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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

MARCOS CALDERON, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

FREEMAN EXPOSITIONS, LLC; and DOES 1 through 10, inclusive,

Defendants

Case No. 30-2024-01448303-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

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

[*Filed with the Declarations of Kane Moon, the Declaration of Plaintiff, the Declaration of Cheryl D. Orr, the Declaration of Jodey Lawrence, and [Proposed] Order*]

PRELIMINARY APPROVAL HEARING
Date: July 24, 2026
Time: 9:00 a.m.
Dept. CX101
Judge: Hon. William Claster

Res. ID: 74889438

Complaint Filed: December 23, 2024
Trial Date: Not set

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

PLEASE TAKE NOTICE that on July 24, 2026, at 9:00 a.m., in Department CX101 of this Court located at the Civil Complex Center at 751 West Santa Ana Blvd., Santa Ana, California 92701, pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769 *et seq*., Plaintiff Marcos Calderon ("Plaintiff") will move the Court for an Order granting preliminary approval of the proposed class action settlement between Plaintiff and Defendant Freeman Expositions, LLC. Plaintiff further moves the Court for an Order:

1. Granting preliminary approval of the Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement" or "Settlement Agreement");
2. Certifying a Class for settlement purposes;
3. Approving the Court Approved Notice of Class and Representative Action Settlement, the Request for Exclusion Form and the Objection Form, and plan for their distribution;
4. Appointing Plaintiff as Class Representative for settlement purposes;
5. Appointing Plaintiff's Counsel, Moon Law Group, PC, as Class Counsel for settlement purposes;
6. Appointing Phoenix Class Action Administration Solutions as the Administrator; and
7. Setting a final approval hearing no earlier than 120 days from preliminary approval.

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

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

Respectfully submitted,

Dated: June 29, 2026 MOON LAW GROUP, PC

By:______________________________________

Kane Moon
Allen Feghali
S. Phillip Song
Stanley J. Park
Attorneys for Plaintiff

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I. INTRODUCTION

Plaintiff Marcos Calderon ("Plaintiff") seeks preliminary approval of a proposed $420,000.00 non-reversionary, wage and hour class and representative California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA") action settlement with Defendant Freeman Expositions, LLC ("Defendant" and together with Plaintiff, the "Parties"). The Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement") will provide substantial monetary payments to approximately 1,125 class members. As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. Accordingly, Plaintiff requests that the Court preliminarily approve the proposed Settlement, certify the proposed settlement class, approve the proposed notice, and set a final approval hearing.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff's Claims and Procedural History

Defendant is a leading global event agency offering a complete solution for exhibitors, corporate events, and trade shows. (Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ["Moon Decl."], ¶ 4.). Plaintiff worked for Defendant as a foreman and pre-handler from approximately 2005 to February 2024. (*Id.*) Plaintiff was classified as non-exempt during the entirety of his employment, was represented by the International Brotherhood of Teamsters (the "Teamsters"), and was subjected to the same unlawful labor practices as the Class. (*Id.*)

Pursuant to PAGA, on December 19, 2024, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations, with certified mail service on Defendant, and paid the required filing fee. (*Id.* at ¶ 6, Ex. 2.) On December 23, 2024, Plaintiff filed a Class Action complaint, which alleges that Defendant systematically: (1) failed to pay minimum wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to indemnify necessary business expenses; (6) failed to timely pay final wages at termination; (7) failed to provide accurate itemized wage statements; and (8) engaged in unfair business practices. (*Id.* at ¶ 6.)

On February 25, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant to add a ninth cause of action for civil penalties under PAGA. (*Id.* at ¶ 7.) On March 3, 2026, for settlement purposes, Plaintiff filed a Second Amended Complaint to add any and all claims made during the mediation that were not already alleged and to define the Class and Aggrieved Employees as all current and former hourly, non-exempt employees of Defendant who worked for Defendant at any time during the Class/PAGA Period and were represented by the Teamsters (the "Operative Complaint"). (*Id.*) A file-stamped copy of the Operative Complaint containing the Court-assigned case number was submitted to the LWDA. (*Id.*) To date, the LWDA has not given its intention to investigate and intervene on the matter. (*Id.*)

These claims stem from Defendant's alleged failure to incorporate nondiscretionary bonuses into the regular rate of pay and alleged failure to pay employees for off-the-clock work, failure to reimburse necessary business expenses, and alleged systematic failures to provide meal periods and rest breaks. (*Id.* at ¶ 5.)

