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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

LORELAI ANSIS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

PREMIER SENIOR CARE GROUP
CORPORATION, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV097081

*Assigned for all purposes to:
Hon. Somnath Raj Chatterjee
Dept. 21*

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

PRELIMINARY APPROVAL HEARING

Date: April 21, 2026

Time: 2:30 p.m.

Dept: 21

Reservation #: 321683067797

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

2 **PLEASE TAKE NOTICE** that on **April 21, 2026 at 2:30 p.m.**, in the Alameda County
3 Superior Court, located at 1225 Fallon Street, Oakland, CA 94612, pursuant to California Code of
4 Civil Procedure § 382 and California Rules of Court, Rule 3.769, *et seq.*, Plaintiff Lorelai Ansis
5 (“Plaintiff”) on behalf of herself, the State of California, as a private attorney general, and on behalf
6 of all others similarly situated, will and hereby does move the Court for an Order granting
7 preliminary approval of the proposed class action and PAGA settlement on the terms and
8 conditions set forth in the Class Action and PAGA Settlement Agreement (“Settlement” or
9 “Settlement Agreement”) between Plaintiff and Defendant Premier Senior Care Group,
10 Corporation (“Defendant,” and together with Plaintiff, the “Parties”), a copy of which is attached
11 to the Declaration of Arrash T. Fattahi as **Exhibit 2**. Plaintiff further moves the Court for an Order:

- 12 1. Granting preliminary approval of the proposed Settlement Agreement;
- 13 2. Conditionally certifying the proposed Class for settlement purposes only pursuant to
14 California Code of Civil Procedure section 382 and California Rules of Court, rule
15 3.769;
- 16 3. Approving the proposed Class Notice and the plan for distribution of the Class Notice;
17 as provided by the Settlement Agreement;
- 18 4. Appointing Plaintiff Lorelai Ansis as class representative for settlement purposes;
- 19 5. Appointing Plaintiff’s Counsel, John G. Yslas, Arrash T. Fattahi, Lisa B. Iturriaga, and
20 Arman A. Salehi of Wilshire Law Firm, PLC, as Class Counsel for settlement purposes;
- 21 6. Appointing APEX Class Action Administration (“APEX”) as the Settlement
22 Administrator and authorizing APEX to send notice of the Settlement to the Class
23 Members and proceed as provided by the Settlement Agreement;
- 24 7. Approving the proposed deadlines for the notice and administration process as
25 reflected in this Motion and in the Settlement Agreement; and
- 26 8. Scheduling a Final Approval Hearing.

27 Pursuant to California Rules of Court 3.769(d) and (e), the Motion for Preliminary
28 Approval of Class Action and PAGA Settlement (“Motion”) is made on the grounds that the

1 proposed Settlement Agreement satisfies all criteria for preliminary approval under California law
2 and falls well within the range of reasonableness; the Agreement was reached through informed,
3 arms-length bargaining between experienced attorneys, and Plaintiff and Class Counsel will fairly
4 and adequately represent the Class Members.

5 The Motion will be based upon this notice, the attached memorandum of points and
6 authorities, the [Proposed] Order Granting Preliminary Approval, the accompanying declarations,
7 filed concurrently herewith, the records and files in this action, and any other further evidence or
8 argument that the Court may properly receive at or before the hearing.

9
10 Respectfully submitted,

11 Dated: March 27, 2026

WILSHIRE LAW FIRM, PLC

12 By: *Lisa Iturriaga*

13 John G. Yslas
14 Arrash T. Fattahi
15 Lisa B. Iturriaga
16 Arman A. Salehi

17 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Lorelai Ansis (“Plaintiff”) seeks preliminary approval of a proposed \$375,000.00
4 non-reversionary, wage and hour class action settlement with Defendant Premier Senior Care Group,
5 Corporation (“Defendant,” and together with Plaintiff, the “Parties”). This motion for preliminary
6 approval is unopposed. The Settlement will provide substantial monetary payments to approximately
7 200 class members. And, as set forth more fully below, the proposed Settlement satisfies all the
8 criteria for settlement approval under California law. The Settlement was reached after extensive
9 investigation, discovery, and negotiations. The negotiations were at arm’s length and were facilitated
10 by an experienced class action mediator, Monique Ngo-Bonnici, Esq., over the course of a full day
11 of mediation. After extensive negotiations and discussions regarding the strengths and weaknesses
12 of Plaintiff’s claims and Defendant’s defenses, the Parties reached a settlement. As discussed below,
13 the proposed Settlement satisfies all criteria for preliminary settlement approval under California law
14 and falls within the range of reasonableness. Accordingly, Plaintiff respectfully requests that the
15 Court preliminarily approve the proposed Settlement, certify the proposed settlement class, approve
16 the proposed notice, and set a final approval hearing.

