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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JEANNETTE BEAUDELAIRE, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

DIRECTORS GUILD OF AMERICA, INC.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV33849

CLASS AND REPRESENTATIVE ACTION

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

[*Filed with the Declaration of Kane Moon, the Declaration of Plaintiff, the Declaration of Jodey Lawrence, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date: April 13, 2027
Time: 10:00 a.m.
Dept.: 7
Judge: Hon. Samantha Jessner

Complaint Filed: December 23, 2024
FAC Filed: February 25, 2025
SAC Filed: February 28, 2025
Trial date: Not set

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

PLEASE TAKE NOTICE that on April 13, 2027 at 10:00 a.m. in Department 7 of this Court, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769 *et seq*., Plaintiff Jeannette Beaudelaire ("Plaintiff") will, and hereby does, move the Court for an order granting preliminary approval of the proposed class action settlement between Plaintiff and Defendant Directors Guild of America, Inc. ("Defendant"). Specifically, Plaintiff moves the Court for an order:

1. Granting preliminary approval of the Class and Representative Action Settlement Agreement, including approval of the PAGA Settlement pursuant to Labor Code section 2699, subdivision (s)(2);
2. Certifying the Class, for settlement purposes only;
3. Approving the Class Notice and the plan for its distribution;
4. Appointing Plaintiff as Class Representative, for settlement purposes only;
5. Appointing Moon Law Group, PC as Class Counsel, for settlement purposes only;
6. Appointing Phoenix Class Action Administration Solutions as the Administrator; and
7. Setting a Final Approval Hearing at least 135 days from the date of preliminary approval.

The motion will be based upon this notice, the attached memorandum of points and authorities, the supporting declarations and attachments thereto, the records and files in this action, and any other 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: _____, 2026 **MOON LAW GROUP, PC**

By: _____

Kane Moon
Allen Feghali
S. Phillip Song
Morgan W. Simpson
Attorneys for Plaintiff Jeannette Beaudelaire

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Jeannette Beaudelaire ("Plaintiff") seeks preliminary approval of a proposed $223,280.00 non-reversionary, wage-and-hour class action and PAGA representative settlement (the "Settlement") with Defendant Directors Guild of America, Inc. ("Defendant") (together with Plaintiff, the "Parties"). The Settlement will provide substantial monetary payments to an estimated 176 Class Members who worked an estimated aggregate of 13,819 Workweeks, approximately 93 of whom are Aggrieved Employees who worked an estimated aggregate of 275 PAGA Pay Periods. 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, informal discovery, and negotiations between the Parties. The negotiations were at arm's length and were facilitated through private mediation by an experienced and neutral wage-and-hour mediator, Lynn Frank, Esq. Accordingly, Plaintiff requests that the Court preliminarily approve the Settlement, certify the proposed Class, approve the proposed Class Notice to Class Members, and set a Final Approval Hearing no earlier than 135 days from the date of preliminary approval.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff's Claims and Procedural History

This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"). (Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement ["Moon Decl."], ¶ 2.) Plaintiff seeks to represent a class of all persons who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period, as set forth in the Class and Representative Action Settlement Agreement (the "Settlement"). (*Id.*, Ex. 1.) Defendant is a labor organization that represents directors and members of the directorial team working in film, television, and other media, with its principal place of business in Los Angeles, California. (*Id.* at ¶ 3.) Plaintiff worked for Defendant from approximately April 2022 to January 2024 and was

classified as a non-exempt, hourly-paid employee throughout her employment. (*Id.*) Plaintiff contends that she and other non-exempt, hourly-paid employees were subjected to the same unlawful labor practices, including the failure to pay wages for all hours worked. (*Id.*)

Plaintiff's claim for unpaid minimum and overtime wages stems from allegations that Defendant failed to compensate Plaintiff and other employees for off-the-clock work, and that Defendant failed to incorporate all non-discretionary bonuses and other remuneration into the regular rate of pay for purposes of calculating overtime, meal premium, and sick pay. (*Id.* at ¶ 4.) Plaintiff's meal and rest period claims are based on allegations that Class Members were sometimes required to work in excess of five consecutive hours without a compliant, duty-free 30-minute meal period, and in excess of four consecutive hours without an authorized and permitted 10-minute rest period, and that Class Members frequently worked through rest breaks due to their workload without payment of premium wages. (*Id.*) Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellular telephones for work and to purchase office supplies without reimbursement. (*Id.*) Finally, Plaintiff brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA. (*Id.*)

Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff filed a Class Action Complaint on December 23, 2024, in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV33849, which alleged 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 periods; (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 ¶ 5.)

