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

VIANNA MONARQUE RALH,  
individually, and on behalf of other members  
of the general public similarly situated;

Plaintiffs,

vs.

RO HEALTH, LLC, a Delaware limited  
liability company; RO HEALTH, INC., an  
unknown business entity; RO HEALTH  
HOLDINGS, LLC, a Delaware limited  
liability company; and DOES 1 through 100,  
inclusive.

Defendants.

Case No.: 25CV022017

Honorable Jill H. Talley  
Department 8A

**CLASS ACTION**

**PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT; MEMORANDUM  
OF POINTS AND AUTHORITIES**

Date: October 9, 2026  
Time: 9:00 a.m.  
Department: 8A

Complaint Filed: September 16, 2025  
Trial Date: None Set

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

**PLEASE TAKE NOTICE** that on October 9, 2026, at 9:00 a.m. or as soon thereafter as the matter may be heard before the Honorable Jill H. Talley in Department 8A of the Superior Court of California for the County of Sacramento, located at 500 G St. Sacramento, CA, 95814, Plaintiffs Vianna Monarque Ralh and Leslie Chasco-Ortega (“Plaintiffs” or “Class Representatives”) will, and hereby do, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as **“EXHIBIT 4”** to the Declaration of Halwadjian in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiffs Vianna Monarque Ralh and Leslie Chasco-Ortega as Class Representatives;
- Appointing Arby Aiwarzian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), attached as **“EXHIBIT A”** to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving Simpluris Inc. as the Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may be downloaded off the court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declaration of Proposed Class Counsel (Maria Halwadjian) and Proposed Class Representatives (Vianna Monarque Ralh and Leslie Chasco-Ortega) in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: September 16, 2026

**LAWYERS for JUSTICE, PC**

By:   
Brian J. St. John  
Maria Halwadjian  
Attorneys for Plaintiffs Vianna Monarque Ralh and  
Leslie Chasco-Ortega

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. SUMMARY OF MOTION**

Plaintiffs Vianna Monarque Ralh (“Plaintiff Ralh”) and Leslie Chasco-Ortega (“Plaintiff Chasco-Ortega”) (“Plaintiffs” or “Class Representatives”) seek preliminary approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other PAGA Members, on the one hand, and Defendants Ro Health, LLC, Ro Health, Inc., and Ro Health Holdings, LLC (collectively, the “Defendants”), on the other hand. Subject to approval by the Court, Plaintiffs and Defendants (collectively, the “Parties”) have agreed to settle the lawsuits for a Gross Settlement Amount of \$3,055,000.00.<sup>1</sup>

Plaintiffs also seek to provisionally certify the following Class for settlement purposes, which Defendants do not oppose:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California during the Class Period. (“Class”).<sup>2</sup>

Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Participating Class Member”) will receive a *pro rata* share of the Net Settlement Amount (“Individual Class Payment”). The net payment of each Participating Class Member’s Individual Class Payment (“Individual Class Payments”) will be distributed to Participating Class Members on a *pro rata* basis based upon the number of weeks each Class Member worked for Defendants for at least one day, during the Class Period (“Workweeks”).<sup>3</sup>

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<sup>1</sup> Settlement Agreement, attached as “EXHIBIT 3” to Declaration of Maria Halwadjian (“Halwadjian Decl.”), ¶ 1.22. If the total number of Workweeks as of the end of the Class Period exceeds the above figure by greater than 10% (exceeds 385,000 workweeks), then Defendant shall have the option to either: (1) have the Gross Settlement Amount increase pro rata based on the number of additional Workweeks above 10% (i.e., if the number of Workweeks is 11% greater than 350,000 Workweeks, then the Gross Settlement Amount shall increase by 1%); or (2) have the end date of the Class Period become the date one day prior to the date on which the total number of workweeks exceeds 385,000 workweeks. Provided, however, that Defendant must notify Class Counsel of its election prior to the date that Class Counsel files the Motion for Preliminary Approval of the Settlement so that the Parties can advise the Court accordingly. *See id.*, ¶ 5.1.1.

<sup>2</sup> Settlement Agreement ¶ 1.12 (“Class Period” is defined as the period from November 20, 2020, through June 1, 2026.”)

<sup>3</sup> Settlement Agreement, ¶¶ 1.5, 1.23, 1.24, and 1.46.

The Settlement, upon final approval by the Court and funding of the Gross Settlement Amount, will operate to resolve the Released Class Claims of Plaintiffs and Participating Class Members and the Released PAGA Claims of the State of California.<sup>4</sup>

## **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

Defendants operate a healthcare staffing company that provides healthcare home nurses and staffing services, including services in schools, medical facilities, and correctional facilities. Defendants employ thousands of employees across the United States, including a substantial number of employees in California. Most of plaintiffs' employees are placed at client sites (e.g., schools, correctional facilities, nursing homes, patient homes, etc. Plaintiffs are former employees of Defendants.

