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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

CHEYENNE GARCIA, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, vs. LIBOR MANAGEMENT LLC, a limited liability company; CHOICE HOTELS INTERNATIONAL SERVICES CORP., a corporation; CHOICE HOTELS INTERNATIONAL, INC., a corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: **24CU006073C** **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT** Hearing Date: August 21, 2026 Hearing Time: 10:15 a.m. Judge: Hon. Wendy M. Behan Dept.: 66 Date Action Filed: August 15, 2024 Trial Date: Not set

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I. INTRODUCTION

Plaintiff Cheyenne Garcia ("Plaintiff") respectfully submits this memorandum in support of the unopposed motion for preliminary approval of the proposed class action and Private Attorney General Act ("PAGA") settlement with Defendants Libor Management LLC, Choice Hotels International Services Corp, and Choice Hotels International, Inc. (collectively "Defendants"), and seeks entry of an order: (1) preliminarily approving the proposed settlement of this class action with Defendants; (2) for settlement purposes only, conditionally certifying the Class, which is comprised of "all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period", which is September 19, 2023 through January 8, 2026; (3) provisionally appointing Plaintiff as the representative of the Class; (5) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP and Centurion Trial Attorneys, APC as Class Counsel; (6) approving the form and method for providing class-wide notice; (7) directing that notice of the proposed settlement be given to the Class; (8) appointing Apex Class Action LLC as Administrator, and (9) scheduling a final approval hearing date, proposed for January 15, 2027, to consider Plaintiff's motion for final approval of the settlement and for approval of attorneys' fees, expenses and the representative service award. Plaintiff and Defendants (collectively the "Parties") have reached a full and final settlement of the above-captioned action (the "Settlement"), which is set forth in the Class Action and PAGA Settlement Agreement ("Agreement") filed concurrently with the Court.[1] A copy of the Agreement is attached as Exhibit #1 to the Declaration of Kyle Nordrehaug ("Decl. Nordrehaug"), served and filed herewith. The form of the Agreement is based upon the Los Angeles County Superior Court model form for a class and PAGA settlement.

As consideration for this Settlement, the non-reversionary Gross Settlement Amount of Three Hundred Twenty-Five Thousand Dollars ($325,000) (the "Gross Settlement Amount") is to be paid by Defendants, as set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be made in full and final settlement of the Released Class Claims in exchange for the payments to Participating Class Members from the Gross Settlement

[1] Capitalized terms shall have the same meaning as defined in the Agreement.

Amount. The Gross Settlement Amount shall also be used to pay: (a) PAGA Penalties, (b) the costs of administration of the settlement, (c) Class Counsel's attorneys' fees and costs, and (d) the Class Representative Service Payment. (Agreement at ¶ 1.22.) Decl. Nordrehaug at ¶3. The following is a table of the key Settlement terms and the proposed deductions:

$325,000 (Gross Settlement Amount)
- $10,000 (Plaintiff's proposed service award - not to exceed amount)
- $36,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- $108,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- $10,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)
- $6,260 (Administration Expenses Payment - not to exceed amount)

$154,407 (Net Settlement Amount)

Based upon 133 Class Members who worked an estimated 7,200 work weeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of $2,443 per Class Member and $45 per workweek and after deductions the Net Settlement Amount provides an average recovery of $1,160.95 per Class Member and a recovery of $21.44 per workweek. Decl. Nordrehaug at ¶6.

On October 8, 2025, the Parties participated in an all-day mediation with John D. Andrews, a respected and experienced mediator of wage and hour class and representative actions. Following the mediation, the Parties agreed on the basic terms of a settlement pursuant to a mediator's proposal, memorialized in the form of a Memorandum of Understanding. Decl. Nordrehaug at ¶5. The Settlement is fair, reasonable and adequate, and should be preliminarily approved, because there is a fair monetary payment, and there are significant litigation risks. Plaintiff respectfully requests that this Court grant preliminary approval of the Agreement and enter the proposed order submitted herewith.