17 **II. SUMMARY OF THE LITIGATION AND SETTLEMENT**

18 **A. Plaintiff’s Claims**

19 This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab.
20 Code §§ 2699, *et seq.*) representative action. Plaintiff and putative class members worked as
21 non-exempt, hourly-paid employees for Defendant in the state of California during the Class
22 Period. (Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary
23 Approval of Class Action and PAGA Settlement [“Fattahi Decl.”], ¶ 2.) Defendant operates an
24 assisted living facility for the elderly that does business as Fremont Village in California. (*Id.*)

25 Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour practices resulted
26 in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked. Plaintiff
27 further alleges that Defendant failed to provide employees with legally compliant meal and rest
28 periods, and Defendant failed to reimburse business expenses. Based on these allegations, Plaintiff

1 asserts related claims for failure to provide accurate wage statements, failure to pay all final wages
2 at termination, unfair business practices, and civil penalties under PAGA. (*Id.* at ¶ 3.)

3 On October 23, 2024, Plaintiff filed a putative wage and hour class action complaint
4 against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay
5 overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
6 periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate
7 itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) violation
8 of Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). (Fattahi Decl., ¶ 4.)
9 On November 19, 2024, Plaintiff sent a notice to Defendant and the California Labor &
10 Workforce Development Agency (“LWDA”) alleging similar wage and hour violations
11 pursuant to the PAGA. (*Id.*) On January 24, 2025, Plaintiff filed a First Amended Class Action
12 Complaint adding a cause of action under the PAGA. (*Id.*)

13 **B. Discovery and Investigation**

14 Following the filing of the initial complaint, the Parties exchanged documents and
15 information before mediating this action. (Fattahi Decl., ¶ 5.) Defendant produced a sampling
16 of timekeeping and pay records for the class members. (*Id.*) Defendant also provided a
17 significant number of documents of its wage and hour policies and practices during the class
18 and PAGA periods, exemplar wage statements, Plaintiff’s personnel file, information regarding
19 the total number of current and former employees, and total number of workweeks and pay
20 periods during the relevant period, and other requested information in its informal discovery
21 responses. (*Id.*)

22 After reviewing documents regarding Defendant’s wage and hour policies and practices
23 and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to evaluate
24 the probability of class certification, success on the merits, and Defendant’s maximum monetary
25 exposure for all claims. (*Id.* at ¶ 6.) Class Counsel also investigated the applicable law regarding
26 the claims and defenses asserted in the litigation. (*Id.*) Class Counsel reviewed these records
27 and utilized an expert to prepare a damages analysis prior to mediation. (*Id.*)
28

1 **C. Settlement Negotiations**

2 On September 17, 2025, the Parties participated in a private mediation with experienced
3 class action mediator, Monique Ngo-Bonnici, Esq. (*Id.* at ¶ 7.) The settlement negotiations were
4 at arm’s length and, although conducted in a professional manner, were adversarial. The Parties
5 went into the mediation willing to explore the potential for a settlement of the dispute, but each
6 side was also prepared to litigate their position through trial and appeal if a settlement had not
7 been reached. (*Id.*) After extensive negotiations and discussions regarding the strengths and
8 weaknesses of Plaintiff’s claims and Defendant’s defenses, the Parties reached a settlement, the
9 material terms of which are encompassed within the Settlement. (*Id.* at ¶ 8, **Ex. 2** [Class Action
10 and PAGA Settlement Agreement].) The Parties spent the next several months negotiating the
11 terms of the Settlement, which was finalized in March of 2026. (*Id.*) The negotiations were
12 adversarial, conducted at arm’s length and tempered by the efforts of both sides to serve the
13 interests of their clients.

14 Class Counsel has conducted a thorough investigation into the facts of this case. Based
15 on the Parties’ informal exchange of documents and information and Class Counsel’s own
16 independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is
17 fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in
18 light of all known facts and circumstances, the risk of significant delay, the defenses that could
19 be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.
20 (*Id.* at ¶ 13.)

21 Indeed, the \$375,000.00 Settlement represents approximately **99%** of the **realistic**
22 **maximum recovery** of \$378,933.70. (*Id.* at ¶ 22.) Although Class Counsel estimated that
23 Defendant’s maximum potential liability for all claims was approximately \$3.96 million, when
24 the risk of prevailing at certification and trial are factored into the equation, Class Counsel
25 believes that Defendant’s realistic exposure was approximately \$378,933.70, meaning the
26 Settlement achieves a significant recovery. (*Id.* at ¶¶ 13-26.) Considering the risk and
27 uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class.
28 (*Id.* at ¶ 22.) Indeed, because of the proposed Settlement, class members will receive timely,

1 guaranteed relief and will avoid the risk of an unfavorable judgment. (*Id.*)

2 **D. Key Terms of the Proposed Settlement**

3 The Settlement's key terms include:

4 1. Settlement Class Definition: For settlement purposes only, the Parties agree to the
5 certification of a class pursuant to California Code of Civil Procedure § 382 defined as: "all
6 individuals employed by Defendant as non-exempt, hourly-paid employees in the State of
7 California at any time between October 23, 2020 through September 17, 2025." (Settlement, §
8 1.4.)

