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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

IGNACIO RIOS, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

COMMUNITY TREE SERVICE, LLC, a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Lead Case No.: 24CV003969
Consolidated with Case No. 24CV005091

*[Assigned for All Purposes to Hon. Ian A.
Rivamonte, Dept 14]*

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

Date: July 24, 2026
Time: 8:30 a.m.
Dept.: 14

1 IGNACIO RIOS, as an individual and on
2 behalf of all others similarly situated,

3
4 Plaintiff

5 vs.

6 COMMUNITY TREE SERVICE, LLC, a
7 California limited liability company; and DOES
8 1 through 100, inclusive,

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

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on July 24, 2026 at 8:30 a.m. in Department 14 of the above-entitled Court, located at 1200 Aguajito Road, Monterey, CA 93940, Plaintiff Ignacio Rios (“Plaintiff”), individually and on behalf of a class of similarly situated individuals, will and hereby does move this Court for:

1. Preliminary approval of the proposed class settlement of this lawsuit;
2. Pursuant to section 382 of the California Code of Civil Procedure, provisional certification, for settlement purposes only, of the following Settlement Class defined as follows:

All persons employed by Defendant in California in a non-exempt position who worked for Defendant during the Class Period.

The “Class Period” is defined as the period starting on July 10, 2022, and continuing through November 17, 2024.

3. Preliminary appointment of Plaintiff Ignacio Rios as Class Representative;
4. Preliminary appointment of Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel;
5. The scheduling of a hearing to consider whether the Settlement should be finally approved, on a date to be set by the Court in the Preliminary Approval Order after taking into account the notice-mailing, response, re-mailing, and final-approval briefing schedule, and to permit a service award to Plaintiff, Settlement Administration costs, PAGA Penalties payable to the California Labor and Workforce Development Agency and Aggrieved Employees, and attorneys’ fees and costs to Class Counsel;
6. Appointment of Phoenix Settlement Administrators (“PSA”) as the third-party Settlement Administrator for mailing the court-approved Class Notice; and
7. Approval of the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval and an order that it be disseminated to the proposed Settlement Class Members as provided in the Settlement Agreement and the Court’s Preliminary Approval Order.

1 This Motion is based on this notice of motion, the memorandum of points and authorities, the
2 declarations of Scott M. Lidman, Milan Moore, Tiara Gose-Hardy, Paul K. Haines, Plaintiff Ignacio
3 Rios, Jodey Lawrence of Phoenix Settlement Administrators, and Blake Bertagna, and the exhibits
4 attached thereto, the pleadings and other papers filed in this action, and on any further oral or
5 documentary evidence or argument presented at the time of hearing.

6
7 Dated: June 24, 2026

Respectfully Submitted,
LIDMAN LAW, APC

8
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10 By:



Scott M. Lidman

11 Attorney for Plaintiff
12 IGNACIO RIOS
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Ignacio Rios (“Plaintiff”) initially brought this class action against Defendant
4 Community Tree Service, LLC (“Defendant”) alleging various wage and hour and related violations.
5 Plaintiff’s primary allegations are that Defendant: (1) failed to pay all minimum wages owed; (2) failed
6 to provide accurate, itemized wage statements; and (3) engaged in unfair competition. Plaintiff later
7 filed a separate lawsuit against Defendant alleging that Defendant is liable for civil penalties under the
8 California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

9 Plaintiff now respectfully requests that this Court preliminarily approve this non-reversionary,
10 class action settlement¹ in which Defendant has agreed to pay Three Hundred Fifty Thousand Dollars
11 (\$350,000.00) to the following Settlement Class:

12 All persons employed by Defendant in California in a non-exempt position who
13 worked for Defendant during the Class Period.

14 The “Class Period” is defined as the period starting on July 10, 2022, and
15 continuing through November 17, 2024.

16 Additionally, for the purposes of this settlement only, Aggrieved Employees are defined as:

17 An individual who was employed by and worked for Defendant in the State of
18 California in a non-exempt position during the PAGA Period.

19 The “PAGA Period” is defined as the period starting on September 23, 2023, and
20 continuing through November 17, 2024.

21 Significantly, Settlement Class Members do not need to file a claim to participate in the
22 Settlement; they will automatically receive a payment unless they affirmatively opt-out. After
23 deducting administration costs, Plaintiff’s service award, attorneys’ fees and costs, and PAGA Penalties,
24 the remaining Net Settlement Amount (“NSA”) of approximately \$163,000.00, assuming the Court

25 _____
26 ¹ The Class Action and PAGA Settlement Agreement and Release (“Settlement”) is attached to the Declaration of Scott M.
27 Lidman as Exhibit 2. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval is
28 attached to the Settlement as Exhibit A. All defined terms in this motion have the same definitions as used in the Settlement
unless such terms are expressly defined herein.

1 approves the maximum requested deductions and no other adjustment is required, will be distributed on
2 a pro-rata basis to all Settlement Class members who do not opt-out of the Settlement. There are
3 approximately 484 Settlement Class members, which means the average payment to each Settlement
4 Class member is currently expected to be approximately **\$336.78**, which does not include \$7,000.00 in
5 PAGA Penalties which will be distributed to Aggrieved Employees. These estimates will be updated
6 at the time of final approval, once confirmed by the Settlement Administrator after receipt of the Class
7 Data.

8 The proposed Settlement is well-within the range of possible approval in light of the significant
9 legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the tangible
10 monetary benefits to be received by the Settlement Class. For the reasons discussed herein, Plaintiff
11 respectfully requests that the Court grant preliminary approval of the Settlement.

