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Attorneys for Plaintiffs Ilana Ramos and Cassie Murphy & Proposed Class Members

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

ILANA RAMOS and CASSIE MURPHY, as individuals, on behalf of themselves, and all persons similarly situated,

Plaintiffs,

v.

INFINITE COMPUTER SOLUTIONS, INC., a Delaware corporation; and DOES 1 to 10 inclusive,

Defendants.

Case No. CU24-09034

[Assigned to Hon. Tim P. Kam, Dept. 7]

CLASS & REPRESENTATIVE ACTION

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

Date: November 3, 2026
Time: 9:00 A.M.
Dept.: 7

Trial Date: Not set

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

PLEASE TAKE NOTICE that on November 3, 2026 at 9:00 A.M. or as soon thereafter as this matter may be heard in Department 17 of the above-entitled Court, located at 580 Texas Street, Fairfield, California 94533, Plaintiffs Ilana Ramos and Cassie Murphy ("Plaintiffs"), on behalf of themselves and all others similarly situated, by and through their counsel of record, will and hereby do move the Court for an Order:

1. Granting preliminary approval of the class action settlement reached in this matter;

2. Appointing Phoenix Class Action Administration Solution as the Settlement Administrator;

3. Provisionally certifying the Settlement Class for settlement purposes only;

4. Approving as to form the Notice of Class Action Settlement and Hearing Date for Final Court Approval (collectively, the "Class Notice Packets") and ordering that the Class Notice Packets be distributed to the Settlement Class;

5. Appointing Plaintiffs as the Class Representatives;

6. Appointing R. Craig Clark and Alicja A. Urtnowski of Consumer and Employment Lawyers as Class Counsel;

7. Setting this matter for hearing on the issues of final approval of the class action settlement, approval of the Service Payments to Named Plaintiffs, and approval of Plaintiffs' Counsel's Attorneys' Fees and Litigation Expenses;

8. Granting all other and further relief as the Court deems just and proper.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court and on the grounds that the settlement reached with Defendant INFINITE COMPUTER SOLUTIONS, INC. ("Defendant") was achieved as the result of informed arm's length negotiations; is reasonable, fair, and adequate; and is deserving of approval for the benefit of the Settlement Class.

This Motion is based upon this Notice; the below Memorandum of Points and Authorities in Support Thereof; the declaration of R. Craig Clark and any exhibits thereto, the declarations of Plaintiffs Ilana Ramos and Cassie Murphy, and the declaration of Jodey Lawrence, which are filed concurrently herewith; all pleadings and papers filed in this action; and upon any such other evidence and/or oral argument that may be presented to the Court at the time of the hearing.

DATED: May 14, 2026

CONSUMER & EMPLOYMENT LAWYERS
R. CRAIG CLARK
ALICJA A. URTNOWSKI

By: ______________________
R. CRAIG CLARK

Attorney for Plaintiffs
Ilana Ramos and Cassie Murphy
& Proposed Class Members

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Non-exempt hourly employees, Plaintiffs Ilana Ramos and Cassie Murphy ("Plaintiffs"), seek approval of a non-reversionary, direct-mail class and representative action settlement of wage-and-hour claims against Defendant Infinite Computer Solutions, Inc. ("Defendant"). Subject to Court approval, Plaintiffs and Defendant (collectively referred to as the "Parties") have agreed to a class-wide, non-reversionary settlement of this Action on behalf of all non-exempt employees of Defendant in California who worked for Defendant from May 20, 2024 to the date the Court grants preliminary approval of this Settlement, in exchange for a release of claims that is narrowly tailored to the facts and claims asserted in the Operative Complaint; as outlined in the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Agreement").[1] The Settlement Agreement is based off the LA Superior Court Model Class and PAGA Action Settlement. The Class Notice is also based on the LA Superior Court Model Class Action Notice. The Parties have reached the proposed settlement after an in-depth investigation and analysis into the facts and legal issues raised in this Action. At all times, the Parties' negotiations were adversarial, non-collusive, and at arm's length.

Plaintiffs now move for an order provisionally certifying a settlement class and granting preliminary approval of the Settlement. Plaintiffs' Counsel submits that the proposed settlement is patently fair and reasonable for myriad reasons. This settlement provides meaningful monetary compensation to all class members.

Accordingly, Plaintiffs respectfully request that this Court (1) grant preliminary approval of the proposed settlement; (2) appoint Phoenix Class Action Administration Solution ("Phoenix" or the "Settlement Administrator") as the Settlement Administrator; (3) provisionally certify the Settlement Class for settlement purposes only; (4) order the mailing of the proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval (collectively, the "Class Notice Packets") to the Settlement Class; (5) appoint the Plaintiffs as the Class Representative; (6) appoint R. Craig Clark and

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[1] The Settlement Agreement is attached to as Exhibit 1 to the declaration of R. Craig Clark that is filed and served concurrently herewith. This Motion incorporates by reference the definitions in the Settlement Agreement. To the extent the terms are defined in the Settlement Agreement, all defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

Alicja A. Urtnowski of Consumer and Employment Lawyers as Class Counsel; and (7) schedule a final approval/fairness hearing.

II. SUMMARY OF THE LITIGATION

A. Identity Of The Parties

The Plaintiffs in this case are Ilana Ramos and Cassie Murphy. The Defendant is Infinite Computer Solutions, Inc. Defendant is in the business of providing business technology solutions and product engineering services for telecom, hi-tech, healthcare, media & entertainment, insurance, banking & financial services, retail, public sector, travel and transport, and government. Plaintiff Ilana Ramos worked for Defendant as an hourly, non-exempt employee from approximately May to October 2023. Plaintiff Cassie Murphy has worked for Defendant as a non-exempt hourly employee since approximately October 2022. Throughout their employment, Plaintiffs were assigned to work at various locations in and around California.

