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

DANA MANCILLAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

UNITED LIONS CORPORATION, a
California corporation; RADISSON HOTEL
SANTA MARIA, an unknown business
entity; and DOES 1 through 100, inclusive;

Defendants.

Case No.: BCV-25-101741

Assigned for All Purposes to:
Honorable Gregory Pulskamp
Division J

CLASS ACTION

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

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

Hearing Date: July 1, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Division J

Complaint Filed: May 12, 2025
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on July 1, 2025 at 8:30 a.m., or as soon as the matter may
2 be heard, before the Honorable Gregory Pulskamp in Division J of the Kern County Superior Court
3 located at 1215 Truxton Avenue, Bakersfield, California 93301, Plaintiff Dana Mancillas
4 (“Plaintiff”) will and hereby does move for an order:

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

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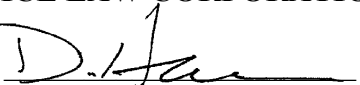
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1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); [Proposed] Order filed concurrently with
3 this motion; pleadings and other records on file with the Court in this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

5
6 Dated: June 4, 2025

JUSTICE LAW CORPORATION

7 By: 

Douglas Han

Attorney for Plaintiff

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a reversionary proposed wage-and-hour class
3 action settlement by Plaintiff on behalf of herself and all current and former hourly-paid or non-
4 exempt employees of Defendant United Lions Corporation doing business as Radisson Hotel Santa
5 Maria (“Defendant”) within the State of California at any time during the period from November
6 30, 2022, through July 21, 2025 or the date of Preliminary Approval, whichever date is earlier
7 (“Class,” “Class Members,” and “Class Period”). At the time of this filing, the number of Class
8 Members is estimated to be one hundred eighty-seven (187), which was confirmed by Defendant.
9 (Declaration of Douglas Han In Support of Motion for Preliminary Approval of Class Action
10 Settlement (“Han Decl.”), ¶¶ 8, 9.)

11 **II. BACKGROUND**

12 On March 6, 2024, April 12, 2024, and June 18, 2024 Plaintiff provided written notices to
13 the California Labor and Workforce Development Agency (“LWDA”) and Defendant. (Han Decl.,
14 *supra*, at ¶¶ 10-12; Exhibits 3-5.)

15 On June 18, 2024, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court
16 of California, County of Santa Barbara (Case No. 24CV03414), alleging nine (9) causes of action.
17 (Han Decl., *supra*, at ¶ 13; Exhibit 6.) On August 23, 2024, Plaintiff filed a First Amended
18 Complaint pleading exhaustion of the sixty-five (65) day notice period as to the LWDA and
19 Defendant. (*Id.* at ¶ 14; Exhibit 7.)

20 After engaging in informal discovery, investigations, and negotiations, on April 22, 2025
21 the Parties attended mediation with the mediator Jeffrey Fuchsman. With the mediator’s
22 assistance, the Parties reached a settlement via a mediator’s proposal. (Han Decl., *supra*, at ¶ 15.)

23 In line with the settlement, on May 12, 2025, Plaintiff filed a wage-and-hour class action
24 lawsuit in the Superior Court of California, County of Kern (Case No. BCV-25-101741) alleging
25 nine (9) causes of action. (Han Decl., *supra*, at ¶ 16; Exhibit 8.)

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III. INVESTIGATION/ LITIGATION HISTORY

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

After initiating this matter, the Parties engaged in informal discovery. (Han Decl., *supra*, at ¶ 18.) The Parties then met and conferred and agreed to engage in an informal exchange of information and then eventually attended mediation. (*Ibid.*)

Defendant produced documents relating to the policies, practices, and procedures. (Han Decl., *supra*, at ¶ 19.) Plaintiff also reviewed time records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Furthermore, Putative class members were located and interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day violations taking place. (*Ibid.*)

Based on the information provided by Defendant and interviews with putative class members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) maintained an illegal rounding practice; (4) failed to factor non-discretionary bonuses into employees' regular rate of pay; (5) failed to reimburse employees for necessary business expenses; (6) issued noncompliant wage statements; and (7) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 21-29.)

b. The Parties Were Able to Reach an Agreement

i. The Parties Attended Mediation Which Led to the Settlement

The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 30.) Under the auspices of the mediator, the Parties reached a settlement via a mediator's proposal, and the terms were memorialized in the Settlement Agreement. (*Id.* at ¶ 30; Exhibits 2, 9.)