Defendant ardently opposes the merits of this case, denying Plaintiff's factual allegations. (*Id.* at ¶ 8.) Defendant argues the putative Class was paid all minimum wages, and sick pay owed and that Defendant did not allow its employees to work off-the-clock. (*Id.*) Moreover, Defendant argues that it met its meal and rest period obligations, and that Plaintiff and Class Members were provided with the opportunity to take all meal and rest periods to which they were entitled. (*Id.*) As for the unreimbursed business expenses, Defendant maintains it reimbursed Class Members for all necessary business expenses incurred, and that the purchase of items, including but not limited to staplers, markers, magnets, forklift keys, facemasks, and use of personal cellphone and vehicle were not required for work purposes. (*Id.*) Furthermore, to the extent that Plaintiff received wage statements that were allegedly inaccurate, Defendant asserts that Plaintiff suffered no actual damage or harm as a result, and that there was no knowing or intentional violation. (*Id.*; see, *e.g., Angeles v. U.S. Airways, Inc.* (N.D. Cal. Feb. 19, 2013) No. C 12-05860 CRB, 2013 WL 622032, at *10 ["A plaintiff must adequately plead an injury arising from an employer's failure to provide full and accurate wage statements, and the omission of the required information alone is not sufficient."].). (*Id.*) With respect to Plaintiff's claim for waiting time penalties, Defendant alleges that its good-faith belief that it paid all wages precludes the imposition of waiting time penalties since Plaintiff cannot prove that Defendant's alleged failure to pay all final wages at the time of separation was "willful." (Moon Decl., ¶ 8; *see, e.g., Pedroza v. PetSmart, Inc.* (C.D. Cal. June 14, 2012) No. ED CV 11–298 GHK (DTBx), 2012 WL 9506073, *5.) For these reasons, Defendant claims that it did not engage in any unfair business practices and denies liability under PAGA. (Moon Decl, ¶ 8.). Finally, Defendant also maintains the claims are improper for class treatment, in part, due to the individualized and testimony-intensive nature of the wage claims that could bar class certification or significantly reduce Defendant's overall liability. (*Id.*)

B. <u>Discovery and Investigation</u>

Following the filing of the complaint, the Parties met and conferred regarding an agreement to mediate the claims. (*Id.* at ¶ 9.) The Parties agreed to mediate with Debora Saxe, Esq., an experienced class and PAGA action mediator. (*Id.*) In preparation for mediation, the Parties agreed to a protocol for exchanging documents and information before the mediation. Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the action, including Plaintiff's complete personnel file, a sample of time and corresponding payroll records for Class Members, and information regarding the estimated number of current and former Class Members, Workweeks, Aggrieved Employees, PAGA Pay Periods, and average hourly pay. (*Id.*)

In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time/pay records and documents regarding Defendant's wage and hour policies. (*Id.* at ¶ 10.) Plaintiff's Counsel retained a statistics expert to analyze the sample records and prepare a damage analysis prior to mediation. (*Id.* at ¶ 10, Ex. 3) The sample time and pay records analyzed represented approximately 33% of total shifts worked in the Class Period, which allowed Plaintiff's expert to prepare an analysis with a high degree of certainty. (*Id.*) In conjunction with their extensive factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly, Plaintiff's Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for all claims. (*Id.*) Thus, Plaintiff's and his counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement. (*Id.*)

The Parties aver that they are not aware of the nature of any claims asserted in any case, or the definition of a class of parties on whose behalf any action was brought that would overlap with the putative Class, as defined in this matter, or would otherwise be extinguished or adversely affected by approval of this Settlement. (*Id.* at ¶ 11.)

