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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JANINE VAN VLEET and ALEXANDRIA MEDINA, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. SOUTHWEST ANSWERING SERVICE, INC., a Nevada Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: 24STCV16768 *[Assigned to Hon. Elihu M. Berle, Dept. 6, for all purposes]* **PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATIONS IN SUPPORT THEREOF; [PROPOSED] ORDER** <u>Hearing</u> Date: May 5, 2026 Time: 10:00 a.m. Dept.: 6 *[Related PAGA Action: Van Vleet v. Southwest, Case No. 24CHCV03307]* Complaint filed: July 8, 2024

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 5, 2026, at 10:00 a.m. or as soon thereafter as the matter may be heard by the Honorable Elihu M. Berle in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiffs Janine Van Vleet and Alexandria Medina, individually and on behalf of all others similarly situated, will and hereby do move the Court for entry of an Order preliminarily approving the

Parties' class action settlement, including:

1. Certifying the class for purposes of settlement only;
2. Preliminarily appointing Plaintiffs as class representatives for settlement purposes;
3. Appointing Plaintiffs' counsel as class counsel for purposes of settlement only;
4. Appointing ILYM Group as the Settlement Administrator;
5. Preliminarily approving the class action settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;
6. Directing distribution of the Class Notice, including notice of the opportunity to exclude oneself from, or object to, the settlement; and
7. Setting a date for a final fairness hearing to determine, following dissemination of the Class Notice, whether to grant final approval of the Settlement.

This motion is based upon this Memorandum of Points and Authorities in Support thereof; the Declarations[1] of Plaintiffs' counsel (Brian Mankin and Peter Carlson) and Plaintiffs (Janine Van Vleet and Alexandria Medina); the Class Action and PAGA Settlement Agreement and Amendment thereto (collectively, the "Settlement Agreement"); the proposed Order granting Preliminary Approval of the Settlement; all other records, pleadings, and papers filed in this action; and other evidence as may be presented to the Court at the hearing of this motion.

Dated: April 13, 2026 LAUBY, MANKIN & LAUBY LLP

BY: ______________________________
Brian J. Mankin, Esq.
Attorneys for Plaintiffs and the Proposed Class

[1] Declarations of Defendant, defense counsel and the Administrator will be filed separately.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Janine Van Vleet and Alexandria Medina seek preliminary approval of a $200,000 wage-and-hour class action settlement on behalf of all current and former nonexempt employees of Defendant Southwest Answering Service, Inc., who worked for Defendant in California at any time from July 8, 2020, through December 31, 2025 (the "Class Period").

Under the terms of the Settlement Agreement, Defendant will not oppose Plaintiffs Counsel's application for a reasonable award of attorney's fees not to exceed $66,666.66 (1/3 of the Gross Settlement Amount), litigation expenses not to exceed $20,000, Settlement Administrator Costs of $5,950, PAGA penalties of $10,000 (with 65% to the LWDA and 35% to the PAGA Employees on a pro rata basis), and Service Payments of $5,000 each to Plaintiffs and Class Representative. (S.A. ¶ 3.2 et seq.) Additionally, during the course of litigation, Defendant's prior counsel sought to eliminate the class action by engaging in a Pick-up Stix campaign and therein entering into individual settlement agreements with certain Class Members, resulting in a total payment of $20,493.86 to these individuals (hereinafter referred to as the "Prior Payments" to the Class Members). Plaintiff argued that the releases were invalid and the payments were insufficient, so as part of the Settlement Agreement, Defendant will receive a credit for the Prior Payments, and those employees who entered into a release will be eligible to participate in the Settlement, but their share will be reduced by the amount of the Prior Payment they received, although under no circumstance with the employee receive less than $100.

After all Court-approved deductions from the Settlement Amount, it is estimated that $66,889.48 will be available to pay the Class Members, as follows:

Gross Settlement Amount	**$ 200,000.00**
Attorneys' Fees (1/3)	$ 66,666.66
Litigation Costs (not to exceed)	$ 20,000.00
Administrator Costs (not to exceed)	$ 5,950.00
PAGA Penalties	$ 10,000.00
Class Representative Service Awards ($5,000 each)	$ 10,000.00
Credit for "Prior Payments" made by Defendant	$ 20,493.86
Net Settlement Amount	**$ 66,889.48**

Assuming approximately 160 Class Members, the average payment to each class member will be approximately $418.05 ($66,889.48 / 160). However, the actual payments will be calculated on a pro-rata basis according to the number of Weeks Worked by each Class Member during the Class Period and then reduced for any "Prior Payment" received by the Class Member. (S.A. ¶ 3.2.4). In addition, the PAGA Employees will receive a share of the $3,500 PAGA Penalties (35% of the total $10,000 PAGA allocation), calculated pro-rata based on approximate Weeks Worked during the PAGA Period. (Settlement Agreement ¶ 3.2.5).