ii. The Settlement Was Reached Through Arm's-Length Negotiations

The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 33.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

1 Plaintiff and Class Counsel recognize the expense and length of additional proceedings
2 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
3 34.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation,
4 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
5 foregoing, Plaintiff and Class Counsel believe that the Settlement is a fair, adequate, and
6 reasonable settlement and is in the best interests of Class Members. (*Ibid.*)

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

8 The Parties investigated and evaluated the strengths and weaknesses of the claims and
9 defenses before reaching the Settlement and engaged in research and discovery to support the
10 Settlement. (Han Decl., *supra*, at ¶ 35.) The Settlement was only possible following significant
11 investigation and evaluation of the relevant policies and practices, permitting Class Counsel to
12 engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has
13 reached the stage where the Parties understand “the strength of the case; the reasonableness of the
14 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
15 sufficient to support the Settlement’s reasonableness, adequacy, and fairness. (Han Decl., *supra*,
16 at ¶ 35; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

17 **c. Terms of the Settlement**

18 **i. Deductions from the Settlement**

19 The Parties agreed that this matter be settled and compromised for the reversionary sum of
20 \$350,000 (“Gross Settlement Amount”) that includes: (1) attorneys’ fees up to \$122,500 (35% of
21 the Gross Settlement Amount); (2) attorneys’ costs up to \$25,000; (3) Class Representative Service
22 Payment up to \$10,000; (4) Administration Costs up to \$10,000; and (5) PAGA Penalties up to
23 \$10,000. (Han Decl., *supra*, at ¶ 31.)

24 **ii. Calculating Settlement Payments**

25 Assuming that all the requested payments are approved and paid in the full amounts
26 requested, the Net Settlement Amount is estimated to be \$172,500. (Han Decl., *supra*, at ¶ 32.)
27 The amount to be distributed to the Claimants will equal at least fifty percent (50%) of the Net
28

Settlement Amount. (*Ibid.*) Any unclaimed amounts above fifty percent (50%) of the Net Settlement Amount will remain the property of Defendant. (Han Decl., *supra*, at ¶ 32.)

Claimants will receive a proportionate share of the Net Settlement Amount using the formula set forth in the Agreement. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at ¶ 56.) If the total Individual Settlement Payments to the Claimants would equal less than fifty percent (50%) of the Net Settlement Amount, the Administrator will proportionately increase the Individual Settlement Payment for each Claimant to ensure that total Individual Settlement Payments equal fifty percent (50%) of the Net Settlement Amount. (*Id.* at ¶¶ 32, 56(c).) All Individual Settlement Payments will be allocated twenty percent (20%) as wages and eighty percent (80%) as interest and penalties. (*Id.* at ¶ 59.)

The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at ¶ 54.) Aggrieved Employees' portion of the PAGA Penalties will be allocated as one hundred percent (100%) penalties. (*Id.* at ¶ 59.)

iii. Notice to the Class

Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at ¶ 63.) Within fourteen (14) calendar days of receiving the Class Data, the Administrator will mail a Notice Packet with a translation to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses available. (*Id.* at ¶ 64.)

iv. Distribution of Funds

The Gross Settlement Amount will be funded pursuant to the manner and timeline set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at ¶¶ 49, 50.) Uncashed settlement checks will be transmitted to California Controller's Unclaimed Property Fund in the name of the Claimant. (*Id.* at ¶ 60.)

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1 **v. Release of Claims**

2 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
3 funds all employer’s share of payroll taxes owed on the wage portion of the Individual Settlement
4 Payments, Plaintiff and all Settlement Class Members on behalf of themselves and their respective
5 former and present representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns, generally and fully release and forever discharge Defendant and Released Parties from the
7 Released Class Claims. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at ¶¶ 62(b).)

8 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
9 funds all employer’s share of payroll taxes owed on the wage portion of the Individual Settlement
10 Payments, all Class Members who are Aggrieved Employees, regardless of whether they are
11 Settlement Class Members, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the
13 State of California, fully release and forever discharge the Released Parties from the Released
14 PAGA Claims. (Han Decl., *supra*, at ¶ 30; Exhibit 2, *supra*, at ¶¶ 62(c).)

