SOLOUKI | SAVOY, LLP
Grant Joseph Savoy, Esq. [SBN 284077]
grant@soloukisavoy.com
Shoham J. Solouki, Esq. [SBN 278538]
shoham@soloukisavoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 814-4940

Attorneys for Plaintiff and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE ALEXANDER DIAZ SUAREZ, an individual on behalf of himself and all similarly situated employees,

Plaintiffs,

vs.

SHINE DUMPLINGS, INC. DBA SHINE FOODS INC., a California Corporation; FIRST STAFFING GROUP L.L.C., a California Limited Liability Company; and DOES 1 through 100, inclusive,

Defendants.

Case No: 24STCV23293
Hon.: HON. CAROLYN B. KUHL
Dept.: 12 SSC

CLASS ACTION

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

[*Filed Concurrently with Declaration of Shoham J. Solouki, Esq.; Declaration of Plaintiff; Declaration of Settlement Administrator; and [Proposed] Order*]

Hearing Date: May 27, 2026
Hearing Time: 10:30 AM
Hearing Dept.: 12

Complaint Filed: September 9, 2024

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

PLEASE TAKE NOTICE that, on May 27, 2026, at 10:30 am, or as soon thereafter as this matter may be heard, in Department 12 of the Los Angeles County Superior Court, located at 312 N. Spring Street, CA 90012 Plaintiff Jose Alexander Diaz Suarez ("Plaintiff"), will, and hereby do, move this Court for preliminary approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" and/or "Agreement") reached by the parties in the above-captioned litigation.

The motion will be based upon this Notice, the attached Memorandum of Points and Authorities, the accompanying Declarations of Shoham J. Solouki, Jose Alexander Diaz Suarez, and Settlement Administrator, the Class Action and PAGA Settlement Agreement and Class Notice, the complete files and records of this case, and any other evidence or oral argument which may be considered by the Court at the time of the hearing.

Dated: March 23, 2026

SOLOUKI | SAVOY, LLP

/s/ *Shoham J. Solouki* .
Shoham J. Solouki, Esq.
Grant Joseph Savoy, Esq.
Attorneys for Plaintiff, and Those Similarly Situated Current and Former Employees

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion is brought by Plaintiff Jose Alexander Diaz Suarez ("Plaintiff"), on behalf of themselves and all others similarly situated, seeking approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" and/or "Agreement") entered into by Plaintiff, on the one hand, and Defendants Shine Dumplings Inc. DBA Shine Foods Inc. ("Shine"), First Staffing Group LLC ("FSG"), Cortech International LLC and Cortech West Staffing LLC ("CorTech") (together "Defendants" or "Shine") (Defendants and Plaintiff referred to collectively herein as the "Parties"), seeking to settle all class claims brought by Plaintiff on behalf of himself and all current and former hourly employees of Defendants in the above-captioned Action.

The instant action "*Jose Alexander Diaz Suarez , et al. v. Shine Dumplings Inc., et al*. Los Angeles County Superior Court Case No. 24STCV23293 (the "Action") is a wage and hour class action brought on behalf of:

> "all non-exempt persons employed by Defendants who worked from September 9, 2020 through September 9, 2025." ("Class," "Settlement Class", or "Class Members") (*Settlement*, Para. 1.5).

The "Class Period" is defined as "September 9, 2020 through September 9, 2025" (*Settlement*, Para. 1.12).

The lawsuit also has a PAGA claim. Aggrieved employees are defined as "all non-exempt persons employed by Defendants who worked from September 10, 2023 through September 9, 2025." ("Aggrieved Employees") (*Settlement*, Para. 1.4)

The Action primarily alleges that Defendants failed to provide Plaintiff and the class they seek to represent with legally required meal and rest periods, failed to compensate employees for overtime and paid time off at the regular rate of pay, failed to accurately compensate employees for off-the-clock wages, failed to maintain required employment records, provided inaccurate wage statements, failed to indemnify employees for necessary business expenditures, and failed to timely compensate former employees for all wages owed upon separation of employment. As mentioned above, the Parties have entered into the

Settlement Agreement, which provides for a Gross Settlement Amount of Two Hundred and Fifty Thousand Dollars and Zero Cents ($250,000.00). Pursuant to the Settlement, Plaintiff now moves for (1) preliminary approval of the Settlement, and (2) conditional certification of the Settlement Class.

