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

FREDDIE BUNCH, ARNULFO LABIOS, and
ASHLEY NICOLE ELLIOTT on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

NAPHCARE U.S., INC., an Alabama
corporation; NAPHCARE OF SAN DIEGO LLC,
a California limited liability company;
NAPHCARE PHARMACY, LLC, an Alabama
limited liability company, NAPHCARE US DE,
LLC, a Delaware limited liability company;
NAPHCARE WHOLESALE DISTRIBUTION,
LLC, an Alabama limited liability company;
NAPHCARE, INC., an Alabama corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00002535-CU-NP-CTL
Assigned to Hon. Judge Matthew C. Braner,
Dept. C-60

Complaint filed: January 19, 2024
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

**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: July 24, 2026
Time: 9:00 a.m.
Dept: C-60

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

2 PLEASE TAKE NOTICE that on July 24, 2026 at 9:00 a.m., in Department C-60 of the
3 San Diego County Superior Court, located at 330 W Broadway San Diego, CA 92101, pursuant to
4 Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq.*, Plaintiffs Arnulfo
5 Labios, Ashley Nicole Elliott, and Freddie Bunch (“Plaintiffs” or “Class Representative”) will
6 move the Court for an Order granting preliminary approval of the proposed \$2,450,000.00 (the
7 “Gross Settlement Amount”) Class Action and PAGA Settlement Agreement(the “Settlement” or
8 “Settlement Agreement”) between Plaintiffs and Defendants NaphCare U.S., Inc., NaphCare of
9 San Diego LLC, NaphCare Pharmacy, LLC, NaphCare US DE, LLC, NaphCare Wholesale
10 Distribution, LLC, and NaphCare, Inc. (“Defendants,” and together with Plaintiffs, the “Parties”)
11 to resolve the wage and hour class action and Private Attorneys General Act (“PAGA”) (Cal. Lab.
12 Code §§ 2699, *et seq.*) representative action between Plaintiffs, on behalf of the Class (defined
13 below), and Defendants (the “Action”). Plaintiffs further moves the Court for an Order:

- 14 1. Granting preliminary approval of the Settlement Agreement;
- 15 2. Certifying the Class, defined as “means all current and former hourly, non-exempt
16 employees employed by Defendants, in the State of California during the Class Period”
17 for settlement purposes. The Class Period is the period from the period from January
18 19, 2020 through the day the Court grants preliminary approval of the Settlement or the
19 Alternative End Date (the “Class Period”);
- 20 3. Approving the proposed class notice (the “Class Notice”) and the plan for distribution
21 of the Class Notice. A true and correct copy of the Class Notice is attached to the
22 Settlement Agreement as **Exhibit A**;
- 23 4. Appointing Plaintiffs Arnulfo Labios, Ashley Nicole Elliott, and Freddie Bunch (as
24 Class Representatives for settlement purposes;
- 25 5. Appointing Plaintiffs’ Tyler Woods, James Yoo, Heriberto Ponce, Alan Wilcox, Lucy
26 Nguyen, Conor Gomez, and Ruby Carrera of Wilshire Law Firm, PLC (“WLF”);
27 Roman Otkupman of Otkupman Law Firm; and Thomas Rist of Rist Law Office, LC.
28

1 as “Class Counsel” for settlement purposes;

2 6. Appointing Phoenix Class Action Administration Solutions as the “Settlement
3 Administrator”; and

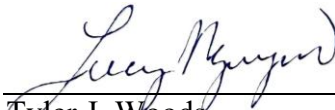
4 7. Scheduling a final approval hearing.

5 The motion will be based upon this Notice, the attached Memorandum of Points and
6 Authorities, the Declarations of Lucy Nguyen (the “Nguyen Declaration” or “Nguyen Decl.”),
7 Arnulfo Labios, Ashley Nicole Elliott, and Freddie Bunch, filed concurrently herewith, the records
8 and files in this action, and any further evidence or argument that the Court may properly receive
9 at or before the hearing.

10 Respectfully submitted,

11 Dated: April 3, 2026

12 WILSHIRE LAW FIRM, PLC

13 By: 
14 Tyler J. Woods
15 James Yoo
16 Alan Wilcox
17 Lucy Nguyen
18 Conor Gomez

19 *Attorneys for Plaintiffs*

TABLE OF CONTENTS

NOTICE OF MOTION AND MOTION.....	i
TABLE OF CONTENTS	iii
TABLE OF AUTHORITIES.....	v
MEMORANDUM OF POINTS AND AUTHORITIES.....	1
I. INTRODUCTION.....	1
II. SUMMARY OF THE LITIGATION AND SETTLEMENT.....	1
A. Plaintiff’s Claims	1
B. Discovery and Investigation.....	3
C. Settlement Negotiations	3
D. Key Terms of the Proposed Settlement.....	4
III. DISCUSSION	8
A. A Presumption of Fairness Exists Over The Settlement.....	8
1. The Settlement Is the Product of Arm’s-Length Negotiations.....	8
2. The Parties Conducted Sufficient Investigation.....	8
3. Class Counsel Has Extensive Experience in Class Action Litigation.....	9
4. The Percentage of Objectors Is Small.....	9
B. The Settlement Is Fair, Just, Reasonable, and Adequate	9
1. Plaintiffs’ Strengths and Risks of Continued Litigation	10
2. The Gross Settlement Amount Is Reasonable.....	10
C. The Proposed Attorneys’ Fees and Costs Are Reasonable	11
1. Class Counsel Request an Award of the Attorneys’ Fees and Costs Based on the “Common Fund” Method.....	12
2. The Requested Attorneys’ Fees and Costs Are in Line with Typical Cases.....	13
3. This Matter Involves A “Fee-Shifting” Provision of the Labor Code	13
4. The Experience, Reputation and Ability of Class Counsel Support the Requested Attorneys’ Fees and Costs.....	14
D. The PAGA Allocation is Reasonable.....	14