15 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and
16 funds all employer’s share of payroll taxes owed on the wage portion of the Individual Settlement
17 Payments, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns generally and fully release and forever discharge Defendant
19 and the Released Parties from the Plaintiff’s Released Claims. (Han Decl., *supra*, at ¶ 30; Exhibit
20 2, *supra*, at ¶ 62(a).) Plaintiff also expressly waives and relinquishes the provisions, rights, and
21 benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

22 With regards to class action releases, “[A] court may release not only those claims alleged
23 in the complaint and before the court, but also claims which ‘could have been alleged by reason of
24 or in connection with any matter or fact set forth or referred to in’ the complaint.” (*Amaro v.*
25 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

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

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

8 **IV. ARGUMENT**

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

10 Rules of Court, rule 3.769 requires court approval for class action settlements.² "Before
11 final approval, the court must conduct an inquiry into the fairness of the proposed settlement."
12 (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary
13 approval of class settlements:

- 14 (a) A settlement or compromise of an entire class action, or a cause of action in
15 a class action, or as to a party, requires the approval of the court after
16 hearing.
17 (b) Any party to a settlement agreement may serve and file a written notice of
18 motion for preliminary approval of the settlement. The settlement
19 agreement and proposed notice to class members must be filed with the
20 motion, and the proposed order must be lodged with the motion.

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22
23 ¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until
24 the Notice Packet has been provided to the Class, and they have had an opportunity to respond.
25 This information will be provided to the Court in conjunction with the Motion for Final Approval
26 of Class Action Settlement.

27 ² The California Supreme Court has also authorized California's trial courts to use Federal
28 Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior
Court* (1971) 4 Cal.3d 800, 821; see *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.

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

b. The Settlement Is a Reasonable Compromise of Claims

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

Kullar instructs the court is not to “decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum amount the class could recover if plaintiff prevailed on all his claims, provided there is a record that allows “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under 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.)

i. The Settlement Amount of \$350,000 Is Fair and Reasonable

The Settlement Agreement was only possible following significant investigation and evaluation of the relevant policies and procedures, as well as the data produced, as referenced in Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 35.)

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1 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
2 pay minimum wages; (3) failure to provide meal and rest breaks and pay applicable premium
3 wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure
4 to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business &
5 Professions Code section 17200. (Han Decl., *supra*, at ¶ 36.) Defendant vehemently denies the
6 theories of liability. (*Id.* at ¶ 37.)

7 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
8 to certification are always present. (Han Decl., *supra*, at ¶ 38.) As the California Supreme Court
9 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
10 always a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
11 *Stores, Inc.* have reached different conclusions concerning certification of wage-and-hour claims.³
12 (*Ibid.*) The calculations for potential damages were discounted.

13 **ii. The PAGA Penalties of \$10,000 Is Reasonable**

14 The provisions of the Labor Code potentially triggering PAGA penalties in this case
15 include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a)–(c), 226.3, 226.7, 246,
16 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800 and 2802.
17 (Han Decl., *supra*, at ¶ 48.) Defendant asserted that, regardless of the results of the underlying
18 causes of action, PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*)
19 Defendant also maintained that it had a strong argument it would be unjust to award maximum
20 PAGA penalties given the law's current unsettled state. (Han Decl., *supra*, at ¶ 48; *Thurman v.*
21 *Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this
22 authority].) Furthermore, Defendant argued against stacking of the PAGA penalties and denied
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24 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
25 of class claiming misclassification and ordering summary adjudication in favor of employees],
26 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
27 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
28 [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].)

any amounts to be owed whatsoever. Without stacking and limited to the initial violation, the
PAGA penalties would be limited to about **\$15,700** (157 employees x \$100 penalty for initial
violation) on the low end and **\$109,900** (157 employees x \$100 penalty for initial violation x 7
theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 49-51.)

Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at
¶ 52.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*)
Allocating \$10,000 to PAGA civil penalties was reasonable given that Defendant is also paying
an additional \$340,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in
good faith and “there is no indication that [the] amount was the result of self-interest at the expense
of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

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

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, Plaintiff contends
that the total estimated potential exposure, assuming certification and prevailing at trial, would be
about **\$1,330,865.94** on the low end and around **\$1,400,675.94** on the high end. (Han Decl., *supra*,
at ¶ 53.)