9 2. Class Period: means "the period from October 23, 2020 through September 17, 2025
10 or the date on which no more than 25,300 workweeks are released." (Settlement, § 1.12.)

11 3. Settlement Class Members: means "a member of the Class, as either a Participating
12 Class Member or Non-Participating Class Member (including a Non- Participating Class Member
13 who qualifies as an Aggrieved Employee)." (Settlement, § 1.9.)

14 4. Aggrieved Employees: means "all persons employed by Defendant in California
15 and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA
16 Period (i.e. November 19, 2023 through September 17, 2025.)." (Settlement, § 1.5.)

17 5. PAGA Period: means "the period from November 19, 2023 through the end of the
18 Class Period." (Settlement, § 1.31.)

19 6. Gross Settlement Amount: "Except as otherwise provided by Paragraph 8.1 below,
20 Defendants promise to pay **Three Hundred Seventy-Five Thousand Dollars and Zero Cents**
21 **(\$375,000)** as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this
22 Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions
23 of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount
24 (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
25 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
26 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
27 payment. None of the Gross Settlement Amount will revert to Defendants." (Settlement, § 3.1.)

28 7. California Controller's Office, Unclaimed Property Fund: For any Class Member

1 whose Individual Class Payment check or Individual PAGA Payment check is uncashed and
2 cancelled after the void date, the Administrator shall transmit the funds represented by such checks
3 to the California Controller's Office, Unclaimed Property Fund. (Settlement, § 4.3.3.)

4 8. Release by Participating Class Members: "For the duration of the Class Period, all
5 Participating Class Members, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
7 Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts
8 stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all
9 claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods, or
10 compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or
11 compensation in lieu thereof (5) waiting time penalties; (6) all claims for non-compliant wage
12 statements; (7) failure to timely pay wages; (8) failure to indemnify; and (9) all claims asserted through
13 California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations
14 referenced in the Operative Complaint." (Settlement, § 5.2.) "Except as set forth in Section 5.2 of
15 this Agreement, Participating Class Members do not release any other claims, including claims for
16 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
17 unemployment insurance, disability, social security, workers' compensation, or claims based on
18 facts occurring outside the Class Period." (Settlement, § 5.3.)

19 9. Release by Aggrieved Employees: "For the duration of the PAGA Period, all
20 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
21 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
22 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
23 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including
24 a full release of the following claims: Labor Code §§ 201, 202, 203, 204, 210, 213(d), 226, 226(a),
25 226.3, 226.6, 226.7, 226(e)(2)(B)(iii), 226(e)(l), 226(f), 510, 1174, 1174(d), 1174.5, 1194, 1197,
26 1197.1, 1198, 2699(f)(2), 2802, 2802(a); IWC Wage Orders, section 7, IWC Order, section
27 7(A)(3)." (Settlement, § 5.3.)
28

1 10. PAGA Penalties & PAGA Payment: “PAGA Penalties in the amount of \$20,000.00
2 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA
3 PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.” (Settlement,
4 § 3.2.5.) “The Administrator will calculate each Individual PAGA Payment by (a) dividing the
5 amount of the Aggrieved Employees’ 35% share of PAGA Penalties, \$7,000.00, by the total
6 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period
7 and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.
8 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
9 Individual PAGA Payment.” (Settlement, § 3.2.5.1.) Class Counsel submitted the proposed
10 settlement to the LWDA before filing this Motion for Preliminary Approval. (Fattahi Decl., ¶ 9.)

11 11. Net Settlement Amount & Distribution Formula: The Net Settlement Amount means
12 “the Gross Settlement Amount, less the following payments in the amounts approved by the Court:
13 Payment of Claims Administration Expenses, Class Counsel Fees and Cost Award, Class and PAGA
14 Representatives Service Awards, and the PAGA Payment to the State of California and the Aggrieved
15 Employees. The remainder is to be paid to Participating Class Members as Individual Class
16 Payments.” (Settlement, §§ 1.28., 3.2.) The Net Settlement Amount shall be fully distributed, as
17 follows:

18 “An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the
19 total number of Workweeks worked by all Participating Class Members during the Class
20 Period and (b) multiplying the result by each Participating Class Member’s Workweeks.”
21 (Settlement, § 3.2.4.)

