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

DERRICK PARKER, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

KRONE AMERICA, LLC, a Delaware
limited liability company; and DOES 1
through 100, inclusive;

Defendants.

Case No.: VCU317703

Assigned for All Purposes to:
Honorable Russell Burke
Department 7

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Douglas Han); and [Proposed] Order filed
concurrently herewith]

Hearing Date: January 26, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department 7

Complaint Filed: February 3, 2025
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on January 26, 2026 at 8:30 a.m., or as soon as the matter
2 may be heard, before the Honorable Gary M. Johnson in Department 7 of the Tulare County
3 Superior Court located at 221 South Mooney Boulevard, Visalia, California 93291, Plaintiff
4 Derrick Parker (“Plaintiff”) will and hereby does move for an order:

- 5 • Granting Preliminary Approval of the class action settlement described herein and
6 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement
7 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the
8 Declaration of Douglas Han, including, and not limited to, the means of allocation
9 and distribution of funds;
- 10 • Approving the Court Approved Notice of Class Action Settlement and Hearing Date
11 for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the Settlement
12 Agreement;
- 13 • Directing the mailing of the Class Notice with a postage-paid return envelope to the
14 Class Members;
- 15 • Approving Phoenix Class Action Administration Solutions as the Administrator;
- 16 • Approving the proposed deadlines for the settlement administration process;
- 17 • Conditionally certifying the Class for settlement purposes only;
- 18 • Appointing Justice Law Corporation as Class Counsel;
- 19 • Appointing Plaintiff as the class representative; and
- 20 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
21 Agreement, at which time the Court will also consider whether to grant Final
22 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
23 Litigation Expenses Payment, Class Representative Service Payment,
24 Administration Expenses Payment, and approval of the allocation of the Private
25 Attorney General Act of 2004 (“PAGA”) Penalties.

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

5
6 Dated: October 31, 2025

JUSTICE LAW CORPORATION

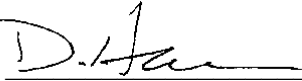
7 By: 
8 Douglas Han
9 *Attorneys for Plaintiff*

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement by Plaintiff on behalf of himself and all hourly-paid, non-exempt employees
4 of Defendant Krone America, LLC (“Defendant”) within the State of California at any time during
5 the period from February 3, 2021, through October 25, 2025 (“Class,” “Class Members,” and “Class
6 Period”). At the time of mediation, the number of Class Members is estimated to be thirty-five (35),
7 which was confirmed by Defendant. (Declaration of Douglas Han In Support of Motion for
8 Preliminary Approval of Class Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

9 **II. BACKGROUND**

10 On November 15, 2024, Plaintiff provided written notice to the California Labor and
11 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit 3.)

12 On February 3, 2025, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
13 Court of California, County of Tulare, alleging nine (9) causes of action. (Han Decl., *supra*, at ¶
14 11; Exhibit 4.)

15 After engaging in discovery, investigations, and negotiations, on August 26, 2025, the
16 Parties attended mediation with the mediator Mike Ludwig, Esq., that resulted in the settlement of
17 this matter. (Han Decl., *supra*, at ¶ 12.)

18 **III. INVESTIGATION/ LITIGATION HISTORY**

19 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

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

24 Prior to the mediation, Defendant produced documents relating to its policies, practices, and
25 procedures. (Han Decl., *supra*, at ¶ 15.) As part of Defendant’s production, Plaintiff reviewed time
26 records, pay records, and information relating to the size and scope of the Class. (*Ibid.*)

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1 Based on the information provided by Defendant, Plaintiff contends – and Defendant denies
2 – Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed
3 to pay employees for all hours worked; (3) failed to include non-discretionary bonuses in
4 employees’ regular rate of pay; (4) failed to reimburse employees for necessary business expenses;
5 (5) issued noncompliant wage statements; and (6) is liable for waiting time penalties. (Han Decl.,
6 *supra*, at ¶¶ 17-24.)

7 **b. The Parties Were Able to Reach an Agreement**

8 **i. The Parties Attended Mediation Which Led to the Settlement**

9 The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 25.)
10 Under the auspices of the mediator, the Parties reached a settlement, the terms of which were
11 memorialized in the Settlement Agreement. (*Id.* at ¶ 25; Exhibits 2, 5.)

