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individually, and on behalf of other similarly
situated employees

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

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

Plaintiff,

vs.

KIDS KARE SCHOOLS, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24CECG02433

*Assigned for All Purposes to Honorable Jon M.
Skiles, Dept. 503*

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

Date: February 3, 2026
Time: 3:30 p.m.
Dept.: 503

Complaint Filed: June 6, 2024
FAC Filed: October 29, 2025
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT on February 3, 2026 at 3:30 p.m.** in Department 503 of the
3 above-captioned Court located at 1130 “O” Street, Fresno, California 93724, pursuant to California Code
4 of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff RAMELLA
5 GUIDRY (“Plaintiff”) will and hereby does move the Court for an Order granting preliminary approval
6 of the proposed class action and PAGA settlement between Plaintiff and Defendant KIDS KARE
7 SCHOOLS, 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 Annabel Blanchard
11 in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
12 (“Blanchard Decl.”);

13 2. Certifying the Class for Settlement purposes;

14 3. Appointing Plaintiff Ramella Guidry as the Class Representative for Settlement purposes;

15 4. Appointing Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel
16 Blanchard of Blackstone Law, APC as Class Counsel for Settlement purposes;

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

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

21 7. For each Class Member, directing Defendant to furnish their full name, last known mailing
22 address, Social Security number, dates employed by Defendant during the Class Period, and such other
23 information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods to
24 the Settlement Administrator within fourteen (14) calendar days of Preliminary Approval;

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

26 9. Setting a Final Approval Hearing.

1 Pursuant to California Labor Code section 2699(1)(2), on October 30, 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. (Blanchard Decl., ¶ 44 and Exh. 4).

4 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
5 Declaration of Annabel Blanchard, the Declaration of Plaintiff Ramella Guidry, the Declaration of the
6 Settlement Administrator (Lisa Mullins of ILYM Group), the pleadings and other records on file with
7 the Court in this matter, and any other further evidence or argument that the Court may properly receive
8 at or before the hearing.

9 Respectfully submitted,

10 Dated: January 6, 2026

BLACKSTONE LAW, APC

11 By: A. Blanchard
12 Annabel Blanchard
13 Attorneys for Plaintiff Ramella Guidry
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Ramella Guidry ("Plaintiff") seeks preliminary approval of the Joint Stipulation of Class
4 Action and PAGA Settlement ("Settlement" or "Settlement Agreement") entered into between Plaintiff
5 and Defendant Kids Kare Schools, Inc. ("Defendant") (together, with Plaintiff, the "Parties").
6 (Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class
7 Action and PAGA Settlement ["Blanchard Decl."], Exh. 3). The Settlement terms are outlined as follows:

- 8
- 9 • Class Size: Approximately 1,100 individuals.
 - 10 • Gross Settlement Amount: One Million, Nine Hundred Fifty Thousand Dollars (\$1,950,000).
 - 11 • Attorneys' Fees and Costs: Attorneys' fees of One-Third (1/3) of the Gross Settlement
12 Amount (\$650,000 if the Gross Settlement Amount is \$1,950,000) plus actual litigation costs
13 and expenses not to exceed Thirty Thousand Dollars (\$30,000), to be paid from the Gross
14 Settlement Amount.
 - 15 • Enhancement Payment: Ten Thousand Dollars (\$10,000), to be paid from the Gross
16 Settlement Amount.
 - 17 • Settlement Administration Costs: Not to exceed Ten Thousand Dollars (\$10,000), to be paid
18 from the Gross Settlement Amount.
 - 19 • PAGA Amount: Two Hundred Thousand Dollars (\$200,000) from the Gross Settlement
20 Amount, 75% of which will be paid to the Labor and Workforce Development Agency
21 ("LWDA") and the remaining 25% to be paid to the Aggrieved Employees.
 - 22 • Estimated Net Settlement Amount: One Million, Fifty Thousand Dollars (\$1,050,000) to be
23 distributed to Settlement Class Members.

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

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II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is Kids Kare Schools, Inc., which operates a chain of childcare centers in and around the Fresno area. Plaintiff was employed by Defendant as an hourly-paid, non-exempt School Bus Driver from approximately March 2023 to approximately August 2023. (Declaration of Plaintiff Ramella Guidry in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [“Guidry Decl.”], ¶ 3).

