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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

STEVEN JOSEPH THOMAS, individually and on behalf of all others similarly situated, Plaintiffs, vs. BOYS & GIRLS CLUB OF SOUTH SAN LUIS OBISPO COUNTY; BOYS & GIRLS CLUBS OF THE CENTRAL COAST; UNITED BOYS AND GIRLS CLUBS OF SANTA BARBARA COUNTY; and DOES 1 to 50, inclusive	Case No.: 24CV03448 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY** Date: March 6, 2026 Time: 10:00 am Dept.: 4 Honorable Donna D. Geck Filed Concurrently with; Declaration of Adrian Bacon; Declaration of Steven Joseph Thomas; Proposed Order

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 6, 2026 at 10:00 a.m., in Department 4 of the above-captioned Court, located at 1100 Anacapa Street Santa Barbara, CA 93101, Plaintiff Steven Joseph Thomas ("Plaintiff") will and hereby does move for an order: (1) granting class certification of the below-defined Class for settlement purposes only pursuant to Code of Civil Procedure § 382; (2) preliminarily approving the Stipulation and Class

Action Settlement Agreement (the "Settlement") between Plaintiff and Defendants Boys & Girls Clubs of South San Luis Obispo County, Boys & Girls Clubs of the Central Coast and United Boys & Girls Clubs of Santa Barbara ("Defendants"); (3) appointing Adrian R. Bacon and Todd M. Friedman, of Law Offices of Todd M. Friedman as Class Counsel; (4) appointing Plaintiff as the Class Representative; (5) approving the use of the proposed notice procedure and related forms; (6) directing that the Class Notice be mailed to the Class; (7) scheduling a hearing date for a final approval hearing; and (8) approving the PAGA settlement.

This is a stipulated settlement of a class and representative action on behalf of a class defined as all individuals who are or were employed by Defendants as non-exempt employees in California from June 18, 2020 to the date of Preliminary Approval.

This Motion is made on the following grounds: 1) all requirements for class certification, for settlement purposes only, are met pursuant to Code of Civil Procedure § 382; 2) Plaintiff and his counsel are adequate to represent the Class; 3) the Settlement is a fair, adequate, and reasonable compromise of the disputed wage and hour claims in this case; and 4) the proposed notice procedure meets all due process requirements. The Settlement is made by Plaintiff, individually and on behalf of the Class Members, including all Aggrieved Employees, and Defendants. In view of the foregoing, the Settlement should be preliminarily approved, notice should be disseminated to Class Members, a Final Fairness Hearing should be scheduled, and the [Proposed] Order Granting Preliminary Approval of Class Action Settlement should be entered.

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This Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the Declaration of Adrian R. Bacon in support thereof, including all exhibits thereto, Declaration of the named Plaintiff, all papers and pleadings on file with the Court in this action, all matters judicially noticeable, and such oral and documentary evidence as may be presented in connection with the hearing on the Motion.

Date: November 4, 2025

Law Offices of Todd M. Friedman, PC

Adrian R. Bacon Esq.

TABLE OF CONTENTS

TALE OF AUTHORITIES

Cases

Statutes

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this Motion, Plaintiff Steven Joseph Thomas ("Plaintiff") respectfully requests the Court 1) conditionally certify the putative Class, for settlement purposes only, pursuant to Code of Civil Procedure § 382, 2) preliminarily approve the Class Action and PAGA Settlement Agreement (the "Settlement"), 3) direct that notice be disseminated to the Class, 4) approve of the PAGA settlement provided for in the Settlement, and 5) schedule a Final Fairness Hearing. The Settlement provides for a non-reversionary fund of Two Hundred-Twenty-Five Thousand Dollars ($225,000.00) in compromise of the disputed wage and hour claims asserted in this case.

