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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

MARIBEL GONZALEZ and BEATRIZ RAMIREZ, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

VOLT MANAGEMENT CORP., a Delaware Corporation; IKEA DISTRIBUTION SERVICES, INC., a Delaware Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: BCV-24-103281

[*Assigned for all purposes to the Hon. Thomas S. Clark, Dept. 17*]

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: December 1, 2026
Time: 8:15 a.m.
Dept.: 17

Action Filed: September 26, 2024
Trial Date: Not Set

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PLEASE TAKE NOTICE that, pursuant to California Rule of Court 3.769, on December 1, 2026 at 8:15 a.m., or as soon thereafter as the matter may be heard, in Department 17 of the Superior Court of California, County of Kern, located at 1415 Truxtun Avenue, Bakersfield, California 93301, Plaintiffs Beatriz Ramirez and Maribel Gonzalez ("Plaintiffs"), as individuals and on behalf of a class of similarly situated individuals, will and hereby do move this Court for:

1. Preliminary approval of the proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") in this lawsuit;
2. Pursuant to Section 382 of the California Code of Civil Procedure, and for settlement purposes only, provisional certification of the Settlement Class, defined as follows:

   > All current and former non-exempt employees employed by Defendant Volt Management Corp. who performed work at a location operated by Defendant IKEA Distribution Services, Inc. in California during the period from September 26, 2020 through May 4, 2026 (the "Class Period").

3. Preliminary appointment of Plaintiffs Beatriz Ramirez and Maribel Gonzalez as the Class Representatives;
4. Preliminary appointment of Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Ian T. Mallery of Haines Law Group, APC, and Joseph Lavi, Jeffrey D. Klein, Vincent C. Granberry, Jovahn M. Wiggins, Eric J. Naessig, and Daniel U. Frydman of Lavi & Ebrahimian, LLP, as Class Counsel;
5. The scheduling of a hearing to consider final approval of the Settlement and Plaintiffs' future requests for the Class Representative Service Payments, Administrator Expenses Payment, LWDA PAGA Payment, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment;
6. Appointment of CPT Group, Inc. as the neutral settlement administrator ("Settlement Administrator"); and
7. Approval of the proposed Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (the "Class Notice"), and entry of the proposed Order instructing that the Class Notice be disseminated to the proposed Settlement Class in English and Spanish.

This motion is based on this notice of motion, the attached memorandum of points and authorities, the declarations of Matthew K. Moen, Paul K. Haines, Fletcher W. Schmidt, and Ian T. Mallery, Joseph Lavi, Jeffrey D. Klein, Vincent C. Granberry, Jovahn M. Wiggins, and Daniel U. Frydman, Plaintiffs Beatriz Ramirez and Maribel Gonzalez, Julie Green of CPT Group, Inc., Shaun J. Voigt of Fisher & Phillips LLP, and Shareef S. Farag of Baker & Hostetler, and the exhibits attached thereto, the pleadings and other papers filed in this action, and on any further oral or documentary evidence or argument presented at the time of hearing.

Given the multiplicity of issues addressed herein, Plaintiff's memorandum of points and authorities necessitates exceeding the 20-page limit set forth in California Rule of Court 3.764(c)(2). As this Motion is unopposed, Plaintiff respectfully requests that the Court consider the entire memorandum, which is 21 pages in length.

Dated: November 3, 2026

Respectfully Submitted,
HAINES LAW GROUP, APC

By: 

Matthew K. Moen
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Beatriz Ramirez and Maribel Gonzalez ("Plaintiffs"), as individuals and on behalf of the proposed Settlement Class, respectfully request that this Court preliminarily approve the proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Settlement"),[1] entered into by Plaintiffs and Defendants Volt Management Corp. and IKEA Distribution Services, Inc. ("Defendants") (collectively, the "Parties"). Plaintiffs respectfully request that this Court preliminarily approve this non-reversionary, $795,000.00 class action settlement on behalf of the following Settlement Class:

> All current and former non-exempt employees employed by Defendant Volt Management Corp. who performed work at a location operated by Defendant IKEA Distribution Services, Inc. in California from September 26, 2020 through May 4, 2026 (the "Class Period").

Based upon the data provided by Defendants, there are approximately 1,700 Settlement Class members. After Court-approved deductions for Plaintiffs' Class Representative Service Payments, Settlement Administrator costs, the PAGA Penalties to the LWDA and PAGA Aggrieved Employees, and attorneys' fees and costs to Class Counsel, the remaining Net Settlement Amount ("NSA") is estimated to be no less than $422,000.00. This results in average Individual Class Payment of approximately $248.24, with the lowest possible estimated Individual Class Payment of $14.81 (in the event a Settlement Class member worked only one workweek during the Class Period) and the highest possible estimated Individual Class Payment of $4,324.52 (in the event a Settlement Class member performed work in every workweek during the Class Period). Moen Decl., ¶ 11.

The Settlement also includes a release of PAGA civil penalties on behalf of all current and former non-exempt employees employed by Defendant Volt Management Corp. who performed work at a location operated by Defendant IKEA Distribution Services, Inc. in

[1] The Settlement Agreement is attached as Exhibit 1 to the Declaration of Matthew K. Moen ("Moen Decl."), filed concurrently herewith, and the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Class Notice") is attached to the Settlement Agreement as Exhibit A.

