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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MARIBEL HERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

HIGH DESERT PSYCHOLOGICAL SERVICES,
INC.; and DOES 1 through 10, inclusive,

Defendants

Case No.: CIVVS2500081

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

*[Filed with the Declaration of Kane Moon,
the Declaration of Plaintiff, the Declaration
of Lisa Mullins, and [Proposed] Preliminary
Approval Order]*

PRELIMINARY APPROVAL HEARING:

Date: December 3, 2026

Time: 8:30 a.m.

Dept.: S32

Judge: Hon. Wilfred J. Schneider, Jr.

Action Filed: January 2, 2025

Trial Date: Not Set

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

2 PLEASE TAKE NOTICE that on December 3, 2026, at 8:30 a.m. in Department S32 of this
3 Court located at the San Bernardino Justice Center at 247 West Third Street, San Bernardino, California
4 92415, pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769 *et*
5 *seq.*, Plaintiff Maribel Hernandez (“Plaintiff”) will, and hereby does, move the Court for an order
6 granting preliminary approval of the proposed class action settlement between Plaintiff and Defendant
7 High Desert Psychological Services, Inc.

8 Specifically, Plaintiff moves the Court for an order:

- 9 1. Granting preliminary approval of the Class and Representative Action Settlement
10 Agreement and Class Notice;
- 11 2. Certifying a Class, for settlement purposes only;
- 12 3. Approving the Class Notice and plan for its distribution;
- 13 4. Appointing Plaintiff as the Class Representative, for settlement purposes only;
- 14 5. Appointing Class Counsel Moon Law Group, PC as Class Counsel, for settlement
15 purposes only;
- 16 6. Appointing ILYM Group, Inc. as the Administrator; and
- 17 7. Setting the Final Approval Hearing approximately 120 days after preliminary approval.

18 The motion will be based upon this notice, the attached memorandum of points and authorities,
19 the supporting declarations and attachments thereto, the records and files in this action, and any other
20 evidence or argument that the Court may properly receive at or before the hearing.

21 As this Motion is unopposed, the Parties respectfully request relief from the page limit
22 requirement set by California Rules of Court, Rule 3.1113(d).

23 Respectfully submitted,

24 Dated: September 18, 2026

MOON LAW GROUP, PC

25 By: _____

26 Kane Moon
27 Allen Feghali
28 Julie S. Oh
Jamie C. Osganian
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Maribel Hernandez (“Plaintiff”) seeks preliminary approval of a proposed \$250,000.00, non-reversionary, class and PAGA settlement (the “Settlement”) with Defendant High Desert Psychological Services, Inc. (“Defendant”) (together with Plaintiff, the “Parties”). The Settlement will provide substantial monetary payments to roughly 160 current and former employees who worked an estimated aggregate of 7,021 Workweeks during the Class Period. As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. The Settlement was reached after extensive investigation, informal discovery, and negotiations between the Parties. The negotiations were at arm’s length and were facilitated during mediation by experienced, neutral class and PAGA action mediator Tripper Ortman. Accordingly, Plaintiff requests the Court preliminarily approve the proposed Settlement, certify the proposed Settlement Class, approve the proposed Class Notice to Class Members, and set a final approval hearing no earlier than 120 days from the date of preliminary approval.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff’s Claims

This is a wage and hour class action and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”). (Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class and Representative Action Settlement [“Moon Decl.”], ¶ 2.) Plaintiff seeks to represent a class of all persons currently or formerly employed by Defendant High Desert Psychological Services, Inc. (“Defendant”) in the State of California as non-exempt employees during the period from January 2, 2021, through August 1, 2026, as set forth in the Class and Representative Action Settlement Agreement (the “Settlement”). (*Id.*, Ex. 1.)

Defendant operates a comprehensive mental health clinic that provides counseling, psychiatric medication management, and psychological testing services. (Moon Decl., ¶ 3.) Defendant employed Plaintiff and other putative Class Members in California during the putative Class Period. (*Id.*) Plaintiff worked for Defendant from approximately August 2023 to July 2024. (Declaration of Plaintiff Maribel

1 Hernandez in Support of Approval of Class Action and PAGA Settlement [“Plaintiff Decl.”], ¶ 2.)
2 Throughout her employment, Plaintiff was employed in an hourly paid, non-exempt position. (*Id.* at ¶
3 7.) Plaintiff contends she and her coworkers were subjected to the same unlawful labor practices,
4 including failure to pay wages for all hours worked, failure to provide compliant meal and rest periods,
5 failure to pay premium wages for noncompliant breaks, and failure to reimburse necessary business
6 expenses. (*Id.* at ¶¶ 3, 5.)

7 Plaintiff’s claims for unpaid minimum and overtime wages stem from allegations that
8 Defendant failed to incorporate nondiscretionary bonuses and other remuneration into the regular rate
9 of pay for purposes of paying Class Members overtime wages, meal break premiums, and sick pay, and
10 that Defendant required Class Members to perform work off-the-clock without compensation. (Moon
11 Decl., ¶ 4.) Plaintiff’s meal and rest period claims are based on allegations that Class Members’ breaks
12 were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all
13 premium wages for non-code-compliant breaks. (*Id.*) Plaintiff further brings a claim for unreimbursed
14 necessary business expenses based on allegations that Class Members were required to use their
15 personal cellphones to communicate with their supervisors for business purposes, without
16 reimbursement for the same. (*Id.*) Finally, Plaintiff also brings derivative claims for waiting time
17 penalties, wage statement violations, unfair business practices, and civil penalties under PAGA. (*Id.*)

18 On January 2, 2025, Plaintiff commenced this action by filing a wage and hour class action
19 complaint, alleging causes of action against Defendant for (1) failure to pay minimum wages; (2) failure
20 to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit
21 rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages
22 at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business
23 practices. (*Id.* at ¶ 5.)

24 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to
25 Defendant and the LWDA by sending a PAGA notice on November 28, 2024. (*Id.* at ¶ 6., Ex. 2)

26 On March 6, 2025, Plaintiff filed a First Amended Class Action and PAGA Representative
27 Action Complaint, adding a representative cause of action seeking civil penalties pursuant to Labor
28 Code section 2699, et seq. The First Amended Complaint is the operative complaint in the action (the

1 “Operative Complaint”). (*Id.* at ¶ 7.)