Plaintiff's complaint alleges, on behalf of himself and all Class Members and Aggrieved Employees, that Defendants The Boys & Girls Club of South San Luis Obispo County, Boys & Girls Clubs of the Central Coast and United Boys and Girls Clubs of Santa Barbara County ("Defendants") are liable for unpaid wages, in addition to statutory and civil penalties, as a result of Defendants' failing to provide employees with minimum and overtime wages, meal, rest, and recovery periods or premium wages in lieu thereof, all wages earned and owed at termination, and accurate written wage statements. There are approximately 935 putative Class Members, based on information provided by Defendants for purposes of mediation. (Declaration of Adrian R Bacon ("Bacon Decl.") ¶¶ 30, 48.)

This Motion should be granted for the following reasons: 1) all requirements are met for class certification, for settlement purposes only, pursuant to Code of Civil Procedure § 382; 2) the Settlement meets all indicia for fairness, reasonableness, and adequacy; 3) Plaintiff is adequate to serve as Class Representative; 4) Plaintiff's counsel are adequate to serve as Class Counsel; and 5) the proposed notice procedures and all related forms comport with due process requirements and adequately apprise Class Members of their rights. Furthermore, a Final Fairness Hearing should be scheduled to allow putative Class Members an opportunity to be heard regarding the Settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff worked for Defendants from 2018 until 2023. From 2018 to 2020, Plaintiff worked at Defendants' location in Oceano, CA. From 2020 to 2022, Plaintiff worked in the Boys and Girls Club location in Santa Maria, CA. Lastly, Plaintiff worked from 2022 through August 2023 in the Santa Barbara, CA Boys and Girls Club location. The putative Class consists of other current and former non-exempt employees who worked for Defendants in California from June 18, 2020 to the date of Preliminary Approval ("Class Period").

On June 19, 2024 Plaintiff filed his Original complaint before This Honorable Court alleging a class action for various alleged Labor Code violations, including, but not limited to, failing to provide meal and rest breaks. On October 1, 2024, Plaintiff filed an amended complaint adding a cause of action under Private Attorneys General Act Lab. Code §§ 2698 et. seq. ("PAGA").

Plaintiff alleges claims on behalf of himself and a class of non-exempt current and former employees who were employed by Defendants in California during the Class Period for, *inter alia*, Defendants' alleged failure to pay at least minimum wages for all hours worked, failure to pay premium wages for missed, late, and/or interrupted meal and rest periods, failure to pay premium wages for all overtime hours worked, failure to provide accurate itemized wage statements, failed to provide recovery periods, and failure to pay all wages upon termination.

On November 26, 2024, Defendant Boys & Girls Clubs of the Central Coast filed a Motion to Compel Arbitration and stay Proceedings, which Plaintiff opposed. Before Defendant's Motion could be adjudicated, both parties stipulated to stay proceedings to attend a mediation of this matter. Subsequently, The Parties agreed to an early private mediation with Mike Strauss, Esq. of Judicate West. For purposes of negotiation, Defendants provided Plaintiff's counsel with information relevant to the claims and defenses at issue, including class parameters such as hourly wage, number of workweeks and number of class members, a sample of the Class Members' and Aggrieved Employees' timekeeping and payroll records, and documents pertaining to Defendants' policies and procedures.

On April 29, 2025, the Parties participated in a full day mediation that ultimately resulted in this Settlement. Bacon Decl. ¶¶ 11–13. The Parties were unable to reach a settlement at the mediation, but that day Mr. Strauss made a mediator's proposal to resolve the claims described herein. *(Id).* The Parties accepted Mr. Strauss' proposal resulting in the instant settlement. Bacon Decl. ¶ 14. Defendants deny all claims and agree to settlement due to the risk and costs of protracted litigation and acknowledge these arguments presented, are for purposes of settlement only.