California between January 19, 2021 through May 4, 2026 (the "PAGA Period"). *See* Settlement § 1.4, 1.31; *see also* Moen Decl., ¶ 10, Exhibits 2-3 (Plaintiffs' LWDA Letters). These individuals are referred to herein as "Aggrieved Employees." *See* Settlement § 1.4. The "Released PAGA Claims" include all claims for civil penalties under the PAGA that were alleged in the operative First Amended Complaint ("FAC"), or that reasonably could have been alleged based on the facts stated in the FAC and in the relevant LWDA notice letters under California Labor Code Sections 201, 202, 203, 204, 218, 226 *et seq*., 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804, and all applicable Industrial Welfare Commission Wage Orders. *Id*., §§ 1.39, 5.3. The time period covered by this release mirrors the PAGA Period. *Id*., § 5.3. The PAGA Release Claims do not release any Aggrieved Employees' claims for wages or statutory penalties. *Id*. An additional $7,500.00 will be paid to the Aggrieved Employees for the release of claims under PAGA. *Id*., § 1.34. These payments will be made to approximately 1,560 Aggrieved Employees, resulting in an average Individual PAGA Payment of approximately $4.81 and a highest possible Individual PAGA Payment of approximately $41.57. Moen Decl., ¶ 12.

Significantly, Settlement Class members do not need to file a claim form in order to receive an Individual Class Payment, and all Settlement Class members who do not opt-out will automatically receive their share of the Settlement. This represents a fair, reasonable, and substantial result for the Settlement Class members, who will be agreeing to a release of only those claims that were actually asserted, or which could have been asserted based on the facts alleged in the operative First Amended Complaint. Further, because Aggrieved Employees cannot opt out of a representative PAGA settlement, all Aggrieved Employees, regardless of whether they opt out of the class settlement, will receive a share of the amount allocated to Aggrieved Employees based on their respective PAGA Pay Periods. *See Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476, 482 (holding that PAGA provides no opt–out mechanism and that nonparty employees and the government are bound by the judgment in a PAGA action).

Prior to reaching this proposed Settlement, Defendants, through formal and informal discovery, provided Plaintiffs with a representative 30% sample of timekeeping records, payroll records, class list and workweek/pay period data, policies and employee handbooks, wage

statements, and personnel records spanning the putative class period. Plaintiffs retained an expert who, together with Plaintiffs, comprehensively reviewed and analyzed this data. On February 3, 2026, after extensive legal research and analysis, along with Plaintiffs' and their expert's comprehensive review of the data, the Parties participated in a mediation session with Jeffrey Fuchsman, Esq., an experienced wage-and-hour class action mediator. After the Parties reached an impasse, the mediator issued a proposal, which the Parties ultimately accepted after continued negotiations. Over the following months, the Parties negotiated and executed the long-form Settlement Agreement that is now before this Court for preliminary approval.

This proposed Settlement is well within the range of possible approval in light of the significant legal and factual obstacles that Plaintiffs faced, the risks and costs of further litigation, and the monetary benefit to the Settlement Class members. For the reasons discussed herein, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. FACTUAL AND PROCEDURAL BACKGROUND

Defendant Volt Management Corp. is a staffing and recruitment agency that supplied non-exempt employees to client companies, including Defendant IKEA Distribution Services, Inc. Defendant IKEA Distribution Services, Inc. is a multinational home-furnishing company operating warehouse and distribution facilities in California, including in Kern County. Moen Decl., ¶ 13. Like all Settlement Class members, Plaintiffs were employed by Defendants as non-exempt employees in California during the Class Period and were subject to Defendants' allegedly unlawful wage and hour policies and practices. Declaration of Beatriz Ramirez ("Ramirez Decl."), ¶ 3-5; Declaration of Maribel Gonzalez ("Gonzalez Decl."), ¶ 2-3.

On November 16, 2021, Plaintiff Ramirez initiated a class action lawsuit against Defendants, captioned *Beatriz Ramirez v. Volt Management Corp., et al.*, Case No. BCV-21-102735 (the "Ramirez Class Action"). Moen Decl., ¶ 14. Following the full briefing of Defendants' Motion to Compel Arbitration, the Ramirez Class Action was stayed. *Id*. On April 1, 2022, after submitting a PAGA letter to the LWDA and exhausting her administrative remedies, Plaintiff Ramirez filed a separate PAGA action in Kern County Superior Court, captioned *Beatriz*

Ramirez v. Volt Management Corp., et al., Case No. BCV-22-100758 (the "Ramirez PAGA Action"). *Id*.

On September 26, 2024, Maribel Gonzalez initiated the instant action, alleging Defendants failed to: (1) provide compliant meal periods; (2) provide compliant rest breaks; (3) reimburse business expenditures; (4) provide accurate wage statements; (5) refrain from unfair and unlawful business practices; (6) pay minimum wages; (7) pay overtime wages; (8) timely pay wages during employment; and (9) timely pay all wages due at separation. Moen Decl., ¶ 15. On September 26, 2024, Plaintiff Gonzalez submitted a PAGA letter to the LWDA, and after exhausting her administrative remedies, filed a separate PAGA action on December 2, 2024, captioned *Maribel Gonzalez v. Volt Management Corp., et al.*, Case No. BCV-24-104151 (the "Gonzalez PAGA Action"). *Id*.

