

Barbara DuVan-Clarke (State Bar No. 259268)
bdc@blackstonepc.com
Danielle L. GruppChang (State Bar No. 313881)
dgruppchange@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff SABRINA RODRIGUEZ,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SABRINA RODRIGUEZ, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

WESTPORT PROPERTIES, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24STCV14703

Honorable Elihu M. Berle
Department 6

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: December 17, 2025
Time: 11:00 a.m.
Dept.: 6

Complaint Filed: June 11, 2024
FAC Filed: August 5, 2025
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT on December 17, 2025 at 11:00 a.m.** in Department 6 of the
3 above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles,
4 California 90012, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the
5 California Rules of Court, Plaintiff Sabrina Rodriguez (“Plaintiff”) will and hereby does move the Court
6 for an Order granting preliminary approval of the proposed class action and PAGA settlement between
7 Plaintiff and Defendant Westport Properties, Inc. (“Defendant”).

8 Plaintiff requests that the Court enter an Order:

9 1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement
10 (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Alexandra Rose in
11 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Rose
12 Decl.”);

13 2. Certifying the Class for Settlement purposes;

14 3. Appointing Plaintiff Sabrina Rodriguez as the Class Representative for Settlement
15 purposes;

16 4. Appointing Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L. GruppChang, P.J.
17 Van Ert, and Alexandra Rose of Blackstone Law, APC as Class Counsel for Settlement purposes;

18 5. Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as
19 Exhibit A to the Settlement Agreement, to be mailed to the Class;

20 6. Approving the opt-out and objection procedures provided in the Settlement Agreement
21 and set forth in the Class Notice;

22 7. For each Class Member, directing Defendant to furnish their full name, last known mailing
23 address, Social Security number, number of Pay Periods worked to the Settlement Administrator within
24 twenty-one (21) calendar days after entry of the order granting preliminary approval of the Settlement;

25 8. Approving the proposed deadlines for the settlement administration process; and

26 9. Setting a Final Approval Hearing.

27 ///

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1 Pursuant to California Labor Code section 2699(1)(2), on October 16, 2025, a copy of the
2 Settlement was submitted to the California Labor and Workforce Development Agency (“LWDA”) via
3 online submission through the LWDA’s website. (Rose Decl., ¶ 45 and Exh. 5).

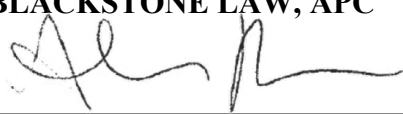
4 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
5 Declaration of Alexandra Rose, the Declaration of Plaintiff Sabrina Rodriguez, the Declaration of the
6 Settlement Administrator (Sean Hartranft of Apex Class Action LLC), the pleadings and other records
7 on file with the Court in this matter, and any other further evidence or argument that the Court may
8 properly receive at or before the hearing.

9 Respectfully submitted,

10 Dated: October 17, 2025

BLACKSTONE LAW, APC

11
12 By:



Alexandra Rose
Attorneys for Plaintiff Sabrina Rodriguez

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Sabrina Rodriguez (“Plaintiff”) seeks preliminary approval of the Joint Stipulation of
4 Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) entered into between
5 Plaintiff and Defendant Westport Properties, Inc. (“Defendant”) (together, with Plaintiff, the “Parties”).
6 (Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Preliminary Approval of Class
7 Action and PAGA Settlement [“Rose Decl.”], Exh. 3). The Settlement terms are outlined as follows:

- 8
- Class Size: Approximately 369 individuals (as of October 8, 2025).
 - 9 • Gross Settlement Amount: Three Hundred Ninety-Five Thousand Dollars and Zero Cents
10 (\$395,000.00).
 - 11 • Attorneys’ Fees and Costs: Attorneys’ fees of thirty-five percent (35%) of the Gross
12 Settlement Amount (\$138,250.00 if the Gross Settlement Amount is \$395,000.00) plus actual
13 litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents
14 (\$30,000.00), to be paid from the Gross Settlement Amount.
 - 15 • Enhancement Payment: Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00),
16 to be paid from the Gross Settlement Amount.
 - 17 • Settlement Administration Costs: Not to exceed Nine Thousand Dollars and Zero Cents
18 (\$9,000.00), to be paid from the Gross Settlement Amount.
 - 19 • PAGA Amount: Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$39,500.00)
20 from the Gross Settlement Amount, 75% of which will be paid to the Labor and Workforce
21 Development Agency (“LWDA”) and the remaining 25% to be paid to the PAGA
22 Employees.
 - 23 • Estimated Net Settlement Amount: One Hundred Seventy Thousand Seven Hundred Fifty
24 Dollars and Zero Cents (\$170,750.00) to be distributed to Settlement Class Members.