Because the settlement is fair and reasonable and was negotiated at arm's length by experienced counsel and an experienced mediator following a sufficient exchange of information and documents prior to mediation, it should be preliminarily approved. Plaintiffs respectfully request that the Court enter an order preliminarily approving the settlement, conditionally certifying the Class under Code of Civil Procedure § 382 for settlement purposes, approving the proposed Class Notice, appointing Plaintiffs' counsel as class counsel, appointing ILYM Group as the Settlement Administrator, and scheduling a hearing for final approval of the Settlement.

II. BACKGROUND

A. THE SETTLEMENT CLASS

The Class is defined as follows:

> All current and former nonexempt employees employed by Defendant in California at any time during the Class Period. (S.A. ¶ 1.6).

B. PROCEDURAL HISTORY

Plaintiff Van Vleet submitted a letter to the Labor Workforce Development Agency (the "LWDA") for civil penalties under the Private Attorney General Act of 2004 (the "PAGA"), and simultaneously sent a letter to Defendant requesting the production of personnel and timekeeping records in order to further evaluate his wage and hour claims. (Mankin Decl. ¶ 14).

On July 8, 2024, Plaintiff Van Vleet then filed a class action complaint in the Court alleging claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Reimburse for Business Expenses; (6) Failure to Pay Vested Vacation; (7) Failure to Timely Pay Final Wages;

(8) Failure to Provide Accurate Itemized Wage Statements; and (9) Unfair and Unlawful Competition. Separately, on September 12, 2024, Plaintiff Van Vleet filed a PAGA-only complaint, alleging PAGA claims against Defendant (Case No. 24CHCV03307). Plaintiff Van Vleet then filed a first amended complaint in the Class Action on March 24, 2025, adding Ms. Medina as a plaintiff and Class Representative. (Mankin Decl. ¶ 15).

Over the next year and a half, the Parties engaged in heavy and intense litigation of the Class and PAGA actions. In particular, Defendant immediately removed the Class Action to federal court. Plaintiff responded by filing a motion to remand, which the federal court granted, thereby returning the matter to this Court. Defendant then engaged in a Pick-up Stix campaign where it entered into individual settlement agreements with certain Class Members, resulting in total settlement payments of $20,493.86 (the "Prior Payments"). Plaintiff contested the enforceability of the individual settlement agreements, and argued that the Prior Payments did not affect the putative class allegations. Defendant then requested an Early Evaluation Conference, pursuant to the new PAGA statutes. The Parties utilized Hon. Jonathan Cannon (Ret.) as the neutral evaluator and participated in the Early Evaluation Conference and mediation on February 26, 2025. The matters did not resolve, so Defendant filed a motion to approve a cure of the alleged PAGA violations. On March 24, 2025, the Court stayed the PAGA action pending Defendant's motion to cure and lifted the discovery stay on the Class Action. Ultimately, on August 4, 2025, the Court denied Defendant's motion to cure and ordered the Parties to meet and confer regarding numerous discovery disputes. (Mankin Decl. ¶ 16).

During this time, Defendant retained new counsel (McGuire Woods LLP), which spurred further settlement negotiations. Over the next few months, the Parties reached a global resolution of all Class and representative PAGA claims, and entered into a long form settlement agreement. (Mankin Decl. ¶ 17).

As part of the Settlement, on April 2, 2026, the Parties filed a stipulation and proposed order consolidating and joining the PAGA action (Case No. 24CHCV03307) with the class action for settlement purposes only. (Mankin Decl. ¶ 18). The Court has not yet signed the Order.

The Parties now seek the Court's preliminary approval of the Settlement.

C. SUMMARY OF THE CLAIMS AND DEFENSES

Plaintiffs alleged numerous wage and hour violations on behalf of the Class. However, Defendant vigorously contested and denied each of Plaintiffs' material allegations on the merits and as to the propriety of a class action or PAGA representative action. Still, Plaintiffs believed there were several strong claims.

For instance, Plaintiffs alleged that Defendant paid the Class on an hourly basis plus additional earned compensation but failed to include this compensation in the regular rate calculations, leading to a failure to pay all required overtime, sick pay, and meal premiums. However, Defendant opposed this regular rate claim, arguing that the payments were properly excluded from the regular rate, and therefore these claims would lose on the merits and as to the propriety of class certification. Moreover, Defendant argued that, during the pendency of this action, they proactively calculated the allegedly underpaid amounts and issued payments of said amounts to the Class, thus eliminating or limiting any liability. (Mankin Decl. ¶ 20).