II. DESCRIPTION OF THE SETTLEMENT

The Gross Settlement Amount is Three Hundred Twenty-Five Thousand Dollars ($325,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties payment, which is to be allocated 65% to the Aggrieved Employees and 35% to the LWDA. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include Defendants' share of employer-side payroll taxes which will be paid separately. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall not revert to Defendants. (Agreement at ¶ 3.1.) Decl. Nordrehaug at ¶15.

The Agreement contains appropriate terms which have been previously approved by this Court and Courts throughout California. (See Agreement at ¶¶ 1.28, 1.38, 3.2, 4.3, 5.1, 6.2.) The proposed Class Notice also provides the required protections for the Class to opt out, object or dispute their weeks worked. (See Agreement at ¶¶ 8.5, 8.6, 8.7, and Exhibit A.) The additional details of the Settlement are addressed in the Decl. Nordrehaug at ¶¶ 16-22. As set forth in the supporting proof of service, the LWDA is being served with this motion and the Agreement.

III. CASE BACKGROUND

The description of the case and claims, along with the procedural history is set forth in the Declaration of Kyle Nordrehaug at ¶¶ 7-14. The Parties engaged in thorough investigation and the exchange of documents and information in connection with the Action for two years which permitted Class Counsel to perform a thorough analysis of the claims. Decl. Nordrehaug, ¶¶ 10, 14. The Parties participated in a mediation on October 8, 2025 with John D. Andrews, which after arms' length negotiations during and after the mediation, resulted in this Settlement. Decl. Nordrehaug, ¶12.

IV. THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS COURT TO GRANT PRELIMINARY APPROVAL

California "[p]ublic policy generally favors the compromise of complex class action litigation." *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 581 (2010) quoting *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1117-18 (2009). Class action settlements are approved where the proposed settlement is "fair, adequate and reasonable." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) (citing *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982), cert. denied, 459 U.S. 1217 (1983)).

Preliminary approval is the first of three steps that comprise the approval procedure for settlements of class actions. The second step is the dissemination of notice of the settlement to all class members. The third step is a final settlement approval hearing, at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented, and class members may be heard regarding the settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *Manual for Complex Litigation, Second* §30.44 (1993); Cal. Rules of Court, rule 3.769.

The primary question presented on an application for preliminary approval of a proposed class action settlement is whether the proposed settlement is "within the range of possible approval." *Manual for Complex Litigation*, Second §30.44 at 229; *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982).[2] Preliminary approval is merely the prerequisite to giving notice so that "the proposed settlement... may be submitted to members of the prospective Class for their acceptance or rejection." *Sayaman v. Baxter Healthcare Corp.*, 2010 U.S. Dist. LEXIS 151997, *3 (C.D. Cal. 2010). There is "a presumption of fairness . . . where . . . [a] settlement is reached through arms-length bargaining." *Wershba v. Apple Computer, Inc.,* 91 Cal. App. 4th 224, 245 (2001) (citation omitted); *see also Cho v. Seagate Tech. Holdings, Inc.*, 177 Cal. App. 4th 734, 742-45 (2009) (upholding trial court's determination that settlement was "fair, reasonable and adequate" where the settlement "provided valuable benefits to the class … that were 'particularly valuable in light of the risks plaintiff would have faced if she proceeded to litigate her case.'"); *Newberg*, 3d Ed., §11.41, p.11-88. However, the ultimate question of whether the proposed settlement is fair, reasonable and adequate is made after notice of the settlement to the class members and a final settlement hearing is held by the Court.

A. <u>The Role Of The Court In Preliminary Approval Of A Class Action Settlement</u>

The approval of a proposed settlement of a class action suit is a matter within the broad discretion of the trial court. *Wershba, supra,* 91 Cal. App.4th at 234-235; *Dunk,* 48 Cal. App. 4th 1794. In considering a potential settlement for preliminary approval purposes, the trial court does not have to reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute, and need not engage in a trial on the merits. *Wershba*, *supra*, 91 Cal. App. 4th at 239-40; *Dunk*, *supra*, 48 Cal. App. 4th at 1807. The Ninth Circuit explained that, "the very essence of a settlement is compromise, 'a yielding of absolutes and an abandoning of highest hopes.'" *Officers for Justice*, 688 F.2d at 624. Thus, when analyzing the settlement, the amount is "not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." *Officers*

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[2] California courts look to federal authority on class actions. *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971). "It is well established that in the absence of relevant state precedents trial courts are urged to follow the procedures prescribed in Rule 23 of the Federal Rules of Civil Procedure for conducting class actions." *Frazier v. City of Richmond*, 184 Cal. App.3d 1491, 1499 (1986), *citing Green v. Obledo*, 29 Cal.3d 126, 145-146 (1981).

for Justice, 688 F.2d at 625, 628.