III. SETTLEMENT OVERVIEW

The Settlement provides for a non-reversionary Settlement Fund for the benefit of all Class Members and Aggrieved Employees. (See settlement Agreement, Bacon Decl. Ex. A, ¶ 3.1.) The Settlement Fund is defined as the Gross Settlement Amount of Two Hundred Twenty-Five ($225,000.00). *(Id).*[1] "Class Members" means "all non-exempt employees who are or were employed by Defendants in California during the Class Period." *(Id at 1.9).* The Class Period is June 18, 2020 to the date of Preliminary Approval. *(Id at 1.12).* "Aggrieved Employees" means all non-exempt employees who are or were employed by Defendants in California during the PAGA Period. *(Id at 1.4)* The PAGA Period is June 18, 2023 to date of Preliminary Approval. *(Id at 1.30)*.[2] "Participating Class Members" includes all Class Members and Aggrieved Employees who do not timely exclude themselves from the Settlement. *(Id at 1.34).* There are approximately 935 employees in the class, with an estimate number of workweeks for all Defendants as 43,673. *(Id at 4.1).*

Each Participating Class Member is entitled to an Individual Settlement Share of the

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[1] This amount is subject to an escalator clause. Settlement § 9.

[2] Defendants may elect to truncate the class period if it decides it does not way to trigger the escalator provisions.

Net Settlement Amount, which is defined as the Gross Settlement Amount, less 1) the Service Award of $10,000 for Plaintiff for his service to the Class as Class Representative, 2) Attorneys' Fees in the amount of Seventy-Five Thousand Dollars ($75,000.00), or one third (33.33%) of the Settlement Fund, plus Class Counsel's expenses of up to $10,000, 3) Claims Administration Expenses, including the postage and printing costs for the Class Notices and the postage costs for mailing the payments (estimated to be less than $12,500),[3] and 4) the PAGA Allocation of Ten Thousand Dollars ($10,000), 75% of which shall go to the Labor and Workforce Administration ("LWDA") and 25% of which shall go to Aggrieved Employees. Bacon Decl. ¶ 35.

The Net Settlement Amount will be paid as pro rata individual shares to Participating Class Members according to the number of Workweeks worked during the Class Period. *Id*. The portion of each Individual Settlement Share representing wages will be subject to normal employment tax withholdings relative to the Participating Class Member's employment (e.g., withholdings for State and Federal income tax, employee FICA tax, California SDI, etc.), including employer-side payroll taxes, with the Administrator remitting all such withholdings directly to the pertinent state and federal taxing authorities. The Settlement releases from liability Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, representatives, and agents during the Class Period and their respective predecessors, successors, parents, assigns, subsidiaries, and affiliates. ("Released Parties"). *Id*. ¶¶ 39–40. Every Class Member who does not request exclusion from, or "opt-out" of, the Class, including Plaintiff, will release all known and unknown wage and hour claims for the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or that were ascertained in the course of the Action. *Id*. ¶ 40.

[3] Phoenix provided a $11,500 quote, and we expect this will be the final cost, but if the class size increases the total cost may slightly increase, thus where the estimate of no more than $12,500 comes from for purposes of this Motion.

Within thirty (30) days of the entry of the Preliminary Approval Order, Defendants will provide the Claims Administrator with a list of all Class Members, including the name and social security number, most current mailing address, and number of Class Period Workweeks and PAGA Pay Periods. ("Class List"). Within fourteen (14) days of receipt from Defendants of the Class List, the Claims Administrator will mail the Notice of Class Settlement and the Opt-Out form by First-Class US Mail, postage prepaid, in addition to a Statement of Weeks Worked. Class Members will have forty-five (45) days after the date of mailing to submit disputes, requests for exclusion, and/or objections. Bacon Decl. ¶ 43. No funds will revert to Defendants. *(Id at 3.1)*.

IV. ARGUMENT

A. All Requirements For Class Certification Are Met

The Code of Civil Procedure provides that a class may be certified if the following requirements are met:) the Class is ascertainable and its members are too numerous for joinder to be practical; 2) all Class Members share a community of interest, and questions of law and fact common to the Class predominate over questions unique to individual members; 3) the Representative's claims are typical of Class Members' claims; and 4) the Representative will fairly and adequately represent Class interests. Code Civ. Proc. § 382; *see also Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000), *as modified* (Aug. 9, 2000) (citing *Richmond v. Dart Industries, Inc*., 29 Cal.3d 462, 470 (1981)). With respect to certification of a class for purposes of settlement, "it is also well established that trial courts should use different standards to determine the propriety of a settlement class, as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases." *Glob. Mins. & Metals Corp. v. Superior Ct*., 113 Cal. App. 4th 836, 859 (2003) (citing *Dunk v. Ford Motor Co*., 48 Cal.App.4th 1794, 1807, fn.19 (1996)).

