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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SANDRA BRAVO, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

FOOTHILL CHILD DEVELOPMENT SERVICES, INC., a California Corporation; and DOES 1 through 100,

Defendants.

Case No.: 24STCV18240

[*Case Assigned for all purposes to the Hon. Timothy Patrick Dillon, Dept. SSC-15*]

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: January 13, 2027
Time: 10:00 a.m.
Dept.: SSC-15

Complaint Filed: July 23, 2024
Trial Date: None Set

PLEASE TAKE NOTICE that, pursuant to Rule 3.769 of the California Rules of Court, on January 13, 2027, at 10:00 a.m., or as soon thereafter as the matter may be heard, in Department SSC-15 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Sandra Bravo ("Plaintiff"), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Preliminary approval of the proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") in this lawsuit;
2. Pursuant to California Code of Civil Procedure § 382, provisional certification of the Settlement Class defined as follows:

> **Settlement Class** - All current and former non-exempt employees who worked for Defendant Foothill Child Development Services, Inc. in California at any time from July 23, 2020, through the Preliminary Approval Date.

3. Preliminary appointment of Plaintiff Sandra Bravo as the Class Representative;
4. Preliminary appointment of Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC as Class Counsel;
5. The scheduling of a hearing to consider whether the Settlement Agreement should be finally approved and to award amounts for the Class Representative Enhancement Payment, settlement administration costs, payment to the Labor and Workforce Development Agency for its share of civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, and Class Counsel's attorneys' fees and costs;
6. Appointment of Apex Class Action LLC as the third-party settlement administrator ("Settlement Administrator"); and
7. Approval of the proposed Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (collectively, the "Class Notice"), and entry of the proposed Order instructing the Class Notice to be disseminated to the proposed Settlement Class in English and Spanish, as provided in the Settlement Agreement.

This motion is based on this notice of motion, the attached memorandum of points and

authorities, the declarations of Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, Susan J. Perez, Plaintiff Sandra Bravo, and Sean Hartranft of Apex Class Action LLC, and the exhibits attached thereto, the pleadings and other papers filed in this action, and on any further oral or documentary evidence or argument presented at the time of hearing.

Dated: October 21, 2026

Respectfully Submitted,
HAINES LAW GROUP, APC

By: _____
Andrew J. Rowbotham
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Sandra Bravo ("Plaintiff") filed this putative class action (the "Action") on behalf of all current and former non-exempt employees who worked for Defendant Foothill Child Development Services, Inc. ("Defendant") in California at any time from July 23, 2020, through the Preliminary Approval Date (the "Class Period"). Plaintiff and Defendant are referred to collectively as the "Parties."

Through this Motion, Plaintiff respectfully requests that this Court preliminarily approve the non-reversionary class and PAGA action settlement ("Settlement"),[1] which will fully resolve the Action. Based on data received from Defendant, there are approximately 319 potential Class Members who worked during the Class Period. Defendant will pay a Gross Settlement Amount ("GSA") of $385,000.00. After court-approved deductions for Plaintiff's Class Representative Enhancement Payment, Settlement Administrator costs, the entire amount allocated towards civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA") ("PAGA Settlement Amount"), and attorneys' fees and costs to Class Counsel, the remaining Net Settlement Amount ("NSA") of approximately $141,416.67 will be distributed to the Class Members. Based on the current class list and before accounting for any opt outs, the average Individual Class Payment is estimated to be $443.31.

In addition to the NSA, all current and former non-exempt employees who worked for Defendant in California at any time from June 21, 2023, through the Preliminary Approval Date (the "PAGA Period") are referred to as the "Aggrieved Employees" and will share $17,500.00, which is 35% of the $50,000.00 allocated as the PAGA Settlement Amount. The remaining 65%, or $32,500.00, will be paid to the California Labor and Workforce Development Agency ("LWDA") and designated as the LWDA PAGA Payment. According to Defendant's data, there are approximately 161 Aggrieved Employees. Based on the current data, the average Individual

[1] The Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") is attached to the Declaration of Andrew J. Rowbotham as **Exhibit 1.** The proposed Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (collectively, the "Class Notice") is attached as **Exhibit A** to the Settlement Agreement.

PAGA Payment is estimated to be $108.70.

Class Members and Aggrieved Employees do not need to file a claim form to receive their shares of the Settlement. Class Members who do not opt out will release only the wage-related claims alleged in the Second Amended Complaint or Plaintiff's LWDA letter, or that could have been alleged based on the factual allegations therein, arising during the Class Period. Aggrieved Employees will release only the PAGA claims based on those Labor Code violations arising during the PAGA Period. This represents a fair and reasonable result for Class Members and Aggrieved Employees who will release only those claims alleged, or that could have been alleged, based on the facts alleged in this Action.[2]

This proposed Settlement is within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the substantial monetary benefits to the Class Members. For the reasons discussed herein, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. Factual and Procedural Background

Defendant provides various behavioral and educational support services to individuals with disabilities and/or behavioral issues throughout Los Angeles County. *See* Declaration of Andrew J. Rowbotham ("Rowbotham Decl."), ¶ 10. Plaintiff was employed by Defendant as a non-exempt "Applied Behavior Therapist" from approximately November 2021 until approximately September 2026. *Id.*; *see* Declaration of Sandra Bravo ("Bravo Decl."), ¶ 2. Plaintiff's primary job duties included providing behavioral support services to children with disabilities and behavioral needs. *See* Bravo Decl., ¶ 2. Like all Class Members, Plaintiff was subject to Defendant's wage and hour policies and practices. *See* Rowbotham Decl., ¶ 10.