The Settlement Class is composed of approximately 989 current and former employees of Defendants that fall within the class definition, as set forth above, in the Settlement Agreement, and the operative complaint in the Action. The proposed settlement is fair, adequate, and reasonable, and conditional certification of the Settlement Class is appropriate because the requirements of California Code of Civil Procedure § 382 are satisfied. Plaintiff respectfully requests that the Court preliminarily approve this Settlement and set a hearing date to consider whether to grant final approval of the Settlement, at which time the Court will consider the request for attorney fees and costs, and any potential objections to the Settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

On September 9, 2024, Plaintiff filed a putative wage and hour class action complaint against Defendants entitled Jose Alexander Diaz Suarez, et al. v. Shine Dumplings, Inc., et al. in the Los Angeles County Superior Court, Case No. 24STCV23293. The original Complaint asserts Ten (10) causes of action for: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wage; (5) failure to timely pay wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized statements; (9) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (10) unfair and unlawful business practices. *Declaration of Shoham J. Solouki, Esq. In Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement* ("*Solouki Decl.*"), Para. 4

On September 10, 2024, Plaintiff sent the LWDA notice ("PAGA Notice"), via online filing, of their intent to file an action against Defendants to seek civil penalties under California's Private Attorneys General Act ("PAGA"). *Solouki Decl.*, Para. 5.

On February 6, 2025, Plaintiff filed a first amended complaint ("FAC" or "Amended Complaint") in the Action adding a cause of action for penalties PAGA. *Solouki Decl.*, Para. 6.

On January 30, 2026, Plaintiff submitted a second amended PAGA letter to the Labor and Workforce Development Agency and Defendants. Plaintiff intends to file a Second Amended Complaint when the 65 day period under PAGA expires. *Solouki Decl.*, Para. 7.

Plaintiff worked for Defendants at Defendant SHINE's Torrance, California location as a non-exempt direct employee beginning on or around March 2024 until September 2024 as a janitor. Plaintiff was paid around $17.50 per hour during his employment with Defendants, Plaintiff alleges that he experienced the same treatment as others working for Defendants as far as wage violations go. *Solouki Decl.*, Para. 8. Defendant SHINE owns and operate an Asian food manufacturing company which employed Plaintiff and putative class members in California. Its factory is located in Torrance, California. *Solouki Decl.*, Para. 3. Defendants FIRST STAFFING GROUP and CORTECH are staffing agencies.

III. SUMMARY OF THE SETTLEMENT

A. Settlement Negotiations

On July 2, 2025 the Parties participated in a full-day mediation before Steve Serratore, Esq., an experienced mediator. In anticipation of the mediation, the Parties represent that they conducted significant investigation and discovery of the facts and law. Defendants informally produced, among other things, hundreds of pages relevant written policies and procedures, Plaintiff's personnel file (inclusive of Plaintiff's time and payroll records), and an approximate 20% sampling of class payroll and timekeeping data. Plaintiff's Counsel's review of the time records, payroll records, and information relating to the size and scope of the Class, was sufficient data to permit Plaintiff's Counsel and their retained expert to understand the number of workweeks and pay periods at issue in the Class Period. The Parties agreed that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, were more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. *Solouki Decl.*, Para. 10.

At this mediation, the Parties discussed Plaintiff's claims, theories for class certification and Defendants' defenses thereto. The Parties also analyzed the potential exposure of Defendants on Plaintiff's claims, Defendants' potential liability for penalties and interest, as well as the potential risks associated with litigating this Action through a contested class certification proceeding, trial, and potential appeal(s). The mediation lasted the entire day and allowed the Parties to better understand each other's respective positions as to the claims, defenses, and Defendants' potential exposure to liability. With the aid of the mediator's evaluation the Parties reached an agreement to resolve the Action on a class basis based on the terms set forth herein for the Gross Settlement Amount ("Gross Settlement Amount") of Two Hundred and Fifty Thousand Dollars and Zero Cents ($250,000.00). *Solouki Decl.*, Para. 11, and Ex A.