22 12. Tax Allocation: “Tax Allocation of Individual Class Payments. 20% of each
23 Participating Class Member’s Individual Class Payment will be allocated to settlement of wage
24 claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be
25 reported on an IRS W-2 Form. The 80% of each Participating Class Member’s Individual Class
26 Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage
27 Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on
28

1 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
2 employee taxes owed on their Individual Class Payment.” (Settlement, § 3.2.4.1.)

3 13. Class Representative Service Payment: “Class Representative Service Payment to
4 Plaintiff of not more than \$10,000.00 in addition to any Individual Class Payment and any
5 Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member.
6 Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does
7 not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation
8 Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service
9 Payments prior to the Final Approval Hearing. If the Court approves a Class Representative
10 Service Payment less than the amount requested, the Administrator will retain the remainder in the
11 Net Settlement Amount. The Administrator will pay the Class Representative Service Payment
12 using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed
13 on the Class Representative Service Payment.” (Settlement, § 3.2.1.) This payment shall be in
14 addition to the *pro rata* recovery received by Plaintiff as part of the settlement.

15 14. Class Counsel Fees and Costs: “A Class Counsel Fees Payment of up to 35% of the
16 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is
17 currently estimated to be \$131,250.00 and a Class Counsel Litigation Expenses Payment of not
18 more than \$35,000.00. Defendants will not oppose requests for this payment provided it does not
19 exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class
20 Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing.
21 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
22 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
23 Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
24 Plaintiff’s Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or
25 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
26 Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel
27 assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
28 Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies

Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount." (Settlement, § 3.2.2.)

15. Notice of Proposed Class Action Settlement: The Notice sets forth in plain terms, a statement of the case, the terms of the Settlement Agreement, the approximate amount of attorneys' fees, costs, and service payment being sought, and an explanation of how the settlement allocations are calculated. (*See generally* Settlement, Ex. A, Class Notice.) Class Members will be notified by first-class mail of the settlement. (Settlement, § 7.4.2.) APEX Class Action Administration ("APEX"), the proposed Settlement Administrator, will undertake its best efforts to ensure that the notice is provided to the current addresses of class members, including conducting a national change of address search and re-mailing the notice to updated addresses. (*Id.*)

III. DISCUSSION

To prevent fraud, collusion, or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This Court has wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached through arm's-length bargaining; (2) investigation is sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk*, 48 Cal.App.4th at p. 1800.)

In considering whether a settlement is reasonable, the trial court should consider relevant factors, which may include the strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the

1 experience and views of counsel, the presence of a governmental participant, and the reaction of
2 the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
3 Cal.App.4th 116, 128.) In order to approve a class action settlement, the court must satisfy itself
4 that the class settlement is within the “ballpark” of reasonableness. (*Id.* at p. 133.) The record need
5 not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola*
6 *Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not
7 require “an explicit statement of the maximum amount the plaintiff class could recover if it
8 prevailed on all its claims”, but instead, only an “understanding of the amount that is in controversy
9 and the realistic range of outcomes of the litigation.”].)

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

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

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

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

24 The Settlement was reached as a result of extensive negotiations during a mediation with
25 experienced class action employment mediator, Monique Ngo-Bonnici, Esq. (Fattahi Decl., ¶ 7.)
26 The settlement negotiations were at arm’s length and, although conducted in a professional manner,
27 were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a
28 settlement of the dispute, but each side was also prepared to litigate their respective positions

1 through trial and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations and
2 discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses,
3 the Parties reached an agreement. (*Id.* at ¶ 8.)

4 Prior to reaching this settlement, Class Counsel conducted informal discovery concerning
5 the claims set forth in the litigation, such as a sample of class member timekeeping and payroll
6 records, Defendant’s policies and procedures concerning the payment of wages, the provision of
7 meal and rest breaks, and issuance of wage statements, as well as information regarding the number
8 of putative class members and the mix of current versus former employees, the wage rates in effect,
9 and the amount of meal and rest period premium wages paid to class members. (*Id.* at ¶¶ 5-6.) In
10 conjunction with their extensive factual investigation, Class Counsel investigated the applicable
11 law regarding the claims and defenses asserted in the litigation. (*Id.* at ¶ 6.) Thus, Plaintiff and her
12 counsel were able to act intelligently and effectively in negotiating the proposed Settlement.

13 Class Counsel also has considerable experience and has demonstrated competence with
14 litigating wage and hour class actions. (*Id.* at ¶¶ 37-50.) Again, this supports the position that
15 the terms of the Settlement are premised on objective evidence that has been considered and
16 weighed in light of the risks, expenses, and time consumption to both sides of continued
17 litigation of this action.

18 **2. The Settlement Is Fair and Reasonable in Light of the Parties’** 19 **Respective Legal Positions**

20 A settlement is not judged against what might plaintiff recover had he prevailed at trial, nor
21 does the settlement have to provide 100% of the damages sought to be fair and reasonable.
22 (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent
23 and necessary in the settlement process . . . even if the relief afforded by the proposed settlement
24 is substantially narrower than it would be if the suits were to be successfully litigated, this is no
25 bar to a class settlement because the public interest may indeed be served by a voluntary settlement
26 in which each side gives ground in the interest of avoiding litigation.”].)

