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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

TATIANA TINAJERO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

MARIN COMMUNITY CLINIC, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CV0003558
[Consolidated with Case No. CV0003645]

Assigned for All Purposes to:
Honorable Stephen P. Freccero
Courtroom A

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**

[Declarations of Proposed Class Counsel
(Douglas Han and John Yslas); Declarations of
Proposed Class Representatives (Tatiana
Tinajero and Yamileht Ayala); and [Proposed]
Order filed concurrently herewith]

Hearing Date:
Hearing Time:
Hearing Place: Courtroom A

Complaint Filed: July 30, 2024
Trial Date: None Set

YAMILEHT AYALA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

MARIN COMMUNITY CLINIC, a California
nonprofit corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: CV0003645
[Consolidated with Case No. CV0003558]

Complaint Filed: August 8, 2024
Trial Date: None Set

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Attorneys for Plaintiff Yamileht Ayala

1 **PLEASE TAKE NOTICE** that on _____, at _____, or as soon as the matter may be
2 heard, before the Honorable Stephen P. Freccero in Courtroom A of the Marin County Superior
3 Court located at 3501 Civic Center Drive, San Rafael, California 94903, Plaintiffs Tatiana Tinajero
4 and Yamileht Ayala (“Plaintiffs,” “Plaintiff Tinajero,” and “Plaintiff Ayala”) will and hereby do
5 move for an order:

- 6 • Granting Preliminary Approval of the class action settlement described herein and
7 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement
8 Agreement,” “Settlement,” or “Agreement”) that was entered between Plaintiffs
9 and Defendant Marin Community Clinic (“Defendant”), attached as **Exhibit 2** to
10 the Declaration of Douglas Han, including, and not limited to, the means of
11 allocation and distribution of funds;
- 12 • Approving the Court Approved Notice of Class Action Settlement and Hearing
13 Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the
14 Settlement Agreement;
- 15 • Directing the mailing of the Class Notice with a postage-paid return envelope to
16 the Class Members;
- 17 • Approving Phoenix Class Action Administration Solutions as the Administrator;
- 18 • Approving the proposed deadlines for the settlement administration process;
- 19 • Conditionally certifying the Class for settlement purposes only;
- 20 • Appointing Justice Law Corporation as Class Counsel;
- 21 • Appointing Plaintiffs as the class representatives; and
- 22 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
23 Agreement, at which time the Court will also consider whether to grant Final
24 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
25 Litigation Expenses Payment, Class Representative Service Payments,
26 Administration Expenses Payment, and approval of the allocation of the Private
27 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 Declarations of Proposed Class Counsel (Douglas Han and John Yslas); Declarations of Proposed
3 Class Representatives (Tatiana Tinajero and Yamileht Ayala); [Proposed] Order filed concurrently
4 with this motion; pleadings and other records on file with the Court in this matter; and such
5 documentary evidence and oral argument as may be presented at the hearing on this motion.

6
7 Dated: September 18, 2026

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
10 *Attorneys for Plaintiffs*

TABLE OF CONTENTS

I.	INTRODUCTION	11
II.	BACKGROUND	11
III.	INVESTIGATION/ LITIGATION HISTORY	12
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	12
b.	The Parties Were Able to Reach an Agreement	12
i.	The Parties Attended Mediation Which Led to the Settlement	12
ii.	The Settlement Was Reached as a Result of Arm's-Length Negotiations	13
iii.	The Settlement Is the Result of Thorough Investigation and Discovery	13
c.	Terms of the Settlement	14
i.	Deductions from the Settlement	14
ii.	Calculating Settlement Payments	14
iii.	Notice to the Class	14
iv.	Distribution of Funds	15
v.	Release of Claims	15
d.	Counsel for Both Parties Are Experienced in Similar Litigation	16
IV.	ARGUMENT	16
a.	Class Action Settlements Are Subject to Court Review	16
b.	The Settlement Is a Reasonable Compromise of Claims	17
i.	The Settlement Amount of \$996,000 Is Fair and Reasonable	18
ii.	The PAGA Penalties of \$80,000 Are Reasonable	19
c.	Discount Analysis Justifies the Settlement	19
d.	Conditional Certification of the Class Is Appropriate	21
i.	The Proposed Class Is Ascertainable and Sufficiently Numerous	21
ii.	Class Members Share a Well-defined Community of Interest	22
1.	Common Issues Predominate	22

