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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

GEORGE ALEXANDER KING, individually and on behalf of all others similarly situated,

Plaintiff,

v.

COULSON AVIATION (USA), INC., and DOES 1 through 10, inclusive,

Defendants.

Case No. 2024CUOE024475

CLASS AND REPRESENTATIVE ACTION

ASSIGNED FOR ALL PURPOSES TO THE HON. MAUREEN M. HOUSKA; DEPT. 20

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

[*Filed with the Declaration of Kane Moon, the Declaration of Plaintiff George Alexander King, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING
Date:
Time:
Dept. 20

Complaint Filed: May 7, 2024
FAC Filed: August 1, 2024
Trial Date: None

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

PLEASE TAKE NOTICE that on ______________, 2025 at 8:30 a.m., in Department 20 of this Court located at the Hall of Justice, 800 South Victoria Avenue, Ventura, California, 93009 pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769 *et seq*., Plaintiff George Alexander King ("Plaintiff") will move the Court for an Order granting preliminary approval of the proposed class action settlement between Plaintiff and Defendant Coulson Aviation (USA), Inc. Plaintiff further moves the Court for an Order:

1. Granting preliminary approval of the Joint Stipulation of Class and PAGA Settlement and Release ("Settlement" or "Settlement Agreement");
2. Certifying a Class for settlement purposes;
3. Approving the Class Notice and plan for its distribution;
4. Appointing Plaintiff as Class Representative for settlement purposes;
5. Appointing Plaintiff's Counsel, Kane Moon, Allen Feghali and Hyunjin Kim of Moon Law Group, PC, as Class Counsel for settlement purposes;
6. Appointing ILYM Group, Inc. as the Settlement Administrator; and
7. Setting a final approval hearing no earlier than 120 days from preliminary approval.

The motion will be based upon this notice, the attached memorandum of points and authorities, the Declaration of Kane Moon, and the records and files in this action, and any other further evidence or argument that the Court may properly receive at or before the hearing.

Respectfully submitted,

Dated: June 24, 2025 MOON LAW GROUP, PC

By:______________________________________
Kane Moon
Allen Feghali
Hyunjin Kim

Attorneys for Plaintiff

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I. INTRODUCTION

Plaintiff George Alexander King ("Plaintiff") seeks preliminary approval of a proposed $190,000.00 non-reversionary, wage and hour class action settlement with Defendant Coulson Aviation (USA), Inc. ("Defendant" and together with Plaintiff, the "Parties"). The Settlement will provide substantial monetary payments to approximately 122 class members. As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. The Settlement was reached after extensive investigation, discovery, and negotiations. The negotiations were at arm's-length and were facilitated by experienced neutral mediator, Tripper Ortman, Esq., through a mediation session. Accordingly, Plaintiff requests that the Court preliminarily approve the proposed Settlement, certify the proposed settlement class, approve the proposed notice, and set a final approval hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff's Claims

Defendant is an aerial firefighting company. (Declaration of Kane Moon in Support of Preliminary Approval ["Moon Decl."] ¶ 3.) Plaintiff worked for Defendant in California from approximately January 2023 to November 2023, as a short-haul truck driver. (Declaration of Plaintiff George Alexander King in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ["Plaintiff Decl."], ¶ 2.) Plaintiff was classified as non-exempt during the entirety of his employment and was subjected to the same unlawful labor practices as his coworkers. (Moon Decl., ¶ 3.)

Plaintiff's claim for unpaid wages stems from Defendant's failure to pay employees for off-the-clock work and for training. (*Id.* at ¶ 4.) Moreover, Plaintiff alleges that Defendant systematically failed to provide meal periods and rest breaks. (*Id.*) In addition to the foregoing claims, Plaintiff brings claims for reimbursement of necessary business expenses, and derivative claims against Defendant for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). (*Id.*)

Because of Defendant's alleged violations of various provisions of the Labor Code, Plaintiff filed this class and representative action on May 7, 2024, which, in its amended form, alleges that Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize rest breaks, (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, (8) engaged in unfair business practices and (9) violated civil penalty provisions recoverable as PAGA penalties pursuant to Labor Code section 2698 et seq. (*Id.* at ¶ 5.)

Defendant ardently opposes the merits of this case and denies Plaintiff's factual allegations. (*Id.* at ¶ 6.) Defendant contends, among other things, that Plaintiff and the Class Members have been paid proper wages. (*Id.*) Moreover, Defendant argues that it met its meal and rest period obligations, and that Plaintiff and the putative class members were provided with the opportunity to take all meal and rest periods to which they were entitled. (*Id.*) Furthermore, to the extent that Plaintiff received wage statements that were allegedly inaccurate, Defendant asserts that Plaintiff suffered no actual damage or harm as a result. (*Id.*; *see, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].)

