

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

Perssia P. Razma (State Bar #351398)

prazma@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Jackland K Hom (State Bar #327243)

jackland@zakaylaw.com

Jaclyn M. Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EDRALIN LEGASPI, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

AAA T.L.C. HEALTH CARE, INC., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 23STCV03126

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 3, 2026

Time: 2:00 p.m.

Judge: Hon. William F. Highberger
Dept. 10

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I. INTRODUCTION

Plaintiff EDRALIN LEGASPI (“Plaintiff”) seeks preliminary approval of the Class Action and PAGA Settlement Agreement (“Agreement”)¹, which if approved, would provide valuable monetary relief for approximately 1,204 Class Members and 716 Aggrieved Employees. The basic terms of the Agreement provide for the following:

1. The “**Class**” shall mean all non-exempt employees who are or previously were employed by Defendant AAA T.L.C. Health Care, Inc. (“Defendant”) as caregivers and performed work in California during the period beginning on February 14, 2019, through May 31, 2024 (“**Class Period**”). Agreement at §§ 1.5, 1.12. As of the date of the Agreement, Defendant estimated that there were approximately 1,204 Class Members who worked approximately 30,975 Workweeks² during the Class Period. Agreement at § 4.1, 8.

2. “**Participating Class Member**” refers to all Class Members who do not submit a valid and timely Request for Exclusion from the Settlement. Agreement at § 1.36.

3. “**Aggrieved Employee**” means all non-exempt employees who are or previously were employed by Defendant as caregivers and performed work in California during the period from December 9, 2021, to May 31, 2024 (“**PAGA Period**”). Agreement at §§ 1.4, 1.32. Aggrieved employees do not have the ability to opt-out of the PAGA portion of the settlement. Agreement at §§ 7.5.4. As of the date of the mediation, Defendant estimated that there were approximately 716 Aggrieved Employees who worked approximately 7,726 pay periods during the PAGA Period. Agreement at § 4.1, 8.

4. The “**Gross Settlement Amount**” means \$350,000.00 which Defendant agrees to pay under the Settlement. Agreement at §§ 1.23, 3.1. The Gross Settlement Amount is non-reversionary

¹ All references to the Agreement refer to the Original Agreement and Amendment No. 1 to Class Action and PAGA Settlement Agreement (hereinafter “Agreement”). The Agreement is attached as Ex “1” to the Declaration of Jean-Claude Lapuyade, Esq. (“JCL Dec.”) at ¶ 3. All citations to the Agreement incorporate by this reference a citation to the JCL Dec., ¶ 3. Further, unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Agreement.

² Workweeks are defined in the Agreement as any 7 consecutive days beginning on Sunday and ending on Saturday in which a Class Member performed work as a caregiver for Defendant. Agreement at § 1.46. No full-time equivalency calculation was included here, meaning that a Workweek is a week in which a Class Member performed *any* work for Defendant as a caregiver.

and includes the following:

a. A **“Class Representative Service Payment”** in the amount of \$10,000.00 to Plaintiff for initiating the Action and providing services in support of the Action. Agreement at §§ 1.14, 3.2.1;

b. A payment of **“Class Counsel Award”** in the amount not to exceed one-third of the Gross Settlement Amount for attorneys’ fees, currently estimated to be \$116,666.67 *and* litigation costs and expenses not to exceed \$25,000.00, to be paid to Class Counsel. Agreement at §§ 1.7, 3.2.2. The attorneys’ fees shall be divided between Class Counsel in the following percentages: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC. Agreement at § 1.7. Plaintiff has reviewed the terms of the Agreement, including the monetary terms and releases, and executed the Agreement. Declaration of Edralin Legaspi (“Legaspi Dec.”) at ¶ 10.

c. **“PAGA Penalties”** in the amount of \$16,000.00 shall be set aside from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (Lab. Code, §§ 2698 *et seq.*) (“PAGA”). Agreement at §§ 1.33, 1.35. Seventy-five percent (75%) of the PAGA Penalties shall be allocated to the Labor and Workforce Development Agency (“LWDA Payment”). Agreement at §§ 1.28, 1.35. Twenty-five percent (25%) of the PAGA Penalties shall be allocated to the Aggrieved Employees (“Individual PAGA Payment”). Agreement at §§ 1.25, 1.35; and

d. **“Administration Expenses Payment”** not to exceed \$11,625 payable to the Administrator for, *inter alia*, the administration of the Class Notice and Individual Class Payments and Individual PAGA Payments. Agreement at § 1.3, 3.2.3.

5. The **“Net Settlement Amount”** means the Gross Settlement Amount less the PAGA Penalties, Class Representative Service Payment, Class Counsel Award, and the Administration Expenses Payment. Agreement at § 1.29. The Net Settlement Amount is approximately \$170,708.33 which will be allocated to all Participating Class Members on a pro-rata basis according to the number of Workweeks each Participating Class Member worked during the Class Period. Agreement at § 1.24, 3.2.4. The entire Net Settlement Amount will be paid to all Participating Class Members who do not opt

1 out of the Settlement resulting in an average Individual Class Payment of approximately **\$141.78**.
2 Declaration of Jean-Claude Lapuyade (“JCL Dec.”), ¶ 6.

