

Tuvia Korobkin, Esq. (SBN 268066)
tuvia@marqueelaw.com
F. Shawn Azizollahi (SBN 268116)
shawn@marqueelaw.com
Neil M. Larsen, Esq. (SBN 276490)
neil@marqueelaw.com
Alex Purcell (SBN 347862)
alex@marqueelaw.com
MARQUEE LAW GROUP, A.P.C.
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
Tel: (310) 275-1844
Fax: (310) 275-1801

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

KALEAH BRIDGES, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

SIMON PROPERTY GROUP, INC., a
corporation; SBUX MANAGEMENT
ASSOCIATES, LLC, a limited liability
company; SIMON SBUX FRANCHISE, LLC, a
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2417986

**CLASS AND PAGA
REPRESENTATIVE ACTION**

*[Assigned for all purposes to the
Hon. Stephanie Tanada, Dept. S33]*

**PLAINTIFF'S FIRST AMENDED
NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA ACTION
SETTLEMENT**

Date: December 2, 2026

Time: 8:30 a.m.

Dept.: S33

Action Filed: June 3, 2024

Trial Date: None Set

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on December 2, 2026 at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department S33 of the above-entitled Court, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, Plaintiff Kaleah Bridges (“Plaintiff”) will, and hereby does, move this Court for:

1. Preliminary approval of the proposed Settlement Agreement (“Settlement”) between Plaintiff and Defendants Sbox Management Associates, LLC, Simon Property Group, Inc., and Simon Sbox Franchise, LLC (collectively, “Defendants”);
2. Pursuant to Section 382 of the California Code of Civil Procedure, provisional certification, for settlement purposes only, of the following Settlement Class: **All individuals who worked for Sbox Management Associates, LLC or Simon Sbox Franchise, LLC as non-exempt employees in California at any time from June 3, 2020 through March 31, 2025.**
3. Preliminary appointment of Plaintiff as Class Representative;
4. Preliminary appointment of F. Shawn Azizollahi, Tuvia Korobkin, Neil M. Larsen, and Alex Purcell of Marquee Law Group, APC as Class Counsel;
5. Appointment of Phoenix Settlement Administrators as the Settlement Administrator;
6. Approval of the proposed Class Notice and Notice of Estimated Settlement Award (together, the “Notice Packet”), and an order that the Notice Packet be disseminated to the Settlement Class as provided in the Settlement; and
7. The scheduling of a hearing to consider whether the Settlement should be finally approved and to award a Class Representative Service Payment to Plaintiff, and attorneys’ fees and costs to Class Counsel.

This motion is based on this notice of motion; the attached memorandum of points and authorities; the declaration of Tuvia Korobkin and exhibits attached thereto; the declaration of Neil M. Larsen; the declaration of Jodey Lawrence and exhibits attached thereto; the declaration of Plaintiff Kaleah Bridges; the pleadings and other papers filed in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: September 18, 2026

Respectfully submitted,

MARQUEE LAW GROUP, APC

By: 

Tuvia Korobkin
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

I. INTRODUCTION	1
II. SUMMARY OF THE LITIGATION	2
A. FACTUAL AND PROCEDURAL BACKGROUND.....	2
B. PLAINTIFF’S CLAIMS AND DEFENDANTS’ DEFENSES	3
1. Failure to Reimburse Business Expenses	3
2. Wage Statement Claim	3
3. Claim for Late Payment of Final Wages.....	4
4. PAGA Claim.....	5
C. DISCOVERY AND MEDIATION.....	6
III. THE PROPOSED SETTLEMENT.....	6
A. ESSENTIAL TERMS OF THE SETTLEMENT	6
1. The Settlement Provides for Reasonable Monetary Payments	7
2. Notice Period and Release of Claims	8
3. Funding of the Settlement and Treatment of Uncashed Funds	9
4. Attorneys’ Fees and Costs, Class Representative Service Payment, and PAGA Payment.....	9
IV. ARGUMENT.....	11
A. PRELIMINARY APPROVAL IS WARRANTED	11
1. Standard for Preliminary Approval.....	12
a. The Strength of Plaintiff’s Case.....	12
b. Risk, Expense, Complexity, and Duration of Further Litigation.....	12
c. Risk of Maintaining Class Action Status	13
d. Amount Offered in Settlement Given Realistic Value of Claims.....	13
e. The Experience and Views of Counsel.....	13
f. The Settlement is Devoid of Obvious Deficiencies	14
g. The PAGA Settlement is Fair and Reasonable	14
B. THE COURT SHOULD CERTIFY THE PROPOSED CLASS.....	15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. The Proposed Class Is Ascertainable and Numerous 15

2. Common Issues of Law and Fact Predominate..... 15

3. The Named Plaintiff’s Claims Are Typical 16

4. Plaintiff and Class Counsel Will Adequately Represent the Class..... 16

C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE..... 16

D. THE COURT SHOULD SET A FINAL APPROVAL HEARING 17

V. CONCLUSION..... 17

TABLE OF AUTHORITIES

Federal Cases

<i>Bellinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal. 2015)	9
<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156 (1974).....	16
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998)	11-12
<i>In re Pac. Enter. Sec. Litig.</i> , 47 F.3d 373 (9th Cir. 1995).....	13
<i>In re Syncor ERISA Litig.</i> , 516 F.3d 1095 (9th Cir. 2008)	12