2 Defendant ardently opposes the merits of this case and denies Plaintiff’s factual allegations. (*Id.*
3 at ¶ 8.) Defendant argues the putative Class was paid all minimum wages, overtime wages, sick pay,
4 and meal period premiums owed, including at the correct regular rate of pay, and that Defendant did
5 not require or permit its employees to work off-the-clock. (*Id.*) Defendant maintains compliance with
6 all its meal and rest period obligations. (*Id.*) As for the unreimbursed business expenses, Defendant
7 denies that Class Members incurred necessary business expenses for which they were not reimbursed.
8 (*Id.*) To the extent Class Members received wage statements that were allegedly inaccurate, Defendant
9 asserts Class Members suffered no actual damage or harm as a result, and that there was no knowing
10 or intentional violation. (*Id.*; *see, e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C
11 12–05860 CRB, 2013 WL 622032, at *10 [“A plaintiff must adequately plead an injury arising from
12 an employer’s failure to provide full and accurate wage statements, and the omission of the required
13 information alone is not sufficient.”].) With respect to Plaintiff’s claim for waiting time penalties,
14 Defendant alleges its good-faith belief that it paid all wages precludes the imposition of waiting time
15 penalties since Plaintiff cannot prove Defendant’s alleged failure to pay all final wages at the time of
16 separation was “willful.” (Moon Decl., ¶ 8; *see, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14,
17 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims
18 it did not engage in any unfair business practices and denies liability under PAGA. (Moon Decl., ¶ 8.)
19 Defendant also maintains the claims are improper for class treatment and reserves the right to contest
20 certification on any available ground. (*Id.*)

21 **B. Discovery and Investigation**

22 Following the filing of the First Amended Complaint, the Parties met and conferred regarding
23 an agreement to mediate Plaintiff’s claims. (*Id.* at ¶ 9.) The Parties agreed to mediate with Tripper
24 Ortman, an experienced class and PAGA action mediator. (*Id.*) In preparation for mediation, the Parties
25 agreed to an informal exchange of documents and information. (*Id.*) Prior to mediation, Plaintiff
26 obtained from Defendant, through informal discovery, information sufficient to meaningfully evaluate
27 the claims at issue in the action, including applicable written policies and procedures, Plaintiff’s
28 personnel file, time and corresponding payroll records for putative Class Members, and information

1 regarding the estimated numbers of current and former employees, Workweeks, PAGA Pay Periods,
2 and the average hourly rate of pay. (*Id.*)

3 In preparation for mediation, Class Counsel reviewed and analyzed all the information
4 Defendant provided, including the time and payroll records and documents regarding Defendant's wage
5 and hour policies and practices. In conjunction with their factual investigation, Class Counsel also
6 investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.* at ¶ 10.)
7 Accordingly, Class Counsel were able to evaluate the probability of class certification, success on the
8 merits, and Defendant's maximum and realistic monetary exposure for all claims. (*Id.*) Thus, Plaintiff's
9 and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings
10 allowed them to act intelligently in negotiating the Settlement. (*Id.*)

11 C. Settlement Negotiations

12 Mediation occurred on May 13, 2026. (*Id.* at ¶ 11.) The settlement negotiations were at arm's
13 length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went into
14 the mediation before Tripper Ortman, an experienced class and PAGA action mediator, willing to
15 explore the potential for a settlement of the dispute, but each side was also prepared to litigate its
16 position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations
17 and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses,
18 the Parties reached a settlement, the material terms of which are encompassed within the Settlement.
19 (*Id.*)

20 Class Counsel represent they are not aware of any related case that would be extinguished or
21 adversely affected by approval of this Settlement Agreement. (*Id.* at ¶ 12.)

22 Class Counsel have conducted a thorough investigation into the facts of this case. (*Id.* at ¶ 16.)
23 Based on the foregoing document and information exchange and on their own independent
24 investigation and evaluation, Class Counsel are of the opinion that the proposed Settlement is fair,
25 reasonable, and adequate. (*Id.*) Furthermore, considering all known facts and circumstances, the risk of
26 significant delay, trial risk, appellate risk, and the defenses that Defendant may assert both to
27 certification and on the merits, the Settlement is in the best interests of the Class. (*Id.*; *see also id.* at ¶¶
28 17–28.) **Indeed, the \$250,000.00 gross settlement figure represents roughly 84% of the realistic**

(*risk-adjusted*) recovery estimated to be \$296,909.62. (*Id.* at ¶ 24.)

D. Key Terms of the Proposed Settlement

Under the Settlement Agreement, Defendant will pay a non-reversionary amount of \$250,000.00 to resolve this litigation, subject to an escalator clause. (Settlement, ¶ 3.1.) The Settlement’s key terms include:¹

1. Class Members or Settlement Class: The proposed Class for purposes of the Settlement contains approximately 160 members who worked approximately 7,021 Workweeks and is defined as: all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period. (Settlement, ¶¶ 1.5, 4.1.) The Class will exclude any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion (“Non-Participating Class Members”). (Settlement, ¶ 1.30.)

2. Class Period: means the period from January 2, 2021 through August 1, 2026. (*Id.* at ¶ 1.13.)

3. Participating Class Members: means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement. (*Id.* at ¶ 1.38.)

4. Aggrieved Employee: There are approximately 76 Aggrieved Employees who worked approximately 2,326 PAGA Pay Periods, defined as: all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period. (*Id.* at ¶¶ 1.4, 4.1; Moon Decl., ¶ 17.)

5. PAGA Period: means the period from January 2, 2024 through August 1, 2026. (Settlement, ¶ 1.34.)

6. Gross Settlement Amount: This amount is \$250,000.00, subject to a potential increase under the Escalator Clause. (*Id.* at ¶¶ 1.23, 3.1.) Defendant agrees to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id.* at ¶ 3.1.) The

¹ A table listing the key financial terms of the Settlement, including the Gross Settlement Amount, each deduction from the gross amount (attorneys’ fee, litigation costs, settlement administrator costs, payments to Plaintiff, and the PAGA Penalties), whether exact or in a “not to exceed” amount, and the estimated Net Settlement Amount, and the estimated average of individual settlement payments is provided in the accompanying Moon Decl., ¶ 14.

1 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
2 Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment.
3 (*Id.*) None of the Gross Settlement Amount will revert to Defendant. (*Id.*)

4 7. Escalator Clause: The Gross Settlement Amount is based on a review of Defendant's
5 records reflecting an estimated 7,021 Workweeks during the Class Period. (*Id.* at ¶ 8.1.) If the actual
6 number of Workweeks exceeds 7,723, which is more than 10% greater than the estimate, Defendant
7 may, at its sole option, either: (1) increase the Gross Settlement Amount proportionally by the
8 percentage by which the actual number of Workweeks exceeds the 10% threshold; or (2) end the Class
9 Period and PAGA Period on the date when the total number of Workweeks does not exceed 7,723, in
10 which case Defendant will not be required to pay any additional amount. (*Id.*)

11 8. Net Settlement Amount: means the Gross Settlement Amount, less the following payments
12 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the
13 Class Representative Enhancement Payment, the Class Representative General Release Payment, the
14 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration
15 Expenses Payment. (*Id.* at ¶ 1.29.) The remainder is to be paid to Participating Class Members as
16 Individual Class Payments. (*Id.*)

17 9. Individual Class Payments: means the Participating Class Member's pro rata share of the
18 Net Settlement Amount calculated according to the number of Workweeks worked during the Class
19 Period. (*Id.* at ¶ 1.24.) "Workweek" means any week during which a Participating Class Member
20 worked for Defendant for at least one day during the Class Period. (*Id.* at ¶ 1.48.)