On June 5, 2024, Plaintiff provided written notice to the LWDA by online submission and to Defendant Kids Kare Schools, Inc. 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 (“PAGA Letter”). (Blanchard Decl., ¶ 9 and Exh. 2).

On June 6, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Guidry v. Kids Kare Schools, Inc.*, Fresno County Superior Court Case No. 24CECG02433 (“Action”), thereby commencing a putative class action against Defendant. (Blanchard Decl., ¶ 10).

On August 12, 2024, Plaintiff filed a Complaint for Enforcement Action under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Guidry v. Kids Kare Schools, Inc.*, Fresno County Superior Court Case No. 24CECG03465 (“PAGA Action”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant. (Blanchard Decl., ¶ 11).

On March 10, 2025, the Parties participated in a formal mediation conducted by Monique Ngo-Bonnici, 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. (Blanchard Decl., ¶ 12). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On October 9, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”). (Blanchard Decl., ¶ 13 and Exh. 3).

On October 29, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint in the Action (“FAC” or “Operative Complaint”) which is the Operative Complaint in the Action. The

Operative Complaint alleges ten (10) causes of action for: failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal breaks or pay premiums in lieu thereof, failure to provide compliant rest breaks or pay premiums in lieu thereof, failure to timely pay wages during employment, failure to issue compliant wage statements, failure to timely pay final wages, failure to reimburse necessary business expenses, unfair business practices under Bus. & Professions Code 17200, *et seq.*, and for civil penalties under PAGA for the aforementioned Labor Code violations. (Blanchard Decl., ¶14).

III. THE SETTLEMENT TERMS

A. Class Definition

For purposes of settlement only, the Parties have agreed that the Class shall be defined as “all individuals who are current or former non-exempt employees of Defendant, in the State of California during the Class Period” (“Class” or “Class Member(s)”). (Blanchard Decl., ¶ 15; Settlement Agreement, ¶ 10.c). The Class Period is defined as the period from June 6, 2020 through June 10, 2025. (Blanchard Decl., ¶ 15; Settlement Agreement, ¶ 10.g). Based on information provided by Defendant, it is estimated that there are a total of One Thousand One Hundred (1,100) Class Members. (Blanchard Decl., ¶ 15).

B. Amount of Settlement

The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million, Nine Hundred Fifty Thousand Dollars (\$1,950,000), exclusive of employer-side payroll taxes. (Blanchard Decl., ¶ 16; Settlement Agreement, ¶ 10.r).

C. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Blanchard Decl., ¶ 16; Settlement Agreement, ¶ 10.r). The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of One-Third (1/3) of the Gross Settlement Amount (i.e., \$650,000 if the Gross Settlement Amount is \$1,950,000); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Thirty Thousand Dollars (\$30,000); (3) Settlement Administration Costs, not to exceed Ten Thousand Dollars (\$10,000); (4) Enhancement Payment in the amount of Ten Thousand Dollars (\$10,000); and (5) PAGA Amount of Two Hundred Thousand Dollars

1 (\$200,000). (Blanchard Decl., ¶ 16; Settlement Agreement, ¶¶ 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 Million, Fifty Thousand Dollars
4 (\$1,050,000). (Blanchard Decl., ¶ 16). Additionally, 25% of the PAGA Amount (“Aggrieved Employee
5 Amount”), which is \$50,000 out of \$200,000, will be fully distributed to “all individuals who are current
6 or former non-exempt employees of Defendant, in the State of California during the PAGA Period”
7 (“Aggrieved Employees”). (Blanchard Decl., ¶ 16; Settlement Agreement, ¶¶ 10.r, 10.z, 10.a, and 15).
8 The “PAGA Period” is defined as the period from June 6, 2023, through June 10, 2025. (Blanchard Decl.,
9 ¶ 14; Settlement Agreement, ¶ 10.aa).

10 The Net Settlement Amount will be distributed and paid to all Settlement Class Members on a
11 *pro rata* basis based on the number of weeks each Settlement Class Member worked for Defendant as a
12 non-exempt employee in California during the Class Period (“Workweeks”). (Blanchard Decl., ¶ 17;
13 Settlement Agreement, ¶¶ 10.mm and 10.nn). The *pro rata* share of the Net Settlement Amount that a
14 Settlement Class Member may be eligible to receive under the Class Settlement (“Individual Settlement
15 Share”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.
16 (Blanchard Decl., ¶ 17; Settlement Agreement, ¶¶ 10.u and 18).