C. Settlement Negotiations and Notice of Settlement to the LWDA

On January 9, 2026, the parties participated in a full-day mediation with Debora Saxe, Esq., a professional and neutral class and PAGA action mediator. (Moon Decl., ¶ 12.) The settlement negotiations were at arm's length and, although conducted in a professional manner, adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive discussion regarding the merits and certifiability of Plaintiff's claims and Defendant's defenses, a settlement was reached by the Parties, the material terms of which are encompassed within Settlement. (*Id.*, Ex. 1)

In compliance with Labor Code section 2699, Plaintiff's Counsel submitted a copy of the proposed Settlement Agreement and the instant moving papers. (*Id.* at ¶ 13, Ex. 4). The Proof of Service filed concurrently herewith also provides that the LWDA was served with the instant moving papers. (*Id.*) To date, Plaintiff's administrative exhaustion period under PAGA expired without the LWDA indicating its intent to investigate the alleged violations. (*Id.* at ¶ 13.).

The $420,000.00 Settlement represents approximately 51% of Defendant's minimum potential overall liability of $824,563.79. (*Id.* at ¶ 38.) The minimum recovery was calculated as follows: $40.20 (85% discount) for the regular rate claim; $37,913.31 (90% discount) for the off-the-clock claim; $135,921.60 (85% discount) for the meal period claim; $164,555.39 (90% discount for the rest break claim); $25,000.00 (90% discount) for the unreimbursed business expenses claim; $403,528.29 (95% discount) for waiting time penalties; $28,665.00 (95% discount) for wage statement penalties; and $29,940.00 (95% discount) for PAGA Penalties. (*Id.* at ¶¶ 31-37.)

D. Key Terms of the Proposed Settlement

1. Non-Reversionary Gross Settlement Amount (“GSA”): Defendant will pay a non-reversionary $420,000.00, subject to potential increase under an Escalator Clause, to resolve this litigation, exclusive of Defendant’s employer-side payroll taxes, which Defendant will separately pay. (Settlement, ¶ 3.0.) The Administrator will disburse the GSA without requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. (*Id.*)

2. Class, Class Period, Workweeks: There are approximately 1,125 members, defined as: all current and former hourly, non-exempt employees of Defendant who are/were represented by the Teamsters and who are/were employed by Defendant in California at any time during the Class Period. (*Id.* at ¶ 20; Settlement, ¶ 1.4.) The Class Period is from December 23, 2020, through April 9, 2026. (Settlement, ¶ 1.12; Declaration of Cheryl D. Orr in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement [“Orr Decl.”], ¶ 2.) There are an estimated 25,000 Workweeks in the Class Period, defined as any calendar week during the Class Period in which a Class Member worked at least one day for Defendant. (Settlement, ¶¶ 1.45, 7.0.)

3. Aggrieved Employees, PAGA Period, PAGA Pay Periods: There are approximately 843 Aggrieved Employees, defined as: all current and former hourly, non-exempt employees of Defendant who are/were represented by the Teamsters and who are/were employed by Defendant in California at any time during the PAGA Period. (*Id.* at ¶¶1.3; Moon Decl., ¶ 21.) The PAGA Period is from December 19, 2023, through April 9, 2026. (Settlement, ¶ 1.33; Orr Decl., ¶ 2.) There are approximately 5,988 PAGA Pay Periods, defined as any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. (*Id.* at ¶ 1.30; Moon Decl., ¶ 31.)

4. Released Class Claims: The Released Class Claims are limited to any and all claims, actions, or causes of action that are alleged in the Operative Complaint, or that could have been alleged in the Operative Complaint based upon or arising out of the facts alleged therein, that occurred during the Class Period, except for those arising under PAGA. (Settlement, ¶ 5.1.) The release excludes any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and/or workers’ compensation benefits. (*Id.*)

5. Released PAGA Claims: The Released PAGA Claims are limited to all claims that were alleged in the Operative Complaint and in the LWDA Notice, or that reasonably could have been alleged in the Operative Complaint and in the LWDA Notice based upon or arising out of the facts alleged therein. (*Id.* at ¶ 5.2.)