As a material term of the Parties' settlement, the Parties agreed to Plaintiff Gonzalez's filing of the FAC in the instant *Gonzalez Class Action*, adding Plaintiff Ramirez as a named plaintiff and consolidating the factual allegations and causes of action in the *Gonzalez Class Action*, *Gonzalez PAGA Action*, *Ramirez Class Action*, and *Ramirez PAGA Action*, in order for the Parties to proceed collectively through settlement approval in the *Gonzalez Class Action*. Moen Decl., ¶ 16. On June 11, 2026, Plaintiffs filed the operative FAC, adding Plaintiff Ramirez as a named plaintiff, adding a tenth cause of action for civil penalties under PAGA, and consolidating the class and PAGA allegations from the related actions. *Id*.

B. PLAINTIFFS' CLAIMS AND DEFENDANTS' DEFENSES

1. Failure to Pay Minimum and Overtime Wages

Plaintiffs assert that Defendants required non-exempt employees to undergo off-the-clock COVID-19 temperature checks and complete medical questionnaires prior to being permitted to clock in for their shifts. Moen Decl., ¶ 17. Plaintiffs also assert Defendants required employees to travel to and from designated break areas during their off-the-clock meal breaks without paying for that time. *Id*. Further, Plaintiffs allege employees were required to report to supervisors approximately 10 minutes before their shifts to receive job duties, but were not paid for this time. *Id*. Additionally, to the extent this uncompensated time resulted in employees working more than

8 hours in a workday or 40 hours in a workweek, Defendants also failed to pay the applicable overtime rate for that time. *Id*.; *see also* Labor Code §§ 204, 510, 1194, 1197, 1198; IWC Wage Order 9.

Defendants deny Plaintiffs' claims and contend that Defendant Volt has complied with all applicable laws, including that they maintain compliant timekeeping policies that properly record and compensate all hours worked. Moen Decl., ¶ 18. Defendant Volt further asserts that, during the period when its COVID-19 temperature check practice was in place, it ensured a Volt supervisor was present at the temperature check station with a paper timesheet to record exactly when each Volt employee arrived at the facility, prior to undergoing the temperature checks. *Id*. Defendants further assert that this claim is not amenable to class treatment, as individual inquiries would be required to determine whether any Volt employee performed off-the-clock work and exactly how much time each employee purportedly spent working off the clock on any given day, resulting in an unmanageable series of mini-trials. *Id*.

2. <u>Meal Period Violations</u>

Plaintiffs assert that Defendants failed to provide all legally compliant meal periods. Moen Decl., ¶ 19. Defendants required employees to travel to and from designated break areas during their off-the-clock meal breaks, effectively reducing meal periods below "net" 30-minutes. *Id*.; *see also* Labor Code §§ 226.7, 512, 558; IWC Wage Order 9, § 11; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Donohue v. AMN Services* (2021) 11 Cal.5th 58. Plaintiffs further allege Defendants failed to provide second meal periods for shifts exceeding 10 hours. Moen Decl., ¶ 19.

Defendants argue they are only required to "provide" the opportunity to take meal periods, not "ensure" they are taken. Moen Decl., ¶ 20; *see Brinker*, *supra*, 53 Cal.4th at 1038. Defendants also assert that Volt employees were, at all times, provided with lawful meal periods of at least 30-minutes in length, as corroborated by employee timekeeping records. Moen Decl., ¶ 20. Further, Defendants contend that second meal periods on shifts between 10.0 and 12.0 hours were lawfully waived by mutual consent, and that Defendant Volt paid meal period premiums throughout the relevant time period. *Id*. Defendants also argue that individualized inquiries will

be required to determine why meal periods were late, short, or missed, and whether there was a valid waiver, thereby precluding class certification. *Id*.

3. Rest Period Violations

Plaintiffs assert that Defendants failed to authorize and permit all legally compliant rest periods. Moen Decl., ¶ 21. Plaintiffs allege Defendant Volt maintained a written rest period policy that authorizes exactly 10-minute rest periods beginning the moment the employee leaves their workstation, failing to account for travel time to appropriate rest areas. *Id*.; *see also* Labor Code §§ 226.7, 516, 558; IWC Wage Order 9, § 12; *Augustus v. ABM Security Services* (2016) 2 Cal.5th 257. Plaintiffs assert that, in practice, Defendant Volt's non-exempt employees were threatened with "immediate termination" for any time beyond 10 minutes that employees were away from their work stations during purported rest periods. Moen Decl., ¶ 21. Plaintiffs further allege Defendants failed to authorize and permit a third rest period for shifts exceeding 10 hours. *Id*.

Defendants argue Defendant Volt maintains a lawful rest period policy that authorizes and permits Volt employees to take all required rest periods, and assert that Volt employees were authorized to take 15-minute rest periods per policy, rather than 10. Moen Decl., ¶ 22. Defendants assert this claim is not amenable to class treatment, as individual inquiries would be required to determine whether each Volt employee was authorized and permitted to take lawful rest periods on each particular shift, which is made exceedingly difficult given that rest periods are not required to be recorded, resulting in an unmanageable series of mini-trials. *Id*.

4. Failure to Reimburse Business Expenditures

Plaintiffs assert that Defendants required non-exempt employees to use their personal cellular phones for necessary work purposes to communicate with coworkers and supervisors regarding work-related matters, but failed to reimburse employees for a reasonable portion of their monthly cellular phone bills. Moen Decl., ¶ 23; *see also* Labor Code §§ 2802, 2804; *Cochran v. Schwan's Home Serv.* (2014) 228 Cal.App.4th 1137.

