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

DONATO GEDA, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

UNITED SYSTEMS FIRE AND SECURITY,
LLC, a Nevada limited liability corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 25CV106688

Assigned for All Purposes to:
Honorable Somnath Raj Chatterjee
Department 21

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**

[Reservation ID: 957549452159]

*[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of Proposed
Class Representative (Donato Geda);
Declaration of Jodey Lawrence; Declaration
of Jose Marcias, Jr.; and [Proposed] Order
filed concurrently herewith]*

Hearing Date: May 5, 2026
Hearing Time: 2:30 p.m.
Hearing Place: Department 21

Complaint Filed: January 13, 2025
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on May 5, 2026 at 2:30 p.m., or as soon as the matter
2 may be heard, before the Honorable Somnath Raj Chatterjee in Department 21 of the Alameda
3 County Superior Court located at 1225 Fallon Street, Oakland, California 94612, Plaintiff Donato
4 Geda (“Plaintiff”) will and hereby does move for an order:

- 5 • Granting Preliminary Approval of the proposed class action settlement described
6 herein and as set forth in the Class Action and PAGA Settlement Agreement
7 (“Settlement Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2**
8 to the Declaration of Douglas Han;
- 9 • Approving the Court Approved Notice of Class Action and PAGA Settlement and
10 Hearing Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to
11 the Settlement Agreement;
- 12 • Directing the mailing of the Class Notice with a postage-paid return envelope to
13 the Class Members;
- 14 • Approving Phoenix Class Action Administration Solutions as the Administrator;
- 15 • Approving the deadlines for the notice and settlement administration process;
- 16 • Conditionally certifying the Class for settlement purposes only;
- 17 • Appointing Justice Law Corporation as Class Counsel;
- 18 • Appointing Plaintiff as the class representative;
- 19 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
20 Agreement, at which time the Court will also consider whether to grant Final
21 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
22 Litigation Expenses Payment, Class Representative Service Payment,
23 Administration Expenses Payment, and Private Attorneys General Act of 2004
24 (“PAGA”) Penalties.

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

7
8 Dated: April 8, 2026

JUSTICE LAW CORPORATION

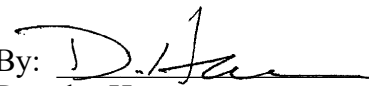
9 By: 
10 Douglas Han
11 *Attorneys for Plaintiff*
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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary wage-and-hour class action
3 settlement by Plaintiff on behalf of Plaintiff and all current and former hourly-paid or non-exempt
4 employees of Defendant United Systems Fire and Security, LLC (“Defendant”) within the State
5 of California at any time during the period from January 13, 2021, through February 24, 2026,
6 including those who worked for Defendant as staffing employees (“Class,” “Class Members,”
7 and “Class Period”). The estimated number of Class Members confirmed by Defendant is eighty
8 (80). (Declaration of Douglas Han in Support of Motion For Preliminary Approval of Class
9 Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

10 **II. BACKGROUND**

11 On November 5, 2024, Plaintiff provided a written notice to the California Labor and
12 Workforce Development Agency (“LWDA”) and Defendant. (Han Decl., *supra*, at ¶ 10; Exhibit
13 3.)

14 On January 13, 2025, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
15 Court of California, County of Alameda, alleging nine (9) causes of action. (Han Decl., *supra*, at
16 ¶ 11; Exhibit 4.)

17 After engaging in discovery, investigations, and negotiation, on November 7, 2025, the
18 Parties attended mediation with the mediator Anthony F. Pantoni but were unable to reach a
19 settlement at the time. (Han Decl., *supra*, at ¶ 12.) After continued negotiations and with the
20 mediator’s continued assistance, the Parties eventually reached a settlement. (*Ibid.*)

21 **III. INVESTIGATION/ LITIGATION HISTORY**

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

23 After initiating this matter, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 14.)
24 Plaintiff drafted and propounded special interrogatories and requests for production of
25 documents, and Defendant responded to the formal discovery requests. (*Ibid.*) The Parties then
26 met and conferred, agreed to engage in the informal exchange of information, and agreed to attend
27 mediation. (*Ibid.*)