27 This settlement avoids the risks and the accompanying expense of further litigation. (Fattahi
28 Decl., ¶ 24.) While Plaintiff is confident in the merits of her claims, a legitimate controversy exists

as to each cause of action. (*Id.* at ¶ 23.) Plaintiff also recognizes that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. (*Id.*)

The proposed settlement of \$375,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. (*Id.* at ¶¶ 13-26.) Because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of \$375,000.00 is well within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate. (*Id.*) ***Indeed, each Settlement Class Member is eligible to receive an average net benefit of approximately \$858.48.*** (*Id.* at ¶ 25.)

3. Class Counsel Has Extensive Experience in Class Action Litigation

The settlement negotiations were conducted by highly capable and experienced counsel. Class Counsel have a strong record of vigorous and effective advocacy for their clients and are experienced in handling complex wage and hour class action litigation. (Fattahi Decl., ¶¶ 37-50.) Although Plaintiff and her counsel were prepared to litigate the claims alleged in the litigation, they support the proposed Settlement as being in the best interests of the class.

B. The Proposed Class Notice of Settlement Should Be Approved

Class Members are entitled to the best practical notice under the circumstances. (*Kass v. Young*, 67 Cal. App. 3d 100, 106 (1977).) The purpose of the notice is to give class members sufficient information to decide whether they should accept the benefits offered, opt out and pursue their own remedies, or object to the settlement. (*Trotsky v. Los Angeles Fed. Savings & Loan Assn.*, 48 Cal. App. 3d 143, 151-52 (1975).) The notice must advise class members "that they may be excluded from the class if they so request and that they will be bound by the judgment, whether favorable or not, if they do not request exclusion." (*Kass*, 67 Cal. App. 3d at 106.) In a case such as this involving a significant number of class members, California authorities generally require service of the class notice by mail or similar reliable means. (*Chance v. Super. Ct.*, 58 Cal. 2d 275, 290 (1962); *Cartt v. Super. Ct.*, 50 Cal. App. 3d 960, 972 (1975).)

1 The proposed Notice, in the form attached to the Settlement Agreement, should be approved
2 for dissemination to the class. The Notice informs the class of the terms of the settlement and of
3 their rights to be excluded from the settlement. And if there are class members who wish to object
4 to this proposed class action settlement, they will have the opportunity to file their objections and
5 be heard at the Final Approval Hearing. Accordingly, the proposed Notice meets all the
6 requirements of Rule 3.769(f) of the California Rules of Court.

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

8 Under the Settlement, subject to the Court's approval, the Parties agreed to allocate
9 reasonable attorneys' fees in an amount currently estimated to be \$131,250.00, and up to
10 \$35,000.00 in costs. (Settlement, § 3.2.2.) These amounts are disclosed to all class members in the
11 proposed Notice and are reasonable.

12 **1. Class Counsel Request an Award of Fees Based on the "Common Fund"**
13 **Method**

14 California courts have long awarded attorneys' fees as a percentage of the benefit created
15 by counsel in creating a common fund. The California Supreme Court held that "when a number
16 of persons is entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs
17 for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs
18 may be awarded attorneys' fees out of the fund." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34,
19 quoting *D'Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1.)

20 Class Counsel seeks an award of attorneys' fees on the "percentage of recovery/common
21 fund" theory. The purpose of this approach is to "spread litigation costs proportionally among all
22 the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v.*
23 *Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1995)
24 15 Cal.3d 162, the California Supreme Court stated: "[O]ne who expends attorneys' fees in
25 winning a suit which creates a fund from which others derive benefits may require those passive
26 beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in *City and*
27 *County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized
28 that the common fund doctrine has been applied "consistently in California when an action brought

1 by one party creates a fund in which other persons are entitled to share.” (*Id.* at p. 110.)

2 The California Supreme Court affirmed in *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th
3 480 that, “when class action litigation establishes a monetary fund for the benefit of the class
4 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the
5 court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
6 fund created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage
7 method—including relative ease of calculation, alignment of incentives between counsel and the
8 class, a better approximation of market conditions in a contingency case, and the encouragement
9 it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—
10 convince us the percentage method is a valuable tool that should not be denied our trial courts.”
11 (*Id.* [internal citations omitted].)