12 **II. SUMMARY OF THE LITIGATION**

13 **A. THE PARTIES, PROCEDURAL HISTORY, DISCOVERY, AND ARMS- 14 LENGTH NEGOTIATIONS**

15 **1. The Parties**

16 Defendant does business as a tree service company. Declaration of Scott M. Lidman (“Lidman
17 Decl.”), ¶ 8. Plaintiff has worked for Defendant as a non-exempt employee since about May 2023. *See*
18 Declaration of Ignacio Rios (“Rios Decl.”), ¶ 2. He works as a Journeyman Tree Climber. *Id.*

19 **2. Procedural History**

20 On September 23, 2024, Plaintiff filed a putative class action complaint against Defendant in
21 the Superior Court of California, County of Monterey, Case No. 24CV003969 (“Class Action”).
22 Lidman Decl., ¶ 8. On September 23, 2024, Plaintiff submitted a letter to the California Labor &
23 Workforce Development Agency (“LWDA”) and Defendant advising of his intention of filing a PAGA
24 claim based on the Labor Code violations alleged in his complaint. *Id.*, **Exhibit 1**. On November 24,
25 2024, the Class Action was removed to the United States District Court, Northern District of California.
26 *Id.*

1 On December 2, 2024, Plaintiff filed a separate complaint in the Superior Court of California,
2 County of Monterey against Defendant alleging a cause of action for penalties under the PAGA, Case
3 No. 24CV005091 (“PAGA Action”). Lidman Decl., ¶ 9. On January 31, 2025, the PAGA Action was
4 removed to the United States District Court, Northern District of California. *Id.*

5 On December 4, 2024, Plaintiff filed a first amended class action complaint, to which Defendant
6 moved to dismiss. Lidman Decl., ¶ 10. At the hearing on Defendant’s motion to dismiss on February
7 11, 2025, the court granted Defendant’s oral motion to withdraw its motion to dismiss, granted
8 Plaintiff’s oral motion to strike portions of the first amended class action complaint, and ruled the first
9 amended class action complaint as amended. *Id.*

10 On April 16, 2025, the Class Action and PAGA Action were remanded to the Superior Court of
11 California, County of Monterey. Lidman Decl., ¶ 11. On February 25, 2026, the Class Action and
12 PAGA Action were deemed by the Court related, and later on March 5, 2026, the Class Action and
13 PAGA Action were consolidated. *Id.* Following consolidation, Plaintiff filed a Consolidated Class and
14 Representative Action Complaint. Lidman Decl., ¶ 12. Plaintiff’s operative allegations are that
15 Defendant: (1) failed to pay all minimum wages owed; (2) failed to provide accurate, itemized wage
16 statements; (3) engaged in unfair competition; and (4) is liable for civil penalties under the PAGA. *Id.*

17 **3. Discovery**

18 While the Class Action and PAGA Action were in federal court, Plaintiff and Defendant
19 exchanged initial disclosures. Lidman Decl., ¶ 13. After agreeing to participate in private mediation,
20 Defendant informally produced timekeeping and payroll data for the entire putative class, as well as
21 their wage and hour policies and other documents and information relevant to the claims alleged. *Id.*
22 After a detailed review of the time and payroll records for the putative class and other documents and
23 policies produced by Defendant, Class Counsel drew on their extensive experience in similar cases to
24 assess the strengths and weaknesses of Plaintiff’s case. *Id.* This informal discovery allowed the Parties
25 to assess the merits and value of Plaintiff’s claims and Defendant’s defenses thereto, if a settlement
26 could not be reached.

1 **4. Arms-Length Negotiations**

2 On December 1, 2025, a mediation was held with Steve G. Mehta, Esq., a well-respected and
3 experienced wage and hour class action mediator. Lidman Decl., ¶ 14. During mediation, the Parties
4 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff’s claims,
5 and the legal basis for the claims and defenses. *Id.* Ultimately, the Parties agreed to the mediator’s
6 proposal. *Id.* In the months that followed, the Parties finalized the terms of settlement and executed
7 the settlement agreement. *Id.*

8 **III. ARGUMENT**

9 **A. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

10 California Rule of Court 3.769 conditions settlement of a class action on court approval, which
11 is generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of
12 Civil Procedure. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322 (requires trial
13 court to determine “that the settlement is fair, reasonable and adequate to all concerned”); *Hanlon v.*
14 *Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026 (requires the trial court to determine “whether a
15 proposed settlement is fundamentally fair, adequate, and reasonable”).

16 As further explained below, the Settlement Class satisfies the criteria for certification of a
17 settlement class under California law because: (1) the Settlement Class is so numerous that joinder
18 would be impractical; (2) common questions of law and fact predominate over individual questions
19 such that class certification is the most efficient and desirable way to maintain this litigation; (3)
20 Plaintiff’s claims are typical of the claims of absent Settlement Class members; and (4) Plaintiff and
21 his counsel will fairly and adequately represent Settlement Class members’ interest. *See* Cal. Civ. Proc.
22 § 382.

23 Certification of the Settlement Class is provisional, conditional, and solely for purposes of
24 settlement. Settlement, ¶ 12.1. If Preliminary or Final Approval is not granted or Judgment is not
25 entered, Defendant reserves the right to contest certification of any class for any reasons and
26 manageability of any representative aspect of the Action, and Defendant reserves all available defenses
27 to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
28 available and to contest Defendant’s defenses. *Id.*

1 **1. Numerosity is Satisfied.**

2 Here, the proposed Settlement Class consists of approximately 484 members and is therefore
3 sufficiently numerous as to make joinder impracticable. *See* Lidman Decl., ¶ 16; *See, e.g., Bowles v.*
4 *Sup. Ct.* (1955) 44 Cal.2d 574 (holding a class representing 10 beneficiaries of a trust sufficiently
5 numerous). Thus, numerosity is satisfied.