B. Brief Procedural History

On September 12, 2024, Plaintiff Ilana Ramos filed a notice with the Labor & Workforce Development Agency ("LWDA") alleging that Defendant violated Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 432, 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802, pursuant to Labor Code section 2699 (the "PAGA Notice"). Clark Decl., ¶ 3.

On November 18, 2024, Plaintiff Ramos filed a class and representative PAGA action complaint in this Superior Court against Defendant. Clark Decl., ¶ 4.

On July 1, 2025, Plaintiff Ramos, along with Plaintiff Cassie Murphy, filed an Amended PAGA Notice with the LWDA, adding Cassie Murphy as a PAGA representative in this case. Clark Decl., ¶ 5.

On December 16, 2025, Plaintiffs filed their First Amended Complaint, (the "Operative Complaint"). Clark Decl., ¶ 6. The Operative Complaint alleges that Defendant failed to timely pay minimum wages and overtime compensation (Labor Code §§ 204, 210, 226.2, 510, 1194, 1197, 1197.1, 1198, and 1199), failed to provide legally compliant meal periods or compensation in lieu thereof (Labor Code §§ 204, 226.7 and 512), failed to provide legally compliant rest periods or compensation in lieu thereof (Labor Code §§ 204 and 226.7), failed to pay all wages owed upon separation (Labor Code §§ 201, 202, and 203), failed to provide paid sick leave and written notice of the amount of sick leave available (Labor Code § 246), failed to furnish accurate itemized wage statements (Labor Code §§ 226 and 226.3), failed to maintain accurate records Labor Code §§ 226(a) and 1174), failed to reimburse for necessary work expenses (Labor Code §§ 2800 and 2802), violated the Unfair Competition Law (Bus. & Prof. Code §§ 17200 et seq.) and Private Attorneys General Act (Labor Code §§ 2698 et seq.). Clark Decl., ¶ 7.

Defendant has and continues to deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

C. Settlement Efforts & Negotiations

While the case was pending, following some motion practice, the Parties and their respective counsel agreed to participate in private mediation in the hopes of reaching a resolution of all claims on a class and representative basis. Clark Decl., ¶ 8.

Through informal discovery in connection with the mediation, Defendant produced timekeeping and payroll data for a 20% representative sampling of Class Members and Aggrieved Employees, personnel and payroll data for Plaintiffs, relevant policies and documents which applied to the employment of Plaintiffs and the Class Members and Aggrieved Employees, Employee Handbooks, data relating to the numbers of Class Members and Aggrieved Employees, the number of work weeks and pay periods worked during the Class Period and PAGA Period, and other data specific to the Class Members and Aggrieved Employees which allowed Plaintiffs to conduct a full damage analysis. Clark Decl., ¶ 9.

On April 6, 2026, the parties participated in a full-day mediation with private mediator Steven J. Rottman, Esq. As a result of the mediation, and with the assistance of the private mediator, the Parties reached a resolution of all of the claims asserted in the Action. As part of this Settlement, the Parties have agreed to move for approval of the Settlement in this Action. At all times, the Parties' negotiations were adversarial, non-collusive and at arm's length. Clark Decl., ¶ 10.

D. Summary Of Settlement Terms.

1. Size Of Class & Aggrieved Employee Population.

Based on a review of its records to date, Defendant estimates there are approximately 205 putative Class Members who collectively worked a total of 7,857 work weeks during the period covered by the Agreement. Clark Decl., ¶ 13. Settlement Agreement § 4.1.

2. Monetary Terms.

The Parties have agreed to settle this case for a total of $400,00.00. Clark Decl., ¶ 14, Settlement Agreement § 3.1. With this Court's approval, the Administrator will make and deduct the following payments from the Gross Settlement Fund:

To Class Members:	Approximately **$162,000** is to be distributed to the Settlement Class Members as follows: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. *Id.*, § 3.2.4. Estimated individual payments are expected to range from approximately $200 to $2,000, depending on the number of workweeks worked, with an average payment of approximately $790.
To Plaintiffs:	**$10,000** will be allocated to each named Plaintiffs Ramos and Murphy as service awards (a total of **$20,000),** in addition to any Individual Class Payment and any Individual PAGA Payment the Plaintiffs are entitled to receive as Participating Class Member. Defendant do not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. *Id.*, § 3.2.1
To Class Counsel:	**$140,000** (35% of Gross Settlement Amount) will be paid to Class Counsel. *Id.*, § 3.2.2. No more than **$40,000** will also be allocated to Class Counsel for expenses. *Id.*
To The Administrator:	No more than **$8,000** will be paid to the settlement administrator. *Id.*, § 3.2.3.
To the LWDA/Aggrieved Employees:	**$30,000** will be allocated for the settlement of PAGA claims, to be distributed as follows: $19,500 (*i.e.* 65,000% of the $30,000 amount allocated to settle PAGA claims) will be paid to the LWDA. *Id.*, § 3.2.5.

		$10,500 (*i.e.* 35% of the $30,000 amount allocated to settle PAGA claims) will be paid to the Aggrieved Employees pro-rata, based on the number of PAGA Pay Periods worked by each Aggrieved Employee. *Id.*, § 3.2.5.

Clark Decl., ¶ 14.

Settlement class members will have 180 days to cash their checks. *Id.*, § 4.4.1. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384. *Id.,* § 4.4.3.. Clark Decl., ¶ 15.