6. PAGA Penalties: $30,000.00 is to be paid from the GSA in settlement of the Released PAGA Claims, 35% of which is allocated to the Aggrieved Employees ($10,500.00) and 65% to the LWDA ($19,500.00). (*Id.* at ¶¶ 1.36, 3.1.4)

7. Net Settlement Amount: means the GSA less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. (Settlement, ¶ 1.28.) The remainder is to be paid to Participating Class Members as Individual Class Payments. (*Id.*)

8. Individual Class Payment: means the Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period. (*Id.* at ¶ 1.24.)

9. Individual PAGA Payment: means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code ("Labor Code") section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period. (*Id.* at ¶ 1.25.)

10. Uncashed Settlement Checks: Any funds remaining uncashed after 180 days from issuance will be transmitted to the California Controller's Unclaimed Property Fund together with the funds for any Class Member whose envelope is returned and no forwarding address can be located for the Class Member after reasonable efforts have been made, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP") section 384(b). (*Id.* at ¶¶ 4.1.1, 4.1.3.)

11. Tax Allocation of Settlement Payments: Individual Class Payments will be allocated as 20% as wages and 80% as penalties and interest for tax purposes (. (*Id.* at ¶ 3.1.3.2.) Individual PAGA Payments will be allocated as 100% penalties for tax purposes. (*Id.* at ¶ 3.1.4.2.)

12. Class Counsel Fees Payment and Class Counsel Expenses Payment: means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action. (*Id.* at ¶¶ 1.6, 1.7.) The Settlement provides for a Class Counsel Fees Payment of not more than 30% of the Gross Settlement Amount (currently estimated to be $126,000.00) for Plaintiff's Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to exceed $25,000.00. (*Id.* at ¶ 3.1.2.). There is no fee-splitting agreement. (Moon Decl., ¶ 17.) At final approval, Plaintiff's Counsel will submit contemporaneously made billing records for attorney's fees and costs. (*Id.*)

13. Class Representative Service Payment: Subject to Court approval, Plaintiff shall be paid a Class Representative Service Payment not to exceed $7,500. (*Id.* at ¶ 3.1.1.) This amount is for Plaintiff's services in support of the Action and General Release. (*Id.* at ¶ 1.14.)

14. Notice of Proposed Settlement: The Class Notice will be mailed in English and Spanish via first-class United States Postal Service ("USPS") mail of the settlement. (*Id.* at ¶ 6.3.) The Class Notice does not need to be translated into any other language as all Class Members are proficient in English and/or Spanish. (Moon Decl., ¶ 29.) Phoenix Class Action Administration Solutions ("Phoenix"), the proposed Administrator, will undertake its best efforts to ensure notice is provided to current addresses, including conducting a cross-check against USPS' National Change of Address List. (Settlement, ¶ 6.3.) Defendant will provide Class Data within 21 calendar days of preliminary approval. (*Id.* at ¶ 6.1.) The Administrator will mail notices within 14 calendar days of receiving the Class Data. (*Id.* at ¶ 6.3.) Returned notices will be re-mailed after a skip-trace. (*Id.* at ¶ 1.10.) Settlement administration costs are estimated to be $14,950.00, with a cap of $14,950.00 under the Settlement. (*Id.* at ¶ 3.1.3.) The Declaration of Jodey Lawrence ("Lawrence Decl.") is filed concurrently herewith and describes Phoenix's qualifications, data security procedures, and insurance. (Lawrence Decl., ¶¶ 5-18.)

15. Response Deadline and Procedures: Class Members will have 60 calendar days from the date of initial mailing to object, opt out, or challenge the number of Workweeks and/or PAGA Pay Periods, with an extension of 14 calendar days for re-mailed notices. (Settlement, ¶ 6.4.1.) A Request

for Exclusion Form and a Dispute Form will be provided to Class Members with the Class Notice.[1] (*Id.*, Exs. C, D.) Class Members need not file a notice of intention to appear at the Final Approval Hearing. (*Id.* at ¶ 6.12.3, Ex. A.)

