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Electronically FILED by Superior Court of California, County of Los Angeles 10/17/2025 10:00 PM David W. Slayton, Executive Officer/Clerk of Court, By S. Drew, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PATRICIA NAVARRETE, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

ARROYO VISTA FAMILY HEALTH FOUNDATION, a California nonprofit corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV18934
Related Case No.: 25STCV07589

Assigned for all purposes to:
Hon. Elihu M. Berle
Dept. 6

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: November 25, 2025
Time: 9:00 a.m.
Dept.: 6

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on either November 25, 2025 at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 6 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Patricia Navarrete ("Plaintiff") will and hereby does move this Court for an Order:

1. Granting preliminary approval of the proposed Class Action and PAGA Settlement Agreement ("Settlement");
2. Conditionally certifying the proposed Class for settlement purposes only;
3. Appointing Plaintiff as the Class Representative;
4. Appointing Wilshire Law Firm, PLC as Class Counsel;
5. Appointing ILYM Group, Inc. ("ILYM") as the Settlement Administrator; and
6. Setting a final approval hearing date.

Pursuant to California Rules of Court, Rule 3.769(d) and (e), this Motion is made on the grounds that the proposed Settlement satisfies all criteria for preliminary approval and falls well within the range of reasonableness. The Settlement was reached through informed, arm's length bargaining between experienced attorneys with the assistance of an experienced neutral, and Plaintiff and Plaintiff's Counsel will fairly and adequately represent the Class.

This Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declaration of John G. Yslas, the Declaration of Patricia Navarrete, the Declaration of Sean Hartranft, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

Respectfully submitted,

Dated: October 17, 2025 **WILSHIRE LAW FIRM, PLC**

By: Lisa Iturriaga
Lisa B. Iturriaga
Attorneys for Plaintiff

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I. INTRODUCTION

Pursuant to California Rules of Court, Rule 3.769(d) and (e), Plaintiff seeks preliminary approval of a class action settlement of wage and hour claims, including representative claims brought under the Private Attorneys' General Act of 2004 ("PAGA"), against Defendant Arroyo Vista Family Health Foundation ("Defendant") (hereinafter, with Plaintiff, collectively referred to as the "Parties"). The proposed Class is defined as all persons who worked for Defendant in California as an hourly-paid or non-exempt employee ("Class Members") at any time during the Class Period of July 30, 2020 through the date of preliminary approval ("Class Period"). The main terms of the Settlement are as follows:

1. A Gross Settlement Amount of $750,000.00, which will be distributed to approximately 286 Class Members on a pro rata basis according to the total workweeks worked by each Class Member during the Class Period;
2. Attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (currently $250,000.00) and up to $25,000.00 in reimbursement of litigation costs to Plaintiff's Counsel;
3. A class representative service payment of up to $10,000.00 to Plaintiff Patricia Navarrete;
4. Costs of settlement administration of up to $10,000.00; and
5. Allocation of $15,000.00 to PAGA penalties, seventy-five percent (65%) of which ($9,750.00) will be paid to the Labor and Workforce Development Agency ("LWDA"), and twenty-five percent (35%) of which ($5,250.00) will be paid to all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period of March 17, 2024 through the date of preliminary approval ("Aggrieved Employees").

The Settlement meets all criteria for preliminary approval and falls within the range of reasonableness given the risks and expenses of further litigation. The Settlement was reached through informed, arm's length bargaining between experienced attorneys with the assistance of an experienced neutral. As such, Plaintiff requests that the Court grant preliminary approval of the

Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiff as the Class Representative, appoint Plaintiff's Counsel as Class Counsel, appoint ILYM Group, Inc. ("ILYM") as the Settlement Administrator, authorize the Settlement Administrator to administer notice of the Settlement to the Class, and set a final approval hearing date.

II. PROCEDURAL HISTORY

On July 30, 2024, Plaintiff filed a Class Action Complaint against Defendant Arroyo Vista Family Health Foundation ("Defendant") alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested employment records; and (9) unfair business practices. Declaration of John G. Yslas in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Yslas Decl.") at ¶ 3.