With respect to Plaintiff's claim for waiting time penalties, Defendant alleged that its good-faith belief that it paid all wages precluded the imposition of waiting time penalties since Plaintiff could not prove that Defendant alleged failure to pay all final wages at the time of separation was "willful." (Moon Decl., ¶ 7; *see, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claimed that it did not engage in any unfair business practices and denied liability under PAGA. (Moon Decl., ¶ 7.) Finally, Defendant disputes the certifiability of the class, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability. (*Id.*)

B. Discovery and Investigation

Following the filing of the complaint, the Parties met and conferred regarding an agreement to mediate the claims. (*Id.* at ¶ 8.) Thereafter, the Parties agreed to a protocol for exchanging documents and information before the mediation. (*Id.*) Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the action, including applicable written policies, the employee handbook in effect during the Class Period, Plaintiff's complete personnel file, a sample of time and corresponding payroll records for Class Members, and information regarding the estimated number of current and former Class Members, workweeks, PAGA Members, PAGA pay periods, and average hourly pay. (*Id.*)

In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time/pay records and documents regarding Defendant's wage and hour policies. (*Id.* at ¶ 9.) Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to mediation. (*Id.*) Based on a review of the records and on information from Plaintiff's Counsel, Plaintiff's expert was able to prepare an analysis with a reasonable degree of certainty. (*Id.*) In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly, Plaintiff's Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. (*Id.*) Thus, Plaintiff's and his counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement. (*Id.*)

C. Settlement Negotiations

On March 17, 2025, the parties participated in a full-day mediation with Tripper Ortman, Esq., a professional and neutral class and PAGA action mediator. (*Id.* at ¶ 11.) The settlement negotiations were at arm's length and, although conducted in a professional manner, adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive discussion regarding the merits and certifiability of Plaintiff's claims and Defendant's defenses, a settlement was reached by the parties, the material terms of which are encompassed within the Joint Stipulation of Class and PAGA Settlement and Release. (*Id.* at ¶ 11, Ex. 1 ["Settlement" or "Settlement Agreement"].)

Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. (*Id.* at ¶ 19.) Based on the foregoing discovery and their own independent investigation and evaluation, Plaintiff's Counsel are of the opinion that the Settlement is fair, reasonable, and adequate. (*Id.*) Furthermore, in light of all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, the defenses that could be asserted by Defendant both to certification and on the merits, the settlement is in the best interests of the Class Members. (*Id.*) **Indeed, the $190,000.00 Settlement represents approximately 67% of Defendant's realistic potential overall liability of $285,561.53.** (Moon Decl., ¶ 26.)

D. Key Terms of the Proposed Settlement

Under the Settlement, Defendant will pay $190,000.00 to resolve this litigation. This amount is all-inclusive. The Settlement's key terms include:

1. Class Members, the Class: The proposed Class for purposes of the Settlement contains approximately 122 members and is defined as: all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State of California at any time during the Class Period. (Settlement, ¶ 4.)

2. Class Period: means the period of time beginning on May 5, 2020 through March 17, 2025. (*Id.* at ¶ 6.)

3. Workweeks Worked: A "Workweek Worked" means the number of calendar workweeks credited to a Class Member during the Class Period, as determined by Defendant's records and as only subject to revision pursuant to this Agreement. (*Id.* at ¶ 39.)

4. No Reversion: None of the Gross Settlement Amount will revert to Defendant. (*Id.* at ¶ 51.)

5. Gross Settlement Amount or GSA: Gross Settlement Amount" or "GSA" means a maximum total payment of $190,000.00. (*Id.* at ¶ 15.)

6. Settled Class Claims: “Settled Class Claims” means the claims released by all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, all claims, allegations and assertions that were alleged, or reasonably could have been alleged, based on the facts, allegations, assertions and claims in the Operative Complaint and ascertained in the course of the Action by including, (a)-(b) any and all claims involving any alleged failure to pay minimum wages, contract wages, overtime, or other amounts of wages for failing to “compensate Plaintiff and Class Members for all wages earned and all hours worked” (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide meal periods or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (e) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (f) failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203); (g) Failure to pay wages during employment (Labor Code §204); (h) Failure to reimburse reasonable business expenses (see Labor Code § 2802); (i) Unfair business practices (see Bus. and Prof. Code § 17200, *et seq.*) “Settled Class Claims” do not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. (*Id.* at ¶ 32.)

7. Settled PAGA Claims: "Settled PAGA Claims" means any and all claims by all PAGA Members and the LWDA and interests held by the state of California, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns for all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 2802, and: (a)-(b) any and all claims involving any alleged failure to pay minimum wage, contract wages, overtime, or other amounts of wages for failing to compensate PAGA Members

for all wages earned and all hours worked" (see Cal Labor Code §§ 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (c) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 226.7, 512; IWC Wage Order No. 1-2001, § 12); (d) Failure to provide meal periods or pay premium payments for periods (see Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (e) Failure to pay wages during employment (Labor Code §204); (f) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (g) Failure to reimburse reasonable business expenses (see Labor Code § 2802); (h) Failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203). (*Id.* at ¶ 33.)

