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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

DAVID HEATH, individually, and on behalf of other members of the general public similarly situated; Plaintiff, v. RAINBOW HOME CARE SERVICES, INC., a California corporation; and DOES 1 through 100, inclusive; Defendants.	Case No.: 30-2024-01444583-CU-OE-CXC Assigned for All Purposes to: Honorable Layne H. Melzer Department CX-102 **CLASS ACTION** **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** **[Reservation Number: 74596866]** *[Declaration of Proposed Class Counsel (Douglas Han) and Declaration of Lisa Mullins filed concurrently herewith]* Hearing Date: November 20, 2025 Hearing Time: 2:00 p.m. Hearing Place: Department CX-102 Complaint Filed: December 6, 2024 Trial Date: None Set

PLEASE TAKE NOTICE that on November 20, 2025 at 2:00 p.m. or as soon as the matter may be heard, before the Honorable Layne H. Melzer in Department CX-102 of the Orange County Superior Court located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, Plaintiff David Heath ("Plaintiff") will and hereby does move for an order:

- Granting Preliminary Approval of the class action settlement described herein and as set forth in the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement"), attached as **Exhibit 2** to the Declaration of Douglas Han, including, and not limited to, the means of allocation and distribution of funds;
- Approving the Notice of Class Action and PAGA Settlement ("Class Notice") attached as **Exhibit A** to the [Proposed] Order Preliminarily Approving Class Action Settlement and Settlement Agreement;
- Approving the Request for Exclusion Form ("Exclusion Form") attached as **Exhibit B** to the [Proposed] Order Preliminarily Approving Class Action Settlement and Settlement Agreement;
- Directing the mailing of the Class Notice and Exclusion Form (collectively, known as the "Notice Packet") with a postage-paid return envelope to the Class;
- Approving the deadlines for the notice and settlement administration process;
- Conditionally certifying the Class for settlement purposes only;
- Appointing Justice Law Corporation as Class Counsel;
- Approving ILYM Group, Inc. as the Administrator;
- Appointing Plaintiff as the class representative; and
- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and Private Attorneys General Act of 2004 ("PAGA") Penalties.

This motion is based upon the following memorandum of points and authorities; Declaration of Proposed Class Counsel (Douglas Han); Declaration of Lisa Mullins; [Proposed] Order filed concurrently with this motion; pleadings and other records on file with the Court in this matter; and such documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: June 27, 2025

JUSTICE LAW CORPORATION

By: ______________________

Douglas Han

Attorneys for Plaintiff

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I. INTRODUCTION

This motion seeks preliminary approval of a fixed total non-reversionary wage-and-hour class action settlement by Plaintiff on behalf of himself and all current and former hourly-paid or non-exempt employees of Defendant Rainbow Home Care Services, Inc. ("Defendant") within the State of California at any time during the period from December 6, 2020 through the date of preliminary approval ("Class," "Class Member," and "Class Period"). At the time of this filing, the number of Class Members confirmed by Defendant is estimated to be seven hundred twenty-eight (728). (Declaration of Douglas Han In Support of Motion For Preliminary Approval of Class Action Settlement ("Han Decl."), ¶¶ 8, 9.)

II. BACKGROUND

On September 11, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA"). (Han Decl., *supra*, at ¶ 10; Exhibits 3, 4.)

On December 6, 2024, Plaintiff filed a wage-and-hour class action and representative PAGA action lawsuit in the Superior Court of California, County of Orange, alleging nine (9) causes of action. (Han Decl., *supra*, at ¶ 11; Exhibit 5.)

After engaging in discovery, investigations, and negotiation, on May 28, 2025, the Parties attended mediation with mediator Steven R. Denton that resulted in a settlement via a mediator's proposal. (Han Decl., *supra*, at ¶ 12.)

III. INVESTIGATION/ LITIGATION HISTORY

a. Discovery, Investigation, and Parties' Staunchly Conflicting Positions

After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 14.) Plaintiff propounded special interrogatories and requests for production of documents. (*Ibid.*) The Parties then met and conferred and agreed to engage in an informal exchange of information and eventually attended mediation. (*Ibid.*)

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Prior to mediation, Defendant produced documents relating to its wage-and-hour policies, practices, and procedures. (Han Decl., *supra*, at ¶ 15.) Plaintiff reviewed time and pay records and information relating to the size and scope of the Class. (*Ibid.*) Putative class members were also located and interviewed to obtain a better understanding of the extent and frequency of the alleged day-to-day violations. (Han Decl., *supra*, at ¶ 15.)