25 As set forth herein, the Settlement is the product of informed discovery and arms-length
26 negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore
27 respectfully requests that the Court grant preliminarily approval of the Settlement, conditionally certify
28 the Class, approve the proposed Notice of Class Action Settlement (“Class Notice”), and set a hearing
date for final settlement approval, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is a real estate and property management company established in 1985, which focuses primarily on self-storage facilities. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Property Manager from approximately December 2022 to approximately November 2023. (Declaration of Plaintiff Sabrina Rodriguez in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [“Rodriguez Decl.”], ¶ 2).

On June 10, 2024, Plaintiff provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant. (Rose Decl., ¶ 9 and Exh. 2).

On June 11, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Sabrina Rodriguez v. US Storage Centers, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV14703 (“Action”), thereby commencing a putative class action against Defendant and former defendant US Storage Centers, Inc. (*Id.*, ¶ 10).

On October 18, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Sabrina Rodriguez v. US Storage Centers, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV27406 (“PAGA Action”), which alleged one cause of action under the California Labor Code Private Attorney General Act of 2004 (“PAGA”) against Defendant and former defendant US Storage Centers, Inc. (*Id.*, ¶ 11).

On January 14, 2025, pursuant to Plaintiff’s request, the courts in the Action and PAGA Action dismissed former defendant US Storage Centers, Inc. without prejudice. (*Id.*, ¶ 12).

On April 2, 2025, the Parties participated in a formal mediation conducted by Brandon McKelvey, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 13). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (*Ibid.*).

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1 On April 29, 2025, Plaintiff provided an amended written notice to the LWDA by online
2 submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3,
3 of the specified provisions of the California Labor Code alleged to have been violated by Defendant.
4 (*Id.*, ¶ 14 and Exh. 13).

5 On August 5, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint
6 (“Operative Complaint”) in the Action, which, *inter alia*, added the PAGA claims alleged in the PAGA
7 Action to the Action. (*Id.*, ¶ 15). The Operative Complaint alleges ten (10) causes of action for violations
8 of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure
9 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
10 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
11 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
12 to reimburse necessary business expenses, for violations of California Business & Professions Code
13 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
14 penalties under PAGA based on the aforementioned California Labor Code violations. (*Ibid.*).

15 On August 13 and 28, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 16 and Exh.
16 4).

17 **III. THE SETTLEMENT TERMS**

18 **A. Class Definition**

19 For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all
20 non-exempt employees who worked for Defendant in California at any time during the Class Period”
21 (“Class” or “Class Member(s)”). (Rose Decl., ¶ 17; Settlement Agreement, ¶ 11.b). The Class Period is
22 defined as the period August 15, 2023, through the date the Court grants preliminary approval of the
23 Settlement. (Rose Decl., ¶ 17; Settlement Agreement, ¶ 11.f). Additionally, the Parties have agreed that
24 the PAGA Employees shall be defined as “all non-exempt employees who worked for Defendant in
25 California during the PAGA Period” (“PAGA Employee(s)”). (Rose Decl., ¶ 17; Settlement Agreement,
26 ¶ 11.y). The “PAGA Period” is defined as the period from August 15, 2023, through the date the Court
27 grants preliminary approval of the Settlement. (Rose Decl., ¶ 17; Settlement Agreement, ¶ 11.aa). Based
28 on information provided by Defendant, as of October 8, 2025, it is estimated that there are a total of three

1 hundred and sixty-nine (369) Class Members and PAGA Employees. (Rose Decl., ¶ 17).

2 **B. Escalator Clause**

3 Defendant has represented that there is a total of 7,513 pay periods during the period August 15,
4 2023, through April 2, 2025. (Rose Decl., ¶ 18; Settlement Agreement, ¶ 17). If the total number of pay
5 periods each Class Member and PAGA Employee worked for Defendant as a non-exempt employee in
6 California during Class Period and PAGA Period (“Pay Periods”) increases by more than 10% as of the
7 date of preliminary approval of the Settlement, then Defendant will have the choice of: (i) paying a
8 proportional increase in the Gross Settlement Amount for each additional Pay Period over 8,264; (b) only
9 paying a proportional increase in the PAGA Amount for each additional Pay Period over 8,264, which
10 will be added to the Gross Settlement Amount, and modifying the end date of the Class Period to be the
11 date immediately before the escalator clause is triggered (i.e., before the date the total number of Pay
12 Periods exceeds 8,264); or (c) modifying the end date of the Class Period and PAGA Period to the date
13 immediately before the escalator clause is triggered (i.e., before the date the total number of Pay Periods
14 exceeds 8,264). (Rose Decl., ¶ 18; Settlement Agreement, ¶¶ 11.cc and 17).