17 The Aggrieved Employee Amount will be distributed and paid to all Aggrieved Employees on a
18 *pro rata* basis based on the number of pay periods each Aggrieved Employee worked for Defendant as a
19 non-exempt employee in California during the PAGA Period (“Pay Periods”). (Blanchard Decl., ¶ 18;
20 Settlement Agreement, ¶¶ 10.z and 10.cc). The *pro rata* share of the Aggrieved Employee Amount that
21 an Aggrieved Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA
22 Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement
23 Agreement. (Blanchard Decl., ¶ 18; Settlement Agreement, ¶¶ 10.s and 19).

24 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
25 percent (80%) penalties, interest, and non-wage damages. (Blanchard Decl., ¶ 19; Settlement Agreement,
26 ¶ 20). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to
27 penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the
28 Settlement Administrator. (Blanchard Decl., ¶ 19; Settlement Agreement, ¶ 20). The Settlement

1 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
2 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
3 Individual Settlement Payment. (Blanchard Decl., ¶ 19; Settlement Agreement, ¶¶ 10.t and 20). The
4 Employer Taxes will be paid by Defendant separately and in addition to the Gross Settlement Amount.
5 (Blanchard Decl., ¶ 19; Settlement Agreement, ¶¶ 10.m and 20). Each Individual PAGA Payment will be
6 allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if
7 applicable) by the Settlement Administrator. (Blanchard Decl., ¶ 19; Settlement Agreement, ¶ 20).

8 The Settlement Agreement is a non-reversionary settlement. (Blanchard Decl., ¶ 16; Settlement
9 Agreement, ¶ 10.r). The Net Settlement Amount will be fully distributed to Settlement Class Members
10 and the Aggrieved Employee Amount will be fully distributed to the LWDA and Aggrieved Employees,
11 in accordance with the Settlement Agreement. (Blanchard Decl., ¶ 16; Settlement Agreement, ¶¶ 15 and
12 18). No money will revert to Defendant. (Blanchard Decl., ¶ 16; Settlement Agreement, ¶ 10.r).

13 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
14 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
15 thereafter, shall be canceled. (Settlement Agreement, ¶ 38). Any funds associated with such canceled
16 checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property
17 Division in the name of the Settlement Class Member and/or Aggrieved Employee. (Settlement
18 Agreement, ¶ 38).

19 **D. Released Claims**

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

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

28 “Released Class Claims” means any and all claims which were alleged or which could have been

1 reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class
2 Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and
3 minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay
4 wages during employment and upon termination, provide accurate wage statements, and reimburse
5 necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204,
6 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial
7 Welfare Commission Wage Order, California Business and Professions Code sections 17200, et seq., and
8 any other statutes or laws alleged in the Operative Complaint or which could have reasonably been alleged
9 based on the factual allegations in the Operative Complaint. (Settlement Agreement, ¶ 10.ff).

10 “Released PAGA Claims” means any and all claims arising from any of the factual allegations in
11 the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under
12 the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall
13 specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide
14 compliant meal and rest periods and associated premium payments, timely pay wages during employment
15 and upon termination, provide compliant wage statements, maintain complete and accurate payroll
16 records, and reimburse necessary business-related expenses in violation of California Labor Code
17 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800,
18 and 2802, the applicable Industrial Welfare Commission Wage Order, and any other statutes or laws
19 alleged in the Operative Complaint or which could have reasonably been alleged based on the factual
20 allegations in the Operative Complaint. (Settlement Agreement, ¶ 10.gg).

21 “Released Parties” means Defendant and each of its former and present subsidiaries, affiliates,
22 parents, agents, supervising employees, members, investors (including but not limited to Defendant’s
23 affiliates, employees, partners (limited and general), holding companies and investment partnerships),
24 partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors,
25 successors, assigns, shareholders, owners, and members. (Settlement Agreement, ¶ 10.hh).

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

27 The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal.
28 App. 4th 1794 (1996)). “In general, questions whether a settlement was fair and reasonable, whether

1 notice to the class was adequate, whether certification of the class was proper, and whether the attorney
2 fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*
3 *Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

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

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

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

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

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

28 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is

1 reached through arm's-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
2 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
3 were at all times made at arm's-length and were adversarial. (Blanchard Decl., ¶ 20). The Settlement was
4 reached following a full day of mediation with a highly respected mediator with substantial experience
5 mediating wage and hour cases. (*Ibid*). At all times, Plaintiff was willing and prepared to litigate this
6 matter through class certification and trial if the Parties had been unable to reach a favorable resolution.
7 (*Id.*, ¶ 41).