2.	Plaintiffs’ Claims Are Typical of the Class Claims.....	22
3.	Plaintiffs Are Adequate to Represent the Class.....	23
4.	Class Action Is Superior for the Fair and Efficient Adjudication of this Controversy	23
e.	The Settlement Is Fair, Reasonable, and Adequate	24
f.	Notice to the Class Complies with Rules of Court, Rule 3.769(f).....	24
V.	CONCLUSION.....	24

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Aguilar v. Cintas Corp. No. 2</i>	
(2006) 144 Cal.App.4th 121	18
<i>Amaro v. Anaheim Arena Management, LLC</i>	
(2021) 69 Cal.App.5th 521	16
<i>Bartold v. Glendale Federal Bank</i>	
(2000) 81 Cal.App.4th 816	21
<i>In re Beef Industry Antitrust Litigation</i>	
(5th Cir. 1979) 607 F.2d 167	17
<i>Boyd v. Bechtel Corp.</i>	
(N.D.Cal. 1979) 485 F.Supp.610	13
<i>Brinker Restaurant Corp. v. Superior Court</i>	
(2012) 53 Cal.4th 1004	22
<i>Capitol People First v. Department of Developmental Services</i>	
(2007) 155 Cal.App.4th 676	22
<i>Classen v. Weller</i>	
(1983) 145 Cal.App.3d 27	22
<i>Detroit v. Grinnell Corp.</i>	
(2d Cir. 1974) 495 F.2d 448.....	20
<i>Dunbar v. Albertson's Inc.</i>	
(2006) 141 Cal.App.4th 1422	18
<i>Dunk v. Ford Motor Co.</i>	
(1996) 48 Cal.App.4th 1794	16, 24
<i>Espinoza v. Galardi South Enters.</i>	
(S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS	
2904... ..	22

///

Cases	Page(s)
<i>In re General Motors Corp. Engine Interchange Litigation</i>	
(7th Cir. 1979) 594 F.2d 1106	20
<i>Ghazaryan v. Diva Limousine, Ltd.</i>	
(2008) 169 Cal.App.4th 1524	21
<i>Green v. Obledo</i>	
(1981) 29 Cal.3d 126	16
<i>Harris v. Superior Court</i>	
(2007) 154 Cal.App.4th 164	18
<i>Hicks v. Kaufman & Broad Home Corp.</i>	
(2001) 89 Cal.App.4th 908	21
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D. Cal. Apr. 3, 2009) No. 08-0844, 2009 U.S.Dist.LEXIS 33900	19
<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n</i>	
(1981) 452 U.S. 905	17
<i>Jones v. JGC Dallas LLC</i>	
(N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS	
185042	22
<i>Kullar v. Foot Locker Retail, Inc.</i>	
(2008) 168 Cal.App.4th 116	17
<i>Linder v. Thrifty Oil Co.</i>	
(2000) 23 Cal.4th 429	21
<i>Linney v. Cellular Alaska P’ship</i>	
(9th Cir. 1998) 151 F.3d 1234	20
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
(2010) 186 Cal.App.4th 399	17
<i>Nordstrom Com. Cases</i>	
(2010) 186 Cal.App.4th 576	19