Plaintiffs also alleged that they and the Class Members were often denied compliant meal and rest breaks due to the nature of the work. However, Defendant argued that it provided and made all mandated meal and rest breaks available to the Class, and any employee who did not take a break did so entirely of their own volition. Thus, Defendant argued that these claims were without merit because, for each violation, a factfinder would have to determine why a break was noncompliant, because if it was by the employee's choice, no liability attaches to Defendant. (Mankin Decl. ¶ 21).

Finally, Plaintiffs alleged a variety of other claims (all of which Defendant disputed), such as the failure to reimburse business expenses, failure to timely pay wages each period and upon separation of employment and failure to provide accurate itemized wage statements. (Mankin Decl. ¶ 22).

Despite the disputed nature of the claims, the Parties concluded that further litigation of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled to limit further risk, expense, and protracted litigation. (Mankin Decl. ¶ 23).

III. SUMMARY OF THE PROPOSED SETTLEMENT

The following is a summary of the principal terms of the Settlement Agreement.

A. SETTLEMENT CONSIDERATION AND ALLOCATION

The $200,000 Settlement Amount is non-reversionary and will be paid out to Class Members without the need to submit a claim form or take any affirmative action. It includes (1) Plaintiffs' attorneys' fees not to exceed one-third of the Settlement Amount and costs not to exceed $20,000, as approved by the Court; (2) a service award of $5,000 to each Plaintiff, subject to approval by the Court; (3) settlement administrator expenses, not to exceed $5,950; (4) a $10,000 PAGA award, 65 percent of which is to be paid to the LWDA pursuant to California Labor Code § 2699(i) and 35 percent to the PAGA Employees; and (5) the aggregate of all Individual Settlement Amounts of the Participating Class Members. (S.A. ¶ 3.2 and subparts). Defendant will separately pay its share of employer payroll taxes and withholdings through the Administrator. (S.A. ¶ 3.1).

B. NOTICE PROCEDURES

The proposed Class Notice (based on the model provided by the Court) will be provided to the Class Members showing the estimated amount that each Class Member will receive and the credited number of Weeks Worked during the Class and PAGA Period (Exhibit 4 to the Mankin Decl). Within 15 days after entry by the Court of its Order of Preliminary Approval, Defendant shall provide the Settlement Administrator with a list of Class Members containing names, addresses, telephone numbers, Social Security Numbers, the total Weeks Worked in the Class and PAGA Periods, and the amount of the Prior Payment (if any) for each Class Member (the "Class Data"). (S.A. ¶¶ 1.9 and 4.2).

Within 10 days of receipt of the Class Data, the Settlement Administrator shall calculate the number of Weeks Worked for each Class Member, populate the Class Notice for each, and send each Class Member the Class Notice via first-class, United States mail. (S.A. ¶ 8.4.2).

In the event that any Class Notice mailed to a Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Class Member(s), and a second Class Notice will be sent to any new or different address obtained. (S.A. ¶ 8.4.3).

C. Exclusion and Objection Procedures

Class Members who do not timely Opt-Out of the Settlement will be deemed to participate in the Settlement and shall become a Participating Class Member without having to submit a claim form or take any other action. To Opt-Out of the Settlement, the Class Member must submit a written request to the Settlement Administrator no later than 45 days after being mailed by the Settlement Administrator ("Response Deadline"). (S.A. ¶¶ 1.45). Any Opt-Out request that is not postmarked by the Response Deadline will be invalid. (S.A. ¶ 8.5.1).

The Class Notice shall inform the Class Members of their right to object to the Settlement. Any Class Member who wishes to object to the Settlement may submit a written objection to the Settlement Administrator no later than the Response Deadline or, in the alternative, may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. (S.A. ¶ 8.7.2).

D. Settlement Allocation Formula for Settlement Shares

The amount of each Class Member's Individual Class Payment is tied to the number of Weeks Worked by each Class Member during the Class Period. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, (b) multiplying the result by each Participating Class Member's Weeks Worked, and (c) if applicable, reducing the Individual Class Payment by any Prior Payment received by the Participating Class Member (but in no instance shall the offset from the Prior Payment cause an Individual Class Payment to drop below $100.00). (S.A. ¶ 3.2.4).

Additionally, each "PAGA Employee" will receive a share of the PAGA Penalties based on a pro-rata basis. Thus, the $3,500 PAGA Penalties allocated to the PAGA Employees will be divided and paid on a Weeks Worked basis. (S.A. ¶ 3.2.5).

The Class Notice will inform Class Members of the estimated share and the number of Weeks he/she worked during the Class and PAGA Period. Class Members may dispute their Weeks Worked if they feel they worked more in the Class or PAGA Periods than Defendant's records show by timely submitting evidence to the Settlement Administrator. (S.A. ¶ 8.6).