15 **C. Amount of Settlement**

16 The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint
17 for a non-reversionary Gross Settlement Amount of Three Hundred Ninety-Five Thousand Dollars and
18 Zero Cents (\$395,000.00), exclusive of employer-side payroll taxes. (Rose Decl., ¶ 19; Settlement
19 Agreement, ¶ 11.q).

20 **D. Allocation and Funding of the Gross Settlement Amount**

21 The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees,
22 and other allocations. (Rose Decl., ¶ 19; Settlement Agreement, ¶ 11.q). The Gross Settlement Amount
23 includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of the Gross Settlement
24 Amount (i.e., \$138,250.00 if the Gross Settlement Amount is \$395,000.00); (2) Class Counsel’s actual
25 litigation costs and expenses, not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00); (3)
26 Settlement Administration Costs, not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00); (4)
27 Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents
28 (\$7,500.00); and (5) PAGA Amount of Thirty-Nine Thousand Five Hundred Dollars and Zero Cents

1 (\$39,500.00). (Rose Decl., ¶ 19; Settlement Agreement, ¶¶ 11.q, 13, 14, 15, and 16). After the above-
2 estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will
3 be available for Class Members is currently estimated to be One Hundred Seventy Thousand Seven
4 Hundred Fifty Dollars and Zero Cents (\$170,750.00). (Rose Decl., ¶ 19). Additionally, 25% of the
5 PAGA Amount (“PAGA Employee Amount”), which is \$9,875.00 out of \$39,500.00, will be fully
6 distributed to PAGA Employees. (Rose Decl., ¶ 19; Settlement Agreement, ¶ 11.z).

7 The Net Settlement Amount will be distributed and paid to all Class Members who do not submit
8 a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata* basis based on
9 their number of Pay Periods. (Rose Decl., ¶ 20; Settlement Agreement, ¶¶ 11.mm and 18). The *pro rata*
10 share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class
11 Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in
12 accordance with the Settlement Agreement. (Rose Decl., ¶ 20; Settlement Agreement, ¶¶ 11.t and 18).

13 The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata*
14 basis based on their number of Pay Periods. (Rose Decl., ¶ 21; Settlement Agreement, ¶ 19). The *pro*
15 *rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the
16 PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in
17 accordance with the Settlement Agreement. (Rose Decl., ¶ 21; Settlement Agreement, ¶¶ 11.r and 19).

18 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
19 percent (80%) penalties, interest, and non-wage damages. (Rose Decl., ¶ 22; Settlement Agreement, ¶
20 20.a). The portion allocated to wages will be reported on an IRS Form W2 and the portions allocated to
21 penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the
22 Settlement Administrator. (Rose Decl., ¶ 22; Settlement Agreement, ¶ 20.a). The Settlement
23 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
24 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net
25 payment of their Individual Settlement Share (“Individual Settlement Payment”). (Rose Decl., ¶ 22;
26 Settlement Agreement, ¶¶ 11.s and 20.a). The employer’s share of taxes and contributions in connection
27 with the wages portion of Individual Settlement Shares will be paid by Defendant separately and in
28 addition to the Gross Settlement Amount. (Rose Decl., ¶ 22; Settlement Agreement, ¶¶ 11.q and 20.a).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Rose Decl., ¶ 22; Settlement Agreement, ¶ 20.a).

The Settlement Agreement is a non-reversionary and non-claims made settlement. (Rose Decl., ¶ 23; Settlement Agreement, ¶¶ 11.q and 38). The Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement Agreement. (Rose Decl., ¶ 23; Settlement Agreement, ¶¶ 15, 18, and 19). No money will revert to Defendant. (Rose Decl., ¶ 23; Settlement Agreement, ¶ 11.q).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Rose Decl., ¶ 24; Settlement Agreement, ¶ 38). Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to Court Appointed Special Advocates of Los Angeles as a *cy pres* recipient. (Rose Decl., ¶ 24; Settlement Agreement, ¶ 38). The Parties and their counsel each represent that they do not have a financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of interest. (Rose Decl., ¶ 24; Settlement Agreement, ¶ 38).

E. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (Settlement Agreement, ¶ 39).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (*Id.*, ¶ 40).