1	E. The Enhancement Payments Are Reasonable.....	15
2	IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED	17
3	A. Legal Standard	17
4	B. Plaintiff Maintains That the Criteria for Class Certification Are Satisfied for	
5	Settlement Purposes.....	17
6	1. The Class is Ascertainable and Numerous.....	17
7	2. There is a Well-Defined Community of Interest in the Questions of Law and	
8	Fact.....	19
9	3. A Class Action is Superior to a Multiplicity of Litigation.....	21
10	V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND	21
11	A. The Proposed Class Notice Plan Satisfies Due Process.....	21
12	B. The Class Notice is Accurate and Informative	22
13	C. The Proposed Class Notice of Settlement Should Be Approved	22
14	VI. CONCLUSION	23

TABLE OF AUTHORITIES

STATE CASES

<i>ABM Industries Overtime Cases</i> , (2017) 19 Cal.App.5th 277, 303.).....	18
<i>Bowles v. Super. Ct.</i> (1955) 44 Cal.2d 574	19
<i>Cartt v. Super Ct</i> (1975) 50 Cal.App.3d 960.....	21
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	13
<i>City and County of San Francisco v. Sweet</i> (1995) 12 Cal.4th 105	12
<i>Classen v. Weller</i> (1983) 145 Cal.App.3d 27	20
<i>Clothesrigger, Inc. v. GTE Corp.</i> (1987) 191 Cal.App.3d 605	19
<i>Collins v. Rocha</i> (1972) 7 Cal.3d 232	19
<i>D’Amico v. Bd. of Medical Examiners</i> (1974) 11 Cal.3d 1	12
<i>Dunk v. Ford Motor Co</i> , (1996) 48 Cal.App.4th 1794	8
<i>Faulkinbury v. Boyd & Associates, Inc.</i> (2013) 216 Cal.App.4th 220	18
<i>Gentry v. Super. Ct.</i> (2007) 42 Cal.4th 443	16
<i>In re Tobacco II Cases</i> , (2009) 46 Cal.App.4th 298, 313	17
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116	9, 10, 11
<i>Laffitte v. Robert Half Int’l Inc.</i> (2016) 1 Cal.5th 480.....	12
<i>Linder v. Thrifty Oil Co.</i> (2000) 23 Cal.4th 429	17
<i>Mallick v. Super. Ct.</i> (1979) 89 Cal.App.3d 434	8
<i>McGhee v. Bank of America</i> (1976) 60 Cal.App.3d 442	20, 21
<i>Miller v. Woods</i> (1983) 148 Cal. App. 3d 862	20
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399	11, 15
<i>Quinn v. State of California</i> (1995) 15 Cal.3d 162.....	12
<i>Richmond v. Dart Indus., Inc.</i> (1981) 29 Cal. 3d 462.....	17, 19
<i>Rose v. City of Hayward</i> (1981) 126 Cal.App.3d 926	19
<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25.....	12

1	<i>Stamburgh v. Super. Ct.</i> (1976) 62 Cal.App.3d 231	9
2	<i>Wershba v. Apple Computers, Inc.</i> (2001) 91 Cal.App.4th 224.....	11

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4	<i>Frank v. Eastman Kodak Co.</i> (W.D.N.Y. 2005) 228 F.R.D. 174	16
5	<i>Garcia v. Gordon Trucking, Inc.</i> (E.D. Cal. Oct. 31, 2012) No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575	15
6	<i>Hopson v. Hanesbrands Inc.</i> (N.D. Cal. Apr. 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133	14
7		
8	<i>Jack v. Hartford Fire Ins. Co.</i> (S.D. Cal. Oct. 13, 2011) 2011 WL 4899942	14
9	<i>Leyva v. Medline Ind.</i> (9th Cir. 2013) 716 F.3d 510	21
10	<i>McKenzie v. Fed. Express Corp.</i> (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124	15
11	<i>Moreno v. Pretium Packaging, L.L.C.</i> (C.D. Cal. Aug. 6, 2021) 2021 WL 3673845	16
12	<i>Priddy v. Edelman</i> , (6th Cir. 1989) 883 F.2d 438	11
13	<i>Rodriguez v. W. Publ'g Corp.</i> (9th Cir. 2009) 563 F.3d 948	15
14		
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16	<i>Van Vranken v. Atlantic Richfield Company</i> (N.D. Cal. 1995) 901 F.Supp. 294.....	13
17	<i>Vincent v. Hughes Air West, Inc.</i> (9th Cir. 1977) 557 F.2d 759	12
18	<i>Zubia v. Shamrock Foods Co.</i> (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX, 2017 WL 10541431	15

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs seek preliminary approval of a proposed Settlement Agreement entered into between Plaintiffs (on behalf of the Class) and Defendants. The Settlement Agreement will provide substantial monetary payments to approximately 532 Class Members. And, 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, discovery, and negotiations. The negotiations were at arms-length and after extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendants' defenses, the Parties reached the Settlement at mediation on January 14, 2026, which was memorialized in a MOU and later in the Settlement Agreement, which was fully executed on March 6, 2026. Accordingly, Plaintiffs request that the Court preliminarily approve the proposed Settlement, certify the Class, approve the proposed Class Notice, and set a final approval hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff's Claims

Plaintiffs allege that Defendants' payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. (Nguyen Decl. ¶ 3.) Plaintiffs allege that Defendants failed to pay for all hours worked, to include time spent during security screenings. (*Id.*) Specifically, Plaintiffs further allege that Defendants failed to provide employees with legally compliant meal and rest periods, failed to maintain accurate records and Defendants failed to reimburse business expenses. (*Id.*)