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1 Defendant produced documents relating to its policies, practices, and procedures. (Han
2 Decl., *supra*, at ¶ 15.) As part of Defendant’s production, Plaintiff reviewed a sampling of time
3 and pay records and information relating to the size and scope of the Class. (*Ibid.*) Putative class
4 members were also located and interviewed to obtain a better understanding of the alleged day-
5 to-day violations. (*Ibid.*)

6 Based upon the information provided by Defendant and interviews with putative class
7 members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees
8 with legally mandated meal and rest breaks and pay applicable premium wages; (2) failed to pay
9 employees for all hours worked; (3) failed to factor non-discretionary bonuses into regular rate of
10 pay; (4) failed to reimburse employees for necessary business expenses; (5) failed to issue
11 compliant wage statements; and (6) failed to timely pay wages. (Han Decl., *supra*, at ¶¶ 17-24.)

12 **b. The Parties Were Able to Reach a Settlement**

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

14 The Parties attended mediation with an experienced wage-and-hour mediator. (Han Decl.,
15 *supra*, at ¶ 25.) While the Parties did not initially settle at mediation, continued negotiations with
16 the mediator’s assistance eventually resulted in a settlement, the terms of which were
17 memorialized in the Settlement Agreement. (*Id.* at ¶ 25; Exhibits 2, 5.)

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

19 The Settlement Agreement was reached because of arm’s-length negotiations. (Han Decl.,
20 *supra*, at ¶ 28.) Though cordial and professional, the settlement negotiations have always been
21 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted
22 arm’s-length settlement negotiations, and an agreement was reached through further negotiations
23 thereafter. (*Ibid.*)

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1 Plaintiff and Class Counsel believe in the merits of their positions but recognize the
2 expense and length of additional proceedings necessary to continue the litigation. (Han Decl.,
3 *supra*, at ¶ 29.) Plaintiff and Class Counsel also considered the uncertainty and risk of further
4 litigation, potential outcome, and difficulties and delays inherent in such litigation. (*Ibid.*)
5 Plaintiff and Class Counsel believe that the Settlement Agreement is fair, adequate, and
6 reasonable and is in the best interests of the Class Members. (*Ibid.*)

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

8 The Parties investigated and evaluated the factual strengths and weaknesses of the claims
9 and defenses before reaching the Settlement Agreement and engaged in sufficient investigation,
10 research, and discovery. (Han Decl., *supra*, at ¶ 30.) The information produced permitted Class
11 Counsel to engage in an analysis of liability and potential damages. (*Ibid.*) This case has reached
12 the stage where the Parties understand “the strength of the case; the reasonableness of the
13 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
14 sufficient to support the reasonableness, adequacy, and fairness of the Settlement Agreement.
15 (Han Decl., *supra*, at ¶ 30; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

16 **c. Terms of the Settlement**

17 **i. Deductions from the Settlement**

18 The Parties agreed that (subject to the Court’s approval) this matter be settled and
19 compromised for the non-reversionary total sum of \$117,000 (“Gross Settlement Amount”)
20 which includes the: (1) Class Counsel Fees Payment of up to \$40,950 (35% of the Gross
21 Settlement Amount); (2) Class Counsel Litigation Expenses Payment of up to \$20,000; (3) Class
22 Representative Service Payment of up to \$10,000; (4) Administration Expenses Payment of up to
23 \$10,000; and (5) PAGA Penalties of up to \$10,000. (Han Decl., *supra*, at ¶ 26.)

24 **ii. Calculation of Settlement Payments**

25 After deducting the above-mentioned payments from the Gross Settlement Amount, it is
26 estimated that \$26,050 (“Net Settlement Amount”) will be distributed to the Participating Class
27 Members, resulting in a gross *average* Individual Class Payment of \$325.63. (Han Decl., *supra*,
28 at ¶ 27.)

1 The Administrator will calculate and disburse the Individual Class Payments using the
2 formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at §
3 C(2)(e).) The Administrator will also calculate and disburse Individual PAGA Payments using
4 the formula set forth in the Settlement Agreement. (*Id.* at § C(2)(d).)

5 **iii. The Allocation of 20% to Wages and 80% to Interest and Penalties Is**
6 **Justified Under the Claims of this Action**

7 The Individual Class Payments will be allocated as follows: (1) twenty percent (20%) to
8 the settlement of wage claims; and (2) eighty percent (80%) to the settlement of claims for interest
9 and penalties. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § C(2)(e).)