State Cases

<i>Amaro v. Anaheim Arena Management, LLC</i> , 69 Cal.App.5th 521 (2021)	14
<i>B.W.I. Custom Kitchen v. Owens-Illinois, Inc.</i> , 191 Cal.App.3d 1341 (1987)	16
<i>Capital People First v. State Dept. of Develop. Svcs.</i> , 155 Cal.App.4th 676 (2007)	16
<i>Carrington v. Starbucks Corp.</i> , 30 Cal.App.5th 504 (2018)	5
<i>Chavez v. Netflix, Inc.</i> , 162 Cal.App.4th 43 (2008)	11
<i>Cochran v. Schwan's Home Service, Inc.</i> , 228 Cal.App.4th 1137 (2014)	15
<i>Dunk v. Ford Motor Co.</i> 48 Cal.App.4th 1794 (1996)	12
<i>Gattuso v. Hart-Hanks Shoppers, Inc.</i> , 42 Cal.4th 554 (2007)	3
<i>Grissom v. Vons Companies, Inc.</i> , 1 Cal.App.4th 52 (1991)	3
<i>In re Cellphone Fee Termination Cases</i> , 186 Cal.App.4th 1380 (2010).....	9
<i>Iskanian v. CLS Transp. Los Angeles, LLC</i> , 59 Cal.4th 348 (2014)	14
<i>Kao v. Joy Holiday</i> , 12 Cal.App.5th 947 (2017)	5
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal.App.4th 116 (2008).....	11, 13
<i>Laffitte v. Robert Half Int'l, Inc.</i> , 1 Cal.5th 480 (2016).....	10
<i>Maldonado v. Epsilon Plastics, Inc.</i> , 22 Cal.App.5th 1308 (2018)	4
<i>McGhee v. Bank of Am.</i> , 60 Cal.App.3d 442 (1976)	16
<i>Moniz v. Adecco USA, Inc.</i> , 72 Cal.App.5th 56 (2021)	14
<i>Naranjo v. Spectrum Security Services, Inc.</i> , 15 Cal.5th 1056 (2024)	4, 5
<i>Nordstrom Comm'n Cases</i> , 186 Cal. App. 4th 576 (2010)	15
<i>Price v. Starbucks Corp.</i> , 192 Cal.App.4th 1136 (2011).....	5

1	<i>Reed v. United Teachers Los Angeles</i> , 208 Cal.App.4th 322 (2012).....	11
2	<i>Sav-On Drug Store, Inc. v. Sup. Ct.</i> , 34 Cal.4th 319 (2004).....	15
3	<i>Sevidal v. Target Corp.</i> , 189 Cal.App.4th 905 (2010).....	15
4	<i>Soto v. Motel 6 Operating, L.P.</i> , 4 Cal.App.5th 385 (2016).....	4
5	<i>Thurman v. Bayshore Transit Management, Inc.</i> , 203 Cal.App.4th 1112 (2012)	5
6	<i>Wershba v. Apple Computer, Inc</i> , 91 Cal.App.4th 224 (2001).....	12
7	<u>State Statutes and Rules</u>	
8	Cal. Code Civ. Proc. § 382	15
9	Cal. Rule of Court 3.766	17
10	Cal. Rule of Court 3.769	11, 17
11	Cal. Labor Code § 203	4-5
12	Cal. Labor Code § 226	4
13	Cal. Labor Code § 2802	3
14	Cal. Labor Code § 2699	5, 10, 14
15	<u>Unpublished Cases</u>	
16	<i>Amey v. Cinemark USA Inc.</i>	
17	No. 13cv-05669-WHO, 2018 WL 3956326 (N.D. Cal. Aug. 17, 2018).....	15
18	<i>Brewer v. General Nutrition Corp.</i>	
19	No. 11-cv-3587-YGR, 2014 WL 5877695 (N.D. Cal. Nov. 12, 2014).....	16
20	<i>Chu v. Wells Fargo Inv., LLC</i>	
21	No. C-05-4526-MHP, 2011 WL 672645 (N.D. Cal. Feb. 16, 2011).....	10, 15
22	<i>Fleming v. Covidien, Inc.</i>	
23	No. ED CV 10-01487 RGK, 2011 WL 7563047 (C.D. Cal. Aug. 12, 2011).....	5
24	<i>Hicks v. Toys ‘R’ Us–Delaware, Inc.</i>	
25	2014 WL 4703915 (C.D. Cal. Sept. 2, 2014).....	15
26	<i>Martinez v. Knight Transportation</i>	
27	No. 1:16-cv-01730, 2023 WL 5917989 (E.D. Cal. Sept. 11, 2023)	10
28		

1 *Lagunas v. Young Adult Institute, Inc.*,
2 No. 23-cv-00654-RS, 2024 WL 1025121 (N.D. Cal. Mar. 8, 2024).....10
3 *Williams v. Brinderson Constructors*
4 2017 WL 490901, at *5 (C.D. Cal. Feb. 6, 2017).....15
5 **Other Citations**
6 DLSE Enforcement Manual at § 4.6.....5
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Kaleah Bridges (“Plaintiff”) seeks preliminary approval of a Class Action and
4 PAGA Action Settlement Agreement (“Settlement”) with Defendants Simon Property Group,
5 Inc., Sbox Management Associates, LLC and Simon Sbox Franchise, LLC (“Defendants”)
6 (together with Plaintiff, the “Parties”).

7 The Settlement resolves a class action and representative PAGA action pending before
8 this Court (the “Action”), in which Plaintiff alleges that Defendants failed to reimburse business
9 expenses, failed to furnish accurate itemized wage statements, and failed to timely pay final
10 wages. Plaintiff further alleges that as a result of these violations, Defendants are liable for civil
11 penalties under the Private Attorneys General act (“PAGA”).

12 Plaintiff now respectfully requests that this Court preliminarily approve this non-
13 reversionary, common-fund class action Settlement,¹ in which Defendants have agreed to pay
14 \$1,100,000.00 to the following Settlement Class, which is estimated to consist of approximately
15 770 individuals: **All individuals who worked for Sbox Management Associates, LLC or**
16 **Simon Sbox Franchise, LLC as non-exempt employees in California at any time from June**
17 **3, 2020 through March 31, 2025** (the “Class Release Period”).

18 The Settlement was reached after the parties engaged in private mediation with Monique
19 Ngo-Bonnici, Esq., a highly respected and well-regarded wage and hour class action mediator. In
20 connection with mediation, Defendants provided Plaintiff with extensive informal discovery,
21 including payroll records and relevant data points for putative class members; relevant written
22 policies; exemplar wage statements; and additional relevant data and information.