Based on these allegations, on January 19, 2024, Plaintiff Bunch filed a complaint in San Diego County Superior Court, Case No. 37- 2024-00002535-CU-NP-CTL, alleging causes of action against Defendants for various California Labor Code violations including claims that Defendants (1) failed to pay minimum wages; (2) failed to pay wages at agreed upon rate; (3) failed to pay overtime wages (4) failed to pay timely wages upon termination of employment; (5) failed to provide accurate itemized wage statements; (6) failed to maintain accurate records; and (7) violated California's Unfair Competition Law, California Business and Professions

Code section 17200, et seq. (Nguyen Decl. ¶ 4.) On January 18, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Bunch gave notice to the LWDA and Defendants that he intended to proceed with a representative action under PAGA (LWDA-CM- 005806-24). On March 25, 2024, after the 65-day statutory period passed, Plaintiff Freddie Bunch filed a first amended complaint adding a representative cause of action for Violation of PAGA (Cal. Labor Code § 2699, et seq.). (*Id.*)

On November 19, 2024, Plaintiff Labios filed a complaint in San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-16214, alleging causes of action against Defendants for various California Labor Code violations including claims that Defendants (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for business expenditures; (8) failed to produce requested employment records; and (9) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, et seq. (Nguyen Decl. ¶ 5.) On September 20, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Labios gave notice to the LWDA and Defendants that he intended to proceed with a representative action under PAGA (LWDA-CM-1051782-24). On January 14, 2025, after the 65-day statutory period passed, Plaintiff Labios filed a first amended complaint adding a representative cause of action for Violation of PAGA (Cal. Labor Code § 2699, et seq.). (*Id.*)

On January 24, 2025, Plaintiff Elliott filed a complaint in Mendocino County Superior Court, Case No. 25CV01709, alleging causes of action against Defendants for various California Labor Code violations including claims that Defendants (1) failed to provide meal periods; (2) failed to provide rest periods; (3) failed to pay all wages; (4) failed to timely pay wages due at termination; (5) failed to timely pay employees; (6) failed to reimburse for business expenses; (7) failed to pay for all hours worked, including overtime hours worked; and (8) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, et seq. (Nguyen Decl. ¶ 6.)

1 For purposes of settlement and corresponding court approval, the Parties intend to resolve all
2 claims asserted in the Actions through a single settlement proceeding in this Court. (Nguyen Decl.
3 ¶ 7.) To effectuate this process, Plaintiffs filed the Operative Complaint in Bunch for purposes of
4 seeking preliminary approval of the Settlement for the Actions. (the “Operative Complaint”). (*Id.*)

5 **B. Discovery and Investigation**

6 Prior to mediation, the Parties exchanged information, data, and documents, including a
7 review of Defendants’ corporate policies and practices. (Nguyen Decl. ¶¶ 8-9.) Defendants
8 initially produced a sample of time and pay records for Class Members and later produced
9 electronic versions of all timekeeping and pay statement records. (*Id.*) Defendants also provided
10 documents detailing its wage and hour policies and practices during the Class Period,
11 information regarding the total number of current and former employees, and financial records.
12 (*Id.*) The Parties have engaged in sufficient informal discovery and investigation to assess the
13 relative merits of the claims and contentions of the Parties. (*Id.*)

14 After reviewing documents regarding Defendants’ wage and hour policies and practices
15 and analyzing Defendants’ timekeeping and payroll records, Class Counsel evaluated the
16 probability of class certification, success on the merits, and Defendants’ maximum monetary
17 exposure for all claims. (Nguyen Decl. ¶ 9.) Class Counsel also investigated the applicable law
18 regarding the claims and defenses asserted in the Action. (*Id.*) Class Counsel reviewed these
19 records personally and through the use of an expert and prepared a damage analysis prior to
20 mediation. (*Id.*) This extensive investigation and discovery allowed Class Counsel to act
21 intelligently and effectively in negotiating the Settlement. (*Id.*)

22 **C. Settlement Negotiations**

23 On January 14, 2026, the Parties participated in private mediation with experienced class
24 action mediator Abe Melamed. (Nguyen Decl. ¶¶ 10-11.) The mediation was conducted via
25 Zoom. The settlement negotiations were at arm’s length and, although conducted in a
26 professional manner, were adversarial. (*Id.*) After extensive negotiations and discussions
27 regarding the strengths and weaknesses of Plaintiffs’ claims and Defendants’ defenses, the
28 Parties reached the Settlement, the material₃ terms of which are encompassed within the

Settlement Agreement. (*Id.* at ¶ 11, Ex. 1, Settlement Agreement.)

As detailed above, Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, just, reasonable, and adequate and is in the best interests of the Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk. (Nguyen Decl. ¶ 17.)

Indeed, the Gross Settlement Amount represents approximately **70%** of the **realistic maximum recovery** of \$3,483,594.60. (Nguyen Decl. ¶ 26.) Although Class Counsel estimated that Defendants’ maximum potential liability for all claims was approximately \$17.4 million, when the risk of prevailing at certification and trial are factored into the equation, Class Counsel believes that Defendants’ realistic exposure was \$3,483,594.60, meaning the Settlement achieves a significant recovery. (*Id.* at ¶¶ 17-30.) Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. (*Id.* at ¶ 30.) Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. (*Id.* at ¶ 26.)

D. Key Terms of the Proposed Settlement

The Settlement’s key terms include:

1. Class Period: “means the period from January 19, 2020, through the day the Court grants preliminary approval of the Settlement or the Alternative End Date set forth in Section 7 below (“Settlement Class Period”).” (Settlement, § 1.14.)

2. Class Member or Settlement Class Member: “means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).” (Settlement, § 1.11.)