10 The allocation of wages, interest, and penalties indicated above was based on the realistic
11 exposure that Plaintiff could expect to receive for meal and rest break premiums and unpaid and
12 underpaid wages if the case went to trial. (Han Decl., *supra*, at ¶ 49.) Plaintiff added the realistic
13 exposure for rest break premiums and meal break premiums (\$14,380.82 + \$5,224.70 =
14 \$19,605.52). (*Ibid.*) Plaintiff then added the \$19,605.52 to the low-end realistic exposure for
15 unpaid wages due to off-the-clock work and underpaid overtimes wages due to the regular rate
16 issue (\$19,605.52 + \$30,393.98 + \$5,248.18 = \$55,247.68). (*Ibid.*) The realistic exposure of
17 \$55,247.68 that Plaintiff can expect to receive if Plaintiff were to prevail at trial for meal and rest
18 break premiums, low-end unpaid wages due to off-the-clock work and underpaid overtime wages
19 due to the regular rare issue represents about twenty percent (20.49%) of the low-end total realistic
20 exposure and PAGA penalties (\$55,247.68 ÷ \$269,586.16 = 0.20494 x 100 = 20.49%). (*Ibid.*)
21 Since this represents twenty percent (20%) of wages, allocating twenty percent (20%) for the
22 settlement of wage claims and eighty percent (80%) for the settlement of claims for interest and
23 penalties is appropriate. (*Ibid.*)

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1 **iv. Notice to the Class**

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

7 **v. Distribution of Funds**

8 The Gross Settlement Amount and settlement payments to be made will be funded and
9 disbursed in the manner and timeline and time set forth in the Settlement Agreement. (Han Decl.,
10 *supra*, at ¶ 25; Exhibit 2, *supra*, at §§ D(2), D(3).)

11 The Participating Class Members and Aggrieved Employees must cash in their settlement
12 checks within one hundred twenty (120) calendar days after the date of their mailing. (Han Decl.,
13 *supra*, at ¶ 25; Exhibit 2, *supra*, at §§ D(3)(a), D(3)(c).) The uncashed settlement checks will be
14 canceled after the void date and transmitted to the *cy pres* recipient Bay Area Legal Aid. (*Ibid.*)
15 The Parties have no connection to or relationship with the *cy pres* recipient Bay Area Legal Aid
16 that would create the appearance of impropriety.

17 **vi. Release of Claims**

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 Class Members, on behalf of themselves and their former and present
21 representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns,
22 release the Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 25; Exhibit
23 2, *supra*, at § E(2).)

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 as an agent and proxy of the State of California, and State of California itself (including the
27 LWDA) are deemed to release the Released Parties from the Released PAGA Claims. (Han Decl.,
28 *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(3).)

Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiff's Release. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(1).) Furthermore, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(1).)

Regarding 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 is acceptable because it is 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. (*Ibid.*) Class Counsel's experience 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 mailed to the Class Members, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval of Class Action Settlement.

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
4 final approval, the court must conduct an inquiry into the fairness of the proposed settlement.”
5 (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary
6 approval of class 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 (c) Any party to a settlement agreement may serve and file a written notice of
11 motion for preliminary approval of the settlement. The settlement
agreement and proposed notice to class members must be filed with the
motion, and the proposed order must be lodged with the motion.

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

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

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

23 *Kullar’s* instructions the court are not to “decide the merits of the case or to substitute its
24 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*
25 *Retail, Inc., supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require an explicit statement of the

26 ² The California Supreme Court authorized California’s trial courts to use Federal Rule 23
27 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court*
28 (1971) 4 Cal.3d 800, 821; see *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 maximum amount the class could recover if plaintiff prevailed on all his claims, provided there
2 is a record allowing ““an understanding of the amount that is in controversy and the realistic range
3 of outcomes of the litigation.”” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, supra*, 186
4 Cal.App.4th at p. 409.) In other words, “as the court does when it approves a settlement as in
5 good faith under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the
6 class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

7 **i. The Gross Settlement Amount of \$117,000 Is Fair and Reasonable**

8 The Settlement Agreement was only possible following the investigation and evaluation
9 of the relevant policies and procedures and the data produced for the putative class, permitting
10 Class Counsel to engage in an analysis of liability and potential damages. (Han Decl., *supra*, at ¶
11 30.)