B. Definition of Settlement Class

As set forth above the settlement class is composed of "all non-exempt persons employed by Defendants who worked from September 9, 2020 through September 9, 2025." (Settlement, Para. 1.5) and "all non-exempt persons employed by Defendants who worked from September 10, 2023 through September 9, 2025." ("Aggrieved Employees") (*Settlement*, Para. 1.4)

C. Settlement Terms

In exchange for a release of claims against Defendants, as set forth in the Settlement, the payment terms of the Settlement are as follows:

> 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $250,000 and no more as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
>
> 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
>
> 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $5,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no

later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment in an amount less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on his Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33%, which is currently estimated to be $83,333.00, and a Class Counsel Litigation Expenses Payment of not more than $25,000.00. DEFENDANTS will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds DEFENDANTS harmless, and indemnifies DEFENDANTS, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $14,250.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less or the Court approves payment less than $14,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: 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.

3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is to apportioned to penalties and interest equally, each respectively amounting to forty-five percent (45%) of the total Participating Class Member's Individual Class Payment. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their

Individual Class Payment and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: Subject to Court approval, the Parties agree that PAGA Penalties in the amount of $40,000 will be paid from the Gross Settlement Amount, with 65% ($26,000) allocated to the LWDA PAGA Payment and 35% ($14,000) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4.3 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment, and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment.
(*Settlement*, Paras. 3.1 and 3.2).

D. Settlement Administrator Notice to Class Members, Objections, Opt-Out Rights

1. Settlement Administrator

"Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement. (*Settlement*, Para. 1.2).

Subsequent to entering into the Settlement Agreement, Class Counsel received quotes for class settlement administration and determined the quote and services provided by CPT to be the most reasonable, as they would provide the services and pricing (lowest bid submitted) most beneficial to the class (*Solouki Decl.* ¶ 12). A true and accurate copy of the CPT settlement administration quote and associated services is attached to the *Declaration of Julie Green on Behalf of CPT Group, Inc. ("SA Decl.")*, as Exhibit "B", as well as the *Solouki Decl.*, as Exhibit "B."

2. Notice to the Settlement Class Members

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the 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 the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If at any point before Plaintiff files his Motion for Final Approval the Administrator, Defendants, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this

Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

(*Settlement*, Para. 7.4).

3. Responses to Notice, Opt-Outs, and Objections

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods, redacting any Class Member information, to Defense Counsel and Class Counsel and the Administrator's determination resolving the challenge(s).

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7.4 PAGA Group Members have no right to object to any of the PAGA components of the Settlement, whether or not they have objected to the class components of the Settlement as a Participating Class Member.

(*Settlement*, Para. 7.5-.7.7).

4. Funding and Distribution of Settlement

4.2 Class Data. Not later than 20 business days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' and Aggrieved Employee's privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to the Administrator's employees who need access to the Class Data to effectuate administration of the Settlement under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes on the wage portion of the Individual Class Payments by transmitting the funds to the Administrator within 10 business days of the Effective Date or by July 1, 2026, whichever is later.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

(Settlement, Para. 7.5-.7.7).

5. Duties of the Parties Prior to and Following Court's Approval of the Settlement

Duties of the Parties Prior to the Court's Approval

Promptly upon execution of the Agreement, Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting a date for the Final Approval Hearing. All Parties agree to work diligently and cooperatively to have the Settlement presented to the Court for preliminary approval. The proposed preliminary approval order shall provide for the Notice of Class Action Settlement to be sent to Settlement Class Members as specified herein. Plaintiff now apply to the Court for the entry of an Order:

A. Approving the settlement and conditionally certifying the Settlement Class for purposes of this Settlement

Agreement only;

B. Appointing Class Counsel as counsel for the Settlement Class;

C. Appointing Plaintiff as Class Representative for the Settlement Class;

D. Approving CPT as Settlement Administrator;

E. Preliminarily approving the Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet and directing the mailing of same; and

G. Scheduling a Final Approval hearing

Settlement, generally.

<u>Duties of the Parties Prior to the Court's Final Approval</u>

Following the close of the Response Deadline, and upon a date set by the Court as set forth in the Order Granting Preliminary Approval, Plaintiff shall move the Court for the entry of the final order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Certifying the Class for settlement purposes only

C. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Settlement Administrator's costs, and payment to the LWDA for its share of the PAGA Award; and

D. Entering judgment pursuant to California Rule of Court 3.769, including the Court's retention of jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce the Settlement Agreement until it has been fully performed. (*Settlement*, generally)

6. Released Parties and Released Claims

Released Parties.

"Released Parties" means Defendants SHINE DUMPLINGS, INC DBA SHINE FOODS INC, FIRST STAFFING GROUP LLC, CORTECH WEST STAFFING LLC, and CORTECH INTERNATIONAL LLC and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. (*Settlement*, Para. 1.39.