Based upon the information provided and interviews conducted, Plaintiff contends – and Defendant denies – that Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failed to factor bonuses into employees' regular rate of pay; (4) had in place an illegal policy and practice of rounding; (5) failed to reimburse employees for necessary business expenses; (6) issued noncompliant wage statements; and (7) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 17-25.)

b. The Parties Were Able to Reach an Agreement

i. The Parties Attended Mediation that Led to the Settlement

The Parties attended mediation with the mediator. (Han Decl., *supra*, at ¶ 26.) During the mediation, the Parties discussed the risks of continued litigation, likelihood of certification, and merits of the claims and defenses versus the benefits of settlement. (*Ibid.*) Under the auspices of the mediator via a mediator's proposal, the Parties managed to negotiate a settlement, the terms of which were memorialized in the Agreement. (*Id.* at ¶ 26; Exhibits 2, 6.)

ii. The Settlement Was Reached as a Result of Arm's-length Negotiations

The Settlement Agreement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 29.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

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Plaintiff and Class Counsel believe in the merits of the case but also recognize the expense and length of additional proceedings necessary to continue the litigation. (Han Decl., *supra*, at ¶ 30.) Plaintiff and Class Counsel have considered the uncertainty and risk of further litigation, potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Plaintiff and Class Counsel believe that the settlement set forth in the Agreement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members. (*Ibid.*)

iii. The Settlement Is the Result of Thorough Investigation and Discovery

The Parties thoroughly investigated and evaluated the factual strengths and weaknesses of the claims and defenses and engaged in sufficient investigation, research, and discovery. (Han Decl., *supra*, at ¶ 31.) The Settlement Agreement was only possible following significant investigation and evaluation of the relevant policies and procedures in place and the data produced. (*Ibid.*) This information permitted Class Counsel to engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has reached the stage where the Parties understand "the strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best possible recovery" sufficient to support the Settlement's reasonableness, adequacy, and fairness. (Han Decl., *supra*, at ¶ 31; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

c. Terms of the Settlement

i. Deductions from the Settlement

The Parties agreed (subject to and contingent upon the Court's approval) this case be settled and compromised for a fixed total non-revisionary amount of $950,000 ("Gross Settlement Amount"), which includes: (1) Class Counsel Fees Payment of up to $332,500 (35% of the Gross Settlement Amount); (2) Class Counsel Litigation Expenses Payment of up to $25,000; (3) Class Representative Service Payment of up to $10,000; (4) Administration Expenses Payment of up to $15,000; and (5) PAGA Penalties of up to $75,000. (Han Decl., *supra*, at ¶ 27.)

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ii. Calculation of the Settlement Payments

After all Court-approved deductions are made from the Gross Settlement Amount, it is estimated that $492,500 ("Net Settlement Amount") will be distributed to Participating Class Members, resulting in a gross *average* Individual Settlement Payment of $676.51. (Han Decl., *supra*, at ¶ 28.)

Individual Settlement Payments will be calculated using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § III(E)(4)(e).) Aggrieved Employees' portion of the PAGA Payment will be calculated using the formula set forth in the Settlement Agreement. (*Id.* at § III(E)(4)(d).)

iii. The Allocation of 20% to Wages and 80% to Penalties and Interest Is Justified Under the Claims of this Action

Individual Settlement Payments will be apportioned as follows: (1) twenty percent (20%) as wages; and (2) eighty percent (80%) as penalties and interest. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § III(E)(4)(e).)