21 10. Individual PAGA Payment: means the Aggrieved Employee's pro rata share of 35% of the
22 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA
23 Period. (*Id.* at ¶ 1.25.) "PAGA Pay Period" means any pay period during which an Aggrieved Employee
24 worked for Defendant for at least one day during the PAGA Period. (*Id.* at ¶ 1.33.)

25 11. Tax Treatment: Twenty percent (20%) of each Participating Class Member's Individual
26 Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). (*Id.* at ¶ 3.2.4.a.)
27 Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated
28 to settlement of claims for interest and statutory penalties (the "Non-Wage Portion"). (*Id.*) Aggrieved

1 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
2 Payments. (*Id.* at ¶ 3.2.5.a.)

3 12. Released Parties: “Released Parties” means: Defendant and each of its former, present,
4 and/or future directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
5 successors, assigns, parents, subsidiaries, affiliates, agents, and any other entities or persons acting by,
6 through, under, or in concert with any of them. (*Id.* at ¶ 1.44.)

7 13. Release by Participating Class Members: All Participating Class Members, on behalf of
8 themselves and their respective former and present spouses, representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, fully and finally release and discharge the Released Parties
10 from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's
11 fees, damages, and causes of action that were alleged or that reasonably could have been alleged based
12 on the facts alleged in the Operative Complaint arising during the Class Period, and as further detailed
13 at paragraph 5.2 of the Settlement. (*Id.* at ¶ 5.2.)

14 14. Release by Aggrieved Employees: All Aggrieved Employees, on behalf of themselves and
15 their respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
16 successors, and assigns, fully and finally release and discharge the Released Parties from any and all
17 claims for civil penalties, and attorneys’ fees and costs, under PAGA that were alleged or that
18 reasonably could have been alleged based on the facts alleged in the Operative Complaint and
19 Plaintiff’s PAGA Notice, and as further detailed at paragraph 5.3 of the Settlement. (*Id.* at ¶ 5.3.)

20 15. Uncashed Settlement Checks: Settlement checks for Individual Class Payments and
21 Individual PAGA Payments will be valid for 180 days after mailing by the Administrator. Any checks
22 that remain uncashed after 180 days will be voided and cancelled, and the funds represented by those
23 checks will be transmitted to the California Controller’s Unclaimed Property Fund in the name of each
24 Class Member or Aggrieved Employee who failed to cash the check before the void date, leaving no
25 unpaid residue. (*Id.* at ¶¶ 4.4.1, 4.4.3.)

26 16. PAGA Penalties: means the total amount of PAGA civil penalties, not to exceed
27 \$25,000.00, to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees
28 (\$8,750.00) and 65% to the LWDA (\$16,250.00) in settlement of the Released PAGA Claims. (*Id.* at ¶

1 1.37.) Plaintiff sent her November 28, 2024 PAGA Notice to Defendant by certified mail and submitted
2 it to the LWDA through online filing. (*Id.* at ¶ 1.36; Moon Decl., ¶ 6, Ex. 2.) Class Counsel also
3 submitted to the LWDA a notice of settlement and a copy of the proposed Settlement Agreement.
4 (Moon Decl., ¶ 13, Ex. 3.) To date, the LWDA has not indicated any intent to investigate the allegations,
5 intervene in the litigation, or object to the proposed Settlement. (*Id.* at ¶ 13.)

6 17. Class Representative Enhancement and General Release Payments: means a Class
7 Representative Enhancement Payment of not more than \$5,000.00 to Plaintiff for initiating the Action
8 and providing services in support of the Action, and a Class Representative General Release Payment
9 of not more than \$5,000.00 in exchange for Plaintiff’s general release of all claims arising out of her
10 employment with Defendant. (Settlement, ¶¶ 1.15–1.16, 3.2.1.) If the Court approves either payment
11 in an amount less than requested, the Administrator will allocate the remainder to the Net Settlement
12 Amount. (*Id.* at ¶ 3.2.1.)

13 18. Class Counsel Fees and Litigation Expenses Payments: The Settlement provides for a
14 Class Counsel Fees Payment of up to one-third of the Gross Settlement Amount, currently estimated to
15 be \$83,333.33, for Class Counsel’s attorneys’ fees, plus reimbursement for actual litigation costs not
16 to exceed \$30,000.00. (*Id.* at ¶ 3.2.2.) If the Court approves a Class Counsel Fees Payment and/or a
17 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
18 allocate the remainder to the Net Settlement Amount. (*Id.*) To date, Class Counsel has incurred
19 \$17,389.44 in litigation costs. (Moon Decl., ¶ 14(c), Ex. 4.) Class Counsel seeks the proposed fee award
20 under the “common fund” method. (Moon Decl., ¶ 57.)

21 19. Administration Expenses Payment: The Parties jointly appointed ILYM Group, Inc.
22 (“ILYM”) as the neutral entity to administer the Settlement. (Settlement, ¶¶ 1.2, 7.1.) The Administrator
23 will be paid from the Gross Settlement Amount in an amount up to \$7,350.00 for its fees and expenses
24 in administering the Settlement, including receiving and processing the Class Data, mailing the Class
25 Notice, processing Requests for Exclusion, Objections, and challenges to Workweeks and PAGA Pay
26 Periods, and establishing and maintaining a settlement website, email address, and toll-free telephone
27 number for Class Member inquiries. (*Id.* at ¶¶ 3.2.3, 7.4–7.14.) If the actual and/or Court-approved
28 administration expenses are less than the amount requested, the remainder will remain in the Net

Settlement Amount. (*Id.* at ¶ 3.2.3.) ILYM has submitted a flat-fee bid of \$7,350.00. (Moon Decl., ¶ 14(d), Ex. 5.)