“Released Class Claims” means any and all claims, known or unknown, contingent or accrued, that have been, or could have reasonably been, alleged in the Operative Complaint and asserted against the Released Parties, arising during the Class Period, that arise from the facts, matters, transactions, or

1 occurrences alleged in the Action, including, without limiting, claims for failure to pay overtime and
2 minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay
3 wages during employment and upon termination, provide accurate wage statements, keep complete and
4 accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in
5 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.5, 510,
6 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial
7 Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*
8 (*Id.*, ¶ 11. ff).

9 “Released PAGA Claims” means any and all claims arising from any of the factual allegations in
10 the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under
11 the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including,
12 without limiting, claims for failure to pay overtime and minimum wages, provide compliant meal and
13 rest periods and associated premium payments, timely pay wages during employment and upon
14 termination, provide compliant wage statements, keep complete and accurate payroll records, pay paid
15 sick leave, and reimburse necessary business-related expenses in violation of California Labor Code
16 Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5,
17 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare
18 Commission Wage Order. (*Id.*, ¶ 11. gg).

19 “Released Parties” means Defendant and its current and former parents, predecessors, successors,
20 holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers,
21 directors, managers, employees, insurers, and agents. (*Id.*, ¶ 11. hh).

22 **IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL**

23 The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal.
24 App. 4th 1794 (1996)). “In general, questions whether a settlement was fair and reasonable, whether
25 notice to the class was adequate, whether certification of the class was proper, and whether the attorney
26 fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*
27 *Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

28 ///

1 The review and approval of a proposed class action settlement involves a two-step process. (*See*
2 Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement and the
3 Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the
4 range of a fair settlement to justify providing notice of the proposed settlement to class members. After
5 notice is provided to the class, the Court must conduct a second inquiry into whether the proposed
6 settlement is fair, reasonable, and adequate. (*Ibid*).

7 The initial evaluation of the settlement at the preliminary approval step “is not a fairness hearing.”
8 (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)).
9 Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the
10 proposed settlement is within the range of possible approval and, as a result, “whether there is any reason
11 to notify the class members of the proposed settlement and to proceed with a fairness hearing.” A
12 presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2)
13 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel
14 is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V*
15 *Cases*, 135 Cal. App. 4th 706, 723 (2006)).

16 Preliminary approval does not require a court to make a final determination that the settlement is
17 fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice
18 of the settlement has been given to the class members and they have had an opportunity to object or
19 exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a
20 potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law
21 which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for*
22 *Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

23 **V. THE SETTLEMENT IS PRESUMED FAIR**

24 **A. The Settlement Was Reached as a Result of Arm’s-Length Bargaining**

25 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
26 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
27 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
28 were at all times made at arm’s-length and were adversarial. (Rose Decl., ¶ 25). The Settlement was

1 reached following a full day of mediation with a highly respected mediator with substantial experience
2 mediating wage and hour cases. (Ibid). At all times, Plaintiff was willing and prepared to litigate this
3 matter through class certification and trial if the Parties had been unable to reach a favorable resolution.
4 (*Id.*, ¶ 45).

5 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

6 Courts typically assess the status of discovery in determining whether a class action settlement
7 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
8 Defendant produced all of the putative class members' time and pay data as well as Defendant's relevant
9 wage and hour policies, arbitration agreement, and information regarding the total number of putative
10 class members, the number of current versus former employees, the total workweeks and pay periods
11 worked by the putative class members, and the average rate of pay for the putative class members. (Rose
12 Decl., ¶ 26). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths
13 and weaknesses of the claims and the potential class-wide damages. (Ibid).

14 Based on information exchanged, the Parties extensively briefed issues regarding class
15 certification and liability and provided their analyses to the Mediator who helped the Parties debate the
16 strengths and weakness of their respective positions. (*Id.*, ¶ 27). Additionally, settlement negotiations
17 were conducted by highly capable and experienced counsel. (Rose Decl., ¶¶ 1-8). Accordingly, Class
18 Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

19 **C. The Settlement is Fair and Reasonable in Light of the Parties' Respective Legal Positions** 20 **and Recovery Risks**

21 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
22 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
23 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
24 must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further
25 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
26 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
27 presence of a governmental participant, and the reaction of the class members to the proposed settlement."
28 (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

1 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
2 factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar
3 complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification
4 and the merits of the Action absent a settlement.