Defendants argue that Defendant Volt maintained a policy to reimburse all reasonable and necessary business expenditures and that, to the extent any expenses were not reimbursed, they were not reasonably incurred. Moen Decl., ¶ 24. Defendants further assert that any use of personal

cell phones was individualized and the result of employee choice, not Defendants' policies. *Id*. Defendants also maintain that this claim would require a series of mini-trials to determine which Volt employees were actually required to use their cell phones for business purposes and in which pay periods such expenses were incurred. *Id*.

5. Wage Statement, Waiting Time, and PAGA Penalties

As a result of Defendants' failure to pay all minimum and overtime wages and meal/rest period premiums, Plaintiffs assert that Defendants also failed to maintain accurate payroll records, timely pay all final wages during employment, and issued inaccurate wage statements. Moen Decl., ¶ 25; *see also* Labor Code §§ 203, 226(a), and 1174; *Naranjo v. Spectrum Security Services* (2024) 15 Cal.5th 1056. Plaintiffs also seek PAGA civil penalties based on these predicate Labor Code violations on behalf of all aggrieved employees. *See* Labor Code § 2698 *et seq*.; Moen Decl., ¶ 25; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1213 ("As we have explained, they [civil penalties under PAGA] are mandatory, not discretionary.").

In response, Defendants argue that Plaintiffs' underlying claims will fail and, as a result, these derivative claims will also fail. Moen Decl., ¶ 26; *see Price v. Starbucks Corp*. (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Defendants also maintain that the alleged wage statement violations were not "knowing and intentional," and that Plaintiffs could not show employees "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Moen Decl., ¶ 26; *see* Labor Code § 226(e)(1). Defendants further contend that they possess strong, good faith defenses to Plaintiffs' underlying claims, which precludes imposition of wage statement penalties. *Id*.; *see Naranjo*, *supra*, 15 Cal.5th 1056. As to the PAGA cause of action, Defendants argue that the Court would exercise its discretion to substantially reduce any PAGA penalties. Moen Decl., ¶ 26; *see Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529 (affirming reduction of PAGA penalties).

C. DISCOVERY AND MEDIATION

The Parties engaged in formal and informal discovery prior to attending mediation. Moen Decl., ¶ 27. Through discovery, Defendants provided Plaintiffs with a representative 30% sample

of timekeeping records, payroll records, class list and workweek/pay period data, policies and employee handbooks, wage statements, and personnel records spanning the putative class period. *Id*. Plaintiffs also retained an expert to assist in analyzing the data and modeling Defendants' potential exposure. *Id*. The Parties initially scheduled mediation to take place on September 16, 2025. *Id*. However, following a September 15, 2025, pre-mediation conference between the Parties and the mediator, the Parties agreed to a brief continuance of mediation to allow the Parties additional time to prepare for a meaningful mediation. On February 3, 2026, the Parties participated in a mediation session with Jeffrey Fuchsman, Esq., an experienced wage-and-hour class action mediator, during which the Parties exchanged divergent views on Defendants' liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiffs' claims. *Id*. After the Parties reached an impasse, the mediator issued a mediator's proposal, which the Parties ultimately accepted. *Id*. Over the following months, the Parties negotiated and executed the long-form Settlement Agreement that is now before this Court for preliminary approval. *Id*.

III. THE PROPOSED SETTLEMENT

A. ESSENTIAL TERMS OF THE SETTLEMENT

If the Court preliminarily approves this settlement, Defendants will pay a Gross Settlement Amount ("GSA") of $795,000.00. Settlement, § 3.1. This Settlement is non-reversionary, and Settlement Class members will automatically receive their Individual Class Payment unless they affirmatively opt-out. *Id*., §§ 3.1, 7.5.3. Defendant Volt will fund the Gross Settlement Amount, along with the employers' share of payroll taxes, within fourteen (14) days after the Effective Date. *Id*., § 4.2. The monetary terms of the Settlement are as follows:

Gross Settlement Amount:	**$795,000.00**
Minus attorneys' fees (one-third):	$265,000.00
Minus attorneys' costs (up to):	$40,000.00
Minus Class Representative Service Payments:	$20,000.00 total
Minus LWDA PAGA Payment:	$22,500.00
Minus Individual PAGA Payments:	$7,500.00
Minus Settlement Administrator costs:	$18,000.00
Net Settlement Amount:	**$422,000.00**

1. The Settlement Provides for Reasonable Monetary Payments

After deducting amounts for Court-approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs' Class Representative Service Payments, settlement administration costs, and the LWDA's share of PAGA penalties, the Settlement provides for an estimated NSA of no less than $422,000.00. *See* Settlement, § 3.2. Individual Class Payments will be calculated based on the proportionate number of workweeks worked by each participating Settlement Class member during the Class Period. *Id*., § 3.2.4. Further, $7,500.00, representing 25% of the PAGA Settlement Amount, will be paid to all Aggrieved Employees, regardless of whether they opt out of the class action portion of the settlement, based on their respective PAGA Pay Periods during the PAGA Period. *Id*., §§ 3.2.5, 3.2.5.1. For tax purposes, each Individual Class Payment will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest. *Id*., § 3.2.4.1. The PAGA Amount payable to the Aggrieved Employees shall be allocated as 100% penalties. *Id*. Further, Defendant Volt will pay the employers' share of payroll taxes, which will be paid separate and apart from, and in addition to, the Gross Settlement Amount. *Id*.