16. Funding and Distribution: Defendant shall fund the GSA and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments by transmission of such funds to the Administrator within twenty-one (21) calendar days of the Effective Date. (*Id.* at ¶ 4.0.)

17. Website and Final Judgment: The Administrator will maintain a website to post information of interest to Class Members. (*Id.* at ¶ 6.11.) The Class Notice includes the URL of the website. (*Id.* at Ex. A.) The Administrator will provide notice of final judgment to the Class on the website. (*See id.* at ¶ 6.11.)

III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL

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

In evaluating a settlement, the trial court considers: 1) the strength of plaintiff's case; 2) the risk, expense, complexity, and likely duration of further litigation; 3) the risk of maintaining class action status through trial; 4) the amount offered in settlement; 5) the extent of discovery completed and the stage of the proceedings; 6) the experience and views of counsel; 7) the presence of a governmental participant; and 8) the reaction of the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.*, (2008) 168 Cal.App.4th 116, 128.) To approve a class action settlement, the court must satisfy itself that the class settlement is within the "ballpark" of

[1] An Objection Form is also included as Exhibit B to the Settlement. (Settlement, Ex. B.) However, if required by the Court, the Parties agree to remove the Objection Form, revise the Class Notice accordingly, and only distribute the Class Notice with the Exclusion Form and Dispute Form. (Moon Decl., ¶ 29, n.2.)

reasonableness. (*Id*. at p. 133.) The record need not contain the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation."].)

As discussed below, Plaintiff's Counsel have provided information necessary for this Court to determine that the proposed settlement is fair, adequate, and reasonable.

A. <u>The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation, Litigation, and Negotiation</u>

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

Courts presume the absence of fraud or collusion in the negotiation of a settlement. (Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 11.51.) Settlement is favored, and assessed realistically. (*Stamburgh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 ["The fact that a plaintiff might have received more if the case had been fully litigated is no reason not to approve the settlement."].)

Here, the Settlement was reached following a full-day mediation session with experienced mediator Debora Saxe, Esq. (Moon Decl., ¶ 12.) Prior to settling, Plaintiff's Counsel conducted informal discovery and investigation including reviewing the time and pay records, retaining an expert to analyze the records produced by Defendant and prepare a damage analysis, and investigating the applicable law regarding the claims and defenses asserted in the litigation. (*Id*. at ¶¶ 9-11, 30-31.) Thus, Plaintiff's Counsel were able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure. (*Id*.)

Plaintiff's Counsel also have considerable experience in litigating wage and hour class actions. (Moon Decl., ¶¶ 50-67.) This supports the conclusion that the Settlement terms are based on objective evidence, weighed against the risks and expenses of continued litigation.

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2. The Settlement Is Fair and Reasonable in Light of the Parties' Respective Legal Positions

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

The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. (Moon Decl., ¶ 41.) While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. (*Id*. at ¶ 39.) Plaintiff also recognizes that proving the amount of wages due to each Class Member would be an expensive, time-consuming, and uncertain proposition. (*Id*.) Furthermore, even if Plaintiff was able to pursue his claims on a class-wide basis and thereafter obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class Members. (*Id*. at ¶ 41.)

The proposed settlement of $420,000.00 therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. (*Id*. at ¶ 44.) Because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. (*Id.* at ¶ 38.) When considering the risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the settlement amount of $420,000.00 is within the "ballpark" of reasonableness, and preliminary settlement approval is appropriate. (*Id*. at ¶ 44.)