On July 23, 2024, Plaintiff filed the initial class action complaint in this action asserting causes of action for Defendant's alleged failure to: (1) pay all overtime wages; (2) pay all

[2] Plaintiff's pre-filing letter to the LWDA is attached to the Declaration of Andrew J. Rowbotham as **Exhibit 2**. Concurrently with the filing of this Motion, Plaintiff also provided notice to the LWDA of the Settlement along with the approval paperwork. The LWDA submission confirmation is attached to the Declaration of Andrew J. Rowbotham as **Exhibit 3**.

minimum wages; (3) pay all reporting time wages owed; (4) reimburse all necessary business expenses incurred; (5) issue accurate itemized wage statements; and (6) comply with California's unfair competition laws. *See* Rowbotham Decl., ¶ 11. On August 26, 2024, after exhausting her administrative remedies with the LWDA, Plaintiff filed the First Amended Class and Representative Action Complaint to add a seventh cause of action for civil penalties under PAGA. *Id*. The Parties then engaged in formal discovery, which included Plaintiff taking two depositions of Defendant's Person Most Qualified. *Id.*

On April 22, 2026, the Parties participated in a mediation session with respected wage and hour mediator Tripper Ortman, Esq. *See* Rowbotham Decl., ¶ 12. Through formal discovery and in connection with mediation, Defendant provided Plaintiff with classwide timekeeping and payroll records for the Class Members, data points, the employee handbook for the relevant time period, a reimbursement ledger, and other relevant policy acknowledgments and forms. *Id.* Plaintiff retained an expert who then analyzed these records to construct a comprehensive damages model to calculate Defendant's likely exposure on each claim. *Id.*

During mediation, the Parties exchanged divergent views on Defendant's liability, exposure valuations, legal positions, and the likelihood of class certification. *See* Rowbotham Decl., ¶ 13. At the conclusion of mediation, Mr. Ortman made a mediator's proposal to fully resolve the claims in this action, which the parties ultimately accepted. *Id*. The settlement terms have been memorialized in the long-form Settlement Agreement now before this Court for preliminary approval. *Id.*

As part of the Settlement, on October 8, 2026, the Parties filed a Joint Stipulation to File the Second Amended Complaint ("Joint Stipulation"). *See* Rowbotham Decl., ¶ 14. Through the Joint Stipulation, Plaintiff requested the Court grant her leave to file a Second Amended Class and Representative Action Complaint ("SAC"). *Id.* On October 15, 2026, the Court granted the Joint Stipulation. That same day, Plaintiff filed the SAC, which includes causes of action for Defendant's alleged failure to: (1) provide all lawful meal periods; (2) authorize and permit all lawful rest periods; and (3) timely pay all final wages upon separation. *Id.* These additional causes of action are based on facts the Parties developed through discovery. *Id.*

B. Plaintiff's Claims and Defendant's Defenses

1. Unpaid Wages - Off-The-Clock Work

Plaintiff asserts that, throughout the Class Period, Defendant maintained unlawful timekeeping policies and practices that resulted in Defendant systematically failing to pay Plaintiff and Class Members all earned wages. *See* Rowbotham Decl., ¶ 15. Specifically, Defendant failed to provide Plaintiff and other non-exempt employees with consistent access to a timekeeping system to record their hours worked. *Id.* Instead, Defendant compensated its employees for their scheduled hours, which failed to account for compensable time worked outside of scheduled work hours, including the time Plaintiff and other non-exempt employees were required to arrive 10 minutes before the start of their scheduled shifts to prepare for client appointments, driving to client appointments throughout the workday, waiting for clients to appear (who sometimes cancelled appointments), and the time they were required to be on-call for client appointments. *Id.* Moreover, Defendant's timekeeping system created significant mismatches between the time reported and the time paid through payroll, causing further underpayment of wages. *Id.* Plaintiff contends that these practices resulted in unpaid minimum and overtime wages.[3] *Id.*

Defendant asserts that its timekeeping policies and practices complied with California law and it paid all wages owed to Class Members. *See* Rowbotham Decl., ¶ 17. Specifically, Defendant contends that any preparation time for appointments, travel time before appointments, time spent waiting for cancelled appointments and reporting for appointments would be *de minimis* and was already accounted for in its scheduling practices. *Id*. Defendant further argues that any alleged mismatches between its timekeeping system and payroll would have been a minor glitch, did not result in substantial underpayments, did not affect all Class Members, and were

[3] Class Counsel separately investigated the reporting time pay claim by interviewing Plaintiff and reviewing Defendant's scheduling, cancellation, timekeeping, and payroll records. That investigation indicated that most cancelled appointments were cancelled before employees were required to report and before they made any qualifying reporting for work. Given the limited frequency of potentially compensable reporting time events, Class Counsel concluded that the claim contributed only nominal additional settlement value. *See* Rowbotham Decl., ¶ 16.

therefore not classwide issues. *Id*. As such, Defendant contests certification, arguing that overtime and minimum wage claims are not appropriate for class treatment, as they would require individualized inquiries into whether and how much each employee actually worked outside his or her scheduled hours on any given day, resulting in an unmanageable series of mini-trials. *Id*.; *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1051-1052 (affirming the judgment vacating certification of the off-the-clock subclass).