E. Timing of Settlement Disbursements

Defendant is required to deposit the Settlement Amount, along with the employer's share of payroll taxes owed, with the Settlement Administrator, within 25 calendar days after the "Effective Date" and these funds will be used to pay: (1) the class attorney fees and expenses, as approved by the Court; (2) the service awards, as approved by the Court; (3) administrative expenses, as approved by the Court; (4) the PAGA award; and (5) the aggregate of all Individual Class Amounts of Participating Class Members. Within 10 days after receiving the funds, the Settlement Administrator shall issue payments to cover all court-approved payments. (S.A. ¶ 4.3 to 4.4).

Class Members will have 180 days to cash the settlement check. (S.A. ¶ 4.4.1). If a Class Member fails to cash a check by the deadline, the Settlement Administrator shall issue unclaimed funds to the California State Controller in the name of the Class Member. (S.A. ¶ 4.4.3).

F. Tax Treatment

The Parties agree that one-third (33.333%) of the Individual Class Payment will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and the remaining two-thirds (66.667%) will be allocated as interest and penalties (pursuant to, e.g., California Labor Code sections 203, 210, 226, etc.) from which no taxes will be withheld. (S.A. ¶ 3.2.4.1). Additionally, the PAGA Penalties payable to the PAGA Employees will be classified entirely as civil penalties and shall be reported as required on an IRS Form 1099. (S.A. ¶ 3.2.4.1).

Defendant will separately pay its share of employer payroll taxes on the sum allocated to wages. (S.A. ¶ 3.1).

G. Participating Class Members' Release of Claims

In exchange for these payments, the Settlement Agreement at ¶ 6.2 provides that the Participating Class Members will release the Released Parties, as follows:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, executors, agents, attorneys, heirs, administrators, successors, trustees, guardians, and assigns, release the Released Parties from all claims, debts, liabilities, demands, damages, obligations, penalties, guarantees, costs, expenses, attorneys' fees and causes of action alleged in the Action, or that reasonably could have been alleged based on the facts stated in the Action regardless of theory of liability, including: failure to pay minimum wages, failure to pay overtime wages, failure to properly calculate the regular rate, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to pay vested vacation, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, unfair and unlawful competition, and violation of Labor Code sections 200-204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and (k) all other claims for statutory penalties based on the facts or claims alleged in the Complaint ("Released Class Claims"). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

It is understood and agreed that the Settlement Agreement will not release any person, party or entity from claims, if any, by Class Members for any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (S.A. ¶ 6.2.3).

H. PAGA EMPLOYEES' RELEASE OF CLAIMS

The Settlement Agreement at ¶ 6.3 also defines the "Released PAGA Claims" as follows:

> All PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, trustees, guardians, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.,* that Plaintiffs alleged against the Released Parties, on behalf of PAGA Employees and State of California, based on the facts stated in the Action and in Van Vleet's PAGA Notice to the LWDA, regardless of theory of liability, including: failure to pay minimum wages, failure to pay overtime wages, failure to properly

> calculate the regular rate, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to failure to timely pay wages each period, failure to provide accurate itemized wage statements, violation of Labor Code sections 200-204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and (i) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative complaint ("Released PAGA Claims"). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or statutory penalties.

Moreover, even if a PAGA Employee requests exclusion from the Class settlement, that individual will still be subject to the Released PAGA Claims to the fullest extent permitted by law and will receive a pro-rata share of PAGA Penalties. (S.A. ¶ 8.5.4).

IV. PROVISIONAL CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE FOR PURPOSES OF SETTLEMENT

California Rule of Court 3.769(d) provides that the Court may make an order approving certification of a provisional settlement class at the preliminary approval stage. It is well-established that trial courts should use a "lesser standard of scrutiny" for determining the propriety of certifying a settlement class, as opposed to a litigation class. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 at n.19; *Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.2d 615, 633 ("[C]ertification issues raised by class action litigation that is resolved short of a decision on the merits must be viewed in a different light."); *Amchem Prods., Inc. v. Windsor* (1997) 521 U.S. 591, 620 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial."). As discussed below, for the purposes of this settlement only, Plaintiff requests that this Court provisionally certify the Class, as defined above, under Code of Civil Procedure § 382.

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A. ASCERTAINABILITY AND NUMEROSITY

In determining whether a class is ascertainable, the court considers "(1) the class definition, (2) the size of the class, and (3) the means available for identifying the class members." *Reyes v. San Diego County Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271; *Medrazo v. Honda of N. Hollywood* (2008) 166 Cal.App.4th 89, 101 (proposed settlement class is ascertainable if the class members can be objectively identified and given notice of the litigation without unreasonable time or expense). Here, according to Defendant's records, there are approximately 160 Class Members that are easily identifiable and fall within the defined Class. Thus, the proposed Class meets the ascertainability and numerosity requirements.