Cases	Page(s)
<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
(2004) 34 Cal.4th 319	18, 21, 22
<i>Thurman v. Bayshore Transit Mgmt.</i>	
(2012) 203 Cal.App.4th 1112	19
<i>Vasquez v. Superior Court</i>	
(1971) 4 Cal.3d 800	16
<i>Walsh v. IKON Office Solutions, Inc.</i>	
(2007) 148 Cal.App.4th 1440	18
Rules	
Federal Rule 23	16
Rules of Court, Rule 3.769	16
Rules of Court, Rule 3.769 (f)	24
Rules of Court, Rule 3.769 (g).....	16
Statutes	
Business & Professions Code § 17200	18
Civil Code § 1542	15
Code of Civil Procedure § 382.....	21
Code of Civil Procedure § 877.6.....	17
Labor Code § 201.....	19
Labor Code § 202.....	19
Labor Code § 203.....	19
Labor Code § 204.....	19
Labor Code § 218.5.....	19
Labor Code § 221.....	19
Labor Code § 226.3.....	19
Labor Code § 226.7.....	19
Labor Code § 226 (a)	19

1	Statutes	Page(s)
2	Labor Code § 229.....	19
3	Labor Code § 246(l).....	19
4	Labor Code § 510.....	19
5	Labor Code § 512 (a)	19
6	Labor Code § 558.....	19
7	Labor Code § 1174(d).....	19
8	Labor Code § 1174.5.....	19
9	Labor Code § 1194.....	19
10	Labor Code § 1197.....	19
11	Labor Code § 1197.1.....	19
12	Labor Code § 1198.....	19
13	Labor Code § 2699.....	11
14	Labor Code § 2800.....	19
15	Labor Code § 2802.....	19

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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 for all current and former hourly-paid or non-exempt employees of
4 Defendant within the State of California at any time during the period from July 30, 2020, through
5 March 29, 2026 (“Class,” “Class Members,” and “Class Period”). At the time of this declaration,
6 the number of Class Members is estimated to be 1,050, which was confirmed by Defendant.
7 (Declaration of Douglas Han in Support of Motion for Preliminary Approval of Class Action
8 Settlement (“Han Decl.”), ¶¶ 7, 8.)

9 **II. BACKGROUND**

10 On June 21, 2024, Plaintiff Tinajero, represented by Wilshire Law Firm, provided written
11 notice to the California Labor and Workforce Development Agency and Defendant. (Han Decl.,
12 *supra*, at ¶ 9; Declaration of John Yslas in Support of Motion for Preliminary Approval of Class
13 Action Settlement (“Yslas Decl.”), ¶ 4, Exhibit 1.)

14 On July 30, 2024, Plaintiff Tinajero filed a wage-and-hour class action lawsuit in the
15 Superior Court of California, County of Marin, alleging seven (7) causes of action (Case No.
16 CV0003558). (Han Decl., *supra*, at ¶ 10; Yslas Decl., *supra*, at ¶ 3.)

17 On October 14, 2024, Plaintiff Tinajero filed a First Amended Complaint that added a
18 cause of action for violation of Labor Code section 2699 (PAGA). (Han Decl., *supra*, at ¶ 11;
19 Yslas Decl., *supra*, at ¶ 4.)

20 On August 8, 2024, Plaintiff Ayala, represented by Justice Law Corporation, filed a wage-
21 and- hour class action lawsuit in the Superior Court of California, County of Marin, alleging eight
22 (8) causes of action (Case No. CV0003645). (Han Decl., *supra*, at ¶ 12; Yslas Decl., *supra*, at ¶
23 5.)

24 After engaging in discovery, investigations, and negotiation, on November 7, 2025, the
25 Parties attended mediation with the experienced mediator Lisa Klerman that eventually resulted in
26 a global settlement via a mediator’s proposal. (Han Decl., *supra*, at ¶ 13; Yslas Decl., *supra*, at ¶
27 7.)

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1 In line with the settlement, on March 17, 2026, the Parties stipulated to consolidate the
2 lawsuits and designated Plaintiff Tinajero's lawsuit (Case No. CV0003558) as the lead case. (Han
3 Decl., *supra*, at ¶ 14; Yslas Decl., *supra*, at ¶ 6.)