Released Claims.

"Released Class Claims" means "All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including (without limitation): (i) all claims for unpaid wages, including unpaid minimum wages, straight-time wages, overtime wages, rounding and off-the-clock work; (ii) all claims for meal and rest break violations, including failure to provide lawful rest and recovery periods, and for failure to pay meal and rest break premiums; (iii) all claims for failure to timely pay wages upon termination; (iv) all claims for failure to timely pay wages during employment and due to separated employees; (v) all claims for failure to reimburse necessary business expenses; (vi) all claims for wage statement violations and failure to maintain required and accurate records; (vii) all claims for vacation pay, alleged failure to produce records, and alleged violation of warehouse quota laws including policies which allegedly discouraged employees from taking legal breaks to meet quota requirements; and (viii) all claims asserted under California Labor Code sections 200, 201, 202, 203, 204, 206, 210, 218.5, 226, 226.3, 226.7, 250.3 510, 512, 558, 558.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1400, 1720, et seq., 1174, 2100, et seq., 2699, et seq., 2750.5 2802, 3353, Cal/OSHA and/or California's Health and Safety Code and the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (viii), California Business & Professions Code § 17200 et seq., California Civil Code sections 3287 and 3288, and California Code of Civil Procedure sections 382 and 1021.5. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period. Furthermore, all workweeks worked (by non-Class or PAGA members) between the period of September 2020 and September 2023 shall be excluded from the release." *Settlement*, Paras, 5.2.

IV. LEGAL ARGUMENT

Any settlement of class litigation must be reviewed and approved by the Court. (Cal. R. Ct. 3.769; Fed. R. Civ. P. 23(e).)[1] This is done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final review after notice has been distributed to the Class Members informing them of the terms of the settlement and allowing them to exclude themselves from, participate in and/or object to the settlement. The Manual for Complex Litigation (Third) § 30.41 states:

> If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice … be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

Thus, the preliminary approval by the trial court is simply a conditional finding that the settlement appears to be within the range of acceptable settlements. (*See Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 234-35.) "The strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal may vary. The court may find that the settlement proposal contains some merit, is within the range of reasonableness required for a settlement offer, or is presumptively valid subject only to any objections that may be raised at a final hearing." (4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002).)

The law favors settlement, particularly in class actions and other complex cases in which substantial resources can be conserved by avoiding the time, cost and rigors of formal litigation. (*City of Seattle,* 955 F.2d at 1276; *Potter v Pacific Coast Lumber Company* (1951) 37 Cal. 2d. 592, 602-603.; 4 *Newberg on Class Actions* § 11.41.) To grant preliminary approval of this Class Action Settlement, the Court need find only that the settlement falls within the "range of reasonableness." (*North County Contractor's Ass. Inc. v. Touchstone Ins. Svcs*. (1994) 27 Cal. App. 4th 1085, 1089-1090.)

In determining whether a class settlement is fair, adequate and reasonable, courts must consider the following relevant factors: the strength of the Plaintiffs' case; the risk, expense, complexity and likely duration of further litigation; the risk of maintaining class action status through trial; the amount of offered settlement; the extent of discovery completed and the range of the proceedings; and the experience and views of counsel. (*Dunk v. Ford Motor Co*. (1996) 48 Cal. App. 4th 1794, 1801; *Clark v. American Residential Services, LLC* (2009) 175 Cal. App. 4th. 785,799.) The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case. (*Clark*, 175 Cal. App. 4th at 799; *Wershba*, 91 Cal. App. 4th at 245.)

Furthermore, courts must give "proper deference to the private consensual decision of the parties," since "the court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Hanlon v. Chrysler Corp*. (9th Cir. 1998), 150 F.3d 1011, 1027.)

A. <u>The Terms Of The Proposed Settlement Are Fair</u>

A preliminary review of the terms of the Settlement provides no reason to doubt its fairness. Indeed, this Court should begin its analysis with a presumption that the proposed settlement is fair. A presumption of fairness exists where: "1) the settlement is reached through arms-length negotiations; 2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in

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[1] The California Supreme Court has 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; *Green v. Obledo* (1981) 29 Cal.3d 126,

similar litigation; and 4) the percentage of objectors is small." (*Dunk v. Ford Motor Co., supra*, at 1802.) The first three of these factors apply at the preliminary approval stage; the percentage of objectors is determinable only at the final approval stage.