3 6. **“Plaintiff”** means Edralin Legaspi, the named plaintiff in this Action. Agreement at §
4 1.37.

5 7. **“Released Class Claims”** means all class claims alleged, or which reasonably could have
6 been alleged based on the facts alleged in the operative complaint in the Action which occurred during
7 the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
8 termination, unemployment insurance, disability, social security, workers’ compensation, and class
9 claims outside of the Class Period. Agreement at § 1.40.

10 8. **“Released PAGA Claims”** means all PAGA claims alleged in the operative complaint in
11 the Action and the PAGA Notice which occurred during the PAGA Period, and expressly excluding all
12 other claims, including claims for vested benefits, wrongful termination, unemployment insurance,
13 disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
14 Agreement at § 1.41.

15 An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the
16 Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm’s length.
17 The Settlement confers substantial benefits to the Class Members. The relief offered by the Settlement
18 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
19 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Participating Class
20 Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class
21 certification being denied or Defendant prevailing at trial. JCL Dec., ¶ 6.

22 As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement
23 approval and falls within the range of reasonableness. The average Individual Class Payment to the
24 Class Members meets or exceeds awards in similar wage and hour class actions. Moreover, the
25 proposed Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests
26 the Court grant preliminary approval of the Settlement. JCL Dec., ¶ 7.

II. FACTS AND PROCEDURE

A. Overview of the Litigation

Defendant provides home health care services, including but not limited to, long term, transitional, memory and specialty care to patients throughout California, including in Los Angeles County, where Plaintiff worked. Plaintiff was employed by Defendant as an hourly, non-exempt caregiver in California from November 2021 through July 2022. At all times during his employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout his employment, Plaintiff was subject to Defendant's policies and procedures. JCL Dec., ¶ 8; Legaspi Dec., ¶¶ 3-6.

Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to furnish accurate itemized wage statements, failed to reimburse them for business expenses, and failed to pay all wages upon separation. Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant asserts that Plaintiff, the Class Members, and the Aggrieved Employees are personal attendants and accordingly, are exempt from meal and rest break requirements, that Plaintiff, the Class Members, and the Aggrieved Employees signed arbitration agreements Defendant contends are enforceable that include a class action waiver that prohibit the class claims at issue and require the arbitration of all individual claims. JCL Dec., ¶ 9.

On December 9, 2022, Plaintiff submitted a Notice of Violations ("PAGA Notice") to the Labor and Workforce Development Agency ("LWDA") and served the same on Defendant. Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA"). JCL Dec., ¶ 10.

On February 14, 2023, Plaintiff filed a class action complaint in the Los Angeles Superior Court, Case Number 23STCV03126 ("Action"). The Action alleged ten causes of action against Defendant for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages in Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime

1 Wages in Violation Of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required Meal Periods in
2 Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to
3 Provide Required Rest Periods in Violation Of Cal. Lab Code §§ 226.7 & 512 and the Applicable IWC
4 Wage Order; (6) Failure to Reimburse Required Business Expenses in violation of Cal. Lab. Code §§
5 2800 and 2802; (7) Failure to Provide Wages When Due in Violation Of Cal. Labor Code §§ 201, 202
6 and 203; (8) Failure to Provide Accurate Itemized Statements in Violation Of Cal. Lab. Code § 226;
7 (9) Unlawful Deductions in Violation of Cal. Lab. Code § 221; and (10) Violation of the Private
8 Attorneys General Act [Labor Code §§ 2698 *et seq.*]. JCL Dec., ¶ 11.

9 Plaintiff's counsel served written discovery in August 2023, and investigated the facts relevant
10 to the Action. Plaintiff's counsel reviewed documents and information produced by Defendant through
11 formal discovery, including relevant policies, and a sample of payroll and time records for the Class
12 Members. After meeting and conferring, the Parties agreed to attend private mediation. On May 31,
13 2024, the Parties participated in mediation presided by the Honorable Steven R. Denton (Ret.) a
14 respected jurist and mediator of wage and hour class actions. After arm's-length negotiations and
15 bargaining, the Parties reached an agreement to settle and signed a Memorandum of Understanding.
16 Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject
17 of the instant motion. JCL Dec., ¶ 12.

18 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

19 Months before filing the Action, Class Counsel began their pre-filing investigation into
20 Plaintiff's complaint. Class Counsels' investigation started with several lengthy interviews with
21 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
22 including wage statements, time cards, and paystubs. At the conclusion of the interviews and review
23 of documents, Class Counsel determined that Plaintiff's complaints justified further inquiry. JCL Dec.,
24 ¶ 13.

25 Class Counsel subsequently served written discovery on Defendant. In response, Defendant
26 produced nearly ten thousand pages of documents including but not limited to policies and time and
27 payroll records. Class Counsel reviewed and analyzed the documents and formed the opinion that the
28

documents appeared to substantiate Plaintiff's claims that Defendant failed to, among other things, pay for all time worked, issue accurate itemized wage statements, and provide compliant meal and rest periods. JCL Dec., ¶ 14.

Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for mediation, Defendant agreed to produce a sample of time and payroll records. Class Counsel then retained the statisticians and economists at Berger Consulting Group ("BCG") to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services, specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases. Stated differently, BCG is well-qualified to analyze Defendant's time and payroll data. JCL Dec., ¶ 15.

BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG formed an opinion regarding the approximate number of work shifts, workweeks, pay periods, average length of shift, and average number of hours worked per workweek and pay periods during the Class Period. BCG also estimated the number of meal and rest period violations, the amount of unpaid wages, and the amount of off-the-clock work performed by the Class Members during the Class Period. JCL Dec., ¶ 16.

In advance of mediation, Class Counsel created several damage models predicated on BCG's analysis. Class Counsel's models calculated Defendant's potential liability exposure while accounting for the uncertainties of continued litigation. These damage models informed and guided Class Counsel during the mediated settlement discussions. JCL Dec., ¶ 17.

Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of his employment file; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Class Members' time and payroll records; (5) analyzing Defendant's employment policies and practices; (6) conducted interviews with numerous class members, (7)

researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (8) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (9) drafting the mediation brief; and (10) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed. JCL Dec., ¶ 18.

Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this Agreement to be in the best interests of the Class Members. Because the terms of the Settlement are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement. JCL Dec., ¶ 19.

C. The Parties Settled at Mediation

On May 31, 2024, the Parties participated in a full day of mediation with Hon. Steen R. Denton (Ret.), a respected jurist and mediator of wage and hour class and representative actions. Judge Denton helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Judge Denton's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluation of the damages. The mediation concluded with a settlement, the complete and final terms of which are now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue. JCL Dec., ¶ 20.

D. The Proposed Settlement Fully Resolves Plaintiff's Claims

1. The Composition of the Participating Class Members

The Participating Class Members consist of all non-exempt employees who are or previously were employed by Defendant as caregivers and performed work in California during the Class Period, defined as February 14, 2019 through May 31, 2024, and who do not file a timely and valid Request for Exclusion. Agreement at §§ 1.5, 1.12, 1.36.

1 2. The Settlement Consideration

2 The Parties agreed to settle the underlying class and PAGA claims in exchange for the Gross
3 Settlement Amount of \$350,000.00. The Gross Settlement Amount includes: (1) Individual Class
4 Payments to the Participating Class Members; (2) a Class Representative Service Payment of
5 \$10,000.00 to Plaintiff for his services on behalf of the Participating Class Members; (3) PAGA
6 Penalties in the amount of \$16,000.00; (4) Administration Expenses Payment estimated at \$11,625.00;
7 (5) Class Counsel Award in the amount of \$141,666.67, comprised of attorneys' fees equal to one-third
8 of the Gross Settlement Amount estimated to be \$116,666.67 and an estimated \$25,000.00 for actually
9 incurred litigation expenses. *See generally* Agreement at § 3.2.

10 Subject to the Court approving the Class Representative Service Payment, Class Counsel Award,
11 PAGA Penalties, and the Administration Expenses Payment, the Net Settlement Amount will be
12 distributed to each participating member of the Participating Class Member. Agreement at § 1.29.
13 There is no reversion to Defendant and Defendant must separately pay for its share of the employer
14 payroll taxes. Agreement at § 3.1.

15 3. The Funding Date

16 Assuming there are no objectors, Defendant will fund the \$350,000.00 Gross Settlement Amount
17 within 60 calendar days of the Court's entry of the order granting final approval of this Settlement
18 provided no notice of appeal or petition for review is filed by any Class Member or intervenor.
19 Agreement at § 4.2.

20 4. Formula for Calculating Individual Class Payments

21 Each Participating Class Member will receive an Individual Class Payment. The Class Data
22 provided by Defendant to the Administrator included the data from Defendant's three different payroll
23 companies during the Class Period, which the Administrator used to calculate the number of eligible
24 Workweeks for each Participating Class Member. The Individual Class Payments will be calculated
25 by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
26 Class Members during the Class Period and multiplying the result by each Participating Class
27 Member's Workweeks. Agreement at § 3.2.4. Each Individual Class Payment will be reduced by any
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legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.).

Given that there are approximately 1,204 Class Members, the average gross recovery is approximately \$141.78 (Net Settlement Amount divided by Participating Class Members). JCL Dec., ¶ 6.

5. Release by Participating Class Members

Generally, upon entry of final judgment and funding of the Gross Settlement Amount, all Participating Class Members will release the Released Parties from the Released Class Claims that accrued during the Class Period. Agreement at §§ 1.40; 5.2.

6. PAGA Release by the Aggrieved Employees

Generally, upon entry of final judgment and funding of the Gross Settlement Amount, all Aggrieved Employees will release the Released Parties from the Released PAGA Claims that accrued during the PAGA Period. Agreement at §§ 1.41; 5.3.