The allocation of wages, penalties, and interest indicated above was based on the realistic exposure that Plaintiff could expect to receive for meal and rest break premiums, unpaid wages, and underpaid wages. (Han Decl., *supra*, at ¶ 51.) Plaintiff added the realistic exposure for rest break premiums and meal break premiums ($63,147.54 + $309,366.33 = $372,513.87). (*Ibid.*) Plaintiff then added the $372,513.87 to the low end realistic exposure for unpaid wages due to off-the-clock work and underpaid wages due to the regular rate issue and rounding ($372,513.87 + $44,932.37 + $9,804.19 + $12,002.09 = $439,252.52). (*Ibid.*) The realistic exposure of $439,252.52 that Plaintiff can expect to receive if Plaintiff were to prevail at trial for meal and rest break premiums, low end unpaid wages due to off-the-clock work, and underpaid wages due to the regular rate issue and rounding represents about twenty-two percent (21.55%) of the low end total realistic exposure and PAGA penalties ($439,252.52 ÷ $2,038,687.73 = 0.21546 x 100 = 21.55%). (*Ibid.*) Because this represents about twenty percent (20%) of wages, it is appropriate to apportion twenty percent (20%) of the Individual Settlement Payment as wages and eighty percent (80%) of the Individual Settlement Payment as penalties and interest. (*Ibid.*)

iv. Notice to the Class

No later than fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § III(G)(2)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the Administrator will mail the Notice Packet to all identified Class Members via first-class regular U.S. Mail. (*Id.* at § III(G)(2)(b).)

v. Distribution of Funds

The Settlement will be funded and distributed in the manner and schedule set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at §§ III(E)(2), III(E)(3)).)

Participating Class Members and Aggrieved Employees must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are mailed to them. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § III(E)(5).) Uncashed settlement checks will be paid to the California State Controller's Unclaimed Property Division. (*Ibid.*)

vi. Release of Claims

Upon Defendant's fulfillment of its payment obligations, all Participating Class Members will be bound by the Released Class Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at §§ I(HH), III(H).)

Upon Defendant's fulfillment of its payment obligations, the LWDA, and any other representative, proxy, or agent thereof, including Plaintiff and Aggrieved Employees, will be bound by the Released PAGA Claims. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at §§ I(II), III(I).) The Released PAGA Claims are effective regardless of whether the Aggrieved Employee submits a valid and timely Exclusion Form. (*Ibid.*)

Upon Defendant's fulfillment of its payment obligations and in exchange for the Class Representative Service Payment, Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period. (Han Decl., *supra*, at ¶ 26; Exhibit 2, *supra*, at § III(J).) Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

Regarding class action releases, """[A] court may release not only those claims alleged in the complaint and before the court, but also claims which 'could have been alleged by reason of or in connection with any matter or fact set forth or referred to in' the complaint.""" (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case are acceptable because they are limited to the scope of the allegations in the operative complaint. Moreover, the released claims are """based on *the identical factual predicate* as that underlying the claims in the settled class action.""" (*Amaro v. Anaheim Arena Management, LLC*, *supra*, 69 Cal.App.5th at p. 537.) In other words, the released claims do not """go beyond the scope of the allegations in the operative complaint … .""" (*Ibid.*)

d. Counsel for Both Parties Are Experienced in Similar Litigation

Counsel for both Parties are particularly experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, advantages, and disadvantages of settlement versus trial, and viability of the defenses. (*Ibid.*) Class Counsel's experience guided their determination to endorse the Settlement Agreement.[1] (*Ibid.*)

IV. ARGUMENT

a. Class Action Settlements Are Subject to Court Review

Rules of Court, rule 3.769 requires court approval for class action settlements.[2] "Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement." (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary approval of class settlements:

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[1] The final factor mentioned in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794 – the number of objectors – is not determinable until the Notice Packet has been provided to the Class Members, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval.

[2] The California Supreme Court authorized California's trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties Federal Rule 23 and federal case law in addition to California law.

> (a) A settlement or compromise of an entire class action, or a cause of action in a class action, or as to a party, requires the approval of the court after hearing.
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> …
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> (c) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.

Courts have discretion to approve settlements that are fair, not collusive, and consider "'all the normal perils of litigation as well as the additional uncertainties inherent in complex class actions.'" (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass'n* (1981) 452 U.S. 905.)

b. The Settlement Is a Reasonable Compromise of Claims

Understanding the amount in controversy is an important factor if settlement "of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.) The most important factor is """the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.""" (*Kullar*, at p. 130; see also *Munoz*, at p. 409.)

Kullar's instructions to the court is not to "decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys." (*Kullar v. Foot Locker Retail, Inc., supra,* 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum sum the class could recover if the plaintiff prevailed on all claims, provided there is a record allowing "'an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.'" (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186 Cal.App.4th at p. 409.) "[A]s the court does when it approves a settlement as in good faith under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is within the 'ballpark' of reasonableness." (*Kullar*, at p. 133.)