B. WELL-DEFINED COMMUNITY OF INTEREST

1. Commonality

To justify certification, the class proponent must show that questions of law or fact common to the class predominate over the questions affecting the individual members. *Arenas v. El Torito Rests., Inc*. (2010) 183 Cal.App.4th 723, 732. Here, Plaintiffs contend that the Class was subjected to common policies and practices relating to wage statements, the payment of wages, and so on. While the Parties dispute whether a class would be appropriate if the litigation were to continue, they agree to class certification for the purposes of this settlement only.

2. Typicality

Typicality "focuses on whether there exists a relationship between the Plaintiff's claims and the claims alleged on behalf of the class." *See* Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* ("*Newberg*") § 3:13 (4th ed. 2002). Again, the Parties dispute whether Plaintiffs' claims are typical of the Class for the purposes of any continued litigation of the Action, but agree for the purposes of this settlement only, that Plaintiff asserts claims regarding Defendant's pay policies, wage statements, and the provisions governing the timely and complete payment of wages, which are at the core of the lawsuit.

3. Adequacy of Representation

The proposed class representative must establish that he or she will adequately represent the proposed class. See *Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540,

546. Specifically, Plaintiffs are adequate to represent the class because they were employed by Defendant during the Class Period, experienced the same wage and hour practices as the rest of the Class, understood their duties as a Class Representatives, have been willing to undergo the risks of litigation, and have no conflict of interest.

Adequacy may be established by the fact that counsel are experienced practitioners. See *Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.* (9th Cir. 2001) 244 F.3d 1152, 1162. Here, Plaintiff is represented by Class Counsel with extensive experience in wage and hour class actions like the instant matter. (Mankin Decl. ¶¶ 2-6).

4. <u>Superiority</u>

Certification of the Class for settlement purposes is superior here because there will be a global resolution of all claims at once, which fosters judicial economy. Class certification for settlement purposes is also vastly superior to litigation of numerous individual claims because most of the claims are too small to litigate outside of the class context.

V. <u>THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT, WHICH IS FAIR, ADEQUATE, AND REASONABLE</u>

A. <u>CLASS ACTION SETTLEMENTS ARE SUBJECT TO JUDICIAL REVIEW AND APPROVAL UNDER THE CALIFORNIA RULES OF COURT</u>

The law favors settlements. *Bush v. Superior Court* (1992) 10 Cal.App.4th 1374. This is particularly true in class actions where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. However, a class action may not be dismissed, compromised, or settled without the Court's approval. Cal. R. Ct. 3.769(a). The California Rules of Court set forth the procedures for court approval of a class action settlement: (1) the Court preliminarily approves the settlement; (2) class members receive notice as directed by the Court; and (3) the Court conducts a final approval hearing to inquire into the fairness of the proposed settlement. *See* Cal. R. Ct. 3.769(c), (e-g).

The decision to approve or reject a proposed settlement lies within the Court's sound discretion. See *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35. Nevertheless, in considering a potential settlement for approval, a court is not to turn the approval hearing "into a trial or rehearsal for trial on the merits . . . [or] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute." *Officers for Justice,* 688 F.2d at 625.

The Court's ultimate duty is to determine whether the settlement is fair, adequate, and reasonable. See *Dunk,* 48 Cal.App.4th at 1801 (setting forth the "fair, adequate, and reasonable" standard) (citing *Officers for Justice*, *supra*); *Cho v. Seagate Tech. Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742-43 (a trial court must approve a class action settlement agreement, but only after determining that it is "'fair, adequate and reasonable,'" considering factors such as the "'risk, expense, [and] complexity'" of continued litigation) (citations omitted). The Court enjoys broad discretion in making its fairness determination, and should consider factors including, but not limited to:

> [T]he 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, the experience and views of counsel . . . and the reaction of the class members to the proposed settlement.

Dunk, supra (detailing non-exhaustive list of factors for court's consideration at final approval).

The above factors are not exclusive "and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." *Wershba*, 91 Cal.App.4th at 245. However, in doing so, the Court must give "[due] regard to what is otherwise a private consensual agreement between the parties." *Id.* The inquiry must be limited "to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Id.* (citation and internal quotation marks omitted).