III. ARGUMENT

A. The Court Should Preliminarily Approve the Proposed Class Action Settlement

The proposed Settlement, including a Gross Settlement Amount of \$350,000.00, meets the standards for preliminary approval. Pre-trial settlement of complex class actions is a judicially favored remedy. (*Officers for Justice v. Civil Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625 (“Voluntary conciliation and settlement are the preferred means of dispute resolution.”).) Class action settlement approval requires an early “preliminary” review by the trial court and a subsequent “final” review after notice of the settlement has been distributed to class members for their comments and objections. (C.R.C. 3.769(c)-(g); *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2010) (the court first “preliminarily approves the settlement” and later “conducts a final approval hearing to inquire into the fairness of the proposed settlement”).)

Although Rule of Court Rule 3.769 does not provide detail as to the scope of review of the proposed settlement, preliminary approval is warranted if the settlement falls within a “reasonable range.” (See *North County Contractor’s Assn., Inc. v. Touchstone Ins. Services* (1994) 27 Cal.App.4th 1085, 1089-90; Conte & Newberg, *Newberg on Class Actions*, §§ 11.26 (4th ed. 2002).)

Reasonableness and fairness are presumed where: (1) the settlement is reached through “arms-length bargaining;” (2) investigation and discovery are “sufficient to allow counsel and the court to act intelligently;” (3) counsel is “experienced in similar litigation. . . .” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The presumption of fairness is consistent with California’s public policy goal of favoring settlements. (*Stambaugh v. Super. Ct* (1976) 62 Cal.App.3d 231, 236 (“the law wisely favors settlements”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 (“public policy generally favors the compromise of complex class action litigation”); *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151 (“voluntary conciliation and settlement are the preferred means of dispute resolution ... [t]his is especially true in complex class action litigation”).

Additionally, in reviewing the fairness of a class action settlement, due regard should be given to what is “otherwise a private consensual agreement between the parties.” (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1389.) The inquiry “must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Id.*)

1. The Parties Reached the Settlement Through Arm’s-Length Bargaining Led by Experienced Counsel.

“[W]hat transpires in settlement negotiations is highly relevant to the assessment of a proposed settlement’s fairness.” (*State v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 482.) Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered; thus, there is a presumption that settlement negotiations are conducted in good faith. (Newberg, § 11.51.)

The Parties participated in mediation with the highly respected mediator and retired judge, the Honorable Steven R. Denton (Ret.). Judge Denton managed the Parties’ expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig.*, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator’s

1 participation weighs considerably against any inference of a collusive settlement); *D'Amato v.*
2 *Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a “mediator’s involvement in pre-certification
3 settlement negotiations helps to ensure that the proceedings were free of collusion and undue
4 pressure.”).) At all times, the Parties’ negotiations were at an arm’s length, adversarial, and non-
5 collusive. The Parties subsequently executed a binding and enforceable Memorandum of
6 Understanding and thereafter drafted and negotiated a long-form settlement agreement which is the
7 subject of the instant motion. The Agreement is the final product of these mediated negotiations.
8 Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the
9 claims at issue. JCL Dec., ¶ 21.

10 2. Class Counsel’s Thorough Investigation Provided an Objective Measurement of the
11 Settlement’s Reasonableness.

12 As set forth in greater detail above, Class Counsel conducted a very thorough investigation into
13 the factual and legal issues in dispute. In addition to formal discovery, document review, data analysis
14 and legal research, Class Counsel also researched similar wage and hour actions. Although no two
15 cases are identical, this research provided Class Counsel with a marker to inform settlement
16 discussions. The investigation allowed Class Counsel to realistically assess the value of the claims and
17 intelligently engage defense counsel in settlement discussions that culminated in the proposed
18 settlement now before the Court. JCL Dec., ¶ 22.

19 Class Counsel only agreed to enter the Settlement following their thorough investigation and
20 evaluation of Plaintiff’s claims. Based on an investigation of the facts, applicable law, and marketplace
21 for similar settlements, and considering the risk of significant delay, uncertainty associated with
22 litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this
23 Agreement to be in the best interests of the Class Members. Because the terms of the Settlement are
24 fair, reasonable, and adequate, the Court should preliminarily approve the Settlement. JCL Dec., ¶ 23.

25 3. The Settlement Falls Within the Recognized Range of Reasonableness.

26 The Gross Settlement Amount of \$350,000.00 is within the range of reasonableness. To
27 determine whether a settlement is fair and reasonable, the court should “consider enough information
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1 about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to
2 make an independent assessment of the reasonableness of the terms to which the parties have agreed.”
3 (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In making this determination,
4 the court is “not to try the case” but rather “satisfy itself that the class action settlement is within the
5 ‘ballpark of reasonableness.’” (*Id.* (emphasis added).) For this analysis, courts do “not require any such
6 explicit statement of value; [they] require[] a record which allows an understanding of the amount that
7 is in controversy and the realistic range of outcomes of the litigation. ” (*Munoz v. BCI Coca-Cola*
8 *Bottling Co.* (2010) 186 Cal.App.4th 399, 409 (internal citation omitted).) The reasonableness of a
9 settlement is not dependent upon its actual value approaching the potential recovery plaintiffs might
10 have received if they had succeeded at trial.³ Indeed, “[t]he determination whether a settlement is
11 reasonable does not involve the use of a ‘mathematical equation yielding a particularized sum.’” (*Frank*
12 *v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 FRD. 174, 186 (quoting *In re Michael Milken and Assoc.*
13 *Sec. Litig.* (S.D.N.Y. 1993) 150 F.R.D. 57, 66).)