20. Class Data and Notice: Within 21 calendar days after preliminary approval, Defendant will deliver the Class Data to the Administrator, who will thereafter have 14 calendar days to mail the Class Notice to all Class Members identified in the Class Data. (Settlement, ¶¶ 4.2, 7.5.) The proposed Class Notice has been approved by the Parties and sets forth, in plain terms, a statement of the case, the terms of the Settlement, the approximate amounts of attorneys' fees, costs, PAGA Penalties, and Class Representative payments being sought, an explanation of how the Individual Class Payments and Individual PAGA Payments will be calculated, and the date, time, and location of the Final Approval Hearing. (*Id.* at Ex. A.) Class Members will be notified of the proposed Settlement by first-class U.S. Mail. (*Id.* at ¶ 7.5.) Before mailing the Class Notice, the Administrator will update Class Member addresses using the National Change of Address database. (*Id.*) If a Class Notice is returned as undeliverable, the Administrator will re-mail the Class Notice using any forwarding address provided by the USPS or, if no forwarding address is provided, conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. (*Id.* at ¶ 7.7.)

21. Response Deadline and Procedure for Disputing Workweeks and/or Pay Periods, Opting Out, or Objecting: Class Members will have 60 calendar days after the Administrator mails the Class Notice to email or mail any (a) Request for Exclusion from the Class Settlement, (b) written Objection to the Settlement, or (c) challenge to the calculation of Workweeks and/or PAGA Pay Periods. (*Id.* at ¶ 1.46.) The Response Deadline will be extended by an additional 14 calendar days for Class Members whose Class Notices are re-mailed after being returned as undeliverable. (*Id.* at ¶¶ 1.46, 7.7.1.) The Class Notice explains the procedure under which a Class Member or Aggrieved Employee may dispute the number of Workweeks and/or PAGA Pay Periods stated in the Class Notice. (See *id.* at ¶ 7.8, Ex. A.) The Class Notice also explains how Class Members may request exclusion from the Class Settlement and how Participating Class Members may submit a written Objection or appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof. (See *id.* at ¶¶ 7.6, 7.9, Ex. A.)

1 22. Funding of the Gross Settlement Amount: Defendant shall fully fund the Gross Settlement
2 Amount of \$250,000.00 and the amounts necessary to fully pay Defendant’s share of employer payroll
3 taxes by transmitting the funds to the Administrator within 30 calendar days after the Effective Date of
4 the Settlement; provided that, if an appeal of the Judgment is filed, Defendant shall fund the Gross
5 Settlement Amount within 30 business days after the Judgment is affirmed. (*Id.* at ¶ 4.3.) “Effective
6 Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment
7 on its Final Approval Order; and (b) the Judgment is final. (*Id.* at ¶ 1.20.) The Judgment is final as of
8 the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement,
9 the day after the deadline for filing a notice of appeal from the Judgment; (b) if one or more
10 Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of
11 appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate
12 court affirms the Judgment and issues a remittitur. (*Id.*)

13 **III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL**

14 The law favors the settlement of lawsuits, particularly in class actions and other complex cases.
15 (*See, e.g., Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 272, 277–81.) To prevent fraud, collusion,
16 or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v. Ford Motor*
17 *Co.* (1996) 48 Cal.App.4th 1794, 1800–01 [citing authority omitted].) To approve a settlement, the
18 Court must find “the settlement is fair, adequate, and reasonable.” (*Id.*) This Court has wide discretion
19 in making this determination. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness,
20 adequacy, and reasonableness are presumed, as here, when: “(1) the settlement is reached through
21 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court
22 to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
23 is small.” (*Dunk*, 48 Cal.App.4th at p. 1802 [citing Newberg, Newberg on Class Actions (3rd ed. 1992)
24 § 11.41].)

25 In evaluating a settlement, the trial court considers the following factors: (1) the strength of
26 plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk
27 of maintaining class action status through trial; (4) the settlement amount offered; (5) the extent of
28 discovery completed and the stage of the proceedings; (6) counsel’s experience and views; (7) the

1 presence of a governmental participant; and (8) the class members’ reaction to the proposed settlement.
2 (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) In order to approve a class action
3 settlement, “the court must satisfy itself that the class settlement is within the ‘ballpark’ of
4 reasonableness.” (*Id.* at p. 133.) The record need not contain an explicit statement of the maximum
5 theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–
6 09 [holding that *Kullar* does not require “an explicit statement of the maximum amount the plaintiff
7 class could recover if it prevailed on all its claims,” but instead, only an “understanding of the amount
8 that is in controversy and the realistic range of outcomes of the litigation”].)

9 As discussed below, Class Counsel have provided information exceeding the threshold required
10 to provide this Court with materials and information necessary to determine that the proposed
11 Settlement is fair, adequate, and reasonable.

12 **A. The Settlement Is Fair, Reasonable, Adequate, and the Product of**
13 **Investigation, Litigation, and Negotiation**

14 **1. The Settlement Is the Product of Discovery, Investigation, and Informed**
15 **and Non-Collusive Arm’s-Length Negotiations**

16 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
17 evidence to the contrary is offered; thus, there is a presumption here that the negotiations were
18 conducted in good faith. (Newberg, *Newberg on Class Actions* (3rd ed. 1992) § 11.51.) Settlement is
19 favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super. Ct.* (1976) 62
20 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that the plaintiff
21 might have received more if the case had been fully litigated is no reason not to approve the
22 settlement.”].)

23 Mediation occurred on May 13, 2026. (Moon Decl., ¶ 11.) The settlement negotiations were at
24 arm’s length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went
25 into the mediation before Tripper Ortman, an experienced class and PAGA action mediator, willing to
26 explore the potential for a settlement of the dispute, but each side was also prepared to litigate its
27 position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations
28 and discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses,

1 the Parties reached a settlement, the material terms of which are encompassed within the Settlement.
2 (*Id.*)

3 Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, information
4 sufficient to meaningfully evaluate the claims at issue in the action, including applicable written
5 policies and procedures, Plaintiff’s personnel file, time and corresponding payroll records for putative
6 Class Members, and information regarding the estimated numbers of current and former employees,
7 Workweeks, PAGA Pay Periods, and the average hourly rate of pay. (*Id.* at ¶ 9.) In preparation for
8 mediation, Class Counsel reviewed and analyzed all the information Defendant provided, including the
9 time and payroll records and documents regarding Defendant’s wage and hour policies and practices.
10 (*Id.* at ¶ 10.) In conjunction with their factual investigation, Class Counsel also investigated the
11 applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly, Class
12 Counsel were able to evaluate the probability of class certification, success on the merits, and
13 Defendant’s maximum and realistic monetary exposure for all claims. (*Id.*) Thus, Plaintiff’s and her
14 Counsel’s familiarity with the facts of the case and the legal issues raised by the pleadings allowed
15 them to act intelligently in negotiating the Settlement. (*Id.*)

16 Furthermore, Class Counsel have considerable experience and demonstrated competence with
17 litigating wage and hour class actions. (*Id.* at ¶¶ 35–51.) The experience of Class Counsel was helpful
18 in assessing the reasonableness of the Settlement at issue here, and from this experience Class Counsel
19 concluded that this litigation could not have been settled on better terms than provided under the
20 proposed Settlement. (Moon Decl., ¶ 52.) Again, this supports the conclusion that the terms of the
21 Settlement are based on objective evidence that has been considered and weighed against the risks,
22 expenses, and time consumption to both sides of continued litigation of this action.

