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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

ANNA TOVAR, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

GOLDEN BEAR PT PARTNERS, LLC, a
Delaware limited liability company;
GOLDEN BEAR PHYSICAL THERAPY
SPORTS INJURY CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: CV-24-007273
[Consolidated with Case No.: CV-24-007277]

Assigned for All Purposes to:
Honorable John R. Mayne
Department 21

CLASS ACTION

**NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

*[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of Stacy
Henderson; and [Proposed] Order filed
concurrently herewith]*

Hearing Date: May 7, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department 21

Complaint Filed: September 13, 2024
FAC Filed: March 5, 2025
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on May 7, 2025 at 8:30 a.m., or as soon as the matter may
2 be heard, before the Honorable John R. Mayne in Department 21 of the Stanislaus County Superior
3 Court located at 801 10th Street, Modesto, California 95354, Plaintiffs Anna Tovar and Gary
4 Machado (“Plaintiffs,” “Plaintiff Tovar,” and “Plaintiff Machado”) will and do move for an order:

- 5 • Granting Preliminary Approval of the class action settlement described herein and
6 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement
7 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the
8 Declaration of Douglas Han, including, and not limited to, the means of allocation
9 and distribution of funds;
- 10 • Conditionally certifying the Class for settlement purposes only;
- 11 • Appointing Plaintiffs as class representatives;
- 12 • Appointing Justice Law Corporation as Class Counsel;
- 13 • Approving the Court Approved Notice of Class Action Settlement and Hearing
14 Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the
15 Settlement Agreement;
- 16 • Directing the mailing of the Class Notice with a postage-paid return envelope to
17 the Class;
- 18 • Approving the proposed deadlines for the settlement administration process;
- 19 • Approving CPT Group, Inc. as the Administrator; and
- 20 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
21 Agreement, at which time the Court will also consider whether to grant Final
22 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
23 Litigation Expenses Payment, Class Representative Service Payments,
24 Administration Expenses Payment, and approval of the allocation of the Private
25 Attorney General Act of 2004 (“PAGA”) Penalties.

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1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); Declaration of Stacy Henderson;
3 [Proposed] Order filed concurrently with this motion; pleadings and other records on file with the
4 Court in this matter; and such documentary evidence and oral argument as may be presented at the
5 hearing on this motion.

6
7 Dated: March 28, 2025

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
10 *Attorneys for Plaintiffs*
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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement by Plaintiffs on behalf of themselves and all current and former hourly-paid
4 or non-exempt employees of Defendants Golden PT Bear Partners, LLC and Golden Bear Physical
5 Therapy Sports Injury Center, Inc. (“Defendants”) within the State of California at any time during
6 the period from September 13, 2020, through April 5, 2025 unless the Escalator Clause is triggered,
7 and Defendants end the Class Period at an earlier date (“Class,” “Class Members,” and “Class
8 Period”). At the time of this filing, the number of Class Members is estimated to be 1,831, which
9 was confirmed by Defendants. (Declaration of Douglas Han In Support of Motion for Preliminary
10 Approval of Class Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

11 **II. BACKGROUND**

12 On June 26, 2024, Plaintiff Tovar provided written notice to the California Labor and
13 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit 3.)

14 On September 13, 2024, Plaintiff Tovar filed a representative action lawsuit under PAGA
15 in the Superior Court of California, County of Stanislaus (Case No. CV-24-007277). (Han Decl.,
16 *supra*, at ¶ 11; Exhibit 4.)

17 On September 13, 2024, Plaintiff Tovar also filed a wage-and-hour class action lawsuit in
18 the Superior Court of California, County of Stanislaus, alleging eight (8) causes of action (Case
19 No. CV-24-007273). (Han Decl., *supra*, at ¶ 12.)

20 After engaging in discovery, investigations, and negotiations, on January 24, 2025, the
21 Parties remotely attended mediation with the mediator Brandon McKelvey that resulted in the
22 settlement of this matter on February 4, 2025. (Han Decl., *supra*, at ¶ 13.)

23 In line with the settlement, on March 5, 2025, Plaintiff Tovar filed a First Amended
24 Complaint and Consolidated Class and Representative Action Complaint that adjusted the “class”
25 and “aggrieved employees” definition, added Plaintiff Machado as a named plaintiff, and updated
26 the underlying factual allegations. (Han Decl., *supra*, at ¶ 14; Exhibit 5.)