12 **ii. The Settlement Was Reached as a Result of Arm’s-Length Negotiations**

13 The Settlement Agreement was reached because of arm’s-length negotiations. (Han Decl.,
14 *supra*, at ¶ 28.) Though cordial and professional, the settlement negotiations have always been
15 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted
16 extensive arm’s-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

17 Plaintiff and Class Counsel recognize the expense and length of additional proceedings
18 necessary to continue the litigation through trial and any possible appeals. (Han Decl., *supra*, at ¶
19 29.) Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation,
20 potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*) Based on the
21 foregoing, Plaintiff and Class Counsel believe that the Settlement is a fair, adequate, and reasonable
22 settlement and is in the best interests of the Class Members. (*Ibid.*)

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

24 The Parties investigated and evaluated the strengths and weaknesses of the claims and
25 defenses before reaching the Settlement and engaged in research and discovery to support the
26 Settlement. (Han Decl., *supra*, at ¶ 30.) The Settlement was only possible following significant
27 investigation and evaluation of the relevant policies and practices, permitting Class Counsel to
28 engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has reached

the stage where the Parties understand “the strength of the case; the reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best possible recovery” sufficient to support the reasonableness, adequacy, and fairness of the Settlement. (Han Decl., *supra*, at ¶ 30; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

c. Terms of the Settlement

i. Deductions from the Settlement

The Parties agreed that (subject to the Court’s approval) this matter be settled and compromised for the non-reversionary sum of \$235,000 (“Gross Settlement Amount”) which includes: (1) Class Counsel Fees Payment up to \$82,250 (35% of the Gross Settlement Amount); (2) Class Counsel Litigation Expenses Payment up to \$15,000; (3) Class Representative Service Payment up to \$10,000; (4) Administration Expenses Payment up to \$10,000; and (5) PAGA Penalties up to \$15,000. (Han Decl., *supra*, at ¶ 26.)

ii. Calculating Settlement Payments

After all Court-approved deductions from the Gross Settlement Amount, it is estimated that \$102,750 (“Net Settlement Amount”) will be paid to the Participating Class Members – with a gross *average* Individual Class Payment estimated at \$2,935.71. (Han Decl., *supra*, at ¶ 27.)

The Participating Class Members will receive a proportionate share of the Net Settlement Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § C(2)(e).) The Individual Class Payments will be allocated twenty percent (20%) to the settlement of wage claims and eighty percent (80%) to the settlement of claims for interests and penalties. (*Ibid.*)

The portion of the PAGA Penalties that is to be paid to each Aggrieved Employee shall be determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § C(2)(d).) The Aggrieved Employees’ portion of the PAGA Penalties will be allocated as one hundred percent (100%) penalties. (*Ibid.*)

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1 **iii. Notice to the Class**

2 No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the
3 Settlement, Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 25;
4 Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class
5 Data, the Administrator will send the Class Notice with a translation to all Class Members identified
6 in the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

7 **iv. Distribution of Funds**

8 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
9 manner set forth in the Settlement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at §§ D(2), D(3).)
10 The uncashed settlement checks will be canceled and transmitted to the California Controller's
11 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

12 **v. Release of Claims**

13 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
14 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the
15 Participating Class Members, on behalf of themselves and their former and present representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from
17 the Released Class Claims. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(2).)

18 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
19 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all the
20 Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to
21 release, on behalf of themselves and their former and present representatives, agents, attorneys,
22 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
23 Claims. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(3).)

24 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
25 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff
26 will provide a release of all claims that were alleged or could have been alleged based on the factual
27 allegations made in the Operative Complaint in exchange for Plaintiff's share of the Net Settlement
28 Amount and Class Representative Service Payment. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at

§ E(1).) Plaintiff will not release any claims for wrongful termination, retaliation, discrimination, or any claims arising under the Fair Employment and Housing Act arising from Plaintiff employment or Plaintiff's separation on November 11, 2024. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(1).) Plaintiff's Release does not extend to any claims or actions to enforce the Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. (*Ibid.*)

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

d. Counsel for Both Parties Are Experienced in Similar Litigation

The Parties' counsel are experienced in wage-and-hour employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations and are experienced and qualified to evaluate the class claims, settlement versus trial on a fully informed basis, and viability of the defenses. (*Ibid.*) This experience instructed Class Counsel on the risks and uncertainties of further litigation and guided their determination to endorse the Settlement Agreement.¹ (*Ibid.*)

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¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Class Notice has been provided to the Class, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval.

1 **IV. ARGUMENT**

2 **a. Class Action Settlements Are Subject to Court Review**

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

7 (a) A settlement or compromise of an entire class action, or a cause of action in
8 a class action, or as to a party, requires the approval of the court after
9 hearing.

10 . . .

11 (b) Any party to a settlement agreement may serve and file a written notice of
12 motion for preliminary approval of the settlement. The settlement
13 agreement and proposed notice to class members must be filed with the
14 motion, and the proposed order must be lodged with the motion.

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

19 **b. The Settlement Is a Reasonable Compromise of Claims**

20 An understanding of the amount in controversy is an important factor in whether the
21 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of
22 the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
23 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
24 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for
25 plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar*, at p. 130; see
26 also *Munoz*, at p. 409.)