23 **2. The Settlement Is Fair and Reasonable Considering the Parties’**
24 **Respective Legal Positions**

25 A settlement is not judged against what a plaintiff might recover had he prevailed at trial, nor
26 does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba*
27 *v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent and necessary in
28 the settlement process . . . even if ‘the relief afforded by the proposed settlement is substantially

1 narrower than it would be if the suits were to be successfully litigated,’ this is no bar to a class settlement
2 because ‘the public interest may indeed be served by a voluntary settlement in which each side gives
3 ground in the interest of avoiding litigation.’”] [quoting *Air Line Stewards v. Am. Airlines, Inc.* (7th
4 Cir. 1972) 455 F.2d 101, 109].)

5 Here, the Settlement obviates the significant risk that this Court may deny certification of all or
6 some of Plaintiff’s claims. (Moon Decl., ¶ 27.) Furthermore, even if Plaintiff was able to pursue her
7 claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation
8 would be expensive, involving a trial and possible appeals, and would substantially delay and reduce
9 any recovery by the Class. (*Id.*) While Plaintiff is confident in the merits of her claims, a legitimate
10 controversy exists as to each cause of action. (*Id.* at ¶ 25.) Plaintiff also recognizes that proving the
11 amounts of wages owed to each Class Member would be an expensive, time-consuming, and uncertain
12 proposition. (*Id.*)

13 Class Counsel are also of the opinion that because the issues here are fairly contested, there is
14 a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due
15 to the largely discretionary nature of awarding PAGA penalties. (*Id.* at ¶ 26.) Indeed, under Labor Code
16 section 2699, subdivision (e)(2), a Court can reduce PAGA penalties “if, based on the facts and
17 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary
18 and oppressive, or confiscatory.” (Lab. Code § 2699(e)(2).) In other words, were this matter to go to
19 trial, any award granted would be at the discretion of the Court and subject to a substantial reduction.
20 (Moon Decl., ¶ 26.)

21 Because of the proposed Settlement, Class Members will receive timely, guaranteed relief and
22 will avoid the risk of not being able to recover anything. (*Id.* at ¶ 24.) This Settlement avoids the risks,
23 burdens, and the accompanying expense of further litigation. (Moon Decl., ¶ 28.) Although the Parties
24 have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis,
25 they have not conducted extensive formal discovery. (*Id.*) Moreover, preparation for class certification
26 and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed
27 class certification ruling for Plaintiff and/or any summary judgment ruling. (*Id.*) As a result, the Parties
28 would incur considerably more attorneys’ fees and costs through trial. (*Id.*)

1 The proposed settlement of \$250,000.00 therefore represents a substantial recovery when
2 compared to the reasonably forecasted recovery of the Class. (*Id.* at ¶ 30.) When considering the risks
3 of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to
4 establish liability, and the probability of appeal, it is clear the Settlement amount of \$250,000.00 is
5 within the “ballpark” of reasonableness, and that preliminary settlement approval is appropriate. (*Id.*)

6 Indeed, the Net Settlement Amount available for settlement payments is no less than **\$94,316.67**
7 for an estimated Class size of **160 individuals**.² (*Id.* at ¶ 29.) As a result, it is estimated each
8 Participating Class Member is eligible to receive an average benefit of approximately **\$589.48** prior to
9 tax withholdings on the wage portion of payments. (*Id.*) Considering Class Members’ average hourly
10 rate is \$21.56, the average benefit is approximately **27.34 hours of work**. (*Id.*) Additionally, it is
11 estimated there are **76 Aggrieved Employees** who are each eligible to receive an estimated average of
12 **\$115.13** from the total Individual PAGA Payments of \$8,750.00, which results in an estimated **PAGA**
13 **Pay Period value of \$3.76** based on the estimated 2,326 PAGA Pay Periods during the PAGA Period.
14 (*Id.*) The actual amounts to Participating Class Members and Aggrieved Employees will vary based on
15 each individual’s duration of work during the Class Period or PAGA Period, respectively; thus, those
16 who worked longer for Defendant during the relevant period will receive a benefit greater than the
17 average estimated amount. (*Id.*) The high and low range of payments to Class Members will be
18 calculated by the Administrator following preliminary approval and receipt and processing of the Class
19 Data and will be provided to the Court in a motion for final approval. (*Id.*)

20 **3. Class Counsel Have Extensive Experience in Class Action and PAGA** 21 **Litigation**

22 The Settlement negotiations were conducted by highly capable and experienced counsel. (*Id.* at
23 ¶¶ 35–51.) Class Counsel have a strong record of vigorous and effective advocacy for their clients and
24 are experienced in handling complex wage and hour class action litigation. (*Id.* at ¶¶ 35-51.) Although
25

26 ² The Net Settlement Amount is at least \$250,000.00 less the following: \$5,000.00 for the
27 Class Representative Enhancement Payment, \$5,000.00 for the Class Representative General Release
28 Payment, \$7,350.00 for the Administration Expenses Payment, \$25,000.00 for the PAGA Penalties
to the LWDA and to Aggrieved Employees, \$83,333.33 for Class Counsel’s attorneys’ fees, and up
to \$30,000.00 for Class Counsel’s litigation costs. (Settlement, ¶¶ 1.29, 3.)

1 Plaintiff and her counsel were prepared to try the claims alleged in the litigation, they support the
2 proposed Settlement as being in the best interest of the Class. (*Id.* at ¶¶ 11, 16.)

3 **B. The Proposed Class Notice of Settlement Should Be Approved**

4 The proposed Class Notice, in the form attached to the Settlement as Exhibit A, should be
5 approved for dissemination to the Class. The Class Notice informs the Class of the terms of the
6 Settlement and of their rights to be excluded from or object to the Settlement. (Settlement, Ex. A.)
7 Accordingly, the proposed Class Notice meets all the requirements of rule 3.769(f) of the California
8 Rules of Court. (Cal. Rules of Court, rule 3.769(f).)