6 Further, a class is “ascertainable” where the members “may be readily identified without
7 unreasonable expense or time by reference to official [or business] records.” *See Sevidal v. Target*
8 *Corp.* (2010) 189 Cal.App.4th 905, 916 (alterations in original). Here, the proposed Settlement Class
9 is defined as “all persons employed by Defendant in California in a non-exempt position who worked
10 for Defendant during the Class Period.” Lidman Decl., ¶ 16. The proposed Settlement Class is
11 ascertainable through Defendant’s personnel files and employee records maintained in the regular
12 course of business.

13 **2. Commonality is Satisfied.**

14 The focus in a certification dispute is not the merits, but rather on what types of questions,
15 “common or individual,” are likely to arise in the action. *See Sav-On Drug Store, Inc. v. Superior*
16 *Court (Rocher)* (2004) 34 Cal.4th 319, 327.

17 Here, Plaintiff contends that Settlement Class Members’ claims arise from Defendant’s
18 common, uniform policies and practices that applied to Settlement Class members during the Class
19 Period. Lidman Decl., ¶ 18. Specifically, Plaintiff alleged that Defendant’s common and uniform
20 policies and practices resulted in the following violations: (1) failure to pay all minimum wages; (2)
21 failure to provide accurate, itemized wage statements; (3) unfair competition; and (4) liability for civil
22 penalties under the PAGA. *Id.* Plaintiff alleges that as a result of the common and uniform policies
23 and practices that applied to all Settlement Class Members, their claims involve common questions of
24 law and fact, including but not limited to:

- 25 1. Whether Defendant properly paid all minimum wages;
26 2. Whether Defendant furnished legally compliant wage statements; and
27
28

1 3. Whether Defendant engaged in unlawful, unfair, illegal, and/or deceptive business
2 practices by and through the wage and hour policies and practices described above, and
3 whether as a result Defendant owes restitution.

4 These alleged practices result in common questions as to the affected Settlement Class
5 Members. *See e.g., Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, 726.

6 Defendant disputes Plaintiff's allegations, denies that any unlawful common policy or practice
7 existed, and does not concede commonality or predominance outside the settlement context.

8 **3. Typicality is Satisfied.**

9 The typicality requirement is satisfied where class representatives have claims that are typical
10 of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d
11 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the same goods as the putative
12 class in a consumer class action).

13 Here, Plaintiff's claims are typical of those held by the members of the proposed Settlement
14 Class. First, Plaintiff was employed by Defendant during the Class Period as a non-exempt employee
15 and was subject to Defendant's wage and hour policies at issue in this case. *See* Rios Decl., ¶ 2. Second,
16 Plaintiff was allegedly injured by the same challenged policies that allegedly injured the Settlement
17 Class as a whole. For example, Plaintiff asserts that he, like the members of the Classes, was required
18 to work off-the-clock and thus was not provided all legally required minimum wages and was not
19 provided with accurate, itemized wage statements. *See* Rios Decl., ¶¶ 3-4. Given that Defendant's
20 policies and practices applied to all non-exempt employees, Settlement Class Members possess a
21 similar interest and have suffered similar alleged injuries as Plaintiff. Accordingly, because Plaintiff's
22 claims and those of the Settlement Class all arise from the same conduct, typicality is satisfied.
23 Defendant does not concede this point for litigation purposes and agrees to provisional certification
24 only to implement the Settlement.

25 **4. Adequacy is Satisfied.**

26 The adequacy requirement examines conflicts of interest between named parties and the
27 class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Services* (2007)
28 155 Cal.App.4th 676, 697.

1 Here, Plaintiff contends there are no conflicts of interest between Plaintiff and the Settlement
2 Class he seeks to represent. Lidman Decl., ¶ 29; Rios Decl., ¶ 11. Plaintiff's interests are aligned with
3 those of the Settlement Class Members, as they all seek monetary relief under the same facts and legal
4 theories. Additionally, Class Counsel have extensive experience in wage and hour class action
5 litigation and have vigorously litigated this case. *See* Lidman Decl., ¶ 2-8; Declaration of Milan Moore
6 ("Moore Decl."), ¶¶ 2-5; Declaration of Tiara Gose-Hardy ("Gose-Hardy Decl."), ¶¶ 2-4; and
7 Declaration of Paul K. Haines ("Haines Decl."), ¶¶ 2-8 ; *See McGhee v. Bank of America* (1976) 60
8 Cal.App.3d 442, 450-51 (adequacy satisfied where there was no indication that Class Counsel were not
9 qualified and the named plaintiff had no interests antagonistic to those of the proposed class).

10 **B. THE COURT SHOULD GRANT PRELIMINARY APPROVAL OF THE**
11 **PROPOSED CLASS ACTION SETTLEMENT BECAUSE IT IS FAIR,**
12 **ADEQUATE, AND REASONABLE**

13 Settlement is the preferred means of dispute resolution, particularly in complex class action
14 litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The Court's role in
15 evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See*
16 *e.g., Hanlon, supra*, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the
17 settlement agreement was negotiated at arm's length by class counsel and with the assistance of an
18 experienced wage and hour class action mediator. *See e.g. Kullar v. Foot Locker Retail, Inc.* (2008)
19 168 Cal.App.4th 116, 130.

20 **1. The Preliminary Approval Standard is Met**

21 To make a fairness determination, the Court should consider several factors, including: "the
22 strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the
23 risk of maintaining class action status through trial, the amount offered in settlement, the extent of
24 discovery completed and the stage of the proceedings, [and] the experience and views of counsel."
25 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the
26 court is free to engage in a balancing and weighing of the factors depending on the circumstances of
27 each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 230, 245. As discussed below,

1 the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this
2 case.