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1 **III. INVESTIGATION/ LITIGATION HISTORY**

2 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

3 After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 16.)
4 Plaintiff drafted and propounded special interrogatories and requests for production of documents.
5 (*Ibid.*) The Parties met and conferred and agreed to engage in the informal exchange of information
6 and then eventually remotely attended mediation. (*Ibid.*)

7 Prior to the mediation, Defendants produced documents relating to its policies, practices,
8 and procedures. (Han Decl., *supra*, at ¶ 17.) Plaintiffs also reviewed time records, pay records, and
9 information relating to the size and scope of the Class. (*Ibid.*) Putative class members were also
10 located and interviewed to attain a better understanding of the extent and frequency of the alleged
11 day-to-day violations. (*Ibid.*) Finally, the Parties discussed Defendants’ current financial condition
12 and recent financial hardships that they have been experiencing. (*Ibid.*)

13 Based on the information provided by Defendants and interviews with putative class
14 members, Plaintiffs contend – and Defendants deny – Defendants, among others,: (1) failed to
15 provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all
16 hours worked; (3) failed to include non-discretionary bonuses into employees’ regular rate of pay;
17 (4) failed to reimburse employees for necessary business expenses; (5) issued non-compliant wage
18 statements; and (6) are liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 19-26.)

19 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

20 **i. The Parties Attended Mediation Which Led to the Settlement**

21 The Parties remotely attended mediation with an experienced mediator. (Han Decl., *supra*,
22 at ¶ 27.) During the mediation, the Parties discussed Defendants’ current financial condition and
23 financial hardships that they have been experiencing in recent years. (*Ibid.*) Under the auspices of
24 the mediator, the Parties reached a global settlement, the terms of which were memorialized in the
25 Settlement Agreement. (*Id.* at ¶ 27; Exhibits 2, 6.)

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Plaintiffs and Class Counsel recognize the expense and length of additional proceedings necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶ 31.) Plaintiffs and Class Counsel also considered the uncertainty and risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Plaintiffs and Class Counsel also considered Defendants' present financial condition, financial hardships that they have been experiencing in recent years, and their ability to fund a settlement. (*Ibid.*) Based on the foregoing, Plaintiffs and Class Counsel believe that the Settlement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

The Parties investigated and evaluated the strengths and weaknesses of the claims and defenses before reaching the Settlement and engaged in research and discovery to support the Settlement. (Han Decl., *supra*, at ¶ 32.) The Settlement was only possible following significant investigation and evaluation of the relevant policies and practices, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has reached the stage where the Parties understand “the strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best possible recovery” sufficient to support the Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*, at ¶ 32; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

/ / /

1 **c. Terms of the Proposed Settlement**

2 **i. Deductions from the Settlement**

3 The Parties agreed that (subject to the Court’s approval) this matter be settled and
4 compromised for the non-reversionary sum of \$942,000 (“Gross Settlement Amount”) which
5 includes: (1) Class Counsel Fees Payment up to \$329,700 (35% of the Gross Settlement Amount);
6 (2) Class Counsel Litigation Expenses Payment up to \$25,000; (3) Class Representative Service
7 Payments totaling \$20,000; (4) Administration Expenses Payment up to \$25,000; (5) PAGA
8 Penalties up to \$75,000; and (6) the employer’s share of payroll taxes. (Han Decl., *supra*, at ¶ 28.)

9 **ii. Calculating Settlement Payments**

10 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
11 that \$467,300 (“Net Settlement Amount”) will be paid to Participating Class Members – with a
12 gross *average* Individual Class Payment estimated at \$255.22. (Han Decl., *supra*, at ¶ 29.)

13 The Participating Class Members will receive a proportionate share of the Net Settlement
14 Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 27;
15 Exhibit 2, *supra*, at § C(2)(e).) Individual Class Payments will be allocated ten percent (10%) to
16 the settlement of wage claims and ninety percent (90%) to the settlement of claims for interests
17 and penalties. (*Id.* at § C(2)(e)(i).)

18 The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be
19 determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 27;
20 Exhibit 2, *supra*, at § C(2)(d)(i).) Aggrieved Employees’ portion of the PAGA Penalties will be
21 allocated as one hundred percent (100%) penalties. (*Id.* at § C(2)(d)(ii).)

