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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ARMANDO CORREA, an individual, on behalf of himself and on behalf of all persons similarly situated, and ERIC MARTIN, an individual on behalf of the Aggrieved Employees, and as a representative of the State of California,

Plaintiffs,

v.

THE IMAGINE GROUP, LLC, a Limited Liability Company; and DOES 1 through 50 inclusive,

Defendants.

Case No.: 24STCV27564
Related to: 24NNCV06388

CLASS AND REPRESENTATIVE ACTION

AMENDED MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: November 20, 2026
Time: 9:00 a.m.
Dept: 17
Judge: Hon. Laura A. Seigle

[Filed concurrently with the Amended Declaration of Hali M. Anderson, Declaration of Armando Correa; and [Proposed] Order]

Complaint Filed: October 21, 2024
FAC Filed: June 11, 2026
SAC Filed: November 3, 2026
Trial Date: None set

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I. INTRODUCTION

Plaintiff Armando Correa[1], on his behalf and on behalf of the putative class members, and Plaintiff Eric Martin, on his behalf and on behalf of the State of California, ("Plaintiffs") seek preliminary approval of a $500,000.00 non-reversionary, no-claim-form, Class and Private Attorney General Act (PAGA) Action Settlement ("Settlement or SA"), as amended,[2] with Defendant The Imagine Group, LLC ("Defendant") (collectively the "Parties"). The Settlement was reached after extensive investigation and a thorough analysis and review of Defendant's employment policies and putative class members' time and payroll record, followed by arm's-length negotiations facilitated by experienced mediator, Jonathan D. Andrews.

The claims at issue are hotly contested, and Defendant vehemently denies Plaintiffs or any class member suffered any of the alleged damages or is entitled to any civil penalties. The Settlement, if approved, will provide for payment of the non-reversionary Maximum Settlement Amount of $500,000.00—a significant monetary benefit to the Class Members who Plaintiffs allege suffered violations of California's wage and hour laws at the hands of Defendant.

The Settlement is strongly supported by experienced counsel, who carefully considered the strength of the claims and Defendant's potential defenses thereto, as well as the risk, expense, and complexity, of continued litigation. In light of the Parties' support for the Settlement, and because it satisfies all of the criteria for preliminary approval under California law, the Court should grant preliminary approval.

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

A. Factual Allegations

This Settlement involves the wage and hour claims of approximately 219 current and former non-exempt, hourly employees who worked for Defendant in California from October 21, 2020, through March 31, 2026 ("Class"). (Amended Declaration of Hali M. Anderson in Support of Plaintiffs' Unopposed Amended Motion for Preliminary Approval of Class and PAGA Representative Action Settlement

[1] The Parties submitted a Second Amended Complaint via Joint Stipulation naming Armando Correa as the Class Representative on October 30, 2026. The SAC was deemed filed on November 3, 2026.

[2] The Amended Class and PAGA Action Settlement Agreement has the main purpose of designating proposed Plaintiff Armando Correa as the Class Representative and Plaintiff Martin as the PAGA Representative.

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("Anderson Decl."), ¶¶ 92, 136; Amended Class Action and PAGA Settlement Agreement ("SA"), ¶¶ 1.3; 1.10.)

Defendant The Imagine Group, LLC is a Delaware corporation that provides commercial printing solutions and visual communication services within various business sectors, including the entertainment industry, in California. (Anderson Decl. ¶ 9.) Plaintiff Correa and Plaintiff Eric Martin are former non-exempt employees who worked for Defendant from July 7, 2008 through October 13, 2021, and from June 2018 through April 17, 2026, respectively. (Declaration of Armando Correa ("Correa Decl."), ¶ 4; Declaration of Eric Martin ("Martin Decl."), ¶ 4.) Plaintiff Correa worked as device service engineer. (Correa Decl. ¶ 5.) Plaintiff Correa's job duties included maintaining and fixing the printing equipment in-house. He also would oversee the facilities department when the manager was out. (*Id.*) He was paid an hourly wage throughout his employment. He was not a member of any union, and his employment was governed by the company's Employee Handbook. (*Id.* ¶ 6.) Plaintiff Martin worked as a senior production artist and designer. (Martin Decl. ¶ 6.) He worked on the *Disney* account since July 2020, and his job duties included managing major campaigns, creating adaptive design, participation in team meetings, reviewing and responding to client communications, and functioning as the sole point person for Disney's complex brand requirements. (*Id*.)

Plaintiff Correa alleges that Defendant's workload and job demands sometimes made it difficult for him and other similarly situated employees to take full, off-duty compliant meal periods. (Correa Decl. ¶¶ 7, 12.) He claims, for example, that the facilities department was understaffed which made it hard for them to take meal breaks. He also claims the meal periods would be late or after the fifth hour of work at least twice a week due to the job demands and understaffing. (*Id.* ¶ 8.) He would also have to monitor his phone for work related issues while on his breaks. (*Id.*) Similarly, Plaintiff Martin claims that Defendant constantly communicated with him and the putative class members when they were off-the-clock via cell phone calls. (Correa Decl. ¶ 12; Anderson Decl. ¶ 14.)

Plaintiff Martin alleges that Defendant impeded and discouraged timely uninterrupted meal and rest periods for Plaintiff and the other Aggrieved Employees. For example, Plaintiff Martin was on-duty 100% of his meal periods, because he kept his mobile device on him and was on call. (Martin Decl. ¶¶ 11-12; Anderson Decl. ¶ 12.) Defendant's time and pay data confirms that for shifts over six (6) hours there

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were multiple meal periods that were late, missed, or short. Also, a significant concern was the synthetic meal periods of exactly thirty (30) minutes in length. (*Id.;* Martin Decl. ¶ 11.) Plaintiff Martin was required to use his personal cell phone for the benefit of the Defendant and to fulfill his daily duties, including communicating with Defendant and its clients. (*Id.* ¶ 12.)