3. **Scope Of Applicable Releases.**

All Participating Class Members will release Defendant from "all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action" including without limitation, California Labor Code sections 201, 202, 203, 204, 206, 210, 212, 213, 216, 218.6, 221, 225.5, 226, 226(a), 226.3, 226.7, 246, 256, 432, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, et seq., and all claims for or related to alleged failure to timely pay minimum wages and overtime compensation, failure to provide legally compliant meal periods or compensation in lieu thereof, failure to provide legally compliant rest periods or compensation in lieu thereof, failure to pay all wages owed upon separation, failure to provide paid sick leave and written notice of the amount of sick leave available, failure to furnish accurate itemized wage statements, failure to maintain accurate records, failure to provide copies of signed documents, failure to reimburse for necessary work expenses, and violation of the unfair competition law; including, but not limited to, claims for injunctive relief, liquidated damages, penalties, interest, fees, costs, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Operative Complaint, throughout the PAGA Period. *Id.*, § 5.2 and 5.3. Clark Decl., ¶ 16.

Finally—in consideration of their Service Award, Class Member Payment, and the other terms and conditions of the Settlement—the named Plaintiffs agreed to broader release of claims against

Defendant. *Id.*, § 5.1. This release will include a waiver of provisions, rights, and benefits (if any) of California Civil Code section 1542. *Id.*, § 5.1.1. Clark Decl., ¶ 17.

4. **Settlement Administration**

The Parties have agreed, subject to Court approval, to appoint Phoenix Class Action Administration Solution as the Settlement Administrator. *Id.*, § 1.2. Pursuant to the terms of the Settlement Agreement, Phoenix will be responsible for determining each Class Member's Individual Settlement Share according to the terms of the Settlement Agreement; preparing, printing, and mailing the Class Notice to all Class Members; promptly notifying Class Counsel and Defendant's counsel of any requests for exclusion or objections; preparing and distributing checks to Class Members, the LWDA, and Aggrieved Employees in accordance with the terms of the Settlement Agreement; and providing necessary declarations and reports, along with other duties, as necessary to carry out the terms of the settlement. Phoenix will also disburse all proceeds of the settlement in accordance with the terms of the Settlement Agreement and the Orders of this Court. *Id*. at §§ 7; 4.4. Phoenix has agreed to cap its fee at $8,000. *Id.,* § 3.2.3. See also Declaration of Jodey Lawrence. Clark Decl., ¶ 18.

5. **Providing Class Notice.**

All Class Members will be mailed a Class Notice. Id., § 7.4; see also Class Notice attached to the Settlement Agreement as Exh. A. The Notice includes information regarding the nature of the litigation; a summary of the terms of the Settlement Agreement; the definition of the Settlement Class; the estimated cost for administration of the settlement; information regarding the Settlement Payments to be paid from the Gross Settlement Amount; the total number of Class Period Workweeks worked by the Class Member; the Class Member's estimated Individual Settlement Share; the formula for calculating Individual Settlement Shares; the dates of the Class Period; instructions for requesting exclusion from or objecting to the settlement, as well as the deadlines by which Class Members must postmark such requests or objections; the date, time and location of the Final Approval/Fairness Hearing; and the claims to be released by Participating Class Members. Counsel for the Parties have agreed to the language of the Class Notice. Clark Decl., ¶ 19.

The Settlement Agreement provides for the Settlement Administrator to mail the Class Notice to all Class Members via first-class USPS mail within 25 days after the Court grants Preliminary

Approval of the Settlement. Settlement Agreement, § 7.4.2. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by USPS a second time. Id., § 7.4.3. Clark Decl., ¶ 20.

6. **Exclusions and Objections**

Under the terms of the Settlement Agreement, Class Members will have the opportunity to exclude themselves from the settlement by sending the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). Settlement Agreement, § 7.5.1. Clark Decl., ¶ 21.

Additionally, the Settlement Agreement permits Class Members who do not request exclusion from the settlement to object to the settlement by timely submitting a valid written statement of objection to the Claims Administrator by the Response Deadline (45 days after mailing of the Notice Packet). Settlement Agreement, § 7.7. Alternatively, any Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. *Id* § 7.7.2 . Clark Decl., ¶ 22.

III. ***DUNK/KULLAR*** **ANALYSIS**

This Court "has a fiduciary responsibility as guardians of the rights of the absentee class members" to ensure a settlement if fair, adequate, and reasonable. *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008) (quotation omitted). And there is an initial presumption of fairness "where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996). Plaintiffs thus provide the information below so this Court can fulfill its fiduciary responsibilities and evaluate whether the settlement is a reasonable compromise of disputed claims.

A. Summary Of The Case, Including Legal And Factual Basis For Each Claim.

1. Failure To Pay For All Hours Worked

Plaintiffs' First Cause of Action alleges Defendant failed to pay its non-exempt employees for all hours worked. Plaintiffs premised this claim on the contention that Defendant (1) maintained an unlawful time reporting system, (2) failed to pay for all hours working, including work performed during employees' meal and rest periods, and (3) required their employees to work off-the-clock.

Defendant has consistently denied all of the above allegations. It maintains that many or all of Plaintiffs' theories of liability are either based on inaccurate information or a misunderstanding of Defendant's timekeeping and reporting systems. Defendant's position on these issues has been central to the entire litigation and was a critical factor in the negotiated settlement herein. Defendant further argues that it does not exert any control over employees during meal-and-rest breaks, and that those breaks are duty-free.