On June 20, 2024, Plaintiff provided written notice to the LWDA and Defendant of her intention to file a PAGA claim (LWDA-CM-1035373-24) as required by Lab. Code § 2699.3(a). Yslas Decl. at ¶ 4. LWDA did not notify Plaintiff that it intended to investigate. *Id*. On March 17, 2025, Plaintiff filed a PAGA Representative Action Complaint for civil penalties pursuant to Labor Code § 2699, *et seq*. Yslas Decl. at ¶ 4.

The Parties subsequently participated in a private mediation with mediator Kelly Knight, on April 29, 2025. Yslas Decl. at ¶ 5. With the help of Ms. Knight, the Parties were ultimately able to reach an agreement on general settlement terms and executed a Memorandum of Understanding shortly thereafter. *Id.* The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interest of their clients. *Id.*

The parties negotiated the terms of the Settlement over the next several months and ultimately finalized the Settlement Agreement on September 15, 2025. *Id.* at ¶ 6, Exhibit 1 ("Settlement Agreement"). On October 17, 2025, Plaintiff submitted a copy of the Settlement Agreement to the LWDA. *Id.* at ¶ 7, Exhibit 2.

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III. SUMMARY OF THE SETTLEMENT TERMS

A. Terms of the Proposed Settlement

The parties have agreed to settle the claims alleged in this case for a Gross Settlement Amount of $750,000.00. Settlement Agreement at §§ 1.23, 3.1. Subject to Court approval, the following payments will be deducted from the Gross Settlement Amount: (1) a class representative service payment of up to $10,000.00 to Patricia Navarrete; (2) attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (currently $250,000.00) and reimbursement of actual litigation costs to Plaintiff's Counsel currently estimated not to exceed $25,000.00; (3) costs of settlement administration of up to $10,000.00 to ILYM; and (4) PAGA penalties in the amount of $15,000.00, which will be allocated 65% to the LWDA ($9,750.00) and 35% to Aggrieved Employees ($5,250.00). *Id.* at §§ 3.2.1-3.2.5. After all requested deductions are made, the remaining Net Settlement Amount is currently estimated to be $440,000.00.

Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks. *Id*. at § 3.2.4. For tax purposes, the individual class payments will be allocated 20% to wages and 80% to penalties, interest, and reimbursement of expenses. *Id*. at § 3.2.4.1. Defendant will separately pay any and all employer payroll taxes owed on the wage positions of the Individual Class Payments separate from the Gross Settlement Amount. *Id*. at § 3.1.

Individual PAGA Payments to Aggrieved Employees will be calculated by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($5,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. *Id*. at § 3.2.5.1. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. *Id*. For tax purposes, the Individual PAGA Payments will be allocated 100% to penalties.

Any deductions not approved by the Court will be retained by the Settlement Administrator in the Net Settlement Amount. *Id.* at §§ 3.2.1-3.2.3. Funds from any uncashed checks will be transmitted by the Settlement Administrator to the National Employment Law Project thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). *Id.* at § 4.4.3. None of the Gross Settlement Amount will revert to Defendant. *Id*. at § 3.2.

B. Proposed Settlement Administration

The Parties' proposed Class Notice complies with the requirements of California Rules of Court, Rule 3.766(d). *See* Exhibit A to Settlement Agreement. It provides information regarding the nature of this lawsuit, a summary of the settlement terms, the formula used for calculating Individual Class Member and PAGA Payments and instructions to dispute the calculations, instructions on how to opt-out of or object to the Settlement, the date, time, and location of the final approval hearing, and the amounts sought for the class representatives service payment, attorneys' fees and litigation costs, and settlement administration costs. *See generally, Id*. The Class Notice also notifies Class Members that they do not need to submit a claim in order to participate in the Settlement and receive a payment. *See Id*. The Settlement Administrator will mail Class Members the Class Notice by first-class mail in English with a Spanish translation. Settlement Agreement at §§ 1.12, 7.4.2.