2. Meal Period Violations

Plaintiff contends that Defendant failed to provide the Class Members with all timely duty-free, uninterrupted 30-minute meal periods to which they were entitled. *See* Rowbotham Decl., ¶ 18; *see* Labor Code § 512(a); *see also Brinker, supra*, 53 Cal.4th at 1041 ("We conclude that, absent waiver, section 512 requires a first meal period no later than the end of an employee's fifth hour of work…"). Specifically, Defendant failed to schedule or allot any time for 30-minute meal periods during the workday. *See* Rowbotham Decl., ¶ 18. This failure meant Plaintiff and other non-exempt employees did not have sufficient time between client appointments to have a meal period, since they had to quickly travel to and prepare for their next client appointments during this time. *Id*. Since Plaintiff and other non-exempt employees could not leave a client unattended, they could not pause client appointments in order to have a meal period. *Id*. Defendant also failed to provide Plaintiff and other non-exempt employees with a consistent method to record their meal periods. *Id*. Further, Plaintiff asserts Defendant failed to pay all meal period premiums owed during the relevant time period. *Id*.

In response, Defendant disputes this claim and contends that it maintained lawful meal period policies and practices throughout the Class Period, including a written meal period policy and a scheduling system through which employees recorded their meal periods. *See* Rowbotham Decl., ¶ 19. Defendant further argues that any late, short, or missed meal periods were the result of voluntary employee choices and that determining the cause of each occurrence, the applicability of any waiver, and whether a premium was paid would require individualized inquiries, creating substantial certification and manageability risks. *Id*.

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3. Rest Period Violations

As with meal periods, Plaintiff alleges that Defendant failed to authorize and permit compliant rest periods due to Defendant's failure to allot any time for breaks. *See* Rowbotham Decl., ¶ 20. Further, Plaintiff asserts Defendant failed to pay all rest period premiums owed during the relevant time period. *Id*.

Defendant maintains that it authorized and permitted all Class Members to take all lawful rest periods to which they were entitled. *See* Rowbotham Decl., ¶ 21. Defendant asserts that this claim is unmanageable and not suited for class certification, as it would require individualized inquiries into whether employees were denied or voluntarily skipped breaks and how many breaks were owed based on daily hours worked. *Id*.

4. Failure to Reimburse Necessary Business Expenses

Plaintiff further alleges that Defendant failed to reimburse the Class Members for all necessary business expenses incurred, in violation of Labor Code § 2802. *See* Rowbotham Decl., ¶ 22; *see* Labor Code § 2802. Specifically, Plaintiff alleges that Defendant required Plaintiff and other non-exempt employees to use their personal cellular phones to communicate with coworkers and supervisors, particularly for scheduling client appointments and discussing client related updates. *See* Rowbotham Decl., ¶ 22; *see also Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 ("If an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for purposes of section 2802."). Plaintiff and other non-exempt employees were also required to use their personal cellular phones' WiFi to operate Defendant's iPad and access the behavioral interventions they were required to review with clients. *See* Rowbotham Decl., ¶ 22. Moreover, Plaintiff and other non-exempt employees were also required to use their internet access at home for work purposes, such as responding to emails and Teams messages. *Id.* Plaintiff further argues that although Defendant began issuing cellular phone reimbursements towards the end of the Class Period, the amount provided was inadequate. *Id.*

Defendant denies requiring personal phone use and contends any use was voluntary. *See* Rowbotham Decl., ¶ 23. Defendant also maintains that even though it does not require its

employees to use their personal cellular phones, Defendant decided to provide a monthly cellular phone stipend as a benefit. *Id.* Defendant further argues that determining which employees used personal phones for work would require individualized inquiries that create certification risks. *Id.*

5. Wage Statement, Waiting Time, and PAGA Penalties

Plaintiff contends that the alleged substantive violations expose Defendant to statutory wage statement and waiting time penalties, as well as PAGA civil penalties. *See* Rowbotham Decl., ¶ 24. As mentioned, Defendant disputes that Plaintiff suffered injury or that any wage statement violation was knowing and intentional, as required for statutory penalties under Labor Code § 226(e)(1). *See* Rowbotham Decl., ¶ 24. Defendant also contends that its objectively reasonable, good-faith defenses to the underlying wage claims preclude waiting time penalties because any failure to pay final wages was not willful. *Id.*; *see* Cal. Code Regs., tit. 8, § 13520. Defendant also maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties awarded. *See* Rowbotham Decl., ¶ 24; *see also* Labor Code § 2699(e)(2); *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504, 529 (affirming a reduction of the maximum penalty from $50 to $5 per initial violation).