2. Failure To Provide Legally Compliant Meal & Rest Periods, Or Compensation In Lieu Thereof.

Plaintiffs allege they did not receive "duty free" meal and rest periods as they remained under control of Defendant by virtue of the restrictions it placed on employee activities during those breaks. Plaintiffs contend they and other non-exempt employees were monitored and expected to be on call at all times, throughout their shifts. Often, some calls lasted longer than anticipated, but they and other non-exempt employees were required to stay on the line and complete all calls. Further, despite knowing employees were working during meal-and-rest breaks due to the policies and practices detailed above, Defendant did not pay the legally required premium wages.

Defendant contends its meal-and-rest break policies are facially lawful and it relieved Plaintiffs and other employees of duties during their meal and rest breaks. Further, Defendant argues that, even if *arguendo* misconstrued policies and erroneous instructions from supervisors led Plaintiffs or other employees to feel "pressured" to remain on-duty during their breaks, that is an individualized issue precluding class treatment.

3. Failure To Reimburse Necessary Business Expenses.

Plaintiffs contend non-exempt employees regularly incurred expenditures or losses in direct consequence of the discharge of their duties or at the obedience of Defendant's directions, such as required use of personal cellular phones, and required work from home equipment, including electricity, home office rent, devices, equipment, home interest, among other things.

Defendant contends it has a facially lawful reimbursement policy, and a simple way for employees to seek reimbursement. It further argues that, if any employee has not received reimbursement, the only explanation is because the employee must "submit reimbursement requests [yet] voluntarily chose not to do so." *Hammitt v. Lumber Liquidators, Inc.*, 19 F. Supp. 3d 989, 1000 (S.D. Cal. 2014).

4. Derivative Claims.

Plaintiffs' claims for Waiting Time Penalties (Cal. Lab. Code §§ 201-203), Inaccurate Wage Statements (Cal. Lab. Code § 226), Failure to Maintain Records (Cal. Lab. Code §§ 226 and 1174), PAGA Penalties (Cal. Lab. Code § 2699), and Unfair Competition Violations (Cal. Bus. & Prof. Code §§ 17200 *et seq*.) are all derivative of the above claims.

Defendant argues that, because all of the above claims fail, so too do these derivative claims.

B. Summary Of Investigation And Discovery Conducted.

The Parties have exchanged a significant amount of informal discovery. Again, as noted above, Defendant produced timekeeping and payroll data for a 20% sampling of Class Members and Aggrieved Employees, personnel and payroll data for Plaintiffs, relevant policies and documents which applied to the employment of Plaintiffs and the Class Members and Aggrieved Employees, Employee Handbooks, data relating to the number of Class Members and Aggrieved Employees, the number of work weeks worked during the Class Period and PAGA Period, and other data specific to the Class Members and Aggrieved Employees which allowed Plaintiffs to conduct a full damage analysis. Plaintiffs' counsel closely scrutinized and considered all of this information during settlement negotiations. Clark Decl., ¶ 25-26.

C. Summary Of Settlement Negotiations.

As noted above, on April 6, 2026, the parties participated in a full-day mediation with private mediator Steven J. Rottman, Esq. As a result of the mediation, and with the assistance of the private mediator, the Parties reached a resolution of all of the claims asserted in the Action. As part of this Settlement, the Parties have agreed to move for approval of the Settlement in this Action. At all times, the Parties' negotiations were adversarial, non-collusive and at arm's length. Clark Decl., ¶ 10.

D. Summary Of The Risks, Expenses, Complexity, And Duration Of Further Litigation If The Settlement Is Not Approved—Including The Risks Of Achieving And Maintaining Class Action Status.

This is a complex, wage-and-hour action brought against Defendant. Should this settlement not be approved, the Parties and the Court face the prospect of a significant expansion of time and resources in this case, likely requiring discovery conferences and hearings on formal motions to compel depositions and discovery.

Further—even if all that work is done—there is no guarantee this Court would certify a class, or a jury would rule in Plaintiffs' favor on the claims at-issue. As detailed above, Defendant denies all of Plaintiffs' allegations. *See, supra,* § III(A)(1)–(4). It maintains that Plaintiffs' theories of liability are either based on inaccurate information or a misunderstanding of Defendant's systems, policies, and practices. *Id.*

Defendant thus maintains that, accordingly, this action is not one that involves "a uniform policy consistently applied to a group of employees [that] is in violation of the wage and hour laws." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)*, 53 Cal. 4th 1004, 1033 (2012). Rather, liability will turn on the individualized experiences of, and instructions received by, each member of the putative class. Without that common thread, Defendant argues this case will devolve into 205 mini-trials where each employee is left to explain whether they felt "pressured" to work off-the-clock or through meal periods, or received some instruction from a supervisor that is contrary to Defendant's lawful policies—making the case unsuited for class treatment. *See Morgan v. Wet Seal, Inc.*, 210 Cal. App. 4th 1341 (2010) (denying certification because, without a clear company policy, there was no common method to prove class wide liability because each individual plaintiff would have his or her own story and individual interpretation of what he or she had been told by a supervisor); *Wilson v. La Jolla Group*, 61 Cal. App. 5th 897, 915 (2021) (affirming the trial court's decision to deny certification of meal period claims where the plaintiff did "not address the relevant issue, i.e., whether plaintiff's theory of liability is common to the class by, for example, relying on 'a uniform policy or practice by the employer that has the effect on the group of making it likely that group members will work overtime hours without overtime pay, or to miss rest/meal breaks.'").