If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail the Class Notice no later than five (5) calendar days to the forwarding address provided by the U.S. postal Service. *Id*. at § 7.4.3. The deadline to opt-out of the Settlement or to submit an objection or dispute will be extended by 14 days for all Class Members whose Class Notice was remailed. *Id*. at §7.4.4.

C. Proposed Release

All Participating Class Members will release all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226,432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.).* The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Actions or could have been asserted in the Actions based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period. Settlement Agreement at § 5.2.

All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiffs June 20, 2024 PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197 .1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210,226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 - 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226,432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period. *Id.* at § 5.3. Only Plaintiff will agree to a general release and a waiver of Civil Code § 1542. *Id.* at §§ 5.1, 5.1.1.

IV. THE PROPOSED SETTLEMENT AGREEMENT MEETS ALL CRITERIA FOR PRELIMINARY APPROVAL

A. Provisional Certification of the Class is Appropriate

Class certification is appropriate when there is: (1) an ascertainable and sufficiently numerous class; (2) a well-defined community of interest among class members; and (3) substantial benefits from certification that render proceeding as a class superior to the alternatives. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1021 (2012). Although courts still need to review and consider each element for certification, a lesser standard can be used to provisionally certify a settlement class. *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th 836, 859 (2003).

1. The Proposed Class is Numerous and Ascertainable

"Ascertainability" is determined by examining the class definition and the size of the class, and may also involve examining the means available to identify class members. *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-981, 985-986 (2019). As the settlement eliminates the need for trial, "the case management issues inherent in the ascertainable class determination need not be confronted." *Global Minerals*, 113 Cal.App.4th at 859. Further, under California law, there is no minimum number of class members for maintenance of a class action. *Hendershot v. Ready to Roll Transp., Inc.*, 228 Cal.App.4th 1213, 1222 (2014). Class sizes as small as 10 have been permitted. *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981), disapproved on other grounds by *Noel*, 7 Cal.5th at 986.

The Class here consists of all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period. *See* Settlement Agreement at § 1.5. The Class is also readily ascertainable from Defendant's business records, because all Class Members are or were employees of Defendant. Yslas Decl. at ¶ 9. Defendant's records show there are approximately 286 Class Members, making joinder of all Class Members impracticable. *Id.*

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2. A Well-Defined Community of Interest Exists

The community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. *Brinker*, 53 Cal.4th at 1021.

a. Common Questions Predominate

In determining whether common issues "predominate," courts consider both plaintiff's legal theories and defendant's affirmative defenses. *Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal.4th 1, 28-29 (2014). The "predominate common questions" factor does not require that all class members have identical claims. *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal.4th 522, 530 (2014). Rather, the focus is on whether issues shared by the class members are sufficiently uniform to permit class-wide assessment, and whether individual variations in proof on those issues are manageable. *Id.*

Plaintiff has alleged that Defendant maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. Yslas Decl. at ¶ 10. These allegations present common factual and legal questions of, *inter alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members are entitled to damages and/or penalties. *Id*. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendant's designated representative(s), and Class Members' testimony. *Id*. Therefore, the Court can and should exercise its discretion to grant conditional class certification for settlement purposes.

b. Plaintiff is Typical of the Class

Typicality does not require that the representative plaintiff's claims and those of the class members be identical or perfectly aligned. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 228 (2001), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th

260, 269-280 (2018). Typicality does not require that a plaintiff's claims be identical to those of other class members, only that their claims and the defenses applicable to them are sufficiently similar to those of other class members that a named plaintiff is able to adequately represent the class and focus on common issues. *Medrazo v. Honda of North Hollywood*, 166 Cal.App.4th 89, 99 (2008).

