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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

WILLIAM TOWNSEND, individually,
and on behalf of other aggrieved
employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

LINDE INC, a Delaware corporation; LINDE
GAS & EQUIPMENT INC, a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2504690

Honorable Joseph B. Widman
Department S36

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Daniel Bass); Declaration of Proposed
Class Representative (William
Townsend); and [Proposed] Order filed
concurrently herewith]

Hearing Date: September 22, 2026
Hearing Time: 9:00 a.m.
Department: S36

Complaint Filed: February 14, 2025
Trial Date: None Set

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

PLEASE TAKE NOTICE that on September 22, 2026, at 9:00 a.m. or as soon thereafter as the matter may be heard before the Honorable Joseph B. Widman in Department S36 of the Superior Court of California for the County of San Bernardino, located at 247 W. Third Street, San Bernardino, CA 92415, Plaintiff William Townsend (“Plaintiff” or “Class Representative”) will, and hereby does, 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 (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 2**” to the Declaration of Daniel Bass in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiff William Townsend as Class Representative;
- Appointing Joanna Ghosh, Daniel Bass and Brian St. John of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement (“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 Phoenix Class Action Administration Solutions as the Settlement 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 requires 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.

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1 This motion is based upon the following memorandum of points and authorities, the
2 Settlement Agreement, the Declaration of Proposed Class Counsel (Daniel Bass) and Proposed
3 Class Representative (William Townsend) in support thereof, as well as the pleadings and other
4 records on file with the Court in this matter, and such evidence and oral argument as may be
5 presented at the hearing on this motion.

6 Dated: August 28, 2026

LAWYERS for JUSTICE, PC

7
8 By:



Brian J. St. John

Daniel Bass

Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff William Townsend (“Plaintiff” or “Class Representative”) seeks preliminary approval of the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff William Townsend (“Plaintiff”) and Linde Inc. (“Defendant”). Subject to approval by the Court, Plaintiff and Defendant (collectively, the “Parties”) have agreed to settle the lawsuits for a Gross Settlement Amount of \$793,750.00.¹

Plaintiff also seeks to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

All non-exempt employees employed by Defendant in California at any time during the Class Period. (“Class” or “Class Members”).²

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 Settlement Share”). The net payment of each Participating Class Member’s Individual Settlement Share (“Individual Settlement Payment”) will be distributed to Participating Class Members calculated according to the number of Workweeks credited to the Class Member during the Class Period.³

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

¹ Settlement Agreement, attached as “**EXHIBIT 2**” to Declaration of Daniel Bass (“Bass Decl.”), § 3.1. Based on Defendant’s records, Defendant represents that there are approximately 49,222 Workweeks during the period from February 10, 2021 to October 26, 2025 (“Escalator Period”). If the number of Workweeks during the Class Period exceeds 49,222 by more than 10% (i.e., exceeds 54,144 Workweeks (“Workweeks Threshold”)), then, at its sole discretion, Defendant may elect to either: (a) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks above 10% (e.g., if the number of workweeks increases by 11%, then the Gross Settlement Amount will increase by 1%), or (b) end the Class Period and PAGA Period on the last day on which the workweeks do not exceed 54,144 (“Alternate End Date”). *See id.*, § 8.

² *Id.*, § 1.5. “Class Period” means the period from February 10, 2021 through April 5, 2026, or as modified pursuant to Paragraph 8 of the Agreement, the Alternate End Date. *See id.*, § 1.13.

³ Settlement Agreement, §§ 1.24 and 1.26. “Workweek” means any week during the Class Period that a Class Member worked for Defendant for at least one day. *Id.*, § 1.48.

⁴ *Id.*, at §§ 5.2 and 5.3. *See id.* at § 5.2 for the full scope of the “Released Class Claims” *id.* at § 5.3 for the full scope of the “Released PAGA Claims,” and *id.* at § 1.45 for the definition of the “Released Parties.”