3 **a. The Strength of Plaintiff's Case**

4 Although Plaintiff maintains that his claims are meritorious, Plaintiff acknowledges that there
5 were substantial risks and uncertainty in proceeding with litigation. As described below, Defendant
6 presented multiple defenses to Plaintiff's claims, both on the merits and class certification. Thus, while
7 Plaintiff was prepared to litigate these claims through certification, and ultimately trial, success was far
8 from certain.

9 **b. Risk, Expenses, Complexity, and Duration of Further Litigation**

10 Although the Parties engaged in informal discovery prior to mediation, the Parties had
11 significant formal discovery to complete in litigation had the matter not settled. Lidman Decl., ¶ 31.
12 Moreover, Plaintiff still had to file for class certification and faced the prospect of appeals in the wake
13 of a disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. *Id.*
14 Even if the classes sought to be certified by Plaintiff were in fact certified, the Parties would incur
15 considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible
16 appeal. *Id.* This Settlement avoids those risks and the accompanying expense. Thus, this factor
17 supports preliminary approval.

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

19 Plaintiff had not yet filed his motion for class certification and as such, the extent to which
20 Plaintiff's proposed classes were certifiable is not certain. Absent settlement, there was a risk that there
21 would not be a certified class at the time of trial.

22 **d. Overview of the Settlement Agreement**

23 If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount ("GSA")
24 of \$350,000.00.² Lidman Decl., ¶ 15, Exh. 2 (Settlement, ¶ 3.1). Significantly, this Settlement is **non-**

25 ² Defendant represents that there are an estimated 22,089 total Workweeks during the Class Period (7/10/2022-11/17/2024).
26 If the actual number of Workweeks during the Class Period is more than 110% of the estimate (*i.e.*, if there are 24,298 or
27 more Workweeks worked by Class Members during the Class Period), Defendant will elect to either: (i) increase the Gross
28 Settlement Amount by the same proportion about 110%; or (ii) cut off the Class Period and PAGA Period as of the date the
total workweeks worked by class Members during the Class Period does not exceed 10% of this estimate. *See* Settlement, ¶
8.

reversionary, and no Settlement Class member will have to submit a claim form to receive a Settlement Award. Lidman Decl., ¶ 15. Each Settlement Class member will automatically receive a Settlement Award unless he or she affirmatively opts out of the Settlement. *Id.* The monetary terms of the Settlement are summarized below:

Gross Settlement Amount (“GSA”):	\$350,000.00
Minus Court-approved attorneys’ fees (35% of GSA):	\$122,500.00
Minus Court-approved, verified costs (up to):	\$25,000.00
Minus Court-approved Class Representative Service Award:	\$10,000.00
Minus Settlement Administration Costs:	\$9,500.00
Minus PAGA Penalties:	\$20,000.00
Net Settlement Amount (“NSA”):	\$163,000.00

Defendant shall deposit the Gross Settlement Amount (including any increase to the Gross Settlement Amount pursuant to the Escalator Clause if such increase is triggered and elected by Defendant) and Defendant’s share of all payroll taxes on the portion allocated as wages with the Settlement Administrator no later than 30 calendar days after the Effective Date. Settlement, ¶ 4.3. The Effective Date means the date by when both of the following have occurred: (1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. Settlement, ¶ 1.19. The Judgment is “final” as of the latest of the following occurrences: if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. *Id.*

After deducting amounts for the Court-approved attorneys’ fees and verified costs, Service Award to Plaintiff, Settlement Administrator costs, and the PAGA Penalties, the Settlement requires Defendant to pay a Net Settlement Amount (“NSA”) of at least \$163,000.00 on a pro-rata basis to all Settlement Class members who do not timely opt out. Lidman Decl., ¶ 15. This amount does not include \$7,000.00 of the PAGA Penalties to be paid to Aggrieved Employees. *Id.*

1 According to Defendant, there are approximately 484 total Settlement Class members who
2 worked from July 10, 2022 through November 17, 2024. Lidman Decl., ¶ 16. From the Net Settlement
3 Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award
4 based on the following formula:

5 The Individual Class Payments will be calculated by (a) dividing the Net Settlement Amount by
6 the total number of Class Workweeks for all Participating Class Members and (b) multiplying the result
7 by each Participating Class Member's Class Workweeks. Settlement, ¶ 3.2.4. Thus, the average
8 Individual Settlement Award is projected to be approximately **\$336.78**. Lidman Decl., ¶ 16. There are
9 approximately 22,089 workweeks from July 10, 2022 through November 17, 2024, which means the
10 net value per workweek is approximately \$7.37 (\$163,000.00 NSA / 22,089 workweeks). *Id.*
11 Therefore, the lowest estimated individual payment for an employee that worked one workweek during
12 the relevant time period is \$7.37, while the highest estimated individual payment for an employee that
13 worked the entire relevant time period of approximately 127 workweeks is \$935.99 (\$7.37 x 127
14 workweeks). *Id.* These estimates will be updated at the time of final approval, once confirmed by the
Settlement Administrator after receipt of the Class Data. *Id.*

15 In addition, Seven Thousand Dollars and Zero Cents (\$7,000.00) of the PAGA Penalties will be
16 distributed to Aggrieved Employees. Settlement, ¶ 3.2.5. The Individual PAGA Payments will be
17 calculated by (a) dividing the Aggrieved Employees' 35% share of the PAGA Penalties (*i.e.*, \$7,000.00)
18 by the total number of PAGA Pay Periods for all Aggrieved Employees and (b) multiplying the result
19 by the number of PAGA Pay Periods worked by each Aggrieved Employee. Settlement, ¶ 3.2.5.1.
20 There are approximately 384 Aggrieved Employees who collectively worked a total of 13,172 PAGA
21 Pay Periods from September 23, 2023 through November 17, 2024. Lidman Decl., ¶ 17. The average
22 PAGA Payment to Aggrieved Employees is estimated to be \$18.23, while the lowest PAGA payment
23 is estimated to be \$0.53, and the highest PAGA payment is estimated to be \$31.80. *Id.* These estimates
24 will be updated at the time of final approval, once confirmed by the Settlement Administrator after
25 receipt of the Class Data. *Id.*

26 Settlement Class members will have 60 calendar days from the mailing of the Notice to opt-out,
27 object to the Settlement, or challenge the calculation of Workweeks or PAGA Pay Periods, and will
28

1 therefore have ample time to review the Notice without unduly delaying the Settlement. *See* Settlement,
2 ¶ 1.43.