On September 16, 2025, Plaintiff Ralh filed the Class Action Complaint for Damages against Defendants in the Superior Court for the County of Sacramento, thereby commencing the above-captioned lawsuit ("*Ralh* Class Action").<sup>5</sup>

On September 16, 2025, Plaintiff Ralh provided written notice by certified mail to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that were alleged to be violated ("*Ralh* PAGA Notice"). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the *Ralh* PAGA Notice.<sup>6</sup>

On November 20, 2025, Plaintiff Ralh filed Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., thereby commencing the action *Vianna Monarque Ralh v. Ro Health, LLC, et al.*, Sacramento County Superior Court, Case No. 25CV028110 ("*Ralh* PAGA Action").<sup>7</sup>

On January 8, 2026, Plaintiff Chasco-Ortega filed a Collective Action Under the Fair Standards Act, thereby commencing the action entitled *Leslie Chasco-Ortega v. Ro Health, LLC*,

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<sup>4</sup> *Id.*, at ¶¶ 3.2 and 3.3. See *id.* at ¶ 3.2 for the full scope of the "Released Class Claims" *id.* at ¶ 3.3 for the full scope of the "Released PAGA Claims," and *id.* at ¶ 1.42 for the definition of the "Released Parties."

<sup>5</sup> Halwadjian Decl. ¶ 2.

<sup>6</sup> *Id.*, ¶ 3, Exh. 1.

<sup>7</sup> *Id.*, ¶ 4.

1 *et al.*, Riverside County Superior Court, Case No. CVRI2600323 (“*Chasco-Ortega* Action”)  
2 (collectively with the *Ralh* Class Action and the *Ralh* PAGA Action, the “Actions”).<sup>8</sup>

3 On January 8, 2026, Plaintiff Chasco-Ortega provided written notice by certified mail to  
4 the LWDA and Defendants of the specific provisions of the California Labor Code that were  
5 alleged to be violated (“Chasco-Ortega PAGA Notice”). Aside from confirmation of receipt of  
6 the Chasco-Ortega PAGA Notice, the LWDA did not respond to the Chasco-Ortega PAGA  
7 Notice.<sup>9</sup>

8 On March 17, 2026, Plaintiff Ralh a filed First Amended Complaint for Enforcement  
9 Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the *Ralh*  
10 PAGA Action, thereby adding Plaintiff Chasco-Ortega as an additional named Plaintiff.<sup>10</sup>

11 On April 13, 2026, Plaintiff Ralh submitted an amended notice to the LWDA and  
12 Defendants. (“Amended PAGA Notice”).<sup>11</sup> Aside from confirmation of receipt of the Amended  
13 Ralh PAGA Notice, the LWDA did not respond to the Amended Ralh PAGA Notice.

14 Plaintiffs’ core allegations are that Defendants have violated California wage and hour  
15 law, including but not limited to laws set forth in the California Labor Code, by engaging in a  
16 uniform practice and procedure, with respect to Plaintiffs, Class Members, and PAGA Members  
17 of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay,  
18 failing to provide compliant meal and rest periods and associated premium pay, failing to timely  
19 pay wages during employment and upon termination of employment, failing to pay sick pay,  
20 including at the correct rate, failing to provide compliant wage statements, failing to maintain  
21 requisite payroll records, failing to reimburse necessary business expenses, and thereby engaged  
22 in unfair business practices in violation of California Business and Professions Code section  
23 17200, *et seq.*, and conduct giving rise to civil penalties recoverable under the Private Attorneys  
24 General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs contend that they,

25  
26 <sup>8</sup> *Id.*, ¶ 5.

27 <sup>9</sup> *Id.*, ¶ 6.

<sup>10</sup> *Id.*, ¶ 7.

28 <sup>11</sup> *Id.*, ¶ 8.

1 and the Class Members and PAGA Members, are entitled to, *inter alia*, unpaid wages, penalties  
2 (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.<sup>12</sup>

3 The Parties have actively litigated the Action since commenced on September 16, 2025.  
4 On March 31, 2026, the Parties participated in arm's-length and informed negotiations with  
5 Mediator Doug Leach ("Mediator"), a respected mediator of complex wage and hour and PAGA  
6 actions.<sup>13</sup> Although the Parties did not reach a settlement at mediation, the Parties continued to  
7 negotiate through the Mediator, and ultimately agreed to a resolution via a mediator's proposal.<sup>14</sup>

8 **III. SUMMARY OF THE SETTLEMENT TERMS**

9 Under the terms of the Settlement, Defendants will pay a Gross Settlement Amount of  
10 \$3,055,000.00 to resolve the Action.<sup>15</sup> Subject to approval by the Court, the Net Settlement  
11 Amount will be calculated by deducting the following amounts from the Gross Settlement  
12 Amount: (1) attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross  
13 Settlement Amount (i.e., \$1,069,250.00 if the Gross Settlement Amount remains \$3,055,000.00)  
14 ("Class Counsel Fees Payment") and litigation costs and expenses in an amount not to exceed  
15 \$20,000.00 ("Class Counsel Litigation Expenses Payment") to Class Counsel; (2) Administration  
16 Expenses Payment, which are currently estimated not to exceed \$55,000.00 to the Administrator  
17 ("Administration Expenses Payment"); (3) PAGA Penalties of \$300,000.00 ("PAGA Penalties");  
18 and (4) payments in the amount of up to \$10,000.00 each to Plaintiffs (for a combined total of  
19 \$20,000.00) ("Representative Enhancement Award").<sup>16</sup> The Parties have agreed to retain  
20 Simpluris Inc. ("Simpluris Inc." or "Administrator") to handle the notice and settlement  
21 administration process.<sup>17</sup>