According to Defendants' records, there are approximately 1,700 putative Settlement Class members. Settlement, § 8. Based on the estimated NSA, the average Individual Class Payment is projected to be approximately $248.24. Moen Decl., ¶ 28. Settlement Class members will have 60 calendar days from the date of the initial mailing of the Class Notice to opt-out or object to the Settlement, thereby providing ample time to review the Class Notice without unduly delaying the Settlement. *See* Settlement, §§ 1.42, 7.5.1. Settlement Class members who do not opt-out of the Settlement will be bound by its terms and will release the Released Class Claims against Defendants as detailed in the Settlement. *Id*., §§ 1.38, 5.2. Settlement Class members will have 180 days from the date the Individual Class Payment checks are mailed to cash their checks.

Id., § 4.3.1. In the event that there are any uncashed checks remaining after 180 days, any remaining funds will be transmitted to the State Controller's Unclaimed Property Fund. *Id*., § 4.3.3.

2. Attorneys' Fees, Costs, and Plaintiffs' Class Representative Service Payments

At the time of seeking final settlement approval, Plaintiffs will apply for Class Representative Service Payments in the amount of $10,000.00 each for their service to the Settlement Class and general release of all claims. Moen Decl., ¶ 29; *see* Settlement, § 3.2.1. Plaintiffs' requested Class Representative Service Payments are intended to recognize the significant time and effort that Plaintiffs expended on behalf of the Settlement Class, including searching for relevant documents for use in the lawsuit, producing documents and providing factual information to their attorneys, attending meetings and many phone calls with counsel to discuss the claims in the lawsuit and Defendants' practices, discussing the status of the case and general case strategy with counsel on multiple occasions, providing valuable input to assist counsel in preparing for mediation, being available throughout mediation that lead to this settlement to answer questions posed by the mediator, reviewing and providing input regarding the settlement in this case, and otherwise assisting counsel in moving the case towards resolution, the significant risks Plaintiffs undertook by serving as the named plaintiffs, and the fact that they agreed to a general release of all claims subject to a waiver of Civil Code § 1542. Moen Decl., ¶ 29; Ramirez Decl., ¶ 3-5; Gonzalez Decl., ¶ 5; Settlement, § 3.2.1.

Class Counsel will also apply for an attorneys' fee award of up to one-third (1/3) of the Gross Settlement Amount (currently estimated at $265,000.00), and up to $40,000.00 in reimbursement for actual litigation costs. Moen Decl., ¶ 30; *see* Settlement, § 3.2.2. Plaintiffs submit that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Moen Decl., ¶ 30. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiffs' claims, engaging in contested motion practice to oppose Defendants' Motions to Compel Arbitration, reviewing Defendants' policies and timekeeping/payroll data, retaining an expert and building a comprehensive damages model to evaluate Defendants' potential exposure, conducting

meet-and-confer efforts, propounding formal written discovery, preparing two mediation briefs, participating in multiple pre-mediation phone calls with the mediator, and preparing for and attending mediation. *Id*. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the Notice process, drafting the Motion for Final Approval and supporting documents, attending the Final Approval hearing, and completing other tasks, such as fielding questions from Settlement Class members. *Id*.

Both California and federal courts have recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the "common fund" created as a result of the settlement. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254, disapproved on another ground by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269. Historically, courts have awarded percentage fees in the range of 20% to 50%. *See* 4 Newberg on Class Actions § 14:6 (4th ed. 2002). Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an overall percentage of the Settlement in light of the risks and work undertaken, the positive results obtained for the class, and the efficiency with which the Parties have conducted the litigation. Moen Decl., ¶ 31. Class Counsel will seek an award of attorneys' fees when seeking final approval.

IV. ARGUMENT

A. PRELIMINARY APPROVAL IS WARRANTED

California Rule of Court 3.769 requires court approval of a class action settlement. The Court must independently determine whether the Settlement is fair, reasonable, and adequate. *Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130. In making that determination, the Court considers the strength of Plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class status through trial; the amount offered; the extent of discovery and stage of the proceedings; and the experience and views of counsel. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.

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1. The *Dunk* Factors Support Preliminary Approval

a. The Strength of Plaintiffs' Case

Class Counsel carefully vetted the claims at issue, reviewed Settlement Class member timekeeping records, payroll records, policies and employee handbooks, wage statements, and personnel records spanning the entire Class Period, reviewed all relevant policy documents, and retained an expert who created a comprehensive damages model for Defendants' liability. Moen Decl., ¶ 32. Although Plaintiffs steadfastly maintain that their claims are meritorious, Plaintiffs acknowledge that there were substantial risks and uncertainty in proceeding with class certification and trial. As explained in detail in Section II.B., *supra*, Defendants presented numerous defenses to Plaintiffs' claims, both on the merits and with respect to class certification. Although Plaintiffs were prepared to litigate these claims through class certification and ultimately through trial, it was far from certain that Plaintiffs would be able to recover a greater amount should this matter proceed through trial. Thus, this factor supports preliminary approval.

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

Although the Parties have conducted substantial discovery and mediation, the Parties have not yet completed formal deposition discovery or class certification briefing. Absent settlement, the Parties will be required to expend substantial time and resources conducting formal written and deposition discovery, briefing class certification, litigating summary judgment or adjudication, preparing for trial, and facing potential appellate proceedings. Moen Decl., ¶ 33. This Settlement avoids these considerable costs, risks, and the accompanying burden of continued litigation on the Court. Thus, this factor supports preliminary approval.

c. Risk of Maintaining Class Action Status

At the time of the proposed Settlement, Plaintiffs had not filed their motion for class certification. Moen Decl., ¶ 34. Had the Court certified any claims, Plaintiffs anticipated that Defendants would seek decertification. *Id*. Therefore, absent the Settlement, there was a serious risk that Plaintiffs would be unable to move forward on a class-wide basis. *Id*. Thus, this factor supports preliminary approval.