4 **III. INVESTIGATION/ LITIGATION HISTORY**

5 **a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions**

6 After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 16;
7 Yslas Decl., *supra*, at ¶¶ 8, 9.) Plaintiffs drafted and propounded special interrogatories and
8 requests for production of documents, and Defendant responded to the formal discovery requests.
9 (*Ibid.*) The Parties met and conferred and agreed to engage in the informal exchange of information
10 and then eventually attended mediation. (*Ibid.*)

11 Prior to the mediation, Defendant produced documents relating to its policies, practices,
12 and procedures. (Han Decl., *supra*, at ¶ 17; Yslas Decl., *supra*, at ¶¶ 8, 9.) As part of Defendant's
13 production, Class Counsel reviewed time records, pay records, and information relating to the size
14 and scope of the Class. (*Ibid.*) Putative class members were also located and interviewed to attain
15 a better understanding of the extent and frequency of the alleged day-to-day violations. (*Ibid.*)

16 Based on the information provided by Defendant and interviews with putative class
17 members, Plaintiffs contend – and Defendant denies – Defendant: (1) failed to provide employees
18 with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3)
19 failed to include non-discretionary bonuses in employees' regular rate of pay; (4) failed to
20 reimburse employees for necessary business expenses; (5) issued noncompliant wage statements;
21 and (6) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 19-26; Yslas Decl., *supra*, at ¶
22 10.)

23 **b. The Parties Were Able to Reach an Agreement**

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

25 The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 27;
26 Yslas Decl., *supra*, at ¶ 7.) Under the auspices of the mediator, the Parties reached a settlement via
27 a mediator's proposal, the terms of which were memorialized in the Settlement Agreement. (Han
28 Decl., *supra*, at ¶ 27, Exhibit 2, 3; Yslas Decl., *supra*, at ¶ 7.)

1 **ii. The Settlement Was Reached as a Result of Arm’s-Length Negotiations**

2 The Settlement Agreement was reached because of arm’s-length negotiations. (Han Decl.,
3 *supra*, at ¶ 30; Yslas Decl., *supra*, at ¶¶ 8, 9, 11.) Though cordial and professional, the settlement
4 negotiations have always been adversarial and non-collusive in nature. (*Ibid.*) At the mediation,
5 the Parties’ counsel conducted extensive arm’s-length settlement negotiations until an agreement
6 was ultimately reached. (*Ibid.*)

7 Plaintiffs and Class Counsel recognize the expense and length of additional proceedings
8 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
9 31; Yslas Decl., *supra*, at ¶¶ 8, 9, 11.) Plaintiffs and Class Counsel also considered the uncertainty
10 and risk of further litigation, potential outcome, and difficulties and delays inherent in such
11 litigation. (*Ibid.*) Plaintiffs and Class Counsel believe that the Settlement Agreement is a fair,
12 adequate, and reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

13 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

14 The Parties investigated and evaluated the strengths and weaknesses of the claims and
15 defenses before reaching the Settlement Agreement and engaged in research and discovery to
16 support the Settlement Agreement. (Han Decl., *supra*, at ¶ 32; Yslas Decl., *supra*, at ¶ 11.) The
17 Settlement Agreement was only possible following an investigation and evaluation of the relevant
18 policies and practices, permitting Class Counsel to engage in an analysis of liability and potential
19 damages. (*Ibid.*) This case has reached the stage where the Parties understand “the strength of the
20 case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light
21 of the best possible recovery” sufficient to support the reasonableness, adequacy, and fairness of
22 the Settlement Agreement. (Han Decl., *supra*, at ¶ 32; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485
23 F.Supp. 610, 617.)

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1 **c. Terms of the 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 \$996,000 (“Gross Settlement Amount”) which
5 includes: (1) Class Counsel Fees Payment up to \$348,600 (35% of the Gross Settlement Amount);
6 (2) Class Counsel Litigation Expenses Payment up to \$30,000; (3) Class Representative Service
7 Payments totaling \$20,000; (4) Administration Expenses Payment up to \$20,000 and (5) PAGA
8 Penalties up to \$80,000. (Han Decl., *supra*, at ¶ 28.)