14 **a. The Gross Settlement Amount Meets the Recognized Range of**
15 **Reasonableness.**

16 The Gross Settlement Amount of \$350,000.00 is fair and reasonable considering the nature and
17 magnitude of the claims being settled and the various potential impediments to recovery. Prior to
18 mediation, Class Counsel retained BCG to develop economic damage models measuring Defendant’s
19 liability exposure while accounting for the uncertainties of continued litigation. The various models
20 were informed by Class Counsel’s investigation, including the analysis of a sample of time and payroll
21 data. Class Counsel projected Defendant’s liability exposure for *class claims* (excluding PAGA

22 ³ Federal district courts recognize that there is an inherent “range of reasonableness” in determining whether to approve a
23 settlement “which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs
24 necessarily inherent in taking any litigation to completion.” *Newman v. Stein* (2d. Cir. 2002) 464 F.2d 689, 693; *see In re*
25 *Omnivision Tech, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036; *see also Nat’l Rural Telecomm. Coop. v. Directv. Inc.* (C.D.
26 Cal. 2004) 221 F.R.D. 523, 527 (“well settled law that a proposed settlement may be acceptable even though it amounts to
27 only a fraction of the potential recovery”); *In re Global Crossing Sec. and ERISA Litig.* (S.D.N.Y 2004) 225 F.R.D. 436,
28 460 (“settlement amount’s ratio to the maximum potential recovery need not be the sole, or even dominant, consideration
when assessing settlements fairness”); *In re IKON Office Solutions, Inc Sec Litig.* (E.D. Pa. 2000) 194 F.R.D. 166, 184 (“the
fact that a proposed settlement constitutes a relatively small percentage of the most optimistic estimate does not, in itself,
weigh against the settlement; rather the percentage should be considered in light of strength of the claims”); *Officers for*
Justice v. Civil Serv. Comm. (9th Cir. 1982) 688 F.2d 615, 628 (it is “the complete package, taken as a whole rather than the
individual component parts, that must be examined for overall fairness”).

penalties) at \$2,067,746.75. Thus, the Gross Settlement Amount of \$350,000.00 represents approximately 17% of Defendant's *class-wide* liability exposure as estimated by Class Counsel at the time of mediation. The following summarizes Defendant's estimated exposure. JCL Dec., ¶ 24.

(1) Estimated Exposure for Meal Period Violations

Plaintiff also alleged that Defendant failed to provide compliant meal periods and failed to pay the required premiums. Specifically, Plaintiff alleges that as a result of the job demands, Plaintiff, Class Members, and Aggrieved Employees were often not provided with a meal period or the equivalent of 30-minutes of "limited duty" and instead would eat whenever they could, as quickly as they could, so that they could then return to their patient's needs. Plaintiff alleges that because Defendant violated its obligation to maintain records of meal breaks, there is no recorded evidence to support an argument that Plaintiff and the Class received compliant meal periods that lasted a minimum of 30 minutes, and were offered before the end of the fifth hour and before the end of the 10th hour. JCL Dec., ¶ 25. Conversely, Defendant argued that: 1) Plaintiff, the Class Members, and the Aggrieved Employees are personal attendants and accordingly, are exempt from meal break requirements; and 2) Plaintiff, the Class Members, and the Aggrieved Employees signed arbitration agreements Defendant contends are enforceable that include a class action waiver that prohibit the class claims at issue and require the arbitration of all individual claims. In light of these issues raised, Plaintiff applied a 50% discount, and estimated Defendant's exposure for this claim at \$365,946.75. JCL Dec., ¶ 26.

(2) Estimated Exposure for Rest Period Violations

Plaintiff also alleged that Defendant failed to provide compliant rest periods and failed to pay the required premiums. Specifically, Plaintiff alleged that he and other Class Members were typically the only employee available during their shifts and as a result, were unable to take rest periods. Defendant raised the same issues as noted above. Namely, that personal attendants are exempt from rest break requirements, and that arbitration agreements signed by Plaintiff, the Aggrieved Employees and the Class prohibit class action claims and require the arbitration of individual claims.. Moreover, Plaintiff recognizes the evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost entirely, on Class Member testimony, making it a riskier claim at class

1 certification and liability stages. Certification likely would have required depositions of Class Members
2 who provided declarations, and Defendant argued that they obtained opposing declarations stating
3 either rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack,*
4 *Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 (“Because of the competing testimony before
5 the Court, plaintiff’s evidence that Defendants may have an illegal, written rest break policy is
6 insufficient for this Court to find that common issues predominate.”); *Villa v. United Site Servs. of*
7 *California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence
8 confirms that the written policy does not generate uniform practices.”). Because Defendant did not
9 record rest breaks, Plaintiff assumed that rest break violations were similar in frequency to meal break
10 violations. In light of the issues raised above, Plaintiff applied a 50% discount, and estimated
11 Defendant’s exposure for this claim at \$365,946.75. JCL Dec., ¶ 27.