Plaintiff Martin and other similarly situated employees clocked in and out for work via the "UKG" software on desktop computers and in his phone. (*Id*. ¶ 19; Anderson Decl. ¶ 11.) Defendant required him and the class members to download the software, "UKG," to their personal cellular phones. (*Id.*) They would regularly need to boot up the computer prior to being permitted to clock in, which amounted to unpaid work time of approximately 5 minutes each shift. Class Members would also need to boot down the computer at the end of his shift after clocking out. (Anderson Decl. ¶ 11; Martin Decl. ¶ 18.) Plaintiffs, however, did not receive the required reimbursement. Plaintiff Martin was also required to work from home for some time and was not reimbursed for the costs associated with his rent, utilities or office supplies. (*Id.* ¶ 19; Anderson Decl. ¶ 11.)

Plaintiffs further allege that Defendant miscalculated the regular rate of pay for purposes of paying overtime, sick pay, and meal and rest premiums, because they failed to include into the calculation of the regular rate the additional remunerations received for non-discretionary bonuses and incentive payments. (Martin Decl.¶¶ 17, 19; Anderson Decl. ¶ 13.)

Defendant denies the allegations in the complaints, denies any failure to comply with California laws, and denies all liability for the causes of action alleged. (SA § 2.5.)

B. Procedural History

On September 10, 2024, Plaintiff satisfied the procedural requirements of California Labor Code section 2699.3 by serving notice of wage and hour violations and applicable penalties upon the Labor and Workforce Development Agency ("LWDA") and Defendant. (Anderson Decl. ¶ 15.) Following the 65-day notice period required under Labor Code § 2699.3, the LWDA did not provide notice of whether it intends to investigate the alleged violations. (*Id*.)

On October 21, 2024, Plaintiff filed a Class Action Complaint in the Los Angeles County Superior Court, Case No. 24STCV27564 asserting the following claims under the California Labor Code: (1) Unfair Competition In Violation of Cal. Bus. & Prof. Code §§ 17200; (2) Failure To Pay Minimum Wages

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In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code § 510; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (7) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802 and; (8) Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code §§201-203, 233, 246. (Anderson Decl. ¶ 16.)

Subsequently, on December 9, 2024, Plaintiff filed a second lawsuit in Los Angeles County Superior Court against Defendant, Case No. 24NNCV06388, asserting civil penalties under the Private Attorney General Act (PAGA) and individual discrimination and retaliation claims, as follows: (1) Civil Penalties Pursuant to Labor Code §2699, *et seq*. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)- (B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s); (2) Discrimination and Retaliation in Violation of FEHA; and, (3) Retaliation in Violation of Labor Code § 1102.5, *et seq.* (Anderson Decl. ¶ 17.)

The class action remained stayed until the Initial Status Conference which was held on February 7, 2025. (*Id.* ¶18). Soon thereafter the parties agreed to participate in early mediation and to exchange all the relevant data informally prior to the mediation. The mediation was set for April 15, 2025, with Steven Cerveris, Esq., an experienced and well-respected mediator with extensive expertise in wage and hour class action and PAGA matters. The matter did not settle during the mediation session. (*Id.* ¶ 19.)

On June 12, 2025, Plaintiff Martin filed a substitution of attorney in the class and PAGA actions. (*Id.* ¶ 20.) Soon thereafter, Plaintiff's counsel engaged in further settlement discussions with defense counsel. The parties agreed to exchange additional information and to participate in a second full-day mediation session. The second mediation was set for January 28, 2025, with Jonathan D. Andrews, Esq., an experienced and well-respected mediator with extensive expertise in wage and hour class action and PAGA matters. The matter did not settle at mediation, but the parties agreed to continue the settlement discussions. (*Id.* ¶ 21). On February 20, 2026, the Parties reached a resolution and executed a

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Memorandum of Understanding ("MOU"), (Anderson Decl. ¶ 22.) As a condition of the Settlement, the Parties stipulated to the filing of the First Amended Complaint ("FAC"). (SA ¶ 2.4; Anderson Decl. ¶ 23.). The FAC was filed on June 11, 2026, and added the PAGA allegations from the second filed action, Case No. 24NNCV06388, to this Action, for approval purposes. (*Id.*)

Plaintiff Martin filed an unopposed Motion seeking preliminary approval of the proposed $500,000 Class and PAGA action Settlement Agreement on June 22, 2026. This Court issued a tentative ruling granting Plaintiff Martin motion for preliminary approval, with modifications on July 28, 2026. Among others, this Court requested the settlement release be modified as to paragraph 5.2 (Class Release) and 5.3 (PAGA Release) to limit it to the facts alleged in the *operative* First Amended Complaint, which the parties do prior to the hearing. (SA ¶¶ 5.2-5.3; Anderson Decl. ¶ 24.) On July 28, 2026, this Court requested further briefing as to why Plaintiff Martin is an adequate and typical class representative considering he also received monetary compensation for a separate individual lawsuit in which he alleged claims for discrimination and retaliation under the Fair Employment and Housing Act. (*Id.* ¶ 25.)

The parties filed supplemental declarations attesting that they have no relationship or involvement with the named cy pres recipient on August 6, 2026. The parties simultaneously submitted further briefing on the issue of Plaintiff Martin's adequacy or typicality on August 6, 2026. At the hearing, this Court requested that the Parties informed the class members of Plaintiff Martin's individual settlement amount in the Class Notice. The parties requested, as an alternative, the Court granted them additional time to find and substitute Plaintiff Martin as the Class representative, which the Court granted on August 10, 2026, and then again on August 27, 2026. (*Id.* ¶ 26.)