3. Aggrieved Employee: “means all current and former hourly, non-exempt employees employed by Defendants in the State of California during the PAGA Period.” (Settlement, § 1.4.)

4. Gross Settlement Amount or “GSA”: “means \$2,450,000.00, which is the total amount Defendants agrees to pay under the Settlement, except as provided in Paragraph 7 below. Except

1 for employer-side taxes, the Gross Settlement Amount will be used to pay all amounts
2 contemplated in this Agreement, including the Net Settlement Amount, Individual Class Payments,
3 Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel
4 Expenses, Class Representative Service Payment and the Administrator's Expenses. For avoidance
5 of doubt, Defendants shall have no other financial obligations apart from payment of the GSA."
6 (Settlement, § 1.24.)

7 5. Uncashed Checks: "For any Class Member whose Individual Class Payment check or
8 Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator
9 shall transmit the funds represented by such checks to the California Controller's Unclaimed
10 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
11 requirements of California Code of Civil Procedure Section 384, subd. (b)." (Settlement, § 3.4.3.)

12 6. Released Class Claims: "Upon Defendants' payment in full of the GSA and the
13 employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims
14 waived, released, and discharged by Class Members (other than those who submit timely and valid
15 requests for exclusion) as to the Released Parties are all claims arising during the Class Period which
16 were asserted against Defendant in the Operative Complaint filed in the Actions or which reasonably
17 could have been asserted against Defendants based on the factual allegations stated the Operative
18 Complaint filed in the Actions to include claims related to meal and rest period violations; failure to
19 pay minimum wage; failure to pay overtime, meal and rest periods and sick pay at the regular rate of
20 pay; off-the-clock work; failure to pay wages for time spent in security screenings; and derivative
21 penalties related to wage statements, late or timely payment of wages, wages paid at termination,
22 maintenance and production of personnel and wage records and PAGA penalties. (Settlement, § 4.2.)

23 7. Released PAGA Claims: "Upon Defendants' payment in full of the Gross Settlement
24 Amount and the employer's share of payroll taxes attributable to the portion of the Settlement
25 allocated to settlement of wage claims, the claims waived, released, and discharged by Aggrieved
26 Employees—including Non-Participating Class Members who are Aggrieved Employees—and by
27 the State of California as to the Released Parties are all claims for civil penalties under the California
28 Private Attorneys General Act of 2004 ("PAGA₅") arising during the PAGA Period that (a) were

1 asserted against Defendants in Plaintiffs' PAGA Notices preceding the Action and/or in the
2 Operative Complaint filed in the Actions, or (b) reasonably could have been asserted against
3 Defendants based on the factual allegations stated in Plaintiffs' PAGA Notices preceding the Actions
4 (and/or any amended notices) and/or the Operative Complaint filed in the Action (collectively, the
5 "Released PAGA Claims")." (Settlement, § 4.3.)

6 8. No Reversion: "The Gross Settlement Amount is non-reversionary and does not include
7 employer payroll taxes owed on the wage portions of the Individual Class Payments, which
8 Defendants will pay separately." (Settlement, § 2.10.)

9 9. PAGA Penalties: "means the total amount of PAGA civil penalties to be paid from the
10 Gross Settlement Amount (\$100,000.00), allocated 35% to the Aggrieved Employees (\$35,000.00)
11 and 65% to LWDA (\$65,000.00) in settlement of PAGA claims (i.e., the PAGA Employee
12 Amount)." (Settlement, § 1.37.) Class Counsel submitted the proposed settlement to the LWDA
13 before filing this Motion for Preliminary Approval. (Nguyen Decl. ¶ 12.)

14 10. Net Settlement Amount: "means the Gross Settlement Amount, less the following
15 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
16 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
17 Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid
18 to Participating Class Members as Individual Class Payments." (Settlement, § 1.30.)

19 11. Distribution Formula: As to Class: "An Individual Class Payment is calculated by (a)
20 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
21 Class Members during the Class Period, and (b) multiplying the result by each individual
22 Participating Class Member's Workweeks." (Settlement, § 2.11.4.) As to PAGA: "The
23 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
24 Aggrieved Employees' 35% share of PAGA Penalties (\$35,000.00) by the total number of PAGA
25 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b)
26 multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved
27 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
28 Payment." (Settlement, § 2.11.5.1.)

1 12. Tax Allocation Individual Class Payments: “Ten percent (10%) of each Participating
2 Class Member’s Individual Class Payment will be allocated to the Settlement of wage claims (the
3 “Wage Portion”). The Wage Portion is subject to tax withholding and will be reported on an IRS W-
4 2 Form. The remaining ninety percent (90%) of each Participating Class Member’s Individual Class
5 Payment will be allocated to the settlement of claims for interest and statutory penalties (the “Non-
6 Wage Portion”).” (Settlement, § 2.11.4.1.)

7 13. Enhancement Payment: “A payment for the Class Representative Service Payment to
8 each Plaintiff of not more than fifteen thousand dollars (\$15,000.00) (in addition to any Individual
9 Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive
10 as a Participating Class Member). Defendants will not oppose Plaintiffs’ request for a Class
11 Representative Service Payment that does not exceed this amount.” (Settlement, § 2.11.1.)

12 14. Attorneys’ Fees and Costs: “A Class Counsel Fees Payment of not more than thirty five
13 percent (35%) of the GSA, or approximately \$857,500.00, and a Class Counsel Litigation Expenses
14 Payment for actual litigation costs incurred.” (Settlement, § 2.11.2.)

15 15. Administrator: “means Phoenix Class Action Settlement Administration Solutions, the
16 neutral entity the Parties have agreed to appoint to administer the Settlement.” (Settlement, § 1.2.)