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d. Amount Offered in Settlement Given Realistic Value of Claims

This proposed Settlement provides a fair and reasonable recovery for the Settlement Class in the face of disputed claims. After analyzing Defendants' produced data, Class Counsel and Plaintiffs' retained expert conducted a class-wide exposure analysis, forecasting the total expected recovery as follows:

Failure to Pay Minimum and Overtime Wages: **$79,743**

Plaintiffs' expert's data analysis determined that non-exempt employees performed an average of 15 minutes of unpaid off-the-clock work per day for COVID-19 screening, meal-break travel, and pre-shift reporting. Moen Decl., ¶ 35. Plaintiffs therefore calculated Defendants' maximum exposure for this claim at $579,949 (0.25 hours × 5 days × 27,666 workweeks × $16.77 avg rate). *Id*.

Defendants argue they have complied with all applicable laws and that this claim is not amenable to class treatment, as individualized inquiries would be required to determine whether and how much off-the-clock work each employee performed. Moen Decl., ¶ 36. In light of these certification risks, Plaintiffs discounted the maximum exposure by 75% for the risk of non-certification, and by an additional 45% for the risk of failing to prove liability on the merits, resulting in estimated exposure of $79,743. *Id*.

Meal Period Violations**: $130,787**

Plaintiffs' expert's data analysis found 23,633 unique meal break violations net of premiums in Defendant Volt's timekeeping and payroll records. Moen Decl., ¶ 37. Plaintiffs' counsel therefore calculated Defendants' maximum exposure for this claim at $396,325 (23,633 unique meal break violations net of premiums × $16.77 avg rate). *Id*.

Defendants argue they are only required to provide the opportunity to take meal periods, not ensure they are taken, and that individualized inquiries into waivers and the reasons for late, short, or missed meal periods preclude class certification. Moen Decl., ¶ 38. In light of the substantial certification risks, Plaintiffs discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 40% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $130,787. *Id*.

Rest Period Violations**: $76,044**

Plaintiffs' expert's data analysis determined that Defendant Volt's employees worked approximately 60,460 shifts in excess of 3.5 hours, on each of which Plaintiffs allege a rest break violation occurred as a result of Defendants' failure to areas authorize 10-minute "net" rest periods. Moen Decl., ¶ 39. Plaintiffs therefore calculated Defendants' maximum exposure for this claim at $1,013,914 (60,460 rest break violations × $16.77 avg rate). *Id*.

Defendants argue they maintain a lawful rest period policy, authorize 15-minute rest periods enabling sufficient time for employees to travel between their workstations and the break room while still being permitted 10-minutes "net" in the break area, and that individualized inquiries into whether each employee was authorized and permitted to take lawful rest periods on each shift would render class treatment unmanageable. Moen Decl., ¶ 40. In light of these substantial certification risks, Plaintiffs discounted the maximum exposure by 75% for the risks of non-certification, and by an additional 70% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $76,044. *Id*.

Failure to Reimburse Business Expenditures**: $31,381**

Plaintiffs' assert that employees were required to use their personal cell phones for work purposes and that $15 per month represents a reasonable percentage of the employee's cell phone bill. Moen Decl., ¶ 41. Plaintiffs therefore calculated Defendants' maximum exposure for this claim at $103,740 (6,916 aggregate work-months × $15 cell phone bill). *Id*.

Defendants argue that they maintain a policy to reimburse all reasonable and necessary business expenditures and that individualized inquiries into which employees were required to use personal cell phones for business purposes would render class treatment unmanageable. Moen Decl., ¶ 42. In light of these substantial certification risks, Plaintiffs discounted the maximum exposure by 45% for the risk of non-certification, and by an additional 45% for the risk of failing to establish liability on the merits, resulting in estimated exposure of $31,381. *Id*.

Wage Statement Penalties**: $50,297**

Plaintiffs' expert's data analysis determined that there are 299 eligible class members who received wage statements in the one-year limitations period, and a total of 5,738 wage statements

issued during the relevant time period. Moen Decl., ¶ 43. Plaintiffs' therefore calculated Defendants' maximum exposure for this claim at $558,850 ((299 initial violations × $50) + (5,439 subsequent violations × $100)). *Id*.

Defendants argue that the alleged violations were not knowing and intentional and that Plaintiffs cannot show the requisite injury under Labor Code § 226(e). Moen Decl., ¶ 44. Defendants further argued that Plaintiffs' underlying claims would fail, and, therefore, their derivative wage statement claim would also fail. *Id*. In light of these risks, Plaintiffs discounted the maximum exposure by 40% to account for the risk of non-certification of the underlying claims, and by an additional 85% for the risk of failing to establish liability on the merits, including failing to prove the violations were "knowing and intentional," that the Settlement Class members "suffer[ed] injury," or that the Court would find that Defendants had a reasonable, good faith belief that of compliance with wage and hour laws precluding the imposition of wage statement penalties, resulting in estimated exposure of $50,297. *Id*.; *see also Naranjo, supra*, 15 Cal.5th at 1065 (holding that a reasonable, good faith belief that employer was in compliance with wage and hour laws precludes imposition of wage statement penalties).