Soon thereafter, or on October 9, 2026, Plaintiff Armando Correa was identified as the new class representative. The Parties submitted their Joint Status Report informing this Court of the identity of the proposed Class Representative on October 29, 2026. (*Id.* ¶ 27.) On October 30, 2026, the Parties filed a Stipulation to File Second Amended Complaint ("SAC") adding Armando Correa as Class Representative The Court deemed the SAC filed on November 3, 2026. (*Id.* ¶ 28.). The SAC contains the exact same language and causes of action from the FAC. The only purpose of the SAC is to designate Armando Correa as the Class Representative and Plaintiff Martin as the PAGA Representative. (*Id.)*

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On November 4, 2026, the Parties fully executed an Amended Settlement Agreement that incorporates the edits agreed upon on the SAC which designate proposed Plaintiff Correa as the Class Representative and Plaintiff Martin as the PAGA Representative. (*Id.* ¶ 4.)

C. Discovery and Investigation

The Parties engaged in significant investigation and informal discovery prior to the Settlement. (Anderson Decl. ¶ 29.) Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding pay records belonging to approximately 50% of Class Members, relevant Defendant policies, Plaintiff's time and payroll records and wage statements, and the total number of Class members, number of current and former employees during the Class and PAGA period, workweeks worked during the Class Period. (*Id.* ¶¶ 30-32).

Class Counsel conducted in-depth, fact-finding interviews with Plaintiff to assess the relative strength of the potential claims. The documents, information, and data obtained from Defendant were more than sufficient for Class Counsel to analyze the Labor Code violations alleged in the operative Complaint and make an informed decision about the resolution of this case. (*Id*. ¶¶ 33-35.) During mediation, the Parties engaged in good-faith, non-collusive negotiations, discussing the realistic damages exposure to Defendant, the relative strengths and weaknesses of the claims, the risks and delays of further litigation, and the potential difficulty in maintaining class certification. (Anderson Decl. ¶¶ 36-44.) Plaintiffs now seeks preliminary approval of the Settlement and approval of the PAGA settlement. *See* Labor Code § 2699(l); (SA ¶ 6.1.)

III. KEY SETTLEMENT TERMS

A. Class Definition

The Settlement Class consists of all current and former non-exempt employees who worked for Defendant in California at any time between October 21, 2020, and March 31, 2026. (SA ¶ 1.3.) "PAGA Members" means all current and former non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period. (SA ¶ 1.28.) "PAGA Period" means the period from October 5, 2023, through March 31, 2026. (SA ¶ 1.30.)

According to Defendant's records, there are approximately 219 Class Members who worked approximately 26,095 Workweeks in the Class Period. (SA ¶ 4.1.)

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B. Gross Settlement Fund and Allocation

Defendant will pay the Maximum Settlement Amount of $500,000 in settlement of this litigation (the "MSA"). (SA ¶ 1.19.) The MSA is an all-in common fund, non-reversionary amount to be used to pay all payments required under the Settlement: the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Payments, and the Administration Expenses Payment. (*Id*.) Defendant shall pay the employer's share of payroll taxes in addition to the MSA. (*Id*.) None of the MSA will revert to Defendant. (SA ¶ 3.1.) The MSA will be allocated as follows:

PAGA Payment: The Parties will allocate $25,000.00 as the PAGA Payment to resolve the representative PAGA claims. (SA ¶ 3.2.6.) Sixty-five percent (65%) of the PAGA Payment ($16,250.00) will be allocated to the LWDA as the LWDA PAGA Payment. (*Id*.) The remaining thirty-five percent (35%) ($8,750.00) will be allocated to the PAGA Aggrieved Employees as Individual PAGA Payments. (*Id*.)

Class Counsel Fees Payment: Class Counsel will request attorneys' fees not to exceed one-third (33 1/3%) of the GSA, which is currently estimated to be $166,666.67. (SA ¶¶ 3.2.2, 4.4.) Defendant will not oppose requests for fees provided it does not exceed one-third of the GSA. (*Id*.)

Class Counsel Expenses Payment: Class Counsel will request reimbursement of actual litigation costs and expenses incurred in prosecuting the Action. (SA ¶ 3.2.2.) Defendant will not oppose Class Counsel's request for expenses. (*Id*.) Class Counsel Expenses Payment is not to exceed $17,000.

Class Representative Enhancement Payments: Plaintiff Armando Correa will receive a Class Representative Enhancement Payment in an amount not to exceed $2,500.00. (SA ¶ 3.2.1.) This payment is for the time and work he performed in connection with the Action and in exchange for his execution of a general release of all claims against Defendant in his individual capacity and waiver of California Civil Code § 1542. (*Id*.; *see also* Anderson Decl. ¶ 123.) An IRS Form 1099 will issue for the Enhancement Payments. (SA ¶ 3.2.1.)

Administration Expenses Payment: The Administrator will be paid an Administration Expenses Payment not to exceed $5,600 in accordance with the Administrator's "not to exceed" bid. (SA ¶ 3.23.) The Parties selected Apex Class Action, LLC to serve as the Settlement Administrator. (SA ¶ 1.2.)

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Net Settlement Amount: The Net Settlement Amount ("NSA") means the Maximum Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Net PAGA Settlement Amount, and the Settlement Administration Costs. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments. (SA ¶ 1.26.) The Net Settlement Amount is estimated at approximately $280,733.33, assuming the Court awards the full amounts requested. If the Court approves less than the amounts requested, the Administrator will retain the remainder in the NSA for distribution among the lass members. (SA ¶¶ 3.2.3, 3.2.4, 3.2.5)

C. Individual Settlement Payments from Net Settlement Amount and Tax Allocation

Individual Class Payments are calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (SA ¶ 3.2.4.) A "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period. (SA ¶ 1.41.) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective Workweeks. (SA ¶ 3.2.5.)