22 **iii. Notice to the Class**

23 No later than fourteen (14) calendar days after the Court grants Preliminary Approval of
24 the Settlement, Defendants will deliver the Class Data to the Administrator. (Han Decl., *supra*, at
25 ¶ 27; Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the
26 Class Data, the Administrator will send the Class Notice with a translation to all Class Members
27 identified in the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

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1 **iv. Distribution of Funds**

2 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
3 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at §§ D(2), D(3).)
4 The timeline to fund the Gross Settlement Amount is critical for Defendants due to the financial
5 hardships that they have been experiencing in recent years. (*Ibid.*) Uncashed settlement checks
6 will be canceled and transmitted to the agreed upon *cy pres* recipient, the Boys and Girls Club of
7 Stanislaus County. (*Id.* at §§ D(3)(a), D(3)(c).)

8 **v. Release of Claims**

9 Effective on the date when Defendants fully fund the entire Gross Settlement Amount, all
10 Participating Class Members, on behalf of themselves and each of their respective former, present
11 and future spouses, children, representatives, agents, attorneys, heirs, administrators, executors,
12 successors, and assigns, release and discharge the Released Parties from the Released Class
13 Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(2).)

14 Effective on the date when Defendants fully fund the entire Gross Settlement Amount, all
15 Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed
16 to release and discharge, on behalf of themselves and each of their respective former, present and
17 future spouses, children, representatives, agents, attorneys, heirs, administrators, executors,
18 successors, and assigns, the Released Parties from the Released PAGA Claims. (Han Decl., *supra*,
19 at ¶ 27; Exhibit 2, *supra*, at § E(3).)

20 Effective on the date when Defendants fully fund the entire Gross Settlement Amount,
21 Plaintiffs on behalf themselves and each of their respective former, present and future spouses,
22 children, representatives, agents, attorneys, heirs, administrators, executors, successors, and
23 assigns generally release and discharge the Released Parties as set forth in the Plaintiffs' Release.
24 (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(1).) Furthermore, Plaintiffs expressly waive
25 and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, as well
26 as any other releases set forth in the Settlement Agreement. (*Ibid.*)

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1 With regards to class action releases, “[A] court may release not only those claims alleged
2 in the complaint and before the court, but also claims which ‘could have been alleged by reason of
3 or in connection with any matter or fact set forth or referred to in’ the complaint.” (Amaro v.
4 Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in
5 this case are acceptable because they are limited to the scope of the allegations in the operative
6 complaints. Moreover, the released claims are “based on the identical factual predicate as that
7 underlying the claims in the settled class action.” (Ibid.) In other words, the released claims do
8 not “go beyond the scope of the allegations in the operative complaint” (Ibid.)

9 **d. Counsel for Both Parties Are Experienced in Similar Litigation**

10 The Parties’ counsel are experienced in wage-and-hour employment law and class actions.
11 (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf
12 of employees for Labor Code violations and are experienced and qualified to evaluate the class
13 claims, settlement versus trial on a fully informed basis, and viability of the defenses. (Ibid.) This
14 experience instructed Class Counsel on the risks and uncertainties of further litigation and guided
15 their determination to endorse the Settlement.¹ (Ibid.)

16 **IV. ARGUMENT**

17 **a. Class Action Settlements Are Subject to Court Review**

18 Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before
19 final approval, the court must conduct an inquiry into the fairness of the proposed settlement.”
20 (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary
21 approval of class settlements:

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23 ¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until
24 the Class Notice has been provided to the Class, and they have had an opportunity to respond. This
25 information will be provided to the Court in conjunction with the Motion for Final Approval of
Class Action Settlement.

26 ² The California Supreme Court has authorized California’s trial courts to use Federal Rule
27 23 and cases applying it for guidance in considering class issues. (*Vasquez v. Superior Court*
28 (1971) 4 Cal.3d 800, 821; *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate,
the Parties cite Federal Rule 23 and federal case law in addition to California law.

1 (a) A settlement or compromise of an entire class action, or a cause of action in
2 a class action, or as to a party, requires the approval of the court after
3 hearing.

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5 (b) Any party to a settlement agreement may serve and file a written notice of
6 motion for preliminary approval of the settlement. The settlement
7 agreement and proposed notice to class members must be filed with the
8 motion, and the proposed order must be lodged with the motion.