1. The Settlement Was Reached Through Arm's-Length Bargaining, Not Through Fraud or Collusion

The Settlement was reached following extensive negotiations during and after a private mediation with professional mediator Steve Serratore, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The parties went into the mediation session willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate its position through trial and appeal if a settlement had not been reached. (*Solouki Decl.* ¶¶ 10 - 11)

During mediation, Plaintiff and his counsel strongly asserted the validity of their arguments and their assessment that this case could be worth a substantial amount of money. However, as the mediation progressed, Defendants presented its arguments as to various issues, and it became apparent that many issues would be highly disputed and could pose a risk to both parties in going forward with litigation. As a result, the parties agreed, based on Mr. Serratore's mediator's proposal, to resolve this matter for a total of $250,000.00. *Solouki Decl. Para.* 19.

Moreover, Mr. Serratore presided over the back and forth exchange of information, and helped guide the parties towards what he believed, based on his extensive professional experience, was a reasonable resolution given the disputed issues of liability. *Solouki Decl. Para.* 20.

Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars Steel Corp. v. Continental Illinois Nat'l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682; *In re Chicken Antitrust Litig.* (N.D. Ga. 1980) 560 F. Supp. 957, 962.) Courts do not substitute their judgment for that of the proponents, particularly where, as here, settlement has been reached with the participation of experienced counsel familiar with the litigation. (*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 528; *Hammon v. Barry* (D.D.C. 1990) 752 F. Supp. 1087, 1093; *Steinberg v. Carey*

145-146.) Where appropriate, therefore, Plaintiff cites Federal Rule 23 and federal case law in addition to California law.

(S.D.N.Y. 1979) 470 F. Supp. 471, 478; *In re Armored Car Antitrust Litig.* (N.D. Ga. 1979) 472 F. Supp. 1357, 1368; *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n* (E.D. Pa. 1978) 79 F.R.D. 571, 580.)

2. Investigation and Discovery Were Sufficient For The Parties To Evaluate The Risks Intelligently

Prior to the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by Plaintiff, conducted legal research, and engaged in extensive informal discovery. Prior to mediation, the Parties met and conferred regarding the scope of discovery necessary for the Parties to engage in a productive mediation. It was agreed that the Parties would exchange agreed upon documents and class records/data prior to mediation. *Solouki Decl.,* Para. 29.

In anticipation of the mediation, the Parties represent that they conducted significant investigation and discovery of the facts and law. Defendants informally produced, among other things, hundreds of pages relevant written policies and procedures, Plaintiff's personnel file (inclusive of Plaintiff's time and payroll records), and an approximate 20% sampling of class payroll and timekeeping data. Plaintiff's Counsel's review of the time records, payroll records, and information relating to the size and scope of the Class, was sufficient data to permit Plaintiff's Counsel and their retained expert to understand the number of workweeks and pay periods at issue in the Class Period. The Parties agreed that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, were more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. *Solouki Decl.,* Para. 10.

Through discovery and investigation, my office was able to identify several former employees of Defendants that provided valuable information that allowed my office and our expert to clarify any apparent discrepancies in the data provided by Defendants, as well as provide information regarding subjective information such as uncompensated off-the-clock work and rest break violations. *Solouki Decl.,* Para. 31.

Plaintiff's statistical expert analyzed this information, including data for thousands of shifts, and Plaintiff's counsel evaluated the potential liability and damages for the Class Members. Based upon this information, Plaintiff's counsel was able to act intelligently and effectively in negotiating the proposed Settlement. *Solouki Decl.,* Para. 32.

3. Counsel Is Experienced In Similar Litigation

Furthermore, the settlement negotiations were conducted by highly capable and experienced counsel. Plaintiff''s counsel are respected members of the bar with a strong record of vigorous and effective advocacy for their clients, and they are experienced in handling complex wage and hour class action litigation. *Solouki Decl.,* Paras. 38-52.

The parties went into the mediation session willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate its position through trial and appeal if a settlement had not been reached. The Settlement was not reached until after a full day of mediation. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel support the proposed Settlement as being in the best interests of the Class Members and Aggrieved Employees. *Solouki Decl.,* Para. 28.