Waiting Time Penalties**: $493,360**

Plaintiffs' expert's data analysis determined that 1,362 employees separated their respective employments with Defendant Volt during the relevant 3-year period associated with waiting time penalties. Moen Decl., ¶ 45. Plaintiffs therefore calculated Defendants' maximum exposure for this claim at $5,481,778 (1,362 former employees × $16.77 avg rate × 8 hours × 30 days). *Id*.

Defendants argue they attempted to pay all final wages in good faith and invoke the good faith dispute defense under 8 CCR § 13520, thereby precluding a finding of willfulness. Moen Decl., ¶ 46. Therefore, Plaintiffs discounted the maximum exposure by 40% for the risk of non-certification, and an additional 85% for the risk of being unsuccessful on the merits or failing to establish "willfulness" under *Naranjo*, resulting in estimated exposure of $493,360. *Id*.; *see also Naranjo, supra*, 15 Cal.5th at 1065 (recognizing that good faith dispute over whether any wages are due will preclude imposition of waiting time penalties).

PAGA Penalties**: $38,070**

Plaintiffs' expert's data analysis determined the aggrieved employees worked for an aggregate total of 25,380 pay periods during the PAGA liability period in which at least one of the predicate Labor Code violations described above occurred. Moen Decl., ¶ 47. Therefore, Plaintiffs calculated Defendants' maximum exposure for this claim at $2,538,000 (25,380 pay periods × $100 violation rate). *Id*.; *see also Amaral, supra*, 163 Cal.App.4th at 1207 (finding "initial" violation rate applies until employer is notified that it is violating a Labor Code provision).

Defendants argue that the PAGA civil penalties are exclusively derivative of the underlying wage and hour violations Defendants dispute, and that their good-faith defenses would apply to defeat or reduce any PAGA award. Moen Decl., ¶ 48; *see also Green v. Lawrence Service Co.*, 2013 WL 3907506, *5, fn. 5 (C.D. Cal. 2013) (explaining that a PAGA claim's success was determined by the merits of its underlying claims). Defendants also argue that the Court has discretion to reduce any award of PAGA penalties. Moen Decl., ¶ 48; s*ee also* Labor Code § 2699(e)(2); *Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) Case No. ED CV 10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from $2.8 million to $500,000). Plaintiffs discounted the maximum figure by 70% for the risk they would not prevail on the merits of the underlying claims, and by an additional 95% to account for the likelihood of the Court reducing PAGA penalties, for an estimated exposure of $38,070. Moen Decl., ¶ 48.

Using these estimated figures, Plaintiffs estimated that the potential reasonable recovery for the Settlement Class would be approximately $899,682. Moen Decl., ¶ 49. Thus, the GSA of $795,000.00 represents approximately 88.4% of Plaintiffs' reasonably forecasted aggregate recovery. Moen Decl., ¶ 49. This is well within the range approved by courts as fair, reasonable, and adequate, while also avoiding the further expense and risk of proceeding toward class certification and trial. *Id*.; *see, e.g.*, *Altamirano v. Shaw Industries, Inc* (N.D. Cal., July 24., 2015) 2015 WL 4512372, at *9 ("Although 15% represents a modest fraction of the hypothetical maximum recovery estimated by Plaintiff, that figure is sufficient for the Court to grant preliminary approval..."); *In re Mego Financial Corp. Securities Litigation* (9th Cir. 2000) 213

F.3d 454, 459 (approving settlement of "roughly one-sixth of the potential recovery"); *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242 ("The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.") (internal quotations omitted). Preliminary approval is appropriate since the Settlement will provide tangible monetary relief to the Settlement Class members without the uncertainty, delay, and expense of further litigation.

e. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiffs are represented by competent and experienced counsel who possess extensive experience litigating wage and hour class actions. Moen Decl., ¶¶ 2-8; Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-14; Declaration of Fletcher W. Schmidt ("Schmidt Decl."), ¶¶ 2-9; Declaration of Ian T. Mallery ("Mallery Decl."), ¶¶ 2-7; Declaration of Eric J. Naessig ("Naessig Decl."), ¶ 9. Class Counsel conducted an extensive review and analysis of Defendants' produced timekeeping, payroll, and personnel data and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. Moen Decl., ¶ 50. It was only after the completion of this work that the Parties attended mediation and ultimately accepted a mediator's proposal for a class-wide settlement of all claims at issue. *Id*. Thus, this factor supports preliminary approval.

2. The Settlement Warrants Notice to the Settlement Class Members

The Settlement provides meaningful monetary relief without requiring Settlement Class members to submit claims, and limits the class release to claims alleged or that reasonably could have been alleged based on the facts alleged in the operative First Amended Complaint. It resulted from informed, arm's-length negotiations after Plaintiffs analyzed Defendants' records and the Parties mediated before Jeffrey Fuchsman, Esq., who issued a mediator's proposal the Parties accepted. Moen Decl., ¶ 51. The requested Class Representative Service Payments, administration costs, attorneys' fees and costs, and PAGA allocation remain subject to Court

approval. The Settlement therefore has no obvious deficiencies and warrants notice to the Settlement Class members.

B. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES

The proposed Settlement Class satisfies the criteria for certification of a settlement class under California law because: (1) the individuals in the Settlement Class are so numerous that joinder would be impractical; (2) common questions of law and fact predominate over individual questions such that class certification is the most efficient and desirable way to maintain this litigation; (3) Plaintiffs' claims are typical of the claims of the absent Settlement Class members; and (4) Plaintiffs and Plaintiffs' counsel will fairly and adequately represent the interests of the absent Settlement Class members. *See* Cal. Code Civ. Proc. § 382.