17 16. Settlement Administration Costs: “An Administrator Costs Payment for actual costs,
18 not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the
19 extent the Administration Costs are less or the Court approves payment of less than requested, the
20 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
21 Participating Class Members.” (Settlement, § 2.11.3.)

22 17. Notice of Proposed Class Action Settlement: The Class Notice sets forth in plain
23 terms, a statement of the Action, the terms of the Settlement Agreement, the approximate amount
24 of the Class Counsel Fees, Class Counsel Costs, and Class Representative Service Award being
25 sought, and an explanation of how the Settlement allocations are calculated. (Settlement, Ex. A,
26 Class Notice.) Class Members will be notified by first-class mail of the Settlement. (Settlement, §
27 3.4.1.) The Settlement Administrator will undertake its best efforts to ensure that the Class Notice
28 is provided to the current addresses of Class Members, including conducting a national change of

1 address search and re-mailing the Class Notice to updated addresses. (*Id.*; Nguyen Decl. ¶ 10, Ex.
2 2 [Settlement Administrator Bid].)

3 **III. DISCUSSION**

4 To prevent fraud, collusion, or unfairness to the class, the settlement of a class action
5 requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This
6 Court has wide discretion to determine whether the proposed Settlement is fair. (*Mallick v. Super.*
7 *Ct.* (1979) 89 Cal.App.3d 434, 438.)

8 **A. A Presumption of Fairness Exists Over The Settlement**

9 Fairness is presumed when: (1) the settlement is reached through arm's-length bargaining;
10 (2) investigation is sufficient to allow counsel and the court to act intelligently; (3) counsel is
11 experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk* at p. 1800.)

12 **1. The Settlement Is the Product of Arm's-Length Negotiations**

13 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
14 evidence to the contrary is offered. No evidence to the contrary has been offered here; thus, there
15 is a presumption that the negotiations were conducted in good faith. (Conte & Newberg, *Newberg*
16 *on Class Actions* (3rd Ed.) § 11.51.)

17 On January 14, 2026, the Parties participated in private mediation with experienced class
18 action mediator Abe Melamed. (Nguyen Decl. ¶ 10.) The mediation was conducted via Zoom. The
19 settlement negotiations were at arm's length and, although conducted in a professional manner,
20 were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a
21 settlement of the Action, but the Parties were also prepared to litigate their position through trial
22 and appeal if a settlement had not been reached. (*Id.*) After extensive negotiations and discussions
23 regarding the strengths and weaknesses of Plaintiff's claims and Defendants' defenses, the Parties
24 reached the Settlement. (*Id.* at ¶ 11.)

25 **2. The Parties Conducted Sufficient Investigation**

26 Prior to reaching this Settlement, Class Counsel conducted informal discovery concerning
27 the claims set forth in the Action, including analysis of Class Member timekeeping and payroll
28 records, Defendants' policies and procedures concerning the payment of wages, the provision of

1 meal and rest breaks, issuance of wage statements, and providing all wages at separation, as well
2 as information regarding the number of putative Class Members and the mix of current versus
3 former employees, the wage rates in effect, and the amount of meal and rest period premium wages
4 paid to Class Members. (Nguyen Decl. ¶¶ 8-9.) In conjunction with their extensive factual
5 investigation, Class Counsel evaluated the applicable law regarding the claims and defenses
6 asserted in the Action. (*Id.*) Thus, Plaintiffs and Class Counsel were able to act intelligently and
7 effectively in negotiating the proposed Settlement. (*Id.*)

8 **3. Class Counsel Has Extensive Experience in Class Action Litigation**

9 The settlement negotiations were conducted by highly capable and experienced counsel.
10 Class Counsel have a strong record of vigorous and effective advocacy for their clients and are
11 experienced in handling complex wage and hour class action litigation. (*Id.* at ¶¶ 40-60.) Although
12 Plaintiffs and Class Counsel were prepared to litigate the claims alleged in the Action, they believe
13 the proposed Settlement is in the best interests of the Class.

14 **4. The Percentage of Objectors Is Small**

15 This factor cannot yet be determined unless and until the Court preliminarily approves the
16 Motion and the Class Notice. This factor will be properly addressed in Class Counsel's Motion
17 for Final Approval of Class Action Settlement, should this Court grant the instant Motion.

18 **B. The Settlement Is Fair, Just, Reasonable, and Adequate**

19 In considering whether a settlement is fair, just, reasonable, and adequate the trial court
20 should consider relevant factors, which may include the strength of plaintiff's case, the risk,
21 expense, complexity and likely duration of further litigation, the risk of maintaining class action
22 status through trial, the amount offered in settlement, the extent of discovery completed and the
23 stage of the proceedings, the experience and views of counsel, ... and the reaction of the class
24 members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
25 116, 128.) Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh*
26 *v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236.)

1 As discussed below, Class Counsel has provided information exceeding the threshold
2 required to provide this Court with materials and information necessary to determine that the
3 proposed Settlement is fair, just, adequate, and reasonable.