Plaintiff has alleged that she and Class Members were employed by the same Defendant and injured by Defendant's common wage and hour policies and practices, including Defendant's scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies. *See* Yslas Decl. at ¶ 10. Through informal discovery, including the production of documents by Defendant, Plaintiff confirmed that these challenged policies and practices applied to Plaintiff as well as Class Members. *See Id.* at ¶ 8. Therefore, Plaintiff's claims and Class Members' claims arise from the same challenged employment policies and practices and are based on the same legal theories.

c. Plaintiff and Plaintiff's Counsel Will Adequately Represent the Class

Certification requires adequacy of both the proposed class representative and of the proposed class counsel. Cal. Code Civ. Proc. § 382. "Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status." *Richmond v. Dart Industries*, 29 Cal.3d 462, 470 (1981). Only conflicts that are "irreconcilable" can defeat adequacy. *Nat'l Solar Equip. Owners' Ass'n v. Grumman Corp.*, 235 Cal.App.3d 1273, 1286 (1991). The proposed representative Plaintiff and proposed Class Counsel present no such conflict.

Plaintiff's interests are coextensive with Class Members' interests. Declaration of Patricia Navarrete in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Navarrete Decl.") at ¶ 6. Plaintiff has demonstrated an ability to advocate for the interests of Class Members by initiating this lawsuit, gathering documents and information, being available on the day of mediation to answer questions, meeting with her attorneys to understand the claims and theories of liability at issue, assisting her attorneys in preparation for mediation, and reviewing the proposed Settlement. Navarrete Decl. at ¶ 7.

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Likewise, Wilshire Law Firm, PLC has expended considerable time and effort on this case and will continue to do so through final approval. *See generally*, Yslas Decl. Therefore, Plaintiff should be appointed Class Representative, and her counsel should be appointed Class Counsel.

3. A Class Action is Superior to a Multitude of Individual Lawsuits

Courts have held that class treatment of wage and hour claims is clearly "superior to the other available methods for the fair and efficient adjudication of the controversy." *Dean Witter Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 772-773 (1989). This is so because "[p]ublic policy has long favored the 'full and prompt payment of wages due an employee.'" *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, a class action is superior to a multitude of individual lawsuits. Given the size and amount of each Class Members' claims, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweighs any potential recovery. Yslas Decl. at ¶ 9. Therefore, a class action is the superior method for seeking relief.

B. The Settlement Meets the Standards for Preliminary Approval

The moving party must demonstrate that "the settlement is fair, adequate and reasonable." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 126 (2008). "In determining whether a class settlement is fair, adequate, and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Wershba*, 91 Cal.App.4th at 244-245 (internal quotations and citations omitted).

1. The Settlement is Entitled to a Presumption of Fairness

A settlement is entitled to "a presumption of fairness . . . where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). The Settlement here satisfies the first three factors. Plaintiff will analyze the fourth factor at final approval after Class Members have been notified of the Settlement and provided with an opportunity to object.

a. The Settlement is the Result of Arm's Length Negotiation

Courts have recognized that the involvement of a respected mediator provides a high degree of assurance that the settlement is the result of arm's length bargaining. *See Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 52-53 (2008). The Settlement in this matter was achieved with the assistance of a respected mediator following a full day of mediation. Yslas Decl. at ¶ 5. The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their clients. *Id.*

b. Sufficient Investigation and Discovery Have Been Conducted

Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims, applicable law, and potential defenses. *Id.* at ¶ 8. Plaintiff's Counsel assessed the value to the class claims using the documents and data Defendant produced in informal discovery, including class data providing the dates of employment for Class Members, Plaintiff's personnel file, employment handbooks and policies, job descriptions, and a representative sampling of time and payroll records. *Id.*

c. Plaintiff's Counsel is Experienced in Similar Litigation

Plaintiff is represented by Wilshire Law Firm, PLC. *Id.* at ¶ 18. Plaintiff's Counsel have extensive experience litigating wage and hour class actions on behalf of employees. *See Id.* at ¶¶ 19-33. Plaintiff's Counsel have been involved as counsel in numerous class actions that have resulted in millions of dollars in recovery. *See Id.*

2. The Settlement is Reasonable Given the Strengths of Plaintiff's Claims and the Risks and Expense of Further Litigation

A settlement does not have to provide 100% of the damages sought to be considered fair and reasonable. *See Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1991). Although the exposure Plaintiff's Counsel calculated is substantial, the various risks at succeeding at class certification and through trial affected the valuation of the claims for settlement purposes. Yslas Decl. at ¶ 11.