9 **ii. Calculating Settlement Payments**

10 After all the Court-approved deductions from the Gross Settlement Amount, it is estimated
11 that \$497,400 (“Net Settlement Amount”) will be paid to the Participating Class Members – with
12 a gross *average* Individual Class Payment estimated at \$473.71. (Han Decl., *supra*, at ¶ 29.)

13 The Participating Class Members will receive a proportionate share of the Net Settlement
14 Amount as their Individual Class Payments using the formula set forth in the Settlement
15 Agreement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § C(2)(e).) The Individual Class
16 Payments will be allocated fifteen percent (15%) to the settlement of wage claims and eighty-five
17 percent (85%) to the settlement of claims for interests and penalties. (*Ibid.*)

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

22 **iii. Notice to the Class**

23 No later than fourteen (14) calendar days after the Court grants Preliminary Approval,
24 Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 26; Exhibit 2,
25 *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the
26 Administrator will send the Class Notice with a translation to all the Class Members identified in
27 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 uncashed settlement checks will be canceled and transmitted to the California Controller's
5 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

6 **v. Release of Claims**

7 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
8 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
9 the Participating Class Members, on behalf of themselves and their former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
11 Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at
12 § E(2).)

13 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
14 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
15 the Participating and Non-Participating Class Members, who are Aggrieved Employees, are
16 deemed to release, on behalf of themselves and their former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released
18 PAGA Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(3).)

19 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
20 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
21 Plaintiffs and Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns generally release and discharge the Released Parties
23 from the Plaintiffs' Release. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § E(1).) Furthermore,
24 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542
25 of the Civil Code. (*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 is acceptable because it is 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 ¶¶ 2-6, Exhibit 1; Yslas Decl., *supra*, at ¶¶ 12-26.) Class Counsel have
12 prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced
13 and qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and
14 viability of the defenses. (*Ibid.*) This experience instructed Class Counsel on the risks and
15 uncertainties of further litigation and guided their determination to endorse the Settlement
16 Agreement.¹ (*Ibid.*)

17 **IV. ARGUMENT**

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

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

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

28 ² The California Supreme Court has authorized California’s trial courts to use Federal Rule
23 and cases applying it for guidance in considering class issues. (*Vasquez v. Superior Court*
(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
2 in a class action, or as to a party, requires the approval of the court after
3 hearing.

4 . . .

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 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’s* instructions to the court are not to “decide the merits of the case or to substitute
22 its 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 plaintiff prevailed on all his 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 \$996,000 Is Fair and Reasonable**

2 The Settlement Agreement was only possible following an investigation and evaluation of
3 the relevant policies and procedures, as well as the data produced, as referenced in Section III
4 above, permitting Class Counsel to engage in an analysis of liability and potential damages. (Han
5 Decl., *supra*, at ¶ 32; Yslas Decl., *supra*, at ¶ 8, 9, 11.)

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

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 regarding 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].)

1 **ii. The PAGA Penalties of \$80,000 Are Reasonable**

2 The provisions of the Labor Code potentially triggering the PAGA penalties include Labor
3 Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229, 246(l), 510, 512(a), 558,
4 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 44.) Defendant
5 asserted that, regardless of the results of the underlying causes of action, the PAGA penalties are
6 not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained that it had a
7 strong argument that it would be unjust to award the maximum PAGA penalties given the state of
8 the law regarding the PAGA penalties. (Han Decl., *supra*, at ¶ 43; *Thurman v. Bayshore Transit*
9 *Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) When
10 limited to the initial violation, the PAGA penalties could be limited to about **\$67,700** (677
11 employees x \$100 penalty for initial violation) on the low end and around **\$473,900** (677
12 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high end. (Han
13 Decl., *supra*, at ¶¶ 45-47.)