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i. The Settlement Amount of $950,000 Is Fair and Reasonable

The Settlement Agreement was only possible following significant investigation and evaluation of the relevant policies and procedures and the data produced for the putative class, as referenced in Section III(b) above, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. (Han Decl., *supra*, at ¶ 31.)

This investigation and evaluation informed the central theories of liability that are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to provide meal and rest breaks and pay applicable premiums; (3) failure to pay minimum wages; (4) failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions Code sections 17200. (Han Decl., *supra*, at ¶ 32.) Defendant denies the theories of liability. (*Id.* at ¶ 33.)

Although Plaintiff believes that the case is suitable for certification, uncertainties with respect to certification are always present. (Han Decl., *supra*, at ¶ 34.) As the California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is a matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.[3] (*Ibid.*) These factors led to discounting the calculations of the potential damages.

ii. The PAGA Penalties of $75,000 Is Reasonable

The provisions of the Labor Code potentially triggering PAGA penalties include, but are not limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 44.) Defendant asserted that, regardless of the results of the underlying causes of action, PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant

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[3] (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification of class claiming misclassification and ordering summary adjudication in favor of employees], review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141 Cal.App.4th 1422 [affirming denial of certification].)

maintained that it had a strong argument that it would be unjust to award maximum PAGA penalties given the law's unsettled state. (Han Decl., *supra*, at ¶ 44; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) Without stacking and limited to the initial violation, the PAGA penalties would be limited to **$38,000** (380 employees x $100 initial violation) on the low end and **$228,000** (380 employees x $100 initial violation x 6 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 45-48.)

Plaintiff also recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 49.) Many of the causes of action brought were duplicative of the statutory claims. (*Ibid.*) The maximum penalties for each pay period are likely not justified, and it was arguable the Court would award the maximum penalties. (*Ibid.*) Allocating $75,000 to PAGA civil penalties was reasonable given that Defendant is paying an additional $875,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in good faith and "there is no indication that [the] amount was the result of self-interest at the expense of other Class Members," such amounts are generally considered reasonable.[4] (*Ibid.*)

Considering Defendant's defenses, supporting evidence, and position that the case is not suitable for class treatment, the settlement amount is reasonable, adequate, and fair.

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **$5,939,601.97** on the low end and **$6,122,999.42** on the high end. (Han Decl., *supra*, at ¶ 50.)

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[4] (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009 U.S.Dist.LEXIS 33900, at *24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, "[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims".)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	$721,686.21	75%	65%	$63,147.54
Meal Break Premiums	$2,525,439.42	65%	65%	$309,366.33
Overtime/Minimum Wage: Off-the-Clock Work	$366,794.89 to $550,192.34	65%	65%	$44,932.37 to $67,398.56
Regular Rate	$33,518.59	35%	55%	$9,804.19
Rounding	$48,493.26	45%	55%	$12,002.09
Unreimbursed Business Expenses	$203,220	25%	65%	$53,345.25
Wage Statement Penalty	$665,000	35%	35%	$280,962.50
Waiting Time Penalty	$1,375,449.60	35%	35%	$581,127.46
MAXIMUM TOTAL EXPOSURE	**$5,939,601.97** to **$6,122,999.42**[5]			**$1,354,687.73** to **$1,377,153.92**[6]

Based on this analysis, the realistic recovery is **$1,354,687.73** on the low end and **$1,377,153.92** on the high end. (Han Decl., *supra*, at ¶ 60.) The Gross Settlement Amount is about sixteen percent (16.09%) of the maximum potential exposure and seventy-one percent (71.52%) the maximum realistic exposure, which is a reasonable settlement. (*Ibid.*)

The question at preliminary approval is if the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, "[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators".) But this settlement is in line with the realistic exposure if Plaintiff had prevailed at trial and provides significant recovery for the Class.

[5] (Han Decl., *supra*, at ¶¶ 35-43.)