In addition to any Individual Class Payment, each PAGA Member will receive a separate Individual PAGA Payment. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 35% share of the Net PAGA Settlement Amount ($8,750.00) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. (SA ¶ 3.2.6.1.)

Twenty percent of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. (SA ¶ 3.2.4.1.)

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D. Release Provisions

Each Participating Class Member will release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint. (SA ¶ 5.2.) Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period. (*Id.*)

All PAGA Aggrieved Employees, regardless of whether they are also Participating Class Members or Non-Participating Class Members, will release the Released Parties of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint and the PAGA Notices during the PAGA Period. (SA ¶ 5.3).

E. Undeliverable or Uncashed Settlement Checks

Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database to attempt to obtain the best possible address for the Class Members. (SA ¶ 4.4.1.) The Administrator must conduct a Class Member Address Search and skip trace for all other Class Members whose checks are returned undelivered without a USPS forwarding address. (SA ¶ 4.4.3.) Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. (*Id.*)

For any Class Member whose Individual Class Payment check or any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall distribute the funds represented by such checks equally to California CASA and Legal Aid at Work, subject to Court approval, as a cy pres award under California Code of Civil Procedure Section 384, subdivision (b). (SA ¶ 4.4.4.)

IV. PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE

Provisional certification is appropriate at the preliminary approval stage where, as here, the Court has not yet certified the class and the requirements for certification are met. *Newberg on Class Actions* §§ 13:16-13:18 (5th ed. 2011-2017). *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1806 (1996); *Vasquez*

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v. Superior Ct., 4 Cal. 3d 800, 809-11 (1971). The provisional certification process is less demanding than a traditional motion for class certification. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-27 (1997); *Carter v. City of Los Angeles*, 224 Cal. App. 4th 808, 826 (2014).

A. There is an Ascertainable and Sufficiently Numerous Class

Whether a class is ascertainable is determined by examining the class definition, the size of the class and the means available for identifying class members. *Vasquez*, 4 Cal. 3d at 810-11. Here, Class Members are easily identifiable from Defendant's own personnel and payroll records. The time and pay records show a class size of approximately 219 Class Members. (Anderson Decl. ¶ 135; SA ¶ 1.6.)

B. There is a Well-Defined Community of Interest

The community of interest requirement is established by demonstrating: (1) predominant common questions of law or fact; (2) class representatives with claims typical of the class; and (3) class representatives can adequately represent the class. *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000).

1. Common Questions of Law and Fact Predominate

The predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation. *See*, *e.g.*, *Clothesrigger, Inc. v. GTE Corp.*, 191 Cal. App. 3d 605 (1987); *Lazar v. Hertz Corp.*, 143 Cal. App. 3d 128 (1983). Here, common issues of fact and law predominate as to each claim alleged by Plaintiff Correa on behalf of the Class because this action concerns allegations that Defendant's common, class-wide policies and practices resulted in Labor Code violations. Defendant's common policies and practices include its timekeeping requirements, meal and rest period policies, regular rate calculations, and expense reimbursement practices. These common policies were uniformly applied to the Class. The question as to whether these common policies failed to comply with California law is a question of law. Common issues predominate because the challenged practices apply uniformly to all Class Members and the resolution of these over-arching questions will determine liability for the Class as a whole. (Anderson Decl. ¶¶ 14, 28.)

2. Plaintiff's Claims are Typical

"Typicality" focuses on the proposed representatives' claims as they relate to the defendant's conduct and activities. *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983). Here, Plaintiff Correa's claims are typical of the Class because Plaintiff, like all Class Members, were subject to the same allegedly

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unlawful practices while working for Defendant and sustained the same/similar damages. (Anderson Decl. ¶¶ 14, 144.)

3. Plaintiff Correa and Class Counsel Will Adequately Represent the Class

The adequacy requirement is met by fulfilling two conditions: (1) a named plaintiff must be represented by counsel qualified to conduct the pending litigation; (2) a named plaintiff's interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank*, 60 Cal. App. 3d 442, 450 (1976). Here, both are met. First, Plaintiff Correa retained counsel with extensive experience in prosecuting complex wage and hour class actions and who have worked diligently to obtain this Settlement for the Class. (Anderson Decl. ¶35.) Second, Plaintiff Correa has no conflict of interest with the Class and has worked toward a positive resolution of this case. (Anderson Decl. ¶ 145; Martin Decl. ¶ 31; Correa Decl. ¶ 16.) Accordingly, provisional certification for settlement purposes is warranted because all requirements are satisfied and certification for settlement purposes serves judicial efficiency.

V. PRELIMINARY APPROVAL OF THE SETTLEMENT IS APPROPRIATE

"Public policy generally favors the compromise of complex class action litigation." *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-18 (2009). Settlement of a class action requires court approval to prevent fraud, collusion or unfairness to the class. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1800-01 (1996). The purpose of the preliminary evaluation of a class action settlement is to determine whether the proposed settlement is within the range of possible approval, and whether notice to the class of the settlement terms and conditions and the scheduling of a formal fairness hearing are worthwhile. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 234-35 (2001). To determine whether a class settlement is fair, adequate, and reasonable, a court must be provided with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785, 799 (2009).

The trial court must exercise its discretion through the application of several well-recognized factors when deciding whether a class action settlement is fair. *Id*. The list of factors, which "is not exhaustive and should be tailored to each case," includes "the strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial,

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the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008) (quoting *Dunk*, 48 Cal. App. 4th at 1801). The most important factor the trial court should consider in determining whether to approve a class action settlement is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 407-08 (2010); *Kullar*, 168 Cal. App. 4th at 130.