4 **1. Plaintiffs' Strengths and Risks of Continued Litigation**

5 Based on Plaintiff's discovery and investigation, Class Counsel contended that Defendant
6 had a policy and practice of: requiring its employees to enter and exit security screenings without
7 pay; not providing its employees with California compliant meal and rest periods, which it did not
8 pay appropriate premiums for; not factoring incentive payments into overtime premiums; and
9 failing to reimburse its employees for business-related expenses. (Nguyen Decl. ¶ 19.) Defendant
10 denies these claims. (*Id.*)

11 While Plaintiffs are confident in the merits of their claims, a legitimate controversy exists
12 as to each cause of action. (Nguyen Decl. ¶ 27.) Plaintiffs recognize that proving the amount of
13 wages due to each class member would be an expensive, time-consuming, and uncertain
14 proposition. (*Id.*) Although the Parties had engaged in significant amount of investigation, informal
15 discovery and Class-wide data analysis, the Parties had not yet completed formal written discovery.
16 (*Id.* at ¶ 25.) Plaintiffs intended to depose corporate officers and managers of Defendant. (*Id.*)
17 Moreover, preparation for a class certification and a trial remained for the Parties as well as the
18 prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or adverse
19 summary judgment ruling. (*Id.*) Had the Court certified any claims, Defendant could move to
20 decertify the claims. (*Id.*) As a result, the Parties would incur considerably more attorneys' fees
21 and costs through trial. (*Id.*) This Settlement avoids the risks and the accompanying expense of
22 further litigation. (*Id.*)

23 Balancing the strengths of Plaintiffs' claims against the risks of continued litigation of the
24 Action, Plaintiffs and Class Counsel determined that the proposed Settlement was in the best
25 interests of the Class.

26 **2. The Gross Settlement Amount Is Reasonable**

27 In order to approve a class action settlement, the Court must satisfy itself that the class
28 settlement is within the "ballpark" of reasonableness. (*Kullar*, at 133.) The fact that a plaintiff

1 might have received more if the case had been fully litigated is no reason not to approve the
2 settlement. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447.) The record need not contain an
3 explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of*
4 *Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not require “an explicit
5 statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims”,
6 but instead, only an “understanding of the amount that is in controversy and the realistic range of
7 outcomes of the litigation.”].)

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

15 The proposed Gross Settlement Amount represents a substantial recovery when compared
16 to Plaintiffs’ reasonably forecasted recovery. (Nguyen Decl. ¶¶ 17-30.) Because of the proposed
17 Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an
18 unfavorable judgment. (*Id.*) When considering the risks of litigation, the uncertainties involved in
19 achieving class certification, the burdens of proof necessary to establish liability, the probability
20 of appeal of a favorable judgment, it is clear that the Settlement is within the “ballpark” of
21 reasonableness, and preliminary settlement approval is appropriate. (*Id.*) ***Indeed, each Class***
22 ***Member is eligible to receive an average net benefit of approximately \$537.04.*** (*Id.* at ¶ 30.)

23 **C. The Proposed Attorneys’ Fees and Costs Are Reasonable**

24 Under the Settlement, subject to the Court’s approval, Defendants agrees to pay Class
25 Counsel Fees Payment and Class Counsel Litigation Expenses Payment. These amounts are
26 disclosed to all Class Members in the proposed Class Notice and are reasonable. (Nguyen Decl.
27 Ex. 1, Ex. A.)

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convince us the percentage method is a valuable tool that should not be denied our trial courts.”
(*Id.* [internal citations omitted].)

2. The Requested Attorneys’ Fees and Costs Are in Line with Typical Cases

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

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

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

Labor Code § 1194 (a) provides for the recovery of “minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Under this section, Plaintiff would be permitted to recover their actual attorneys’ fees, even if those fees were larger than the total Class recovery at the conclusion of this Action should it proceed. The Settlement is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and resources facing Defendant while at the same time rewarding Class Counsel for their

1 decision to assume risk by taking on this Action. In fact, prosecution of this Action involved
2 significant financial risk for Class Counsel. (Nguyen Decl. ¶¶ 36-39.) Class Counsel undertook
3 this matter solely on a contingent basis, with no guarantee of recovery. (*Id.*) Once Class Counsel
4 undertook this Action on behalf of the Class, Class Counsel committed to pursue it to its
5 conclusion, placing its fiduciary duty to the Class ahead of all other concerns. (*Id.*)

6 **4. The Experience, Reputation and Ability of Class Counsel Support the**
7 **Requested Attorneys' Fees and Costs**

8 As demonstrated by their past experience in pursuing class actions on behalf of consumers
9 and employees, Class Counsel possess considerable expertise in litigating class actions. (Nguyen
10 Decl. ¶¶ 40-60.) Class Counsel has been involved as lead counsel or co-counsel in several class
11 actions that resulted in millions in recovery. (*Id.*) Because it is reasonable to compensate class
12 counsel commensurate with their skill, reputation and experience, Class Counsel's requested fee
13 award is supported here.

14 Class Counsel's experience in wage and hour class actions was integral in evaluating the
15 strengths and weaknesses of the case against Defendant and the reasonableness of the Settlement.
16 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning
17 the rapidly evolving substantive law (state and federal), as well as the procedural law of class
18 action litigation. Based on these and other factors, Class Counsel has frequently received fee
19 awards of this percentage from the gross recovery for the class. Therefore, the requested Class
20 Counsel Fees are reasonable and fair.

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

22 Where settlements negotiate a good faith amount for PAGA penalties and "there is no
23 indication that this amount was the result of self-interest at the expense of other" class members,
24 such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr.
25 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133 at *1, 9.) Courts have approved amounts for
26 PAGA penalties in the range of zero to two percent of the total maximum amount of the Settlement.
27 (*Id.* [approving a PAGA payment of 0.3%, or \$1,500]; *see also Jack v. Hartford Fire Ins. Co.* (S.D.
28 Cal. Oct. 13, 2011) 2011 WL 4899942 at *6 [approving a PAGA payment of 0.25%]; *McKenzie v.*

1 *Fed. Express Corp.* (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124 at *5 [acknowledging that courts
2 approve PAGA claim settlements in the range of zero to two percent of the total settlement].)