III. THE PROPOSED SETTLEMENT

A. Essential Terms of The Settlement

If the Court preliminarily approves the Settlement, Defendant will pay a GSA of $385,000.00. *See* Settlement Agreement, § 1.24. This Settlement is non-reversionary, and Class Members will automatically receive their Individual Class Payments unless they affirmatively opt-out. *Id*., §§ 1.24, 3.1, 7.5.3. Defendant will fund the GSA pursuant to the following funding schedule: (1) $75,000.00 within thirty (30) calendar days after the Final Approval Date; (2) $108,000.00 on or before December 31, 2027; (3) $108,000.00 on or before June 30, 2028; and (4) $94,000.00 on or before December 31, 2028. *Id.*, § 4.2.

Defendant will separately pay its share of employer-side payroll taxes in addition to the GSA. *See* Settlement Agreement, §§ 3.1, 4.2.1. The Settlement is based on an estimated 12,208 aggregate workweeks. If the actual aggregate workweeks during the Class Period reach 13,429 or more, Defendant may either increase the GSA proportionally, by multiplying $385,000.00 by the

actual aggregate workweeks divided by 12,208, or end the Class Period on the date the cumulative aggregate workweeks reached 13,429. *Id*., §§ 8-8.2.

The monetary terms of the Settlement are as follows:

Gross Settlement Amount:	**$385,000.00**
Minus attorneys' fees (1/3):	$128,333.33
Minus attorneys' costs (up to):	$50,000.00
Minus Class Representative Enhancement Payment:	$7,500.00
Minus settlement administration costs (up to):	$7,750.00
Minus PAGA Settlement Amount:	$50,000.00
Net Settlement Amount:	**$141,416.67**

1. The Settlement Provides for Reasonable Monetary Payments

After deducting amounts for Court-approved attorneys' fees and costs, Plaintiff's Class Representative Enhancement Payment, settlement administration costs, and the PAGA Settlement Amount, the remaining NSA of approximately $141,416.67 will be distributed to the Class Members. *See* Settlement Agreement, § 1.31. The Settlement Administrator will calculate each Individual Class Payment by determining each participating Class Member's individual weeks worked for Defendant, based on Defendant's payroll and timekeeping records, determining the total workweeks worked by all participating Class Members during the Class Period ("Total Class Workweeks"), then dividing each participating Class Member's individual workweeks by the Total Class Workweeks, and finally multiplying the result by the NSA. *Id*., § 3.2.4.

Further, 35% of the PAGA Settlement Amount ($17,500.00) will be allocated to the Aggrieved Employees, regardless of their election to opt-out of the class action portion of the Settlement. *See* Settlement Agreement, §§ 1.27, 1.37, 7.5.4. The Settlement Administrator will calculate Individual PAGA Payments by dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA pay periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by the total number of PAGA pay periods worked by that Aggrieved Employee. *Id*., § 3.2.5.1.

Each Individual Class Payment will be allocated one-third (1/3) to wages, subject to applicable withholdings, and two-thirds (2/3) to penalties and interest, not subject to payroll tax withholdings. *See* Settlement Agreement, § 3.2.4.1. The Settlement Administrator will issue

participating Class Members an IRS Form W-2 for amounts allocated to wages and an IRS Form 1099 for amounts allocated to penalties and interest. *Id.* Each Individual PAGA Payment will be allocated 100% to penalties and reported on an IRS Form 1099. *Id*., § 3.2.4.1 & Ex. A, § 3(D).

Defendant's records indicate there are approximately 319 Class Members who worked during the Class Period. *See* Rowbotham Decl., ¶ 25. Based on the NSA allocations and before accounting for any opt-outs, Class members will receive, on average, approximately $443.31. *Id.* Class Members will receive a Class Notice providing an opportunity to opt out, dispute, or object to the Settlement, generally within 60 calendar days after mailing, subject to the procedures for re-mailed notices and omitted Class Members. *See* Settlement Agreement, §§ 1.46, 7.4.4-7.4.5. Individuals who do not submit a timely opt out of the Settlement will be bound by its terms and will release all causes of action that arose during the Class Period and are based on the factual allegations set forth in the SAC and Plaintiff's June 21, 2024, PAGA notice letter to the LWDA, or any claims that were asserted or could have been asserted based on the facts alleged in the Action or Plaintiff's June 21, 2024, PAGA notice letter to the LWDA. *Id.*, §§ 5.2, 7.5.3. Within ten (10) business days after the Full Funding Date, meaning the date Defendant fully funds the GSA, all employer-side payroll taxes, any Court-approved escalator amount, and any other amounts Defendant must pay under the Settlement Agreement separate from the GSA, the Settlement Administrator will mail all Individual Class Payments and Individual PAGA Payments to the eligible recipients. *Id*., §§ 1.23, 4.3. No release becomes effective before the Full Funding Date. *Id*., §§ 1.19, 4.2.2, 5. Class Counsel's fees and costs and Plaintiff's Class Representative Enhancement Payment will not be disbursed before the Individual Class Payments and Individual PAGA Payments. *Id*., § 4.3. Class Members will have 180 days from the date the checks are mailed to cash them. *Id.*, § 4.3.1. In the event there are any uncashed checks remaining after the void date, the Administrator shall cancel the checks and hold the corresponding funds, together with any accrued interest, pending further order of the Court. The Parties will submit the Administrator's declaration stating the amounts actually paid, the amounts represented by uncashed checks, and any accrued interest. Subject to Court approval and any required amended judgment or other post-distribution order, the Administrator shall transmit the remaining funds

and interest to Learning Rights Law Center, a nonprofit organization that provides free legal representation, advocacy, and training to underserved families whose children have been denied equal access to public education because of disability or discrimination, as the Parties' selected cy pres beneficiary. *Id*., § 4.3.3. This procedure provides for compliance with California Code of Civil Procedure § 384(b).