Here, the proposed MSA of $500,000 meets all the criteria for preliminary approval because it is supported by experienced counsel, was reached after hard-fought negotiations and extensive informal discovery, extinguishes the risk of continued litigation, provides significant monetary recovery to the Class Members, and provides a fair and adequate distribution of the Settlement proceeds to the Class.

A. The Settlement Resulted from Serious, Informed, Arms-Length Negotiations Overseen by a Highly Experienced Mediator

"[W]hat transpires in settlement negotiations is highly relevant to the assessment of a proposed settlement's fairness." *State v. Levi Strauss & Co.*, 41 Cal. 3d 460, 482 (1986). The fact that a Settlement is reached with the assistance of a highly experienced and well-respected mediator with extensive expertise in wage and hour class action and PAGA matters, is testament to the integrity of the settlement negotiations. *See, e.g.*, *In re Apple Inc. Device Performance Litig.*, No. 5:18-md-02827-EJD (N.D. Cal. Mar. 17, 2021) 2021 WL 1022867, at *10.

Here, the Settlement is the result of extensive, non-collusive negotiations, conducted at arm's length, and informed by substantial factual and legal investigation. (Anderson Decl. ¶¶ 41, 163; SA ¶ 2.8.) The Parties participated in two full-day mediations, one before mediator Steven Cerveris, Esq., on February 7, 2025, and a second one with mediator Jonathan D. Andrews, Esq., on January 28, 2026. Both Cerveris and Andrews are respected, neutral third-party mediators with vast experience in wage and hour class actions. (Anderson Decl. ¶¶ 36-41.) Guided by Mr. Andrews, the Parties tentatively reached resolution on January 30, 2026. The agreement was memorialized by MOU on February 20, 2026, and on June 2, 2026, the Parties executed a long form Settlement Agreement. (Anderson Decl. ¶¶ 41-43.) The

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Settlement is the product of the Parties' substantial efforts to reach a mutually agreeable compromise. (Anderson Decl. ¶¶ 441 103.)

B. Sufficient Investigation Supports the Settlement

A proposed settlement is presumed fair and reasonable when there has been sufficient investigation and discovery to permit counsel and the court to act intelligently. *Dunk*, 48 Cal. App. 4th at 1802. Here, the Parties conducted a lengthy and thorough investigation into the merits of Plaintiff's class action claims prior to reaching this Settlement. (Anderson Decl. ¶¶ 29-32.) As described herein, the Settlement was reached only after extensive investigation and research, thorough calculations and risk evaluation, substantial informal formal discovery, and comprehensive analysis of the claims and defenses. (*Id.*) Plaintiff himself provided substantial documents and memorandums for review and analysis. Class Counsel firmly believes that the information exchanged and analyzed is sufficient for the Parties to make an informed decision about a fair resolution of this action. (Anderson Decl. ¶¶ 33-35.)

C. Class Counsel is Experienced in Similar Litigation and Supports Preliminary Approval

The view of the attorneys actively conducting the litigation is entitled to significant weight in deciding whether to approve a settlement. *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, aff'd. 661 F.2d 939. (9th Cir. 1981). Although the recommendations of counsel are not conclusive, the court can properly consider the recommendations, particularly if counsel have been involved in litigation for some period of time, appear to be competent, have experience with similar litigation, and have completed significant discovery. 4 *Newberg and Rubenstein on Class Actions* § 13:48 (6th ed. Dec. 2025).

Here, for nearly two years, Class Members have been represented by well-qualified counsel who have decades of experience in wage and hour class action litigation. (Anderson Decl. ¶¶ 152-160.) Class Counsel are qualified to evaluate the class claims, the benefits of settlement versus trial, and the viability of the defenses asserted. (*Id*.) Counsel on both sides share the view—endorsed by an experienced class action mediator—that this is a fair and reasonable settlement. (Anderson Decl. ¶¶ 116-117, 161-162.) Given the risks inherent in litigation, in class certification proceedings, and in the defenses asserted, Class

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Counsel believe the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. (*Id*.)

D. The Settlement Provides Fair, Reasonable, and Adequate Relief to the Class Members in Light of the Significant Risks and Expenses of Further Litigation

While Plaintiffs maintain that their claims were meritorious and they would have prevailed at trial, Defendant asserted legitimate defenses. (Anderson Decl. ¶ 76.)

Plaintiffs' case was supported by substantial evidence of Labor Code violations affecting non-exempt employees in California. (Anderson Decl. ¶¶ 29-32.) The evidence obtained through informal discovery demonstrated patterns of violations, but also genuine risks.

First, the time records showed pervasive meal period violations. The time records themselves are highly probative of liability. Under *Donohue v. AMN Servs., LLC*, 11 Cal. 5th 58, 75 (2021), because California law requires employers to accurately record meal periods, short, late, and missed meal periods raise the presumption that employers did not provide compliant meal periods. Additionally, the time records also show approximately 27,745 synthetic meal periods of exactly thirty minutes—an implausible result for a digital timekeeping system—strongly supporting a presumption of systemic violations. California courts have consistently granted class certification of meal period claims where a rebuttable presumption of liability is triggered. *See Estrada v. Royalty Carpet Mills, Inc.*, **7**6 Cal. App. 5th 685. Nonetheless, Defendant contends its policies regarding meal periods were facially lawful, and that any deviations were unauthorized and not the result of any common policy. (Anderson Decl. ¶¶ 29-33.) Despite the meal break policy threatening reprimand for on-duty meal breaks, some employees did report meal break violations and premium pay was paid in at least 70% of the on-duty meal breaks reported.

Second, Plaintiffs report consistent rest break violations, however, no similar presumption of violations can be drawn from the records, because differently from meal breaks, the rest breaks are not recorded. (*Id*.) Plaintiffs will have to incur significant additional investigation, depositions, interviews and motion practice to show an illegal practice despite the compliant written policy.