The Net Settlement Amount available for settlement payments is currently estimated to be

$216,550.00 for an estimated Class size of **1,125 individuals**.[2] (*Id.* at ¶ 43.) Each Participating Class Member is eligible to receive an average benefit of approximately **$192.49**, or approximately **5.44 hours of work**. (*Id.*) Based on 25,000 Workweeks, **the average Workweek value is estimated to be $8.66**. (*Id.*) The Individual Class Payments are estimated to range from $8.66 to $2,390.16. (*Id.*) Additionally, **843 Aggrieved Employees** are each expected to receive an average of **$12.46** from the Individual PAGA Payments of $10,500.00, at a **PAGA Pay Period value of $1.75** based on the **5,988 PAGA Pay Periods**. (*Id.*) The Individual PAGA Payments are estimated to range from $1.75 to $213.60. (*Id.*) Accurate estimates of the high, low, and average payments will be provided to the Court in Plaintiff's Motion for Final Approval. (*Id.*)

3. Plaintiff's Counsel Have Extensive Experience in Class Action Litigation

The settlement negotiations were conducted by highly capable and experienced counsel. (*See id.* at ¶¶ 50-67.) Plaintiff's Counsel have a strong record of vigorous and effective advocacy for their clients and are experienced in handling complex wage and hour class action litigation. (*Id.*) Although Plaintiff and his counsel were prepared to litigate the claims, they support the proposed Settlement as being in the best interest of the Class Members. (*Id.* at ¶¶ 12, 30.)

B. <u>The Proposed Class Notice of Settlement Should Be Approved</u>

The proposed Notice of Class and Representative Action Settlement ("Class Notice"), in the form attached to the Settlement as Exhibit A, should be approved for dissemination to the Class. The Class Notice informs the class of the terms of the Settlement and of their rights to be excluded from the Settlement. If there are Class Members who wish to object to this proposed Settlement, they can also file an objection and be heard at the Final Approval Hearing. Accordingly, the proposed Class Notice meets all the requirements of Rule 3.769(f) of the California Rules of Court.

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[2] The Net Settlement Amount is at least $420,000 less the following: $7,500 for the Class Representative Service Payment, $14,950 for the Administration Expenses Payment, $30,000 for the PAGA Penalties payments to the LWDA and to Aggrieved Employees, $126,000.00 for Class Counsel's attorneys' fees, and up to $25,000.00 for Class Counsel's litigation costs. (Settlement Agreement, ¶¶ 1.27, 3.0-3.1.4.)

C. The Proposed Attorneys' Fees and Costs Are Reasonable

The Settlement provides a Class Counsel Fees Payment of not more than 30% of the Gross Settlement, which is currently estimated to be $126,000.00 and a Class Counsel Expenses Payment of not more than $25,000.00.[3] (Settlement, ¶ 3.1.2.) These amounts are subject to Court approval. (*Id.*) These amounts will be disclosed to all Class Members in the proposed Class Notice and are reasonable.

1. Class Counsel Will Request an Award of Fees Based on The "Common Fund" Method

California courts have long awarded attorneys' fees as a percentage of the benefit created by counsel on behalf of a class. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34.) The California Supreme Court affirmed in *Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal.5th 480 that trial courts may determine a reasonable fee by choosing an appropriate percentage of the fund created. (*Id*. at p. 503.) Class Counsel seek an award of attorneys' fees on the "percentage of recovery/common fund" theory, which serves to "spread litigation costs proportionally among all the beneficiaries" (*Vincent v. Hughes Air West, Inc.* (1977) 557 F.2d 759, 769.) 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. (*See* Conte & Newberg, Newberg on Class Actions (3rd Ed.) § 14.03.)

Here, Plaintiff requests attorneys' fees equal to 30% of the Gross Settlement Amount, consistent with prevailing guidelines. (*Compare* Settlement, ¶ 3.1.2 *with Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11. [stating fee awards in class actions average around one-third of the recovery.)

Additionally, the fee-shifting provisions of Labor Code §§ 218.5, 226, 1194 and 2699, *et seq*. would permit Plaintiff to recover his actual attorneys' fees, even if those fees were larger than the total class recovery at the conclusion of this case. This further supports the reasonableness of the requested fee. Plaintiff's Counsel also undertook this matter solely on a contingent basis, with no

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[3] Plaintiff's Counsel's current litigation costs are $24,590.27, and they anticipate incurring additional costs up to final approval. (Moon Decl., ¶¶ 17, 75, Ex. 5.)

guarantee of recovery. (*Id.*)

2. The Experience, Reputation and Ability of Plaintiff's Counsel Support the Requested Fee Award

As demonstrated by their past experience in pursuing class actions on behalf of consumers and employees, Plaintiff's Counsel possess considerable expertise in litigating class actions and have been involved as lead counsel or co-counsel in several class actions, resulting in millions in recovery. (Moon Decl., ¶¶ 50-67.)