12 (3) Exposure for Unreimbursed Business Expenses

13 Plaintiff alleged that Defendant required Class Members to incur personal expenses for the use
14 of their own personal cellular phones, specifically to receive and respond to work-related communications
15 with supervisors and co-workers regarding the scheduling and completion of job tasks as well as with
16 clients. Plaintiff alleged, however, that Defendant failed to fully reimburse Plaintiff and Class Members
17 for the costs incurred for the use of their personal cellular phones in violation of California Labor Code
18 section 2802. JCL Dec., ¶ 37. Defendant disputed that Plaintiff and Class Members were required to
19 use their personal cellular telephones for any work-related tasks, and denied that Plaintiff or Class
20 Members actually did use their personal cellular telephones for anything beyond *de minimus* use. In
21 light of the issues raised by Defendant as noted above, Plaintiff applied a 50% discount, and estimated
22 Defendant’s exposure for this claim at \$112,312.50. JCL Dec., ¶ 28.

23 (4) Estimated Exposure for Unpaid Overtime Wages

24 Plaintiff alleged that Defendant failed to pay its employees for all hours worked, under three
25 separate theories: i) that Defendant failed to pay Plaintiff, Aggrieved Employees and Class Members
26 for pre and post-shift work, as the Class was required to arrive before the start of their shift in order to
27 be briefed by the prior shift caregiver; ii) that time records suggest that Defendant rounded time; and
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1 iii) that Defendant miscalculated Class Members’ regular rate of pay for purposes of overtime and sick
2 pay, in pay periods in which Class Members were paid overtime and/or redeemed sick pay and also
3 earned a non-discretionary bonus or on-call differential. Defendant vigorously denied liability for this
4 claim. Defendant argued, among other things, that Class Members completed their own timesheets,
5 thus to the extent the timesheets reflected rounded hours, the rounding was done by the Class
6 themselves, that Class Members were instructed to record their exact times worked, including any time
7 spent being briefed by the prior caregiver, and that they properly calculated the regular rate of pay. In
8 light of these defenses, along with the issues noted above, Plaintiff applied a 50% discount. Plaintiff
9 estimated Defendant’s exposure for this claim at \$96,872.00. JCL Dec., ¶ 29.

10 (5) Estimated Exposure for Wage Statement Violations and Waiting Time
11 Penalties

12 Plaintiff alleged that Defendant’s aforementioned alleged violations resulted in derivative
13 violations of Labor Code sections 203 and 226(a). Plaintiff also alleged that Defendant violated Labor
14 Code section 226(a) by failing to list the correct legal entity as the employer on the wage statements
15 issued to the Class, and by failing to include a line item listing the total hours worked. Class Counsel
16 considered the arguable presence of various penalties and weighed the potential recoveries against
17 probable defenses. Specifically, Defendant could argue that Plaintiff could not show that Class
18 Members suffered an “injury” because of wage statement violations, as required by Labor Code section
19 226. Likewise, Defendant could argue that Plaintiff could not prove the “willful” prong needed to
20 obtain waiting time penalties under Labor Code section 203. Defendant could also argue that that meal
21 and rest period violations do not entitle employees like Plaintiff and the Class Members to pursue the
22 derivative waiting time and itemized wage statement penalties. (*Naranjo v. Spectrum Security Services,*
23 *Inc.* (2023) 88 Cal.App.5th 927). Plaintiff could not give the penalty claims great weight given that
24 they depended on proving the underlying claims, which had their own risks, and thus applied a 75%
25 discount to these claims. Plaintiff estimated Defendant’s exposure for these claims at \$1,126,668.75,
26 which is comprised of \$941,118.75 for waiting time penalties and \$185,550.00 for wage statement
27 penalties. JCL Dec., ¶ 30.

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Here, the Parties negotiated good faith PAGA Penalties in the amount of \$16,000.00 which is 5% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties (\$12,000.00) will be paid to the LWDA (“LWDA PAGA Payment”) with the remaining twenty-five percent (25%) of the PAGA Penalties (\$4,000.00) will be distributed to the PAGA Class Members, which is within the range of PAGA Penalties approved by courts and should be approved. JCL Dec., ¶ 32.

1 action); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr.
2 6, 2016) (PAGA penalties denied after trial).

3 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), illustrates the risk of PAGA claims.
4 In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the
5 maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with
6 the law. *Id.* at 517. Upon review, the Court of Appeal found such reduction to be proper. *Id.* at 539.
7 Again, the *Carrington* decision was after Plaintiff actually prevailed at trial, and even then, the PAGA
8 penalties were reduced by 90%.

9 For the aforementioned reasons, the PAGA allocation of the Gross Settlement Amount is fair,
10 just, and reasonable.

11 **c. Inherent Risks of Continued Litigation Support Preliminary**
12 **Approval.**

13 "It can be difficult to ascertain with precision the likelihood of success at trial. The Court cannot
14 and need not determine the merits of the contested facts and legal issues at this stage, [Citation], and to
15 the extent courts assess this factor, it is to 'determine whether the decision to settle is a good value for a
16 relatively weak case or a sell-out of an extraordinary strong case.'" (*Misra v. Decision One Mortg. Co.*
17 (C.D. Cal. 2009) 2009 WL 4581276, at *7.)