3 Class Members who submit valid and timely Requests for Exclusion will not receive Individual
4 Class Payments and will not release the Released Class Claims. *See* Settlement, ¶ 7.5.4. However, any
5 such Class Member who is also an Aggrieved Employee will remain eligible for an Individual PAGA
6 Payment and, if the Settlement is finally approved, will be bound by the PAGA release because the
7 PAGA portion of the Settlement cannot be opted out of. *Id.* Those Settlement Class Members who do
8 not opt-out of the Settlement will be bound by its terms and will release all claims against Defendant
9 included within the Settlement, for the period between July 10, 2022 through the date the Court enters
10 an order preliminarily approving the Settlement. *See* Settlement, ¶ 5.2. The Class Period and PAGA
11 Period are used for identifying Class Members and Aggrieved Employees and for calculating payments;
12 the Class Release Period and PAGA Release Period are separately defined in the Settlement Agreement
13 and extend through the date of preliminary approval. *See* Settlement, ¶¶ 1.13, 1.31. The release periods
14 extend through the date of preliminary approval, but the releases remain limited to the claims and factual
15 predicates identified in the Settlement Agreement—namely, the claims alleged or reasonably could have
16 been alleged based on the facts stated in the operative pleadings, the PAGA notice, and facts ascertained
in the Action. *See* Settlement, ¶¶ 5.2-5.3.

17 **e. The Parties Engaged in Fair and Honest Negotiations.**

18 This Settlement was a result of serious, informed, non-collusive negotiations with the assistance
19 of a mediator. As part of the informal discovery, Defendant produced time records and payroll data
20 and other documents and policies. Lidman Decl., ¶ 13. Class Counsel drew on their extensive
21 experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id.* This
22 discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's
23 defenses thereto, if a settlement could not be reached.

24 On December 1, 2025, the Parties participated in full-day mediation with Steve G. Mehta, Esq.,
25 a well-respected and experienced wage and hour class action mediator. Lidman Decl., ¶ 14. During
26 mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification
27 of Plaintiff's claims, and the legal basis for the claims and defenses. *Id.* As a result of the mediator's

1 proposal, the Parties finalized the terms of settlement and executed a settlement agreement. Lidman
2 Decl., ¶ 14, Exhibit 2.

3 Thus, the proposed Settlement is entitled to an initial presumption of fairness as it is the result
4 of factual investigation and data analysis; the exchange of information and class data, including
5 timekeeping and payroll records; arm's length negotiations by counsel; and mediation before an
6 experienced wage and hour class action mediator. *See* Lidman Decl., ¶¶ 13-14; *see Kullar, supra*, 168
7 Cal.App.4th at 130.

8 Further, there are no deficiencies in the Settlement. The Settlement does not grant preferential
9 treatment to the class representative or segments of the class, and is within the range of possible
10 approval, as discussed in detail below. The Settlement will provide monetary relief to Settlement Class
11 Members. The amounts proposed for Class Counsel's attorneys' fees and costs and service awards are
12 all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of
13 obvious deficiencies, this factor supports preliminary approval.

14 **f. Amount Offered in Settlement Given Realistic Value of Claims**

15 The Settlement provides a fair and reasonable monetary recovery for the Settlement Class in
16 the face of disputed claims. Plaintiff's analysis of the maximum and realistic expected recoveries for
17 each of the theories of liability pled is set forth below:

18 Minimum Wage Violations: Plaintiff alleges that he and the other non-exempt employees were
19 not paid for all time worked. Lidman Decl., ¶ 19. Specifically, Plaintiff alleges that Defendant would
20 unlawfully shave/round Plaintiff's work time such that Plaintiff would not be fully paid for all time
21 worked. *Id.* Additionally, Plaintiff alleges that he was not required to clock out for lunch and often,
22 Defendant required Plaintiff to clock out once he worked 8 hours even though he continued to work.
23 *Id.* As such, Defendant rounded its non-exempt employees' time records and did not compensate for
24 actual hours worked. *Id.* Plaintiff calculated Defendant's exposure for unpaid minimum wages at
25 \$371,994.00, inclusive of interest on unpaid wages and liquidated damages. *Id.*

26 Defendant denies these allegations and contends that it paid employees for all compensable time
27 worked and maintained lawful timekeeping and payroll practices. Lidman Decl., ¶ 20. Defendant
28

1 further contends that any alleged rounding or timekeeping practice was lawful, facially neutral, and did
2 not systematically undercompensate employees; that Plaintiff substantially overstates the amount of
3 any alleged unpaid time; and that Plaintiff would be unable to prove liability or damages on a class-
4 wide basis given the individualized inquiries required. *Id.* In light of these defenses, Plaintiff
5 discounted the maximum exposure by 25% for the risk of non-certification, and an additional 30% to
6 account for Defendants’ defenses on the merits, to arrive at an estimated exposure of \$195,296.85. *Id.*

7 Wage Statement Violations: Plaintiff further alleges that Defendant issued inaccurate wage
8 statements in violation of Labor Code § 226 as a result of the alleged unpaid wages described above.
9 Lidman Decl., ¶ 21. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a)
10 because the wage statements issued to Settlement Class Members did not include all hours worked. *Id.*
11 Plaintiff calculated Defendant’s maximum exposure for wage statement violations at approximately
12 \$1,031,412.00. *Id.*