2. Attorneys' Fees, Costs, and Plaintiff's Enhancement Payment

As part of the Settlement, Plaintiff will apply at final approval for a Class Representative Enhancement Payment of $7,500.00 for her service to the Settlement Class. *See* Settlement Agreement, §§1.15, 3.2.1, 5.1; *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395. Plaintiff's requested Class Representative Enhancement Payment recognizes the significant benefits conferred on the Class Members due to the time and effort she expended on behalf of the Settlement Class. Specifically, Plaintiff helped procure the Settlement by providing her attorneys with information to investigate this Action, discussing her work duties and experiences with her attorneys, reviewing case-related information, remaining available to answer questions, assisting her attorneys in evaluating the claims and Defendant's defenses, making herself available on the day of mediation to answer potential questions from the mediator, staying informed regarding the Settlement, and otherwise moving the case toward resolution. *See* Bravo Decl., ¶ 5; *see* Rowbotham Decl., ¶ 26. Additionally, Plaintiff undertook significant risks by agreeing to serve as the named plaintiff (as potential employers can now search her name and see that she previously sued an employer). *See* Bravo Decl., ¶ 4; *see* Rowbotham Decl., ¶ 26.[4]

Class Counsel will also apply for an attorneys' fee award of $128,333.33 (one-third of the GSA) and up to $50,000.00 in verified costs. *See* Settlement Agreement, §§ 1.7, 1.8, 3.2.2. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel incurred substantial attorneys' fees by conducting pre-filing investigation, analyzing Plaintiff's claims,

[4] Defendant separately agreed to pay $15,000 for Plaintiff's voluntary separation and release of individual claims outside this Settlement, consisting of $9,000 to Plaintiff and $6,000 in attorneys' fees to Haines Law Group, APC. This payment is separate from the GSA and does not reduce any class or PAGA recovery. *See* Rowbotham Decl., ¶ 26.

performing legal research, reviewing documents and data produced by Defendant, retaining and working with an expert to prepare a damages model in advance of mediation, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding and the Settlement Agreement, preparing this motion for preliminary approval, and otherwise litigating the case. *See* Rowbotham Decl., ¶ 27. Class Counsel will also expend future time attending the hearing on this Motion, overseeing the Notice process, drafting the final approval motion and supporting documents, attending the final approval hearing, and completing other tasks, such as fielding questions from Class Members. *Id.* Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees and verified litigation costs at the time of seeking final approval of the Settlement. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 ("[t]he percentage of fund method survives in California class action cases…").

IV. ARGUMENT

A. Preliminary Approval Is Warranted

California Rule of Court 3.769 requires court approval of a class action settlement. The Court must independently determine whether the Settlement is fair, reasonable, and adequate. *Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130. In making that determination, the Court considers factors including the strength of Plaintiff's case, the amount offered in settlement, and the experience and views of counsel, along with the risk, expense, complexity, and likely duration of further litigation. *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801.

1. The *Dunk* Factors Support Preliminary Approval

a. The Strength of Plaintiff's Case

Class Counsel carefully vetted the claims at issue, worked with an expert to review the Class Members' timekeeping and payroll records and prepare a comprehensive damages analysis, reviewed all relevant policy documents, propounded written discovery and reviewed Defendant's written discovery responses, and took two depositions of Defendant's Persons Most Qualified. *See* Rowbotham Decl., ¶ 28. Although Plaintiff steadfastly maintains that her claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding

with class certification and trial. *Id*. As explained in detail in Section II.B, *supra,* Defendant presented numerous defenses to Plaintiff's claims, both on the merits and with respect to class certification. *Id*. Although she was prepared to litigate these claims through class certification and ultimately through trial, it was far from certain that Plaintiff would be able to recover a greater amount should this matter proceed through trial. *Id*. Thus, this factor supports preliminary approval.

b. Risk, Expense, Complexity, and Duration of Further Litigation

Although the Parties engaged in substantial formal discovery and an informational exchange prior to mediation, absent settlement, the Parties would be required to expend substantial additional time and resources conducting further extensive written discovery and depositions. *See* Rowbotham Decl., ¶ 29. Moreover, Plaintiff has not yet filed for class certification, and thus, absent settlement, the Parties would face the prospect of appeals in the wake of a disputed class certification ruling and/or an adverse summary judgment ruling. Even if Plaintiff succeeded in certifying one or more classes, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids these considerable costs, risks, and the accompanying burden of continued litigation on the Court. Thus, this factor supports preliminary approval.

c. Amount Offered in Settlement Given Realistic Value of Claims

This proposed Settlement provides a fair and reasonable recovery for the Settlement Class in the face of disputed claims. Class Counsel analyzed Defendant's produced records and evaluated the potential recovery on each claim in light of the available evidence and the risks of continued litigation. Where separate reductions are applied for certification and merits risks, the merits reduction applies to the amount remaining after the certification reduction. These reductions reflect Class Counsel's assessment of the distinct risks affecting recovery and are applied sequentially, as follows:

Unpaid Wages: Off-the-Clock Work and Payroll Discrepancies: **$130,668**

Plaintiff estimates that employees spent approximately 1 hour per workweek performing off-the-clock work that was not reflected in Defendant's timekeeping records. *See* Rowbotham

Decl., ¶ 30. Plaintiff calculates the undiscounted exposure for this work at approximately $304,563 (12,134 workweeks x 1 hour x $25.10 average hourly rate of pay). *Id*. Defendant disputes whether, and to what extent, employees performed uncompensated work outside their recorded hours and contends that these questions require individualized inquiries. *Id*. Plaintiff therefore discounted this component by 60% for the risk of non-certification and by an additional 40% for the risk of an adverse determination on the merits or a finding that the estimated amount of unrecorded work was overstated, resulting in estimated exposure of approximately $73,095. *Id*.

Separately, Plaintiff's expert identified a net discrepancy of approximately 3,584 hours between Defendant's timekeeping and payroll records, resulting in estimated unpaid wages of approximately $89,958 (3,584 hours x $25.10 average hourly rate). *See* Rowbotham Decl., ¶ 31. This component concerns recorded time and does not duplicate the unrecorded work estimated above. *Id*. Because this component rests on a comparison of Defendant's records, Plaintiff assigned it a lower certification discount. *Id*. Nevertheless, recovery would depend on establishing that the identified differences reflect compensable time that remained unpaid, rather than differences in the records or payments otherwise accounted for. *Id*. Plaintiff therefore discounted this component by 20% for certification risk and by an additional 20% for the risk that further reconciliation or an adverse merits determination would reduce recovery, resulting in estimated exposure of approximately $57,573. *Id*.

The combined estimated exposure for these unpaid wage claims is approximately $130,668. *See* Rowbotham Decl., ¶ 32.

Meal Period Violations: **$47,481**

Plaintiff's data analysis identified approximately 3,363 apparent first meal period violations on workdays exceeding six hours. *See* Rowbotham Decl., ¶ 33. Accordingly, Plaintiff calculated Defendant's undiscounted exposure on this claim at approximately $84,411 (3,363 apparent meal period violations x $25.10 premium rate). *Id*.

Defendant asserts that it maintained lawful meal period policies and practices and that employees voluntarily chose to take late, short, or no meal periods. *See* Rowbotham Decl., ¶ 34.

Plaintiff contends that Defendant's records and scheduling practices provide common evidence supporting this claim. *Id*. Nevertheless, the Parties dispute whether gaps between appointments represented duty-free meal periods and whether Defendant could rebut the apparent violations through evidence of actual work schedules and employee choices. *Id*. Taking these risks into account, while recognizing the conservative assumptions already incorporated into the analysis, Plaintiff discounted the modeled exposure by 25% for certification risk and by an additional 25% for the risk of an adverse determination on the merits or a reduction in the number of compensable violations, resulting in estimated exposure of approximately $47,481. *Id*.

Rest Period Violations: **$71,229**

Plaintiff's data analysis revealed approximately 16,216 rest period violations through the April 22, 2026 mediation date, counting no more than one rest period violation per employee per workday. *See* Rowbotham Decl., ¶ 35. Accordingly, Plaintiff calculated Defendant's maximum potential exposure on this claim at $407,022 (16,216 rest period violations x $25.10 premium rate). *Id*.

Defendant argues that it authorized and permitted rest periods in accordance with California law and that individualized inquiries would be necessary to determine whether employees were denied required breaks. *See* Rowbotham Decl., ¶ 36. Plaintiff contends that Defendant's centralized scheduling practices and separately recorded rest periods provide common evidence supporting certification and liability. *Id*. Nevertheless, Plaintiff would face disputes concerning whether the absence of a recorded rest period established that a required break was not authorized and permitted, whether employees took breaks outside the recorded entries, and whether those questions could be resolved through common proof. *Id*. In light of these distinct certification and merits risks, Plaintiff discounted the modeled exposure by 50% for the risk of non-certification and by an additional 65% for the risk of an adverse merits determination or a reduction in the number of compensable violations, resulting in estimated exposure of approximately $71,229. *Id*.

Failure to Reimburse Violations: **$68,104**

Plaintiff also asserts that Class Members were required to use their personal cellular

phones for work purposes, including as a WiFi hotspot, and their home internet to access work related messages. *See* Rowbotham Decl., ¶ 37. Based on Plaintiff's data analysis, Class Members worked a total of approximately 1,397 months without any reimbursement for cellular phone and WiFi use during the Class Period. *Id.* Therefore, Plaintiff calculates Defendant's maximum exposure for unreimbursed cell phone and home internet use at approximately $139,700.00 ($100/month x 1,397 months). *Id.*

Defendant disputes that Class Members incurred unreimbursed necessary business expenses in the amounts claimed. *See* Rowbotham Decl., ¶ 38. Although Plaintiff relies on Defendant's communication requirements and testimony concerning personal cellular phone and home internet use, recovery would depend on establishing the reasonable work-related portion of those expenses and the extent to which the $100 monthly estimate applied across the Class. *Id*. Defendant also began providing a cellular phone reimbursement of $2.50 per pay period in March 2026, and any amounts actually reimbursed would have to be credited against the corresponding expenses. *Id*. Plaintiff therefore discounted the modeled exposure by 25% for certification risk arising from differences in employees' required use and by an additional 35% for the risk of an adverse merits determination or recovery of a lower reasonable reimbursement amount, resulting in estimated exposure of approximately $68,104. *Id*.