Pursuant to PAGA, on December 19, 2024, Plaintiff gave written notice by online submission 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 February 25, 2025, Plaintiff timely filed a First Amended Class

and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA. (*Id.*) On February 28, 2025, Plaintiff filed the operative Second Amended Class and Representative Action Complaint to correct the misspelling of Plaintiff's last name (the "Operative Complaint"). (*Id.*) More than sixty-five days elapsed after Plaintiff provided her PAGA notice, and the LWDA did not indicate its intent to investigate the alleged violations; Plaintiff thereby exhausted her administrative remedies under Labor Code section 2699.3. (*Id.* at ¶ 7.) In compliance with Labor Code section 2699, Plaintiff subsequently submitted to the LWDA a file-stamped copy of the Operative Complaint containing the Court-assigned case number. (*Id.*) To date, the LWDA has not indicated its intent to investigate the alleged violations or to intervene in this Action. (*Id.*)

Defendant ardently opposes the merits of this case and denies the allegations in the Operative Complaint in their entirety, denies any failure to comply with any laws, denies any and all liability for the causes of action alleged, and further denies that this is a proper case for class certification. (*Id.* at ¶ 8.) Among other things, Defendant contends that it compensated Class Members and Aggrieved Employees for all hours worked, that any additional payments were discretionary bonuses that it was not required to incorporate into the regular rate of pay, that it complied with all of its meal and rest period obligations, that it complied with all of its reimbursement obligations, that any failure to pay all final wages at the time of separation was not willful, and that to the extent any wage statements were inaccurate, employees suffered no actual injury. (*Id.*) Defendant also maintains that 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. Discovery and Investigation

The Parties agreed to mediate this action with Lynn Frank, Esq., an experienced class and PAGA action mediator. (*Id.* at ¶ 9.) In preparation for mediation, the Parties agreed to a protocol for an informal production of documents and information. (*Id.*) Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action, including Defendant's time records and payroll

data, as well as documents reflecting Defendant's meal and rest break and other wage-and-hour policies. (*Id.*)

In preparation for mediation, Plaintiff's Counsel reviewed and analyzed all the information Defendant provided, including the sample time and pay records and the documents regarding Defendant's wage-and-hour policies. (*Id.* at ¶ 10.) Plaintiff's Counsel obtained the assistance of a data consulting firm, Berger Consulting Group, to analyze the sample records and prepare a damages analysis prior to mediation. (*Id.*) Plaintiff's expert reviewed a statistically reliable sample of time and pay records covering 43 employees (approximately 23.86% of the putative Class) and 10,063 shifts worked, which were extrapolated across the Class and allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. (*Id.*) In conjunction with their factual investigation, Plaintiff's Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly, Plaintiff's Counsel was 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 her 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.*)

Plaintiff's Counsel is not aware of any individual, representative, or class action, in this or any other jurisdiction, asserting claims similar to those asserted in this action on behalf of individuals who would also be members of the putative Class, or that 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 27, 2026, the Parties participated in a private mediation with Lynn Frank, Esq., an experienced wage-and-hour mediator. (*Id.* at ¶ 12.) The negotiations were at arm's length and, although conducted in a professional manner, were 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 its position through trial and appeal if a settlement had not been reached. (*Id.*) After a full discussion regarding the strengths and weaknesses of Plaintiff's

claims and Defendant's defenses, and with the assistance of the mediator, the Parties reached a resolution, the material terms of which are set out in the Settlement. (*Id.*)

In compliance with Labor Code section 2699, notice of settlement and a copy of the proposed Settlement were submitted to the LWDA. (*Id.* at ¶ 13, Ex. 3.) To date, the LWDA has not indicated any objection to the Settlement. (*Id.*)

D. Key Terms of the Proposed Settlement

The key terms of the Settlement include:

1. Gross Settlement Amount and Funding: The Gross Settlement Amount ("GSA") is $223,280.00, subject to potential increase under an Escalator Clause, and is non-reversionary. (Settlement, ¶¶ 1.20, 3.0.) Defendant will separately pay its employer-side payroll taxes owed on the Wage Portion of Individual Class Payments, in addition to the GSA. (*Id.* at ¶ 3.3.) Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to pay its share of payroll taxes by transmitting the funds to the Administrator within fifteen (15) calendar days of the Effective Date. (*Id.* at ¶ 4.0.) The Administrator will disburse the entire Gross Settlement Amount without requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. (*Id.* at ¶ 3.0.)

2. Escalator Clause: Defendant represents that there are no more than 13,819 total Workweeks worked during the Class Period. (*Id.* at ¶ 7.0.) If the number of Workweeks in the Class Period exceeds that figure by more than 10% (i.e., exceeds 15,201 Workweeks), then the Gross Settlement Amount shall increase by the percentage that the actual number of Workweeks exceeds 15,201, or, at Defendant's option, Defendant may elect to limit the Class Period to the point at which the number of Workweeks reaches 15,201. (*Id.*) Defendant shall inform Plaintiff and Plaintiff's Counsel of its election before the hearing on Preliminary Approval. (*Id.*)

3. Class Representative Service Payment: Plaintiff has agreed to forego any enhancement or service payment as the named Plaintiff in the Action. (*Id.* at ¶ 3.1.2.) Separate and apart from the Gross Settlement Amount, Plaintiff has agreed to resolve her individual claims for an amount up to $30,000.00 pursuant to a separate settlement agreement, which is not subject to Court approval. (*Id.* at ¶ 3.2.)

4. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment: The Settlement permits a fee application of not more than thirty-three percent (33%) of the GSA (currently estimated to be $73,682.40) for reasonable attorneys' fees, plus reimbursement for actual litigation expenses not to exceed $22,000.00, payable to Class Counsel from the GSA. (*Id.* at ¶¶ 1.6, 3.1.1.) In the event the amounts finally approved are less, the difference will be allocated to the Net Settlement Amount. (*Id.*) To date, Plaintiff's Counsel has incurred $19,159.10 in actual litigation costs. (Moon Decl., ¶ 17, Ex. 4.)

5. Administration Costs Payment: The Settlement provides an Administration Expenses Payment to the Administrator, payable from the GSA, in an amount not to exceed $7,500.00, except for a showing of good cause and as approved by the Court. (Settlement, ¶ 3.1.3.) In the event the amount of actual administration costs is less and/or the amount approved by the Court is less than requested, the difference will be retained in the Net Settlement Amount. (*Id.*) The Parties jointly selected Phoenix Class Action Administration Solutions ("Phoenix") as the neutral entity to administer this Settlement based on its quote of $7,250.00. (*Id.* at ¶¶ 1.1, 6.0; Moon Decl., ¶ 18, Ex. 5.)

6. Aggrieved Employees; PAGA Penalties; Individual PAGA Payments: "Aggrieved Employee" is defined as a person who worked for Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period. (Settlement, ¶ 1.3.) The "PAGA Period" is December 19, 2023, through March 31, 2024. (*Id.* at ¶ 1.32.) The Settlement allocates $20,000.00 from the GSA for PAGA civil penalties, which will be distributed 65% ($13,000.00) to the LWDA and 35% ($7,000.00) to Aggrieved Employees pursuant to PAGA. (*Id.* at ¶¶ 1.31, 3.1.5.) The Administrator will calculate each Individual PAGA Payment by dividing the Aggrieved Employees' 35% share of PAGA Penalties ($7,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (*Id.* at ¶ 3.1.5.1.) Based on an estimated 93 Aggrieved Employees, the estimated average Individual PAGA Payment is $75.27. (Moon Decl., ¶ 20.)

7. Net Settlement Amount: The Administrator will deduct the following Court-approved payments from the Gross Settlement Amount: the Individual PAGA Payments, the LWDA PAGA

Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (Settlement, ¶¶ 1.26, 3.1.) The remaining Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments and will be no less than $100,097.60. (Moon Decl., ¶ 21.)

8. Class Members and Class Period: The Class is defined as all persons who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period. (Settlement, ¶ 1.4.) For purposes of Settlement, the "Class Period" is December 23, 2020, through March 31, 2024. (*Id.* at ¶ 1.12.) There are an estimated 176 Class Members who collectively worked approximately 13,819 Workweeks. (Moon Decl., ¶¶ 22, 32.)

9. Individual Class Payments: An Individual Class Payment is a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. (Settlement, ¶¶ 1.21, 3.1.4.) Based on an estimated 176 Class Members, the average Individual Class Payment is estimated to be $568.73. (Moon Decl., ¶ 23.)

10. Tax Allocations: Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"), subject to tax withholding and reported on an IRS W-2 Form. (Settlement, ¶ 3.1.4.1.) Eighty percent (80%) of each Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion") and reported on an IRS 1099 Form. (*Id.*) Individual PAGA Payments will be reported on IRS 1099 Forms. (*Id.* at ¶ 3.1.5.2.)

11. Disbursement and Uncashed Funds: Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment. (*Id.* at ¶ 4.1.) The face of each check shall prominently state the date (180 days after the date of mailing) on which the check will be voided. (*Id.* at ¶ 4.1.1.) Funds from any checks that remain uncashed and cancelled after the void date shall be distributed to the Greg E. Knoll Justice Gap

Fund, the cy pres recipient selected by the Parties and approved by the Court, in accordance with the requirements of California Code of Civil Procedure section 384. (*Id.* at ¶ 4.1.3.)

12. Released Class Claims: All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint arising during the Class Period, including claims for failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code sections 17200, *et seq.*, and statutory waiting time penalties based on the foregoing ("Released Class Claims"). (*Id.* at ¶ 5.0.)