With regard to class action settlements, the opinions of counsel should be given considerable weight both because of counsel's familiarity with this litigation and previous experience with cases such as these. *Officers for Justice*, 688 F.2d at 625. As a result, courts hold that the recommendation of counsel is entitled to significant weight. *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004).

B. Factors To Be Considered In Granting Preliminarily Approval

A number of factors are to be considered in evaluating a settlement for purposes of preliminary approval. In determining whether to grant preliminary approval, the court considers whether "(1) the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, (2) has no obvious deficiencies, (3) does not improperly grant preferential treatment to class representatives or segments of the class, and (4) falls within the range of possible approval." *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007). Courts hold that "a presumption of fairness exists where: (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." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008). Here, the Settlement meets all of the applicable criteria for preliminary approval and therefore the presumption applies.

1. The Settlement is the Product of Serious, Informed and Arm's Length Negotiations by Experienced Counsel

This settlement is the result of hard-fought litigation negotiations before an experienced and well-respected mediator. Defendants have expressly denied and continue to deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class Claims of the Class in accordance with this Settlement. The Class release is appropriately tethered to factual allegations in the Operative Complaint. (Agreement at ¶¶ 1.38 and 6.2.)

Class Counsel are experienced and qualified to evaluate the class claims, the defenses asserted, and the risks and benefits of trial and settlement, and Class Counsel are particularly experienced in wage and hour employment class actions, as Class Counsel has previously litigated and certified similar claims against other employers. Decl. Nordrehaug at ¶31; Declaration of Ryan Stygar at ¶¶ 3-7. The view of qualified and well-informed counsel that a class action settlement is fair, adequate, and reasonable is entitled to significant weight. *See Kullar v. Foot Locker*, 168 Cal. App. 4th 116, 133 (2008) (the trial court "undoubtedly should continue to place reliance on the competence and integrity of counsel, the involvement of a qualified mediator, and the paucity of objectors to the settlement."); *Dunk*, 48 Cal. App. 4th at 1802.

The Parties attended an arms-length mediation session with John D. Andrews, a respected and experienced mediator of wage and hour class and representative actions, in order to reach this Settlement. In preparation for the mediation, Defendants provided Class Counsel with payroll, time and employment data, along with other information regarding the Class Members, various internal documents, and other compensation and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement terms were negotiated and set forth in the Agreement now presented for this Court's approval. Decl. Nordrehaug at ¶ 5. Importantly, Plaintiff and Class Counsel believe that this Settlement is fair, reasonable and adequate.

Class Counsel has conducted a thorough investigation into the facts of the class action as detailed in the Declaration of Kyle Nordrehaug. Based on the Class data and their own independent investigation, evaluation and experience, Class Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential appellate issues. Decl. Nordrehaug at ¶ 14. Plaintiff and Class Counsel recognize the risks, expense and length of continuing to litigate and trying this Action against Defendants and then litigating possible appeals which could take several years. Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members. Decl. Nordrehaug, ¶ 23.

Here, there can be no dispute that the litigation has been hard-fought with aggressive and capable advocacy on both sides. The Parties were represented by experienced and capable counsel who zealously advocated their positions. Accordingly, "[t]here is likewise every reason to conclude that settlement negotiations were vigorously conducted at arms' length and without any suggestion of undue influence." *In re Wash. Public Power Supply Sec. Litig.*, 720 F. Supp. 1379, 1392 (D. Ariz 1989).

2. The Settlement Has No "Obvious Deficiencies" and Falls Well Within the Range for Approval

The proposed Settlement herein has no "obvious deficiencies" and is well within the range of possible approval. All Class Members will receive an opportunity to participate in the Settlement and receive payment according to the same formula. (Agreement at ¶ 3.2(e).) Based upon 133 Class Members who worked an estimated 7,200 work weeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of $2,443 per Class Member and $45 per workweek and after deductions the Net Settlement Amount provides an average recovery of $1,160.95 per Class Member and a recovery of $21.44 per workweek. Decl. Nordrehaug, ¶6.