Wage Statement Penalties: **$61,307**

According to the key data points provided by Defendant, approximately 161 Class Members are eligible for wage statement penalties, and a total of 2,416 wage statements were issued during the relevant period. *See* Rowbotham Decl., ¶ 39. Plaintiff calculated Defendant's maximum possible wage statement exposure as approximately $233,550 ((161 initial violations x $50 per pay period) + (2,255 subsequent pay periods x $100 per pay period)). *Id*.

Recovery of statutory wage statement penalties requires proof of injury and a knowing and intentional failure to comply with Labor Code § 226. Defendant disputes that Plaintiff can establish those requirements and asserts that it reasonably and in good faith believed its wage statements complied with the law. *See* Rowbotham Decl., ¶ 40; *Naranjo v. Spectrum Security Services, Inc*. (2024) 15 Cal.5th 1056. Plaintiff therefore discounted the modeled exposure by

25% for the risk that the necessary underlying violations could not be established on a classwide basis and by an additional 65% for the distinct risk of failing to establish the statutory requirements for penalties, resulting in estimated exposure of approximately $61,307. *See* Rowbotham Decl., ¶ 40.

Waiting Time Penalties: **$87,348**

Based on data provided by Defendant, approximately 232 Class Members separated their employment during the three-year relevant period applicable to this claim. *See* Rowbotham Decl., ¶ 41. Plaintiff calculated Defendant's maximum exposure for this claim at approximately $873,480 (232 former employees x avg. penalty of $3,765 ($25.10 average regular rate of pay x 5 hours x 30 days)). *Id*.

Defendant disputes that former employees had unpaid wages at separation and contends that any failure to pay was not willful because it reasonably and in good faith believed that all wages had been paid. *See* Rowbotham Decl., ¶ 42. Although success on any of Plaintiff's unpaid wage or premium pay theories could support this claim, recovery would require identifying the affected former employees, establishing wages due at separation, and determining the applicable penalty period. *Id*. Plaintiff therefore discounted the modeled exposure by 50% for the risk that entitlement to penalties could not be established on a classwide basis and by an additional 80% for the distinct risks of failing to establish willfulness, an objectively reasonable good-faith dispute precluding penalties, or recovery of less than the assumed 30-day penalty, resulting in estimated exposure of approximately $87,348. *Id*.

PAGA Penalties: **$48,320**

Plaintiff calculates an undiscounted PAGA exposure estimate of approximately $241,600 using one $100 default penalty per employee pay period (2,416 employee pay periods x $100). *See* Rowbotham Decl., ¶ 43; Labor Code § 2699(f)(2)(A). This estimate does not assume cumulative penalties for every alleged Labor Code violation. *See* Rowbotham Decl., ¶ 43. Recovery would depend on establishing the underlying violations and the number of employee pay periods affected by those violations. *Id*. Plaintiff therefore discounted this estimate by 50% to account for the risk of an adverse merits determination or proof supporting penalties for fewer

employee pay periods. *Id*. Plaintiff applied an additional 60% reduction to account for the Court's discretion under Labor Code § 2699(e)(2) to award a lesser amount based on the facts and circumstances of the case, resulting in estimated exposure of approximately $48,320. *See* Rowbotham Decl., ¶ 43.

The Settlement allocates $50,000.00 to PAGA penalties, representing approximately 12.99% of the Gross Settlement Amount and 20.70% of the undiscounted PAGA estimate, and exceeding the adjusted PAGA estimate of $48,320. Of that allocation, $32,500.00 will be paid to the LWDA and $17,500.00 will be distributed to the Aggrieved Employees based on their PAGA pay periods.

Using these estimates, Plaintiff calculates aggregate adjusted exposure of approximately $514,457, compared with undiscounted modeled exposure of approximately $2,374,284 before interest. *See* Rowbotham Decl., ¶ 44. The $385,000 Gross Settlement Amount represents approximately 74.84% of the adjusted exposure and 16.22% of the undiscounted modeled exposure. *Id*. Class Counsel also considered Defendant's financial condition, the resulting need to fund the Settlement in installments, and the risk of collecting a larger judgment following continued litigation. *Id*. The installment schedule accommodates those financial limitations while providing that no release becomes effective until full funding and that Class Counsel's fees and costs and Plaintiff's Class Representative Enhancement Payment will not be disbursed before the Individual Class Payments and Individual PAGA Payments. *See* Settlement Agreement, §§ 4.2-4.3. Considering the evidence supporting Plaintiff's claims, the specific risks affecting certification and recovery, Defendant's financial limitations, and the expense and delay of continued litigation, Plaintiff submits that the Settlement provides a fair, reasonable, and adequate compromise warranting preliminary approval.

d. <u>The Experience and Views of Counsel</u>

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is represented by competent and experienced counsel who possess extensive experience litigating wage and hour

class actions from both the plaintiff and defense sides, and who have been appointed as class counsel in numerous cases alleging similar claims. *See* Rowbotham Decl., ¶¶ 2-7; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-11; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9; Declaration of Susan J. Perez ("Perez Decl."), ¶¶ 2-9. Class Counsel conducted an extensive review and analysis of Defendant's produced timekeeping and payroll records, took the two depositions of Defendant's Person Most Qualified, and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *See* Rowbotham Decl., ¶ 45. It was only after the completion of this work that the Parties attended mediation and ultimately accepted a mediator's proposal for a class-wide settlement of all claims at issue. *Id*. Thus, this factor supports preliminary approval.