Plaintiffs disagree, but recognize that Defendant's defense and existing law adds an element of uncertainty to their litigation; and there is thus a risk this Court will ultimately refuse to certify a class. And, even if this Court did ultimately grant class certification, Defendant would undoubtedly seek to appeal that decision, adding more delay and uncertainty to this case. Then, at the end of all of that, Plaintiffs will—at best—only have a certified class. They still have to prove liability, which (as the defenses outlined above show) is not guaranteed either. A jury could ultimately rule in Defendant's favor on all the claims at-issue, leaving the putative class with nothing after years of hard-fought litigation.

"Avoiding such a trial and the subsequent appeals in this complex case strongly militates in favor of settlement rather than further protracted and uncertain litigation." *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004). Thus, "unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." *Id.*, at 526. As explored below, this settlement is more than adequate.

E. <u>The Consideration Received For The Class And Non-Class Claims Is Fair And Reasonable.</u>

1. **Class Claims.**

There are several reasons for determining that the class-settlement portion of the Agreement is fair and reasonable. The average payout for the approximately 205 putative Class Members are expected to range from approximately $200 to $2,000, depending on the number of workweeks worked, with an average payment of approximately $790, which is a significant recovery for the putative class members in this action.

The value of this settlement is clear given the substantial risks imperiling ***any*** recovery for the class members even if this case was ultimately certified (which is certainly not guaranteed for the reasons noted above) and proceeded to trial. There is, again, no guarantee the jury will agree with Plaintiffs on any of the issues impacting liability; or Defendant's arguments that it maintained valid wage and hour policies, had a time reporting system that permitted Plaintiffs and Class Members to accurately report all time worked, and permitted Class Members to request meal period premium payments. And, even if a jury found liability, specifying damages at trial is no easy task. It will require expert testimony, given how impracticable it is to have hundreds of employees testify as to their specific damages; which means the jury will end up sitting through a battle-of-the-experts as Defendant challenge the conclusions drawn by Plaintiffs' witnesses. *Pebley v. Santa Clara Organics, LLC*, 22 Cal. App. 5th 1266, 1281 (2018) ("The credibility of battling experts is within the jury's province.").

The theoretical recovery at trial thus spans a large range: from zero up to many thousands of dollars per employee. And while Plaintiffs recognize that the Court requests that these papers specify the maximum realistic recovery of each claim asserted in the operative complaint, providing even that estimate is difficult. Defendant maintains the realistic recovery for this action is nothing, and Plaintiffs strongly disagree. Nevertheless, Plaintiffs provide such estimates below; though note a significant portion of the potential range of recovery is at serious risk given the defenses presented by Defendant:

<table>
<tr><th colspan="3">Plaintiffs' Estimated Potential Recovery</th></tr>
<tr><td colspan="3">Assumptions During Class Period (based on time/payroll data provided by Defendant)
<u>Estimated number of shifts with meal break violations = 5,713</u>
<u>Estimated number of shifts with rest break violations = 7,857</u>
<u>Average pay rate = $47.73</u>
<u>Number of former employees = 57</u>
<u>Number of pay periods within 1-year Statute of Limitations = 4,091</u></td></tr>
<tr><th>Cause of Action</th><th>Estimated Potential Recovery</th><th>Calculations for Estimated Potential Recovery</th></tr>
<tr><td>Meal Period Claim</td><td>$272,681.49</td><td><u>5,713</u> Estimated Shifts with MB Violations x $47.73 average rate</td></tr>
</table>

Rest Period Claim	$375,014.61	7,857 Estimated Shifts with RB Violations x $47.73 average rate
Off-the-clock Claim	$280,921.44	(3,928 Estimated off-the-clock hours x $47.73 Average Hourly Rate) + (1,305 Estimated off the clock overtime hours x $71.60 Average Hourly Overtime Rate)
Reimbursement Claim	$205.00[2]	$10 reasonable monthly reimbursement x 205 class members x 10% violation rate
Unfair Competition Law	Extends Statute of Limitations, so Subsumed in Above Calculations	
Sub-Total Unpaid Wages[3]	$928,822.54	
Labor Code § 203 Penalties	$652,946.40	57 former employees x 30 days x 8 hours x $47.73
Labor Code § 226 Penalties	$204,550	4,091 pay periods x $50
Failure to Maintain Accurate Records	Penalties overlap with Labor Code § 226	
TOTAL	$1,786,318.94	

Clark Decl., ¶ 27.

The $400,000 class settlement thus represents 43.06% of the putative class's potential recovery of their unpaid wages in this action. That falls well within the range of reasonableness. *In Re Mego*

[2] While the complaint alleged various unreimbursed expenses, Plaintiffs' investigation uncovered that the exposure value of the claim was ultimately small. Plaintiffs' investigation revealed that very few class members used their personal cell phones due to company policies prohibiting their use, while the company provided the work equipment. Therefore, the only value in the claim is based on a heavily discounted personal cellphone use.

[3] This value is the exposure of the entire class.

Fin. Corp. Sec. Litig. (9th Cir. 2000) 213 F.3d 454, 459 ("'It is well settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.'") (citation omitted).

With respect to the claims asserted on behalf of the Settlement Class in this case, there are significant risks that support the reduced compromise amount. These risks include, but are not limited to, the following:

(i) The risk that Plaintiffs would be unable to establish liability for allegedly unpaid overtime wages. *See Duran v. US Bank Nat'l Ass'n* (2014) 59 Cal.4th 1, 39 & fn. 33 ("*Duran*"), citing *Dilts v. Penske Logistics* (S.D. Cal. 2014) *LLC* 2014 WL 205039 (dismissing certified off-the-clock claims based on proof at trial). Defendant contends, e.g., that overtime was properly paid or not due or owing across the putative Class as alleged by Plaintiffs.