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

13 According to a leading treatise on class actions, “[n]o general rule can be articulated on what
14 is a reasonable percentage of a common fund. Usually, 50% of the fund is the upper limit on a
15 reasonable fee award from a common fund in order to assure that the fees do not consume a
16 disproportionate part of the recovery obtained for the class, although somewhat larger percentages
17 are not unprecedented.” (*See Conte & Newberg, Newberg on Class Actions* (3rd Ed.) § 14.03.)
18 Attorneys’ fees that are fifty percent of the fund are typically considered the upper limit, with thirty
19 to forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also*
20 *Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most
21 cases where 30-50 percent was awarded involved “smaller” settlement funds of under \$10 million].)

22 Here, Plaintiff requests attorneys’ fees equal to thirty-five percent (35%) of the Settlement
23 Amount, which is in line with the prevailing guidelines established in California case law and
24 academic literature and is consistent with awards in California. (*See Chavez v. Netflix, Inc.* (2008)
25 162 Cal.App.4th 43, 66, n.11 [“Empirical studies show that, regardless whether the percentage
26 method or the lodestar method is used, fee awards in class actions average around one-third of the
27 recovery.”].) Accordingly, Plaintiff respectfully requests that the Court approve the attorneys’ fees
28 as negotiated by the Parties and requested herein.

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

2 Labor Code § 1194 (a) provides for the recovery of “minimum wage or overtime
3 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Under this
4 section, Plaintiff would be permitted to recover her actual attorneys’ fees, even if those fees were
5 larger than the total class recovery at the conclusion of this case. This settlement is beneficial in
6 that it limits the risk of continued expenses and consumption of time, energy, and resources facing
7 Defendant while at the same time rewarding Class Counsel for their decision to assume risk by
8 taking on this matter. In fact, prosecution of this action involved significant financial risk for Class
9 Counsel. (Fattahi Decl., ¶¶ 35-36.) Class Counsel undertook this matter solely on a contingent
10 basis, with no guarantee of recovery. (*Id.*) Once counsel undertook this litigation on behalf of the
11 Class, Class Counsel committed to pursue it to its conclusion, placing its fiduciary duty to the Class
12 ahead of all other concerns.

13 **4. The Experience, Reputation and Ability of Class Counsel Support the**
14 **Requested Fee Award**

15 As demonstrated by their past experience in pursuing class actions on behalf of consumers
16 and employees, Class Counsel possesses considerable expertise in litigating class actions. (Fattahi
17 Decl., ¶¶ 37-50.) Class Counsel has been involved as lead counsel or co-counsel in several class
18 actions that resulted in millions in recovery. (*Id.*) Because it is reasonable to compensate class
19 counsel commensurate with their skill, reputation and experience, Class Counsel’s requested fee
20 award is supported here.

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

1 **D. The PAGA Allocation is Reasonable**

2 Where settlements negotiate a good faith amount for PAGA penalties and “there is no
3 indication that this amount was the result of self-interest at the expense of other” class members,
4 such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr.
5 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133 at *1, 9.) Courts have approved amounts for
6 PAGA penalties in the range of zero to two percent of the total maximum amount of the Settlement.
7 (*Id.* [approving a PAGA payment of 0.3%, or \$1,500]; *see also Jack v. Hartford Fire Ins. Co.* (S.D.
8 Cal. Oct. 13, 2011) 2011 WL 4899942 at *6 [approving a PAGA payment of 0.25%]; *McKenzie v.*
9 *Fed. Express Corp.* (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124 at *5 [acknowledging that courts
10 approve PAGA claim settlements in the range of zero to two percent of the total settlement].) Here,
11 the amount to be paid to the LWDA is larger than many other PAGA settlement amounts approved
12 by the courts where seemingly nominal amounts were allocated for such claims. (*See, e.g., Zubia*
13 *v. Shamrock Foods Co.* (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX, 2017 WL 10541431,
14 at *14 [approving a PAGA settlement of 0.1%]; *Hopson*, 2008 WL 3385452, at *1 [approving a
15 PAGA settlement of 0.3% or \$1,500]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012)
16 No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *3 [approving a PAGA settlement of
17 0.27%].) Here, the Parties negotiated a good faith amount of \$20,000.00, 65% percent of which
18 (\$13,000.00) will be paid to the LWDA and 35% (\$7,000.00) to be distributed to the Aggrieved
19 Employees. (Settlement, §§ 3.2.5., 3.2.5.1.) The \$20,000.00 allocation equates to 5.3% of the Gross
20 Settlement Amount, which far exceeds amounts that are routinely approved. The Parties negotiated
21 to allocate 5.3% of the Settlement to PAGA penalties in good faith and this amount is reasonable
22 considering that the maximum PAGA penalties were estimated at \$450,000.00 (which assumed
23 \$100 per pay period). (Fattahi Decl., ¶ 21.)

24 **E. The Service Payment to Named Plaintiff Is Reasonable**

25 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
26 compensate them for the expense or risk they have incurred in conferring a benefit on other
27 members of the class.” (*Munoz, supra*, 86 Cal.App.4th at p. 412.) Courts routinely grant approval
28 of class action settlement agreements containing enhancements for the class representatives, which

1 are necessary to provide incentive to represent the class, and are appropriate given the benefit the
2 class representatives help to bring about for the class. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir.
3 2009) 563 F.3d 948, 958-59.)