The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class claims at issue in this Action, Plaintiff used this expert to analyze the data and determine the potential damages. The maximum potential damages were calculated to be $2,920 for the alleged unpaid wages due to rounding, $125,540 for the alleged unpaid wages for off-the-clock work at 1 hour per week, $3,405 for the alleged underpaid meal premiums and sick pay due to the miscalculation of the regular rate, $78,521 for alleged missed meal period damages based upon a 38% violation rate and after deduction of meal premiums already paid by Defendants, $144,671 for alleged rest period damages based upon the same 38% violation rate, $5,705 for alleged unreimbursed cell-phone expenses at $5 per month. Decl. Nordrehaug, ¶6. As a result, the total damage valuation was calculated such that Defendants were subject to a maximum damage claim in the amount of $361,762. As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of $345,799, and potential maximum wage statement penalties were $223,850.[3] Defendants vigorously disputed Plaintiff's

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[3] While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted by Defendants, including, a good faith dispute defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendants' position that Plaintiff and Class

calculations and exposure theories. Decl. Nordrehaug, ¶6.

Consequently, the Gross Settlement Amount of $325,000 represents more than 89% of the maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.[4] Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum calculations should then be realistically risk-adjusted in consideration for both the risk of class certification and class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendants, this settlement is fair and reasonable.[5] Decl. Nordrehaug, ¶6.

Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by Defendants present serious threats to the claims of the Plaintiff and the other Class Members. Defendants asserted that Defendants' practices complied with all applicable Labor laws. Defendants argued that Class Members were paid for all time worked and that all work time was properly recorded and compensation for that time was correctly compensated. Defendant argued that rounding was facially neutral and did not result in unpaid wages. Defendants contend that its meal and rest period

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Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether and when the wages were due.").

[4] Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

[5] See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a settlement where the settlement amount constituted approximately 25% of the estimated overtime damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval where the settlement "represents approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%" of maximum valuation).

policies fully complied with California law and Defendants did not fail to provide the opportunity for legally required meal and rest breaks. Defendants could argue that their payment of significant meal premiums is evidence of their lawful practices and good faith. Defendants contend that there was no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendants could argue that the Supreme Court decision in *Brinker v. Superior Court,* 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendants also argue that based on their facially lawful practices, Defendants acted in good faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law.") Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendants maintain these defenses have merit and therefore present a serious risk to recovery by the Class. Decl. Nordrehaug, ¶ 24.

There was also a significant risk that, if the Action was not settled, Plaintiff would be unable to certify a class and maintain that certification through trial, and thereby not recover on behalf of any employees other than themselves. At the time of the mediation, Defendants forcefully opposed the propriety of class certification, arguing that individual issues precluded class certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has been certified. While other cases have approved class certification in wage and hour claims, class certification in this action was hotly disputed and the maintenance of a certified class through trial was by no means a foregone conclusion. Decl. Nordrehaug, ¶ 25.

After arm's length negotiations between experienced and informed counsel, the Parties recognized the potential risks and agreed on the Settlement with a Gross Settlement Amount of $325,000. As the Court held in *Glass*, where the parties faced uncertainties similar to those here:

> In light of the above-referenced uncertainty in the law, the risk, expense, complexity, and likely duration of further litigation likewise favors the settlement. Regardless of how this Court might have ruled on the merits of the legal issues, the losing party likely would have appealed, and the parties would have faced the expense and uncertainty of litigating an appeal.

2007 WL 221862, at *4.

3. The Settlement Does Not Improperly Grant Preferential Treatment To Class Representatives or Segments Of The Class

The relief provided in the Settlement will benefit all members of the Class. The Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way. Payments to the Class Members are all determined under a neutral methodology. Each Participating Class Member will receive the same opportunity to participate in and receive payment through a neutral formula that is based upon the Workweeks for that individual. Decl. Nordrehaug, ¶4.