14 Plaintiffs recognized that the risk that any PAGA award could be reduced. (Han Decl.,
15 *supra*, at ¶ 48.) Many of the causes of action brought were also duplicative of the statutory claims.
16 (*Ibid.*) Allocating \$80,000 to PAGA penalties was reasonable given that Defendant is also paying
17 an additional \$916,000 in the class settlement. (*Ibid.*) When the PAGA penalties are negotiated in
18 good faith and “there is no indication that [the] amount was the result of self-interest at the expense
19 of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

20 Considering the defenses, supporting evidence, and position that the case is not suitable for
21 class treatment, the Settlement Agreement is reasonable, adequate, and fair.

22 **c. Discount Analysis Justifies the Settlement**

23 Excluding the civil penalties, which could be completely discretionary, the total estimated
24 potential exposure, assuming certification and prevailing at trial, could be about **\$14,442,644.52**
25 on the low end and around **\$15,942,933.87** on the high end. (Han Decl., *supra*, at ¶ 49.)

26 _____
27 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
28 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”.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$3,772,428.44	75%	65%	\$325,712.49
Meal Break Premiums	\$249,897.45	65%	65%	\$30,612.44
Overtime/Minimum Wage: Off-the-Clock Work	\$2,999,581.83 to \$4,499,871.18	65%	65%	\$367,448.77 to \$551,234.22
Regular Rate	\$61,646	35%	55%	\$17,978.22
Unreimbursed Business Expenses	\$596,600	25%	75%	\$111,862.50
Wage Statement Penalty	\$2,335,650	75%	75%	\$145,978.13
Waiting Time Penalty	\$4,426,840.80	75%	75%	\$276,677.55
MAXIMUM TOTAL EXPOSURE	\$14,442,644.52 to \$15,942,933.87⁵			\$1,276,270.10 to \$1,460,055.55⁶

The realistic recovery for this case could be about **\$1,276,270.10** on the low end and **\$1,460,055.55** on the high end. (Han Decl., *supra*, at ¶ 57.) The Gross Settlement Amount is about six percent (6.25%) of the maximum potential exposure and around sixty-eight percent (68.22%) of the maximum realistic exposure at trial, which is a reasonable settlement. (*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.) “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.” (*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 had prevailed at trial and provides a reasonable recovery for the Class Members.

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⁵ (Han Decl., *supra*, at ¶¶ 36-43.)

⁶ (*Id.* at ¶¶ 50-56.)

1 **d. Conditional Certification of the Class Is Appropriate**

2 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of
3 a common or general interest, of many persons, or when the parties are numerous, and it is
4 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
5 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1]
6 an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

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

14 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

15 “Ascertainability is required in order to give notice to putative class members as to whom
16 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
17 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
18 by describing a set of common characteristics sufficient to allow a member of that group to identify
19 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
20 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
21 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

22 This case involves approximately 1,050 Class Members, meaning that the Class is
23 sufficiently numerous. (Han Decl., *supra*, at ¶ 59; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169
24 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former
25 employees” is sufficiently numerous].)

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

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

11 **1. Common Issues Predominate**

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

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

26 **2. Plaintiffs’ Claims Are Typical of the Class Claims**

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

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

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

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

13 **4. Class Action Is Superior for the Fair and Efficient Adjudication** 14 **of this Controversy**

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

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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 herein.

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: September 18, 2026

JUSTICE LAW CORPORATION

25 By: 
26 Douglas Han
27 Attorneys for Plaintiffs
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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 bitty@justicelawcorp.com

On September 18, 2026, 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: **Tinajero v. Marin Community Clinic**
LWDA/Court Case No.: **LWDA Case No.: CM- 1035727-24**
Court Case No.: CV0003558 [Consolidated with Case No. CV0003645]
Marin 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

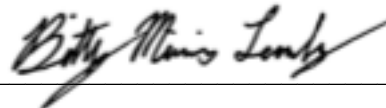
[X] BY ELECTRONIC SUBMISSION

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 September 18, 2026, at Pasadena, California.



Bitty Minnis-Lemley