3 Here, the PAGA Amount is larger than many other PAGA settlement amounts approved by
4 the courts where seemingly nominal amounts were allocated for such claims. (*See, e.g., Zubia v.*
5 *Shamrock Foods Co.* (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX, 2017 WL 10541431,
6 at *14 [approving a PAGA settlement of 0.1%]; *Hopson, supra*, 2008 WL 3385452, at *1
7 [approving a PAGA settlement of 0.3% or \$1,500]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
8 Oct. 31, 2012) No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *3 [approving a PAGA
9 settlement of 0.27%].) The Parties negotiated the PAGA Amount, 65% percent of which
10 (\$65,000.00) as the LWDA Payment and 35% (\$35,000.00) to be distributed to the individual
11 PAGA Members. (Settlement, § 1.37.) The PAGA Amount equates to approximately 4% of the
12 Gross Settlement Amount, which far exceeds amounts that are routinely approved. The Parties
13 negotiated to allocate 4% of the Settlement to PAGA Amount in good faith and this amount is
14 reasonable. (Nguyen Decl. ¶ 22.)

15 **E. The Enhancement Payments Are Reasonable**

16 Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to
17 compensate them for the expense or risk they have incurred in conferring a benefit on other
18 members of the class.” (*Munoz, supra*, 86 Cal.App.4th at p. 412.) Courts routinely grant approval
19 of class action settlement agreements containing enhancements for the class representatives, which
20 are necessary to provide incentive to represent the class, and are appropriate given the benefit the
21 class representatives help to bring about for the class. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir.
22 2009) 563 F.3d 948, 958-59.)

23 Service awards are particularly important to plaintiffs in wage and hour cases because they
24 promote the important public policies underlying the wage and hour laws. This strong policy is
25 codified in California Labor Code § 90.5, which provides, “it is the policy of this state to vigorously
26 enforce minimum labor standards in order to ensure employees are not required or permitted to
27 work under substandard unlawful conditions” Nonetheless, the California Supreme Court has
28 noted that “retaliation against employees for asserting statutory rights under the Labor Code is

widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.) In this context, class representatives should be rewarded for assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

Under the Settlement Agreement, subject to the Court’s approval, Defendant agreed to pay the Enhancement Payment in the amount of \$15,000.00 to each named Plaintiff. Courts routinely approve service awards of \$10,000.00 for plaintiffs represented by counsel. (*See, e.g., Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) 2021 WL 3673845, *3 [“The Court concludes a \$10,000 incentive award is appropriate.”]; *Suarez v. Bank of America, National Association* (N.D. Cal., Jan. 11, 2024, No. 18-CV-01202-LB) 2024 WL 150721, at *4 [“The court approves awards of \$10,000 for each class representative.”].)

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.)

Class Counsel represents that Plaintiffs devoted a great deal of time and work assisting Class Counsel litigate the Action, and Plaintiffs communicated with Class Counsel during the mediation and the preparation leading up to mediation. (*See generally* Plaintiff’s declaration; Nguyen Decl. ¶¶ 31-35.) The Class Representative Service Awards are reasonable particularly in light of the substantial benefits Plaintiffs generated for all Class Members and as compared to similarly situated plaintiffs in other employment class and representative actions. (*Id.*)

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

2 **A. Legal Standard**

3 The proposed Class is well suited for class certification. All of the claims derive from a
4 core set of alleged violations of California’s wage and hour laws and regulations. For the reasons
5 set forth more fully below, for purposes of settlement only, the Class satisfies the prerequisites for
6 certification under Code of Civil Procedure § 382. Section 382 provides: “when the question is one
7 of 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, one or more may sue or defend for the benefit of
9 all.” (Code Civ. Proc., § 382). There are three requirements to section 382: Class certification
10 requires proof (1) of a sufficiently numerous, ascertainable class, (2) of a well-defined community
11 of interest, and (3) that certification will provide substantial benefits to litigants and the courts, i.e.,
12 that proceeding as a class is *superior* to other methods. (*In re Tobacco II Cases*, (2009) 46
13 Cal.App.4th 298, 313.)

14 The California Supreme Court has looked to Federal Rule of Civil Procedure 23 to further
15 explain that the community-of-interest requirement itself embodies three factors: “(1) predominant
16 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
17 (3) class representatives who can adequately represent the class.” (*Richmond v. Dart Indus., Inc.*
18 (1981) 29 Cal. 3d 462, 470.)

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

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

26 **1. The Class is Ascertainable and Numerous**

27 A class is ascertainable if a plaintiff supplies a reasonable means of identifying potential
28 class members and the class is defined in terms of objective characteristics and common facts

1 sufficient to allow a class member to identify himself or herself as having a right to recover based
2 on that description. (*ABM Industries Overtime Cases*, (2017) 19 Cal.App.5th 277, 303.) Courts
3 also consider the size or numerosity of the class when determining whether or not it is
4 ascertainable. (*Id.* at 302).

5 **a) Class Definition**

6 When defining a class, the terminology used must convey “sufficient meaning to enables
7 persons hearing to determine whether they are members of the class” and if the proposed class
8 definition offers an objective way to identify those who will be bound by the results of the
9 litigation. (*Id.* at 302-303.) Courts have routinely certified classes defined using language to that
10 here. (*Faulkinbury v. Boyd & Associates, Inc.* (2013) 216 Cal.App.4th 220, 227; *see also Brinker*
11 *at 1017-1018, 1019*, defining several subclasses such as employees “who worked one or more work
12 periods in excess of three and a half hours without receiving a paid 10 minute break” and those
13 “who worked ‘off-the-clock’ or without pay.”)