(ii) The risk that Plaintiffs would not be able to prove liability for alleged failure to provide compliant meal and rest breaks; or that to establish liability for the failure to provide compliant rest breaks would require an individualized inquiry that would prevent these issues from being resolved on a class and/or collective basis. Plaintiffs alleged employees were regularly subject to meal break violations. Defendant alleges that many employees took their meal and rest breaks and that in order to prove whether each employee took their meal periods and/or rest breaks would require an individualized inquiry that would prevent this issue from being resolved on a class and/or collective basis.

(iii) The risk that Plaintiffs would not recover waiting time and wage statement penalties pursuant to Labor Code sections 203 and 226. For example, Plaintiffs might not prove that Defendant acted with the intent necessary for the alleged claims for penalties under Labor Code sections 203 and 226. For example, there is currently a split of authority as to whether such penalties can be obtained based on failure to provide rest breaks. *See, e.g.*, *Singletary v. Teavana Corporation* (N.D. Cal. May 2, 2014) 2014 WL 1760884, *4 (noting that "the law in this area is murky at best" and holding that section 203 penalties are not applicable to meal and rest break claims). Specifically, section 203 requires that a plaintiff show the employer committed a "willful" violation of the law in withholding wages. "A good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203." 8 Cal. Code Regs. § 13520. Similarly, penalties pursuant to section 226 require a "knowing and intentional" violation.

Defendant contends that it would present several good faith defenses that would preclude a finding of willfulness under section 203. *See Choate v. Celite Corp*. (2013) 215 Cal. App.4th 1460 (reversing award of section 203 penalties based on good faith defense where underlying wage claim presented issue of first impression). Any such good faith dispute could preclude penalties.

(iv) The risk that Defendant's challenged employment policies might not ultimately support class certification or a class-wide liability finding, *see*, *Duran*, 59 Cal.4th at 14 & fn. 28 (citing Court of Appeal decisions favorable on class certification issue without expressing opinion as to ultimate viability of proposition). Defendant has contended, for example, that the supervisors were unaware of the off-the clock work which was happening during clocked-out meal breaks, and therefore had no reason to know or suspect that such off-the clock work was occurring. *See, e.g.*, *Morillion v. Royal Packing Co*. (2000) 22 Cal. 4th 575, 585 (employer not required to pay employees for time spent performing work of which the employer had no knowledge). Even if such a problem did exist, misconstrued policies and erroneous instructions from supervisors leading Plaintiffs or other employees to feel "pressured" to remain on-duty during their breaks is not a systematic problem across Defendant's entire California workforce.

(v) For the same reasons, liability, damages recovery, and certification risks are heightened given: (1) the risk that uncertainties pertaining to the ultimate legality of Defendant's policies and practices could preclude class-wide awards of statutory penalties under Labor Code section 226(e); (2) the risk that individual differences between settlement Class Members could be construed as pertaining to liability, and not solely to damages, *see*, *Duran*, 59 Cal.4th at 19; and (3) the risk that class or collective treatment could be deemed improper as to one or more claims except for settlement purposes.

(vi) The risk that lengthy appellate litigation could ensue as to both liability and certification issues, with associated litigation risk and costs, further enhances the value of a confirmed settlement as opposed to unpredictable litigation. The class settlement thus strikes the appropriate balance between the risks of continued litigation and the vindication of Settlement Class Members' rights under the Labor Code.

Accordingly, the proposed Class settlement is fair, adequate, and reasonable; and Plaintiffs respectfully request that the Court approve it in full. Clark Decl., ¶ 31.

2. **PAGA Claims**

Valuing the potential range of PAGA penalties presents an even greater challenge than estimating the Class Claims; particularly since the Labor Code vests courts with discretion to "award a lesser amount than the maximum civil penalty amount" if it believes, "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(1). While in theory Defendant's potential PAGA exposure could amount to millions of dollars, as a practical matter Plaintiffs are likely to recover far less than that even if he prevailed at trial. *Carrington v. Starbucks Corp.*, (30 Cal. App. 5th 504 (2018)), illustrates this well. In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. *Id.*, at 517. Upon review, the Court of Appeal found such reduction to be proper. *Id.*, at 539. Again, the *Carrington* decision was after plaintiff actually prevailed at trial; and, even then, the PAGA penalties were reduced by 90%. A possible reduction is not the only risk either. There is a chance the PAGA claims never even get to trial. "[C]ourts have inherent authority to ensure that a PAGA claim will be manageable at trial." *Wesson v. Staples the Office Superstore, LLC*, 68 Cal. App. 5th 746, 762–63 (2021). And, as noted above, there are several potential issues impacting the manageability of this case, creating a risk this Court strikes the PAGA claim as unmanageable.

At any rate, "[r]elief under PAGA is designed primarily to benefit the general public, not the party bringing the action." *Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 81 (2020). As a result, "in wage and hour class action cases that settle, which are the overwhelming majority of such cases, very little of the total settlement is paid to PAGA penalties in order to maximize payments to class members." *Magadia v. Wal-Mart Assocs.*, 384 F. Supp. 3d 1058, 1101 (N.D. Cal. 2019) (*reversed on other grounds by* 999 F.3d 668 (9th Cir. 2021)).