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

2 Defendant is an industrial gas company that supplies gases and engineering solutions to
3 numerous industries, such as the healthcare industry, the food and beverages industry, and the
4 chemicals and energy industry. Plaintiff is a former employee of Defendant.

5 On December 11, 2024, Plaintiff provided written notice by certified mail to the LWDA
6 and Defendant of the specific provisions of the California Labor Code that were alleged to be
7 violated (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA
8 did not respond to the PAGA Notice.⁵

9 On February 10, 2025, Plaintiff commenced *William Townsend v. Linde Inc., et al.*, by
10 filing a Class Action Complaint for Damages in the San Bernardino County Superior Court, Case
11 No. CIVSB2504057, which was thereafter removed to the United States District Court for the
12 Central District of California, Case No. 5:25-cv-01143-DSF-AJR (the “Class Action”).⁶

13 On February 14, 2025, Plaintiff filed the Complaint for Enforcement Under the Private
14 Attorneys General Act in the Superior Court for the County of San Bernardino, thereby
15 commencing the above-captioned lawsuit.⁷

16 On or about May 9, 2025 Defendants Linde Inc. (“Defendant”) and Linde Gas &
17 Equipment Inc. (“LG&E”) (collectively “Defendants”) filed their Answer to Plaintiff’s Complaint
18 for Enforcement Under the Private Attorneys General Act.⁸

19 On August 28, 2026, Plaintiff sought leave to file a First Amended Class Action
20 Complaint for Damages & Enforcement Under the Private Attorneys General Act, California
21 Labor Code § 2698, *Et Seq.* in the PAGA Action to add all causes of action and theories of
22 recovery asserted in the Class Action (the “Operative Complaint”), and to seek approval of the
23 Settlement in the San Bernardino County Superior Court.⁹

24 ///

25
26 ⁵ Bass Decl. ¶ 2, Exh. 1.

27 ⁶ *Id.*, ¶ 3.

28 ⁷ *Id.*, ¶ 4.

⁸ *Id.*, ¶ 5.

⁹ *Id.*, ¶ 6.

Plaintiff's core allegations are that Defendant has violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and Aggrieved Employees of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, making unlawful deductions from pay, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff contends that he, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.¹⁰

The Parties have actively litigated the Actions since the Class Action commenced on February 10, 2025. On October 22, 2025, the Parties participated in arm's-length and informed negotiations with Mediator Eve Wagner, Esq. ("Mediator"), a respected mediator of complex wage and hour actions.¹¹ With the aid of the mediator, the Parties reached the Settlement described herein to resolve the Actions in their entirety.¹²

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Gross Settlement Amount of \$793,750.00 to resolve the Actions.¹³ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$277,812.50 if the Gross Settlement Amount remains \$793,750.00) and litigation costs and expenses in an amount not to exceed \$25,000.00 ("Litigation Expense Payment") to Class

¹⁰ Bass Decl., ¶¶ 23-27.

¹¹ Settlement Agreement, § 2.6.

¹² *Ibid.*

¹³ *Id.*, §§ 1.23 & 3.1.

Counsel; (2) Administration Expenses Payment, which are currently estimated not to exceed \$10,000.00 to the Settlement Administrator (“Administration Expenses Payment”); (3) PAGA Penalties of \$103,740.00 (“PAGA Penalties”); and (4) payment in the amount of up to \$7,500.00 to Plaintiff (“Class Representative Service Payment”).¹⁴ The Parties have agreed to retain Phoenix Class Action Administration Solutions (“Phoenix” or “Settlement Administrator”) to handle the notice and settlement administration process.¹⁵

The Parties have agreed that the Settlement Administrator will determine each Participating Class Member’s share of the available Net Settlement Amount (“Individual Settlement Share”), in accordance with the Settlement Agreement on a *pro rata* per Workweeks basis, which will be adjusted after Final Approval to reflect the total Workweeks worked by Participating Class Member.¹⁶ The Parties have agreed that the Settlement Administrator will determine each Aggrieved Employee’s pro rata share of the 35% share of the PAGA Penalties, in accordance with the Settlement Agreement on a *pro rata* per PAGA Pay Periods basis.¹⁷