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

9 Courts typically assess the status of discovery in determining whether a class action settlement
10 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
11 Defendant produced a random sampling of putative class members’ time and pay records as well as
12 Defendant’s relevant wage and hour policies, and information regarding the total number of putative class
13 members, the number of current versus former employees, the total workweeks worked by the putative
14 class members, and the average rate of pay for the putative class members. (Blanchard Decl., ¶ 21).

15 This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
16 weaknesses of the claims and the potential class-wide damages. (*Id.*, ¶ 22). Based on information
17 exchanged, the Parties extensively briefed issues regarding class certification and liability and provided
18 their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective
19 positions. (*Id.*, ¶ 23). Additionally, settlement negotiations were conducted by highly capable and
20 experienced counsel. (Blanchard Decl., ¶¶ 1-8). Accordingly, Class Counsel had sufficient information
21 and experience to act intelligently in negotiating the Settlement.

22 **C. The Settlement is Fair and Reasonable in Light of the Parties’ Respective Legal Positions** 23 **and Recovery Risks**

24 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
25 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
26 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
27 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
28 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the

1 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
2 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
3 (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

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

8 **1. Class Counsel’s Analysis of the Maximum Available Liability and Damages**

9 Class Counsel analyzed all available data and estimated Defendant’s maximum potential exposure
10 to be approximately \$5,812,388, assuming the litigation was successful at trial on all claims at issue and
11 every employee had a violation for each claim on every shift worked. (Blanchard Decl., ¶ 24). This
12 maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining
13 class certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based off an
14 estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant
15 time period, less interest, and based on the analysis of the data which was extrapolated out for all class
16 members across the entire putative class period, which included: \$195,740 for meal period violations
17 (less meal period premiums paid); \$1,621,974 for rest period violations at a 100% violation rate; \$393,131
18 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$11,302 for unpaid
19 overtime wages and sick pay; \$179,800 for unreimbursed business expenses; \$1,574,711 for waiting time
20 penalties; and \$441,950 for wage statement penalties. (Ibid). Plaintiff further estimated that Defendant
21 faced an additional exposure of \$1,393,700 in potential, non-stacked (i.e., one penalty, per employee, per
22 pay period during the PAGA statutory period) PAGA penalties. (Ibid). Together with the PAGA
23 penalties, Defendant’s maximum potential exposure totaled \$5,812,388 in damages. (Ibid).

24 **2. Class Counsel’s Risk-Based Analysis and Risk-Based Adjustments**

25 While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a
26 recovery existed. Defendant contended that Plaintiff’s claims are not suitable for class certification
27 because individual issues and affirmative defenses would predominate should this case go to trial.
28 (Blanchard Decl., ¶ 27; *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran*

1 v. *U.S. Bank Nat. Assn.*, 59 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551
2 (2011)). While Plaintiff and Class Counsel disagree with Defendant's predictions, they also recognize
3 that there is a significant risk that the Court may deny class certification. (Blanchard Decl., ¶ 27; see
4 also, *Findings of the Study of California Class Action Litigation*, 2000-2006, available at
5 <http://www.courts.ca.gov/documents/class-action-lit-study.pdf> (finding that only 21.4% of all class
6 actions were certified either as part of a settlement or as part of a contested certification motion)).

7 For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to
8 provide lawful meal periods, have been increasingly difficult to certify in recent years. (Blanchard Decl.,
9 ¶ 28; See *Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was
10 based on allegations that Defendant had failed to implement its policies and that its practices failed to
11 allow Class Members to take meal breaks in the manner required under California law. (Blanchard Decl.,
12 ¶ 28; See *Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack
13 of a meal/rest break policy and the uniform failure to authorize such breaks are matters of common
14 proof.")). Defendant contended that its policies and practices at all times during the Class Period were
15 lawful. (Blanchard Decl., ¶ 28). Indeed, Plaintiff's analysis revealed only a 13.8% violation rate for
16 purported unique meal period violations. (Ibid). Defendant further argued that the rate of purported meal
17 period violations reflected in the data would require individualized inquiry and that such inquiry would
18 prohibit a class from being certified. (Ibid). Class Counsel also had to consider the risk that the Court
19 would find validity in an individualized proof defense to certification of Plaintiff's meal period claim.
20 (Ibid).