5 **1. Class Counsel's Analysis of the Maximum Available Liability and Damages**

6 Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure
7 to be approximately \$3,170,196, assuming the litigation was successful at trial on all claims at issue and
8 every employee had a violation for each claim on every shift worked. (Rose Decl., ¶ 28). This maximum
9 potential analysis was then reduced based on the challenges facing the likelihood of obtaining class
10 certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based off an estimated
11 maximum liability for all claims at issue and the total aggregate workweeks during the relevant time
12 period, less interest, and based on the analysis of the data, which included: \$52,408 for meal period
13 violations (less meal period premiums paid); \$1,461,031 for rest period violations at a 100% violation
14 rate; \$303,582 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$64,408 for
15 unpaid overtime wages at the required regular rate of pay; \$4,224 for unpaid meal break premiums and
16 sick pay at the required regular rate of pay; \$108,810 for unreimbursed business expenses; \$438,133 for
17 waiting time penalties; and \$737,600 for wage statement penalties. (Ibid). Plaintiff further estimated
18 that Defendant faced an additional exposure of \$751,300 in potential, non-stacked (i.e., one penalty, per
19 employee, per pay period during the PAGA statutory period) PAGA penalties. (Ibid). Together with the
20 PAGA penalties, Defendant's maximum potential exposure totaled \$3,921,496 in damages. (Ibid).

21 **2. Class Counsel's Risk-Based Analysis and Risk-Based Adjustments**

22 While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a
23 recovery existed. First and foremost, Defendant maintained throughout the litigation process that most,
24 if not all, putative class members, including Plaintiff, signed arbitration agreements with a class action
25 waiver, which barred Plaintiff's class claims altogether. (Rose Decl., ¶ 29). This significantly affected
26 the potential size of the putative class and if Defendant prevailed on this argument, there would be no
27 class damages. (Ibid). Accordingly, the Parties agreed to a settlement utilizing the PAGA Period start
28 date as the start of the proposed Class Period. (Ibid).

1 Defendant further contended that Plaintiff's claims are not suitable for class certification because
2 individual issues and affirmative defenses would predominate should this case go to trial. (Rose Decl., ¶
3 31; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank Nat.*
4 *Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)). While
5 Plaintiff and Class Counsel disagree with Defendant's predictions, they also recognize that there is a
6 significant risk that the Court may deny class certification. (Rose Decl., ¶ 31; *see also, Findings of the*
7 *Study of California Class Action Litigation*, 2000-2006, available at
8 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
9 actions were certified either as part of a settlement or as part of a contested certification motion)).

10 For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to
11 provide lawful meal periods, have been increasingly difficult to certify in recent years. (Rose Decl., ¶
12 32; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was
13 based on allegations that Defendant had failed to implement its policies and that its practices failed to
14 allow Class Members to take meal breaks in the manner required under California law. (Rose Decl., ¶
15 32; *See Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of
16 a meal/rest break policy and the uniform failure to authorize such breaks are matters of common proof.")).
17 Defendant contended that its policies and practices at all times during the Class Period were lawful. (Rose
18 Decl., ¶ 32). Indeed, Plaintiff's analysis revealed only a 3.5% violation rate for purported unique meal
19 period violations after offsetting meal period premiums paid. (Ibid). Defendant further argued that the
20 rate of purported meal period violations reflected in the data would require individualized inquiry and
21 that such inquiry would prohibit a class from being certified. (Ibid). Class Counsel also had to consider
22 the risk that the Court would find validity in an individualized proof defense to certification of Plaintiff's
23 meal period claim. (Ibid).

24 Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest period
25 allegations. (*Id.*, ¶ 33). As with the meal period allegations, Defendant contended that it had a lawful
26 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
27 required under California law. (Ibid). Additionally, this claim was even more uncertain given the
28 difficulties associated with proving the alleged rest period violations, as Defendant was not required to

1 record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were
2 legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with
3 requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

4 Plaintiff also faced challenges certifying and proving liability for her minimum wage and
5 overtime claims. (*Id.*, ¶ 34). These claims were largely based on Defendant's unrecorded, off-the-clock
6 work performed by the Class Members before, during, and after their shifts and during purported meal
7 periods. (Ibid). For example, Plaintiff reported that she and the other Class Members were required to
8 work through meal periods to complete customer service and sign up new customers. (Ibid). Plaintiff
9 additionally reported that she and the other Class Members were required to answer calls from customers
10 and supervisors when they were not clocked in. (Ibid). However, the individualized nature of why this
11 work was performed and the individualized nature of damages presented substantial concerns regarding
12 the manageability of the case and the risk the Court could find these issues prevented certification, and
13 the estimated damages for this claim were based on an assumption that all Class Members worked off the
14 clock for at least one hour per week. (Ibid). Additionally, Plaintiff's overtime claim was based on unpaid
15 overtime compensation at the required regular rate of pay. (Ibid). However, Defendant alleged that the
16 bonuses it pays its employees are all discretionary and that the bonuses were not required to be factored
17 into the regular rate of pay. (Ibid).