13 Defendant argues that the alleged wage statement violations could not be shown to be “knowing
14 and intentional,” and that Plaintiff cannot show that he or any other employee “suffer[ed] injury” as a
15 result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of
16 penalties. Lidman Decl., ¶ 22. Defendant also contends the wage-statement theory is derivative of
17 disputed unpaid-wage allegations and that individualized issues would exist as to any alleged inaccurate
18 statement, injury, causation, and penalty entitlement. *Id.* As such, Plaintiff discounted the calculated
19 exposure by 25% for a risk of non-certification and an additional 25% for a risk of being unsuccessful
20 on the merits, to arrive at an estimated total of approximately \$580,169.25. *Id.*

21 PAGA Civil Penalties: Plaintiff also seeks civil penalties under the PAGA as a result of the
22 foregoing alleged Labor Code violations. Lidman Decl., ¶ 23. Plaintiff calculated Defendant’s
23 maximum exposure at \$1,276,600.00 based on each unique Labor code violation for failure to pay all
24 minimum wages due and wage statement violations. *Id.*; see *Amaral v. Cintas Corp. No. 2* (2008) 163
25 Cal.App.4th 1157, 1207 (finding “initial” violation rate applies until employer is notified that it is
violating a Labor Code provision).

26 Defendant argues that Plaintiff’s PAGA claim will fail for the same reasons that his underlying
27 claims will fail. Lidman Decl., ¶ 24; see *Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147

1 (“Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail.”).
2 Defendant also maintains that, given its good faith defenses, this Court would exercise its discretion to
3 substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff’s claims.
4 *Id.*; See Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112,
5 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED
6 CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from \$2.8 million to
7 \$500,000). Defendant further contends that the current PAGA amendments apply because the PAGA
8 notice and PAGA action post-date June 19, 2024, and that any PAGA exposure would be subject to
9 current statutory limits, including the anti-stacking provision, reasonable-steps/cure provisions, the
10 wage-statement penalty provisions, and the Court’s discretion to reduce penalties. *Id.* Therefore,
11 Plaintiff discounted the maximum exposure figure by 20% for a risk of being unsuccessful on the merits,
12 and an additional 60% to account for the possibility of this Court reducing penalties, to arrive at an
estimated exposure of \$408,512.00. *Id.*

13 **g. The Settlement Is Within the Range of Possible Approval**

14 Using these estimated figures for each of the claims described above, Plaintiff predicted the
15 realistic total recovery for the Settlement Class would be approximately \$1,183,978.10. Lidman Decl.,
16 ¶ 25. The proposed settlement of \$350,000.00 therefore represents approximately 29.5% of the
17 reasonably forecasted recovery for the Settlement Class. *Id.* Preliminary approval is appropriate as the
18 settlement will provide tangible monetary relief to Settlement Class members and will still provide an
19 average recovery to Settlement Class members of **over \$335**.

20 The proposed settlement reflects approximately 29.5% of the estimated recovery the Settlement
21 Class could reasonably expect in light of the significant litigation and collection risks, and will provide
22 tangible monetary compensation for hotly disputed claims. Indeed, the percentage of the liability
23 exposure recovered in this case is within the range of percentages routinely approved by courts. *See,*
24 *e.g., Glass v. UBS Finan. Servs.* (N.D. Cal. 2007) Case No. C-06-4068 MMC, 2007 WL 221862, *4
25 (approving settlement representing 25% to 35% of potential damages); *Dunleavy v. Nadler* (9th Cir.
26 2000) 213 F.3d 454, 459 (approving settlement representing about one-sixth of potential recovery);
27 *Nat’l Rural Telecomm. Coop. v. DirecTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 527 (“it is well-settled

1 law that a proposed settlement may be acceptable even though it amounts to only a fraction of the
2 potential recovery that might be available to the Settlement Class members at trial”). Thus, Plaintiff
3 submits that the proposed settlement is within the range of possible approval, such that notice should
4 be provided to the Settlement Class so that they can consider the Settlement. The Court will have the
5 opportunity to again assess the reasonableness of the Settlement after the Settlement Class has had the
6 opportunity to opt-out or object.

7 **h. The Experience and Views of Counsel**

8 “Parties represented by competent counsel are better positioned than courts to produce a
9 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pacific Enterprises*
10 *Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is represented by competent,
11 experienced counsel who possess extensive experience prosecuting and defending wage-and-hour class
12 actions, and who have been appointed as class counsel in numerous cases alleging similar claims. *See*
13 *Lidman Decl.*, ¶¶ 2-8; *Moore Decl.*, ¶¶ 2-5; *Gose-Hardy Decl.* ¶¶ 2-4; *Haines Decl.*, ¶¶ 2-8. Class
14 Counsel conducted an in-depth review of Defendant’s policies and timekeeping and payroll records,
15 and drew on their extensive experience in similar cases to assess the strengths and weaknesses of
16 Plaintiff’s case. *See Lidman Decl.*, ¶¶ 13. The Settlement was also reached with the assistance of an
17 experienced wage and hour class action mediator. *Lidman Decl.*, ¶ 14. This factor strongly supports
18 preliminary approval of the Settlement. *See Kullar, supra*, 168 Cal.App.4th at 130.