23 After extensive research and investigation, including an analysis of Defendants’ potential
24 exposure made with the assistance of an expert data analyst, the Parties participated in a full-day
25 mediation with Ms. Ngo-Bonnici on June 26, 2025. The Parties did not reach a settlement at
26 mediation; however, the Parties continued their negotiations with Ms. Ngo-Bonnici’s assistance,
27 and the Parties eventually reached a settlement by way of a mediator’s proposal.

28 _____
¹ The Settlement is attached as **Exhibit 1** to the Korobkin Declaration. The Class Notice and Notice of
Estimated Settlement Award are attached as **Exhibits A and B** to the Settlement.

1 For the reasons discussed herein, Plaintiff respectfully requests that the Court grant
2 preliminary approval of the Settlement.

3 **II. SUMMARY OF THE LITIGATION**

4 **A. FACTUAL AND PROCEDURAL BACKGROUND**

5 Defendants own and operate Starbucks locations in malls and shopping centers owned by
6 Simon Property Group. *See* Declaration of Tuvia Korobkin (“Korobkin Decl.”), ¶ 11. During the
7 relevant time period, Defendants operated a number of such Starbucks locations in California. *Id.*
8 Plaintiff worked for Defendants as a non-exempt employee in California from approximately
9 February 2023 to May 22, 2024. *Id.* As of April 1, 2025, Defendants no longer employ any
10 employees in California. *Id.*

11 On June 3, 2024, Plaintiff filed her Class Action Complaint alleging causes of action for:
12 (1) failure to reimburse business expenses; (2) wage statement violations; (3) failure to timely pay
13 final wages; and (4) violation of the Unfair Competition Law (“UCL”). Korobkin Decl., ¶ 12.

14 On June 3, 2024, Plaintiff also submitted a notice letter to Defendants and to the Labor
15 and Workforce Development Agency (“LWDA”), notifying Defendants and the LWDA of her
16 intent to pursue civil penalties for under the Private Attorneys’ General Act (“PAGA”). Korobkin
17 Decl., ¶ 13. On August 9, 2024, Plaintiff filed the First Amended Class and Representative Action
18 Complaint (“FAC”), adding a cause of action under the PAGA. *Id.*

19 On September 6, 2024, Defendants brought a motion to compel arbitration, pursuant to a
20 purported arbitration agreement that contained a class action waiver. Korobkin Decl., ¶ 15.
21 Plaintiff opposed the motion. *Id.* On October 15, 2024, the Court conducted a hearing. The Court’s
22 tentative ruling was to grant the motion as to Sbox Management Associates, the entity that
23 employed Plaintiff. However, after oral argument presented by Plaintiff’s counsel, the Court
24 ordered the Parties to conduct further briefing and continued the hearing to February 2025. *Id.*
25 The Parties subsequently met and conferred and agreed to mediate. *Id.*

26 On September 2, 2026, pursuant to the Parties’ Court-approved stipulation, Plaintiff filed
27 the operative Second Amended Complaint, which contains class and PAGA group definitions that
28 match the class and PAGA group definitions in the Settlement. Korobkin Decl., ¶ 14.

1 **B. PLAINTIFF’S CLAIMS AND DEFENDANTS’ DEFENSES**

2 **1. Failure to Reimburse Business Expenses**

3 Plaintiff alleges that Defendants failed to reimburse her and other employees for the
4 required use of their personal cellphones for work related purposes. Korobkin Decl., ¶ 16.
5 Specifically, Plaintiff alleges that Defendants required her and other employees to download and
6 use the mobile application “Insperity” on their personal cellphones to clock in and out of their
7 shifts and to record their meal periods, and that Defendants required them to communicate using
8 their personal cell phones for work related purposes. *Id.* Defendants argue that employees were
9 not required to use their personal cellphones in connection with their job duties, as there were
10 other methods for employees to clock in and out and they were not required to communicate using
11 personal cell phones. *Id.* Defendants further assert that if employees did need to use their cell
12 phones for work purposes, there were procedures in place for employees to request reimbursement
13 of work-related expenses. *Id.* Defendants also argue that this claim would not be certified, as it
14 would require hundreds of individualized inquiries as to whether employees incurred business
15 related expenses, whether they were reimbursed, whether Defendants knew (or reasonably should
16 have known) about the expense, and whether the expense was “necessary” under the
17 circumstances. Korobkin Decl., ¶ 15; *see also Gattuso v. Hart-Hanks Shoppers, Inc.*, 42 Cal.4th
18 554, 568 (2007) (“In calculating the reimbursement amount due under section 2802, the employer
19 may consider not only the actual expenses that the employee incurred, but also whether each of
20 those expenses was ‘necessary,’ which in turn depends on the reasonableness of the employee's
21 choices.”); *Grissom v. Vons Companies, Inc.*, 1 Cal.App.4th 52, 58 (1991) (under § 2802,
22 “ascertaining what was a necessary expenditure will require an inquiry into what was reasonable
23 under the circumstances”). Additionally, Defendants argue that Plaintiff’s claims were subject to
24 an arbitration agreement and class action waiver, which was the subject of a motion to compel
25 arbitration filed by Defendants in September 2024, as described above.

26 **2. Wage Statement Claim**

27 Plaintiff alleges that Defendants failed to include Defendants’ legal name on employee
28 wage statements. Specifically, Plaintiff alleges that until January 2025 (when Defendants

1 modified the content of their wage statements), Defendants failed to list “Simon Sbox
2 Franchise LLC” or “Sbox Management Associates, LLC” on employee wage statements, and
3 instead listed other “SBUX” names on employee wage statements. Korobkin Decl., ¶ 17.