22 The Parties have agreed that the Administrator will determine each Participating Class  
23 Member's share of the available Net Settlement Amount ("Individual Class Payment"), in  
24 accordance with the Settlement Agreement on a *pro rata* per Workweeks basis, which will be

25 \_\_\_\_\_  
26 <sup>12</sup> *Id.*, ¶ 31.

27 <sup>13</sup> *Id.*, ¶ 26.

28 <sup>14</sup> *Id.*, ¶ 26.

<sup>15</sup> Settlement Agreement, ¶ 4.1.

<sup>16</sup> Settlement Agreement, ¶¶ 4.2.1, 4.2.2, 4.2.3, & 4.2.5.

<sup>17</sup> *Id.*, ¶ 7.1.

adjusted after Final Approval to reflect the total Workweeks worked by Participating Class Member.<sup>18</sup> The Parties have agreed that the Administrator will determine each PAGA Members's *pro rata* share of the thirty-five percent (35%) share of the PAGA Penalties, in accordance with the Settlement Agreement on a *pro rata* per Pay Period basis.<sup>19</sup>

The Parties agree, for purposes of this Settlement, that Individual Class Payments will be allocated twenty percent (20%) to wages subject to withholdings and eighty percent (80%) to penalties and interest.<sup>20</sup> The Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment, and issue checks to Participating Class Members for their Individual Class Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will not be subjected to withholdings.<sup>21</sup> Defendants will provide the funds for any employer-side taxes related to the Individual Class Payments.<sup>22</sup>

Individual Class Payments and Individual PAGA Payment checks will be negotiable for 180 calendar days from the date of their issuance, and thereafter, shall be canceled.<sup>23</sup> Thereafter, funds from uncashed Individual Class Payments and/or Individual PAGA Payments shall be transmitted to the California Controller's Unclaimed Property Fund in the name of each Class Member and/or PAGA Members to whom the checks were issued.<sup>24</sup>

Any Class Member may request to be excluded from the Class Settlement by mailing a Request for Exclusion postmarked on or before the date that is sixty (60) calendar days from the date of the initial mailing of the Class Notice by the Administrator ("Response Deadline").<sup>25</sup> PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.<sup>26</sup>

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<sup>18</sup> *Id.*, ¶¶ 1.2.3 & 4.2.4.

<sup>19</sup> *Id.*, ¶ 1.2.4

<sup>20</sup> *Id.*, ¶ 4.2.4.1.

<sup>21</sup> *Id.*, ¶ 4.2.5.1.

<sup>22</sup> *Id.*, ¶ 4.1.

<sup>23</sup> *Id.*, ¶ 5.4.1.

<sup>24</sup> *Id.*, ¶ 5.4.3.

<sup>25</sup> *Id.*, ¶¶ 1.43 and 1.44.

<sup>26</sup> *Id.*, ¶ 7.5.4.

Only Class Members who have not submitted a Request for Exclusion (i.e., Participating Class Members) may object to the Class Settlement by submitting a written objection, to the Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval hearing, regardless of whether they submitted a written objection.<sup>27</sup>

In order to dispute the number of Workweeks and/or Workweeks attributable to an individual Class Member and/or PAGA Member, that Class Member and/or PAGA Member must submit a written letter to the Administrator, and may include copies of any supporting evidence they may have.<sup>28</sup>

#### IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not 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. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

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<sup>27</sup> *Id.*, ¶ 7.7.1.

<sup>28</sup> *Id.*, ¶ 7.6.

**V. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT**

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk*, 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including “the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Dunk*, 48 Cal.App.4th at 1801. “The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give “proper deference to the private consensual decision of the parties.” *Hanlon v. Chrysler Corp.* (9<sup>th</sup> Cir. 1998) 150 F.3d 1011, 1027.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. “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.” *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

**A. The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery.**

The Parties have actively litigated the Actions since commencement of the *Ralh* Class Action on September 16, 2025. Both sides investigated the veracity, strength, and scope of the claims throughout the cases, and Class Counsel was actively preparing the matter for class certification and trial.<sup>29</sup> Shortly after the filing of the Action, Plaintiffs propounded extensive written discovery and noticed depositions of Defendants’ Person Most Knowledgeable.<sup>30</sup>

<sup>29</sup> Halwadjian., ¶ 27.