19 **i. Attorneys’ Fees and Costs**

20 California courts recognize an appropriate method for awarding attorneys’ fees in class actions
21 is to award a percentage of the “common fund” created as a result of a settlement. *See e.g., Laffitte v.*
22 *Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 506 (holding “the percentage of fund method survives in
23 California class action cases”). Class Counsel’s request for fees up to 35% of the GSA is within the
24 range that Plaintiff contends is reasonable under the circumstances of this case, and is considered typical
25 for common fund settlements. Historically, courts have awarded percentage fees in the range of 20%
26 to 50%, depending on the circumstances of the case. *See 4 Newberg on Class Actions* § 14.6 (4th Ed.
27 2013).

28 //

1 Here, Class Counsel will apply for an attorneys' fees award of 35% of the GSA, which is
2 currently estimated to be \$122,500.00, and up to \$25,000.00 in verified costs reimbursement. *See*
3 Lidman Decl., ¶ 26 and Exh. 2 (Settlement, ¶ 3.2.2). Plaintiff submits the requested fee is fair
4 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely
5 contingent fee basis. Lidman Decl., ¶ 26. Further, Plaintiff has provided written approval of the split
6 of attorneys' fees in this action. Lidman Decl., ¶ 27. Class Counsel has incurred substantial attorney
7 fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, drafting
8 and reviewing initial disclosures, reviewing Defendant's motion to dismiss and drafting an opposition
9 thereto, reviewing Defendant's documents and policies, analyzing Plaintiff's timekeeping and payroll
10 records, preparing for and attending mediation, negotiating and revising the long-form settlement
11 agreement, preparing this Motion, and otherwise litigating the case. Lidman Decl., ¶ 26. Class Counsel
12 expects to expend additional attorney time in attending the hearing on this Motion, overseeing the
13 Notice process, fielding questions from Settlement Class members, preparing the final approval papers,
14 and attending the final approval hearing. *Id.*

15 Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an
16 overall percentage of the settlement in light of the substantial risks, significant work undertaken, the
17 positive results obtained for the class, and the efficiency with which the Parties conducted the litigation.
18 Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees and
19 verified litigation costs at the time of seeking final approval of the Settlement, which will include a
20 lodestar analysis.

21 Defendant has agreed not to oppose a fee request and cost request that do not exceed those
22 amounts, subject to Court approval.

23 **j. Administration Costs**

24 Phoenix Settlement Administrators' ("PSA") fees and expenses are estimated not to exceed
25 \$9,500.00. *See* Declaration of Jodey Lawrence in support of Plaintiff's Motion for Preliminary
26 Approval filed concurrently herewith ("Lawrence Decl."). This request is reasonable in light of the
27 proposed class size of approximately 484 Settlement Class Members and the costs and expenses
28 associated with administering the Class Notice and distributing the awards. Defendant has agreed not

1 to oppose an Administration Expenses Payment that does not exceed \$9,500, subject to Court approval,
2 but Defendant does not waive any right to require that the Administrator support the requested amount
3 through competent evidence.

4 **k. Class Representative Service Award**

5 “[I]ncentive awards are fairly typical in class action cases . . . and are intended to compensate
6 class representatives for work done on behalf of the class [and] to make up for financial or reputational
7 risk undertaken in bringing the action.” *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th
8 1380, 1393-94.

9 Here, as part of the Settlement, Plaintiff will separately apply for a service award at the time of
10 seeking final approval of the proposed class action settlement in the amount of \$10,000.00 for his
11 services to the Settlement Class. Lidman Decl., ¶ 28, Exh. 2 (Settlement, ¶ 3.2.1); Rios Decl., ¶ 13.
12 As will be fully briefed at the time of final approval, Plaintiff’s requested service award is intended to
13 recognize the time and effort Plaintiff expended on behalf of the Settlement Class, including providing
14 substantial factual information and documents to Class Counsel, multiple conferences with Class
15 Counsel to discuss the claims and theories at issue in the litigation, the significant risks Plaintiff
16 undertook by agreeing to serve as the named plaintiff in this case, as well as a general release and
17 waiver of rights under Civil Code § 1542. *See* Lidman Decl., ¶ 28; Rios Decl., ¶¶ 2-11. Defendant has
18 agreed not to oppose a Class Representative Service Payment that does not exceed \$10,000, subject to
19 Court approval.

19 **l. PAGA Civil Penalties**

20 The parties have agreed to allocate \$20,000.00 of the Gross Settlement Amount to PAGA civil
21 penalties (“PAGA Penalties”), and in accordance with California Labor Code section 2699(m), the
22 LWDA will receive 65% of the amount attributable to PAGA penalties – or \$13,000.00. Settlement ¶
23 3.2.5. This \$20,000.00 represents 5.7% of the \$350,000.00 Gross Settlement Amount and is within the
24 range approved by Courts. *See, e.g., In re M.L. Stern Overtime Litig.*, No. CV 07-0118 BTM (JMAx),
25 2009 WL 995864, at *1 (S.D. Cal. Apr. 13, 2009) (approving PAGA settlement of 2 percent, or
26 \$20,000); *Hopson v. Hanesbrands, Inc.*, No. CV 08-0844 EDL, 2008 WL 3385452, at *1 (S.D. Cal.
27 Apr. 13, 2009) (approving a PAGA settlement of 0.3 percent, or \$1,500); *Nordstrom Comm’n Cases*,

1 186 Cal. App. 4th 576, 589 (2010) (approving settlement of wage and hour class action claims and
2 PAGA claims under which no money was allocated to the PAGA claims).

3 **m. Payroll Taxes and Tax Allocation**

4 The Settlement provides that the employer's share of payroll taxes shall be paid separately from,
5 and in addition to, and the Gross Settlement Amount. Settlement ¶ 3.1.