14 Here, the Class definition (as stated above) is objective as it is limited in scope to a specific
15 time frame (during the Class Period) and is limited to the potential class members’ employment
16 classification (hourly or non-exempt employees). Further, there are common facts that exist here
17 (such as those employees who worked without pay, were not given proper meal or rest periods,
18 etc.) that are encapsulated by the causes of action alleged in the Action. This definition therefore
19 provides sufficiently clear information to allow current and former employees to readily and
20 reasonably determine whether or not they are a putative Class Member in this Action based upon
21 this definition. (*ABM* at 304, stating “As long as the potential class members may be identified
22 without unreasonable expense or time and given notice of the litigation, and the proposed class
23 definition offers an objective means of identifying the persons who will be bound by the results of
24 the litigation, the ascertainability requirement is met.”) Thus, the proposed Class that Plaintiff
25 seeks to represent is easily ascertainable and includes approximately former and current 532
26 employees of Defendant.

27 **b) Numerosity**

28 “The requirement of Code of Civil Procedure section 382 that there be ‘many’ parties to a

1 class action suit is indefinite and has been construed liberally.” (*Rose v. City of Hayward* (1981)
2 126 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’ persons, an action
3 may be maintained as a class action even where the parties are numerous and it is in fact practicable
4 to join them all.” (*Id.*) “No set number is required as a matter of law for the maintenance of a
5 class action.” (*Id.*) “Thus, our Supreme Court has upheld a class representing the 10 beneficiaries
6 of a trust in an action for removal of the trustees.” (*Id.*, citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d
7 574; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a 35 member class.]) If even as
8 little as 10 persons can constitute a class, then certainly the 5 Class Members here satisfy the
9 numerosity requirement.

10 **2. There is a Well-Defined Community of Interest in the Questions of**
11 **Law and Fact**

12 The community-of-interest requirement itself embodies three factors: “(1) predominant
13 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
14 (3) class representatives who can adequately represent the class.” (*Richmond* at 470.)

15 **a) *There are Many Common Issues of Law and Fact Which***
16 ***Predominate***

17 The Court should grant conditional Class certification for settlement purposes here on the
18 grounds that questions of law and fact common to all Class and subclass predominate over any
19 individual questions. This inquiry tests whether proposed classes are sufficiently cohesive to
20 warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191
21 Cal.App.3d 605.)

22 Here, the employment practices at issue are: whether Defendant had legally compliant
23 policies and practices for all hours worked, including overtime wages; whether Defendant had
24 legally compliant policies and practices to provide employees with meal periods; whether
25 Defendant had legally compliant policies and practices authorizing and permitting its employees
26 to take rest periods; whether Defendant reimbursed employees for business expenses; whether
27 payment of wages during employed was timely; whether final payment of wages was untimely and
28 excluded unpaid wages, including meal and rest period premium wages; whether wage statements

1 were consequently non-compliant; and whether Defendant failed to keep requisite payroll records.
2 Plaintiff contends that the factual and legal issues are the same for all the identified Class Members,
3 including Plaintiff. Further, all Class Members suffered from, and seek redress for, the same
4 alleged injuries.

5 **b) *Plaintiffs' Claims Are Typical of the Claims of the Class***

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

18 **c) *Plaintiff and Class Counsel Meet the Adequacy Requirement***

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

23 All of these requirements are met here for settlement purposes. Plaintiff retained Class
24 Counsel, whom have extensive experience in prosecuting complex class actions, including similar
25 class actions that previously settled. (Nguyen Decl. ¶¶ 40-60.) Class Counsel unquestionably is
26 "qualified, experienced and generally able to conduct the proposed litigation." (*Miller v. Woods*
27 (1983) 148 Cal.App.3d 862, 875.) In addition, Plaintiffs have no conflicts, and Plaintiffs have,
28 with Class Counsel, litigated this Action and diligently reviewed the Settlement terms, showing

1 their dedication. Plaintiffs’ willingness to serve as Class Representatives and to sacrifice the value
2 of their own individual claims by executing a general release broader than that of the other Class
3 Members so that the Class may benefit from this Settlement demonstrates Plaintiffs’ serious
4 commitment to bringing about the best results possible for the Class, thereby also demonstrating
5 that Plaintiffs’ interests are aligned with those of the Class and no conflict exists. (*McGhee, supra*,
6 60 Cal.App.3d at p. 451.)

7 **3. A Class Action is Superior to a Multiplicity of Litigation**

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

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

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

20 Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
21 Rule 3.766 (e), (f).) California law vests the Court with broad discretion in fashioning an
22 appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no
23 statutory or due process requirement that all class members receive actual notice, but in this Action,
24 the Class Notice will be disseminated through direct U.S. first class mail to the last known address
25 for each Class Member. As the Court of Appeals has explained, “[t]he notice given should have a
26 reasonable chance of reaching a substantial percentage of the class members” (*Id.* at p. 974.)
27 In this Action the Class Notice will be provided by direct mailing, which is the best possible form
28 of notice as it provides the most reasonable chance of reaching a substantial percentage of the

1 Class.

2 **B. The Class Notice is Accurate and Informative**

3 The proposed Class Notice is informative. It informs the Class Members of the terms of the
4 Settlement and their right to be excluded from the Settlement. If there are Class Members who
5 wish to object to this proposed Settlement, they will have the opportunity to file their objections
6 and be heard at the Final Approval Hearing.

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

15 **C. The Proposed Class Notice of Settlement Should Be Approved**

16 The proposed Class Notice, in the form attached as **Exhibit A** to the Settlement Agreement,
17 should be approved for dissemination to the Class. The Class Notice informs the Class of the terms
18 of the Settlement and of their rights to be excluded from the Settlement. And if there are Class
19 Members who wish to object to the Settlement, they will have the opportunity to file their
20 objections and be heard at the final approval hearing. Accordingly, the proposed Class Notice
21 meets all the requirements of Rule 3.769(f) of the California Rules of Court and should be
22 approved.

1 **VI. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary
3 approval of the proposed Settlement and set a final approval hearing on March 9, 2027.
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8 Dated: April 3, 2026

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

9 By: _____

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