18 Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class Members
19 for necessary business-related expenses, such as the usage of personal cell phones for work-related
20 purposes. (*Id.*, ¶ 35). Defendant contended that it had a policy and practice of reimbursing employees
21 for necessary business-related expenses. (Ibid). Defendant further contended that, with respect to the
22 alleged expenses for which Plaintiff and the other Class Members never requested reimbursement from
23 Defendant, it did not know and had no reason to know that alleged business-related expenses had been
24 incurred. (Ibid). Defendant further contended that the reason for why a Class Member undertook certain
25 expenses, while not others, and failed to receive reimbursement for certain expenses while not others,
26 would raise individual issues that could not be certified. (Ibid).

27 ///

28 ///

1 There are also substantial risks associated with Plaintiff's waiting time penalties and wage
2 statement claims. (*Id.*, ¶ 36). First, these claims were derivative of Plaintiff's claims for unpaid meal
3 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
4 and if certification was denied on those underlying claims, these derivative claims for penalties would
5 also likely fail. (*Ibid.*). Further, even if Plaintiff prevailed on her underlying claims, she would still be
6 required to demonstrate that Defendant's violations of California Labor Code section 203 were *willful*
7 violations. (Rose Decl., ¶ 36; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
8 (holding that "an employer's reasonable, good faith belief that wages are not owed may negate a finding
9 of willfulness")). Wage statement claims have also seen varying treatment at the appellate level because
10 such claims have an element of discretion attached to them rather than a pure calculation of damages after
11 liability is proven. (Rose Decl. ¶ 36; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) *with*
12 *Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, which
13 comprised a substantial portion of Defendant's estimated liability, were therefore uncertain. (Rose Decl.,
14 ¶ 36).

15 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
16 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
17 proposition. (*Id.*, ¶ 37). In order to prove liability and damages, Class Counsel will need to request and
18 analyze thousands of pages of documents, obtain the Class Members' contact information, contact them,
19 and obtain their declarations at great expense. (*Ibid.*). Obtaining the cooperation of current employees
20 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
21 employer. (*Ibid.*). On the other hand, Defendant would likely be able to obtain the cooperation of its
22 employees. (*Ibid.*). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
23 would substantially delay any recovery by the Class. (*Ibid.*).

24 Therefore, taking into account how each of the above risks potentially effected Plaintiff's ability
25 to first obtain class certification, and then prove the underlying violations, plus the cost and delay in
26 recovering the alleged potential damages, Class Counsel discounted Defendant's estimated liability based
27 on the challenges facing her ability to succeed on class certification by 65% to \$1,372,524. (*Id.*, ¶ 38).
28 The merits-based risk factors further reduced Defendant's estimated liability by an additional 60%.

(Ibid). This resulted in an adjusted estimated liability of \$549,010. (Ibid). In light thereof, the settlement amount of \$395,000 is a significant settlement. (Ibid).

Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential liability Defendant could face from these claims as part of the global resolution. (*Id.*, ¶ 39). Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff’s underlying wage claims. (Rose Decl., ¶ 39; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D. Cal. 2008) (“Plaintiff’s claim under [PAGA] is wholly dependent upon her other claims. Because all of Plaintiff’s other claims fail as a matter of law, so does her PAGA claim”)). Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendant would argue that it made a good faith attempt to comply with its legal obligations warranting a reduction in penalties. (Rose Decl., ¶ 39).¹ Class Counsel also anticipated Defendant would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California’s labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

Therefore, after considering this multitude of factors, Plaintiff and Class Counsel concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$39,500.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 10% of the Gross Settlement Amount. (*Id.*, ¶ 40). This percentage of the settlement is well within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and

¹ See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) (“duplicative effect” of penalties is a factor in favor of “reducing ...the PAGA penalty”); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith attempts to comply with obligations and minimal violations).

1 PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to
2 resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement
3 amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the
4 Settlement is significant, not only from a monetary perspective, but also because it fulfills the public
5 policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the
6 state, and deter future non-compliance by the employer. (Ibid).

7 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State
8 of California and is within the accepted range of recoveries for this type of litigation given the inherent
9 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
10 litigation. (*Id.*, ¶ 41).

11 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

12 Code of Civil Procedure Section 382 provides that three basic requirements must be met in order
13 to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined
14 community of interest in the question of law or fact affecting the parties to be represented; and (3)
15 certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action
16 is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiff contends that the Action,
17 which is based upon Defendant’s wage and hour policies and practices, satisfies the class certification
18 requirements under California Code of Civil Procedure section 382. Defendant denies Plaintiff’s
19 allegations, but for purposes of the Settlement only, Defendant has stipulated to certification of the Class.