Third, Defendant calculated overtime pay based only on Class Members' hourly rates and shift differentials, using a weighted average calculation. Class members received other non-discretionary pay and yearly bonuses that were not correctly included in the applicable regular rate. (*Id.* ¶ 33.) Fourth,

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Defendant failed to reimburse necessary business expenses incurred by Class Members. (*Id.*) Lastly, these violations give rise to derivative claims for inaccurate wage statements under Labor Code § 226 (e.g. overtime, meal and rest premiums not paid at the correct rate, missing meal/rest premiums) and waiting time penalties under §§ 201-203.

Despite the strength of Plaintiffs' claims, Defendant possessed legitimate defenses to both liability and class certification. (Anderson Decl. ¶¶ 76-83.) Defendant's policies expressly required employees to record meal periods, prohibited working during meal periods, and instructed employees to notify supervisors if unable to take breaks. (*Id.*) Defendant implemented and maintained formal meal period waivers and on-duty meal agreement procedures. (Anderson Decl. ¶ 53, 79.) As to the regular rate miscalculation, it resulted in minimal amounts of premium wages owed, and only if the employee received a non-discretionary bonus payment during that pay period. The pay periods with additional non-discretionary bonus payments were also infrequent. (*Id.*)

With approximately 219 class members, some of them working from home throughout California, in various positions, Defendant could contend that the experiences of class members varied significantly. (*Id.* ¶ 77.) Defendant could point to variations in schedules and workloads and argue that individualized proof would be required to determine which employees experienced meal and rest break violations and to what extent. (*Id.*) With respect to the regular rate claim, Defendant implemented corrective changes including issuance of true-up payments, and could argue good faith compliance thereafter. (*Id*. ¶ 78) Additionally, Defendant could argue that any purported wage statement or waiting time violations were neither willful, knowing, nor deliberate, which could preclude statutory penalties and waiting time penalties. Defendant further argued that Plaintiff could not relate back the class claims. (*Id*. ¶¶ 82-83.) There was also a risk that the Court could grant summary judgment on some or all claims, or that a jury could find that violations were less pervasive than alleged. (Anderson Decl. ¶ 81.) For example, Defendant's time records might show that, although many violations occurred, many class members did receive compliant breaks for many of their shifts. (*Id.*) The jury could find violations occurred less frequently than Plaintiff alleged, substantially reducing damages. (*Id.*)

Even if Plaintiffs were successful in certifying the class and proving the merits of the class action claims, Defendant may appeal, likely resulting in a delay of several years before this case could finally be

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resolved. (Anderson Decl. ¶ 84.) The Parties recognize the expense and length of continued proceedings necessary to prosecute this litigation through class certification, summary judgment, trial, and through any possible appeals. (*Id*.) This Settlement avoids those risks and expenses and instead provides for immediate and substantial monetary relief to the Class Members.

E. The Amount Offered in Settlement Given the Estimated Value of the Claims Favors Preliminary Approval

To evaluate a settlement amount, the trial court must receive "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar*, 168 Cal. App. 4th at 133. The record need not contain an explicit statement of the maximum theoretical recovery, but rather evidence sufficient to allow "an understanding of the amount that is in controversy and the realistic ranges of outcomes of the litigation." *Munoz*, 186 Cal. App. 4th at 409 [citing *Kullar, supra*, 168 Cal. App. 4th at 120].

Here, the proposed Settlement results in a significant benefit to Class Members and the MSA of $500,000 for approximately 219 class members is a reasonable result by any measure. While Class Counsel could construct a maximum theoretical damages scenario based on assuming that all class members experienced all alleged violations during all workweeks, such a calculation would be premised on an unlikely "everything goes right" scenario that does not account for the substantial risks and defenses discussed above. A more realistic valuation must account for the likelihood that class certification could be denied, that Defendant may prevail on some or all claims at summary judgment or trial (a significant risk), that damages would be reduced based on roof showing that not all violations occurred for all class members during all time periods, and that ongoing, expensive litigation and appeals would be required before any recovery could be obtained. (Anderson Decl. ¶¶ 85-90.)

Based on the maximum requested deductions, the NSA amount available for distribution to Participating Class Members is estimated to be approximately $1,053,890, assuming Class Counsel Fees of $166,666.67, Class Counsel Expenses of approximately $17,000, Class Representative Enhancement Payment of $2,500, PAGA Payment of $25,000, and Administration Expenses of $5,600. This results in an estimated average payment of approximately $19.16 per Workweek and, assuming 219 Participating

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Class Members, approximately $1,291 per Participating Class Member. These are meaningful amounts that provide substantial and immediate relief to Class Members without further delay and uncertainty of continued litigation. (SA ¶ 2.8.) Thus, the $500,000 MSA represents a reasonable compromise considering the substantial risks discussed above.

F. The Terms of the Agreement are Fair

The Settlement treats all Class Members fairly and equitably. The payment allocation formula is fair and does not give improper preferential treatment to any group. Individual Class Payments will be distributed on a pro rata basis according to the number of workweeks each Participating Class Member worked during the Class Period. (SA ¶ 3.2.6.1; Anderson Decl. ¶ 111.) Thus, Class Members who worked more workweeks during the Class Period will receive a larger portion of the Settlement, which is appropriate given that they had greater exposure to the alleged violations. (*Id*.)

The Settlement is non-reversionary. (SA, ¶ 3.1.) Any funds from uncashed settlement checks will be transmitted to California CASA and Legal Aid at Work in the name of the Class Member, ensuring that the entire settlement amount benefits the class. (SA ¶ 4.4.4.) The Administrator will disburse the entire MSA without asking or requiring Class Members to submit any claim as a condition of payment. (SA ¶ 3.1.) The releases are appropriately tailored to claims that were or could have been alleged based on the operative complaint facts. (SA ¶¶ 5.1; 5.2.) Participating Class Members do not release any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits, wrongful termination claims, violation of the Fair Employment and Housing Act, or claims based on facts occurring outside the Class Period. (*Id*.) The tailored release protects Class Members' other potential claims while resolving the wage and hour claims at issue in this litigation.