13. Released PAGA Claims: All Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint or Plaintiff's PAGA Notice, arising during the PAGA Period ("Released PAGA Claims"). (*Id.* at ¶ 5.1.) Aggrieved Employees who submit a valid and timely Request for Exclusion from the Class Settlement remain bound by the release of the Released PAGA Claims and will still receive their Individual PAGA Payments. (*Id.* at ¶¶ 6.12.1.2.)

14. Plaintiff's General Release and Waiver of Rights Under California Civil Code Section 1542: Pursuant to the separate individual settlement agreement, Plaintiff has agreed to a general release of all claims arising out of and relating to her employment with Defendant, except for workers' compensation claims, including all known and unknown claims pursuant to an express waiver of California Civil Code section 1542. (*Id.* at ¶ 3.2.)

15. Effective Date of Claims Releases: The releases become effective on the date Defendant fully funds the entire Gross Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. (*Id.* at ¶ 5.0.)

16. Released Parties: "Released Parties" means Defendant Directors Guild of America, Inc., and each of its past, present, and future subsidiaries, parents, affiliated and related entities, divisions, successors, predecessors, and assigns; and each of its past, present, and future owners, officers, directors, shareholders, board members, agents, members, insurers, employees, advisors, accountants, attorneys, representatives in their capacity as such and its respective heirs, assigns, legal representatives, trustees, heirs, executors, administrators, predecessors, successors, or assigns. (*Id.* at ¶ 1.39.)

17. Class Notice: No later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States mail, the Class Notice substantially in the form attached to the Settlement as Exhibit A, in English and Spanish. (*Id.* at ¶¶ 1.11, 6.3.) Defendant will provide the Class Data to the Administrator within sixty (60) calendar days after Preliminary Approval. (*Id.* at ¶ 6.1.) The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate those amounts. (*Id.* at ¶ 6.3.) The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. (*Id.* at ¶ 6.11.) The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails. (*Id.*).

18. Response Deadline and Procedures for Disputing Workweeks and Pay Periods, Opting Out, or Objecting: Class Members will have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to request exclusion from the Class Settlement, object to the Settlement, or

challenge the number of Workweeks and/or PAGA Pay Periods allocated to them. (*Id.* at ¶¶ 1.41, 6.12.) A Class Member need not submit any claim form as a condition of receiving an individual settlement payment. (*Id.* at ¶ 3.0.) If a Class Notice is returned as undelivered, the Administrator will re-mail it using any forwarding address provided by the USPS or, if none is provided, an address obtained through an Address Search using the National Change of Address database and skip traces. (*Id.* at ¶¶ 1.10, 6.4.)

19. No Related Actions: The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (*Id.* at ¶ 2.8.)

III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL

The law favors the settlement of lawsuits, particularly in class actions and other complex cases. (*See, e.g.*, *Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 272, 277-81.) 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 [citing authority omitted].) To approve a settlement, the Court must find "the settlement is fair, adequate, and reasonable." (*Id.*) This Court has wide discretion in making this determination. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness, adequacy, and reasonableness are presumed, as here, when: "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are 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. 1802 [citing Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.41].)

In evaluating a settlement, the trial court considers the following factors: (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 settlement amount offered; (5) the extent of discovery completed and the stage of the proceedings; (6) counsel's experience and views; (7) the presence of a governmental participant; and (8) the class members' reaction 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 reasonableness." (*Id.* at p. 133.) The record need not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408-09 [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 instead, 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 materials and information exceeding the threshold required for this Court to conclude the Settlement is fair, reasonable, and adequate.

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, Informed and Non-Collusive Arm's-Length Negotiations, and Realistic Claims Analysis

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered. (Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.51.) Settlement is favored, and settlement agreements are realistically assessed. (*Stambaugh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 ["The fact that the plaintiff might have received more if the case had been fully litigated is no reason not to approve the settlement."].) Thus, there is a presumption here that negotiations were conducted in good faith.

Plaintiff's Counsel have conducted a thorough investigation into the facts of this case. (Moon Decl., ¶ 31.) As noted above, the Settlement was reached through arm's-length negotiations, private mediation before Lynn Frank, Esq., and with the assistance of a data consulting firm. (*Id.* at ¶¶ 10, 12, 31.) Based on Defendant's informal production, on Plaintiff's Counsel's independent investigation and evaluation, and on their experience in wage-and-hour litigation, Plaintiff's Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. (*Id.* at ¶ 31.)