8. PAGA Allocation: Pursuant to California Labor Code Section 2698, *et seq.*, the Parties designate $20,000.00 of the GSA to resolve any PAGA claims. (*Id.* at ¶ 51.e.) Defendant shall pay seventy five percent (75%) of that amount, or $15,000.00, to the LWDA and the remainder to PAGA Members. (*Id.* at ¶ 51.e.i.) Plaintiff's Counsel submitted the proposed settlement to the LWDA. (Moon Decl., ¶ 12, Ex. 2.)

9. Net Settlement Amount or NSA: means the Gross Settlement Amount less the amounts awarded to Class Counsel, the enhancement award to Plaintiff, the PAGA Allocation, and the costs awarded for settlement administration owed pursuant to the Settlement. (*See* Settlement, ¶ 18.) The remainder is to be paid to Settlement Class Members as Individual Class Payments. (*Id.* at ¶ 51.h.)

10. Individual Class Payment: Plaintiff and Settlement Class Members will receive settlement payments under the Net Settlement Amount. (*Id.*) Individual Class Payments will be calculated as follows: The NSA will be divided by the total Workweeks Worked by all Settlement Class Members during the Class Period as reflected in Defendant's records. (*Id.* at ¶ 51.h.i.) All Settlement Class Members shall be paid an amount equal to their individual Workweeks Worked during the Class Period, multiplied by the Workweek Rate. (*Id.*) Workweeks Worked shall be determined by the SA based on data to be provided by Defendant, as may be modified by the resolution of any challenges. (*Id.*) "Workweek Rate" for the Settled Class Claims shall mean the amount yielded from dividing the Net Settlement Amount by the total of all Workweeks Worked credited to all Settlement Class Members during the Class Period. (*Id.* at ¶ 38.)

11. Individual PAGA Payment: "Individual PAGA Payment" is the $5,000.00 (*i.e.*, the remainder after subtracting the $15,000.00 allocated to the LWDA from the $20,000.00 total amount allocated to the PAGA settlement) divided by the total number of PAGA Workweeks Worked credited to all PAGA Members. (*Id.* at ¶ 25.) Each PAGA Member's Individual PAGA Payment is equal to the PAGA Workweek Rate multiplied by his or her individual PAGA Workweeks Worked pursuant to the records of Defendant. (*Id.*) "PAGA Workweek Worked" means the number of workweeks credited to a PAGA Member during the PAGA Period (for the Settled PAGA Claims), as determined by Defendant's records. (*Id.* at ¶ 26.) "PAGA Workweek Rate" shall mean the amount yielded from dividing the PAGA Allocation by the total of all Workweeks Worked credited to all PAGA Members during the PAGA Settlement Period. (*Id.* at ¶ 38.)

12. Uncashed Settlement Checks: Settlement Class Members who are sent Settlement Payments shall have one hundred eighty (180) days after mailing by the SA to cash their settlement checks. (*Id.* at ¶ 62.) If such Settlement Class Members do not cash their checks within that period, those checks will become void, and a stop payment will be placed on the uncashed checks. (*Id.* at ¶ 63.) Settlement checks that are not cashed within one hundred and eighty (180) days of mailing shall, subject to Court approval, be distributed pursuant to the California State Controller's Office Unclaimed Property Fund, to be held in the name of the Settlement Class Member. (*Id.*)

13. Allocation of Settlement Payments: 20% of Settlement Payments will be allocated to wages and W-2s shall be issued. (*Id.* at ¶ 53.a.) 40% of the amount distributed to each Settlement Class Member will be considered penalties, and 40% shall be allocated to interest, and any other non-wage related amount, if any, will be reported as such to each Settlement Class Member on an IRS Form 1099. (*Id.*) The PAGA Payments to PAGA Members will be designated as payments for alleged penalties and other non-wage amounts. (*Id.*)

14. Attorneys' Fees and Costs: The Settlement provides, subject to Court approval, Attorneys' Fees of no more than 1/3 of the GSA or $63,333.33 and Attorneys' Costs not to exceed $25,000.00. (*Id.* at ¶¶ 51.a-b.) At this time, Plaintiff's Counsel's costs are approximately $19,301.96. (Moon Decl., ¶ 15, Ex. 4.)

15. Named Plaintiff's Enhancement: Subject to Court approval, the Settlement provides for an enhancement award in an mount not to exceed $7,500.00 to Plaintiff, which shall be deemed in consideration for assuming the risks associated with this litigation. (*Id.* at ¶ 51.d.)