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

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

10 **i. The Settlement Amount of \$235,000 Is Fair and Reasonable**

11 The Settlement Agreement was only possible following significant investigation and
12 evaluation of the relevant policies and procedures, as well as the data produced, as referenced in
13 Section III above, permitting Class Counsel to engage in a comprehensive analysis of liability and
14 potential damages. (Han Decl., *supra*, at ¶ 30.)

15 The claims are predicated on the alleged: (1) failure to properly calculate and pay overtime
16 wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and pay
17 applicable premium wages; (4) failure to timely pay wages; (5) failure to issue compliant wage
18 statements; (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation of
19 Business & Professions Code section 17200. (Han Decl., *supra*, at ¶ 31.) Defendant vehemently
20 denies the theories of liability. (*Id.* at ¶ 32.)

21 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
22 to certification are always present. (Han Decl., *supra*, at ¶ 33.) As the California Supreme Court
23 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
24 always a matter of the trial court’s sound discretion. (*Ibid.*) Decisions following *Sav-On Drug*
25 *Stores, Inc.* have reached different conclusions regarding certification of wage-and-hour claims.³
26 (*Ibid.*) Thus, the calculations for potential damages were discounted.

27 _____
28 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification of
class claiming misclassification and ordering summary adjudication in favor of employees], review

1 **ii. The PAGA Penalties of \$15,000 Is Reasonable**

2 The provisions of the Labor Code potentially triggering PAGA penalties include Labor
3 Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a),
4 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han Decl., *supra*, at ¶ 42.)
5 Defendant asserted that, regardless of the results of the underlying causes of action, PAGA penalties
6 are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained that it had a
7 strong argument that it would be unjust to award maximum PAGA penalties given the law’s current
8 unsettled state regarding PAGA penalties. (Han Decl., *supra*, at ¶ 42; *Thurman v. Bayshore Transit*
9 *Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)
10 Furthermore, Defendant argued that when limited to the initial violation, the PAGA penalties would
11 be limited to about **\$2,400** (24 employees x \$100 penalty for initial violation) on the low end and
12 **\$16,800** (24 employees x \$100 penalty for initial violation x 7 theories of recovery) on the high
13 end. (Han Decl., *supra*, at ¶¶ 43-45.)

14 Plaintiff recognized that the risk that any PAGA award could be reduced. (Han Decl., *supra*,
15 at ¶ 46.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*)
16 Allocating \$15,000 to PAGA civil penalties was reasonable given that Defendant is also paying an
17 additional \$220,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in good
18 faith and “there is no indication that [the] amount was the result of self-interest at the expense of
19 other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

20 Considering the defenses, supporting evidence, and position that the case is not suitable for
21 class treatment, the Settlement Agreement is reasonable, adequate, and fair.

22 _____
23 granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for illustrative
24 purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming
25 decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2* (2006) 144
26 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson’s Inc.* (2006) 141
27 Cal.App.4th 1422 [affirming denial of certification].)

28 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims”.)

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$593,935.99** on the low end and around **\$664,534.70** on the high end. (Han Decl., *supra*, at ¶ 47.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$140,678.44	65%	60%	\$19,694.98
Meal Break Premiums	\$51,161.76	55%	50%	\$11,511.40
Overtime/Minimum Wage: Off-the-Clock Work	\$141,145.79 to \$211,744.50	50%	50%	\$35,286.45 to \$52,936.13
Regular Rate	\$14,867.60	25%	45%	\$6,132.89
Unreimbursed Business Expenses	\$33,380	25%	65%	\$8,762.25
Wage Statement Penalty	\$68,400	35%	35%	\$28,899
Waiting Time Penalty	\$144,302.40	35%	35%	\$60,967.76
MAXIMUM TOTAL EXPOSURE	\$593,935.99 to \$664,534.70⁵			\$171,254.73 to \$188,904.41⁶

The total estimated realistic exposure is about **\$171,254.73** on the low end and **\$188,904.41** on the high end. (Han Decl., *supra*, at ¶ 55.) The Gross Settlement Amount is about thirty-five percent (35.36%) of the maximum potential exposure and around one hundred twenty-four percent (124.40%) of the maximum realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance

⁵ (Han Decl., *supra*, at ¶¶ 34-41.)

⁶ (*Id.* at ¶¶ 48-54.)

1 of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is
2 not to be judged against a hypothetical or speculative measure of what might have been achieved
3 by the negotiators”). This settlement is in line with the realistic exposure if Plaintiff had prevailed
4 at trial and provides a significant recovery for the Class Members.