6 **n. Uncashed Funds and Cy Pres Recipient**

7 The Settlement provides Settlement Class members with 180 days from the date the Settlement
8 Administrator mails the checks to cash any and all payments. Settlement ¶ 4.4.1. Any check that is
9 uncashed and cancelled after 180 days of mailing will be transmitted to *cy pres* recipient, Lines for
10 Life, a nonprofit mental health awareness, support, and advocacy organization, through its
11 Construction Suicide Prevention Partnership ("*Cy Pres* Recipient"). Settlement ¶ 4.4.3. The program
12 focuses on suicide prevention, mental health education, and crisis-intervention resources for workers
13 in construction, skilled trades, and related labor-intensive industries. *Id.* The *Cy Pres* Recipient
14 qualifies for a *cy pres* distribution under Code of Civil Procedure section 384(b), as it bears a direct
15 substantial nexus to the interests of the Class and the nature of the claims asserted in this Action, in
16 that Class Members performed physically demanding, outdoor, safety-sensitive work in the
17 construction and skilled-trade labor industry, and the *Cy Pres* Recipient's mission is to provide mental-
18 health education, suicide prevention programming, and crisis-intervention resources directed to
19 workers in those industries. *Id.* The Parties and their counsel have no interest or relationship, financial
20 or otherwise, with the *Cy Pres* Recipient that would require disclosure beyond the disclosures made in
21 the Settlement Agreement and supporting declarations. *See* Code Civ. Proc. § 382.4; Lidman Decl., ¶
22 30; Haines Decl., ¶ 10; Declaration of Blake R. Bertagna on Behalf of Defendant and Defense Counsel
23 ("*Bertagna Decl.*"), ¶ 3. The proposed order and judgment will also provide for post-distribution
reporting and any amended judgment procedure required by Code of Civil Procedure section 384.

24 **C. SETTLEMENT IS DEVOID OF OBVIOUS DEFICIENCIES**

25 Preliminary approval of the Settlement is also warranted because there are no obvious
26 deficiencies. The Settlement will provide monetary relief to Participating Settlement Class Members.
27 The amounts proposed for Class Counsel's attorneys' fees and costs, and service award are all

1 reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious
2 deficiencies, this factor supports preliminary approval.

3 **D. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED**
4 **NOTICE TO SETTLEMENT CLASS MEMBERS**

5 Before the final approval hearing, the Court requires adequate notice of the settlement be given
6 to all class members. This Court should order distribution to the Settlement Class of the proposed
7 Notice by first-class regular U.S. Mail, postage prepaid, using last known mailing address information
8 provided by Defendant, as updated by the Settlement Administrator through the National Change of
9 Address database. *See* Settlement, ¶ 7.4. The Court Approved Notice of Class Action Settlement and
10 Hearing Date for Final Court Approval will be mailed via first-class United States Postal Service mail.
11 Settlement, ¶ 7.4.2. This manner of giving notice is the “best notice practicable” under the
12 circumstances because it provides “individual notice to all members who can be identified through
13 reasonable effort.” *See Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. Here, Plaintiff
14 proposes that the Settlement be administered by PSA, an experienced class action settlement
15 administrator. *See generally* Lawrence Decl. and attached exhibits. Settlement Class Members’
16 addresses will be ascertainable through Defendant’s personnel and payroll records, which Defendant
17 will provide to PSA within 30 days of preliminary approval of the Settlement. *See* Settlement ¶ 4.2.
18 Within 14 days of receipt of the Class Data, PSA will run the addresses through the United States Postal
19 Service Notice of Change of Address database (which provides updated addresses for any individual
20 who has moved in the previous four years and has notified the U.S. Postal Service of a forwarding
21 address) and mail the notices to Settlement Class members. *See* Settlement ¶ 7.4.2. To the extent that
22 any notices are returned, within three (3) business days after receipt of any Class Notice returned as
23 undelivered, PSA will re-mail the Class Notice using any forwarding address provided by the U.S.P.S.
24 or conduct a Class Member Address Search to track any Class Member’s current mailing address. *See*
Settlement ¶ 7.4.3.

25 The content of the proposed Notice satisfies California Rule of Court 3.766(d) because it
26 advises Settlement Class members of the nature of the claims, basic contentions and denials of the
27 parties, and the key terms of the Settlement, the 60-day deadline to opt-out or object to the Settlement

1 and the procedures by which to do so, explains the recovery formula and expected recovery amount
2 for each Settlement Class Member, provides them the opportunity to contest their total workweeks and
3 PAGA Pay Periods included in the notice, and advises them that they will be bound by the terms of the
4 Settlement if they do not opt-out. *See* Lidman Decl., Exh. 2 (Settlement, Exh. A). The proposed Class
5 Notice will also notify Settlement Class members of the final approval hearing date and provides
6 Settlement Class Members the contact information for Class Counsel and advises Settlement Class
7 members that they may enter an appearance through counsel if they wish to. This manner of giving
8 notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method of
9 reaching Settlement Class members.

10 **E. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

11 Finally, this Court should set a hearing for final approval of the Settlement on a date to be
12 determined in the Preliminary Approval Order, after allowing sufficient time for Defendant to provide
13 Class Data, the Administrator to mail Class Notice, Class Members to respond, the Administrator to
14 process any re-mailed notices and extended response deadlines, and Plaintiff to file the Motion for
15 Final Approval in accordance with the Settlement Agreement and applicable law. *See* California Rule
16 of Court 3.769. Plaintiff concurrently herewith is submitting the proposed Settlement to the LWDA
17 through the applicable online filing system.

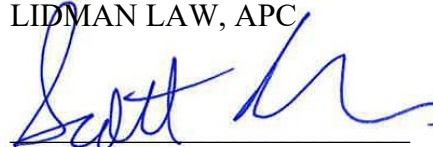
18 **IV. CONCLUSION**

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

23 Dated: June 24, 2026

Respectfully submitted,
LIDMAN LAW, APC

24 By:


25 Scott M. Lidman

26 Attorney for Plaintiff
27 IGNACIO RIOS