B. <u>The Settlement Falls Well Within The "Ballpark" of Reasonableness</u>

The Court must make an "independent assessment of the reasonableness of the terms of the settlement" prior to granting preliminary and final approval. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 799; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 127-28, 130, 133.) To do so requires the Parties to submit "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Clark*, *supra*, 175 Cal.App.4th at 800.) However, the Court should *not* "attempt to decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys." (*Kullar*, *supra*, 168 Cal.App.4th at 133.)

1. Settlement Amount Is Fair, Just, and Reasonable

Plaintiff and Plaintiff's counsel remain confident of the merits of Plaintiff's claims. Plaintiff and Plaintiff's counsel considered several factors in reaching the decision to settle at this point in the litigation. Plaintiff's expert statistician and analyst has calculated the maximum damages of the Class Members, based on the aforementioned claims likely to survive through judgment, to be approximately $759,010 without penalties. *Solouki Decl.,* Para. 14.

16. Based on my and my law firm's near decade and a half of litigating wage and hour class action lawsuits solely on the side of employees, I estimate a sixty percent (60%) likelihood of obtaining

and maintaining certification of all of Plaintiff's claims, with a likelihood of only being able to certify the claims based on the actual written policies and four corners of the paystubs and timesheets, as claims based on solely subjective evidence, such as off-the-clock work and rest break violation are extremely difficult to certify. This alone greatly reduces the value of these claims. Additionally, my office asserts that there is a sixty percent (60%) likelihood of the claims that get certified surviving a dispositive motion such as a Motion for Summary Judgment/Adjudication once merits based discovery is opened. Lastly, but definitely the highest hurdle to get over is the sixty percent (60%) chance that Plaintiff will prevail at trial on remaining claims, if any, further reducing the value of the case. The significant risk that this Court may deny class certification, or partially/fully grant a Motion for Summary Judgment/Adjudication is obviated by the Settlement. Moreover, continued litigation would very likely reduce and substantially delay recovery by Class Members. In contrast, because of the proposed Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable judgment. Given the maximum, non-PAGA stacked, potential damages and penalties, the settlement sum of $250,000.00 is reasonable considering the substantial risks entailed by this case. *Solouki Decl.,* Para. 16.

Defendants, on the other hand, strongly contends that its policies and practices do not violate any laws and that it complied with all applicable laws. Specifically, Defendants maintain that Plaintiff's claims that they and class members were not paid for all hours worked is factually incorrect. It is Defendants' position that there would be no liability for unpaid wages and overtime, and therefore, the derivative claims of waiting time penalties, untimely wage payments and inaccurate wage statements therefore also fail. Defendant further contends that it provided meal and rest breaks as required by law and is not required to ensure that employees took every meal and rest period made available to them. (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012).) Even if the data were to show that meal periods were not taken, time records alone cannot establish a meal break violation under California law. (*See Donohue v. AMN Servs., LLC*, 29 Cal. App. 5th 1068, 1088 n. 25, as modified (Dec. 28, 2018), review granted, 2019 WL 1388808, at *1 (Cal. Mar. 27, 2019) (finding that "an employer's time records may . . .[only] reflect a section 226.7 violation" in the class certification context, and not on the merits either at trial or on summary judgment); *Brown v. Federal Express Corp.*, 249 F.R.D. 580, 587 (C.D. Cal. 2008) (time records could not prove break claims as they would not provide reason for missed breaks).)

Additionally, Defendants contend that Plaintiff would not obtain class certification on their claims, particularly because the claims would require an individualized inquiry. (*See Koval v. Pacific Bell Telephone Co.*, 232 Cal. App. 4th 1050, 1062 (2014) (denying certification and holding that Plaintiffs' failure to demonstrate that allegedly unlawful policies were consistently applied "create[d] a shifting kaleidoscope of liability determinations that render this case unsuitable for class action treatment"); *Dailey v. Sears, Roebuck & Co.*, 214 Cal. App. 4th 974, 1002 (2013) (denying class certification of meal period and rest break claims of employees alleging that they did not regularly take uninterrupted meal and rest breaks where there was no evidence of a uniform policy showing that the Company required the employees to forego breaks).) In such an event, there would be no recovery for Class Members at all. A discount was required at this stage of the litigation for settlement purposes based on these risk factors.

The significant risk that this Court may deny class certification, partially/fully grant a Motion for Summary Judgment/Adjudication is obviated by the Settlement. Moreover, continued litigation would very likely reduce and substantially delay recovery by Class Members. In contrast, because of the proposed Settlement, Class Members will receive timely relief and avoid the risk of an unfavorable judgment. *Solouki Decl.,* Para. 16.