21 Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest period
22 allegations. (*Id.*, ¶ 29). As with the meal period allegations, Defendant contended that it had a lawful
23 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
24 required under California law. (Ibid). Additionally, this claim was even more uncertain given the
25 difficulties associated with proving the alleged rest period violations, as Defendant was not required to
26 record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were
27 legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with
28 requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

1 Plaintiff also faced challenges certifying and proving liability for her minimum wage and
2 overtime claims. (*Id.*, ¶ 30). These claims were largely based on Defendant’s unrecorded, off-the-clock
3 work performed by the Class Members both before and after their shifts and during purported meal
4 periods. (*Ibid.*). However, the individualized nature of why this work was performed and the
5 individualized nature of damages presented substantial concerns regarding the manageability of the case
6 and the risk the Court could find these issues prevented certification, and the estimated damages for this
7 claim were based on an assumption that all Class Members worked off the clock for at least one hour per
8 week. (*Ibid.*).

9 Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class Members
10 for necessary business-related expenses, such as the use of personal cell phones for work-related
11 purposes, mileage for transporting students, and the cost of purchasing and maintaining required clothing
12 such as company logo shirts. (*Id.*, ¶ 31). Defendant contended that it had a policy and practice of
13 reimbursing employees for necessary business-related expenses. (*Ibid.*). Defendant further contended
14 that, with respect to the alleged expenses for which Plaintiff and the other Class Members never requested
15 reimbursement from Defendant, it did not know and had no reason to know that alleged business-related
16 expenses had been incurred. (*Ibid.*). Defendant further contended that the reason why a Class Member
17 undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses
18 while not others, would raise individual issues that could not be certified. (*Ibid.*).

19 There are also substantial risks associated with Plaintiff’s waiting time penalties and wage
20 statement claims. (*Id.*, ¶ 32). First, these claims were derivative of Plaintiff’s claims for unpaid meal
21 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
22 and if certification was denied on those underlying claims, these derivative claims for penalties would
23 also likely fail. (*Ibid.*). Further, even if Plaintiff prevailed on her underlying claims, she would still be
24 required to demonstrate that Defendant’s violations of California Labor Code section 203 were *willful*
25 violations. (Blanchard Decl., ¶ 32; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
26 (holding that “an employer’s reasonable, good faith belief that wages are not owed may negate a finding
27 of willfulness”)). Wage statement claims have also seen varying treatment at the appellate level because
28 such claims have an element of discretion attached to them rather than a pure calculation of damages after

1 liability is proven. (Blanchard Decl. ¶ 32; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010)
2 *with Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims,
3 which comprised a substantial portion of Defendant’s estimated liability, were therefore uncertain.
4 (Blanchard Decl., ¶ 32).

5 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
6 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
7 proposition. (*Id.*, ¶ 33). In order to prove liability and damages, Class Counsel will need to request and
8 analyze thousands of pages of documents, obtain the Class Members’ contact information, contact them,
9 and obtain their declarations at great expense. (*Ibid.*). Obtaining the cooperation of current employees
10 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
11 employer. (*Ibid.*). On the other hand, Defendant would likely be able to obtain the cooperation of its
12 employees. (*Ibid.*). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
13 would substantially delay any recovery by the Class. (*Ibid.*).

14 Therefore, taking into account how each of the above risks potentially effected Plaintiff’s ability
15 to first obtain class certification, and then prove the underlying violations, plus the cost and delay in
16 recovering the alleged potential damages, Class Counsel discounted Defendant’s estimated liability based
17 on the challenges facing her ability to succeed on class certification by 45% to \$3,196,813. (*Id.*, ¶ 34).
18 The merits-based risk factors further reduced Defendant’s estimated liability by an additional 40%. (*Ibid.*).
19 This resulted in an adjusted estimated liability of \$1,918,088. (*Ibid.*). In light thereof, the settlement
20 amount of \$1,950,000 is a significant settlement. (*Ibid.*).