20 A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is 21 Impracticable

22 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
23 the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862,
24 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is
25 defined as “all non-exempt employees who worked for Defendant in California at any time during the
26 Class Period.” (Rose Decl., ¶ 17; Settlement Agreement, ¶ 11.b). This provides a clear and definite scope
27 for the proposed class.

28 ///

1 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
2 requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v.*
3 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
4 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of three hundred
5 and sixty-nine (369) individuals (as of October 8, 2025) meets the numerosity requirement.

6 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
7 can establish “the existence of an ascertainable class.” (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
8 (1967)). The existence of an ascertainable class in this case can be established through Defendant’s
9 payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and
10 the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191
11 Cal.App.3d 605, 617 (1987)).

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

13 The community of interest requirement embodies three factors: (1) predominant questions of law
14 and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
15 who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements
16 are easily satisfied.

17 The commonality criterion requires the existence of common question of law or fact and is
18 generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706).
19 What is required is that a common question of fact or law exists which predominates over issues unique
20 to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising
21 from employment—is not a bar to class certification as long as they do not render class litigation
22 unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois,*
23 *Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

24 Here, Plaintiff’s claims present common issues of law and fact that predominate and warrant class
25 certification. Plaintiff alleges that Defendant denied compliant meal and rest periods to employees,
26 required employees to perform work off-the-clock, and failed to fully compensate employees for all time
27 actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and
28 overtime wages, and other related claims. Plaintiff alleges that Defendant’s policies and practices were

1 uniform as to all Class Members. Thus, class treatment is appropriate.

2 To satisfy the typicality requirement, California law does not require that plaintiffs' claims be
3 identical to the other class members. Rather, the test of typicality for a class representative is whether
4 other members have the same or similar injury, whether the action is based on conduct which is not
5 unique to the named plaintiff, and whether other class members have been injured by the same course of
6 conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement
7 for a class representative refers to the nature of the claim or defense of the representative, and not to the
8 specific facts from which it arose or the relief sought. (*See Ibid*).

9 Here, Plaintiff alleges that her claims are similar to that of the other Class Members and that
10 Plaintiff's claims arise out of the same alleged course of conduct giving rise to the claims of the other
11 Class Members. Because Plaintiff's claims are based upon the same alleged conduct and business
12 practices as those of Class Members, the typicality requirement has been satisfied.

13 Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney
14 is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
15 interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these
16 considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in
17 employment-related, class-action litigation. (Rose Decl., ¶¶ 1-8). Plaintiff will vigorously, adequately,
18 and fairly represent the interests of the Class. Plaintiff has, at all times, throughout the course of the
19 litigation considered the interests of the Class and understood that she must take steps to adequately
20 represent the Class and their interests. (Rodriguez Decl., ¶ 10). Because Plaintiff's claims are typical of
21 other Class Members and are not based on unique circumstances, there is no antagonism between the
22 interests of Plaintiff and the Class.

23 **C. A Class Action is Superior to a Multiplicity of Litigation**

24 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
25 as the Class Members and the Court will derive substantial benefits. Class certification would serve as
26 the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429,
27 434 (2000) (relevant considerations include the probability that each class member will come forward to
28 prove his or her separate claim and whether the class approach would actually serve to deter and redress

the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are superior to individual litigation.

VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE

Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of class action settlement agreements containing enhancements for the class representative, which are necessary to provide incentive to represent the class and are appropriate given the benefit the class representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and reasonable”)).

Plaintiff initiated this litigation on behalf of her former co-workers who will now be entitled to receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation, including her own research, reviewing documents, and extensive discussions with Class Counsel. (Rodriguez Decl., ¶¶ 3-5). Further, the requested amount for Plaintiff is also reasonable given the average award and the benefit gained by other Class Members. For these reasons, Plaintiff requests that an Enhancement Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff be preliminarily approved by the Court. (Rose Decl., ¶ 42; Rodriguez Decl., ¶ 12).

VIII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE

Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions are “not to be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v. Beneficial Cal, Inc.*, 82 Cal.App.4th 19, 41 (2000)). 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. (*Id.* at 47). In cases where class members present claims against a common fund and the defendant agrees to a percentage of the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 32).

1 Here, the requested attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount
2 (i.e., \$138,250.00 if the Gross Settlement Amount is \$395,000.00) is disclosed to Class Members in the
3 proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is
4 common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will
5 elaborate on the nature of the legal services provided and will also support Class Counsel's request for
6 the reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents
7 (\$30,000.00). (Rose Decl., ¶¶ 43 and 45). The Attorneys' Fees and Costs that are not ultimately approved
8 by the Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class
9 Members. (Settlement Agreement, ¶ 13).