The Settlement also provides fair and appropriate procedures for notice, opt-out rights, and objections. Class Members will receive individual notice by mail that includes clear instructions on how to object or opt out. (SA ¶ 7.4.; SA, Exh. A) The Administrator will perform National Change of Address searches and re-mail returned notices to ensure maximum delivery. (SA ¶¶ 4.1, 4.3, 7.4.2, 7.2.3.) Class Members will have 30 days from the mailing of notice to submit objections or opt-out requests, with an

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additional 14 days for those whose notices are re-mailed. (SA ¶¶ 1.44, 7.4.4.) These procedures ensure adequate notice and opportunity to be heard.

The tax treatment is appropriate, with proper allocation between wages (20%) and penalties/interest (80%). (SA ¶ 3.2.4.1.) This allocation reflects the nature of the Settlement and ensures compliance with tax law while maximizing Class Member recovery.

VI. THE PAGA PENALTIES ARE REASONABLE

Where a settlement includes a good faith amount for PAGA penalties and "there is no indication that this amount was the result of self-interest at the expense of other" class members, such amounts are generally considered reasonable. *Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *1, 9 (N.D. Cal. Apr. 3, 2009). Courts routinely approve PAGA allocations in the range of 0% to 10% of the gross settlement, with most falling in the 0-2% range. *E.g.*, *id.* (approving a PAGA payment of 0.3%, or $1,500); *Jack v. Hartford Fire Ins. Co.*, No. 09cv1683 MMA (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving a PAGA payment of 0.25%); *Mckenzie v. Fed. Express Corp.*, No. CV 10-02420 GAF (PLAx), 2012 WL 12882124, at *5 (C.D. Cal. Jan. 23, 2012) (acknowledging that courts approve PAGA claim settlements in the range of zero to two percent of the total settlement).

Here, the Parties negotiated a good faith amount of $25,000 for PAGA penalties, 65% of which will be paid to the LWDA ($16,250), with the remaining 35% to be distributed to the PAGA Aggrieved Employees ($8,750). (SA ¶¶ 1.25, 3.2.6.) This amount represents 5% of the $500,000 MSA and is within the range of PAGA penalties routinely approved by California courts, demonstrating that the Parties negotiated a meaningful PAGA component that is reasonable. (Anderson Decl. ¶ 72.)

The settlement of the claim for penalties under PAGA is reasonable and should be approved.

VII. THE SERVICE AWARD TO THE CLASS REPRESENTATIVE IS REASONABLE

Courts routinely approve service awards to compensate named plaintiffs for the services they provide and the risks they incur during class action litigation. *Bell v. Farmers Ins. Exchange*, 115 Cal. App. 4th 715, 726 (2004) (upholding "service payments" to plaintiffs for their efforts in bringing class case); *Manual for Complex Litigation (Fourth)*, § 21.62 n.971 (2004) (noting that service awards are warranted). In approving service awards, courts frequently approve awards of $10,000 or more per class representative. *In re Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1393-95 (2010)

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(upholding $10,000 service award to each of four class representatives). The factors courts use in determining the amount of an award include: (1) a comparison between the service awards and the range of monetary recovery available to the class; (2) time and effort put into the litigation; (3) whether the litigation will further the public policy underlying the statutory scheme; and (4) risks of retaliation. *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785, 804-07 (2009).

Plaintiff Correa seeks a Class Representative Service Payment of up to $2,500. (SA ¶ 3.2.1; Anderson Decl. ¶ 118; Correa Decl. ¶ 23.) This award is reasonable in comparison to the estimated average Individual Class Payment of approximately $1,291 per Participating Class Member. Plaintiff Correa assisted in working on the class claims including reviewing the class action settlement agreement and related documents, reviewing declaration language, and communicating with Class Counsel about the status of the lawsuit. (Correa Decl. ¶ 22; Anderson Decl. ¶ 119.) Plaintiff Correa worked with Class Counsel to protect the best interests of the Class, and this Settlement would have not been possible without him. (Anderson Decl. ¶ 120.)

An enhancement award of $2,500 to Plaintiff Correa is also appropriate when we consider the risks he took by stepping forward as the named class representative. (Correa Decl. ¶ 24; Anderson Decl. ¶ 121.) Plaintiff also agreed to execute broader general releases of his claims than those required of other Class Members, including waiver of California Civil Code § 1542. (SA ¶¶ 5.1, 5.2; Anderson Decl. ¶ 122; Correa ¶ 25.) The requested $2,500 award reasonably reflects the value of his contributions and the risks assumed in serving as a named plaintiff. (*See generally* Correa Decl.)

Separate and apart from this class and PAGA settlement, Plaintiff Martin entered into a Confidential Settlement Agreement and General Releases for his individual claims, pled in a separate lawsuit. These claims were not related to the wage and hour claims resolved in this Action and the negotiations were separate from the class and representative action settlement discussions. These claims did not pose a conflict with the absent class members. (Anderson Decl. ¶ 18.) Nonetheless, the amended class and PAGA settlement agreement does not provide for a service payment to Plaintiff Martin for his service and continued contributions to the class as a PAGA representative all these years.

Accordingly, the requested Class Representative Enhancement Payment to Plaintiff Correa is fair and reasonable compensation for the services he provided to the Class in this case.