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

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

23 ///

24 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
25 of class claiming misclassification and ordering summary adjudication in favor of employees],
26 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
27 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
28 [affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2*
(2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson’s Inc.* (2006)
141 Cal.App.4th 1422 [affirming denial of certification].)

1 **ii. The PAGA Penalties of \$10,000 Is Reasonable**

2 The provisions of the Labor Code potentially triggering the PAGA penalties include, but
3 are not limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7,
4 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han
5 Decl., *supra*, at ¶ 42.) Defendant asserted that, regardless of the results of the underlying causes
6 of action, the PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*)
7 Defendant maintained that it had a strong argument that it would be unjust to award the maximum
8 PAGA penalties given the state of the law. (Han Decl., *supra*, at ¶ 42; *Thurman v. Bayshore*
9 *Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)
10 When limited to the initial violation, the PAGA penalties could be about **\$5,000** (50 employees x
11 \$100 initial violation) on the low-end and around **\$30,000** (50 employees x \$100 initial violation
12 x 6 theories of recovery) on the high-end. (Han Decl., *supra*, at ¶¶ 43-46.)

13 Plaintiff recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*,
14 at ¶ 47.) Many of the causes of action brought were duplicative of the statutory claims. (*Ibid.*)
15 The maximum penalties for each pay period are likely not justified, and it was arguable that the
16 Court would award the maximum penalties. (*Ibid.*) Thus, allocating \$10,000 to the PAGA
17 penalties was reasonable given that Defendant is paying an additional \$107,000 in the class
18 settlement. (*Ibid.*) When the PAGA penalties are negotiated in good faith and “there is no
19 indication that [the] amount was the result of self-interest at the expense of other Class Members,”
20 such amounts are generally considered reasonable.⁴ (*Ibid.*)

21 **c. Discount Analysis Justifies the Settlement**

22 Assuming certification and prevailing at trial and excluding the civil penalties, which
23 could be completely discretionary, the total estimated potential exposure would be about
24 **\$935,951.95** on the low-end and **\$1,010,998.83** on the high-end. (Han Decl., *supra*, at ¶ 48.)

25 _____
26 ⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009
27 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
28 “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims”.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$164,352.26	75%	65%	\$14,380.82
Meal Break Premiums	\$42,650.64	65%	65%	\$5,224.70
Overtime/Minimum Wage: Off-the-Clock Work	\$150,093.75 to \$225,140.63	55%	55%	\$30,393.98 to \$45,590.98
Regular Rate	\$17,942.50	35%	55%	\$5,248.18
Unreimbursed Business Expenses	\$86,564	25%	75%	\$16,230.75
Wage Statement Penalty	\$44,000	65%	65%	\$5,390
Waiting Time Penalty	\$430,348.80	65%	65%	\$52,717.73
MAXIMUM TOTAL EXPOSURE	\$935,951.95 to \$1,010,998.83⁵			\$129,586.16 to \$144,783.16⁶

Based on this analysis, the realistic recovery for this case is **\$129,586.16** on the low-end and **\$144,783.16** on the high-end. (Han Decl., *supra*, at ¶ 58.) The Gross Settlement Amount is about eleven percent (11.57%) of the maximum potential exposure and eighty-one percent (80.81%) of the realistic exposure at trial, which is a reasonable 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 Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.”) Nevertheless, the Settlement Agreement provides a reasonable recovery for the Class Members.

⁵ (Han Decl., *supra*, at ¶¶ 34-41.)

⁶ (*Id.* at ¶¶ 50-56.)

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

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

8 The Class is ascertainable and numerous as to make it impracticable to join all the Class
9 Members, and there are common questions of law and fact amongst the Class Members. (Han
10 Decl., *supra*, at ¶ 58.) Plaintiff contends that, as a former staffing employee who performed work
11 for Defendant on an hourly-paid, non-exempt basis, Plaintiff’s claims are typical of the claims of the
12 Class Members, and Class Counsel will fairly and adequately protect the interests of the Class.
13 (*Ibid.*) Plaintiff also asserts that the prosecution of separate actions by individual Class Members
14 would create the risk of inconsistent or varying adjudications. (Han Decl., *supra*, at ¶ 58.)