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

14 Under the Settlement, subject to the Court’s approval, Defendant agreed to pay a Class
15 Representative Service Payment in the amount of \$10,000.00 to Plaintiff. (Settlement, § 3.2.1.)
16 Courts routinely approve a \$10,000 enhancement award for plaintiffs represented by Class
17 Counsel. (*See, e.g., Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) 2021 WL
18 3673845, *3 [“The Court concludes a \$10,000 incentive award is appropriate.”]; *Suarez v. Bank of*
19 *America, National Association* (N.D. Cal., Jan. 11, 2024, No. 18-CV-01202-LB) 2024 WL 150721,
20 at *4 [“The court approves awards of \$10,000 for each class representative.”].) Class Counsel
21 represent that Plaintiff devoted a great deal of time and work assisting counsel in the case,
22 communicated with counsel very frequently for litigation and to prepare for mediation, and was
23 frequently in contact with Class Counsel during the mediation. (Fattahi Decl., ¶¶ 27-31; *see*
24 *generally* Declaration of Lorelai Ansis in Support of Motion for Preliminary Approval of Class
25 Action and PAGA Settlement [“Ansis Decl.”].) This amount is reasonable particularly in light of
26 the substantial benefits Plaintiff generated for all class members. (*Id.*)

27 When compared with the amounts awarded in typical class action cases, the amount
28 requested here is particularly reasonable. Indeed, a 2006 study examining the average incentive

award given to class action plaintiffs from 1993 to 2002 found that the “average award per class representative was \$15,992 and the median award per class representative was \$4,357.” (Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L.Rev. 1303, 1308.) That same study found that named plaintiffs in employment discrimination class actions received an average award of \$69,850 and a median award of \$31,081, while named plaintiffs in other employment class actions received an average award of \$12,121 and a median award of \$13,059. (*Id.* at p. 1334.) The authors of the study found that higher awards in employment cases reflected the “courts’ wish to make representative plaintiffs whole by compensating them for the high costs of their service to the class, including risks of stigmatization or retaliation on the job.” (*Id.* at p. 1308.)

IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

A. Legal Standard

The proposed Settlement Class is well suited for class certification. All of the claims derive from a core set of alleged violations of California’s wage and hour laws and regulations. For the reasons set forth more fully below, for purposes of settlement only, the Class satisfies the prerequisites for certification under California Code of Civil Procedure § 382. Section 382 provides: “when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.” (Code Civ. Proc., § 382.) There are two requirements to section 382: “(1) There must be an ascertainable class; and (2) there must be a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented.” (*Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 704 [citations omitted].) To clarify these requirements, the California Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the community-of-interest requirement itself embodies three factors: “(1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 470.)

California law and policy favor the fullest and most flexible use of the class action device.

(*Id.* at pp. 469-73.) Indeed, “Courts long have acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system” particularly where the rights of consumers are at issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434.) Any doubt as to the appropriateness of class treatment should be resolved in favor of certification. (*Richmond, supra*, 29 Cal.3d at pp. 473-75.)

B. Plaintiff Maintains That the Criteria for Class Certification Are Satisfied for Settlement Purposes.

1. The Class is Ascertainable and Numerous

The proposed class that Plaintiff seeks to represent is easily ascertainable and includes approximately 200 employees of Defendant.

Plaintiff maintains that there is an easily ascertainable class, defined by objective and precise criteria. Because class members are identified using specific criteria in the regular business records of Defendant, i.e., job position, the class is ascertainable. (*Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959-60 [class membership defined by ownership of product that is the subject of the lawsuit is sufficient to make the class ascertainable].)

“The requirement of Code of Civil Procedure section 382 that there be ‘many’ parties to a class action suit is indefinite and has been construed liberally.” (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’ persons, an action may be maintained as a class action even where the parties are numerous and it is in fact practicable to join 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 35 member class.]) Therefore, Plaintiff contends that numerosity is plainly satisfied.

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

The Court should grant conditional class certification for settlement purposes here on the grounds that questions of law and fact common to all class and subclass predominate over any individual questions. This inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191

1 Cal.App.3d 605.)

2 Here, the employment practices at issue are: whether Defendant had legally compliant
3 policies and practices for all hours worked, including overtime wages; whether Defendant had
4 legally compliant policies and practices to provide employees with meal periods; whether
5 Defendant had legally compliant policies and practices authorizing and permitting its employees
6 to take rest periods; whether Defendant reimbursed employees for business expenses; and whether
7 the wage statements were consequently non-compliant. Plaintiff contends that the factual and legal
8 issues are the same for all of the identified class members, including Plaintiff. Further, all class
9 members suffered from, and seek redress for, the same alleged injuries.