The Parties have allocated $30,000—or roughly 7.5% of the Gross Settlement—towards PAGA. Given the risks noted above, and the general policies behind PAGA, there is no reason to find that unreasonable. Although Plaintiffs' counsel estimated that Defendant could be liable for up to about $613,650 in civil penalties under the PAGA, the proposed allocation of $30,000 to the PAGA is an exceptional outcome in light of all known facts and circumstances as well as the fact that civil penalties under PAGA are discretionary. Clark Decl., ¶ 30.

Indeed, other courts have consistently found lower allocations reasonable. *See, e.g.*, *Smith v. Am. Greetings Corp.*, 2016 U.S. Dist. LEXIS 66247 (N.D. Cal. May 19, 2016) (granting final approval of class action settlement allocating $37,500 of $4 million settlement (*i.e.* .9%) to PAGA); *Willner v. Manpower Inc.,* 2015 U.S. Dist. LEXIS 80697 (N.D. Cal. June 20, 2015) (granting final approval of a class settlement allocating $65,655 of $8.75 million settlement (*i.e.* .75%) to PAGA); *Chu v. Wells Fargo Investments, LLC,* 2011 U.S. Dist. LEXIS 15821 (N.D. Cal. Feb. 15, 2011) (approving $10,000 PAGA allocation in $6.9 million settlement (*i.e.* .14%)). Courts have even held that no part of the settlement must necessarily be allocated and distributed to the LWDA. *See, e.g., Nordstrom Commissions Cases*, 186 Cal.App.4th 576, 589 (2010) (affirming a settlement allocating $0 of $6.4 million settlement to PAGA).

Accordingly, the proposed allocation of $30,000 to PAGA—$19,500 of which is being paid to the LWDA—strikes a balance between the interest of all the parties, including the LWDA and general public, by penalizing the employer and providing relief to the Settlement Class Members. As such, the proposed PAGA settlement is fair, adequate, and reasonable. Plaintiffs thus respectfully request that the Court approve the proposed LWDA payment.

IV. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

"[T]wo requirements must be met in order to sustain any class action:" (1) "there must be an ascertainable class" and (2) "a well-defined community of interest." *Dunk*, 48 Cal. App. 4th at 1806; *see also* Cal. R. Court., R. 3.769(d) (establishing trial courts are empowered to certify "a provisional settlement class after the preliminary settlement hearing"). While litigation and settlement classes must both meet these same requirements, there is "a lesser standard of scrutiny for settlement cases." *Id.*, 1807 n.19; *see also Glob. Minerals & Metals Corp. v. Superior Court*, 113 Cal. App. 4th 836, 859 (2003) ("[I]t is well established that trial courts should use different standards to determine the propriety of a settlement class" and thus "a lesser standard of scrutiny is used for settlement cases").[4]

[4] Per the Agreement, "The Parties are agreeing to class certification for settlement purposes only." Settlement Agreement, § 12.1.

The requirements under California Code of Civil Procedure Section 382 are all met for the purposes of certifying this case for settlement purposes.

A. <u>The Class Is Sufficiently Numerous And Ascertainable.</u>

A "class [is] ascertainable when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." *Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 967 (2019). That standard is easily met here. The Proposed Class is "all persons who are or were employed by Defendant as hourly paid, non-exempt employees in the State of California at any time during the Class Period." Settlement Agreement, § 1.3. Class Period is defined as "the period from May 20, 2024 through the date of Preliminary Approval" *Id.* at ¶ 1.10 (subject to ¶ 8). Those people are easily identified—and, indeed, have already been identified—using Defendant's payroll records.

Based on a review of those records to date Defendant estimate there are approximately 205 Class Members who collectively worked a total of 7,857 workweeks from the start of the Class Period to the present. The proposed settlement class is thus not only easily ascertained; it is sufficiently numerous. *See* Cal. Code Civ. Proc. § 382 ("[O]ne or more may sue or defend for the benefit of all" where "the parties are numerous, and it is impracticable to bring them all before the court").

B. <u>There Is A Well-Defined Community of Interest.</u>

"The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Noel*, 7 Cal. 5th at 968.

A court evaluating predominance "must determine whether the elements necessary to establish liability . . . are susceptible of common proof." *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal. 4th 522, 533 (2014). Here, the Parties have stipulated to resolving the asserted claims on a class-wide basis, and thus to the certification of a class under Code of Civil Procedure § 382, for purposes of this settlement. Settlement Agreement, § 12.1. That alone satisfies the "predominant questions of law or fact" prong. *See Luckey v. Superior Court*, 228 Cal. App. 4th 81, 93 n.12 (2014) (noting "class certification may be resolved by stipulation of the named parties" provided it receives court approval).[5] All that remains is determining whether the settlement is fair, adequate, and reasonable; an issue that this Court can determine on a class-wide basis for settlement purposes.

1. **Plaintiffs' Claims Are Typical Of The Rest Of The Class.**

The Plaintiffs Class Representatives worked during Class Period. Plaintiffs' claims are typical of those of the class, and their interests in this litigation are co-extensive with the interests of the class they seek to represent. Plaintiffs share a community of interest with the class members, namely: they worked for Defendant as non-exempt employees, have been injured in the same manner and by the same practices as the other class members, and seek the same relief as the other class members. As Plaintiffs and the proposed Class Members all suffered "a common alleged wrong" by Defendant, typicality is established. *Wershba v. Apple Comput., Inc.*, 91 Cal. App. 4th 224, 238–39.

2. **Plaintiffs Are Adequate Class Representatives.**

"Adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiffs' interests are not antagonistic to the interests of the class." *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976). That standard is met here. Plaintiffs Ramos and Murphy are represented by the Consumer and Employment Lawyers of San Diego, CA. That Firm is highly experienced in complex and class action litigation, having been appointed class counsel and lead counsel through both certification and settlement of numerous wage and hour class actions. Clark Decl., ¶¶ 32-34. Class Counsel are thus highly-qualified to conduct these proceedings.