16. Class Notice: "Class Notice" means the document mutually agreed upon by the Parties and approved by the Court to be sent to the Class and PAGA Members in English and Spanish following preliminary approval that includes the scope of release language for Settled Claims and Settled PAGA Claims, notifies Class Members and PAGA Members of the Settlement, explains the Settlement and Class Members' options, including how Class Members may opt out or object to the Settlement, and explains the facts and methods based on which the Class Member's and PAGA Members' estimated settlement payments are calculated, substantially in the form attached to the Settlement as "**Exhibit A**". (*Id.* at ¶ 5.) ILYM Group, Inc. ("ILYM"), the proposed Settlement Administrator, will send to each Class Member and PAGA Members by First-Class U.S. Mail the Class Notice. (*Id.* at ¶ 56.) Prior to mailing the Class Notice, ILYM will update the addresses for the Class Members and PAGA Members using the National Change of Address database and other available resources deemed suitable by ILYM. (*Id.*) IYLM shall re-mail by First-Class U.S. mail the Class Notice returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the Class Notice to any Class Member/PAGA Member who personally provides an updated address to ILYM. (*Id.* at ¶ 56.d.i.) In the event that the first mailing of the Class Notice to any Class Member/PAGA Member is returned without a forwarding address, the SA will immediately perform skip trace(s) if necessary using social security numbers provided by Defendant and National Change of Address searches, as needed, to verify the accuracy of the addresses provided and will re-mail the Class Notice by First-Class U.S. mail within 3 business days of receiving any Class Notice returned as undelivered. (*Id.* at ¶ 56.d.ii.) Settlement administration costs are estimated to be $6,250.00. (Moon Decl., ¶ 17, Ex. 5.) The Settlement Agreement provides the Settlement Administrator will be paid Settlement Administration Costs from the Gross Settlement Amount, in an amount up to $10,000.00, for its fees and expenses in administering this Settlement. (Settlement, ¶ 3.2.3.)

17. Exclusion Period: Class Members will have sixty (60) days from the postmark of the initial mailing of the Class Notice by the Settlement Administrator to submit by U.S. mail their Opt Out Requests, attached to the Settlement as **Exhibit B**, with proof of date of submission to be the postmark date of the completed Opt Out Request. (*Id.* at ¶ 56.c.) Class Members will also have sixty (60) days to submit a written objection to the Settlement with the Settlement Administrator that sets forth the basis of the objection, which the Settlement Administrator shall submit to the Parties within 10 days after the end of the Exclusion Period, and Class Counsel shall submit to the Court. (*Id.*) Opt Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members from the release of Settled PAGA Claims. (*Id.*)

18. Funding of the Gross Settlement Amount: Defendant will deposit the Funding Payment into an account established by the Settlement Administrator within 30 days of the Effective Date. (*Id.* at ¶ 4.3.) "Funding Payments" means the payment(s) remitted to the Settlement Administrator by Defendant following Final Judgment and the Effective Date in full and complete discharge of the entire monetary obligation of Defendant in an amount equal to the GSA and all applicable employer's side taxes, which, as set forth herein, shall satisfy all outstanding and awarded Settlement Payments, PAGA Payments, attorneys' fees and costs awarded to Class Counsel, the Named Plaintiff's enhancement awards as awarded by the Court, outstanding payments to the Settlement Administrator as approved by the Court for settlement administration costs, and the payment to the LWDA, minus any amounts already paid under the Agreement. (*Id.* at ¶ 14.) "Effective Date" of this Agreement means the first business day following the last of the following occurrences: (i) if no Class Member timely and properly intervenes, files a timely motion to vacate the Judgment under, or objects or otherwise challenges the Settlement, then the date the Court enters an Order Granting Final Approval of the Settlement; (ii) if a Class Member timely intervenes or files a timely motion to vacate the judgment or objects or otherwise challenges the Settlement, then sixty-one (61) days following the date the Court enters an Order Granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely intervenes or files a motion to vacate the Judgment, or objects or otherwise challenges the Settlement, and files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari),* resulting in final and complete judicial

approval of the Settlement in its entirety, with no further challenge to the Settlement being possible. (*Id.* at ¶ 10.)

III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL

To prevent fraud, collusion, or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This Court has wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached through arm's-length bargaining; (2) investigation is 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. (*Dunk, supra*, 48 Cal.App.4th at p. 1800.)

In evaluating a settlement, the trial court considers the following factors: 1) the strength of Plaintiff's case; 2) the risk, expense, complexity, and likely duration of further litigation; 3) the risk of maintaining class action status through trial; 4) the amount offered in settlement; 5) the extent of discovery completed and the stage of the proceedings; 6) the experience and views of counsel; 7) the presence of a governmental participant; and 8) the reaction of the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc*., (2008) 168 Cal.App.4th 116, 128.) In order to approve a class action settlement, the court must satisfy itself that the class settlement is within the "ballpark" of reasonableness. (*Id*. at p. 133.) The record need not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not require "an explicit statement of the maximum amount the Plaintiff class could recover if it prevailed on all its claims", but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation."].)

As discussed below, Plaintiff's Counsel have provided information exceeding the threshold required to provide this Court with materials and information necessary to determine that the proposed settlement is fair, adequate, and reasonable.