1) <u>The Class is ascertainable and numerous</u>

A class is ascertainable when "[objective characteristics and common transactional facts] make the ultimate identification of class members possible when that identification becomes necessary." *Noel v. Thrifty Payless, Inc*., 7 Cal. 5th 955, 980 (2019) (quoting *Hicks v. Kaufman & Broad Home Corp*., 89 Cal. App. 4th 908, 915 (2001), *as modified on denial of reh'g* (July 3, 2001)). In addition, "there is no set number required as a matter of law for the maintenance of a class action." *Hebbard v. Colgrove*, 28 Cal. App. 3d 1017, 1030 (Ct. App. 1972) (citing *Bowles v. Superior Court*, 44 Cal.2d 574 (1955) (approving a class of 10).

The Class in the instant matter refers to all non-exempt employees who are or were employed by Defendants in California from June 18, 2020 to the date of Preliminary Approval. The Class is thus objectively ascertainable because its members may be identified by reference to Defendants' records, which Defendants have agreed to share confidentially to facilitate the settlement process. The Class is also sufficiently numerous because it would be impractical and economically burdensome and inefficient to require approximately 935 employees in the class, either to maintain individual actions or be joined as named plaintiffs in this action. *See Noel,* 7 Cal. 5th at 968.

2) <u>Common questions predominate</u>

A question of law or fact is common to the class if it may be resolved through common proof. *See, e.g., Kizer v. Tristar Risk Mgmt*., 13 Cal. App. 5th 830, 842 (2017), *as modified* (July 26, 2017) (citing *Brinker Rest. Corp. v. Superior Ct*., 53 Cal. 4th 1004, 1033 (2012)). Predominance "hinges on 'whether the theory of recovery advanced by the proponents of certification is, as an analytical matter, likely to prove amenable to class treatment." *Wilson v. La Jolla Grp*., 61 Cal. App. 5th 897, 276 Cal. Rptr. 3d 118, 125 (2021) (quoting *Duran v. U.S. Bank Nat'l Assn*., 59 Cal. 4th 1, 28 (2014)). Moreover, predominance "is a comparative concept, and 'the necessity for class members to individually establish eligibility and damages does not mean individual fact questions predominate."' *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 334 (2004) ("*Sav-On*") (quoting *Reyes v. San Diego County Bd. of Supervisors*, 196 Cal.App.3d 1263, 1278 (1979)); *see also Benton v. Telecom Network Specialists, Inc*., 220 Cal. App. 4th 701, 726 (2013) ("[T]he employer's liability arises by adopting a uniform policy that violates the wage and hour laws. Whether or not the employee was able to take the required break goes to damages.") (quoting *Faulkinbury v. Boyd & Assocs., Inc*., 216 Cal. App. 4th 220, 235 (2013), *disapproved of on other grounds by Noel*, *supra*, 7 Cal. 5th 955)). Accordingly, "[i]ndividual issues do not render class certification inappropriate so long as such issues may effectively be managed." *Sav-On*, 34 Cal.4th at 334.

During their investigation, Plaintiff's counsel contends that they determined that Defendants' policies and practices are either identical or sufficiently similar to raise the same questions of liability as to all Class Members. (Bacon Decl. ¶ 51). Plaintiff contends that the following questions are common to all Class Members in this matter: 1) whether Defendants' uniform policies and timekeeping practices resulted in the failure to capture all hours worked by Plaintiff and Class Members pursuant to Labor Code § 1174; 2) whether Defendants unlawfully and/or willfully failed to pay Plaintiff and Class Members for all hours worked, including in violation of Labor Code §§ 200, 226, 1197, 1194 and 1198; 3) whether Defendants had a uniform policy and/or practice of denying Plaintiff and Class Members meal and periods as mandated by California law; 4) whether Defendants had a uniform policy and/or practice of failing to compensate Plaintiff and Class Members for missed or non-compliant meal and rest periods; 5) whether Defendants' pattern and practice of failing to Plaintiff and Class Members all compensation owed is an unlawful, unfair, and/or fraudulent business act or practice in violation of the UCL; 6) whether Defendants failed to provide Plaintiff and Class Members accurate, itemized wage statements; 7) whether Defendants failed to provide recovery periods to Plaintiff and Class members; 8) whether Defendants unlawfully and/or willfully failed to pay promptly all compensation owed to Plaintiff and Class Members on termination of their employment in violation of Labor Code §§ 201-203; and 9) whether Plaintiff and absent Class Members sustained damages; and, if so, the proper measure of such damages, including interest, penalties, costs, attorneys' fees, and equitable relief. (*Id.*)