<u>Minimum and Overtime Wages</u>: Plaintiff's unpaid minimum and overtime wage claims were based on the allegation that Defendant required Class Members to perform work duties before clocking in. *Id.* at ¶ 12. Based on Plaintiff's estimate that they worked a total of 1 hour off-the-clock each week, Plaintiff's Counsel assumed each Class Member worked 1-hour off-the-clock per week in calculating potential exposure to be approximately $1,174,807.40 for these claims. *Id.* However, Defendant argued that any off-the-clock time was undocumented and unknown to Defendant, and that Defendant was therefore not obligated to pay for this time. *Id.* Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendant's time and payroll records, the risk of succeeding at class certification was substantial. *Id.* Accordingly, Plaintiff's Counsel applied a risk discount based on a 40% chance of succeeding at class certification and a 30% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately $140,976.89 ($1,174,807.40 x 40% x 30%), or approximately 19% of the Gross Settlement Amount. *Id.*

<u>Meal Periods</u>: Plaintiff's meal period claim was based on the allegation that Defendant failed to maintain a policy and practice of paying meal period premiums when Class Members' meal periods were late, short, or missed. *Id*. at ¶ 13. Plaintiff's Counsel found a violation rate of approximately 23.9% in Defendant's time and payroll records and calculated potential exposure on this claim to be approximately $861,057.71. *Id*. However, Defendant argued that it paid some meal period premiums and that Class Members signed meal period waivers. *Id*. Accordingly, Plaintiff's Counsel applied a risk discount based on a 50% chance of succeeding at class certification and a 50% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately $215,264.43 ($861,057.71 x 50% x 50%), or approximately 29% of the Gross Settlement Amount. *Id*.

<u>Rest Breaks</u>: Plaintiff's rest break claim was based on the allegation that Defendant failed to provide Class Members rest periods and/or failed to maintain a policy and practice of paying rest break premiums when Class Members' rest breaks were late, short, or missed. *Id*. at ¶ 14.

Plaintiff's Counsel applied a 50% violation rate to all shifts over 3.5 hours and calculated a potential exposure of $1,801,375.97 for this claim. *Id*. Because this claim would have relied exclusively on Class Member testimony, Plaintiff's Counsel applied a risk discount based on a 30% chance of succeeding at class certification and a 30% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately $162,123.84 ($1,801,375.97 x 30% x 30%), or approximately 22% of the Gross Settlement Amount. *Id*.

<u>Reimbursements</u>: Plaintiff's reimbursement claim was based on the allegation that Defendant required Class Members to use their personal cell phones and drive their own personal vehicles to carry out their job duties. *Id.* at ¶ 15. Based on Plaintiff's estimate that she incurred $20 in unreimbursed expenses per month, Plaintiff's Counsel assumed each Class Member incurred $20 in unreimbursed expenses per month in calculating potential exposure to be approximately $169,305.00 for this claim. *Id.* However, Defendant argued that these expenses were not required by Defendant and highly individualized. *Id.* Accordingly, Plaintiff's Counsel could not attribute any value to this claim in terms of settlement value.