Their experience in wage and hour class actions was integral in evaluating the strengths and weaknesses of the case and the reasonableness of the settlement. (*Id.* at ¶ 68.) Therefore, the requested fee award is reasonable and fair. A detailed analysis of why the fee request is appropriate, including contemporaneously made billing entries to support a lodestar analysis, will be provided in support of Plaintiff's motion for final approval.

D. <u>The Service Award To Plaintiff Is Reasonable</u>

Named plaintiffs in class action lawsuits are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on the class. (*Munoz, supra, 1*86 Cal.App.4th at p. 412.) Service awards are particularly important in wage and hour cases where retaliation against employees for asserting statutory rights is widespread despite anti-retaliation protections. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.)

The Settlement provides a Class Representative Service Award of $7,500 to Plaintiff, subject to Court approval. (Settlement, ¶ 3.1.1.) Plaintiff devoted significant time assisting counsel in the case and communicated with counsel frequently for litigation and to prepare for mediation. (Moon Decl., ¶¶ 45-49; Declaration of Plaintiff Marcos Calderon in Support of Approval of Class Action and PAGA Action Settlement ["Plaintiff Decl."], ¶¶ 11–21.) This amount is reasonable particularly in light of the substantial benefits Plaintiff generated for all class members. (Moon Decl., ¶¶ 45–49.) A detailed analysis of why the proposed amount is appropriate will be provided in support of Plaintiff's motion for final approval.

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IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

A. Legal Standard

The proposed Settlement Class is well suited for class certification. Code of Civil Procedure section 382 provides that when a question is of common or general interest, one or more may sue or defend for the benefit of all. Two requirements must be met: (1) an ascertainable class; and (2) a well-defined community of interest in the questions of law and fact. (*Daar v. Yellow Cab Co*. (1967) 67 Cal. 2d 695, 704.) The community-of-interest requirement embodies three factors: (1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Richmond v. Dart Indus., Inc*. (1981) 29 Cal. 3d 462, 470.) California law favors the fullest and most flexible use of the class action device, and any doubt as to the appropriateness of class treatment should be resolved in favor of certification. (*Id.* at pp. 469-75.)

B. Plaintiff Maintains That The Criteria For Class Certification Are Satisfied

1. The Class Is Ascertainable and Numerous

The proposed class is ascertainable because the class definition is sufficiently precise, consists of 1,125 individuals, and Class Members can be readily identified from Defendant's regular business records based on their employment by Defendant in California, non-exempt classification, representation by the Teamsters, and actual work during the Class period. (Settlement, ¶ 1.4; Moon Decl., ¶ 31; *see Miller v. Woods*, 148 Cal. App. 3d 862, 873 (1983); *Wilner v. Sunset Life Ins. Co*. (2000) 78 Cal.App.4th 952, 959-60.)

With approximately 1,125 Class Members, numerosity is plainly satisfied. (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.)

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

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

In this case, the employment practices at issue are: whether Defendant had legally compliant policies and practices to pay employees all wages owed; had legally compliant policies and practices to provide employees with meal periods; had legally compliant policies and practices authorizing and permitting its employees to take rest periods; had legally compliant policies and practices reimbursing its employees for business expenses; whether final payment of wages was untimely and excluded unpaid wages, including meal period premium wages, and rest period premium wages; whether all wages were paid to employees at the time of termination of the employment relationship; and whether the wage statements were consequently non-compliant. Plaintiff contends that the factual and legal issues are the same for all Class Members. (Plaintiff Decl., ¶ 5.) Further, all Class Members suffered from and seek redress for the same alleged injuries. (*Id.*; Moon Decl., ¶ 4.) Considering that Class Members would need to prove the same issues of law and fact to prevail and their legal remedies are identical, it would be preferable to resolve all claims through a settlement agreement than to force each Class Member to litigate their own individual claims. Thus, the Court should grant conditional class certification for settlement because common questions of law and fact predominate over any individual questions within the class.