10 **IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS**
11 **MEETS DUE PROCESS REQUIREMENTS**

12 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members.
13 (*Id.*, Exh. A). The Class Notice will include information regarding the nature of the Action, a summary
14 of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the
15 Class Settlement and to dispute Pay Periods, and the date of the Final Approval Hearing. (*Ibid.*). The
16 Class Notice will list each Class Member's total Pay Periods and their estimated Individual Settlement
17 Share and each PAGA Employee's total Pay Periods and their estimated Individual PAGA Payment.
18 (*Ibid.*).

19 Within twenty-one (21) calendar days after entry of the preliminary approval order, Defendant
20 will provide a list in a formatted readable Microsoft Office Excel spreadsheet to the Settlement
21 Administrator containing the following information for each Class Member: full name; last known
22 mailing address; Social Security number; and the number of Pay Periods worked (collectively referred to
23 as the "Class List"). (*Id.*, ¶¶ 11.d and 27). Within ten (10) calendar days after receiving the Class List
24 from Defendant, the Settlement Administrator will perform a search based on the National Change of
25 Address Database or other similar services available, such as provided by Experian, for information to
26 update and correct for any known or identifiable address changes, and will mail a Class Notice in English
27 to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses
28 identified by the Settlement Administrator. (*Id.*, ¶ 28.a).

1 In determining whether to approve a settlement of a class action, a trial court has virtually
2 complete discretion as to the manner of giving notice to class members, and review on appeal is governed
3 by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380
4 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which
5 would result in a higher likelihood of actual notice. (Rose Decl., ¶ 47). The original source of the mailing
6 addresses is from Class Members, who provided the information to Defendant. (Ibid).

7 Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice
8 by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute
9 (“Response Deadline”). (Settlement Agreement, ¶ 11.jj).

10 Any Class Notice returned to the Settlement Administrator as undeliverable on or before the
11 Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed
12 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice.
13 (*Id.*, ¶ 28.b). If no forwarding address is provided, the Settlement Administrator will promptly attempt
14 to determine a correct address using a skip-trace or other search, using the name, address, and/or Social
15 Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.
16 (Ibid). In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that
17 Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (*Id.*, ¶
18 11.jj).

19 Class Members/PAGA Employees will have an opportunity to dispute the number of Pay Periods
20 to which they have been credited, as reflected in their respective Class Notices, by submitting a timely
21 and valid letter (“Dispute”) to the Settlement Administrator, by mail, postmarked on or before the
22 Response Deadline. (*Id.*, ¶¶ 11.j and 29). A Dispute must: (a) contain the case name and number of the
23 Action; (b) contain the Class Member/PAGA Employee’s full name, signature, address, telephone
24 number, and the last four (4) digits of the Class Member/PAGA Employee’s Social Security number; (c)
25 clearly state that the Class Member/PAGA Employee disputes the number of Pay Periods credited to the
26 Class Member/PAGA Employee and what the Class Member/PAGA Employee contends is the correct
27 number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked
28 on or before the Response Deadline. (*Id.*, ¶ 11.j).

1 Any Class Member wishing to be excluded from the Class Settlement must submit a timely and
2 valid letter (“Request for Exclusion”) to the Settlement Administrator, by mail, postmarked on or before
3 the Response Deadline. (*Id.*, ¶¶ 11.ii and 30). A Request for Exclusion must: (a) contain the case name
4 and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone
5 number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the
6 Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
7 Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id.*,
8 ¶ 11.ii). Notwithstanding the above, all PAGA Employees will be bound by the PAGA Settlement and
9 will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for
10 Exclusion. (*Id.*, ¶ 30).

11 To object to the Class Settlement, Settlement Class Members must submit a timely and complete
12 written objection (“Notice of Objection”) to the Settlement Administrator, by mail, postmarked on or
13 before the Response Deadline. (*Id.*, ¶¶ 11.w and 31). A Notice of Objection must: (a) contain the case
14 name and number of the Action; (b) contain the objector’s full name, signature, address, telephone
15 number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written
16 statement of all grounds for the objection accompanied by any legal support for such objection; (d)
17 contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be
18 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
19 Response Deadline. (*Id.*, ¶ 11.w). Settlement Class Members, individually or through counsel, may also
20 present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a
21 Notice of Objection. (*Id.*, ¶ 31).

22 X. CONCLUSION

23 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff’s
24 Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

25 Respectfully submitted,

26 Dated: October 17, 2025

BLACKSTONE LAW, APC

27 By:



Alexandra Rose
Attorneys for Plaintiff Sabrina Rodriguez