<u>Derivative Penalties</u>: Plaintiff alleged that as a result of Defendant's alleged failure to pay all wages and meal and rest period premiums owed, Defendant owed waiting time penalties and wage statement penalties. *Id.* at ¶ 16. However, Defendant argued that it had good faith defenses that made the imposition of these penalties unwarranted. *Id.* Moreover, Plaintiff could not recover these penalties if she failed to prove the underlying claims. *Id.* Plaintiff's Counsel calculated that potential exposure for the waiting time penalty claim was approximately $1,298,681.53 (assuming 30 days per employee at 8.1 hours per day, based on the average hours per shift), and approximately $880,000.00 for the wage statement penalty claim (based on $50 for the first violations and $100 for subsequent violations, with a $4,000 employee maximum). *Id.* However, considering that the underlying claims are realistically estimated to be approximately $518,365.15, such a disproportionate award would also raise due process concerns. *Id.* at ¶ 16. As such, Plaintiff discounted the figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately $116,881.34 ($1,298,681.53 x 30% x 30%) for waiting time penalty claims, or approximately 16% of the Gross Settlement Amount and approximately

$79,200.00 ($880,000.00 x 30% x 30%) for wage statement penalty claims, or approximately 11% of the Gross Settlement Amount. *Id*.

PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's potential exposure could potentially reach $597,300.00, assuming the initial $100 penalty would apply for each of the 5,973 pay periods in the PAGA Period. *Id.* at ¶ 17. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including whether the amount of the award would be unjust, arbitrary and oppressive, or confiscatory. *Id.* As such, Plaintiffs allocated $15,000.00 of the Gross Settlement Amount to settle the PAGA claims, or approximately 2% of the Gross Settlement Amount. *Id.*

C. The Requested Service Payment is Reasonable

Plaintiff seeks a Class Representative Service Payment of up to $10,000.00 for Plaintiff Patricia Navarrete, for accepting the responsibilities of representing the interests of the Class and potential costs that were not borne by any other Class Member. Settlement Agreement at § 3.2.1. A named plaintiff is eligible for payment that reasonably compensates her for undertaking and fulfilling a fiduciary duty to represent absent class members. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380, 1393 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004).

Throughout this case, Plaintiff assisted counsel in gathering evidence necessary to prosecute the claims, maintained regular contact with counsel, was available on the day of mediation to answer questions, and reviewed the Settlement to ensure it was fair to the Class. Navarrete Decl. at ¶ 7. No action would likely have been taken by Class Members individually and no compensation would have been recovered for them, but for Plaintiff's services on behalf of the Class. By actively pursuing this action, Plaintiff furthered the California public policy goal of enforcing the State's wage and hour laws. *See Sav-On*, 34 Cal.4th at 340. The requested Class Representative Service Payment is reasonable and should be preliminarily approved.

D. The Requested Attorneys' Fees and Costs Are Reasonable

The purpose of an attorneys' fee award in class action litigation is to reward counsel who invested in a case despite the risk of non-payment and achieved a substantial positive result for the class. California courts routinely award attorneys' fees equaling one-third or more of the potential value of the common fund. *See Chavez*, 162 Cal.App.4th at 66, fn. 11 ("Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.").

Plaintiff seeks appointment of Wilshire Law Firm, PLC as Class Counsel. The attorneys performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment. Yslas Decl. at ¶¶ 19-33. Plaintiff's Counsel seeks preliminary approval for $250,000.00 in attorneys' fees, which is up to one-third (1/3) of the Gross Settlement Amount, and reimbursement of actual litigation costs not to exceed $25,000.00. Given the work performed in this matter, the extensive information exchange, and the substantial recovery obtained on behalf of the Class, Plaintiff's Counsel achieved a settlement through efficient and diligent work. *See generally*, Yslas Decl. At final approval, Plaintiff's Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs.

V. CONCLUSION

The Parties have negotiated a fair and reasonable settlement of the class claims in light of the risks presented in this case. Plaintiff has presented the materials and information necessary to demonstrate that the requirements for preliminary approval have been met, and therefore respectfully requests that the Court preliminarily approve the Settlement and schedule a date for the final approval hearing.

Respectfully submitted,

Dated: October 17, 2025 **WILSHIRE LAW FIRM, PLC**

By: Lisa Iturriaga

Lisa B. Iturriaga
Attorneys for Plaintiff