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A. <u>The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation, Litigation, and Negotiation</u>

1. The Settlement Is the Product of Discovery, Investigation, and Informed and Non-Collusive Arm's-Length Negotiations

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered; thus, there is a presumption here that the negotiations were conducted in good faith. (Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 11.51.) Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 ["The fact that a plaintiff might have received more if the case had been fully litigated is no reason not to approve the settlement."].)

The Settlement was reached following extensive negotiations following an in-person mediation session with experienced employment mediator Tripper Ortman, Esq. (Moon Decl. ¶ 11.) The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate his or its position through trial and appeal if a settlement had not been reached. (*Id.*)

Prior to reaching this Settlement, Plaintiff's Counsel conducted informal discovery and investigation into the claims alleged by Plaintiff, including, among other things, reviewing and analyzing internal memoranda, policy manuals, and training materials, and preparing a damage analysis. (*See* Moon Decl., ¶¶ 19-31.) Significantly, Plaintiff's Counsel's calculations are based on the analysis of a statistics expert retained by Plaintiff's Counsel to analyze the records produced by Defendant. (*Id*. at ¶¶ 9, 20.) In conjunction with their extensive factual investigation, Plaintiff's Counsel investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Thus, Plaintiff and his counsel were able to act intelligently and effectively in negotiating the proposed settlement. (*Id*. at ¶ 9.)

Plaintiff's Counsel also have considerable experience and has demonstrated competence with litigating wage and hour class actions. (Moon Decl., ¶¶ 44-59.) Again, this supports that the terms of the Settlement are based on objective evidence that has been considered and weighed against the risks, expenses, and time consumption to both sides of continued litigation of this action.

2. The Settlement Is Fair and Reasonable in Light of the Parties' Respective Legal Positions

A settlement is not judged against what might plaintiff recovered had he prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250 ["Compromise is inherent and necessary in the settlement process…even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation."])

The settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. (Moon Decl., ¶ 30.) While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. (*Id.* at ¶ 28.) Plaintiff also recognize that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. (*Id.*) Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and thereafter obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class Members. (*Id.* at ¶ 30.)

The proposed settlement of $190,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. (*Id.* at ¶ 33.) Because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. (*Id.* at ¶ 27.) When considering the risks of litigation, including the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of $190,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate. (*Id.* at ¶ 33.)

Indeed, the Net Settlement Amount available for settlement payments is no less than **$64,166.67** for an estimated Class size of **122 individuals**.[1] (*Id.* at ¶ 32.) As a result, it is estimated each Class Member is eligible to receive an average benefit of approximately **$525.96** prior to tax withholdings on the wage portion of payments. (*Id.*) Considering Class Members' average hourly rate is $29.45, the average benefit is approximately **18 hours of work**. (*Id.*) The actual amounts to Class Members and PAGA Members will vary based on each individual's duration of work during the Class Period or PAGA Class Period, respectively; thus, those who worked longer for Defendant during the relevant period will receive a benefit greater than the average estimated amount. (*Id.*) The high and low range of payments to Class Members will be calculated by the Settlement Administrator following preliminary approval and receipt and processing of the Class Data and will be provided to the Court in a motion for final approval. (*Id.*)

3. Plaintiff's Counsel Have Extensive Experience in Class Action Litigation

The settlement negotiations were conducted by highly capable and experienced counsel. Plaintiff's Counsel have a strong record of vigorous and effective advocacy for their clients and are experienced in handling complex wage and hour class action litigation. (*Id.* at ¶¶ 44-59.) Although Plaintiff and his counsel were prepared to litigate the claims alleged in the litigation, they support the proposed Settlement as being in the best interest of the class. (*Id.* at ¶ 19.)

B. <u>The Proposed Class Notice of Settlement Should Be Approved</u>

The proposed Class Notice, in the form attached to the Settlement as Exhibit A, should be approved for dissemination to the class. The Class Notice informs the class of the terms of the Settlement and of their rights to be excluded from the Settlement. (Settlement, ¶ 5.) Additionally, if there are Class Members who wish to object to this proposed Settlement, they will have the opportunity to file their objections and be heard at the Final Approval Hearing. (Settlement, Exh.

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[1] The Net Settlement Amount is at least $190,000 less the following: $20,000 for the PAGA Allocation to the LWDA and to PAGA Members, $63,333.33 for Class Counsel's attorneys' fees, up to $25,000.00 for Class Counsel's litigation costs, up to $10,000 for Settlement Administration Costs, and up to $7,500 for the enhancement award to Plaintiff. (Settlement Agreement, ¶¶ 18, 51a-e.)

A.) Accordingly, the proposed Class Notice meets all the requirements of Rule 3.769(f) of the California Rules of Court.