21 Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential
22 liability Defendant could face from these claims as part of the global resolution. (*Id.*, ¶ 35). Existing
23 case law makes PAGA claims subject to the same defenses and risks as Plaintiff’s underlying wage
24 claims. (Blanchard Decl., ¶ 35; see, *Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82
25 (C.D. Cal. 2008) (“Plaintiff’s claim under [PAGA] is wholly dependent upon her other claims. Because
26 all of Plaintiff’s other claims fail as a matter of law, so does her PAGA claim”)). Class Counsel also
27 anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based
28 on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or

1 confiscatory, and that Defendant would argue that it made a good faith attempt to comply with its legal
2 obligations warranting a reduction in penalties. (Blanchard Decl., ¶ 35).¹ Class Counsel also anticipated
3 Defendant would argue that the violations per pay period were low, warranting an additional reduction
4 in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally
5 not intended to be compensatory in nature but is instead intended to facilitate enforcement of California’s
6 labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

7 Therefore, after considering this multitude of factors, Plaintiff and Class Counsel concluded that
8 it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement,
9 and to allocate Two Hundred Thousand Dollars (\$200,000) of the Gross Settlement Amount towards the
10 PAGA claims, which represents more than 10% of the Gross Settlement Amount. (*Id.*, ¶ 36). This
11 percentage of the settlement is well within the range of wage and hour settlements regularly approved in
12 both state and federal court for cases that include both a class and PAGA action. (Ibid). Typically, such
13 hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed,
14 settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable
15 by courts. (Ibid). Moreover, the overall relief obtained by the Settlement is significant, not only from a
16 monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote
17 enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by
18 the employer. (Ibid).

19 The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the
20 State of California and is within the accepted range of recoveries for this type of litigation given the
21 inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
22 litigation. (*Id.*, ¶ 37).

23
24 ¹ See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory
25 and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis*
26 *Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) (“duplicative effect” of penalties is a factor in favor of “reducing ...the
27 PAGA penalty”); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to
28 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 **VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

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

10 **A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is**
11 **Impracticable**

12 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
13 the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862,
14 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is
15 defined as "all individuals who are current or former non-exempt employees of Defendant, in the State
16 of California during the Class Period." (Blanchard Decl., ¶ 15; Settlement Agreement, ¶ 10.c). This
17 provides a clear and definite scope for the proposed class.

18 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
19 requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Blanchard*
20 *v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
21 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of one thousand
22 one hundred (1,100) individuals meets the numerosity requirement.

23 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
24 can establish "the existence of an ascertainable class." (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
25 (1967)). The existence of an ascertainable class in this case can be established through Defendant's
26 payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and
27 the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191
28 Cal.App.3d 605, 617 (1987)).

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

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

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

13 Here, Plaintiff’s claims present common issues of law and fact that predominate and warrant class
14 certification. Plaintiff alleges that Defendant denied compliant meal and rest periods to employees,
15 required employees to perform work off-the-clock, and failed to fully compensate employees for all time
16 actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and
17 overtime wages, and other related claims. Plaintiff alleges that Defendant’s policies and practices were
18 uniform as to all Class Members. Thus, class treatment is appropriate.

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

26 Here, Plaintiff alleges that her claims are similar to those of the other Class Members and that
27 Plaintiff’s claims arise out of the same alleged course of conduct giving rise to the claims of the other
28 Class Members. Because Plaintiff’s claims are based upon the same alleged conduct and business

1 practices as those of Class Members, the typicality requirement has been satisfied.

2 Finally, the question of adequacy of representation “depends on whether the plaintiff’s attorney
3 is qualified to conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the
4 interests of the class.” (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these
5 considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in
6 employment-related, class-action litigation. (Blanchard Decl., ¶¶ 2-8). Plaintiff will vigorously,
7 adequately, and fairly represent the interests of the Class. Plaintiff has, at all times, throughout the course
8 of the litigation considered the interests of the Class and understood that she must take steps to adequately
9 represent the Class and their interests. (Guidry Decl., ¶ 12). Because Plaintiff’s claims are typical of other
10 Class Members and are not based on unique circumstances, there is no antagonism between the interests
11 of Plaintiff and the Class.

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

13 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
14 as the Class Members and the Court will derive substantial benefits. Class certification would serve as
15 the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429,
16 434 (2000) (relevant considerations include the probability that each class member will come forward to
17 prove his or her separate claim and whether the class approach would actually serve to deter and redress
18 the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would
19 unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are
20 superior to individual litigation.

21 **VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE**

22 Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation
23 “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz*
24 *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of
25 class action settlement agreements containing enhancements for the class representative, which are
26 necessary to provide incentive to represent the class and are appropriate given the benefit the class
27 representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948
28 (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. (Guidry Decl., ¶¶ 5-7, 11, 13). 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 Ten Thousand Dollars (\$10,000) to Plaintiff be preliminarily approved by the Court. (Blanchard Decl., ¶ 38; Guidry Decl., ¶ 14)

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).