<sup>30</sup> *Id.*

1 In preparation for mediation, Class Counsel conducted significant investigation and  
2 informal discovery regarding the facts of the cases, including and not limited to, the exchange,  
3 review, and analysis of hundreds of pages of documents and more than 1.5 million lines of data  
4 from Plaintiffs, Defendants, and other sources.<sup>31</sup> The volume of data and documents that Class  
5 Counsel reviewed and analyzed included and was not limited to: Plaintiffs' and other Class  
6 Members' employment records, time and pay data from for the entire class (as opposed to a  
7 sampling) containing more than 1.5 million rows of data, each of Defendants' Employee  
8 Handbooks in place during the relevant time period, Defendants' standalone policies, including  
9 those related to reporting time, on-duty meal periods, expense reimbursement, personal device  
10 use, travel, documents related to Defendants' operations and employment practices and  
11 procedures (including but not limited to Defendants' Meal and Rest Period Policy, New Hire  
12 Personnel Activity Forms, and Orientation Forms), and policies, among other information and  
13 documents.<sup>32</sup> Class Counsel had the opportunity to interview Plaintiffs and others to gather facts  
14 and to identify potential witnesses.<sup>33</sup> In addition, Class Counsel has extensive experience in  
15 California wage-and-hour class actions.<sup>34</sup>

16 The Parties engaged in extensive settlement negotiations and participated in a full-day  
17 mediation conducted by Doug Leach, a well-respected mediator experienced in mediating  
18 complex wag, hour, and PAGA matters.<sup>35</sup> Prior to and during the mediation and settlement  
19 negotiations, the Parties exchanged extensive information and engaged in discussions regarding  
20 their evaluations of the cases and various aspects of the cases, including but not limited to, the  
21 risks and delays of further litigation, including the risks of proceeding with class certification  
22 and/or representative adjudication, the law relating to off-the-clock theory, regular rate, meal and  
23 rest periods, PAGA representative claims, and wage-and-hour enforcement; the evidence  
24 produced and analyzed; and the possibility of appeals.<sup>36</sup> During all settlement discussions, the

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25 <sup>31</sup> *Id.*, ¶ 27.

26 <sup>32</sup> *Ibid.*

27 <sup>33</sup> Halwadjian Decl., ¶ 27.

28 <sup>34</sup> Halwadjian Decl., ¶¶ 19-24.

<sup>35</sup> *Id.*, ¶ 26.

<sup>36</sup> *Ibid.*

Parties conducted their negotiations at arm's length in an adversarial position via Mediator Doug Leach.<sup>37</sup> The Parties did not reach a settlement at mediation, but instead only reached a settlement pursuant to a mediator's proposal, agreed to days after the mediation and further negotiations facilitated by the Mediator.<sup>38</sup> Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.<sup>39</sup> After conducting investigations, formal and informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation and post-mediation proposal, the Parties have agreed that the matters are well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation.<sup>40</sup>

**B. The Settlement Is Fair, Reasonable, and Adequate.**

The Settlement represents a fair, adequate, and reasonable resolution of the matter.<sup>41</sup> The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the formal and informal exchange of information.<sup>42</sup> The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue.<sup>43</sup> Moreover, considering all of the facts and circumstances of the lawsuits, the Settlement represents a fair, reasonable, and adequate recovery for the Class.<sup>44</sup>

Assuming that the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Representative Enhancement Award, PAGA Penalties, and Administration Expenses Payment are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be \$1,590,750.00.<sup>45</sup> Additionally, thirty-five percent (35%) of the PAGA Penalties (i.e., Individual

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<sup>37</sup> Ibid.

<sup>38</sup> Ibid.

<sup>39</sup> Ibid.

<sup>40</sup> Ibid.

<sup>41</sup> *Id.*, ¶¶ 26 & 28.

<sup>42</sup> *Id.*, ¶¶ 26-27.

<sup>43</sup> *Id.*, ¶¶ 26 & 29.

<sup>44</sup> *Id.*, ¶¶ 26 & 28.

<sup>45</sup> *Id.*, ¶ 10.

PAGA Payment ), which is \$105,000.00 out of \$300,000.00, will be distributed to the PAGA Members. The entire Net Settlement Amount will be fully paid out to the Participating Class Member, in accordance with the Settlement Agreement.

The amount of each Participating Class Member's Individual Class Payment and each PAGA Member's Individual PAGA Payment will be calculated based on their Workweeks and/or Workweeks during the Settlement Class Period or Class Period and PAGA Period, respectively.<sup>46</sup> "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Workweeks and/or Pay Periods actually worked at least one day for Defendants during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Settlement Class Members, PAGA Members, and the State of California.<sup>47</sup> Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

**C. The Settlement Is a Reasonable Compromise of Plaintiffs' Claims.**

In evaluating a proposed class settlement, the court must have sufficient information to understand the nature and magnitude of the claims and to determine whether the settlement represents a reasonable compromise in light of the risks of continued litigation. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.

Here, Defendants disputed both liability and class certification, arguing that they complied with California law, maintained compliant written policies, and that any alleged

<sup>46</sup> Settlement Agreement, ¶¶ 1.23 & 1.24.