10 **3. Plaintiff's Claims Are Typical of the Claims of the Class**

11 The typicality requirement does not focus on the individual characteristics or
12 circumstances of the representative plaintiff compared to those of the remainder of the class,
13 but rather upon the typicality of the proposed representative's claims as they relate to the
14 defendant's conduct and activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 ["[t]he
15 only requirements are that common questions of law and fact predominate and that the class
16 representative be similarly situated" vis-à-vis the class.].) A representative plaintiff's claims
17 are typical of the class if they arise from the same event, practice or course of conduct, and if
18 the claims rest on the same legal theories. (*Id.*) That is precisely the case here. Plaintiff is a
19 current employee of Defendant; as such, she alleges that she was subject to the same policies
20 and practices as other similarly situated employees.

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

22 The adequacy of representation requirements is met by fulfilling two conditions: first, a
23 named plaintiff must be represented by counsel qualified to conduct the pending litigation; second,
24 a named plaintiff's interests cannot be antagonistic to those of the class. (*McGhee v. Bank of*
25 *America* (1976) 60 Cal.App.3d 442, 451.)

26 All of these requirements are met here for settlement purposes. Plaintiff retained counsel
27 with extensive experience in prosecuting complex class actions, including similar class actions that
28 previously settled. (Fattahi Decl., ¶¶ 37-50.) Class Counsel unquestionably is "qualified,

1 experienced and generally able to conduct the proposed litigation.” (*Miller v. Woods* (1983) 148
2 Cal.App.3d 862, 875.) In addition, Plaintiff has no conflicts, and Plaintiff has, with counsel,
3 litigated this case and diligently reviewed the settlement terms, showing her dedication. Plaintiff’s
4 willingness to serve as a representative demonstrates her serious commitment to bringing about
5 the best results possible for the class. (*McGhee, supra*, 60 Cal.App.3d at p. 451.)

6 **5. A Class Action is Superior to a Multiplicity of Litigation**

7 Finally, in making its class certification decision, the Court must determine that a class
8 action would be superior to alternative means for the fair and efficient adjudication of the litigation.
9 By consolidating many potential individual actions into a single proceeding, this Court’s use of the
10 class action device enables it to manage this litigation in a manner that serves the economics of
11 time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly
12 situated employees with small but nevertheless meritorious claims for damages would, as a
13 practical matter, have no means of redress because of the time, effort and expense required to
14 prosecute individual actions. (*Gentry, supra*, 42 Cal.4th at pp. 457-62; *Leyva v. Medline Ind.* (9th
15 Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the superiority concerns are
16 essentially non-existent.

17 **V. THE PROPOSED NOTICE IS CONSTITUTIONALLY SOUND**

18 **A. The Proposed Notice Plan Satisfies Due Process**

19 Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
20 Rule 3.766 (e), (f).) California law vests the Court with broad discretion in fashioning an
21 appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no
22 statutory or due process requirement that all class members receive actual notice, but in this matter,
23 the class members will receive direct mailed notice. As the Court of Appeals has explained, “[t]he
24 notice given should have a reasonable chance of reaching a substantial percentage of the Class
25 Members . . .” (*Id.* at p. 974.) In this case, notice of the proposed settlement will be provided by
26 direct mailing, the best possible form of notice.

27 **B. The Notice is Accurate and Informative**

28 The proposed Notice should be approved. It will be disseminated through direct U.S. first

1 class mail to the last known address for each Class Member. It informs the Class Members of the
2 terms of the Settlement and their right to be excluded from the Settlement. If there are Class
3 Members who wish to object to this proposed class action settlement, they will have the
4 opportunity to file their objections and be heard at the Final Approval Hearing.

5 The Notice also fulfills the requirement of neutrality in class notices. (Conte & Newberg,
6 *Newberg on Class Actions* (3rd Ed.) § 8.39.) It summarizes the proceedings to date and the terms
7 and conditions of the settlement agreement, in an informative and coherent manner. It makes
8 clear that the settlement agreement does not constitute an admission of liability by the
9 Defendant, who denies all liability, and it recognizes that this Court has not ruled on the merits
10 of the action. It also states that the final settlement approval decision has yet to be made. The
11 Notice thus complies with the standards of fairness, completeness, and neutrality required of a
12 combined settlement-certification class notice.

13 **VI. CONCLUSION**

14 The Parties have negotiated a fair and reasonable Settlement of the class claims in light of
15 the risks present in this case. Plaintiff has appropriately presented the materials and information
16 necessary for preliminary approval, and therefore, respectfully request that the Court preliminarily
17 approve the Settlement and schedule a date to conduct the Final Approval Hearing.

18
19
20 Dated: March 27, 2026

Respectfully submitted,

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