9 Courts have discretion to approve settlements that are fair, not collusive, and consider “all
10 the normal perils of litigation as well as the additional uncertainties inherent in complex class
11 actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
12 *nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

13 **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

14 An understanding of the amount in controversy is an important factor in whether the
15 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of
16 the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
17 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
18 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for
19 plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar*, at p. 130;
20 see also *Munoz*, at p. 409.)

21 *Kullar* instructs the court is not to “decide the merits of the case or to substitute its
22 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*
23 *Retail, Inc., supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum
24 amount the class could recover if Plaintiffs prevailed on all their claims, provided there is a record
25 that allows “an understanding of the amount that is in controversy and the realistic range of
26 outcomes of the litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, supra*, 186
27 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under
28 Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is
within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

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1 **i. The Settlement Amount of \$942,000 Is Fair and Reasonable**

2 The Settlement Agreement was only possible following significant investigation and
3 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in
4 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and
5 potential damages. (Han Decl., *supra*, at ¶ 32.)

6 The claims are predicated on, among others, the alleged: (1) failure to pay overtime wages;
7 (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable
8 premium wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements;
9 (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business
10 & Professions Code section 17200. (Han Decl., *supra*, at ¶ 33.) Defendants vehemently deny the
11 theories of liability. (*Id.* at ¶ 34.)

12 While Plaintiffs believe that the case is suitable for certification, uncertainties with respect
13 to certification are always present. (Han Decl., *supra*, at ¶ 35.) As the California Supreme Court
14 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
15 always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
16 *Stores, Inc.* have reached different conclusions concerning certification of wage-and-hour claims.³
17 (*Ibid.*) Thus, the calculations for potential damages were discounted.

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25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

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Plaintiffs recognized that the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 48.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Allocating \$75,000 to PAGA civil penalties was reasonable given that Defendants are also paying an additional \$867,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

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⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims.”).)

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be around **\$12,688,900.01** on the low end and around **\$13,566,340.01** on the high end. (Han Decl., *supra*, at ¶ 49.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$2,028,187.65	75%	65%	\$177,466.42
Meal Break Premiums	\$637,480.96	65%	65%	\$78,091.42
Overtime/Minimum Wage: Off-the-Clock Work	\$1,754,880 to \$2,632,320	55%	55%	\$355,363.20 to \$533,044.80
Regular Rate	\$23,992	45%	55%	\$5,938.02
Unreimbursed Business Expenses	\$871,145	45%	75%	\$119,782.44
Wage Statement Penalty	\$2,227,000	65%	65%	\$272,807.50
Waiting Time Penalty	\$5,146,214.40	65%	65%	\$630,411.26
MAXIMUM TOTAL EXPOSURE	\$12,688,900.01 to \$13,566,340.01⁵			\$1,639,860.26 to \$1,817,541.86⁶

The realistic recovery for this case is about **\$1,639,860.26** on the low end and **\$1,817,541.86** on the high end. (Han Decl., *supra*, at ¶ 57.) The Gross Settlement Amount is approximately seven percent (6.94%) of the maximum potential exposure and fifty-two percent (51.83%) of the maximum realistic exposure at trial. (*Ibid.*) This is reasonable when considering Defendants' present financial condition and recent financial hardships. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved."

⁵ (Han Decl., *supra*, at ¶¶ 36-43.)

⁶ (*Id.* at ¶¶ 50-56.)

(*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators”). This settlement is in line with the realistic exposure if Plaintiffs prevailed at trial and provides a significant recovery for the Class Members, especially when considering Defendant’s financial condition.

d. Conditional Certification of the Class Is Appropriate

Code of Civil Procedure section 382 “authorizes class actions ‘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.’” (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

The Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any questions affecting any individual Class Member. (Han Decl., *supra*, at ¶ 58.) Plaintiffs contend that their claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect the interests of the Class. (*Ibid.*) Plaintiffs assert that the prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

i. The Proposed Class Is Ascertainable and Sufficiently Numerous

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

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1 This case involves approximately 1,831 Class Members, meaning that the Class is
2 sufficiently numerous. (Han Decl., *supra*, at ¶ 59; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169
3 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former
4 employees” is sufficiently numerous].)

5 **ii. Class Members Share a Well-defined Community of Interest**

6 The community of interest requirement “embodies three factors: (1) predominant common
7 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
8 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
9 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
10 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
11 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis
12 in original).) Rather, courts focus on the defendant’s internal policies and “pattern and practice . .
13 . in order to assess whether that common behavior toward similarly situated plaintiffs renders class
14 certification appropriate.” (*Ibid.*) The application of each of these factors is discussed below.