Based on Plaintiff's Counsel's review of the time, payroll, and additional data provided by Defendant, on the analysis of the sample records prepared in connection with mediation, and on information from Plaintiff, Plaintiff's Counsel evaluated the estimated maximum and risk-adjusted exposure that Defendant faced. (*Id.* at ¶ 32.) Based on the data analyzed in preparation for mediation, it is estimated that there were approximately 176 non-exempt employees who collectively worked approximately 13,819 Workweeks, approximately 93 Aggrieved Employees who collectively worked approximately 275 PAGA Pay Periods, and approximately 60 former employees within the three-year statute of limitations period for waiting time penalties, that Class Members' average hourly rate was $24.13, and that the average regular rate was $24.15. (*Id.*) Specifically, the total estimated realistic recovery (adjusted for risks at certification and proof on the merits) for the alleged claims, including penalties, is estimated to be $258,741.55. (*Id.* at ¶¶ 32, 39.) This amount was calculated as follows: $21,227.46 (90% discount) for the off-the-clock claim; $446.00 (75% discount) for the regular rate claim; $95,144.59 (50% discount) for the meal period claim; $109,299.25 (90% discount) for the rest period claim; $13,819.00 (90% discount) for the unreimbursed business expenses claim; and $18,805.25 (95% discount) for the statutory and civil penalty claims, consisting of waiting time penalties, wage statement penalties, and PAGA penalties. (*Id.* at ¶¶ 32-38.) The foregoing discounts were based on the evidence analyzed in preparation for mediation and the arguments made during arm's-length settlement negotiations. (*Id.* at ¶¶ 33-38.)

Using these figures, Plaintiff's Counsel calculated Defendant's total maximum exposure to be $2,011,635.00, and the total realistic (risk-adjusted) recovery for all claims, including penalties, to be $258,741.55. (*Id.* at ¶ 39.) The $223,280.00 Gross Settlement Amount represents approximately 86% of that realistic recovery. (*Id.*) Based on Plaintiff's position, this is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything. (*Id.*) Defendant vehemently denies and disputes Plaintiff's valuation of the claims and denies all liability. (Settlement, ¶¶ 2.5, 11.1.)

2. The Class Settlement Is Fair Considering the Parties' Respective Positions and Significant Risks to Certification and Proof on the Merits

A settlement is not judged against what a plaintiff might recover had she prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Comp., 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.'"] [quoting *Air Line Stewards v. Am. Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101, 109].)

Here, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and the LWDA. (Moon Decl., ¶ 31.) While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action. (*Id.* at ¶ 41.) Plaintiff also recognizes that proving the amount owed to each Class Member would be an expensive, time-consuming, and uncertain proposition. (*Id.*)

The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. (*Id.* at ¶ 42.) The individualized and testimony-intensive nature of several claims, including the rest period and unreimbursed expense claims, could bar manageability of the representative claims or otherwise significantly reduce any recovery. (*Id.*) Even assuming employees would be willing to participate, obtaining declarations could reveal that each individual employee had a different experience. (*Id.*) Furthermore, even if Plaintiff were able to pursue her claims on a class-wide basis and obtain 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. (*Id.* at ¶ 43.) Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not completed extensive formal discovery, and the Parties would incur considerably

more attorneys' fees and costs through trial. (*Id.*) In sum, this Settlement avoids the risks, burdens, and accompanying expense of further litigation. (*Id.*)

The Net Settlement Amount available for distribution to Participating Class Members is estimated to be no less than $100,097.60 for an estimated Class of 176 individuals. (*Id.* at ¶¶ 21, 23.) As a result, it is estimated each Participating Class Member will receive an average Individual Class Payment of approximately $568.73 prior to tax withholdings on the wage portion of payments. (*Id.* at ¶ 23.) The actual amounts to Participating Class Members will vary based on each individual's number of Workweeks during the Class Period; thus, those who worked longer will receive a gross benefit greater than the average estimated amount. The proposed $223,280.00 Settlement therefore represents a substantial recovery when compared to Plaintiff's reasonably forecasted recovery. (*Id.* at ¶¶ 39, 41.) When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate. (*Id.* at ¶ 41; *Kullar*, *supra*, 168 Cal.App.4th at p. 133; *see Munoz*, *supra*, 186 Cal.App.4th at pp. 408-09.)

3. The PAGA Settlement Is Fair Considering the Parties' Respective Positions and Significant Risks

With regard to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Aggrieved Employees with genuine and meaningful relief, on the other. (Moon Decl., ¶ 40; Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to retain legal counsel, engage in informal class-wide discovery, and participate in mediation. (Moon Decl., ¶ 40.) Defendant will also pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (*Id.*) Of the Gross Settlement Amount, $20,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with PAGA, as 65% ($13,000.00) to the LWDA and 35% ($7,000.00) to Aggrieved Employees, and the release of the Released PAGA Claims is limited to claims for civil penalties, and related attorneys' fees and costs, under PAGA. (*Id.*)

Moreover, Plaintiff's Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits, given the largely discretionary nature of awarding PAGA penalties. (*Id.*) Indeed, under Labor Code section 2699, a Court can reduce penalties where, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. (Lab. Code § 2699(e)(2); Moon Decl., ¶ 40.) In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction. (Moon Decl., ¶ 40.) The PAGA allocation here reflects genuine and meaningful relief that is consistent with the underlying purpose of the statute to benefit the public. (*See O'Connor v. Uber Tech., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133-35 [denying settlement approval where allocation for PAGA claims was 0.1% of the estimated full worth].)