<sup>47</sup> Halwadjian Decl., ¶¶ 26 & 28.

violations were individualized and not amenable to class treatment. Defendants additionally argued that the size and breadth of the class precluded certification due to the wide range of various positions held by putative class members. Defendants also asserted defenses that could have significantly reduced or eliminated recovery. While Plaintiffs believe the claims are suitable for class treatment, they recognize that class certification and liability determinations are inherently uncertain.

Considering the risks, expense, and delay associated with continued litigation, the Settlement represents a reasonable and fair compromise that provides meaningful relief to Class Members now, rather than the possibility of a greater recovery years later or no recovery at all.

Based upon Class Counsel's independent investigation and detailed data obtained through informal discovery and information exchanges, and factoring in claim certification probabilities and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and in order to reach a realistic and reasonable resolution as further detailed below.

#### 1. Class and PAGA Value

Throughout the litigation of this action and the negotiation of the settlement during and after mediation, Plaintiffs argued that Plaintiffs' ability to certify the class established substantial risk to Defendants. Specifically, Plaintiffs argued that the certification of any of Plaintiffs' myriad theories would result in significant liability (or risk of liability) for Defendants. On this point, Plaintiffs argued that Defendants' data and uniformly applied policies (e.g., on-duty meal periods) presented Plaintiffs with strong arguments for certification. In addition, Plaintiffs argued that even without certifying a class, Plaintiffs were in a strong position to proceed on a PAGA basis, which requires no certification but allowed for the aggregating of violations/penalties.

In response, Defendants argued that the likelihood of certification of Plaintiffs' theories was low. Defendants' arguments against certification were based on Defendants' position that the applicable policies were compliant, and that there was no evidence of any unlawful procedure or practice with respect to wage hour topics.

1           Additionally, Defendants argued that Plaintiffs' reliance on Defendants' data was  
2 misplaced because the differences in the data (even the data purportedly showing facial  
3 violations) demonstrated that individualized inquiry would be required, precluding class  
4 certification. To this point, Defendants argued that the differences of position between Plaintiff  
5 Ralh and Plaintiff Chasco-Ortega were illustrative. Defendants argued that Ralh was a remote  
6 employee working in an off-type position, while Chasco Ortega was a behavioral aide working  
7 directly with patients/Defendants' clients. More broadly than the named Plaintiffs specifically,  
8 Defendants argued that the putative class included employees who worked in dozens of different  
9 roles, nearly all of whom worked in the field (i.e., at a client site, including correctional facilities  
10 and schools) outside of Defendants' direct oversight, and all with the discretion and expectation  
11 of managing their own schedules and compliant with Defendants' policies.

12                               2. Failure to Pay All Wages, including a Failure to Properly Calculate  
13                               and Pay the Correct Regular Rate of Pay

14           Plaintiffs alleged that Defendants failed to pay minimum wages owed to putative class  
15 members due to Defendants' unlawful payroll practices and unpaid/unrecorded hours worked by  
16 Plaintiffs and putative class members.

17           Plaintiffs also alleged that Defendants failed to properly calculate the regular rate of pay  
18 by excluding certain non-discretionary bonuses, commissions, and incentive payments when  
19 calculating overtime and sick pay wages, resulting in alleged underpayment in violation of  
20 California law.

21           Based on a review of payroll and paystub data produced during the investigation,  
22 Plaintiffs estimated that the alleged exclusion of certain incentive payments may have resulted in  
23 underpayment of overtime and sick pay wages for some Class Members.

24           Defendants disputed these allegations and asserted that it properly paid all wages and any  
25 incentive payments at issue were discretionary and therefore properly excluded from regular rate  
26 calculations. Defendants argued that any unrecorded hours or work performed off the clock  
27 would have been in violation of Defendants' policies and represented individualized inquiries  
28 which would not be certified.

1 While Plaintiffs maintain that Defendants’ conduct resulted in underpayment of wages,  
2 Plaintiffs also acknowledge the significant litigation risks associated with this claim. Those risks  
3 include the possibility that the Court could deny class certification due to individualized  
4 variations in compensation structures/incentive programs and the nature of off-the-clock work, as  
5 well as risks on the merits, including summary judgment or an unfavorable trial result. Plaintiffs  
6 further acknowledge that the estimated lost wages attributable to this theory were relatively  
7 modest.

8 In light of these risks and uncertainties, Plaintiffs applied a substantial discount to the  
9 estimated value of this claim in evaluating the Settlement.

10 3. Failure to Provide Meal and Rest Periods or Compensation in Lieu  
11 Thereof at the “Regular Rate of Pay”

12 With respect to Plaintiffs’ meal and rest period claims, Plaintiffs alleged that meal  
13 periods and rest periods were not provided or authorized and permitted due to a requirement that  
14 employees work through meal periods and rest breaks, or supervisors routinely interrupted meal  
15 periods and rest breaks. Plaintiffs additionally argued that Defendants’ use of on-duty meal  
16 periods was unlawful both because such work was not required and because Defendants did not  
17 adequately compensate employees for such periods.