4 Defendants argue that Plaintiff’s claim lacks merit, as the names that appeared on
5 employee wage statements gave Plaintiff and other employees adequate notice as to who their
6 employer was. Defendants further contend that any alleged wage statement violations were not
7 “knowing and intentional,” particularly given its good-faith defenses. *See, e.g., Naranjo v.*
8 *Spectrum Security Services, Inc.*, 15 Cal.5th 1056, 1078 (2024) (“an employer’s objectively
9 reasonable, good faith belief that it has provided employees with adequate wage statements
10 precludes an award of penalties under section 226”). Defendants further contend that Plaintiff
11 cannot show that she or other employees “suffer[ed] injury” due to alleged wage statement
12 violations, as required by Lab. Code § 226(e), and that wage statements always accurately
13 reported the amounts paid to employees, thereby fulfilling the purpose of Labor Code § 226.
14 *See* Korobkin Decl., ¶ 17; *see also Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308,
15 1336-37 (2018) (“The purpose of section 226 is to ‘document the paid wages to ensure the
16 employee is fully informed regarding the calculation of those wages.’”) (citing *Soto v. Motel 6*
17 *Operating, L.P.*, 4 Cal.App.5th 385, 392 (2016)). Finally, Defendants argue this claim would
18 not be certified because of, *inter alia*, the individualized inquiries needed to determine whether
19 each of hundreds of employees suffered “injury” because of alleged violation, as well as the
20 arbitration agreements with class action waivers discussed above. Korobkin Decl., ¶ 17.

21 **3. Claim for Late Payment of Final Wages**

22 Plaintiff alleges that Defendants failed to pay employees’ final wages timely, in violation
23 of Labor Code §§ 201-202, and that Defendants are therefore liable for waiting time penalties
24 under Labor Code § 203. Korobkin Decl., ¶ 18. Specifically, Plaintiff alleges that she and other
25 employees were paid their final wages up to 7 days after termination – in Plaintiff’s case, 2 days
26 after termination. *Id.* Defendants argue that the reason some employees may have received wages
27 after termination is because Defendants had to compute the employees’ tips earned in their final
28 pay period, which calculation could not be done until after termination, and therefore, those

wages were not due until that time. *Id.*; *see also* DLSE Enforcement Manual at § 4.6 (“There are situations where wages...are not calculable until after termination and, thus, are not due until that time.”) Defendants further argue that because it maintains a good-faith defense to this claim, any failure to timely pay final wages was not “willful” under Labor Code § 203 and thus penalties would not be available. *See, e.g., Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding “good faith dispute” precluded imposition of waiting time penalties); *Naranjo*, 15 Cal.5th at 1078 (recognizing “good faith dispute” defense to waiting time penalties). Defendants also argue this claim would not be certified due to the arbitration agreements discussed above as well as individualized inquiries that would be needed to assess liability as to each individual employee.

4. PAGA Claim

Finally, Plaintiff alleges that Defendants are liable for PAGA civil penalties as a result of the above violations. Korobkin Decl., ¶ 19. Defendants argue that Plaintiff’s PAGA claim fails because the underlying claims fail. *See, e.g., Price v. Starbucks Corp.*, 192 Cal.App.4th 1136, 1147 (2011) (“Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail.”). Defendants further argue that given their good-faith defenses and attempts to comply with the law, the Court would substantially reduce PAGA penalties even if it were to find in Plaintiff’s favor on her underlying claims. Korobkin Decl., ¶ 19; *see also* Lab. Code § 2699(e)(2) (authorizing discretionary reduction in PAGA penalties); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties because, *inter alia*, “the evidence showed...defendants took their obligations...seriously and attempted to comply with the law”); *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487-RGK (OPx), 2011 WL 7563047 at *4 (C.D. Cal. 2011) (reducing PAGA penalties by over 82% in part because employer was “not aware” of violations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA penalty of \$5 per pay period where employer made “good faith attempts” to comply with the law). Defendants also argue that the PAGA claim would not be manageable on a representative basis, due to the many individualized inquiries that Defendants contend would be required in order to assess liability and damages. Korobkin Decl., ¶ 19.

///

1 **C. DISCOVERY AND MEDIATION**

2 Prior to mediation, the Parties engaged in extensive informal discovery. Defendants
3 produced payroll records for putative class members for nearly the entire class period, relevant
4 wage and hour policies, and other information. Korobkin Decl., ¶ 20. Plaintiff’s counsel hired an
5 expert data analyst to analyze and extrapolate the data. *Id.* This discovery allowed the Parties to
6 intelligently assess Plaintiff’s claims, Defendants’ defenses, and the chances for certification. *Id.*

7 The Parties attended a full-day mediation with highly respected and well-regarded wage
8 and hour class action mediator Monique Ngo-Bonnici, Esq. on June 26, 2025. Korobkin Decl., ¶
9 21. At mediation, the Parties vigorously debated Plaintiff’s claims and Defendants’ defenses, the
10 potential value of Plaintiff’s claims, and the chances of certification. *Id.* The Parties did not reach
11 a settlement at mediation; however, the Parties continued their settlement negotiations with Ms.
12 Ngo-Bonnici’s assistance and eventually agreed to a mediator’s proposal. *Id.* Over the following
13 months, the Parties negotiated the finer terms of the settlement, ultimately resulting in the
14 Settlement now before the Court. *Id.*

15 **III. THE PROPOSED SETTLEMENT**

16 **A. ESSENTIAL TERMS OF THE SETTLEMENT**

17 Under the Settlement, Defendants will pay a non-reversionary Gross Settlement Amount
18 (“GSA”) of \$1,100,000.00. The monetary terms of the Settlement are summarized below:

19

• Gross Settlement Amount (“GSA”):	\$1,100,000.00
• Minus Court-approved attorneys’ fees (up to 35%):	\$385,000.00
• Minus Court-approved costs (up to):	\$25,000.00
• Minus Court-approved Service Payment (up to):	\$10,000.00
• Minus Amount Set Aside as PAGA penalties:	\$150,000.00
• <u>Minus estimated settlement administration costs (up to):</u>	<u>\$15,000.00</u>
Net Settlement Amount (“NSA”):	\$515,000.00
PLUS 25% of PAGA penalties (“PAGA Amount”):	\$37,500.00
Total Amount Paid to Settlement Class:	\$552,500.00

22

24 The amounts for attorneys’ fees, litigation costs, Plaintiff’s service payment, and
25 settlement administration costs are “not to exceed” amounts. The PAGA set-aside is an exact
26 number. Settlement Class members do not need to submit a claim in order to receive a payment
27 from the Settlement (*See* Settlement, § 8.) No other affirmative obligations are placed on
28 Settlement Class members in order to participate in the Settlement.