4. Plaintiff's Counsel Have Extensive Experience in Class and PAGA Action Litigation, Which Was Integral to Negotiating the Settlement

The Settlement negotiations were conducted by highly capable counsel with considerable experience and demonstrated competence in litigating wage-and-hour class actions. (Moon Decl., ¶¶ 49, 52-54.) 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.*) Their experience was helpful in assessing the reasonableness of the Settlement at issue here, and from this experience they concluded that this litigation could not have been settled on better terms than provided under the Settlement. (*Id.* at ¶ 53.) Although Plaintiff and her counsel were prepared to try the claims alleged in the litigation, they support the proposed Settlement as being in the best interest of the Class based on objective evidence that has been considered and weighed against the risks, expenses, and time consumption to both sides of continued litigation. (*Id.* at ¶¶ 12, 31.)

B. <u>The Proposed Attorneys' Fees and Costs Are Reasonable</u>

Subject to the Court's approval, the Settlement provides a fee application of not more than thirty-three percent (33%) of the Gross Settlement Amount, currently estimated to be $73,682.40, for Class Counsel's attorneys' fees, plus reimbursement for out-of-pocket litigation costs not to

exceed $22,000.00. (Settlement, ¶¶ 1.6, 3.1.1.) These amounts are disclosed to Class Members in the proposed Class Notice and are reasonable. (*Id.* at Ex. A.)

1. Counsel Request a Fees Award Based on the "Common Fund" Method

California courts have long awarded attorneys' fees as a percentage of the benefit created by counsel in pursuing claims on behalf of a class. (*See, e.g.*, *Serrano v. Priest* (1977) 20 Cal.3d 25.) The California Supreme Court has held, "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund." (*Id.* at p. 34.)

Plaintiff's Counsel seek an award of attorneys' fees on the "percentage of recovery/common fund" theory. (Moon Decl., ¶ 55.) The purpose of this approach is to "spread litigation costs proportionately among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air W., Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1975) 15 Cal.3d 162, the California Supreme Court stated, "one who expends attorneys' fees in winning a suit which creates a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons[ ] are entitled to share." (*Id.* at pp. 110-11 [pincite omitted].)

The California Supreme Court affirmed in *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480 that, "when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." (*Id.* at p. 503.) This line of legal authority supports a request for attorneys' fees based on the percentage of recovery/common fund method.

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

According to a leading treatise on class actions: "No 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." (Newberg, Newberg on Class Actions (3rd ed. 1992) § 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 Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases where 30-50% was awarded involved "smaller" settlement funds of under $10 million].)

Here, Plaintiff's Counsel's fees request for thirty-three percent (33%) of the Gross Settlement Amount is in line with the prevailing guidelines established in California case law and academic literature and is consistent with awards in California. (*Compare* Settlement, ¶ 3.1.1, *with 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 requests the Court preliminarily approve the attorneys' fees as negotiated by the Parties.

3. This Matter Involves a "Fee-Shifting" Provision of the Labor Code

Labor Code sections 218.5, 226, 1194, 2699, and 2802 provide for the recovery of reasonable fees and costs of suit for the claims made in this action. (Lab. Code §§ 218.5, 226, 1194, 2699(k)(1), 2802(d).) Under these sections, Plaintiff would be permitted to recover her actual attorneys' fees, even if those fees were larger than the total class recovery at the conclusion of this case. (*Id.*) This 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 Plaintiff's Counsel for their decision to assume risk by taking on this matter on a contingent basis with no guarantee of recovery. (Moon Decl., ¶ 57.) In fact, prosecution of this action involved significant financial risk for Plaintiff's Counsel, who undertook this matter solely on a contingent basis and are not compensated for their time unless they prevail at trial or successfully settle the

case. (*Id.*) To date, Plaintiff's Counsel has incurred $19,159.10 in actual litigation costs, which were reasonably necessary to the litigation; because total litigation costs are anticipated to be below the maximum amount allowed under the Settlement, the difference will be allocated to the Net Settlement Amount. (*Id.* at ¶¶ 17, 58, Ex. 4.)

4. Counsel's Experience, Reputation, and Ability Support the Fees Request

As demonstrated by their past experience in pursuing class actions on behalf of employees, Plaintiff's Counsel possess considerable expertise in litigating class actions and have been involved as lead counsel or co-counsel in numerous class actions that resulted in millions in recovery. (Moon Decl., ¶¶ 49, 52-54.) Moon Law Group, PC has been engaged in the practice of employment and labor law for over a decade and presently focuses exclusively on plaintiffs' employment law. (*Id.* at ¶ 53.) Class Counsel's experience in wage-and-hour litigation was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the Settlement. (*Id.* at ¶ 53.) Because it is reasonable to compensate counsel commensurate with their skill, reputation, and experience, the requested fee award is supported here.