The Parties agree, for purposes of this Settlement, that Individual Settlement Shares will be allocated 20% to wages claims subject to withholdings and 80% to interest, penalties, and non-wage damages.¹⁸ The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, and issue checks to Participating Class Members for their Individual Settlement Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will not be subjected to withholdings.¹⁹ Defendant will provide the funds for any employer-side taxes related to the Individual Settlement Shares.²⁰

Individual Settlement Payment and Individual PAGA Payment checks will be negotiable for 180 calendar days from the date of their issuance, and thereafter, shall be canceled.²¹

¹⁴ Settlement Agreement, §§ 3.2 through 3.2.5.2.

¹⁵ *Id.*, § 1.2.

¹⁶ *Id.*, § 3.2.4

¹⁷ *Id.*, § 3.2.5.1.

¹⁸ *Id.*, § 3.2.4.1.

¹⁹ *Id.*, § 3.2.5.1.

²⁰ *Id.*, § 3.2.4.1.

²¹ *Id.*, § 4.4.1.

1 Thereafter, funds from uncashed Individual Settlement Payment and/or Individual PAGA
2 Payment checks shall be transmitted to the California Controller's Unclaimed Property Division
3 in the name of each Class Member and/or Aggrieved Employee to whom the checks were
4 issued.²²

5 Any Class Member may request to be excluded from the Class Settlement by mailing a
6 Request for Exclusion postmarked on or before the date that is 45 calendar days from the date of
7 the initial mailing of the Class Notice by the Settlement Administrator ("Response Deadline").²³
8 Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they
9 exercise their option to opt out of the Class Settlement.²⁴

10 Only Class Members who have not submitted a Request for Exclusion (i.e., Participating
11 Class Members) may object to the Class Settlement by submitting written Objections, to the
12 Settlement Administrator prior to the Response Deadline or by presenting their objection
13 verbally at the Final Approval hearing, regardless of whether they submitted a written
14 objection.²⁵

15 In order to challenge the number of Workweeks and/or PAGA Pay Periods attributable to
16 an individual Class Member and/or Aggrieved Employee, that Class Member and/or Aggrieved
17 Employee must submit a written letter to the Settlement Administrator, and include any
18 information and/or copies of any supporting evidence they may have.²⁶

19 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION**
20 **SETTLEMENTS**

21 The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.*
22 (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action
23 settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later
24 detailed review after the period during which notice is distributed to class members for their
25

26 ²² Settlement Agreement, § 4.4.3.

27 ²³ *Id.*, §§ 1.47 and 7.4.1.

28 ²⁴ *Id.*, § 7.4.1

²⁵ *Id.*, § 7.6.1.

²⁶ *Id.*, § 7.5.

1 comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002).
2 Preliminary approval of a settlement does not require a court to make a final determination that
3 the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final
4 approval stage. Cal. R. Ct. 3.769(g).

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

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

14 The trial court has broad discretion to determine whether a proposed settlement is fair
15 under the circumstances of the case. *Dunk*, 48 Cal.App.4th at 1800. To make this fairness
16 determination, courts must consider several relevant factors, including “the strength of the
17 Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of
18 maintaining class action status through trial, the amount offered in settlement, the extent of
19 discovery completed and the stage of the proceedings, the experience and view of counsel, the
20 presence of a governmental participant, and the reaction of the class members to the proposed
21 settlement.” *Dunk*, 48 Cal.App.4th at 1801. “The list of factors is not exclusive and the court is
22 free to engage in a balancing and weighing of the factors depending on the circumstances of each
23 case.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts
24 give “proper deference to the private consensual decision of the parties.” *Hanlon*, 150 F.3d at
25 1027 (citation omitted).