1 **1. The Settlement Provides for Reasonable Monetary Payments**

2 As noted above, after deducting amounts for attorneys’ fees, litigation costs, Plaintiff’s
3 Class Representative Service Payment, PAGA penalties, and administration costs, the Settlement
4 provides for the total distribution of approximately \$552,500.00 to the Settlement Class and
5 PAGA Group. *See* Settlement, § 6(C)(i)-(v). There are approximately 770 Settlement Class
6 members. *See* Settlement, § 1. Thus, the average Settlement Award to Settlement Class
7 members is estimated to be \$717.53. Korobkin Decl., ¶ 23.

8 The NSA will be distributed to all Participating Class Members (i.e., Settlement Class
9 members who do not opt out of the Settlement) based on each Participating Class Member’s
10 proportional number of workweeks worked for Defendants as a non-exempt employee in
11 California during the Class Period. *See* Settlement, § 8(B). As noted, the NSA is estimated to be
12 \$515,000, or roughly \$30.05 for each of the estimated 17,138 aggregate workweeks
13 worked during the Class Period. Korobkin Decl., ¶ 24. The estimated highest payment from
14 the Net Settlement Amount (i.e., for approximately 118 workweeks during the Class Period, the
15 highest estimated workweeks observed in the data for a single Settlement Class member) is
16 approximately \$3,545.90, the estimated lowest payment from the NSA is approximately \$30.05
17 (for a Settlement Class member who worked only one workweek), and the average estimated
18 payment from the NSA is \$668.83. *Id.*

19 In addition, all members of the PAGA Group, i.e., those Settlement Class members who
20 worked for Defendants as non-exempt employees in California at any time between June 3, 2023
21 through March 31, 2025 (the “PAGA Release Period”), will receive a portion of the \$37,500.00
22 PAGA Amount, based on their proportionate number of pay periods worked during that period.
23 *See* Settlement, §§ 2, 6(C), 8(C). PAGA Group members cannot opt out of the PAGA portion of
24 the Settlement (*Id.*, § 4), and therefore, even those PAGA Group members who opt out of the
25 class portion of the Settlement will still receive a payment from the PAGA Amount.

26 There are approximately 555 PAGA Group members. *See* Korobkin Decl., ¶ 26. Thus,
27 the average payment to PAGA Group members from the PAGA Amount is estimated to be
28 \$67.57. *Id.* There are approximately 10,844 pay periods during the PAGA Release Period, and

1 therefore, the average payment per pay period to PAGA Group members is estimated at
2 \$3.46 per pay period. The estimated highest payment to a PAGA Group member is
3 approximately \$328.52 (i.e., to a PAGA Group member who worked all 95 pay periods during
4 the PAGA Release Period), and the estimated lowest payment to Aggrieved Employees is
5 approximately \$3.46 (assuming just one pay period worked). *Id.*

6 Because all of the claims in the Action are for reimbursement of expenses and/or statutory
7 or civil penalties, payments from the NSA will be treated as penalties and reimbursements and
8 reported on a Form 1099. *See* Settlement, § 8(E).

9 **2. Notice Period and Release of Claims**

10 Notice Packets will be mailed by the Settlement Administrator. *See* Settlement, § 13(B).
11 Settlement Class members will have sixty (60) days from the Notice mailing to opt-out of or object
12 to the Settlement, or submit disputes. *Id.*, § 13(C)-(E). Any opt-outs, disputes, or written
13 objections shall be submitted to the Settlement Administrator. *Id.*

14 Participating Class Members will be bound by the Settlement and will release all wage
15 and hour claims under California law that were pled in the Action, or that could have been pled
16 based on the facts alleged in the Action, during the Class Release Period, i.e., June 3, 2020 through
17 March 31, 2025, including claims that Defendants failed to reimburse business expenses, failed
18 to issue accurate itemized wage statements, failed to timely pay final wages, claims for unfair
19 competition based thereon, and claims for violations of the Labor Code or applicable Wage Order
20 based thereon, which are the same claims alleged in the operative complaint in the Action. *See*
21 Settlement, § 3.

22 In addition, all PAGA Group members (regardless whether they opt-out of the class
23 portion of the Settlement), shall release all claims under the PAGA based on the allegations set
24 forth in the PAGA notice letter submitted by Plaintiff to the LWDA, that arose during the PAGA
25 Release Period, i.e., June 3, 2023 through March 31, 2025. *Id.*, § 4. This includes PAGA claims
26 based on the same underlying claims described above, i.e., PAGA claims for Defendants' alleged
27 failure to reimburse business expenses, issue accurate itemized wage statements, and timely pay
28 final wages. *Id.*

1 The release periods do not exceed the applicable statute of limitations. Specifically, the
2 maximum statute of limitations applicable to Plaintiff's class claims (based on the derivative UCL
3 claim) is 4 years prior to the filing of this lawsuit, i.e., June 3, 2020; and the maximum statute of
4 limitations applicable to the PAGA claim is one year prior to Plaintiff's PAGA notice letter, i.e.,
5 June 3, 2023.

6 **3. Funding of the Settlement and Treatment of Uncashed Funds**

7 Defendants will deposit the Gross Settlement Amount with Phoenix no later than 30 days
8 after the "Effective Date" of the Settlement. Settlement, § 6(B). If there are no objections to the
9 Settlement, the Effective Date will be approximately 60 days after final approval. *Id.*, § 7.

10 Settlement Class members will have 180 days to cash their settlement payment checks.
11 (*See* Settlement, § 8(F).) Any funds from uncashed checks will be deposited with the Unclaimed
12 Property Fund in the name of the Settlement Class member, not with a *cy pres.* (*Id.*)

13 **4. Attorneys' Fees and Costs, Class Representative Service Payment, and**
14 **PAGA Payment**

15 At final approval, Plaintiff will apply for a Class Representative Service Payment of
16 \$10,000.00. *See* Settlement, § 6(C)(iii). "[I]ncentive awards are fairly typical in class action
17 cases...and are intended to compensate class representatives for work done on behalf of the class
18 [and] to make up for financial or reputational risk undertaken in bringing the action." *In re*
19 *Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393-94 (2010).