18 With respect to the most immediate challenge, i.e., class certification, the risks attendant to the
19 certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates,*
20 *Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a \$110
21 million judgment against an employer for, *inter alia*, inaccurately paying overtime, and directed the
22 trial court to enter judgment in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.*
23 (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
24 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
25 plaintiffs in a wage and hour class action); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
26 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
27 individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176
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Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues). Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement. JCL Dec., ¶ 33.

“The Settlement eliminates these and other risks of continued litigation, including the very real risk of no recovery after several years of litigation.” (*In re Nvidia Derivs. Litig.* (N.D. Cal. 2008) 2008 WL 5382544, at *3.) Indeed, potential appeals aside, litigating a complex case through trial is inherently perilous regardless of the strengths of merits of the claims:

[N]othing is assured when litigating against commercial giants with vast litigative resources, particular in such complex litigation as this, which would strain the cognitive capacities of any jury. Defense judgments were hardly beyond the realm of possibility. Accordingly, this factor weighs in favor of preliminary approval.

(*Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1140, *opinion modified* (June 18, 1990).)

Moreover, continuing to litigate this action would require continued and extensive resources coupled with significant Court time to proceed through trial and post-trial motions; which can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regard to damages. But even if Plaintiff is successful at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668, the risk of an appeal and subsequent reversal is real. JCL Dec., ¶ 34. “Avoiding such a trial and the subsequent appeals in this complex case strongly militates in favor of settlement rather than further

1 protracted and uncertain litigation.” (*Nat’l Rural Telecomms. Coop v. DirecTV* (C.D. Cal. 2004) 221
2 F.R.D. 523, 527.) Thus, “unless the settlement is clearly inadequate, its acceptance and approval are
3 preferable to lengthy and expensive litigation with uncertain results.” (*Id.* at 526.)

4 In this matter, Class Counsel negotiated a Gross Settlement Amount of \$350,000.00 that is 17%
5 of Defendant’s maximum class wide liability exposure for damages and statutory penalties (excluding
6 PAGA penalties). Given the amount of the settlement here, as compared to potential value of the
7 claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.
8 JCL Dec., ¶ 35.

9 **B. The Proposed Notice Informs the Class about the Case and Settlement**

10 The Class Members are entitled to the best practical notice under the circumstances. (*Kass v.*
11 *Young* (1977) 67 Cal.App.3d 100, 106.) The purpose of the notice is to give Class Members sufficient
12 information to decide whether they should accept the benefits offered, opt out and pursue their own
13 remedies, or object to the settlement. (*Trotsky v. Los Angeles Fed Savings & Loan Assn.* (1975) 48
14 Cal.App.3d 143, 151-52.) The notice must advise Class Members “that they may be excluded from the
15 class if they so request and that they will be bound by the judgment, whether favorable or not, if they
16 do not request exclusion.” (*Kass*, 67 Cal.App.3d at 106.) Authorities generally require service of the
17 class notice by mail or similar reliable means. (*Chance v. Super. Ct.* (1962) 58 Cal.2d 275, 290; *Cart*
18 *v. Super. Ct.* (1975) 50 Cal.App.3d 960, 972.)⁴

19 The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
20 Members of their rights and remedies. The Administrator will first verify addresses, then mail the
21 proposed Class Notice in English to all Class Members. The Notice will include information regarding
22 the nature of the lawsuit, a summary of the substance of the terms of the Settlement, the procedure, and
23 time period within which to submit requests for exclusions or objections to the Settlement, the date for
24 the final approval hearing, the formula used to calculate settlement payments, and the terms and scope

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26 ⁴ Due process does not require that each class member actually receive a notice, but rather a procedure reasonably certain to
27 reach class members. Wright, A. Miller & M. Kane, *Federal Practice and Procedure* § 1789, at 253 (2d ed. 1986). If
28 appropriate notice is given, class members will be bound by the judgment even if they never actually receive the notice.
Fontana v. Elrod (7th Cir. 1987) 826 F.2d 729, 732.

1 of the Released Class Claims. Agreement at § 7.4. The Parties negotiated this method to ensure
2 delivering the most reasonable method of notice to the Class Members while ensuring cost effective
3 administration of the Settlement. JCL Dec., ¶¶ 36.

4 Accordingly, both the method of disseminating the Class Notice and content of the Class Notice
5 satisfy due process. (See C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d 460,485
6 (the class notice must “fairly apprise the class members of the terms of the proposed compromise and
7 of the options open to dissenting class members.”).)

8 **C. The Court Should Preliminarily Approve the Class Representative Service Payment**

9 Class representative service payments “are fairly typical in class action cases.” (*Cellphone*
10 *Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393 (affirming incentive awards of \$10,000);
11 *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958, *citing* 4 Newberg on Class
12 Actions (4th ed. 2002) § 1 1:38, and Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs:*
13 *An Empirical Study*, 53 UCLA L. Rev. 1303 (2006).) Service payments “are intended to compensate
14 class representatives for work done on behalf of the class, to make up for financial or reputational risk
15 undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private
16 attorney general.” (*Rodriguez*, 563 F.3d at 958-59.) “[T]he rationale for making enhancement or
17 incentive awards to named plaintiffs is that they should be compensated for the expense or risk they
18 have incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential*
19 *Services LLC* (2009) 175 Cal.App.4th 785.)

