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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES–SPRING STREET COURTHOUSE

AMPARO BRIJIL, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

FALCON FARMS, INC., a Florida corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No. 24STCV21467
Related Case No. 24LBCV01795

Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Date:	April 13, 2027
Time:	10:30 a.m.
Department:	12
Complaint Filed:	August 22, 2024
Trial Date:	None Set

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TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on April 13, 2027, at 10:30 a.m. or as soon thereafter as the matter may be heard before the Honorable Carolyn B. Kuhl in Department 12 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Amparo Brijil ("Plaintiff" or "Class Representative") will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to the Declaration of Brian J. St. John in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiff Amparo Brijil as Class Representative;
- Appointing Lawyers *for* Justice, PC, collectively, as Class Counsel;
- Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving Phoenix Class Action Administration Solutions as the Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declaration of Proposed Class Counsel (Brian J. St. John) and Proposed Class Representative (Amparo Brijil) in support thereof, as well as the pleadings and

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other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: November 3, 2026

LAWYERS *for* JUSTICE, PC

By: _____

Brian J. St.John
Alborz Javaheri
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Amparo Brijil ("Plaintiff" or "Class Representative") seeks preliminary approval of the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Falcon Farms, Inc. ("Defendant"), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (together, the "Parties") have agreed to settle the lawsuits for a Gross Settlement Amount of $772,500.00.[1]

Plaintiff also seeks to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

> All non-exempt employees worked for Defendant in California at any time during the Class Period ("Class").[2]

Class Members who do not submit a valid and timely Requests for Exclusion from the Class Settlement ("Participating Class Member") will receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"). The net payment of each Participating Class Member's Individual Settlement Share ("Individual Settlement Payment") will be distributed to Participating Class Members on a *pro rata* basis based upon the number of weeks during which a Class Member worked for Defendant, during the Class Period, which will be calculated by Defendant by reviewing each Class Member's time and attendance records for the Class Period, determining each week the Class Member worked and totaling the weeks worked ("Workweeks").[3]

The Settlement, upon the Effective Date and the date when Defendant has fully funded the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares, will operate to resolve the Released Class Claims of Plaintiff

[1] Settlement Agreement, attached as "**EXHIBIT 1"** to Declaration of Brian J. St. John ("St. John Decl."), § 3.1.
[2] *Id*., § 1.5. "Class Period" is defined as the period from August 22, 2020, to July 3, 2026. *See id*., § 1.13.
[3] *Id.*, §§ 1.24, 1.26, and 1.48.

and Participating Class Members and the Released PAGA Claims of Plaintiff, Aggrieved Employees, and the State of California.[4]

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is a full-service flower producer, distributor, and merchandiser. Plaintiff is a former employee of Defendant.

On June 18 2024, Plaintiff provided written notice by electronic upload to the California Labor and Workforce Development Agency ("LWDA") and written notice by certified mail to Defendant Falcon Farms, Inc. ("Defendant") of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice").[5]

On August 22, 2024, Plaintiff filed a Class Action Complaint for Damages in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit ("Class Action").[6]

On August 22, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, Cal. Lab. Code § 2698, *Et Seq.*, thereby commencing the related action entitled *Amparo Brijil v. Falcon Farms, Inc.*, Los Angeles County Superior Court Case No. 24LBCV01795 ("PAGA Action") (together with the Class Action, the "Actions").[7]

Plaintiff's core allegations are that Defendant has violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and Aggrieved Employees of, *inter alia*, failing to pay all minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business

[4] *Id*., at §§ 5.2 and 5.3. See *id*. at § 5.2 for the full scope of the "Released Class Claims" *id*. at § 5.3 for the full scope of the "Released PAGA Claims," and *id.* at § 1.45 for the definition of the "Released Parties."
[5] St. John Decl. ¶ 2.
[6] *Id.*, ¶ 3.
[7] *Id.*, ¶ 4.

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and Professions Code section 17200, *et seq*., and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff contends that she, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.