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

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

Decl., ¶¶ 2,6.)

4. Plaintiff and His Counsel Meet the Adequacy Requirement

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

Here, all requirements are met. Plaintiff retained counsel with extensive experience in prosecuting complex class actions, including similar class actions that previously settled. (Moon Decl., ¶¶ 50-67.) With their combined experience, Plaintiff's Counsel unquestionably are "qualified, experienced and generally able to conduct the proposed litigation." (*Miller*, *supra*, 148 Cal.App.3d at 875.) In addition, Plaintiff has no conflicts, and Plaintiff has, with counsel, litigated this case and diligently reviewed the settlement terms, showing his dedication. (Plaintiff Decl., ¶¶ 8-21.) Plaintiff's willingness to serve as a representative demonstrates his serious commitment to bringing about the best results possible for the class. (*Id.* at ¶¶ 11-21; *McGhee*, *supra,* 60 Cal.App.3d at p. 451.)

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

Finally, in making its class certification decision, the Court must determine that a class action would be superior to alternative means for the fair and efficient adjudication of the litigation. By consolidating many potential individual actions into a single proceeding, this Court's use of the class action device enables it to manage this litigation in a manner that serves the economics of time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly situated employees with small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort and expense required to prosecute individual actions. (*Gentry v. Super. Ct.* (2007) 42 Cal. 4th 443, 457-62; *Leyva v. Medline Ind.* (9th Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the superiority concerns are essentially non-existent.

V. <u>THE PROPOSED NOTICE IS CONSTITUTIONALLY SOUND</u>

A. <u>The Proposed Notice Plan Satisfies Due Process</u>

Notice requirements are set forth in the California Rules of Court. Cal. Rules of Court, Rule

3.766 (e) and (f). California law vests the Court with broad discretion in fashioning an appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no statutory or due process requirement that all class members receive actual notice, but in this matter, the class members will receive direct first-class mailed notice. (Settlement, ¶ 6.3.) As the Court of Appeals has explained, "[t]he notice given should have a reasonable chance of reaching a substantial percentage of the Class Members . . . ." (*Id.* at p. 974.) In this case, notice will be provided by direct mailing, the best possible form of notice under the circumstances. (Settlement, ¶ 6.3.)

B. <u>The Class Notice Is Accurate and Informative</u>

The proposed Class Notice should be approved. It will be provided in both English and Spanish, which is sufficient to allow all Class Members to understand. (*Id.* at ¶ 6.3; Moon Decl., ¶ 29.) It informs Class Members of the settlement terms and their rights to be excluded, object, and be heard at the Final Approval Hearing. (Settlement, Ex. A.)

The Class Notice is neutral, summarizes the proceedings, the Settlement terms, and makes clear that the Settlement does not constitute an admission of liability by Defendant. (*Id.*) It also states that the final settlement approval decision has yet to be made. (*Id.*) Accordingly, the Class Notice complies with the standards of fairness, completeness, and neutrality required of a combined settlement-certification class notice.

VI. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the proposed settlement and set a Final Approval Hearing no earlier than 120 days from preliminary approval.

Respectfully submitted,

Dated: June 29, 2026 MOON LAW GROUP, PC

By: ______________________________
Kane Moon
Allen Feghali
S. Phillip Song
Stanley J. Park
Attorneys for Plaintiff

PROOF OF SERVICE

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 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017. On **June 29, 2026**, I served the foregoing document described as:

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

X__ by placing ___ the original _X_ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Attorneys for Defendant

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE.** I did not receive an error message.

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

Executed this**, June 29, 2026** at Los Angeles, California.

Ivette Hernandez	*/s/ Ivette Hernandez*
Type or Print Name	Signature