20 As will be more fully briefed at final approval, Plaintiff's requested service payment is in
21 recognition of the time and effort she expended on behalf of the Settlement Class, including
22 providing factual information and documents to counsel, discussing with counsel the claims and
23 theories at issue in the litigation, reviewing the settlement agreement and other documents, and
24 otherwise actively participating in the prosecution of this case, as well as for Plaintiff's general
25 release of claims and waiver of Civil Code § 1542. *See* Settlement, § 5. Plaintiff respectfully
26 submits that the requested payment is well within the range of approval. *See, e.g., Bellinghausen*
27 *v. Tractor Supply Company*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$15,000 payment
28 to named plaintiff from \$1,000,000 wage and hour class action settlement, including \$10,000

1 incentive payment and additional \$5,000 for his general release, where payments to class
2 members averaged just over \$450); *Martinez v. Knight Transportation*, No. 1:16-cv-01730, 2023
3 WL 5917989 (E.D. Cal. Sept. 11, 2023) (approving \$10,000 incentive award to plaintiff in
4 \$400,000 claims-made wage and hour class action settlement where payments to class members
5 averaged about \$127).

6 The Settlement designates \$150,000.00 as PAGA penalties, of which \$112,500.00 (75%)
7 will be paid to the LWDA, with the remaining \$37,500.00 (25%) distributed to PAGA Group
8 members (Settlement, §§ 6(C)(v), 8(C)), consistent with the PAGA’s requirements (Labor Code
9 § 2699(i)).² Plaintiff submits that this allocation to the LWDA is appropriate. *See, e.g., Chu v.*
10 *Wells Fargo Inv., LLC*, No. C-05-4526-MHP, 2011 WL 672645 at *1 (N.D. Cal. Feb. 16, 2011)
11 (approving PAGA payment of \$7,500 to LWDA from \$6.9 million settlement); *Lagunas v. Young*
12 *Adult Institute, Inc.*, No. 23-cv-00654-RS, 2024 WL 1025121 (N.D. Cal. Mar. 8, 2024)
13 (preliminarily approving PAGA allocation of \$20,000 from \$850,000 settlement).

14 At final approval, Plaintiff’s counsel will request attorneys’ fees of up to 35% of the GSA
15 (currently estimated at \$385,000), and up to \$25,000 in litigation costs. *See* Settlement, § 6(C)(iv).
16 The requested fee is fair compensation for undertaking complex, risky, expensive, and time-
17 consuming litigation on a contingent basis, and achieving a strong result for the Settlement Class.
18 Plaintiff’s counsel have incurred substantial attorneys’ fees conducting pre-filing investigation
19 and legal research; opposing Defendants’ motion to compel arbitration; analyzing payroll records
20 and other data with Plaintiff’s data expert to create a damages model; preparing for and attending
21 mediation; negotiating and preparing the Settlement; preparing this Motion; and otherwise
22 prosecuting this case. Korobkin Decl., ¶ 33. Counsel will also incur future attorney fees in
23 overseeing the Notice process, fielding phone calls from Settlement Class members, preparing
24 the Final Approval Motion, and appearing at the Final Approval Hearing. *Id.*

25 It is appropriate to award attorney fees as a percentage of the “common fund” created by
26 the settlement, as is the case here. *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480 (2016) (holding
27 “the percentage of fund method survives in California class action cases”). Counsel’s fee request
28

² Plaintiff’s PAGA letter was submitted to LWDA prior to the June 2024 PAGA amendments.

1 is within the range of reasonableness and is typical for common fund settlements. *See, e.g.,*
2 *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, n.11 (2008) (“regardless whether the percentage
3 method or the lodestar method is used, fee awards in class actions average around one-third of
4 the recovery”). As will be briefed at final approval, the fee request is reasonable in light of the
5 substantial risks and work undertaken, the results obtained, and the efficiency with which counsel
6 conducted the litigation.

7 Counsel respectfully submit that they obtained a very strong result in this case. The Gross
8 Settlement Amount represents a recovery of over \$64 per workweek (i.e., \$1,100,000 / 17,138
9 workweeks) on a gross basis, in exchange for a narrow release of claims.

10 In addition, counsel respectfully submit that their advocacy efforts directly and positively
11 impacted the high value of this settlement. As noted above, Defendants brought a motion to
12 compel arbitration, which would have stricken Plaintiff’s class claims. The Court’s tentative
13 ruling was to grant the motion as to Plaintiff’s direct employer, Sbus Management Associates,
14 LLC, but after Plaintiff’s counsel submitted oral argument, the Court did not adopt its tentative
15 and instead ordered further briefing on an issue raised by Plaintiff’s counsel in their briefing and
16 reiterated at the hearing. (Korobkin Decl., ¶ 15.) After the hearing, the parties met and conferred
17 and agreed to attend classwide mediation notwithstanding the arbitration agreement. (*Id.*) In other
18 words, Plaintiff’s counsel’s advocacy – both in the courtroom and at the negotiating table –
19 directly resulted in a strong result for the Settlement Class, who would have received zero
20 classwide recovery if the arbitration motion had succeeded.

21 **IV. ARGUMENT**

22 **A. PRELIMINARY APPROVAL IS WARRANTED**

23 California Rule of Court 3.769 conditions class action settlements on court approval,
24 which is generally evaluated under the same standards as Fed. R. Civ. Proc. 23. *See Reed v. United*
25 *Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule 3.769 requires court to determine
26 “that the settlement is fair, reasonable and adequate to all concerned”); *Hanlon v. Chrysler Corp.*,
27 150 F.3d 1011, 1026 (9th Cir. 1998) (Rule 23(e) requires court to determine “whether a proposed
28 settlement is fundamentally fair, adequate, and reasonable”). Settlement is the preferred means of

dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). The Court’s role is to ensure the settlement taken as a whole is fair and within the range of reasonableness. *Hanlon*, 150 F.3d at 1027. There is a presumption of fairness when a settlement is negotiated at arm’s length by counsel. *See, e.g., Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

1. Standard for Preliminary Approval

To make a fairness determination, the Court should consider several factors, including: “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). “The list of factors is not exclusive and the Court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245 (2001). As discussed below, the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this case.

a. The Strength of Plaintiff’s Case

Although Plaintiff maintains her claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with class certification and eventual trial on the merits. As described in section II.B., *supra*, Defendants presented multiple defenses to Plaintiff’s claims, both on the merits and to class certification, rendering success far from certain.

b. Risk, Expense, Complexity, and Duration of Further Litigation

The Parties engaged in significant informal discovery. Korobkin Decl., ¶¶ 20, 35. However, the Parties still had to conduct formal discovery and Plaintiff still had to file for class certification. *Id.* Even if Plaintiff obtained certification, the Parties would incur considerable fees and costs through a possible decertification motion, motions for summary judgment, trial, and potential appeals. *Id.* The Settlement avoids those risks and the accompanying expense.