C. <u>The Appointment of Plaintiff as Class Representative Is Appropriate, and Plaintiff Has Agreed to Forego Any Service Payment</u>

Throughout this litigation, Plaintiff, a former employee of Defendant, cooperated with Class Counsel and took actions to protect the interests of the Class. (Moon Decl., ¶ 44.) Plaintiff provided valuable information regarding her hours worked and the duties performed during those hours, provided information regarding meal and rest periods taken and missed, participated in decisions concerning this action, assisted in preparation for the mediation, and provided information and documents relating to her employment. (*Id.*) The information and documentation provided by Plaintiff were instrumental in establishing the wage-and-hour violations alleged in this action, and the recovery provided for in the Settlement would have been difficult to obtain without her participation. (*Id.*)

In serving as the named Plaintiff, Plaintiff assumed real risks, including risks to her future employment, as placing herself on the public record in an employment lawsuit could affect her

prospects with prospective employers. (*Id.* at ¶ 45.) Through Plaintiff's efforts, Class Members can now participate in a settlement that compensates them for alleged wage violations they may never have known about or been willing to pursue on their own. (*Id.* at ¶¶ 46-47.) Notably, Plaintiff has agreed to forego any enhancement or service payment from the Gross Settlement Amount, which inures entirely to the benefit of the Participating Class Members. (*Id.* at ¶¶ 16, 44; Settlement, ¶ 3.1.2.) Accordingly, Plaintiff respectfully requests that the Court appoint her as Class Representative for settlement purposes. (Declaration of Plaintiff Jeannette Beaudelaire in Support of Approval of Class and Representative Action Settlement, ¶ 24; Moon Decl., ¶ 47.)

IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

A. Legal Standard

The proposed Settlement Class is well suited for class certification. The claims all derive from a core set of alleged violations of California's wage-and-hour laws and regulations. (Moon Decl., ¶¶ 2-4.) For the reasons set forth more fully below, the Class, for purposes of Settlement, satisfies the prerequisites for certification under Code of Civil Procedure section 382. (Code Civ. Proc. § 382.) Section 382 provides that "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." (*Id.*) There are two requirements to section 382: "(1) there must be an ascertainable class[ ]; and (2) there must be a well defined community of interest in the questions of law and fact involved affecting the parties to be represented." (*Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 704 [internal citations omitted].) To clarify these requirements, the California Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the community-of-interest requirement itself embodies three factors: "(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 470.)

California law and policy favor the fullest and most flexible use of the class action device. (*Id.* at pp. 469-73.) Indeed, "Courts long have acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system" particularly where the rights of

consumers are at issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434.) Any doubt as to the appropriateness of class treatment should be resolved in favor of certification. (*Richmond*, *supra*, 29 Cal.3d at pp. 473-75.)

B. The Criteria for Class Certification Are Satisfied

1. The Class Is Ascertainable and Numerous

When determining whether a class is ascertainable, California courts focus on the following three factors: "(1) the class definition, (2) the size of the class and (3) the means of identifying class members." (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Here, Plaintiff maintains there is an easily ascertainable Class, defined by objective and precise criteria. (Settlement, ¶¶ 1.4, 1.12.) The proposed Class that Plaintiff seeks to represent is ascertainable because (1) the Class definition is sufficiently precise, (2) the Class consists of about 176 individuals, and (3) Class Members can be readily identified from Defendant's records. (*Id.*; Moon Decl., ¶¶ 22, 32.) Because Class Members are identified using specific criteria in the regular business records of Defendant, namely their employment by Defendant in California, non-exempt classification, hourly wage, and actual work during the Class Period, the Class is ascertainable. (*See Wilner v. Sunset Life Ins. Co.* (2000) 78 Cal.App.4th 952, 959-60 [class membership defined by ownership of product that is the subject of the lawsuit is sufficient to make the class ascertainable].) "The requirement of Code of Civil Procedure section 382 that there be 'many' parties to a class action suit is indefinite and has been construed liberally." (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.) "Where a question is of common interest to 'many' persons, an action may be maintained as a class action even where the parties are numerous and it is in fact practicable to join them all." (*Id.*) "No set number is required as a matter of law for the maintenance of a class action." (*Id.*) "Thus, our Supreme Court has upheld a class representing the 10 beneficiaries of a trust in an action for removal of the trustees." (*Id.* [citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d 574]; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a class of 9 plaintiffs and 35 members].) Therefore, numerosity is plainly satisfied.