Plaintiff contends that questions common to the Class predominate. Because Class Members would have to prove the same issues of law and fact to prevail on identical claims, and because their potential legal remedies are identical, it would be preferable to resolve all Class claims by means of the Settlement rather than requiring each Class Member to litigate the same claims individually. Accordingly, a class-wide settlement is superior to any other method of resolution. (*Id*. ¶ 49.)

3) Plaintiff's claims are typical of the Class

Typicality requires a showing that "the claims or defenses of the representative plaintiffs are typical of class claims or defenses." *Linder*, 23 Cal. 4th at 443 (citation omitted). However, the inquiry turns on the nature of the class representative's claim or defense, not "the specific facts from which it arose or the relief sought." *Seastrom v. Neways, Inc*., 149 Cal. App. 4th 1496, 1502 (2007) (quoting *Hanon v. Dataproducts Corp*., 976 F.2d 497, 508 (9th Cir. 1992)). Typicality is "to assure that the interest of the named representative aligns with the interests of the class." *Id*. Accordingly, "[t]he test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct." *Id*. (internal quotations and citations omitted). Notably, "[i]t has long been established that class certification under section 382 does not require simultaneous or identical injuries." *Hopkins v. De Beers Centenary AG*, No. CGC-04-432954, 2005 WL 1020868, at *6 (Cal. Super. Ct. Apr. 15, 2005) (citing *Classen v. Weller*, 145 Cal.App.3d 27, 46 (1983)).

Plaintiff's claims are typical of the Class. Like absent Class Members, Plaintiff worked as a non-exempt employee for Defendants in California during the Class Period and was subject to the same general policies and practices with respect to timekeeping, payroll, wage statements, and breaks. Bacon Decl. ¶ 50. In addition, Defendants would also likely assert the same defenses to Class Members' individual claims as to Plaintiff's, including that Defendants paid each non-exempt employee for all hours worked, that each was provided with compliant meal and rest periods, if they worked long enough to trigger such break, or controlled their own working environment and were not denied, deterred or interrupted from taking their breaks and that any pay stub violations/incomplete final wage payments, if they occurred at all, resulted from good faith mistakes. *Id.* at ¶ 52. Plaintiff's claims are thus typical.

4) Plaintiff will adequately represent the Class

Plaintiff is adequate to represent the Class. Plaintiff's interests are co-extensive with Class Members' in this litigation. There is no evidence of, and Defendants do not assert, any conflict of interest between Plaintiff and the Class. Bacon Decl. ¶ 57. In addition, Plaintiff is represented by counsel experienced in complex litigation, including wage and hour class actions. Bacon Decl. ¶¶ 59–68. This settlement is the result of a proposal made by Mr. Michael A. Strauss. Esq., a neutral mediator. Bacon Decl. ¶ 14.

B. The Settlement Is Fair, Adequate, And Reasonable

California courts favor settlement. *See Neary v. Regents of Univ. of California*, 3 Cal. 4th 273, 277 (1992) ("This court recognized a century ago that settlement agreements are highly favored as productive of peace and good will in the community, as well as reducing the expense and persistency of litigation.") (internal quotations and citation omitted). Unlike individual settlements, class action settlements require a specific approval process to prevent fraud, collusion, and/or unfairness to absent class members. *See, e.g., Dunk*, 48 Cal. App. 4th at 1800 ("[I]n order to prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval....") (citation omitted). This process consists of preliminary settlement approval, notice to class members, and a final fairness and approval hearing at which class members may be heard. *See, e.g., Palacios v. Penny Newman Grain, Inc.,* No. 1:14-CV-01804-KJM, 2015 WL 4078135, at *2-3 (E.D. Cal. July 6, 2015). For the reasons discussed below, this Court should preliminarily approve the Settlement, allow the Parties to give notice to the Class, and schedule a Final Fairness Hearing.