9 **C. The Proposed Attorneys' Fees and Costs Are Reasonable**

10 Subject to Court approval, the Settlement Agreement provides for attorneys' fees payable to
11 Class Counsel in an amount up to one-third of the Gross Settlement Amount (currently estimated to be
12 \$83,333.33) for Class Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs
13 not to exceed \$30,000.00. (Settlement, ¶ 3.2.2.) These amounts are disclosed to Class Members in the
14 proposed Class Notice and are reasonable. (*Id.* at Ex. A.)

15 **1. Counsel Will Request a Fees Award Based On the "Common Fund" Method**

16 California courts have long awarded attorneys' fees as a percentage of the benefit created by
17 counsel in pursuing claims on behalf of a class. (*See, e.g., Serrano v. Priest* (1977) 20 Cal.3d 25.) The
18 California Supreme Court has held, "when a number of persons are entitled in common to a specific
19 fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or
20 preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund."
21 (*Id.* at p. 34.)

22 Class Counsel will seek an award of attorneys' fees on the "percentage of recovery/common
23 fund" theory. (Moon Decl., ¶ 57.) The purpose of this approach is to "spread litigation costs
24 proportionately among all the beneficiaries so that the active beneficiary does not bear the entire burden
25 alone." (*Vincent v. Hughes Air W., Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of*
26 *California* (1975) 15 Cal.3d 162, the California Supreme Court stated, "one who expends attorneys'
27 fees in winning a suit which creates a fund from which others derive benefits, may require those passive
28 beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in *City and County of*

1 *San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the
2 common fund doctrine has been applied “consistently in California when an action brought by one
3 party creates a fund in which other persons[] are entitled to share.” (*Id.* at pp. 110–11 [pincite omitted].)

4 The California Supreme Court recently affirmed in *Laffitte v. Robert Half International Inc.*
5 (2016) 1 Cal.5th 480 that, “when class action litigation establishes a monetary fund for the benefit of
6 the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund,
7 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
8 fund created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage
9 method—including relative ease of calculation, alignment of incentives between counsel and the class,
10 a better approximation of market conditions in a contingency case, and the encouragement it provides
11 counsel to seek an early settlement and avoid unnecessarily prolonging the litigation[]—convince us
12 the percentage method is a valuable tool that should not be denied our trial courts.” (*Id.* [internal
13 citations omitted].) This line of legal authority supports a request for attorneys’ fees based on the
14 percentage of recovery/common fund method.

15 **2. The Requested Fee Award Is in Line with Typical Cases**

16 According to a leading treatise on class actions: “No general rule can be articulated on what is
17 a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable
18 fee award from a common fund in order to assure that the fees do not consume a disproportionate part
19 of the recovery obtained for the class, although somewhat larger percentages are not unprecedented.”
20 (Newberg, *Newberg on Class Actions* (3rd ed. 1992) § 14.03.) Attorneys’ fees that are fifty percent of
21 the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in
22 cases where the settlement is relatively small. (*Id.*; see also *Van Vranken v. Atlantic Richfield Co.* (N.D.
23 Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases where 30–50% was awarded involved
24 “smaller” settlement funds of under \$10 million].)

25 Here, Class Counsel request fees equal to one-third of the Gross Settlement Amount, which is
26 in line with the prevailing guidelines established in California case law and academic literature and is
27 consistent with awards in California. (*Compare Settlement*, ¶ 3.2.2, with *Chavez v. Netflix, Inc.* (2008)
28 162 Cal.App.4th 43, 66, n.11 [“Empirical studies show that, regardless whether the percentage method

1 or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)
2 Accordingly, Plaintiff requests the Court preliminarily approve their counsel’s ability to request
3 attorneys’ fees as negotiated by the Parties.

4 **3. This Matter Involves a “Fee-Shifting” Provision of the Labor Code**

5 Labor Code sections 218.5, 226, 1194, 2699, and 2802 provide for the recovery of reasonable
6 fees and costs of suit, for the claims made in this action. (Lab. Code §§ 218.5, 226, 1194, 2699(k)(1),
7 2802(d).) Under these sections, Plaintiff would be permitted to recover her actual attorneys’ fees, even
8 if those fees were larger than the total class recovery at the conclusion of this case. (*Id.*) This Settlement
9 is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and
10 resources facing Defendant while at the same time rewarding Class Counsel for their decision to assume
11 risk by taking on this matter. (*See* Moon Decl., ¶ 28.) In fact, prosecution of this action involved
12 significant financial risk for Class Counsel as they undertook this matter solely on a contingent basis,
13 with no guarantee of recovery. (*Id.* at ¶¶ 55–60.) Once Counsel undertook this litigation on behalf of
14 the Class, they committed to pursue it to its conclusion, placing their fiduciary duty to the Class ahead
15 of all other concerns. (*Id.* at ¶ 57.)

16 **4. Counsel’s Experience, Reputation, and Ability Support the Requested Fees**

17 As demonstrated by their past experience in pursuing class actions on behalf of consumers and
18 employees, Class Counsel possess considerable expertise in litigating class actions. (*Id.* at ¶¶ 35–51.)
19 Class Counsel have been involved as lead counsel or co-counsel in numerous class actions that resulted
20 in millions in recovery. (Moon Decl., ¶¶ 35-51.) Because it is reasonable to compensate Class Counsel
21 commensurate with their skill, reputation, and experience, the requested fee award is supported here.

22 Class Counsel’s experience in wage and hour class actions was integral in evaluating the
23 strengths and weaknesses of the case against Defendant and the reasonableness of the settlement.
24 (Moon Decl., ¶ 52.) Practice in the narrow field of wage and hour litigation requires skill and knowledge
25 concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of
26 class action litigation. (*Id.*) Based on these and other factors, Class Counsel have frequently received
27 fee awards of this percentage from the gross recovery for the class. (*See id.* at ¶¶ 39, 44, 49.) Therefore,
28 the requested fee award is fair, reasonable, and adequate.

1 **D. The Service Payment to Named Plaintiff Is Reasonable**

2 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
3 compensate them for the expense or risk they have incurred in conferring a benefit on other members
4 of the class.” (*Munoz, supra*, 186 Cal.App.4th at p. 412.) Courts routinely grant approval of class action
5 settlement agreements containing enhancements for the class representatives, which are necessary to
6 provide incentive to represent the class and are appropriate given the benefit the class representatives
7 help to bring about for the class. (*See Rodriguez v. W. Publ’g Corp.* (9th Cir. 2009) 563 F.3d 948, 958–
8 59.)