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

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$98,292.48	70%	60%	\$11,795.10
Meal Break Premiums	\$85,758.90	60%	50%	\$17,151.78
Overtime/Minimum Wage: Off-the-Clock Work	\$139,620 to \$209,430	50%	50%	\$34,905 to \$52,357.50
Rounding	\$6,556.77	30%	40%	\$2,753.84
Regular Rate	\$4,796.79	30%	50%	\$1,678.88
Unreimbursed Business Expenses	\$69,895	30%	70%	\$14,677.95
Wage Statement Penalty	\$384,650	40%	40%	\$138,474
Waiting Time Penalty	\$541,296	40%	40%	\$194,866.56
MAXIMUM TOTAL EXPOSURE	\$1,330,865.94 to \$1,400,675.94⁵			\$416,303.11 to \$433,755.61⁶

Plaintiff contends that the realistic recovery for this case is about **\$416,303.11** on the low end and **\$433,755.61** on the high end. (Han Decl., *supra*, at ¶ 62.) The Gross Settlement Amount is about twenty-five percent (24.99%) of the maximum potential exposure and around eighty percent (80.69%) of the maximum realistic exposure at trial. (*Ibid.*)

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

⁵ (Han Decl., *supra*, ¶¶ 39-47.)

⁶ (*Id.* at ¶¶ 54-61.)

might have been achieved by the negotiators”). This settlement is in line with the realistic exposure if Plaintiff prevailed at trial and provides a significant recovery for the Class.

d. Conditional Certification of the Class Is Appropriate

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

For settlement purposes, the Class is ascertainable and numerous as to make it impracticable to join all Class Members, and for settlement purposes, there are common questions of law and fact that predominate over any questions affecting any individual Class Member. (Han Decl., *supra*, at ¶ 63.) Plaintiff contends that her claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect the interests of the Class. (*Ibid.*) Plaintiff asserts that the prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

i. The Proposed Class Is Ascertainable and Sufficiently Numerous

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

This case involves approximately one hundred eighty-seven (187) Class Members, meaning that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 64.) All Class Members can and will be identified by a review of Defendant’s employment records regarding hourly-paid, non-exempt persons employed during the Class Period and provided to the Administrator. (*Ibid.*)

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).) Courts focus on the defendant’s internal policies and “pattern and practice ... in order
9 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 Plaintiff asserts common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 65.) Plaintiff contends that all Class Members were subject to the
25 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

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

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

Plaintiff is a former employee of Defendant and alleges that she and Class Members were employed by the same company and injured by the common policies and practices related to the claims described above. (Han Decl., *supra*, at ¶ 66.) Plaintiff seeks relief for these claims and derivative claims on behalf of the Class. (*Ibid.*) Thus, Plaintiff alleges the claims arise from the same employment practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

3. Plaintiff Is Adequate to Represent the Class

For settlement purposes, Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 67.) Plaintiff conducted herself diligently and responsibly in representing the Class, understands the fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent time in meetings and conferences with Class Counsel to provide them with a complete understanding of the work experience and environment. (*Ibid.*) Plaintiff also has no interest averse to the interests of the other Class Members. (*Ibid.*)

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

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

e. The Settlement Is Fair, Reasonable, and Adequate

In deciding whether to approve a proposed class action settlement under Code of Civil Procedure section 382, the Court must find a proposed settlement is "fair, adequate and

reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement is presumed fair under the following circumstances: (1) parties reached settlement after arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements are present herein.

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

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

If the court has certified the action as a class action, notice of the final approval hearing must be given to class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for 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.

The Notice Packet will provide: (1) information regarding the nature of the lawsuit; (2) summary of the principal terms; (3) Class definition; (4) total number of workweeks each Class Member worked during the Class Period; (5) each Class Member’s estimated settlement payments and formula used to calculate their settlement payments; (6) instructions on how to submit valid Claim Forms, Requests for Exclusion, Notices of Objection, or written disputes; (7) requirements relating to, and deadlines by which the Class Member must submit Claim Forms, Requests for Exclusions, Notices of Objection, and written disputes; (8) claims to be released; and (9) date and time of the Final Approval Hearing. (Han Decl., *supra*, at ¶ 74.) The Notice Packet will include the Claim Form that will provide pertinent information. (*Id.* at ¶ 75.)

V. CONCLUSION

Plaintiff submits that the Settlement is in the best interests of the Class. Plaintiff also submits that the Settlement should be preliminarily approved by the Court, Class should be conditionally certified for settlement purposes, and Notice Packet should be approved.

Dated: June 4, 2025

JUSTICE LAW CORPORATION

By: 

Douglas Han

Attorney for Plaintiff

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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 jtorrez@justicelawcorp.com

On June 4, 2025, I served the foregoing document described as

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

for the following case: **Mancillas v. United Lions Corporation, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM- 1034644-24**
Court Case No.: BCV-25-101741
Kern 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 June 4, 2025, at Pasadena, California.



Jessica Torrez