C. <u>The Proposed Attorneys' Fees and Costs Are Reasonable</u>

The Settlement provides attorneys' fees to Class Counsel of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be $63,333.33 and attorneys' costs of not more than $25,000.00. (*Id.* at ¶¶ 51.a-b.) These amounts are subject to Court approval. (*See id.*) These amounts will be disclosed to all class members in the proposed Class Notice and are reasonable. (*Id.*, Exh. A.)

1. Class Counsel Will Request an Award Of Fees Based On The "Common Fund" Method

California courts have long awarded attorneys' fees as a percentage of the benefit created by counsel in pursuing claims on behalf of a class. The California Supreme Court held that "when a number of persons is entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys' fees out of the fund." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34, quoting *D'Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1.)

Plaintiff's Counsel seek an award of attorneys' fees on the "percentage of recovery/common fund" theory. The purpose of this approach is to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc.* (1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1995) 15 Cal.3d 162, the California Supreme Court stated: "[O]ne who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits may require those passive beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." (*Id.* at p. 110.)

The California Supreme Court recently affirmed in *Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal.5th 480 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." (*Id*. at p. 503.) The court explained: "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—convince us the percentage method is a valuable tool that should not be denied our trial courts." (*Id*. [internal citations omitted].)

2. The Requested Fee Award Is in Line with Typical Cases

According to a leading treatise on class actions, "No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented." (*See* Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 14.03.) Attorneys' fees that are fifty percent of the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. (*Id*; *see also Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F.Supp. 294 [stating that most cases where 30-50 percent was awarded involved "smaller" settlement funds of under $10 million].)

Here, Plaintiff requests attorneys' fees equal to 1/3 of the Gross Settlement Amount, which is in line with the prevailing guidelines established in California case law and academic literature and is consistent with awards in California. (*Compare* Settlement, ¶ 51.a *with Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].) Accordingly, Plaintiff respectfully requests that the Court approve the attorneys' fees as negotiated by the Parties and requested herein.

3. This Matter Involves A "Fee-Shifting" Provision of the Labor Code

Labor Code §§ 218.5, 226, 1194 and 2699, *et seq*. provide for the recovery of reasonable attorney's fees, and costs of suit, for the claims made in this action. Under these sections, Plaintiff would be permitted to recover his actual attorneys' fees, even if those fees were larger than the total class recovery at the conclusion of this case. This Settlement is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and resources facing Defendant while at the same time rewarding Plaintiff's Counsel for their decision to assume risk by taking on this matter. In fact, prosecution of this action involved significant financial risk for Plaintiff's Counsel. (Moon Decl., ¶¶ 39-43.) Plaintiff's Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. (*Id*.) Once Plaintiff's Counsel undertook this litigation on behalf of the Class, Plaintiff's Counsel committed to pursue it to its conclusion, placing its fiduciary duty to the Class ahead of all other concerns. (*Id.* at ¶ 41.)

4. The Experience, Reputation and Ability of Plaintiff's Counsel Support the Requested Fee Award

As demonstrated by their past experience in pursuing class actions on behalf of consumers and employees, Plaintiff's Counsel possess considerable expertise in litigating class actions. (Moon Decl., ¶¶ 44-59.) Plaintiff's Counsel have been involved as lead counsel or co-counsel in several class actions that resulted in millions in recovery. (*Id*. at ¶¶ 48, 54, 59.) Because it is reasonable to compensate class counsel commensurate with their skill, reputation and experience, Plaintiff's Counsel's requested fee award is supported here.

Plaintiff's Counsel's experience in wage and hour class actions was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the settlement. (*Id.* at ¶ 49.) Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action litigation. (*Id*. at 59.) Based on these and other factors, Plaintiff's Counsel have frequently received fee awards of this percentage from the gross recovery for the class. (*Id*. at ¶¶ 48, 54, 59.) Therefore, the requested fee award is reasonable and fair.

D. <u>The Enhancement Award To Named Plaintiff Is Reasonable</u>

Named plaintiffs in class action lawsuits "are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class." (*Munoz, supra,* 86 Cal.App.4th at p. 412.) Courts routinely grant approval of class action settlement agreements containing enhancements for the class representatives, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. (*See Rodriguez v. W. Publ'g Corp*. (9th Cir. 2009) 563 F.3d 948, 958-59.)

Service awards are particularly important to plaintiffs in wage and hour cases because they promote the important public policies underlying the wage and hour laws. This strong policy is codified in California Labor Code section 90.5, which provides, "it is the policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions…."). Nonetheless, the California Supreme Court has noted that "retaliation against employees for asserting statutory rights under the Labor Code is widespread," despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.) In this context, class representatives should be rewarded for assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

The Settlement provides an Enhancement Award to Plaintiff in the amount of $7,500, subject to Court approval. (Settlement, ¶ 51.d.) Plaintiff's Counsel represent that Plaintiff devoted a great deal of time and work assisting counsel in the case and communicated with counsel very frequently for litigation and to prepare for mediation. (Moon Decl., ¶¶ 34-37.) This amount is reasonable particularly in light of the substantial benefits Plaintiff generated for all Class Members. (*Id*.)