At the preliminary approval stage, the Court need only determine that the settlement falls within the "range of possible judicial approval," so that notice to the class and the scheduling of the fairness hearing are worthwhile. *See Newberg* § 11:25. Indeed, the Court should grant preliminary approval if there are no "grounds to doubt its fairness or other obvious deficiencies . . . and [the settlement] appears to fall within the range of possible approval." *Manual For*

Complex Litigation (Third) § 30.41 (1995); see *Dunk*, 48 Cal.App.4th at 1802. A "presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, *supra* (citing *Newberg* § 11:41). As shown below, the settlement falls well within the range of approval because there are no grounds to doubt its fairness.

B. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, NON-COLLUSIVE NEGOTIATIONS

The settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the settlement negotiations were adversarial and non-collusive in nature. The settlement reached is the product of substantial effort by the parties and their counsel. Although Plaintiffs and their counsel believed that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any of the defenses, the employees may not have received any monetary recovery.

C. THE EXTENT OF THE INVESTIGATION WAS MORE THAN SUFFICIENT TO PERMIT PRELIMINARY APPROVAL OF THE SETTLEMENT

Plaintiffs thoroughly investigated and evaluated the factual and legal strengths and weaknesses of this case before reaching the settlement. As described above, the settlement was reached after extensive investigation and research, thorough calculations and risk evaluation, and a substantial exchange of information and documents relating to the Class Members and PAGA Employees prior to mediation.

D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS

To evaluate a settlement, the parties must provide the trial court with "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."

Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 133.

However, a settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. *Wershba,* 91 Cal.App.4th at 250 ("Compromise is inherent and necessary in [settlement] … even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.")

Of particular relevance to the reasonableness of the proposed Settlement is the fact that significant legal and factual grounds for defending this action exist. First, in addition to disputing the merits of Plaintiffs' claims, Defendant strongly disputed that Plaintiff could obtain class certification, arguing a lack of commonality of the legal claims and injuries. Also, Defendant claimed that the collective bargaining agreement pre-empted all of the claims. Defendant further argued that it complied with the applicable law and that any purported deviations therefrom were individualized in nature, thereby limiting Plaintiffs' ability to certify the class. While Plaintiffs assert that this is a suitable case for certification, they realizes that there is always a significant risk associated with class certification proceedings, which could significantly limit the claims that they could pursue on a class basis.

In light of the uncertainties of protracted litigation, this negotiated settlement reflects the best practicable recovery for the Class. While the total settlement amount is, of course, a compromise figure, the potential risks and opportunities of both parties were effectively weighed and considered by the parties, resulting in a fair and equitable settlement.

Based upon detailed data obtained through formal and informal discovery, Plaintiffs' counsel estimated the following data points through the date of mediation: (1) 135 Class Members, (2) 6,500 workweeks during the Class Period, (3) 25,500 shifts worked during the Class Period, and (4) approximately 1,083 bi-weekly wage statements during the PAGA Period. (Mankin Decl. ¶ 25).

From these numbers, and by applying violations rates derived from analysis of extensive documents and data from Defendant, Plaintiffs created damage models estimating the maximum possible class damages and penalties. However, this failed to incorporate or acknowledge many risks at class certification and on the merits, defenses, and other issues (such as violation rates and evidentiary burdens of proof). Thus, when applying risks at class certification and on the merits, and when considering other factors (such as evidentiary burdens of proof), Plaintiff calculated the risk-adjusted award at trial for the class claims to be $450,463. The full analysis of the maximum and risk-adjusted values is contained in the Mankin Decl. at ¶¶ 24-34 (and, for the sake of brevity, that information is not duplicated in this Motion).

Thus, the reasonableness of the settlement is apparent from the fact that the proposed settlement is 44.4% of the risk-adjusted class damages and penalties. And while the PAGA penalties had a maximum value in the six figures, this fails to acknowledge that courts have wide latitude to reduce the civil penalties "based on the facts and circumstances of a particular case" and if "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Labor Code § 2699(e)(2). Moreover, Defendant argued against the merits of the underlying claims and particularly that the "willfulness" standard and/or "good faith" defenses mitigated the civil penalty claims and rendered any such penalties as uncertain. Defendant also argued it is improper to stack civil penalty claims on top of underlying statutory claims. For these reasons, and others discussed throughout this Motion, the Parties submit that this settlement is fair and reasonable. (Mankin Dec. ¶ 34).

E. PLAINTIFFS' COUNSEL IS EXPERIENCED IN WAGE-AND-HOUR LITIGATION

The view of the attorneys actively conducting the litigation is entitled to significant weight in deciding whether to approve the settlement. *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18; *Kullar,* 168 Cal.App.4th at 128 (court must take into account "the experience and view of counsel").