26 The proponent of the settlement has the burden to show that it is fair and reasonable.
27 *Wershba*, 91 Cal.App.4th at 245. “A presumption of fairness exists where: (1) the settlement is
28 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 the Class Action was commenced on February 10, 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.²⁷

Class Counsel conducted significant investigation and informal discovery regarding the facts of the cases including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data from Plaintiff, Defendant, and other sources.²⁸ The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff’s and other Class Members’ employment records, a detailed sampling of Class Members’ time and pay data, company policy documents, employment practices, and procedures, among other information and documents.²⁹ Class Counsel had the opportunity to interview Plaintiff and others to gather facts and to identify potential witnesses.³⁰ In addition, Class Counsel has extensive experience in California wage-and-hour class actions.³¹

The Parties engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Eve Wagner, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.³² Prior to and during the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, including the risks of proceeding with class certification

²⁷ Bass Decl., ¶¶ 23-26.

²⁸ *Id.*, ¶ 25.

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Id.*, ¶¶ 17-21.

³² *Id.*, ¶ 24.

1 and/or representative adjudication, the law relating to off-the-clock theory, regular rate, waivers,
2 meal and rest periods, providing sick leave, unlawful deductions from pay, PAGA representative
3 claims, and state wage-and-hour law and enforcement, as well as the evidence produced and
4 analyzed, and the possibility of appeals, among other things.³³ During all settlement discussions,
5 the Parties conducted their negotiations at arm's length in an adversarial position.³⁴ Arriving at a
6 settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their
7 ability to prevail at certification and at trial.³⁵ After conducting investigations, formal and
8 informal discovery, extensive settlement negotiations, and with the aid of the mediator's
9 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
10 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that
11 would attend further litigation.³⁶

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

13 The Settlement represents a fair, adequate, and reasonable resolution of the matter.³⁷ The
14 Settlement was calculated using the information and data uncovered during litigation, case
15 investigation, and the informal exchange of information.³⁸ The Settlement takes into account the
16 potential risks and rewards inherent in any case and, in particular, in the matter at issue.³⁹
17 Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents
18 a fair, reasonable, and adequate recovery for the Class.⁴⁰

19 Assuming that the Class Representative Service Payment, Class Counsel Fees Payment,
20 Class Counsel Litigation Expenses Payment, PAGA Penalties, and Administration Expense
21 Payment are approved by the Court and paid in the full amounts provided for by the Settlement,
22 the Settlement provides for a Net Settlement Amount that is currently estimated to be
23

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³³ Bass Decl., ¶ 24.

25 ³⁴ Ibid.

26 ³⁵ Ibid.

27 ³⁶ *Id.*, ¶¶ 24-28

28 ³⁷ *Id.*, ¶ 34.

³⁸ *Id.*, ¶¶ 24-28.

³⁹ Ibid.

⁴⁰ *Id.*, ¶ 34.

1 \$369,697.50.⁴¹ Additionally, 35% of the PAGA Penalties (i.e., Individual PAGA Payments),
2 which is \$36,309.00 out of \$103,740.00, will be distributed to the Aggrieved Employees, for
3 their respective portion of the PAGA Penalties. The entire Net Settlement Amount will be fully
4 paid out to the Participating Class Members, in accordance with the Settlement Agreement.

5 The amount of each Participating Class Member's Individual Settlement Share and each
6 Aggrieved Employee's Individual PAGA Payment will be calculated based on their Workweeks
7 and/or PAGA Pay Periods during the Class Period and PAGA Period, respectively.⁴² "An
8 allocation formula need only have a reasonable, rational basis [to warrant approval], particularly
9 if recommended by experienced and competent class counsel." *In re American Bank Note*
10 *Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the
11 allocation is reasonably related to the number of Workweeks and/or PAGA Pay Periods actually
12 worked for Defendant during the relevant period for at least one day and should be approved.