While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each cause of action and proving the amount of wages due to each individual Class Member would be an expensive, time-consuming, and extremely uncertain proposition. *Solouki Decl.,* Para. 17.

After deducting attorney's fees and costs, service award, settlement administrative fees and costs, and PAGA allocation, the remaining Net Settlement Amount ("NSA") is estimated to be $82,417.00. The Class is estimated to consist of approximately 989 individuals who qualify as Class Members. Assuming full participation of all 989 employees in the settlement, we estimate that each class member will recover on average approximately $83.33 ($82,417.00/989 = $83.33). On average, this amount is far from insignificant, especially because most class members will never pursue their individual claims. On average, this amount is far from insignificant, especially because most class members will never pursue their individual claims. *Solouki Decl,*. Para. 23.

In sum, when the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the Gross Settlement Amount is fair, adequate, and reasonable. S*olouki Decl.,* Para. 18.

C. **The Court Should Issue an Order Conditionally Certifying the Settlement Class**

1. ***The Criteria for Conditional Certification of a Settlement Class Are Met***

California Code of Civil Procedure § 382 provides that three basic requirements must be met in order to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined community of interest in the question of law or fact affecting the parties to be represented; and (3) certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class is superior to other methods. (*Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069, 1089; *see also, Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1806; *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 704.) Any doubts as to the appropriateness of class treatment must be resolved in favor of certification, subject to later modification. (*Richmond v. Dart Indus. Inc.* (1981) 29 Cal.3d 462, 473-475.) For purposes of this Settlement only, Defendants have stipulated to conditional certification of the proposed class action. *Settlement,* Para. 12.1.

2. ***There Is an Ascertainable Class***

Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of the class, and (3) the means of identifying the class members. (*See Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) In this case, Plaintiff contends that all three considerations strongly favor class certification.

a. ***The Settlement Class Is Precisely Defined***

The proposed class consists of "all non-exempt persons employed by Defendants who worked from September 9, 2020 through September 9, 2025." *Settlement*, Para. 1.5.

The Class is estimated to consist of approximately 989 individuals who qualify as Class Members. (*Solouki Decl.,* at ¶ 22.) The class definition is sufficiently specific to enable the parties, potential class members, and the Court to readily determine the parameters of the class. (*See Clothesrigger, Inc. v. GTE*

Corp. (1987) 191 Cal.App.3d 605, 617 (proposed class defined as all persons nationwide subscribing to telephone service since January 1, 1981, who were charged for one or more unanswered long distance calls, deemed "plainly" ascertainable).) Indeed, the Class Members are readily ascertainable from Defendant's records. *Solouki Decl.*, Para. 33.

b. *Class Members Are Numerous Enough that Individual Litigation Is Not Preferable*

Class size is in favor of class certification in this case. There are approximately nine hundred and eighty nine (989) Class Members. *Solouki Decl*., Para. 23. It would be impractical to bring each of these persons before the Court or to resolve their claims individually. There is no magic number that satisfies the numerosity requirement. (*See, e.g., Rose v. City of Haywood* (1981) 126 Cal.App.3d 926, 934 (holding that forty-two class members are quantitatively sufficient to satisfy the numerosity requirement).) Here, Plaintiff asserts that the class of 989 Class Members is sufficient to satisfy the numerosity requirement.

c. *Members of the Class Are Easily Identifiable*

The question of whether class members are easily identifiable turns on whether a Plaintiff can establish "the existence of an ascertainable class," not whether the Plaintiff can "identify the individual members of such class as prerequisite to the class suit." (*Daar,* 67 Cal.2d at 706; *see also, Reyes v. San Diego County Bd. of Supervisors* (1987)196 Cal.App.3d 1263, 1275.) Here, the existence of an ascertainable class can be established through Defendant's records. *Solouki Decl*., *Para. 33.*

3. *The Proposed Class Shares a Well-Defined Community of Interest*

The community of interest requirement embodies three factors: (1) predominant questions of law and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (*Dunk,* 48 Cal.App.4th at 1806; *Richmond,* 29 Cal.3d at 473-75.) In this case, Plaintiff's claims satisfy all three factors.

a. *Common Issues of Law and Fact Predominate Over Individual Issues*

The commonality criterion requires the existence of common questions of law or fact and is generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d at 695; *In re United Energy Corp. Solar Power Modules Tax Shelter Investment Securities Lit.* (C.D. Cal. 1988) 122

F.R.D. 251, 254.) All that is required is that a common question of fact or law exists which predominates over issues unique to the Plaintiff. The existence of individual issues or facts is not a bar to class certification as long as they do not render class litigation unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1354 ("presence of individual damages issues cannot bar certification").)