15 **1. Common Issues Predominate**

16 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
17 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
18 *Department of Developmental Services, supra*, 155 Cal.App.4th at p. 690.) In other words, courts
19 determine whether the elements necessary to establish liability are susceptible to common proof,
20 even if the class members must individually prove their damages. (*Brinker Restaurant Corp. v.*
21 *Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class
22 certification when plaintiffs can present evidence of common policies. (See e.g. *Jones v. JGC*
23 *Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS
24 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.*
25 (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court
26 certified class of dancers on state law claims].)

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1 Plaintiffs assert that common issues of fact and law predominate as to each of the claims
2 alleged. (Han Decl., *supra*, at ¶ 60.) Plaintiffs contend that all Class Members were subject to the
3 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

4 **2. Plaintiffs' Claims Are Typical of the Class Claims**

5 Typical claims rely on legal theories and facts that are substantially like those of other class
6 members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

7 Plaintiffs are former employees of Defendants and allege that they and the Class Members
8 were employed by the same company and injured by the common policies and practices related to
9 the claims described above. (Han Decl., *supra*, at ¶ 61.) Plaintiffs seek relief for these claims and
10 derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment
11 practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

12 **3. Plaintiffs Are Adequate to Represent the Class**

13 Plaintiffs have proven to be adequate class representatives. (Han Decl., *supra*, at ¶ 62.)
14 Plaintiffs conducted themselves diligently and responsibly in representing the Class, understand
15 the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiffs
16 spent time in meetings and conferences with Class Counsel to provide them with a complete
17 understanding of the work experience and environment. (*Ibid.*) Plaintiffs have no interests adverse
18 to the interests of the other Class Members. (*Ibid.*)

19 **4. Class Action Is Superior for the Fair and Efficient Adjudication** 20 **of this Controversy**

21 A class action is superior to other available means for the fair and efficient adjudication of
22 this controversy. Plaintiffs contend that the joinder of all Class Members is impractical and that
23 class treatment will permit many similarly situated persons to prosecute their common claims for
24 settlement purposes simultaneously in a single forum without the duplication of effort and expense
25 that numerous individual actions would necessitate. Because several Class Members are also
26 current employees, Plaintiffs believe that the fear of retaliation further supports the superiority of
27 class-wide relief as this fear often discourages current employees from seeking legal redress.

28 ///

1 **e. The Settlement Is Fair, Reasonable, and Adequate**

2 In deciding whether to approve a proposed class action settlement under Code of Civil
3 Procedure section 382, the Court must find a proposed settlement is “fair, adequate and
4 reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action
5 settlement is presumed fair under the following circumstances: (1) parties reached settlement after
6 arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the
7 court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of
8 objectors is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements
9 are present here.

10 **f. Notice to the Class Complies with Rules of Court, Rule 3.769(f)**

11 Rules of Court, rule 3.769(f), provides:

12 If the court has certified the action as a class action, notice of the final approval
13 hearing must be given to class members in the manner specified by the court. The
14 notice must contain an explanation of the proposed settlement and procedures for
15 class members to follow in filing written objections to it and in arranging to appear
at the settlement hearing and state any objections to the proposed settlement.

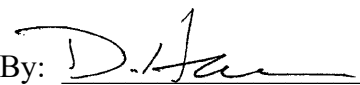
16 The Class Notice meets all these requirements. The Class Notice advises the Class
17 Members of their right to participate in the Settlement, how and when to object to or request
18 exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

19 **V. CONCLUSION**

20 Plaintiffs submit the Settlement is in the best interests of the Class. Under the applicable
21 class action criteria and guidelines, the Settlement should be preliminarily approved, Class should
22 be conditionally certified for settlement purposes, and Class Notice should be approved.

23
24 Dated: March 28, 2025

JUSTICE LAW CORPORATION

25 By: 
26 Douglas Han
27 Attorneys for Plaintiffs
28

**PROOF OF SERVICE
1013A(3) CCP**

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On March 28, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case: **Anna Tovar, et al. v. Golden Bear Pt Partners, LLC, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-1036588-24**
Court Case No.: CV-24-007273
[Consolidated with Case No. CV-24-007277]
Stanislaus County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 28, 2025, at Pasadena, California.



Christina Castro