///

///

1 **c. Risk of Maintaining Class Action Status**

2 Plaintiff had not yet filed her motion for class certification. Absent settlement, there was
3 a risk there would not be a certified class at trial, or if there were, that it would consist of a
4 significantly smaller group of employees than the proposed Settlement Class, and the expected
5 recovery would be significantly reduced. Thus, this factor supports preliminary approval.

6 **d. Amount Offered in Settlement Given Realistic Value of Claims**

7 The Settlement provides a fair and reasonable monetary recovery for the Settlement Class
8 for disputed claims. As detailed in the Korobkin Declaration, and with the assistance of an expert
9 data analyst, Plaintiff conducted an analysis and extrapolation of potential damages due to
10 Defendants’ allegedly unlawful policies and practices. Based on this analysis, Plaintiff estimates
11 that Defendant’s *maximum* potential exposure (under an “everything goes right” scenario) would
12 be approximately \$2,976,400. After applying reasonable discounts for risks of not obtaining class
13 certification and risks of losing on the merits, Plaintiff estimated her claims had a realistic
14 potential value of approximately \$1,210,555. Korobkin Decl., ¶¶ 27-32. The proposed
15 settlement of \$1,100,000.00 therefore represents over 90% of Plaintiff’s reasonably
16 forecasted classwide recovery. *Id.*

17 **e. The Experience and Views of Counsel**

18 “Parties represented by competent counsel are better positioned than courts to produce a
19 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pac. Enter.*
20 *Securities Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Here, counsel have extensive experience
21 litigating wage and hour class actions, and have been appointed class counsel in numerous cases
22 alleging similar claims. *See* Korobkin Decl., ¶¶ 2-10; Larsen Decl., ¶¶ 2-5. Counsel conducted an
23 in-depth review of Defendants’ policies, payroll records, and other relevant data, and drew on
24 their extensive experience to assess the potential value of Plaintiff’s claims. Korobkin Decl., ¶¶
25 2-11, 28-32. The Settlement was also reached after a full-day mediation with Monique Ngo-
26 Bonnici, Esq., a highly respected and well-regarded wage and hour class action mediator. *Id.*, ¶
27 21. This strongly supports preliminary approval. *Kullar*, 168 Cal.App.4th at 130.

28 ///

1 **f. The Settlement Is Devoid of Obvious Deficiencies**

2 The Settlement provides tangible monetary relief to the Settlement Class, and the amounts
3 proposed for attorneys’ fees, litigation costs, Plaintiff’s service payment, and PAGA penalties are
4 all reasonable and appropriate based on the facts of this case.

5 **g. The PAGA Settlement is Fair and Reasonable**

6 PAGA penalties are intended to “remediate present violations and deter future ones, not
7 to redress employees’ injuries.” *Amaro v. Anaheim Arena Management, LLC*, 69 Cal.App.5th
8 521, 542 (2021). The standard for evaluating a PAGA settlement is not whether the employees
9 are fully compensated for their injuries, but “whether it is fair, reasonable, and adequate in view
10 of PAGA’s purposes to remediate present labor law violations, deter future ones, and to
11 maximize enforcement of state labor laws.” *Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56, 77
12 (2021), disapproved of on other grounds by *Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664 (2024).

13 PAGA was initiated to ensure compliance with the Labor Code in light of the
14 government’s limited enforcement resources. *Iskanian v. CLS Transp. Los Angeles, LLC*, 59
15 Cal.4th 348, 379 (2014). Where, as here, the parties reach a substantial settlement providing
16 employees with monetary compensation for underlying Labor Code violations, many of
17 PAGA’s underlying policy objectives are satisfied. Moreover, as noted above, Defendants
18 changed at least some of their relevant practices (including the information included on
19 employee wage statements) after this lawsuit was filed, furthering PAGA’s objective of
20 preventing future violations.

21 The amount allocated to the PAGA claims is fair to those affected because it accounts
22 for a realistic assessment of the PAGA exposure on the claims as well as the significant
23 possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the
24 merits due to the Court’s discretion to substantially reduce PAGA penalties. In valuing the
25 PAGA claim, Plaintiff and Class Counsel took into account the fact that the Court would have
26 discretion to significantly reduce the PAGA award based on whether the amount of the award
27 would be “unjust, arbitrary and oppressive, or confiscatory” (Labor Code § 2699(e)(2)), and
28 considered the possibility that their ability to recover any PAGA penalties was uncertain.

1 Here, the \$150,000.00 PAGA allocation is well within the range approved by California
2 courts and therefore should be approved. Indeed, PAGA settlements for as little as \$0 have
3 been approved. *See, e.g., Nordstrom Comm’n Cases*, 186 Cal. App. 4th 576, 589 (2010)
4 (approving PAGA settlement and release that allocated \$0 to PAGA claim). Courts have also
5 approved settlements for \$20,000 or less in cases with gross settlement values of \$4 million or
6 more. *See, e.g., Hicks v. Toys ‘R’ Us–Delaware, Inc.*, 2014 WL 4703915, at *1 (C.D. Cal. Sept.
7 2, 2014) (approving \$5,000 PAGA payment in \$4 million settlement); *Chu v. Wells Fargo*
8 *Invest. LLC*, 2011 WL 672645, at *1 (N.D. Cal. Feb. 16, 2011) (approving PAGA payment of
9 \$10,000 in \$6.9 million settlement); *Williams v. Brinderson Constructors*, 2017 WL 490901, at
10 *5 (C.D. Cal. Feb. 6, 2017) (\$10,000 PAGA settlement in \$300,000 settlement).