Plaintiffs' Counsel is also highly experienced in Class/PAGA litigation, having been named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorney's of Southern California, being named as a "Super Lawyer" in employment litigation (a distinction awarded to only 5% of litigators), having achieved large settlements and verdicts, including one of the largest PAGA awards in California's history, collecting over $250 million for its clients, having tried class and PAGA cases against Fortune 100 companies, among other things. (Mankin Decl. ¶¶ 2-6). Plaintiffs' counsel, operating at arm's length, weighed the strengths and risks of this case, and are of the view that this is a fair and reasonable settlement considering the nature of the claims, realistic risk adjusted value, the complexities of the case, state of the law, and uncertainties of class certification and litigation.

F. THE CLASS NOTICE CONFORMS TO ALL APPLICABLE STATUTES AND RULES

The proposed Class Notice should be approved, as it fully informs the Class Members of the nature of the lawsuit and each Class Member's rights under terms of the Settlement Agreement and applicable law. The manner in which the Class Notice shall be disseminated, as outlined above, shall ensure that all or nearly all of the Class Members shall be properly notified of the proposed settlement.

The proposed Class Notice and proposed plan for the Settlement Administrator to mail the Class Notice to the last known address of all class members complies with all the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rule of Court 3.769(f) and 3.766(b), the California and United States Constitutions, and any other applicable law. The contents of the proposed Class Notice includes (1) the material terms of the settlement; (2) the proposed attorneys' fees, litigation expenses, and the costs of administration; (3) details about the final fairness hearing and how class members may elect to exclude themselves or make an objection; and (4) how class members can obtain additional information. *See* Class Notice (Exhibit 4 to the Mankin Decl). In addition, it will inform Class Members of their estimated settlement share.

The Court has wide discretion in approving the means of providing notice, so long as the class representative "provide(s) meaningful notice in a form that should have a reasonable chance of reaching a substantial percentage of class members." *Archibald v. Cinerama Hotels*, (1976) 15 Cal.3d 853, 861. Here, the parties' notice plan is that notice of the Settlement will be disseminated directly to the class members by first class mail by the settlement administrator, since Defendant has the last known addresses of all Class Members and the Settlement Administrator will perform a skip trace and update those addresses for any class notices that are returned and re-send the notice.

The Class Notice satisfies the requirements of Rule of Court 3.766 and afford Settlement Class Members with all due process protections required by the United States Constitution. Moreover, the contents of the Class Notice are in compliance with Cal. R. Ct. 3.766(d), because the Notice includes, without limitation (1) a detailed explanation of the case, including the basic contentions or denials of the parties; (2) a statement that the court will exclude the member from the class if the member so requests by a specified date; (3) a procedure for the member to follow in requesting exclusion from the class; (4) a statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and (5) a statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel. The 45-day deadline for Class Members to exclude themselves is reasonable, as it provides Class Members with sufficient time to do so and, if they so choose, to seek independent legal advice in the interim. If a Class Member does not opt-out, then he or she will automatically be sent a settlement check.

G. THE NON-REVERSIONARY "CHECKS CASHED" DISTRIBUTION ENSURES MAXIMAL RECOVERY FOR CLASS MEMBERS

The fact that each member who does not opt out of the Settlement shall be mailed a check ensures that every Class Member will be paid unless they affirmatively acts to exclude themselves. Moreover, the Settlement Amount is non-reversionary, which means that no settlement funds will revert to Defendant; instead, if any checks are uncashed by the deadline, the funds will be transferred to the State Controller's Office subject to approval of the Court. Such terms are favored by Courts and demonstrate that there was no collusion between counsel for the parties and that the Settlement is fair and favorable to the Class Members.

H. THE ATTORNEY'S FEES AND COSTS ALLOCATION IS FAIR

Under the terms of the Settlement Agreement, Class Counsel is requesting $66,666.66 in attorneys' fees, which is equal to one-third of the Settlement Amount. See, *e.g.*, *Laffitte v.*

Robert Half Int'l Inc. (2016) 1 Cal.5th. 480 (approving 1/3 fee in the amount of $6.33 million at a 2.13 lodestar multiplier, when class action litigation establishes a monetary fund for the benefit of the class members, the trial court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created); see also *Stuart v. RadioShack Corp*. (N.D. Cal. Aug. 9, 2010) 2010 WL 3155645 (approving fee award of 1/3 of the total maximum settlement amount of $4.5 million) (the court noted that the fee award of 1/3 of the total settlement was "well within the range of percentages which courts have upheld as reasonable in other class action lawsuits"); *Singer v. Becton Dickinson and Co*. (S.D. Cal. June 1, 2010) 2010 WL 2196104, at *8 (approving fee award of 33.33% of the common fund); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007), 2007 WL 3492841, at *4 (awarding fees of 1/3 of common fund in a wage and hour class action, noting: "[f]ee awards in class actions average around one-third of the recovery."); *Martin v. FedEx Ground Package System, Inc*. (N.D. Cal. Dec. 31, 2008) 2008 WL 5478576, at *8 (approving fees of 1/3 of common fund).