Plaintiff will apply to the Court for a Class Representative Service Payment in consideration for her service and for the risks undertaken on behalf of the Class. (Agreement at ¶ 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel over the course of litigation, and undertook the risks of litigation for the Class. The Declaration of the Plaintiff is submitted herewith in support. Decl. Nordrehaug at ¶27. At this stage, the requested service award is within the range of reasonableness for purposes of preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (service awards of $15,000 each are appropriate); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. 2008) (awarding $25,000 service award); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for $12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.,* 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding $12,500). As explained in *Glass*, service awards are routinely awarded to compensate for the time and effort expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-17.

4. The Stage Of The Proceedings Is Sufficiently Advanced To Permit Preliminary Approval Of The Settlement

The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel engaged in informal discovery to obtain necessary information. Class Counsel conducted a review and analysis of the relevant documents and data with the assistance of an expert. Class Counsel was also experienced with these claims. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. Decl. Nordrehaug at ¶28.

Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and numerous potential appellate issues. Decl. Nordrehaug at ¶29.

V. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY

Plaintiff contends that the proposed settlement meets all of the requirements for class certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court should conditionally certify the Class for settlement purposes only, defined as follows:

> All individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.

(Agreement at ¶ 1.5.)

The Class Period is from September 19, 2023 through January 8, 2026. (Agreement at ¶ 1.13).

A. California Code of Civil Procedure § 382

Plaintiff seeks certification of this Class for settlement purposes under California Code of Civil Procedure § 382. The California Supreme Court explained the standard for determining whether class certification is appropriate as follows:

> Code of Civil Procedure Section 382 authorizes class actions "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...." The "community of interest" requirement 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.

Sav-On Drug Stores, Inc. v. Superior Court, 34 Cal. 4th 319, 326 (2004).

While Defendants reserve all rights to dispute that the Plaintiff can satisfy these requirements, the Parties agree that Defendants will not dispute that these requirements may be satisfied in this case for purposes of settlement only and therefore, the proposed Class should be certified for purposes of settlement only. (Agreement at ¶ 2.7.)

B. The Proposed Class Is Ascertainable and Numerous

Plaintiff brings this Action on behalf of a Class of non-exempt employees of the Defendants during the Class Period. Plaintiff asserts that all of these individuals are ascertainable because the Class Members can readily be determined through examination of Defendants' files. Given that the Class consists of approximately 133 individuals, Plaintiff maintains that numerosity is clearly satisfied. *See Bowles v. Superior Court*, 44 Cal.2d 574 (1955) (class with 10 members); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981) (class of 48 members satisfies numerosity requirement.) Plaintiff asserts that the 133 current and former employees that comprise the Class can be identified based on Defendants' records and are sufficiently numerous for class certification. Decl. Nordrehaug at ¶30.

C. Common Issues of Law and Fact Predominate

Predominance of common issues of law or fact does not require that the common issues be dispositive of the entire controversy or even that they be dispositive of all liability issues. 1 *Newberg on Class Actions*, Section 4.25 at 4-82, 4-83 (1992). "Predominance is a comparative concept, and 'the necessity for class members to individually establish eligibility and damages does not mean individual fact questions predominate.'" *Sav-On*, 34 Cal. 4th at 334.

Commonality exists if there is a predominant common legal question regarding how an employer's policies impact its employees. *Ghazaryan v. Diva Limousine, Ltd.*, 169 Cal. App. 4th 1524, 1536 (2008) ("[T]he common legal question remains the overall impact of Diva's policies on its drivers.") Whether the plaintiff is likely to prevail on their theory of recovery is irrelevant at the certification stage since the question is "essentially a procedural one that does not ask whether an action is legally or factually meritorious." *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440 (2003).

Here, Plaintiff contends that common questions of law and fact are present, specifically the common questions of whether Defendants' practices were lawful, whether Defendants failed to provide meal and rest periods to Class Members, whether Class Members were lawfully compensated for all hours worked, whether Defendants rounding practices were lawful, whether Defendants failed to provide required expense reimbursement, and whether Class Members are entitled to damages and penalties as a result of these practices. Plaintiff contends that certification of this Class is appropriate because Defendants allegedly engaged in uniform practices with respect to the Class Members. As a result, these common questions of liability could be answered on a class wide basis. Decl. Nordrehaug, ¶30. Defendants dispute that common questions predominate but will not oppose such a finding for purposes of this Settlement only.