In the Action, Plaintiff's claims present sufficient common issues of law and fact that predominate over individual issues and warrant class certification. Plaintiff alleges that Defendants failed to provide timely, uninterrupted and full meal and rest periods to all Class Members as a regular practice. Plaintiff alleges that Defendants failed to properly compensate Class Members for all hours worked, including overtime hours worked, as well as for necessary business expenditures. Plaintiff further asserts that Defendants failed to adequately compensate its former employees for all wages owed at the time of their separation from employment. Plaintiff alleges that Defendants' policies and practices were uniform as to all Class Members, and that all class members were indeed subjected to the same workplace experiences as them. Thus, class treatment is appropriate.

b. *Plaintiff's Claims Are Typical of the Claims of the Settlement Class*

To satisfy the typicality requirement, California law does not require that a Plaintiff have claims identical to the other class members. Rather, the test of typicality for a class representative is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named Plaintiff, and whether other class members have been injured by the same course of conduct. (*Seastrom v. Neways, Inc*. (2007) 149 Cal.App.4th 1496, 1502.) The typicality requirement for a class representative refers to the nature of the claim or defense of the representative, and not to the specific facts from which it arose or the relief sought. (*Id.*)

Here, Plaintiff alleges that their claims are similar to those of the other Class Members. All of Plaintiff's claims arise out of the same alleged facts and course of conduct giving rise to the claims of the other Class Members, as they all worked together for Defendants and were subjected to identical workplace policies and practices. Finally, Plaintiff's claims are typical of the other class members because they seek the exact same relief for alleged Labor Code violations. Because Plaintiff's claims are based upon the same alleged conduct and business practices as those of the potential Class Members, the typicality requirement has been satisfied.

c. *Plaintiff and Counsel Will Fairly and Adequately Represent the Class*

The question of adequacy of representation "depends on whether the Plaintiff's attorney is qualified to conduct the proposed litigation in the Plaintiffs' interest or not antagonistic to the interests of the class." *McGee v. Bank of America* (1976) 60 Cal.App.3d 422, 450. Here, these considerations are satisfied. Class Counsel includes well-regarded and accomplished trial lawyers who are qualified and experienced in employment-related, class action litigation. *Solouki Decl.*, Paras. 38-52. Further, because Plaintiff's claims are typical of other Class Members and are not based on unique circumstances that might jeopardize the claims of the Class, there is no antagonism between the interest of the representative Plaintiff and those of the Class.

Additionally, Plaintiff understands the obligations of being adequate class representative, the details of what they have done to demonstrate the adequacy of his representation, and the substantial burden they will and have undertaken in order to represent the putative class. *Declaration of Plaintiff Jose Alexander Diaz Suarez*, generally.

4. *Proceeding As a Class Action Is Superior to Individual Action*

Under the circumstances, proceeding as a class action is a superior means of resolving this dispute, as the Class Members and the Court will derive substantial benefits. Class certification would serve as the only means to deter and redress the alleged Labor Code violations. (*See Linder v. Thrifty Oil Co*. (2000) 23 Cal.4th 429, 434 (relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress the alleged wrongdoing).)

Furthermore, individual actions arising out of the same operative facts would unduly burden the courts and could result in inconsistent results, which may be avoided by class certification.

V. CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that the Court: (1) certify a provisional settlement class; (2) grant preliminary approval of the proposed Settlement; (3) approve the

Class Notice; (4) appoint Solouki | Savoy, LLP as Class Counsel; (5) appoint Plaintiff Jose Alexander Diaz Suarez as the Class Representative; (6) approve CPT Class Action Administration as the Settlement Administrator; and (7) schedule a hearing on final approval of the Settlement.

Dated: March 23, 2026

SOLOUKI | SAVOY, LLP

/s/ *Shoham J. Solouki*
Shoham J. Solouki, Esq.
Grant Joseph Savoy, Esq.
Attorneys for Plaintiff and Those Similarly Situated Current and Former Employees