18 Defendants disputed liability for both claims and asserted that meal and rest period  
19 compliance presented highly individualized issues that were inappropriate for class treatment.  
20 Defendants maintained that its written policies were facially compliant with California law, that  
21 employees were afforded flexibility to take breaks, and that compliance varied based on job  
22 duties, location, management practices, and individual employee choice. Defendants also argued  
23 that the nature of class members’ work – providing medical services to children and incarcerated  
24 persons – justified its use of on-duty meal periods. Defendants further argued that these  
25 individualized issues created a substantial risk that the Court would deny class certification.

26 Defendants also contended that, even if certification were granted, they would prevail on  
27 the merits by demonstrating that compliant meal and rest periods were provided and/or that  
28 premium compensation was paid when required. Defendants asserted that Plaintiffs would be

1 unable to present reliable representative evidence sufficient to establish liability or damages on a  
2 class-wide basis.

3 In light of these certification and merits risks, Plaintiffs applied a significant discount to  
4 the maximum theoretical exposure for these claims.

5 **4. Wage Statement, Record Keeping, and Waiting Time Penalties**

6 Plaintiffs also brought derivative claims for wage statement and record keeping violations  
7 and failure to pay all wages at separation. Plaintiffs sought statutory penalties for these claims.

8 Defendants disputed these claims and asserted that any alleged violations (i.e., failure to  
9 provide compliant wage statements, failure to keep required records, and failure to timely pay  
10 wages at separation) were not knowing/intentional or willful and therefore did not give rise to  
11 penalties. Lab. Code §§ 203 (requiring that conduct be “willful[.]”); 226(e)(1) (requiring that  
12 conduct be “knowing and intentional). Defendants argued that due to off the clock the nature of  
13 Plaintiffs’ claims, a court would find that any violation was unknowing/unintentional.  
14 Defendants further contended that they maintained compliant payroll practices and that any wage  
15 statement or waiting time penalties claims were derivative of underlying wage claims Defendants  
16 contended lacked merit or were unsuitable for class treatment.

17 In light of the derivative nature of these claims, they rise and fall with the underlying  
18 claims, and thus Plaintiffs applied the same discount as those underlying claims, plus an  
19 additional discount for the willful/intentional aspect of the claims.

20 **5. PAGA Penalties**

21 Plaintiffs also sought civil penalties under the Private Attorneys General Act of 2004 for  
22 alleged Labor Code violations for which PAGA penalties are available, and asserted that such  
23 penalties could be assessed on a cumulative basis. Plaintiffs’ PAGA theories relied heavily on  
24 and were derivative of Plaintiffs’ underlying Labor Code claims.

25 Plaintiffs argued that the PAGA claims represented significant liability because PAGA  
26 claims need not be certified and applied significant penalties that accrued on a per-pay period  
27 basis, potentially stacking.

Defendants argued that although theoretical maximum PAGA penalties could be significant, PAGA claims suffered from several drawbacks. First, Defendants argued that courts are divided as to whether PAGA penalties may be stacked across multiple violations within a single pay period, particularly where the violations are derivative of one another. Second, Defendants argued that Court had broad discretion under Labor Code section 2699(e)(2) to reduce civil penalties where necessary to avoid awards that are unjust, arbitrary, oppressive, or confiscatory, and that courts routinely exercise this discretion, particularly where an employer did not act willfully or where the legal obligations were unsettled. *See Cotter v. Lyft, Inc.* (2016) 193 F. Supp. 3d 1030, 1037. Third, Defendants argued that so-called “New PAGA” (the amended PAGA statute) provided additional *mandatory* discounts to penalties that ranged from 70-85% discounts if Defendants could establish that they took “all reasonable” to be in compliance.

Given the potential risks to Plaintiffs’ claims and the defenses put forward by Defendants, the \$3,055,000 Settlement Amount is an excellent result for the Class. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class. For these reasons, Plaintiffs submit that the agreed-upon Settlement is fair and reasonable.

**D. The Settlement Is of Significant Value.**

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive informal discovery and exchanged hundreds of pages of documents, more than 1.5 million lines of data, and information prior to mediation.<sup>48</sup> The information that Class Counsel obtained from Plaintiffs, Defendants, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendants’ defenses thereto.<sup>49</sup> As outlined in the Declaration of Maria Halwadjian, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.<sup>50</sup>

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<sup>48</sup> Halwadjian Decl., ¶ 27.

<sup>49</sup> *Id.*, ¶¶ 27 & 35.

<sup>50</sup> *Id.*, ¶ 35.

VI. **CERTIFICATION OF THE CLASS IS APPROPRIATE**

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.<sup>51</sup> California 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.” *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” *Id.*

A. **The Class Is Ascertainable and Sufficiently Numerous.**

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*.” *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. “A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 13,745 individuals, which is sufficiently numerous.<sup>52</sup> Further, all Class Members can and will be identified by Defendants to the Administrator through a review of Defendants’ employment records regarding hourly-paid or non-exempt employees in California during the Settlement Class Period or Class Period. As such, the Class is ascertainable and sufficiently numerous.