When compared with the amounts awarded in typical class action cases, the amount requested here is particularly reasonable. Indeed, a <u>**2006**</u> study examining the average incentive award given to class action Plaintiff from <u>**1993 to 2002**</u> found that the "average award per class representative was $15,992 and the median award per class representative was $4,357." (Theodore

Eisenberg & Jeffrey P. Miller, "Incentive Awards to Class Action Plaintiffs: An Empirical Study", 53 UCLA L. Rev. 1303, 1308 (2006).) That same study found that named Plaintiff in employment discrimination class actions received an average award of $69,850 and a median award of $31,081, while named Plaintiff in other employment class actions received an average award of $12,121 and a median award of $13,059. (*Id.* at p. 1334.) The authors of the study found that higher awards in employment cases reflected the "courts" wish to make representative Plaintiff whole by compensating them for the high costs of their service to the class, including risks of stigmatization or retaliation on the job." (*Id.* at p. 1308.)

IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

A. Legal Standard

The proposed Settlement Class is well suited for class certification. All of the claims derive from a core set of alleged violations of California's wage and hour laws and regulations. For the reasons set forth more fully below, for purpose of settlement the Class satisfies the prerequisites for certification under Code of Civil Procedure § 382. Section 382 provides: "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." (Code Civ. Proc., § 382.) There are two requirements to section 382: "(1) There must be an ascertainable class; and (2) there must be a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." (*Daar v. Yellow Cab Co*. (1967) 67 Cal. 2d 695, 704 [citations omitted].) To clarify these requirements, the California Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the community-of-interest requirement itself embodies three factors: "(1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Richmond v. Dart Indus., Inc*. (1981) 29 Cal. 3d 462, 470.)

California law and policy favor the fullest and most flexible use of the class action device. (*Id.* at pp. 469-73.) Indeed, "Courts long have acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system" particularly where the rights of consumers are at issue. (*Linder v. Thrifty Oil Co*. (2000) 23 Cal. 4th 429, 434.) Any doubt as to the appropriateness of class treatment should be resolved in favor of certification. (*Richmond*, *supra,* 29 Cal.3d at pp. 473-75.)

B. Plaintiff Maintains That The Criteria For Class Certification Are Satisfied

1. The Class Is Ascertainable and Numerous

When determining whether a class is ascertainable, California courts focus on the following three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying class members. *See Miller v. Woods*, 148 Cal. App. 3d 862, 873 (1983). Here, the proposed class that Plaintiff seek to represent is ascertainable because (1) the class definition is sufficiently precise, (2) consists of 122 class members, and (3) class members can be readily identified by looking at Defendant's records.

Plaintiff maintains that there is an easily ascertainable class, defined by objective and precise criteria. Because class members are identified using specific criteria in the regular business records of Defendant, i.e., job position, the class is ascertainable. (*Wilner v. Sunset Life Ins. Co*. (2000) 78 Cal.App.4th 952, 959-60 [class membership defined by ownership of product that is the subject of the lawsuit is sufficient to make the class ascertainable].)

"The requirement of Code of Civil Procedure section 382 that there be 'many' parties to a class action suit is indefinite and has been construed liberally." (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.) "Where a question is of common interest to 'many' persons, an action may be maintained as a class action even where the parties are numerous and it is in fact practicable to join them all." (*Id.*) "No set number is required as a matter of law for the maintenance of a class action." (*Id.*) "Thus, our Supreme Court has upheld a class representing the 10 beneficiaries of a trust in an action for removal of the trustees." (*Id.*, citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d 574; *see also*, *Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a 35 member class.]) Therefore, Plaintiff contend that numerosity is plainly satisfied.

2. There are Many Common Issues of Law and Fact Which Predominate

To satisfy the community of interest requirement, Parties must show: (1) common questions of law and fact that predominate over individual issues; (2) class representatives must have claims or defenses typical of the class; and (3) class representatives must adequately represent the class.

(*Dunk*, *supra*, 48 Cal. App. 4^{th} at 1806.) This inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp*. (1987) 191 Cal.App.3d 605.) Plaintiff's claims satisfy all three requirements.

In this case, the employment practices at issue are: whether Defendant had legally compliant policies and practices to pay employees all wages owed; whether Defendant had legally compliant policies and practices to provide employees with meal periods; whether Defendant had legally compliant policies and practices authorizing and permitting its employees to take rest periods; whether final payment of wages was untimely and excluded unpaid wages, including meal period premium wages, and rest period premium wages; whether all wages were paid to employees at the time of termination of the employment relationship; and whether the wage statements were consequently non-compliant. Plaintiff contends that the factual and legal issues are the same for all identified class members, including Plaintiff. Further, all Class Members suffered from and seek redress for the same alleged injuries. Considering that Class Members would need to prove the same issues of law and fact to prevail and their legal remedies are identical, it would be preferable to resolve all claims through a settlement agreement than to force each Class Member to litigate their own individual claims. Thus, the Court should grant conditional class certification for settlement because common questions of law and fact predominate over any individual questions within the class.