Here, the requested attorneys’ fees of One-Third (1/3) of the Gross Settlement Amount (i.e., \$650,000 if the Gross Settlement Amount is \$1,950,000) is disclosed to Class Members in the proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will elaborate on the nature of the legal services provided and will also support Class Counsel’s request for the reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars (\$30,000). (Blanchard Decl., ¶¶ 39 and 41). The Attorneys’ Fees and Costs that are not ultimately approved by the Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class Members. (Settlement Agreement, ¶ 13).

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

1 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members.
2 (Settlement Agreement, Exh. A). The Class Notice will include information regarding the nature of the
3 Action, a summary of the terms of the Settlement, the Class definition, information on how to object to
4 and/or opt-out of the Class Settlement and to dispute Workweeks and/or Pay Periods, and the date of the
5 Final Approval Hearing. (Ibid). The Class Notice will list each Class Member's total Workweeks and
6 their estimated Individual Settlement Share and each Aggrieved Employee's total Pay Periods and their
7 estimated Individual PAGA Payment. (Ibid).

8 Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide a list in a
9 formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator containing the
10 following information for each Class Member: full name; last known mailing address; Social Security
11 number; dates employed by Defendant during the Class Period; and such other information as is necessary
12 for the Settlement Administrator to calculate Workweeks and Pay Periods (collectively referred to as the
13 "Class List"). (Settlement Agreement, ¶¶ 10.e and 27). Within seven (7) calendar days after receiving the
14 Class List from Defendant, the Settlement Administrator will perform a search based on the National
15 Change of Address Database or other similar services available, such as provided by Experian, for
16 information to update and correct for any known or identifiable address changes, and will mail a Class
17 Notice to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses
18 identified by the Settlement Administrator. (Settlement Agreement, ¶ 28.a). The Parties have agreed to
19 use ILYM Group as the Settlement Administrator. (Blanchard Decl., ¶ 42; Settlement Agreement, ¶
20 10.kk).

21 In determining whether to approve a settlement of a class action, a trial court has virtually
22 complete discretion as to the manner of giving notice to class members, and review on appeal is governed
23 by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380
24 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which
25 would result in a higher likelihood of actual notice. (Blanchard Decl., ¶ 43). The original source of the
26 mailing addresses is from each Class Member, who provided the information to Defendant. (Ibid).

27 Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice
28 by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute

1 (“Response Deadline”). (Settlement Agreement, ¶ 10.jj).

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

11 Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods
12 which have been credited to them, as reflected in their respective Class Notices, by submitting a timely
13 and valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response
14 Deadline. (Settlement Agreement, ¶¶ 10.k and 29). A Dispute must: (a) contain the case name and number
15 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the
16 last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class Member
17 disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class
18 Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at
19 the specified address, postmarked on or before the Response Deadline. (Settlement Agreement, ¶ 10.k).

20 Any Class Member wishing to be excluded from the Class Settlement must submit a timely and
21 valid Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the
22 Response Deadline. (Settlement Agreement, ¶¶ 10.ii and 30). A Request for Exclusion must: (a) contain
23 the case name and number of the Action; (b) contain the Class Member’s full name, signature, address,
24 telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state
25 that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail
26 to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.
27 (Settlement Agreement, ¶ 10.ii). Notwithstanding the above, all Aggrieved Employees will be bound by
28 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they

1 submit a Request for Exclusion. (Settlement Agreement, ¶ 30).

2 To object to the Class Settlement, Settlement Class Members must submit a timely and complete
3 Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response
4 Deadline. (Settlement Agreement, ¶¶ 10.x and 31). A Notice of Objection must: (a) contain the case name
5 and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and
6 the last four (4) digits of the objector's Social Security number; (c) contain a written statement of all
7 grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any
8 papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the
9 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.
10 (Settlement Agreement, ¶ 10.x). Settlement Class Members, individually or through counsel, may also
11 present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a
12 Notice of Objection. (Settlement Agreement, ¶ 31).

13 **X. CONCLUSION**

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

16 Respectfully submitted,

17 Dated: January 6, 2026

BLACKSTONE LAW, APC

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19 Annabel Blanchard
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