Additionally, Plaintiff is seeking up to $20,000 in litigation costs, pursuant to the Settlement Agreement.

Once the Court grants preliminary approval, Plaintiffs' counsel will submit a request for attorneys' fees and costs with its final approval motion.

I. THE REQUESTED SERVICE AWARD REQUEST IS FAIR AND APPROPRIATE

The Settlement Agreement provides an incentive award payment of $5,000 to each Class Representative, which is reasonable given work performed by Plaintiffs and the recovery Class Members will receive on average, as well as the time and effort they devoted to this case. Their efforts included providing factual background for the Class and PAGA complaint; providing documents and information about Defendant's compensation plan; participating in phone calls to discuss litigation and settlement strategy; making themselves available throughout the litigation to assist with analyzing the claims and defenses; helping Class Counsel prepare for the mediation; and reviewing the settlement documents. The Class Representatives also assumed significant risk in bringing this litigation—namely, had they lost, they could have been ordered to pay Defendant's costs.

Notably, Plaintiff Van Vleet separately resolved her separate individual wrongful termination and discrimination claims against Defendant, whereas Plaintiff Medina fully released all claims in exchange for the Service Award, which is fair considering that Medina was not involved in the action as long as Van Vleet.

The requested service award falls within the range of incentive payments typically awarded to Class Representatives in similar class actions. See, *e.g.*, *Bond v. Ferguson Enterprises, Inc*. (E.D. Cal. 2011) 2011 WL 2648879 (approving $11,250 service award to each of the two class representatives in a trucker meal break class action; *Ross v. US Bank National Association* (N.D. Cal. 2010) 2010 WL 3833922, at *2 (approving $20,000 enhancement award to Class Representative in California wage-and-hour class action settlement); *Vasquez v. Coast Valley Roofing, Inc*. (E.D. Cal. 2010) 266 F.R.D. 4150, 493 (approving service awards in the amount of $15,000 each from a $300,000 settlement fund in a wage/hour class action); *West v. Circle K Stores, Inc*. (E.D. Cal. 2006) 2006 U.S. Dist. LEXIS 76558, at *28 ("the court finds Plaintiff's enhancement payments of $ 15,000 each to be reasonable."); *Glass v. UBS Fin. Servs*. (N.D. Cal. 2007) 2007 U.S. Dist. LEXIS 8476, at *52 (finding "requested payment of $25,000 to each of the named Plaintiff is appropriate" in wage and hour settlement); *Louie v. Kaiser Found. Health Plan, Inc*. (S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 78314, at *18 (approving "$25,000 incentive award for each Class Representative" in wage an hour settlement).

VI. THE COURT SHOULD APPOINT ILYM GROUP AS SETTLEMENT ADMINISTRATOR

Subject to the Court's approval, the parties stipulated to ILYM Group serving as the Settlement Administrator. ILYM Group is experienced in administering class action settlements and has provided a flat-fee proposal to administer this settlement for $5,950. Additionally, ILYM Group has agreed to undertake the rules and responsibilities set forth in the new model agreement. (See Admin Decl.). No party or counsel has any financial interest or ties to the proposed Settlement Administrator. (See Mankin Decl. ¶ 7).

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VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

The last step in the approval process is the formal hearing, whereby proponents of the settlement may explain and describe its terms and conditions and offer argument in support of approval, and Class Members or their counsel may be heard in support of or in opposition to the settlement. Subject to the Court's approval, the Parties propose that the Court schedule a hearing for final approval approximately 120 days after the Preliminary Approval Date.

VIII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant the motion for preliminary approval of the settlement.

Dated: April 13, 2026

LAUBY, MANKIN & LAUBY LLP

BY: ______________________

Brian J. Mankin, Esq.
Attorneys for Plaintiffs and the Proposed Class

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE:

I, Tracie Chiarito, declare I am a citizen of the United States of America and am employed in Riverside, California; I am over the age of 18 years and am not a party to the within action; my business address is 5198 Arlington Avenue, PMB 513, Riverside, California 92504. On April 13, 2026, I served the within **PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATIONS IN SUPPORT THEREOF; [PROPOSED] ORDER** in said action by electronic filing service Case Home Page website to the parties on the service list maintained on the Case Home Page website for this case pursuant to the Court Order establishing the case website and authorizing service of documents.

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

Executed on April 13, 2026, at Riverside, California.

Tracie Chiarito, Declarant

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