B. COURT SHOULD CERTIFY THE PROPOSED SETTLEMENT CLASS

The proposed Settlement Class satisfies the criteria for certification of a settlement class under California law because: (1) the individuals in the Settlement Class are so numerous that joinder would be impractical; (2) common questions of law and fact predominate over individual questions such that class certification is the most efficient and desirable way to maintain this litigation; (3) Plaintiff's claims are typical of the claims of the absent Class Members; and (4) Plaintiff and her counsel will fairly and adequately represent the interests of the absent Class Members. *See* Cal. Code Civ. Proc. § 382; *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326-327.

1. Proposed Class is Ascertainable and Numerous

A class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp*. (2010) 189 Cal.App.4th 905, 919. Here, the proposed Settlement Class is defined as all current and former non-exempt employees of Defendant in California who worked at any time during the Class Period. *See* Rowbotham Decl., ¶ 46. According to Defendant's records, the Settlement Class consists of approximately 319 individuals, rendering joinder of all Class Members impracticable. *Id.* Thus, the proposed Settlement Class satisfies the numerosity requirement.

2. Common Issues of Law and Fact Predominate

The focus in a certification dispute is not on the merits of the case, but rather on what types of questions, "common or individual," are likely to arise in the action. *See Sav-On, supra*, 34 Cal.4th at 327. Here, Plaintiff's claims are predicated on uniform company policies, principally revolving around Defendant's wage and hour policies and practices. These types of claims are commonly held to be proper for class certification. *See, e.g., Brinker, supra*, 53 Cal.4th at 1032-1034.

3. Claims of the Named Plaintiff Are Typical

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347. Here, Plaintiff's claims are typical of those of the proposed Settlement Class. Like other Class Members, Plaintiff was employed by Defendant in California during the Class Period and was impacted by the same wage and hour violations. *See* Bravo Decl., ¶¶ 2-3. Plaintiff's claims are typical since she was impacted by the same policies that allegedly injured the Settlement Class as a whole and subject to the same defenses raised by Defendant.

4. Plaintiff and Class Counsel Will Adequately Represent the Class

The adequacy of representation requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *See Capitol People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 697. Here, Plaintiff and Class Counsel will adequately represent the Settlement Class, as there are no conflicts between Plaintiff and the Settlement Class she seeks to represent, and Plaintiff possesses claims that are in line with those of the Class. *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442. Class Counsel also has extensive experience in wage and hour class action litigation. *See* Rowbotham Decl., ¶¶ 2-7; Haines Decl., ¶¶ 2-14; Schmidt Decl., ¶¶ 2-9; and Perez Decl., ¶¶ 2-5.

C. COURT SHOULD APPROVE THE PROPOSED CLASS NOTICE AND DIRECT ITS DISTRIBUTION

This Court should order distribution of the proposed Class Notice to the Class Members and Aggrieved Employees using the last known addresses provided by Defendant. This manner

of notice is the "best notice practicable" under the circumstances because it provides "individual notice to all members who can be identified through reasonable effort." *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. Defendant will provide Class Members' and Aggrieved Employees' last known addresses as part of the Class Data delivered to the agreed upon Settlement Administrator, Apex Class Action LLC ("Apex"). *See* Settlement Agreement, §§ 1.2, 1.9, 4.1. Prior to mailing the Class Notice, Apex will search for updated addresses using the National Change of Address database ("NCOA"). *Id.*, § 7.4.2. The content of the proposed Class Notice satisfies California Rule of Court 3.766(d) because it advises putative Class Members of the nature of the claims, the key terms of the Settlement, a timeline to opt out or object to the Settlement and the procedure by which to do so, explains the recovery formula and expected recovery amount, and advises them that they will be bound by the terms of the Settlement if they do not opt out. *See* Rowbotham Decl., Exhibit 1, Ex. A (Class Notice). The proposed Class Notice will also notify Class Members of the final approval hearing date, provide contact information for Class Counsel, and advise them that they may enter an appearance through counsel if they wish to. *Id.* This manner of notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Settlement Class members.

D. COURT SHOULD SET A FINAL APPROVAL HEARING

Finally, this Court should set a hearing for final approval of the Settlement on a date appropriately scheduled to follow the deadline for Class Members to submit written objections to the Administrator or opt out, including any applicable extensions for re-mailed notices. *See* California Rule of Court 3.769.

V. CONCLUSION

For these reasons, Plaintiff respectfully requests preliminary approval of the Settlement, provisional certification of the Settlement Class, and entry of the accompanying proposed order.

Dated: October 21, 2026

HAINES LAW GROUP, APC

By: _____
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