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VIII. THE WORK PERFORMED BY CLASS COUNSEL SUPPORTS THE FEES REQUESTED

The California Supreme Court has unanimously held "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." *Laffitte v. Robert Half International, Inc.*, 1 Cal. 5th 480, 503 (2016). The Court further held that although trial courts have discretion to use a lodestar multiplier cross-check or to forego a lodestar multiplier cross-check if some other means to evaluate the reasonableness of a requested fee percentage exists, "the percentage method is a valuable tool that should not be denied our trial courts." *Id*. at 503-06. California courts frequently award common fund fees calculated using a percentage-of-the-fund method that is not dependent on counsel's lodestar amount. Pearl, *California Attorney Fee Awards* (CEB 3d Ed. 2010) § 5.19 (citing *In re Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009); *Bell v. Farmers Ins. Exchange*, 115 Cal. App. 4th 715, 726 (2004); *Apple Computer, Inc. v. Superior Ct.*, 126 Cal. App. 4th 1253, 1270 (2005)).

Here, the Settlement Agreement provides that Class Counsel may seek attorneys' fees of up to one-third (33 1/3%) of the GSA, or $166,666.67 in addition to reimbursement for actual litigation costs, not to exceed $17,000. (SA ¶ 3.2.2.) The requested fee percentage is within the range routinely approved by California courts in class action settlements. (Anderson Decl. ¶ 124.)

As demonstrated in the Amended Declaration of Hali M. Anderson filed herewith, Class Counsel performed a significant amount of work litigating this action, including extensive research, investigation, and analysis of each potential cause of action; review and analysis of Defendant's policies, timekeeping data, and payroll records; analysis of violation rates and damages exposure; preparation and service of PAGA notices; preparation of a detailed mediation brief; participation in a full-day mediation; negotiation of settlement terms; and drafting of the Settlement Agreement and preliminary approval papers. (Anderson Decl. ¶ 126.) Class Counsel committed, and continues to commit, significant financial and staffing resources to this case and undertook this action on a contingency basis, thereby bearing all the risk of non-recovery and advancing all costs of this complex, risky, and time-consuming litigation. (Anderson Decl. ¶ 130.)

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Class Counsel's extensive experience in wage and hour class actions also supports the reasonableness of the fee request. (Anderson Decl. ¶¶ 152-160.) Accordingly, for purposes of this Motion, the requested fees and costs are reasonable and within the range of preliminary approval. Plaintiff's counsel will provide at the final approval stage a further declaration detailing the work performed by counsel, and providing a breakdown of fees and costs, including lodestar crosscheck, justifying the final approval of Class counsel's request for fees and costs. (Anderson Decl. ¶¶ 127-128.)

IX. THE PROPOSED CLASS NOTICE PROCEDURE SATISFIES DUE PROCESS

To protect the rights of absent class members, California Rule of Court 3.769(f) requires Class Members be provided with notice of the final approval hearing and an explanation of the proposed settlement and objection procedures. Procedural due process does not guarantee any particular procedure; it requires only notice reasonably calculated to apprise interested parties of the pendency of the action affecting their interests and an opportunity to present their objections. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Notice that meets this standard and is neutrally worded satisfies due process. *Ryan v. Cal. Interscholastic Fed'n - San Diego Section*, 94 Cal. App. 4th 1048, 1072 (2001).

Here, the proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the Settlement. The Class Notice summarizes the lawsuit, including the contentions and denials of the Parties, the proceedings to date, and the terms and conditions of the Settlement in plain language in an informative and coherent manner. (SA ¶ 1.9; SA, Exh. A.) The Class Notice also fully informs Class Members of the terms of the Settlement, its effect on their rights, their options as Class Members and the procedure for opting out, objecting, and/or receiving payment, and the consequences of exercising those options. (SA ¶¶ 7.4, 7.5.) The Class Notice notifies the Class Members of their reported Workweeks and PAGA Pay Periods, and the estimated Individual Class Payment they will receive. (SA ¶ 7.4.2.) The Class Notice also states the date, time, and place of the final approval hearing, and explains how Class Members can obtain additional information, as well as view a copy of the Settlement Agreement. (SA ¶ 7.8.1.)

There is no statutory or due process requirement that all class members receive actual notice. 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 v. Superior Ct.*, 50 Cal. App. 3d 960, 973-974 (1975).

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Here, the proposed notice plan is consistent with class notices approved by state and federal courts, and, under the circumstances here, is the best notice practicable and is the method most likely to give actual notice to the greatest number of Class Members. Defendant's records should provide the best-known address available for most of the Class, but the Settlement Administrator will nevertheless attempt to locate the best possible mailing addresses prior to the mailing by conducting a National Change of Address search, as well as an in-depth skip trace. (Anderson Decl. ¶ 99; SA ¶ 4.1.) Moreover, the Settlement Administrator will perform a second in-depth search if any Class Notice is returned as undeliverable without a forwarding address. (*Id.;* SA ¶ 4.3.)

X. CONCLUSION

Based on the foregoing, the proposed Settlement is fair, adequate, and reasonable, and should be approved. Plaintiffs respectfully request that this Court enter an Order: (1) Preliminarily approving the proposed Class Action and PAGA Settlement; (2) Provisionally certifying the Settlement Class for settlement purposes only under Code of Civil Procedure section 382 and California Rules of Court rule 3.769; (3) Appointing Armando Correa as Class Representative; (4) Appointing ARCH Legal, P.C. as Class Counsel; (5) Approving the form and content of the Class Notice; (6) Appointing APEX Class Action, LLC as the Settlement Administrator and directing the Administrator to implement the notice plan; (7) Scheduling a Final Approval Hearing for March 19, 2027, or as soon thereafter as practicable by the Court; and (8) granting such other relief as the Court deems just and proper.

Respectfully submitted,

Dated: November 6, 2026

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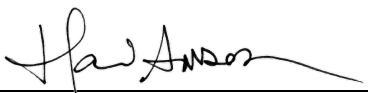
By: 

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