B. **The Share a Well-Defined Community of Interest.**

The community of interest requirement “embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the

<sup>51</sup> Settlement Agreement, ¶ 11.1.

<sup>52</sup> Halwadjian Decl., ¶ 16.

1 class; and (3) Class Representative who can adequately represent the class.” *Sav-On, supra*, 34  
2 Cal.4th at 326. “[T]he community of interest requirement for certification *does not mandate that*  
3 *class members have uniform or identical claims.*” *Capitol People First v. Dep’t of*  
4 *Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts  
5 focus on the defendant’s internal policies and “pattern and practice . . . in order to assess whether  
6 that common behavior toward similarly situated Plaintiff renders class certification appropriate.”  
7 *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

8 Here, common issues of law and fact predominate as to each of the claims alleged and  
9 asserted in the Actions. Based on the documents and information obtained through informal  
10 discovery and exchange of information in the matter, Plaintiffs contend that Class Members  
11 performed similar job duties and were subject to uniform operations and employment policies,  
12 practices, and procedures during the Settlement Class Period or Class Period, including payroll  
13 and recordkeeping practices.<sup>53</sup> As a result, Plaintiffs claim that all of the Class Members were  
14 uniformly not paid all compensation due to them from Defendants during the time period at  
15 issue. Plaintiffs maintain that the outcome of this litigation would be determined by Defendants’  
16 alleged uniform operations and employment policies and procedures that applied across its  
17 hourly-paid or non-exempt employees who worked for any of the Defendants within the State of  
18 California during the Settlement Class Period or Class Period.

19 As members of the Class who were subject to these same policies, practices, and  
20 procedures, Plaintiffs’ claims are typical of the Class. Moreover, Plaintiffs have no interests  
21 adverse to the Class. Plaintiffs have taken steps to initiate and maintain these actions and to  
22 ensure that it comes to a fair and reasonable resolution.<sup>54</sup> Importantly, Plaintiffs have retained a  
23 law firm well-versed in wage and hour class actions, which has at all times represented the best  
24 interests of Plaintiffs and the Class.<sup>55</sup>

25  
26 <sup>53</sup> Halwadjian Decl., ¶ 33.

27 <sup>54</sup> Declaration of Vianna Monarque Ralh in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action  
and PAGA Settlement (“Ralh Decl.”), ¶¶ 4-8; Declaration of Plaintiff Leslie Chasco-Ortega in Support of Plaintiffs’  
Motion for Preliminary Approval of Class Action and PAGA Settlement (“Chasco-Ortega Decl.”), ¶¶ 4-8.

28 <sup>55</sup> Halwadjian Decl., ¶¶ 29-24.

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

**VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR CLASS COUNSEL FEES PAYMENT AND CLASS COUNSEL LITIGATION EXPENSES PAYMENT**

Class Counsel has litigated the matter for about one (1) year and was actively preparing the matter for class certification and trial.<sup>56</sup> The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed hundreds of pages of documents and more than 1.5 million lines of data<sup>57</sup> and also interviewed and obtained information from Plaintiffs and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendants' counsel regarding the pleadings and the production of documents and data prior to mediation.<sup>58</sup> Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.<sup>59</sup>

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.<sup>60</sup>

The Settlement establishes a Gross Settlement Amount of \$3,055,000.00, and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$1,069,250.00 if the Gross Settlement Amount remains \$3,055,000.00) and reimbursement of actual costs and expenses in an amount up to \$20,000.00.<sup>61</sup> The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved

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<sup>56</sup> *Id.*, ¶¶ 26.

<sup>57</sup> *Id.*, ¶ 27.

<sup>58</sup> *Ibid.*

<sup>59</sup> *Id.*, ¶ 26.

<sup>60</sup> Halwadjian Decl., ¶¶ 19-24.

<sup>61</sup> Settlement Agreement, ¶ 4.1 & 4.2.2.

1 throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the  
2 Class Members, PAGA Members, and the State of California, and (6) the other cases that Class  
3 Counsel had to turn down in order to devote its time and efforts to this matter. The proposed  
4 Class Notice provides Class Members notice that an award of the Class Counsel Fees Payment  
5 and Class Counsel Litigation Expenses Payment will be sought, and the amount allocated toward  
6 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment by the  
7 Settlement.<sup>62</sup>

8 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their  
9 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*  
10 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the “experienced  
11 trial judge is the best judge of the value of professional services rendered in his court.” *Ketchum*  
12 *v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should  
13 be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk  
14 incurred. *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, 82  
15 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can  
16 be “monetized” with a reasonable degree of certainty, the trial court should “ensure that the fee  
17 awarded is within the range of fees freely negotiated in the legal marketplace in comparable  
18 litigation.” *Id.* at 50.