D. The Claims of the Plaintiff Are Typical of the Class Claims

The typicality requirement requires the Plaintiff to demonstrate that the members of the Class have the same or similar claims as the Plaintiff. "The typicality requirement is met when the claims of the [p]laintiff arise from the same event or are based on the same legal theories." *Tate v. Weyerhaeuser Co.*, 723 F.2d 598, 608 (8th Cir. 1983). In *Hanlon*, *supra*, 150 F.3d at 1020, the Ninth Circuit held that "[u]nder the rule's permissive standards, representative claims are 'typical' if they are reasonably coextensive with those of absent class members; they need not be substantially identical."

In this Action, Plaintiff contends that the typicality requirement is fully satisfied. Plaintiff, like every other member of the Class, was employed as a non-exempt employee, and, like every other member of the Class, was subject to the same employment policies and practices. Plaintiff, like every other member of the Class, also claims owed compensation as a result of the Defendants' allegedly uniform company policies and practices. Thus, the claims of Plaintiff and the members of the Class arise from the same course of conduct by Defendants, involve the same issues, and are based on the same legal theories. Decl. Nordrehaug at ¶30. Plaintiff asserts that the typicality requirement is met as to the common issues presented in this case. Defendants dispute that the typicality requirement is satisfied but do not oppose a finding of typicality for purposes of this Settlement only.

E. The Class Representation Fairly and Adequately Protected the Class

Plaintiff contends that the Class Members are adequately represented here because Plaintiff and Class Counsel (a) do not have any conflicts of interest with other class members, and (b) will prosecute the case vigorously on behalf of the class. *Hanlon*, 150 F.3d at 1020. This requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class and has actively participated in the prosecution of this case to date. Plaintiff effectively communicated with Class Counsel, provided documents and information to Class Counsel, and participated in the investigation and resolution of the Action. The personal involvement of the Plaintiff was essential to the prosecution of the Action and the monetary settlement reached. Second, Plaintiff retained competent counsel who are experienced in employment class and representative actions and who have no conflicts. Decl. Nordrehaug at ¶ 31; Declaration of Ryan Stygar at ¶¶ 3-7. Third, there is no antagonism between the interests of the Plaintiff and those of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of facts and legal theories. Under such circumstances, there can be no conflicts of interest, and adequacy of representation is satisfied. *Reaves v. Ketoro, Inc.*, 2020 U.S. Dist. Lexis 167926, *23 (C.D. Cal. 2020).

F. The Superiority Requirement Is Met

To certify a class, the Court must also determine that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. As the Supreme Court has explained:

> Absent class treatment, each individual plaintiff would present in separate, duplicative proceedings the same or essentially the same arguments and evidence, including expert testimony. The result would be a multiplicity of trials conducted at enormous expense to both the judicial system and the litigants.

Sav-On, 34 Cal. 4th at 340.

Here, Plaintiff contends that a class action is the superior mechanism for resolution of the Class claims.

VI. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE

The Court has broad discretion in approving a practical notice program. *7- Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1164 (2000). The Parties have agreed upon procedures by which the Class Members will be provided with written notice of the Settlement similar to that approved and utilized in hundreds of class action settlements and the Class Notice includes all relevant information. (*See* Exhibit "A" to the Agreement.) Decl. Nordrehaug at ¶32. The Class Notice will explain that the Class Members have sixty (60) days from the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) This notice program was designed to meaningfully reach the Class Members providing notice of all pertinent information concerning the Settlement, and is the best notice practicable in compliance with Rules of Court 3.766 and 3.769(f). Decl. Nordrehaug at ¶32.

VII. CONCLUSION

Plaintiff respectfully requests that the Court preliminarily approve the proposed settlement and sign the proposed Preliminary Approval Order, which is submitted herewith, and schedule the final approval hearing for the proposed date of January 16, 2027.

Dated: July 28, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: *_/s/ Kyle Nordrehaug_*
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Attorney for Plaintiff