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

To satisfy the community of interest requirement, a proponent must show (1) common questions of law and fact that predominate over individual issues, (2) class representatives have claims or defenses typical of the class, and (3) class representatives adequately represent the class. (*Dunk*, *supra*, 48 Cal.App.4th at p. 1806.) This inquiry tests whether proposed classes are sufficiently cohesive to rationally warrant adjudication by representation. (*See, e.g.*, *Clothesrigger, Inc. v. GTE Corp.* (1987) 191 Cal.App.3d 605, 611-12.)

Here, Plaintiff's claims satisfy all three requirements. The employment practices at issue include whether Defendant: paid employees all minimum and overtime wages owed; incorporated all non-discretionary bonuses and other remuneration into the regular rate of pay for purposes of overtime, meal premium, and sick pay; provided employees with and authorized compliant meal and rest periods, or paid premiums for non-compliant breaks; reimbursed employees for necessary business expenses; paid all final wages to employees at the time of termination; intentionally failed to pay all final wages; provided accurate itemized wage statements and whether Class Members were harmed; engaged in unfair business practices; and violated civil penalty provisions recoverable under PAGA. (Moon Decl., ¶¶ 2-5.) Plaintiff contends the factual and legal issues are the same for all Class Members, and further that all Class Members suffered from and seek redress for the same alleged injuries. (*Id.* at ¶ 3.) Considering 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 than to force each Class Member to litigate their own individual claims. Thus, the Court should grant conditional class certification for settlement purposes 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 ["The only requirements are [sic] that

common questions of law and fact *predominate* and that the class representative be *similarly* situated" vis-a-vis the class.] [emphasis in original].) 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 employee of Defendant and alleges that she was subjected to the same policies and practices as other similarly situated employees. (Moon Decl., ¶ 3.)

4. Plaintiff and Her Counsel Meet the Adequacy Requirement

The adequacy of representation requirements is met by fulfilling two conditions: (1) a named plaintiff must be represented by counsel qualified to conduct the pending litigation, and (2) a named plaintiff's interests cannot be antagonistic to those of the class. (*McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.)

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., ¶¶ 49, 52-54.) Based on their experience, Plaintiff's Counsel unquestionably are "qualified, experienced and generally able to conduct the proposed litigation." (*Miller*, *supra*, 148 Cal.App.3d at p. 874.) Plaintiff has, with counsel, litigated this case and diligently reviewed the settlement terms, demonstrating her dedication to the Class. (Moon Decl., ¶ 44.) In addition, Plaintiff and her counsel have no conflicts with one another, other Class Members, or the proposed Administrator. (*Id.* at ¶ 54.)

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. (*See Leyva v. Medline Indus. Inc.* (9th Cir. 2013) 716 F.3d 510, 514-15.) 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. (*Id.*) 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. (*Id.* at p. 515; *Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 457-62.) Moreover, in the context of settlement, the superiority concerns are essentially non-existent. (*See generally, e.g.*, *Stambaugh*, *supra*, 62 Cal.App.3d.)

V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND AND SATISFIES RULES OF COURT

Class Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court, rule 3.766(e)-(f), rule 3.769(f).) Here, the proposed Class Notice, in the form attached to the Settlement as Exhibit A, meets all the requirements of the California Rules of Court. The Class Notice summarizes the proceedings to date and the terms and conditions of the proposed Settlement in an informative and coherent manner. (Settlement, ¶¶ 6.3, Ex. A.) It prominently estimates the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate those amounts. (*Id.* at ¶ 6.3.) It also explains the rights and procedures to request exclusion, submit written objections, challenge the number of Workweeks and/or PAGA Pay Periods, and appear at the Final Approval Hearing. (*Id.* at ¶¶ 6.12, Ex. A.) It makes clear the Settlement does not constitute an admission of liability by Defendant, who denies all liability, and it recognizes that this Court has not ruled on the merits of the action. (*Id.*) Thus, the proposed Class Notice meets all the requirements of California Rules of Court, rule 3.769(f). (Cal. Rules of Court, rule 3.769(f).)

The Class Notice also fulfills the requirement of neutrality in class notices. (Newberg, Newberg on Class Actions (3rd ed. 1992) § 8.39.) Accordingly, the Class Notice complies with the standards of fairness, completeness, and neutrality required of a combined settlement-certification class notice.

California law vests the Court with broad discretion in fashioning an appropriate notice program. (*Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 970, 973-74.) There is no statutory or due process requirement that all class members receive actual notice, but in this matter, Class Members will receive direct mailed notice, in English and Spanish, which is the best possible form of notice under the circumstances. (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 . . . ." (*Cartt*, 50 Cal.App.3d at p. 974.)

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests the Court grant this motion, enter the proposed order submitted herewith regarding preliminary approval, and set a Final Approval Hearing no earlier than 135 days from the date of the preliminary approval order.

Respectfully submitted,

Dated: _____, 2026 **MOON LAW GROUP, PC**

By: _____
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