1) The significant risks of further litigation favor settlement

In deciding whether to approve a proposed settlement, "the trial court has broad powers to determine whether a proposed settlement in a class action is fair." *Mallick v. Superior Ct.*, 89 Cal. App. 3d 434, 438 (Ct. App. 1979). The court's overriding concern is to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk*, 48 Cal.App.4th at 1801 (internal quotations omitted). Factors relevant to fairness include "the 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 state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Id*. at 1801.

Furthermore, "[i]n the context of a settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba v. Apple Computer, Inc.,* 91 Cal. App. 4th 224, 250 (2001), *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th 260 (2018) (citation omitted). Nevertheless, the parties must provide the court with "a meaningful and substantiated explanation of the manner in which the factual and legal issues have been evaluated." *Kullar v. Foot Locker Retail Inc*., 168 Cal.App.4th 116, 118 (2008). Courts thus review the information obtained by the parties during their negotiations to assess whether the claims were sufficiently developed before agreeing to the settlement. *Id.* at 129-131. "Sufficient" in this context means enough information to provide the court "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." *Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 801 (2009). Accordingly, settlements can be reasonable even where they provide substantially narrower relief than could potentially be awarded, if the class were certified and if the plaintiff were to prevail at trial.

Here, the Settlement is a fair, adequate, and reasonable compromise of the claims at issue, considering not only Defendants' maximum conceivable liability, but also the significant risks Plaintiff and the Class face with respect to certification and prevailing on the merits; Plaintiff dutifully assessed Defendants' potential exposure in the forms of liquidated damages, interest, and penalties and identified valid and pertinent questions regarding Plaintiff's ability to show consistent, actionable violations on a class-wide basis. Bacon Decl. ¶¶ 69–95.

First, the risk of certification of the proposed class being denied favors settlement. For example, Defendants raised arguments at Mediation regarding the lack of uniform policies and procedures with respect to breaks. "In considering whether a class action is a superior device for resolving a controversy, the manageability of individual issues is just as important as the existence of common questions uniting the proposed class." *Salazar v. See's Candy Shops, Inc*., No. B300778, 2021 WL 1852009, at *3 (Cal. Ct. App. Apr. 26, 2021) (quoting *Duran*, 59 Cal.4th at 28-29.) Many of the claims pursued by Plaintiff, including time off the clock and meal break claims, would be contested by strong manageability concerns regarding the inability to present class wide proof. For instance, Defendants would also take the position that under *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), it merely needed to provide a meal or rest break, which it did through its policies. Defendants would further argue that Class members worked fewer hours and a meal period for some was not even triggered, or if triggered, were not denied, deterred or interrupted. Thus, there was a strong procedural defense to class certification on the break claims as well, which also was a merits defense.

While Plaintiff disagreed with Defendants' position on these issues, the result was uncertain, and mediation allowed the Parties to mitigate these risks, which weigh in favor of settlement, notwithstanding Defendants' exposure in theory. Plaintiff contends that Defendants are potentially liable, pursuant to Labor Code §§ 203 and 226(e), for the alleged underpayment to Class Members and failure to pay meal and rest period premiums.

However, the claims are derivative of the underlying Labor Code violations and susceptible to the same defenses. The risk is significant not only that Plaintiff cannot meet his burden of proof at trial, but also that Defendants can establish a good faith defense to preclude the imposition of penalties. Furthermore, whether penalties can be "stacked" for multiple, predicate Labor Code violations in a single pay period is unclear and remains discretionary, under Labor Code § 2699(e)(2). *See, e.g., Bright v. 99¢ Only Stores*, 189 Cal. App. 4th 1472, 1480, fn. 8 (2010).