As for the Plaintiffs, there is no conflict between them and the rest of the class. Plaintiffs' claims are in line with those of the Class, and Plaintiffs have prosecuted this case with the interests of the Class in mind. They understand the obligations of being adequate class representatives and have

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[5] Of course, even putting that stipulation aside, Plaintiffs maintain that common questions of law and fact are present in this case, including: whether Defendant (1) subjected the members of the Class to an unlawful timekeeping system; (2) implemented unrealistic performance standards that did not allow for enough time for the employees to properly and safely complete the necessary tasks, duties, and/or activities within a standard eight-hour workday and/or forty-hour work week; (3) altered time records to show that non-exempt employees worked less hours so that they would not have to pay for all recorded time; (4) required employees to work through meal-and-rest periods, without paying the required premium penalty equivalent to one-hour of the employees' regular rate of pay; (5) willfully failed to pay all wages at separation; (6) willfully failed to provide accurate wage statements; and/or (7) failed to maintain accurate records.

worked hard to advance this case for the benefit of the class members. *See* Declaration of Ilana Ramos and Cassie Murphy, ¶¶ 6-12.

Accordingly, as all the requirements for class certification have been met for purposes of settlement, this Court should provisionally certify a settlement-only class, as defined in the Agreement, and appoint Consumer and Employment Lawyers as Class Counsel.

V. NO CLAIM REQUIREMENT

This is not a claims made settlement. All class members will be sent their allocated share of the net settlement funds. There is no possible reversion. Clark Decl., ¶ 23.

VI. MISCELLANEOUS

A. Appropriateness Of Scope Of Release.

The Settlement does not include any terms outside the scope of the Operative Complaint.

B. Language Of Notices.

Notices will be given in English and Spanish. Agreement at § 7.4.2.

C. Affirmative Obligations Of Class Members/Class Counsel.

There are no other affirmative obligations to be undertaken by class members or class counsel beyond those already discussed above.

D. Requests For Injunctive Relief

There is no agreement regarding injunctive relief.

E. Reasonableness Of Class Representative Enhancement

Plaintiffs will apply to the Court for service award in the amount of $10,000 for each Plaintiff (a total of $20,000) in consideration for the services rendered on behalf of the settlement class. The requested class representative service award is well within the accepted range of awards.[6] As explained in *Glass*, service awards are routinely awarded to class representatives to compensate the employees for the time and effort expended on the case, for the risk of litigation, for the fear of suing

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[6] *See e.g. Louie v. Kaiser Foundation Health Plan, Inc*., (S.D. Cal. Oct. 06, 2008) 2008 U.S. Dist. LEXIS 78314,*6 (awarding $25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, (N.D. Cal. Jan. 27 2007) 2007 U.S. Dist. LEXIS 8509, *52 (awarding $25,000 enhancement award in overtime class action and a pool of $100,000.00 in enhancements)*; Van Vranken v. Atlantic Richfield Co.*, (N.D. Cal. 1995) 901 F. Supp. 294, 299-300 (awarding enhancement award of $50,000).

an employer and retaliation therefrom, and to serve as an incentive to vindicate the statutory rights of all employees. *Glass v. UBS Fin. Servs.,* 2007 U.S. Dist. LEXIS 8509 at *18.

By being the named representatives in the Action, Plaintiffs put their name forward on the public record at the risk of future or potential employers choosing not to hire them based on the fact that they took the lead in this Action. Plaintiffs also risked liability for Defendant's attorneys' fees and costs due to the two-way fee shifting provisions in the Labor Code. *See* Labor Code §§ 218.5, 226. Plaintiffs also performed their duties admirably by working with their counsel; including, without limitation, review and analysis of a multitude of documents produced by Defendant, communicating with class members, participating in numerous meetings and discussions, investigation of and responding to Defendant's legal and factual assertions and arguments, working with their attorneys to prepare extensive discovery responses, significant time searching for employment-related documents, discussing their experience with Class Counsel, reviewing settlement documents, and providing consistent support to Plaintiffs' Counsel. Class Representatives participated in the Mediation and continued negotiations of the settlement of this action with and through their counsel. Accordingly, Class Representative Plaintiffs have risked and surrendered more than any Class Member. Moreover, if preliminary approval is granted, the requested service award amount will be clearly disclosed in the Class Notice and all Class Members will have the opportunity to object or otherwise comment on the proposed amount. Clark Decl., ¶ 24; Ramos and Murphy Decl., ¶ 7-9.

Therefore, the representative service award to Plaintiffs is reasonable given the work and the risk that he took and bore for the benefit of other members of the Settlement Class, the State of California, and all other Aggrieved Employees.

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VII. CONCLUSION

For the reasons discussed herein, Plaintiffs respectfully request that the Court grant preliminary approval of the proposed settlement; appoint Phoenix as the Settlement Administrator; authorize the mailing of the proposed Class Notice, provisionally certify the Settlement Class, appoint Plaintiffs as the Class Representatives; appoint R. Craig Clark and Alicja A. Urtnowski of Consumer and Employment Lawyers as Class Counsel; and schedule a final approval/fairness hearing.

DATED: May 14, 2026

CONSUMER & EMPLOYMENT LAWYERS
R. CRAIG CLARK
ALICJA A. URTNOWSKI

By: ______________________
R. CRAIG CLARK

Attorney for Plaintiffs
Ilana Ramos and Cassie Murphy
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