workweeks a Class Member had during the
23 Class Period and the number of PAGA Periods an Aggrieved Employee had during the PAGA
24 Period. Accordingly, the Class Notice should be approved because it describes the Settlement
25 with sufficient clarity and specificity to explain to Class Members what this action is about, their
26 rights under the Settlement, and how to exercise those rights. As such, the parties' proposed Class
27 Notice fully complies with California Rules of Court 3.766(d) and 3.769(f) and will allow Class
28 Members to make informed responses to the proposed settlement. HM, ¶ 30.

1 **XI. CONCLUSION**

2 For the reasons stated above, this Court should grant Plaintiff's Motion in its entirety and
3 adopt the proposed order submitted concurrently herewith.

4 Respectfully submitted,

MESSRELIAN LAW INC.

6 Dated: November 4, 2025

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NOE SANDOVAL-OROZCO, and all others
10 similarly situated
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