11 **B. THE COURT SHOULD CERTIFY THE PROPOSED CLASS**

12 The proposed Settlement Class satisfies the criteria for certification because: (1) the
13 Settlement Class is ascertainable and numerous; (2) common questions of law and fact
14 predominate; (3) Plaintiff’s claims are typical of the Settlement Class; and (4) Plaintiff and her
15 counsel will fairly and adequately represent the Settlement Class. Cal. Code Civ. Proc. § 382.

16 **1. The Proposed Class Is Ascertainable and Numerous**

17 A class is “ascertainable” where members “may be readily identified without unreason-
18 able expense or time by reference to official [or business] records.” *Sevidal v. Target Corp.*, 189
19 Cal.App.4th 905, 919 (2010). The Settlement Class of approximately 770 members includes non-
20 exempt employees who worked for Defendants in California during the Class Period, and thus
21 are numerous and can be readily identified from Defendants’ records. Korobkin Decl., ¶ 36.

22 **2. Common Issues of Law and Fact Predominate**

23 The focus on certification is not on the merits of the case, but rather on what types of
24 questions, “common or individual,” are likely to arise in the action. *Sav-On Drug Store, Inc. v.*
25 *Sup. Ct.*, 34 Cal.4th 319, 327 (2004). Plaintiff’s claims are predicated primarily on Defendants’
26 allegedly unlawful failure to reimburse business expenses, alleged failure to include accurate
27 information on wage statements, and alleged failure to timely pay final wages. Such claims are
28 commonly held proper for class certification. *See, e.g., Cochran v. Schwan’s Home Service, Inc.*,
228 Cal.App.4th 1137 (2014) (reversing denial of certification of reimbursement claim); *Amey v.*

1 *Cinemark USA Inc.*, No. 13cv-05669-WHO, 2018 WL 3956326 (N.D. Cal. Aug. 17, 2018)
2 (certifying direct wage statement claim); *Brewer v. General Nutrition Corp.*, No. 11-cv-3587-
3 YGR, 2014 WL 5877695 at **9-11 (N.D. Cal. Nov. 12, 2014) (certifying final pay class based
4 on alleged failure to timely pay final wages).

5 **3. The Named Plaintiff's Claims Are Typical**

6 Typicality is satisfied where class representatives have claims that are typical of the class.
7 *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal.App.3d 1341, 1347 (1987). Here,
8 Plaintiff's claims are typical of those held by Settlement Class members. Plaintiff was employed
9 by Defendants as a non-exempt employee in California during the Class Period, and she was
10 injured by the same challenged policies that allegedly injured the Settlement Class as a whole.
11 See Declaration of Kaleah Bridges ("Bridges Decl."), ¶¶ 2-3. Thus, typicality is satisfied.

12 **4. Plaintiff and Class Counsel Will Adequately Represent the Class**

13 The adequacy requirement examines conflicts of interest between named parties and the
14 class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Svcs.*, 155
15 Cal.App.4th 676, 697 (2007). Plaintiff and her counsel will adequately represent the Settlement
16 Class, as there are no known conflicts between Plaintiff or her counsel and the Settlement Class.
17 See *McGhee v. Bank of Am.*, 60 Cal.App.3d 442, 450 (1976) (finding adequacy satisfied where
18 there was no indication that plaintiff's counsel was not qualified and the named plaintiff had no
19 interests antagonistic to those of the proposed class). Class Counsel also have extensive
20 experience in wage and hour class action litigation, as noted above.

21 **C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE**

22 The Court should order distribution of the proposed Notice by U.S. Mail, using last known
23 mailing addresses provided by Defendants. See Settlement, § 13. This is the "best notice
24 practicable" under the circumstances, as it provides "individual notice to all members who can be
25 identified through reasonable effort." *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974).
26 Defendants represent that the only contact information they have for *all* Settlement Class
27 members is their mailing addresses; therefore, U.S. Mail is the best notice practicable to maximize
28 notice distribution to the Settlement Class. Plaintiff proposes the Settlement be administered by

1 Phoenix Settlement Administrators, an experienced class action settlement administrator. (*See*
2 Jodey Lawrence Declaration and exhibits.) Settlement Class members' addresses will be
3 ascertainable through Defendants' records. Phoenix will also run all addresses through the U.S.
4 Postal Service National Change of Address database and/or perform "skip traces" to obtain
5 current addresses. *See* Settlement, § 13(B).

6 The proposed Notice satisfies Cal. Rule of Court 3.766(d) because it advises Settlement
7 Class members of the nature of the claims; the basic contentions of the parties; the key terms of
8 the Settlement; the 60-day deadline to opt-out, object, or submit a dispute and how to do so;
9 explains the recovery formula and expected recovery amount for each Settlement Class member;
10 and explains the releases of claims included in the Settlement. *See* Korobkin Decl., Exh. A to Exh.
11 1. The proposed Notice also includes the final approval hearing date and time, and it provides
12 contact information for Class Counsel and Phoenix in the event Settlement Class members have
13 any questions about the Settlement. *Id.* This Notice satisfies Cal. Rule of Court, rule 3.766(e) as
14 the most reliable and cost-effective method of reaching the Settlement Class.

15 **D. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

16 Finally, the Court should set a hearing for final approval on a date appropriately scheduled
17 to follow Settlement Class members' response deadline. *See* Cal. Rule of Court 3.769.

18 **V. CONCLUSION**

19 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily
20 approve the proposed Settlement, provisionally certify the Settlement Class, and enter the
21 Proposed Order submitted concurrently herewith.

22 Respectfully submitted,

23 Dated: September 18, 2026

MARQUEE LAW GROUP, APC

24 By: 

25 Tuvia Korobkin
26 Attorneys for Plaintiff
27
28