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

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

23 This case involves about eight (80) Class Members, meaning that the Class is sufficiently
24 numerous. (Han Decl., *supra*, at ¶ 59.) The Class Members will be identified by Defendant to the
25 Administrator through a review of Defendant’s employment records. (*Ibid.*)

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1 **ii. The 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.) The
8 courts focus on the defendant’s internal policies and “pattern and practice . . . in order to assess
9 whether that common behavior toward similarly situated plaintiffs renders class certification
10 appropriate.” (*Ibid.*)

11 **1. Common Issues Predominate**

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

23 Plaintiff asserts common issues of fact and law predominate as to each of the claims
24 alleged. (Han Decl., *supra*, at ¶ 60.) Plaintiff contends that all persons employed by Defendant as
25 hourly-paid or non-exempt employees in California during the Class Period were subject to the
26 same or similar policies, practices, and procedures described in detail above. (*Ibid.*)

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28 ///

2. Plaintiff's Claims Are Typical of the Class Claims

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

Plaintiff is a former staffing employee who performed work for Defendant an hourly-paid, non-exempt basis and alleges that Plaintiff and Class Members were employed by the same company and injured by Defendant's common policies, practices, and procedures related to the claims described above. (Han Decl., *supra*, at ¶ 61.) Plaintiff seeks relief for these claims and derivative claims on behalf of all the Class Members. (*Ibid.*) Thus, the claims arise from the same employment practices and are based on the same legal theories as those applicable to the Class Members. (*Ibid.*)

3. Plaintiff Is Adequate to Represent the Class

Plaintiff has proven to be an adequate representative. (Han Decl., *supra*, at ¶ 62.) Plaintiff has conducted himself diligently and responsibly in representing the Class, understands Plaintiff's fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiff has no interests adverse to the interests of the Class Members. (*Ibid.*)

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

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Plaintiff contends that the joinder of all the Class Members is impractical and that class treatment will permit many similarly situated persons to prosecute their common claims for settlement purposes simultaneously in a single forum without the duplication of effort and expense. Because some Class Members are current employees, Plaintiff believes that the fear of retaliation further supports the superiority of class-wide relief as this fear deters legal redress.

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

2 In deciding to approve a proposed class action settlement under Code of Civil Procedure
3 section 382, the Court must find the proposed settlement is “fair, adequate and reasonable.” (*Dunk*
4 *v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement is
5 presumed fair under the following circumstances: (1) parties reached settlement after arm’s-
6 length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court
7 to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors
8 is small. (*Id.* at p. 1802.) These elements are present.

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

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

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

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

18 **V. CONCLUSION**

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

22
23 Dated: April 8, 2026

JUSTICE LAW CORPORATION

24 By: 

25 Douglas Han
26 Attorneys for Plaintiff
27
28



Make a Reservation

GEDA, INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS OF THE GENERAL PUBLIC
SIMILARLY SITUATED vs UNITED SYSTEMS FIRE AND SECURITY, LLC, A NEVADA LIMITED
LIABILITY CORPORATION;

Case Number: 25CV106688 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2025-01-13 Location: Rene C. Davidson Courthouse - Department 21

Reservation	
Case Name: GEDA, INDIVIDUALLY, AND ON BEHALF OF OTHER MEMBERS OF THE GENERAL PUBLIC SIMILARLY SITUATED vs UNITED SYSTEMS FIRE AND SECURITY, LLC, A NEVADA LIMITED LIABILITY CORPORATION;	Case Number: 25CV106688
Type: Motion re: (Motion for Preliminary Approval of Class Action Settlement)	Status: RESERVED
Filing Party: Donato Geda, individually, and on behalf of other members of the general public similarly situated (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 21
Date/Time: 05/05/2026 2:30 PM	Number of Motions: 1
Reservation ID: 957549452159	Confirmation Code: CR-QHHFDPI6RELLDWKJE

Fees			
Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount:

\$1.00

Type:

Visa

Account Number:

XXXX7914

Authorization:

02479G

Payment Date:

n/a



Print Receipt



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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 ccastro@justicelawcorp.com

On April 8, 2026, I served the foregoing document described as

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

for the following case: **Donato Geda v. United Systems Fire and Security, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-1060231-24**
Court Case No.: 25CV106688
Alameda County Superior Court

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

[X] BY ELECTRONIC SUBMISSION

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.

[X] STATE

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

Executed on April 8, 2026, at Pasadena, California.



Christina Castro