1. The Proposed Class is Ascertainable and Numerous

A class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919 (alterations in original). Here, the proposed Settlement Class is defined as all current and former non-exempt employees employed by Volt Management Corp. who performed work at a location operated by IKEA Distribution Services, Inc. in California during the Class Period. *See* Settlement, § 1.5. Settlement Class members can be easily identified using Defendant Volt's employment and payroll records. Moen Decl., ¶ 52. Defendants represent that the Settlement Class consists of approximately 1,700 individuals, rendering it impracticable to bring all Settlement Class members before the Court. *Id.*; Settlement, § 8. Thus, the proposed Settlement Class satisfies numerosity. *See Collins v. Rocha* (1972) 7 Cal.3d 232, 234.

2. Common Issues of Law and Fact Predominate

The focus in a certification dispute is not on the merits of the case, but rather on what types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 327. Here, Plaintiffs' claims are predicated on Defendants' alleged failures to pay minimum and overtime wages, provide compliant meal and rest periods, reimburse business expenditures, issue accurate wage statements, and timely pay

all wages due during employment and at separation. These types of claims are commonly held to be proper for class certification. *See, e.g., Brinker, supra,* 53 Cal.4th at 1032-34 ("The theory of liability—that Brinker has a uniform policy, and that that policy…allegedly violates the law—is by its nature a common question eminently suited for class treatment."); *Bradley v. Networkers Int'l, LLC* (2012) 211 Cal.App.4th 1129, 1150 (certifying meal and rest period claims).

3. The Claims of the Named Plaintiffs are Typical

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347. Here, like other Settlement Class members, Plaintiffs were employed by Defendants as non-exempt employees in California and were subject to Defendants' allegedly unlawful wage and hour policies/practices during the Class Period. Ramirez Decl., ¶ 3-5; Gonzalez Decl., ¶¶ 2-3. Plaintiffs were therefore impacted by the same challenged policies that allegedly injured the Settlement Class as a whole and were subject to the same defenses asserted by Defendants as to the Settlement Class, and are therefore typical.

4. Plaintiffs and Class Counsel are Adequate to Represent the Class

The adequacy of representation requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *See Capitol People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 697. Here, Plaintiffs and Class Counsel will adequately represent the Settlement Class members as there are no conflicts between the named Plaintiffs and the Settlement Class members they seek to represent, and Plaintiffs possess claims that are in line with those of the Settlement Class members. *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450 (finding adequacy satisfied where there was no indication that the plaintiff's counsel were not qualified and the plaintiff had no interests antagonistic to those of the class). Class Counsel also has extensive experience in wage and hour class action litigation. *See* Moen Decl., ¶¶ 2-8; Haines Decl., ¶¶ 2-14; Schmidt Decl., ¶¶ 2-9; Mallery Decl., ¶¶ 2-7; Naessig Decl., ¶9.

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C. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED CLASS NOTICE

This Court should order distribution of the proposed Class Notice in English and Spanish to the Settlement Class members by first class mail, postage prepaid, using the last known mailing address information provided by Defendant Volt. This manner of giving notice is the "best notice practicable" under the circumstances because it provides "individual notice to all members who can be identified through reasonable effort." *See Eisen v. Carlisle and Jacquelin* (1974) 417 U.S. 156, 173. The Parties propose that the settlement be administered by CPT Group, Inc. ("CPT Group"), an experienced class action settlement administrator. *See* Green Decl. Settlement Class members' addresses will be ascertainable through Defendant Volt's personnel records, and Defendant Volt will provide CPT Group with each Class Member's name, last-known mailing address, phone number, Social Security number, and number of Individual Workweeks and PAGA Pay Periods no later than 10 business days after the Court grants Preliminary Approval of the Settlement. *See* Settlement, §§ 1.9, 4.1. CPT Group will run the Settlement Class members' addresses through the National Change of Address database and/or conduct skip traces to obtain current address information. *Id*., § 7.4.2.

The content of the proposed Notice Packet satisfies California Rule of Court 3.766(d) because it advises the Settlement Class members' of the nature of the claims, basic contentions and denials of the Parties, the key terms of the Settlement, the uniform 60-day deadline to opt-out or object to the Settlement and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Settlement Class members, and advises them that they will be bound by the terms of the Settlement if they do not request exclusion. *See* Settlement., Exhibit A. The proposed Class Notice will also notify the Settlement Class of the Final Approval Hearing date, provide Class Counsel's contact information, and advise Settlement Class members that they may enter an appearance through counsel if they so wish. *Id.* This manner of giving notice is appropriate under California Rule of Court 3.766(e) because it reliably reaches identifiable Settlement Class members at a reasonable cost. Additionally, because the proposed Settlement includes settlement of Plaintiffs' representative PAGA claim, notice of the Settlement

has been submitted to the LWDA. *See* Moen Decl., ¶ 10, Exhibit 4 (LWDA Settlement Submission); Proof of Service.

D. THE COURT SHOULD SET A FINAL APPROVAL HEARING

Finally, this Court should set a hearing for final approval of the Settlement on a date appropriately scheduled to follow the deadline by which Settlement Class members must file objections to the Settlement or opt-out. *See* California Rule of Court 3.769.

V. CONCLUSION

For these reasons, Plaintiffs request that the Court grant preliminary approval and enter the concurrently submitted proposed order.

Dated: November 3, 2026

HAINES LAW GROUP, APC

By: _____

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