The Parties have actively litigated the Actions since they commenced on August 22, 2024. On August 21, 2025, the Parties participated in arm's-length and informed negotiations with Mediator Michael Ludwig ("Mediator"), a respected mediator of complex wage and hour actions.[8] With the aid of the mediator, the Parties reached the Settlement described herein to resolve the Actions in their entireties.[9]

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Gross Settlement Amount of $772,500.00 to resolve the Actions.[10] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) Class Counsel Fees Payment in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $257,500.00)[11] ("Class Counsel Fees Payment") and ss Counsel Litigation Expenses Payment in an amount not to exceed $20,000.00 ("Class Counsel Litigation Expenses Payment") to Class Counsel; (2) Administration Expenses Payment, which are currently estimated not to exceed $12,000.00 to the Administrator ("Administration Expenses Payment"); (3) PAGA Penalties of $100,000.00 ("PAGA Penalties"); and (4) payment in the amount of up to $7,500.00 to Plaintiff ("Class Representative Service Payment").[12] The Parties have agreed to retain Phoenix Class Action Administration Solutions ("Administrator") to handle the notice and settlement administration process.[13]

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[8] Settlement Agreement, § 2.3.
[9] Ibid.
[10] *Id*., § 3.1.
[11] Although the Settlement Agreement provides for a Class Counsel Fees Payment not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., 270,375.00), Class Counsel is only seeking one-third of the Gross Settlement Amount (i.e., 257,500.00).
[12] *Id*., §§ 1.30, 3.2.1, 3.2.2, 3.2.3, and 3.2.5.
[13] *Id*., § 1.2.

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The Parties have agreed that the Administrator will determine each Participating Class Member's *pro rata* share of the available Net Settlement Amount ("Individual Settlement Share"), in accordance with the Settlement Agreement on a *pro rata* per Workweeks basis, which will be adjusted after Final Approval to reflect the total Workweeks worked by Participating Class Member.[14] The Parties have agreed that the Administrator will determine each Aggrieved Employee's *pro rata* share of the 25% share of the PAGA Penalties, in accordance with the Settlement Agreement on a *pro rata* per Pay Periods basis.[15]

The Parties agree, for purposes of this Settlement, that Individual Settlement Shares will be allocated 20% to settlement of wages claims ("Wage Portion") and 80% to settlement of claims for interest, penalties, and non-wage damages.[16] The Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, and issue checks to Participating Class Members for their Individual Settlement Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will not be subjected to withholdings.[17] Defendant will provide the funds for any employer-side taxes related to the Individual Settlement Shares.[18]

Individual Settlement Payment and Individual PAGA Payment checks will be negotiable for one hundred eighty (180) calendar days from the date of their issuance, and thereafter, shall be canceled.[19] Thereafter, funds from uncashed Individual Settlement Payment and/or Individual PAGA Payment checks shall be transmitted to the California Controller's Unclaimed Property Division in the name of each Participating Class Member and/or Aggrieved Employee to whom the checks were issued.[20]

Any Class Member may request to be excluded from the Class Settlement by mailing a Request for Exclusion postmarked on or before the date that is sixty (60) calendar days from the

[14] Settlement Agreement, § 3.2.4.
[15] *Id*., § 3.2.5.1.
[16] *Id.,* § 3.2.4.1.
[17] *Id*., § 3.2.5.1.
[18] *Id*., § 3.1.
[19] *Id.*, § 4.4.1.
[20] *Id.*, § 4.4.3.

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date of the initial mailing of the Class Notice by the Administrator ("Response Deadline").[21] In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fourteen (14) calendar days from the initial Response Deadline.[22] Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.[23]

Only Class Members who have not submitted valid and timely Requests for Exclusion (i.e., Participating Class Members) may object to the Class Settlement by submitting an Objection, to the Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval hearing, regardless of whether they submitted a written objection.[24]

In order to challenge the number of Workweeks and/or Pay Periods attributable to an individual Class Member and/or Aggrieved Employee, that Class Member and/or Aggrieved Employee must submit a challenge, by mail or email, that the to the Administrator, and must contain the case name and number of one of the Actions; (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the challenging Class Member and/or Aggrieved Employee; (c) clearly state that the Class Member and/or Aggrieved Employee challenges the number of Workweeks and/or Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that they contend should be credited to them are correct.[25]

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later

[21] Settlement Agreement, § 1.47.
[22] Ibid.
[23] *Id.*, § 7.5.1.
[24] *Id.*, § 7.7.1.
[25] *Id.*, § 7.6.

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detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg,* § 11.25.

V. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk,* 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including "the strength of the Plaintiff's 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 view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give "proper deference to the private consensual decision of the parties." *Hanlon*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. "A presumption of fairness exists where: (1) the settlement is

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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." *Id*.; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.

The Parties have actively litigated the Actions since they commenced on August 22, 2024. Both sides investigated the veracity, strength, and scope of the claims throughout the cases, and Class Counsel was actively preparing the matters for class certification and trial.[26]

Class Counsel conducted significant investigation and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a volume of documents and data from Plaintiff, Defendant, and other sources.[27] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, Class Members' time and pay data, Defendant's Employee Handbook, company policy acknowledgements, internal memoranda, Defendant's operations and employment practices, forms, and policies, among other information and documents.[28] Class Counsel had the opportunity to interview Plaintiff to gather facts and to identify potential witnesses.[29] In addition, Class Counsel has extensive experience in California wage-and-hour class actions.[30]

The Parties engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Michael Ludwig, a well-respected mediator experienced in mediating complex labor and employment matters.[31] Prior to and during the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the

[26] St. John Decl., ¶ 21.
[27] Ibid.
[28] Ibid.
[29] Ibid.
[30] *Id.*, ¶ 15-19.
[31] *Id.*, ¶ 21.