13 In light of the foregoing considerations, Class Counsel believes that the Settlement as a
14 whole is fair, reasonable, and adequate, and is in the best interest of the Class Members,
15 Aggrieved Employees, and the State of California.⁴³ Although the recommendations of Class
16 Counsel are not conclusive, the Court can properly take the recommendations into account,
17 particularly if Class Counsel appear to be competent, and have experience with this type of
18 litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47.
19 Accordingly, the Court should grant preliminary approval of the Settlement.

20 **C. The Settlement Is of Significant Value.**

21 Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties
22 conducted extensive informal discovery and exchanged documents, data, and information prior
23 to mediation.⁴⁴ The information that Class Counsel obtained from Plaintiff, Defendant, and other
24 sources allowed Class Counsel to develop valuation models in order to evaluate the potential
25

26 ⁴¹ *Id.*, ¶ 8.

27 ⁴² Settlement Agreement, §§ 3.2.4 & 3.2.5.1.

28 ⁴³ Bass Decl., ¶¶ 33-34.

⁴⁴ *Id.*, ¶¶ 23-28.

value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.⁴⁵

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.⁴⁶ 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 374 individuals, which is sufficiently numerous.⁴⁷ Further, all Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant's employment records for non-exempt employees in California during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

⁴⁵ *Id.*, ¶¶ 29-33.

⁴⁶ Settlement Agreement, § 11.1.

⁴⁷ Bass Decl., ¶ 14.

1 **B. The Class Shares a Well-Defined Community of Interest.**

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

11 Here, common issues of law and fact predominate as to each of the claims alleged and
12 asserted in the Actions. Based on the documents and information obtained through informal
13 discovery and exchange of information in the cases, Plaintiff contends that Class Members
14 performed similar job duties and were subject to uniform operations and employment policies,
15 practices, and procedures during the Class Period, including payroll and recordkeeping
16 practices.⁴⁸ As a result, Plaintiff claims that all of the Class Members were uniformly not paid
17 all compensation due to them from Defendant during the time period at issue. Plaintiff maintains
18 that the outcome of this litigation would be determined by Defendant’s alleged uniform
19 operations and employment policies and procedures that applied across its non-exempt
20 employees who worked in California during the Class Period.

21 As a member of the Class who was subject to these same policies, practices, and
22 procedures, Plaintiff’s claims are typical of the Class. Moreover, Plaintiff has no interests
23 adverse to the Class. Plaintiff has taken steps to initiate and maintain the actions and to ensure
24 that it comes to a fair and reasonable resolution.⁴⁹ Importantly, Plaintiff has retained a law firm
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27 ⁴⁸ Bass Decl., ¶ 15.

28 ⁴⁹ Declaration of William Townsend in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and
PAGA Settlement (“Townsend Decl.”), ¶¶ 3-8.

well-versed in wage and hour class actions, which has at all times represented the best interests of Plaintiff and the Class.⁵⁰

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 ATTORNEYS' FEES AND COSTS

Class Counsel has litigated the matter for over a year and a half and was actively preparing the matter for class certification and trial.⁵¹ The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed voluminous pages of documents and data⁵² and also interviewed and obtained information from Plaintiff and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings and the production of documents and data prior to mediation.⁵³ Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.⁵⁴

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.⁵⁵

The Settlement establishes a Gross Settlement Amount of \$793,750.00 , and provides for Class Counsel to apply to the Court for an award consisting of attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$277,812.50 if the Gross Settlement Amount remains \$793,750.00) and reimbursement of actual costs and expenses in an amount up to \$25,000.00.⁵⁶ 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

⁵⁰ Bass Decl., ¶¶ 17-21.

⁵¹ *Id.*, ¶¶ 23-27.

⁵² *Id.*, ¶ 25.

⁵³ *Ibid.*

⁵⁴ *Id.*, ¶ 24.

⁵⁵ *Id.*, ¶¶ 17-21.

⁵⁶ Settlement Agreement, §§ 3.2.2 & 8.

Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, Aggrieved Employees, and the State of California, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Class Notice provides Class Members that an award of the Attorneys' Fees and Costs will be sought, and the amount allocated toward the Attorneys' Fees and Costs by the Settlement.⁵⁷

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

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

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*

⁵⁷ Settlement Agreement, Exh. A.