9 Service awards are particularly important to plaintiffs in wage and hour cases because they
10 promote the important public policies underlying the wage and hour laws. This strong policy is codified
11 in California Labor Code section 90.5, which provides, “[i]t is the policy of this state to vigorously
12 enforce minimum labor standards in order to ensure employees are not required or permitted to work
13 under substandard unlawful conditions . . .” (Lab. Code § 90.5.) Nonetheless, the California Supreme
14 Court has noted that “retaliation against employees for asserting statutory rights under the Labor Code
15 is widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.*
16 (2007) 42 Cal.4th 443, 460–61.) In this context, class representatives should be rewarded for assuming
17 the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.* (W.D.N.Y.
18 2005) 228 F.R.D. 174, 187.)

19 Under the Settlement here, subject to the Court’s approval, a Class Representative Enhancement
20 Payment will be paid to Plaintiff in an amount up to \$5,000.00. (Settlement, ¶ 3.2.1.) This payment is
21 in recognition of Plaintiff initiating the Action and providing services in support of the Action. (*Id.* at
22 ¶ 1.15.) The Settlement also provides for a Class Representative General Release Payment of up to
23 \$5,000.00 in exchange for Plaintiff’s general release of claims against Defendant, including a waiver
24 of her rights under California Civil Code section 1542. (*Id.* at ¶¶ 1.16, 3.2.1, 5.1.) Plaintiff has devoted
25 substantial time and effort to assisting counsel in this case, including providing information and
26 documents regarding her employment, identifying potential witnesses, communicating with counsel
27 throughout the litigation, and making herself available to assist counsel during the mediation session.
28 (Moon Decl., ¶¶ 31–34; Plaintiff Decl., ¶¶ 12–23.) Plaintiff estimates that she has spent approximately

1 30 hours working on this case to date and expects to devote additional time through final approval and
2 distribution of the settlement proceeds. (Plaintiff Decl., ¶ 23.) The requested payments are fair and
3 reasonable, particularly considering the substantial benefits Plaintiff generated for all Class Members.
4 (Moon Decl., ¶¶ 24–34.)

5 When compared with the amounts awarded in typical class action cases, the amount requested
6 here is particularly reasonable. A 2006 study examining the average incentive award given to class
7 action plaintiffs from 1993 to 2002 found that the “average award per class representative was \$15,992
8 and the median award per class representative was \$4357.” (Eisenberg & Miller, *Incentive Awards to*
9 *Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303, 1307–08.) The same study
10 found that named plaintiffs in employment discrimination class actions received an average award of
11 \$69,850 and a median award of \$31,081, while named plaintiffs in other employment class actions
12 received an average award of \$12,121 and a median award of \$13,059. (*Id.* at p. 1333.) The authors of
13 the study found that higher awards in employment cases reflected the “courts’ wish to make
14 representative plaintiffs whole by compensating them for the high costs of their service to the class,
15 including risks of stigmatization or retaliation on the job.” (*Id.* at p. 1308.)

16 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED**

17 **A. Legal Standard**

18 The proposed Settlement Class is well suited for class certification. All of the claims derive
19 from a core set of alleged violations of California’s wage and hour laws and regulations. (Moon Decl.,
20 ¶¶ 5-6.) For the reasons set forth more fully below, the Class, for purposes of Settlement, satisfies the
21 prerequisites for certification under Code of Civil Procedure section 382. (Code Civ. Proc. § 382.)
22 Section 382 provides that “when the question is one of a common or general interest, of many persons,
23 or when the parties are numerous, and it is impracticable to bring them all before the court, one or more
24 may sue or defend for the benefit of all.” (*Id.*) There are two requirements to section 382: “(1) there
25 must be an ascertainable class[]; and (2) there must be a well defined community of interest in the
26 questions of law and fact involved affecting the parties to be represented.” (*Daar v. Yellow Cab Co.*
27 (1967) 67 Cal. 2d 695, 704 [internal citations omitted].) To clarify these requirements, the California
28 Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the community-of-

1 interest requirement itself embodies three factors: “(1) predominant common questions of law or fact;
2 (2) class representatives with claims or defenses typical of the class; and (3) class representatives who
3 can adequately represent the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal. 3d 462, 470.)

4 California law and policy favor the fullest and most flexible use of the class action device. (*Id.*
5 at pp. 469–73.) Indeed, “Courts long have acknowledged the importance of class actions as a means to
6 prevent a failure of justice in our judicial system” particularly where the rights of consumers are at
7 issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to the appropriateness of
8 class treatment should be resolved in favor of certification. (*Richmond, supra*, 29 Cal.3d at pp. 473–
9 75.)

10 **B. Plaintiff Maintains that the Criteria for Class Certification Are Satisfied**

11 **1. The Class Is Ascertainable and Numerous**

12 When determining whether a class is ascertainable, California courts focus on the following
13 three factors: “(1) the class definition, (2) the size of the class and (3) the means of identifying class
14 members.” (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Here, the proposed Class that Plaintiff
15 seeks to represent is ascertainable because (1) the Class definition is sufficiently precise, (2) the Class
16 consists of approximately 160 individuals, and (3) Class Members can be readily identified by
17 reviewing Defendant’s Class Data and employment records. (Settlement, ¶¶ 1.5, 1.9, 4.1.) Plaintiff
18 maintains there is an easily ascertainable Class defined by objective and precise criteria. (*Id.*) Because
19 Class Members are identified using specific criteria in the regular business records of Defendant—their
20 employment by Defendant in California, non-exempt classification, and actual work during the Class
21 Period—the Class is ascertainable. (*See Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959–
22 60 [class membership defined by ownership of product that is the subject of the lawsuit is sufficient to
23 make the class ascertainable].)

24 “The requirement of Code of Civil Procedure section 382 that there be ‘many’ parties to a class
25 action suit is indefinite and has been construed liberally.” (*Rose v. City of Hayward* (1981) 126
26 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’ persons, an action may be
27 maintained as a class action even where the parties are numerous and it is in fact practicable to join
28 them all.” (*Id.*) “No set number is required as a matter of law for the maintenance of a class action.”

(*Id.*) “Thus, our Supreme Court has upheld a class representing the 10 beneficiaries of a trust in an action for removal of the trustees.” (*Id.* [citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d 574]; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a class of 9 plaintiffs and 35 members].) Therefore, numerosity is plainly satisfied.

2. There Are Many Common Issues of Law and Fact Which Predominate

To satisfy the community of interest requirement, Parties must show (1) common questions of law and fact that predominate over individual issues, (2) class representatives have claims or defenses typical of the class, and (3) class representatives adequately represent the class. (*Dunk, supra*, 48 Cal.App.4th at p. 1806.) This inquiry tests whether proposed classes are sufficiently cohesive to rationally warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191 Cal.App.3d 605, 611–12.)