Each of these factors bore heavily on the parties' negotiations. (Bacon Decl. ¶¶ 69-95.) Pursuant to *Kullar*, *supra,* Plaintiff's counsel carefully balanced the risks against the maximum potential recovery. (*Id.*) On balance, the Settlement reflects a fair, adequate, and reasonable compromise for the claims at issue by any standard. (*Id.*) Moreover, the expense of protracted litigation in these cases is formidable, and settlement goes far to alleviate tensions in the employment relationship that result from litigation. All parties are thus in a better position to participate in the state's economy. (*Id.*) Accordingly, while they are far from exhaustive, the risks discussed herein show that the Settlement is fair, adequate and reasonable.

2) <u>The allocation of the Settlement Fund favors settlement</u>

In *Kullar*, the Court of Appeal held that a trial court reviewing a class action settlement must receive and independently consider information sufficient to assess the reasonableness of the terms of the settlement. *Kullar,* 168 Cal. App. 4th at 130, 133. Accordingly, "while there is usually an initial presumption of fairness when a proposed class action settlement was negotiated at arm's length by counsel for the class," the party seeking approval must provide at least "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Id.*; *see also Edwards v. Heartland Payment Sys., Inc.*, 29 Cal. App. 5th 725, 737 (2018) (same) (quoting *Kullar*, 168 Cal. App. 4th at 132-133).

In the instant matter, the Net Settlement Amount will be paid to Participating Class Members as Individual Settlement Shares in amounts based on their respective Workweeks because Plaintiff alleges that Class Members who worked longer for Defendants will necessarily have suffered more violations, including by receiving more allegedly defective wage statements. The Settlement thus allocates funds to Class Members in a way and in amounts that are fair, adequate, and reasonable.

C. The Proposed Attorneys' Fees Are Fair And Reasonable

"Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 47, fn. 11 (2008) (quoting S*haw v. Toshiba America Information Systems, Inc*., 91 F.Supp.2d 942, 972 (E.D. Tex. 2000)); s*ee also Laffitte v. Robert Half Internat. Inc*., 1 Cal. 5th 480, 503 (2016) ("[U]se of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion."). This is also consistent with Plaintiff's counsel's experience in these types of cases. (Bacon Decl. ¶¶ 69-95). The instant matter has been in litigation since June 2024, and Plaintiff's counsel intend to request attorneys' fees of $75,000.00 (one-third of the Settlement Fund) and actual costs of up to $10,000. (*Id*.; Bacon Decl. Ex. A, Sec. 3.1.) In view of the efforts made and time spent by Plaintiff's counsel, the risks they assumed in pursuing this case, and the results they achieved (i.e., obtaining a favorable class-wide resolution in the face of a highly uncertain, and ever-evolving, legal landscape as to core issues in this case, especially with respect to PAGA and class manageability), these amounts are fair and reasonable.

D. The Proposed Service Award Is Fair And Reasonable

Courts routinely approve incentive or service awards, often in amounts much higher than the award sought here, to compensate named the plaintiffs for their service on behalf of absent class members, including by assuming the risks inherent in complex litigation.

S*ee, e.g., Bell v. Farmers Ins. Exch.*, 115 Cal. App. 4th 715, 726 (2004), *as modified on denial of reh'g* (Mar. 9, 2004).

Here, the Settlement provides that Plaintiff may seek a Service Award of $10,000. (Bacon Decl. ¶ 94). This amount is entirely reasonable in this case given Plaintiff's efforts in this case and the risks he has undertaken on behalf of absent Class Members. Plaintiff advanced the interests of the Class by, *inter alia*, speaking extensively with counsel to identify and develop the claims at issue, participating in mediation, identifying other class members who provide declarations, and reviewing the Settlement and related documents with counsel. *(Id.)* Plaintiff also assumed the risks of being required to pay Defendants' costs if this action had been unsuccessful and facing not only intrusive discovery, but also disclosure to future employers that he sued a former employer. (*Id*.) Moreover, Plaintiff agrees to a much broader release of claims than other Class Members in order to benefit the Class as a whole. (*Id*.) Plaintiff has supported this litigation for over a year, to aid in Class Counsels' investigation, and participating in mediation. Accordingly, the requested Service Award to Plaintiff is appropriate and reasonable.