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

10 Class Counsel has borne all of the risks and costs of litigation and will not receive any
11 compensation until recovery is obtained.⁵⁸

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

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

19 California statutory authority and case law vests the Court with broad discretion in
20 fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court*
21 (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it “present[s] a fair recital of the
22 subject matter and proposed terms” of the Settlement. *Mendoza v. United States* (9th Cir. 1980)
23 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

24 “Sufficient information about the case should be provided to enable class members to
25 make an informed decision about their participation.” *Manual for Complex Litigation* § 21.311
26 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and
27

28 ⁵⁸ Bass Decl., ¶ 9.

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 PAGA Pay Periods, and the date and time set for the Final Approval Hearing.⁵⁹ The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.⁶⁰ The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.⁶¹ The proposed Class Notice also apprises the Class Members and Aggrieved Employees of, *inter alia*, how their Individual Settlement Share and if applicable, their Individual PAGA Payment is calculated and the number of Workweeks and/or PAGA Pay Periods credited to them.⁶² 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 SETTLEMENT ADMINISTRATOR

The Parties have selected Phoenix Class Action Administration Solutions as the proposed Settlement Administrator. Within 14 calendar days of receipt of the Class Data, the Settlement Administrator will perform an NCOA check and will mail the Class Notice to each Class Member and Aggrieved Employee.⁶³ The Settlement Administrator will perform an address search on returned Class Notice and re-mail the Class Notice to the new addresses within three (3) business days.⁶⁴ The Response Deadline will be fourteen (14) days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed.⁶⁵ The Administrator will receive and process Requests for Exclusion, Objections, and

⁵⁹ Settlement Agreement, Exh. A.

⁶⁰ Settlement Agreement, Exh. A.

⁶¹ *Ibid.*

⁶² *Ibid.*

⁶³ *Id.*, § 7.3.2.

⁶⁴ *Id.*, § 7.3.3.

⁶⁵ *Id.*, § 7.3.4.

any challenges to Workweeks and/or PAGA Pay Periods.⁶⁶ In addition, the Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices 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.⁶⁷ The Settlement Administration Costs are currently estimated to not exceed \$10,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.⁶⁸ Accordingly, Plaintiff respectfully requests that the Court appoint Phoenix Class Action Administration Solutions as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members and Aggrieved Employees in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. CLASS REPRESENTATIVE SERVICE PAYMENT

Plaintiff respectfully requests that the Court appoint him as the Class Representative and preliminarily approve the Class Representative Service Payment in an amount up to \$7,500.00.⁶⁹ It is within the Court's discretion to award payment to a Class Representative for his 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 a Class Representative Service Payment 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.*

The Class Representative Service Payment is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment

⁶⁶ *Id.*, §§ 7.4-7.6.

⁶⁷ Settlement Agreement, §§ 3.2.3 & 7.4-7.8.

⁶⁸ *Id.*, § 3.2.3.

⁶⁹ *Id.*, § 3.2.1.

records and providing the facts and evidence necessary to attempt to prove the allegations.⁷⁰ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.⁷¹ Accordingly, it is appropriate and just for Plaintiff to receive \$7,500.00 for his services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to his Individual Settlement Payment.

XI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests 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 Plaintiff William Townsend as Class Representative; appoint Phoenix Class Action Administration Solutions as Settlement Administrator; preliminarily approve the allocations for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses Payment; approve the proposed Class Notice; direct the Settlement 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: August 28, 2026

LAWYERS for JUSTICE, PC

By: 

Brian J. St. John
Daniel Bass
Attorneys for Plaintiff

⁷⁰ Bass Decl., ¶¶ 10 & 16; Townsend Decl., ¶¶ 3-4.

⁷¹ Bass Decl., ¶¶ 10 & 16; Townsend Decl., ¶¶ 3-6.