19 The California Supreme Court has confirmed the propriety of calculating and awarding  
20 attorneys’ fees as a percentage of a settlement that has, by litigation, been preserved or recovered  
21 for the benefit of others. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the  
22 position that while “[t]rial courts have discretion to conduct a lodestar cross-check on a  
23 percentage fee,” “they also retain the discretion to forgo a lodestar cross-check and use other  
24 means to evaluate the reasonableness of a requested percentage fee[,]” and “[t]he percentage of  
25 fund method survives in California.” *Id.* (internal quotation marks omitted).

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27  
28 <sup>62</sup> *Id.*, Exh. 4.

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg*, § 14.03; see also *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the \$7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ fees). California courts routinely approve class action attorneys’ fee awards “averag[ing] around one-third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.<sup>63</sup>

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiffs’ Motion for Final Approval of the Settlement and application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys’ fees provided for by the Settlement are well within the range of reasonableness for preliminary approval.

#### **VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE**

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it “present[s] a fair recital of the subject matter and proposed terms” of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

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<sup>63</sup> Halwadjian Decl., ¶ 11.

“Sufficient information about the case should be provided to enable class members to make an informed decision about their participation.” *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and procedures to submit an objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks and/or Pay Periods, and the date and time set for the Final Approval Hearing.<sup>64</sup> The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.<sup>65</sup> The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.<sup>66</sup> The proposed Class Notice also apprises the Class Members and PAGA Members of, *inter alia*, how their Individual Class Payment and if applicable, their Individual PAGA Payment is calculated and the number of Workweeks and/or Pay Periods credited to them.<sup>67</sup> The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39.

Thus, the proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Class Notice.

#### **IX. APPOINTMENT OF THE ADMINISTRATOR**

The Parties have selected Simpluris Inc. as the Administrator. Within fourteen (14) calendar days of receipt of the Class Data, the Administrator will perform an NCOA check and will mail the Class Notice to each Class Member and PAGA Member.<sup>68</sup> The Administrator will skip-trace returned Class Notice and re-mail the Class Notice to the new addresses within three (3) business days.<sup>69</sup> In the case of a re-mailed Class Notice, the Response Deadline will be the later of sixty (60) calendar days after initial mailing or fifteen (15) calendar days from re-

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<sup>64</sup> Settlement Agreement, Exh. A.

<sup>65</sup> *Ibid*.

<sup>66</sup> *Ibid*.

<sup>67</sup> *Ibid*.

<sup>68</sup> Settlement Agreement, ¶ 7.4.2.

<sup>69</sup> *Id.*, ¶ 7.4.3.

mailing.<sup>70</sup> The Administrator will receive and process Request for Exclusion, objection, and any challenges to Workweeks and/or Pay Periods.<sup>71</sup> In addition, the Administrator will be responsible for printing, distributing, and tracking Class Notice and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.<sup>72</sup> The Administration Expenses Payment is currently estimated to be \$55,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.<sup>73</sup> Accordingly, Plaintiffs respectfully request that the Court appoint Simpluris Inc. as the Administrator and direct the mailing of the Class Notice to the Class Members and PAGA Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

**XI. CLASS REPRESENTATIVES REPRESENTATIVE ENHANCEMENT AWARD**

Plaintiffs respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Representative Enhancement Award in an amount up to \$10,000.00 each (combined total of \$20,000.00).<sup>74</sup> It is within the Court's discretion to award payment to a Class Representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make an Representative Enhancement Award include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id.*

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<sup>70</sup> *Id.*, ¶ 7.4.4.

<sup>71</sup> *Id.*, ¶¶ 7.5.1, 7.6, & 7.7.1

<sup>72</sup> *Id.*, ¶ 7.8.

<sup>73</sup> Settlement Agreement, ¶ 4.2.3.

<sup>74</sup> *Id.*, ¶ 4.2.1.

The Representative Enhancement Award are fair and appropriate. Plaintiffs spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.<sup>75</sup> Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.<sup>76</sup> Accordingly, it is appropriate and just for Plaintiffs each to receive \$10,000.00 for their services on behalf of the Class, PAGA Members, and the State of California, in addition to their Individual Class Payments.

## **XII. CONCLUSION**

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC as Class Counsel; appoint Plaintiffs Vianna Monarque Ralh and Leslie Chasco-Ortega as Class Representatives; appoint Simpluris Inc. as Administrator; preliminarily approve the allocations for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Representative Enhancement Award, PAGA Penalties, and Administration Expenses Payment; approve the proposed Class Notice; direct the Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately 6 months.

Dated: September 16, 2026

**LAWYERS *for* JUSTICE, PC**

By:



Brian J. St. John

Maria Halwadjian

*Attorneys for* Plaintiffs Vianna Monarque Ralh and  
Leslie Chasco-Ortega

<sup>75</sup> Halwadjian Decl., ¶ 12; Ralh Decl., ¶¶ 4-8; & Chasco-Ortega Decl., ¶¶ 4-8.

<sup>76</sup> Halwadjian Decl., ¶ 12; Ralh Decl., ¶¶ 4-8; & Chasco-Ortega Decl., ¶¶ 4-8.