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risks and delays of further litigation, including the risks of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative claims, and wage-and-hour enforcement; the evidence produced and analyzed; and the possibility of appeals.[32] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[33] Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.[34] After conducting investigations, informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matters are well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.[35]

B. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement represents a fair, adequate, and reasonable resolution of the matters.[36] The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the informal exchange of information.[37] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matters at issue.[38] Moreover, considering all of the facts and circumstances of the lawsuits, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[39]

Assuming that the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses Payment are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be $375,500.00.[40] Additionally, 25% of the PAGA Penalties, which is $25,000.00 out of

[32] St. John Decl, ¶ 21.
[33] Ibid.
[34] Ibid.
[35] Ibid.
[36] *Id.*, ¶ 32.
[37] *Id.*, ¶¶ 21 & 22.
[38] *Id.*, ¶¶ 21 & 32.
[39] *Id.,* ¶ 32.
[40] *Id.,* ¶ 6.

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$100,000.00, will be distributed to the Aggrieved Employees. The entire Net Settlement Amount will be fully paid out to the Participating Class Members, in accordance with the Settlement Agreement.

The amount of each Participating Class Member's Individual Settlement Share and each Aggrieved Employee's Individual PAGA Payment will be calculated based on their Workweeks and/or Pay Periods during the Class Period and PAGA Period, respectively.[41] "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Workweeks and/or Pay Periods actually worked for Defendant during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, Aggrieved Employees, and the State of California.[42] Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg,* §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. <u>The Settlement Is of Significant Value.</u>

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive informal discovery and exchanged a volume of documents, data, and information prior to mediation.[43] The information that Class Counsel obtained from Plaintiff, Defendant, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.[44] As outlined in the Declaration of Brian J. St. John, Class Counsel

[41] Settlement Agreement, §§ 3.2.4.1 & 3.2.5.1.
[42] St. John Decl., ¶ 32.
[43] *Id.*, ¶¶ 21-23.
[44] *Id.*, ¶ 19.

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performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.[45]

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[46] California 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* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

A. The 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 Plaintiff 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; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 664 individuals, which is sufficiently numerous.[47] Further, all Class Members can and will be identified by Defendant to the Administrator through a review of Defendant's employment records regarding non-exempt employees worked for Defendant in California at any time during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

[45] St. John Decl., ¶ 30.
[46] Settlement Agreement, § 10.1.
[47] St. John Decl., ¶ 12.

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B. The Class Shares a Well-Defined Community of Interest.

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class." *Sav-On*, *supra*, 34 Cal.4th at 326. "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." *Capitol People First v. Dep't of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant's internal policies and "pattern and practice . . . in order to assess whether that common behavior toward similarly situated Plaintiff renders class certification appropriate." *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Actions. Based on the documents and information obtained through informal discovery and exchange of information in the cases, Plaintiff contends that Class Members performed similar job duties and were subject to uniform operations and employment policies, practices, and procedures during the Class Period, including payroll and recordkeeping practices.[48] As a result, Plaintiff claims that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue. Plaintiff maintains that the outcome of this litigation would be determined by Defendant's alleged uniform operations and employment policies and procedures that applied across its non-exempt employees worked for Defendant in California at any time during the Class Period.

As a member of the Class who was subject to these same policies, practices, and procedures, Plaintiff's claims are typical of the Class. Moreover, Plaintiff has no interests adverse to the Class. Plaintiff has taken steps to initiate and maintain the actions and to ensure that it comes to a fair and reasonable resolution.[49] Importantly, Plaintiff has retained a law firm

[48] St. John Decl., ¶ 13.
[49] *Id.*, ¶ 14.

well-versed in wage and hour class actions, which has at all times represented the best interests of Plaintiff and the Class.[50]

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR CLASS COUNSEL FEES PAYMENT AND CLASS COUNSEL LITIGATION EXPENSES PAYMENT

Class Counsel has litigated the matters for over two (2) years and was actively preparing the matters for class certification and trial.[51] The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a volume of documents and data[52] and also interviewed and obtained information from Plaintiff and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings and the production of documents and data prior to mediation.[53] Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.[54]