Here, Plaintiff’s claims satisfy all three requirements. The employment practices at issue include whether Defendant: had legally compliant policies and practices to pay employees all minimum and overtime wages owed; had legally compliant policies and practices to provide employees with and authorize meal and rest periods; had legally compliant policies to reimburse employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties; paid all wages to employees during employment and at the time of termination; intentionally failed to pay all final wages; provided inaccurate itemized wage statements; engaged in unfair business practices; and violated civil penalty provisions recoverable under PAGA. (Moon Decl., ¶¶ 5-6.) Plaintiff contends the factual and legal issues are the same for all Class Members, including Plaintiff, and further, that all Class Members suffered from and seek redress for the same alleged injuries. (Plaintiff Decl., ¶¶ 3–8.) Considering Class Members would need to prove the same issues of law and fact to prevail, and their legal remedies are identical, it would be preferable to resolve all claims through a settlement agreement than to force each Class Member to litigate their own individual claims. Thus, the Court should grant conditional class certification for settlement purposes because common questions of law and fact predominate over any individual questions within the Class.

1 **3. Plaintiff’s Claims Are Typical of the Claims of the Class**

2 The typicality requirement does not focus on the individual characteristics or circumstances of
3 the representative plaintiff compared to those of the remainder of the class, but rather, upon the
4 typicality of the proposed representative’s claims as they relate to the defendant’s conduct and
5 activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 [“The only requirements a re [sic] that
6 common questions of law and fact *predominate* and that the class representative be *similarly* situated”
7 vis-à-vis the class.] [emphasis in original].) A representative plaintiff’s claims are typical of the class
8 if they arise from the same event, practice, or course of conduct, and if the claims rest on the same legal
9 theories. (*Id.*) That is precisely the case here. Plaintiff is a former employee of Defendant; as such, she
10 alleges he was subject to the same policies and practices as other similarly situated employees. (Plaintiff
11 Decl., ¶¶ 2, 5.)

12 **4. Plaintiff and Her Counsel Meet the Adequacy Requirement**

13 The adequacy of representation requirements is met by fulfilling two conditions: (1) a named
14 plaintiff must be represented by counsel qualified to conduct the pending litigation, and (2) a named
15 plaintiff’s interests cannot be antagonistic to those of the class. (*McGhee v. Bank of Am.* (1976) 60
16 Cal.App.3d 442, 450.) Here, all requirements are met. Plaintiff retained counsel with extensive
17 experience in prosecuting complex class actions, including similar class actions that previously settled.
18 (Moon Decl., ¶¶ 35–51.) With their experience, Class Counsel unquestionably are “qualified,
19 experienced and generally able to conduct the proposed litigation.” (*Miller, supra*, 148 Cal.App.3d at
20 p. 874.) In addition, Plaintiff has no known conflicts, and Plaintiff has litigated this case and diligently
21 reviewed the settlement terms, showing dedication. (Plaintiff Decl., ¶¶ 9–22.) Plaintiff’s willingness to
22 serve as the representative demonstrates her serious commitment to bringing about the best results
23 possible for the Class. (*Id.* at ¶¶ 12-22.)

24 **5. A Class Action Is Superior to a Multiplicity of Litigation**

25 Finally, in making its class certification decision, the Court must determine that a class action
26 would be superior to alternative means for the fair and efficient adjudication of the litigation. (*See*
27 *Leyva v. Medline Indus. Inc.* (9th Cir. 2013) 716 F.3d 510, 514–15.) By consolidating many potential
28 individual actions into a single proceeding, this Court’s use of the class action device enables it to

1 manage this litigation in a manner that serves the economics of time, effort, and expense for the litigants
2 and the judicial system. (*Id.*) Absent class treatment, similarly situated employees with small, but
3 nevertheless meritorious, claims for damages would, as a practical matter, have no means of redress
4 because of the time, effort, and expense required to prosecute individual actions. (*Id.* at p. 515; *Gentry*,
5 *supra*, 42 Cal.4th at pp. 457–62.) Moreover, in the context of settlement, the superiority concerns are
6 essentially non-existent. (*See generally, e.g., Stamburgh, supra*, 62 Cal.App.3d.)

7 **V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND**

8 **A. The Proposed Class Notice Plan Satisfies Due Process**

9 Class Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
10 rule 3.766(e)–(f).) California law vests the Court with broad discretion in fashioning an appropriate
11 notice program. (*Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 970, 973–74.) There is no statutory or
12 due process requirement that all Class Members receive actual notice, but in this matter, the Class
13 Members will receive direct notice by first-class U.S. Mail. (Settlement, ¶ 7.5.) As the Court of Appeals
14 has explained, “[t]he notice given should have a reasonable chance of reaching a substantial percentage
15 of the Class Members . . .” (*Cartt*, 50 Cal.App.3d at p. 974.) In this case, notice of the proposed
16 Settlement will be provided by direct mailing, the best possible form of notice under the circumstances.
17 (Settlement, ¶ 7.5.)

18 **B. The Class Notice Is Accurate and Informative**

19 The proposed Class Notice should be approved. It will be disseminated by first-class U.S. Mail
20 to the current address of each Class Member identified in the Class Data. (*Id.* at ¶ 7.5.) It informs Class
21 Members of the terms of the Settlement and their right to request exclusion from the Class Settlement.
22 (*Id.* at ¶ 7.6, Ex. A.) Participating Class Members who wish to object to the proposed Settlement will
23 also have the opportunity to submit written Objections and/or appear at the Final Approval Hearing
24 and verbally object to the Settlement or any term thereof. (*Id.* at ¶ 7.9, Ex. A.)

25 The Class Notice also fulfills the requirement of neutrality in class notices. (Newberg, Newberg
26 on Class Actions (3rd ed. 1992) § 8.39.) It summarizes the proceedings to date and the terms and
27 conditions of the Settlement in an informative and coherent manner. (Settlement, Ex. A.) It makes clear
28 the Settlement does not constitute an admission of liability by Defendant, who denies all liability, and

1 it recognizes that this Court has not ruled on the merits of the action. (*Id.*) It also states that the final
2 approval decision has yet to be made, and provides the date, time, and location of the Final Approval
3 Hearing. (*Id.*) Accordingly, the Class Notice complies with the standards of fairness, completeness, and
4 neutrality required of a combined settlement-certification class notice.

5 **VI. CONCLUSION**

6 For the foregoing reasons, Plaintiff respectfully requests the Court grant this motion, enter the
7 proposed order submitted herewith regarding preliminary approval, and set a final approval hearing no
8 earlier than 120 days from the preliminary approval order.

9
10 Respectfully submitted,

11 Dated: September 18, 2026

MOON LAW GROUP, PC

12
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