[6] (*Id.* at ¶¶ 52-59.)

d. Conditional Certification of the Class Is Appropriate

Code of Civil Procedure section 382 "authorizes class actions 'when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court.'" (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." (*Ibid.*)

The Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any questions affecting any individual Class Member. (Han Decl., *supra*, at ¶ 61.) Plaintiff contends that, as a former hourly-paid, non-exempt employee of Defendant, his claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect the interests of the Class. (*Ibid.*) Plaintiff also asserts that the prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications and that a class action is superior to other available means for the fair and efficient adjudication of the case. (*Ibid.*)

i. The Class Is Ascertainable and Sufficiently Numerous

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata." (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914.) "A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." (*Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

This case involves about seven hundred twenty-eight (728) Class Members, meaning that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 62; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of "as many as 190 current and former employees" is sufficiently numerous].).)

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ii. The Class Members Share a Well-defined Community of Interest

The community of interest requirement "embodies 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." (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." (*Capitol People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original).) The courts focus on the defendant's internal policies and "pattern and practice . . . in order to assess whether that common behavior toward similarly situated plaintiffs renders class certification appropriate." (*Ibid.*)

1. Common Issues Predominate

The "common issues" requirement "involves analysis of whether the proponent's 'theory of recovery' is likely to prove compatible with class treatment." (*Capitol People First v. Department of Developmental Services*, *supra*, 155 Cal.App.4th at p. 690.) In other words, courts determine whether the elements necessary to establish liability are susceptible to common proof, even if the class members must individually prove their damages. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class certification when the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS 185042 [certified collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.* (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court certified class of dancers on state law claims].)

Plaintiff asserts common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 63.) Plaintiff contends that all Class Members were subject to the same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

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2. Plaintiff's Claims Are Typical of the Class Claims

Typical claims rely on legal theories and facts that are substantially like those of other class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Plaintiff is a former employee of Defendant and alleges that he and the Class Members were employed by the same company and injured by the common policies and practices related to the claims described above. (Han Decl., *supra*, at ¶ 64.) Plaintiff seeks relief for these claims and derivative claims on behalf of the Class. (*Ibid.*) Plaintiff's claims arise from the same employment practices and are based on the same legal theories as those applicable to the Class. (*Ibid.*)

3. Plaintiff Is Adequate to Represent the Class

Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 65.) Plaintiff has conducted himself diligently and responsibly in representing the Class, understands the fiduciary obligations, and has actively participated in the prosecution of this case. (*Ibid.*) Plaintiff has spent time in meetings and conferences with Class Counsel to provide Class Counsel with a complete understanding of the work environment and requirements. (*Ibid.*) Plaintiff has no interest that is averse to the interests of the Class. (*Ibid.*)

4. Class Action Is Superior for the Fair and Efficient Adjudication of this Controversy

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Plaintiff contends that the joinder of all Class Members is impractical and that class treatment will permit many similarly situated persons to prosecute their common claims for settlement purposes simultaneously in a single forum without the duplication of effort and expense numerous individual actions would necessitate. Because some Class Members may still be current employees, Plaintiff believes that the fear of retaliation further supports the superiority of class-wide relief as this fear often discourages current employees from seeking legal redress.

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e. The Settlement Is Fair, Reasonable, and Adequate

In deciding to approve a class action settlement under Code of Civil Procedure section 382, the Court must find a settlement is "fair, adequate and reasonable." (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801.) A class action settlement is presumed fair under the following: (1) parties reached settlement after arm's-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors is small. (*Id.* at p. 1802.) All these elements are present herein.

f. Notice to Class Members Complies with Rules of Court, Rule 3.769(f)

Rules of Court, rule 3.769(f), provides:

> If the court has certified the action as a class action, notice of the final approval hearing must be given to class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.

The Notice Packet meets all these requirements. The Notice Packet advises the Class Members of their right to participate in the Settlement, how and when to object to or request exclusion from the Settlement, and date, time, and location of the Final Approval Hearing.

V. CONCLUSION

Plaintiff submits that the Settlement Agreement is in the best interests of the Class. The Settlement Agreement should be preliminarily approved by the Court, Class should be conditionally certified for purposes of settlement only, and Notice Packet should be approved.

Dated: June 27, 2025

JUSTICE LAW CORPORATION

By:____________________
Douglas Han
Attorneys for Plaintiff

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On June 27, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case: **Heath v. Rainbow Home Care Services, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 1050060-24**
Court Case No.: 30-2024-01444583-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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

Executed on June 27, 2025, at Pasadena, California.

Christina Castro