E. The Proposed Notice Procedures Are Adequate

"The notice given to the class must fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members." *Trotsky v. Los Angeles Fed. Sav. & Loan Assn*., 48 Cal. App. 3d 134, 151-152 (Ct. App. 1975), *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc*., 4 Cal. 5th 260 (2018) (citations omitted). Furthermore, notice is adequate where it has "a reasonable chance of reaching a substantial percentage of the class members." *Linder*, 23 Cal. 4th at 444, fn. 9 (quoting *Cartt v. Superior Court*, 50 Cal.App.3d 960, 974 (1975)). "The Supreme Court has consistently endorsed notice by first-class mail." *Fager v. CenturyLink Commc'ns, LLC*, 854 F.3d 1167, 1173 (10th Cir. 2016) (citations omitted).

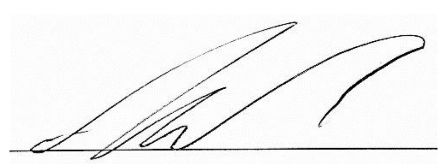
Here, the process for notice under the Settlement ensures that as many Class Members as practicable receive actual notice of the Settlement and have sufficient time to respond. The proposed notice plan requires the Claims Administrator to send notice by First-Class US Mail and attempt to obtain valid addresses for those notices returned "undeliverable" in order to meet constitutional standards for due process. The Class Notice (Bacon Decl. Ex. B) provides absent Class Members with the information they need to evaluate their options fully and exercise their rights. Specifically, the Class Notice clearly and concisely explains the following: 1) the nature of the case; 2) the definition of the Class; 3) the Gross and Net Amounts of the Settlement Fund; 4) how Class Counsel will be paid; 5) the Service Award to Plaintiff; 6) the calculation and distribution of Individual Settlement Shares; 7) Class Members' right to participate, opt-out, or object; and 8) the means by which to respond to the Class Notice. Accordingly, the Settlement's notice procedures are adequate.

V. CONCLUSION

For the foregoing reasons, this Court should certify the Class, for settlement purposes only, pursuant to Code of Civil Procedure § 382, preliminarily approve the Settlement, direct that Class Notice be disseminated, schedule a Final Fairness Hearing, and enter the [Proposed] Order.

Respectfully submitted,

Date: November 4, 2025 Law Offices of Todd M. Friedman, PC



Adrian R. Bacon Esq.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is the Law Offices of Todd M. Friedman, P.C, 23586 Calabasas Road Suite 105, Calabasas Ca 91302.

On **November 4, 2025**, I served the document(s) described as: **MOTION FOR PRELIMINARY APPROVAL; DECLARATION OF ADRIAN R. BACON; DECLARATION OF STEVEN THOMAS** on the interested parties in this action by sending a true copy thereof to interested parties as follows:

[x] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Calabasas, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Calabasas, California.

[x] **BY E-MAIL:** I hereby certify that this document was served from Calabasas , California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

Mullen & Henzell L.L.P. Rafael Gonzalez Christina M. Behrman 112 E. Victoria Street, Santa Barbara, CA 93101 rgonzalez@mullenlaw.com cbehrman@mullenlaw.com Counsel for Boys & Girls Clubs of the Central Coast	GORDON REES SCULLY MANSUKHANI Matthew Theriault Jiaying Chen 633 West Fifth Street, 52nd Floor Los Angeles, CA 90071 mtheriault@grsm.com nxchen@grsm.com Counsel for Boys & Girls Clubs of Santa Barbara County
Sagaser, Watkins & Wieland PC Paul J. Bauer 5260 N. Palm Ave., Ste. 400, Fresno, CA 93704 paul@sw2law.com Counsel for Boys & Girls Clubs of South San Luis Obispo County	

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 4, 2025, in Calabasas, California.

EC

Erika Campany.