3. Plaintiff's Claims Are Typical of the Claims of the Class

The typicality requirement does not focus on the individual characteristics or circumstances of the representative Plaintiff compared to those of the remainder of the class, but rather upon the typicality of the proposed representative's claims as they relate to the defendant's conduct and activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 ["[t]he only requirements are that common questions of law and fact predominate and that the class representative be similarly situated" vis-à-vis the class.].) A representative plaintiff's claims are typical of the class if they arise from the same event, practice or course of conduct, and if the claims rest on the same legal theories. (*Id*.) That is precisely the case here. Plaintiff is a former employee of Defendant; as such, they allege that they were subject to the same policies and practices as other similarly situated employees. (Plaintiff Decl., ¶ 6.)

4. Plaintiff and His Counsel Meet the Adequacy Requirement

The adequacy of representation requirements is met by fulfilling two conditions: first, a named plaintiff must be represented by counsel qualified to conduct the pending litigation; second, a named plaintiff's interests cannot be antagonistic to those of the class. (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 451.)

Here, all requirements are met. Plaintiff retained counsel with extensive experience in prosecuting complex class actions, including similar class actions that previously settled. (Moon Decl., ¶¶ 44-59.) With their combined experience, Plaintiff's Counsel unquestionably are "qualified, experienced and generally able to conduct the proposed litigation." (*Miller*, *supra*, 148 Cal.App.3d at 875.) In addition, Plaintiff has no conflicts, and Plaintiff has, with counsel, litigated this case and diligently reviewed the settlement terms, showing his dedication. (Plaintiff Decl., ¶¶ 9-11.) Plaintiff's willingness to serve as representatives demonstrates his serious commitment to bringing about the best results possible for the class. (Plaintiff Decl., ¶¶ 9-11; *McGhee*, *supra,* 60 Cal.App.3d at p. 451.)

5. A Class Action is Superior to a Multiplicity of Litigation

Finally, in making its class certification decision, the Court must determine that a class action would be superior to alternative means for the fair and efficient adjudication of the litigation. By consolidating many potential individual actions into a single proceeding, this Court's use of the class action device enables it to manage this litigation in a manner that serves the economics of time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly situated employees with small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort and expense required to prosecute individual actions. (*Gentry v. Super. Ct*. (2007) 42 Cal. 4th 443, 457-62; *Leyva v. Medline Ind.* (9th Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the superiority concerns are essentially non-existent.

V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND

A. The Proposed Class Notice Plan Satisfies Due Process

Notice requirements are set forth in the California Rules of Court. Cal. Rules of Court, Rule 3.766 (e) and (f). California law vests the Court with broad discretion in fashioning an appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no statutory or due process requirement that all class members receive actual notice, but in this matter, the class members will receive direct mailed notice. (Settlement, ¶ 56.) As the Court of Appeals has explained, "[t]he notice given should have a reasonable chance of reaching a substantial percentage of the Class Members . . . ." (*Id.* at p. 974.) In this case, notice of the proposed settlement will be provided by direct mailing, the best possible form of notice under the circumstances.

B. The Class Notice is Accurate and Informative

The proposed Class Notice should be approved. It will be disseminated through direct U.S. first class mail to the last known address for each Class Member and will be provided in both English and Spanish. (Settlement, ¶¶ 5, 56.) It informs the Class Members of the terms of the settlement and their right to be excluded from the Settlement. (*Id.* at Ex. A.) And if there are Class Members who wish to object to this proposed class action settlement, they will have the opportunity to file their objections and be heard at the Final Approval Hearing. (*Id.*)

The Class Notice also fulfills the requirement of neutrality in class notices. (Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 8.39.) It summarizes the proceedings to date and the terms and conditions of the settlement agreement, in an informative and coherent manner. (Settlement, Ex. A.) It makes clear that the settlement agreement does not constitute an admission of liability by the Defendant, who denies all liability, and it recognizes that this Court has not ruled on the merits of the action. (*Id.*) It also states that the final settlement approval decision has yet to be made. (*Id.*) Accordingly, the Class Notice complies with the standards of fairness, completeness, and neutrality required of a combined settlement-certification class notice.

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the proposed settlement and set a Final Approval Hearing no earlier than 120 days from preliminary approval.

Respectfully submitted,

Dated: June 24, 2025

MOON LAW GROUP, PC

By: ______________________________

Kane Moon
Allen Feghali
Hyunjin Kim

Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017. On **June 24, 2025**, I served the foregoing document described as:

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

X__ by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Attorneys for Defendant

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE.** I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this**, June 24, 2025** at Los Angeles, California.

Ivette Hernandez	*/s/ Ivette Hernandez*
Type or Print Name	Signature