5 **d. Conditional Certification of the Class Is Appropriate**

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

11 The Class is ascertainable and numerous as to make it impracticable to join all Class
12 Members, and there are common questions of law and fact that predominate over any questions
13 affecting any individual Class Member. (Han Decl., *supra*, at ¶ 56.) Plaintiff contends that his
14 claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect
15 the interests of the Class. (*Ibid.*) Plaintiff asserts that the prosecution of separate actions by
16 individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

17 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

18 “Ascertainability is required in order to give notice to putative class members as to whom
19 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
20 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs by
21 describing a set of common characteristics sufficient to allow a member of that group to identify
22 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
23 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
24 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

25 This case involves approximately thirty-five (35) Class Members, meaning that the Class is
26 sufficiently numerous. (Han Decl., *supra*, at ¶ 57.) All the Class Members can and will be identified
27 by the Administrator through a review of Defendant’s employment records regarding hourly-paid,
28 non-exempt persons employed during the Class Period.

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

2 The community of interest requirement “embodies three factors: (1) predominant common
3 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
4 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
5 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
6 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
7 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis
8 in original).) The courts focus on the defendant’s internal policies and “pattern and practice . . . in
9 order to assess whether that common behavior toward similarly situated plaintiffs renders class
10 certification appropriate.” (*Ibid.*) The application of each of these factors is discussed below.

11 **1. Common Issues Predominate**

12 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory of
13 recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v. Department*
14 *of Developmental Services, supra*, 155 Cal.App.4th at p. 690.) In other words, the courts determine
15 whether the elements necessary to establish liability are susceptible to common proof, even if the
16 class members must individually prove their damages. (*Brinker Restaurant Corp. v. Superior Court*
17 (2012) 53 Cal.4th 1004, 1024). These types of claims are regularly granted class certification when
18 the plaintiff can present evidence of common policies. (See e.g. *Jones v. JGC Dallas LLC* (N.D.Tex.
19 Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS 185042 [certified
20 collective action involving 190 dancers]; *Espinoza v. Galardi South Enters.* (S.D.Fla. Jan. 11, 2016,
21 No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS 2904 [court certified class of dancers on
22 state law claims].)

23 Plaintiff asserts that common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 58.) Plaintiff contends that all Class Members were subject to the
25 same or similar employment practices, policies, and procedures described in detail above. (*Ibid.*)

26 **2. Plaintiff’s Claims Are Typical of the Class Claims**

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

1 Plaintiff is a former employee of Defendant and alleges that he and the Class Members were
2 employed by the same company and injured by the common policies and practices related to the
3 claims described above. (Han Decl., *supra*, at ¶ 59.) Plaintiff seeks relief for these claims and
4 derivative claims on behalf of the Class. (*Ibid.*) Thus, the claims arise from the same employment
5 practices and are based on the same legal theories applicable to the Class. (*Ibid.*)

6 **3. Plaintiff Is Adequate to Represent the Class**

7 Plaintiff has proven to be an adequate class representative. (Han Decl., *supra*, at ¶ 60.)
8 Plaintiff conducted himself diligently and responsibly in representing the Class, understands the
9 fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff spent
10 time in meetings and conferences with Class Counsel to provide them with a complete
11 understanding of the work experience and environment. (*Ibid.*) Plaintiff has no interest adverse to
12 the interests of the other Class Members. (*Ibid.*)

13 **4. Class Action Is Superior for the Fair and Efficient Adjudication** 14 **of this Controversy**

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

22 **e. The Settlement Is Fair, Reasonable, and Adequate**

23 In deciding whether to approve a proposed class action settlement under Code of Civil
24 Procedure section 382, the Court must find a proposed settlement is “fair, adequate and reasonable.”
25 (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement
26 is presumed fair under the following circumstances: (1) parties reached settlement after arm’s-
27 length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court
28 to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors

1 is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) All these elements are present.

2 **f. Notice to the Class Complies with Rules of Court, Rule 3.769(f)**

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

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

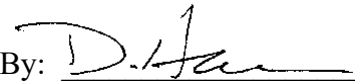
9 The Class Notice meets all these requirements. The Class Notice advises the Class Members
10 of their right to participate in the Settlement, how and when to object to or request exclusion from
11 the Settlement, and date, time, and location of the Final Approval Hearing.

12 **V. CONCLUSION**

13 Plaintiff submits the Settlement is in the best interests of the Class. Under the applicable
14 class action criteria and guidelines, the Settlement should be preliminarily approved, Class should
15 be conditionally certified for settlement purposes, and Class Notice should be approved.

16 Dated: October 31, 2025

JUSTICE LAW CORPORATION

17 By: 
18 Douglas Han
19 Attorneys for Plaintiff

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

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

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

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

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

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

Executed on October 31, 2025, at Pasadena, California.

Maint Andauer

Mariah Anderson