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[55]

The Settlement establishes a Gross Settlement Amount of $772,500.00, and provides for Class Counsel to apply to the Court consisting of Class Counsel Fees Payment in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $270,375.00) and Class Counsel Litigation Expenses Payment in an amount up to $20,000.00.[56] Class Counsel only seeks one-third (1/3) of the Gross Settlement Amount (i.e., $257,500.00).[57] The Class Counsel Fees Payment provided for by the Settlement are commensurate with: (1) the risk that Class

[50] St. John Decl., ¶¶ 15-19.
[51] *Id.*, ¶¶ 21.
[52] *Id.*, ¶ 25.
[53] *Id.*, ¶ 21.
[54] *Id.*, ¶ 25.
[55] *Id.*, ¶¶ 15-19; Exh. 2.
[56] Settlement Agreement, § 3.1 & 3.2.2.
[57] St. John Decl., ¶ 7.

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Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, Aggrieved Employees, and the State of California, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to these matters. The proposed Class Notice provides Class Members that an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment will be sought, and the amount allocated toward the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment by the Settlement.[58]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50.

The California Supreme Court has confirmed the propriety of calculating and awarding attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte*, *supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the position that while "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of

[58] St. John Decl., Exh. A.

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fund method survives in California." *Id*. (internal quotation marks omitted).

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg,* § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[59]

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff's Motion for Final Approval of the Settlement and application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement are well within the range of reasonableness for preliminary approval.

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

[59] St. John Decl., ¶ 7.

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"Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and procedures to submit an objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks and/or Pay Periods, and the date and time set for the Final Approval Hearing.[60] The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.[61] The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.[62] The proposed Class Notice also apprises the Class Members and Aggrieved Employees of, *inter alia*, how their Individual Settlement Share and if applicable, their Individual PAGA Payment is calculated and the number of Workweeks and/or Pay Periods credited to them.[63] The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg,* at § 8.39.

Thus, the proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Class Notice.

IX. APPOINTMENT OF THE ADMINISTRATOR

The Parties have selected Phoenix Class Action Administration Solutions as the Administrator. Within fourteen (14) calendar days of receipt of the Class List, the Administrator will perform an NCOA check and will mail the Class Notice to each Class Member and Aggrieved Employee.[64] The Administrator will skip-trace returned Class Notice and re-mail the Class Notice to the new addresses within three (3) calendar days.[65] In the case of a re-mailed Class Notice, the Response Deadline for that Class Member shall be extended by fourteen (14)

[60] Settlement Agreement, Exh. A.
[61] Ibid.
[62] Ibid.
[63] Ibid.
[64] *Id.*, § 7.4.2.
[65] *Id.*, § 7.4.3.

days from the initial Response Deadline.[66] The Administrator will receive and process Requests for Exclusion, Objections, and any challenges to Workweeks and/or Pay Periods.[67] In addition, the Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.[68] The Administration Expenses Payment is currently estimated to be $12,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.[69] Accordingly, Plaintiff respectfully requests that the Court appoint Phoenix Class Action Administration Solutions as the Administrator and direct the mailing of the Class Notice to the Class Members and Aggrieved Employee in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

XI. CLASS REPRESENTATIVE SERVICE PAYMENT

Plaintiff respectfully requests that the Court appoint them as the Class Representative and preliminarily approve the Class Representative Service Payment in an amount up to $7,500.00.[70] It is within the Court's discretion to award payment to a Class Representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make a Class Representative Service Payment include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id*.

[66] Settlement Agreement, § 7.4.4.
[67] *Id.*, §§ 7.5.1, 7.6, & 7.7.1
[68] *Id.,* §§ 3.2.3, 3.2.4, 3.2.5, 4.4, 7.4.2, 7.4.3, 7.5.2, 7.6, and 7.8.1-7.8.7.
[69] *Id.,* § 3.2.3.
[70] *Id.*, § 3.2.1.

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The Class Representative Service Payment is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.[71] Plaintiff was available whenever Class Counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.[72] Accordingly, it is appropriate and just for Plaintiff to receive $7,500.00 for their services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to their individual settlement payments.

XII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC as Class Counsel; appoint Plaintiff Amparo Brijil as Class Representative; appoint Phoenix Class Action Administration Solutions as Administrator; preliminarily approve the allocations for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses Payment; approve the proposed Class Notice; direct the Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately 5 months.

Dated: November 3, 2026

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By: _____

Brian J. St. John
Alborz Javaheri
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[71] St. John Decl., ¶ 12; Declaration of Amparo Brijil in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, ¶¶ 3 & 4.
[72] Ibid.

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