20 The Settlement provides for a Class Representative Service Payment of \$10,000.00 for Plaintiff.
21 The service payment is fair and reasonable compensation for Plaintiff’s efforts bringing the action,
22 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on
23 the status of his case, facts surrounding his employment as it relates to wage and hour practices and
24 claims and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure
25 that its terms are fair and provide adequate relief for the Class Members. JCL Dec., ¶ 37; Legaspi Dec.,
26 ¶ 6-10.

27 Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Class
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Representative Service Payment once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated Class Representative Service Payment. JCL Dec., ¶ 38.

D. The Court Should Preliminarily Approve the Class Counsel Award

The purpose of a payment to Class Counsel for Class Counsel Award in class action litigation is to reward counsel who took the risk of non-payment and invested in a case that achieved a substantial positive result for the class. California courts routinely award attorneys' fees equaling one-third or more of the potential value of the common fund, the amount requested under this settlement. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 ("Empirical studies show that regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."); Theodore Eisenberg & Geoffrey P. Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, *J. of Empirical Legal Studies*, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies of class action litigation nationwide have come to a similar conclusion that a one-third fee is consistent with market rates).)

Class Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average Individual Class Payment illustrates the demonstrably positive outcome for the Participating Class Members. Considering the positive outcome for the Class Members, and in light of the supporting authority, the proposed Class Counsel Award payment is fair and reasonable. JCL Dec., ¶ 39.

Plaintiff will file a formal motion for the negotiated Class Counsel Award, including arguments and lodestar information in support of the request, once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees. JCL Dec., ¶ 49.

E. Provisional Certification for Settlement Purposes Is Appropriate

For Settlement purposes, Plaintiff contends, and Defendant does not dispute, that provisional certification of the Class is appropriate. JCL Dec., ¶ 41.

1 1. The Standard for Class Certification

2 Class actions are statutorily authorized “when the question is one of common or general interest,
3 of many persons, or when the parties are numerous, and it is impracticable to bring them all before the
4 court” (*Cal. Civ. Proc. Code* § 382; *Lee v. Dynamex, Inc.* (2008) 166 Cal.App.4th 1325, 1332.) Class
5 certification is appropriate when there is an “ascertainable class and a well-defined community of
6 interest among class members.” (*Sav-On Drug Stores, Inc.* (2014) 34 Cal.4th 319, 326.) Class treatment
7 is appropriate even if class members at some point may be required to make an individual showing as
8 to eligibility for recovery. (*Bufile v. Dollar Financial Group, Inc.* (2008) 162 Cal.App.4th 1193, 1207;
9 *Sav-On*, 34 Cal.4th at 333.)

10 2. The Proposed Class is Ascertainable and there is a Well-Defined Community of
11 Interest Among the Participating Class Members

12 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure section 382 is
13 “determined by examining (1) the class definition, (2) the size of the class, and (3) the means available
14 for identifying class members.” (*Lee*, 166 Cal.App.4th at 1334.) Class members are ascertainable
15 where they may be readily identified without unreasonable expense or time by reference to official
16 records. (*Id.*)

17 The community of interest requirement embodies three factors: (1) predominant common
18 questions of law or fact; (2) a class representative with claims or defenses typical of the class; and (3)
19 a class representative and counsel who can adequately represent the class. (*Cal. Civ. Proc. Code* § 382.)

20 In April 2012, the Supreme Court expounded on the element of predominance: The “ultimate
21 question” the element of predominance presents is whether “the issues which may be jointly tried, when
22 compared with those requiring separate adjudication, are so numerous or substantial that the
23 maintenance of a class action would be advantageous to the judicial process and to the litigants.”
24 (*Brinker*, 53 Cal. 4th at 1021-1022 (citations omitted).)

25 Because all Class Members are Defendant’s current and former employees, the class is readily
26 ascertainable from Defendant’s regular business records, i.e., payroll records. JCL Dec., ¶ 42.

27 The statutes relating to each of Plaintiff’s claims apply with equal force and effect to the entire
28

1 Class. Factually, Defendant’s policies and practices apply class-wide, and Defendant’s liability can be
2 determined by facts common to all members of the class. The wage and hour issues are both numerous
3 and substantial, and a class action is the most advantageous method of dealing with the claims of the
4 Class Members. JCL Dec., ¶ 43.

5 Plaintiff’s wage and hour claims are typical of the proposed Class because they arise from the
6 same factual basis and are based on the same legal theories applicable to the other Class Members.
7 Likewise, Plaintiff’s interests are entirely coextensive with the interests of the Class Members. Plaintiff
8 alleges that he was injured by the same company-wide practices to which the proposed Class Members
9 were subject to and seek the same relief. Plaintiff has already demonstrated his ability to advocate for
10 the interests of the Class Members by initiating this litigation, undertaking extensive class discovery,
11 and evaluating the proposed settlement to assure that it is fair. JCL Dec., ¶ 44.

12 Additionally, Plaintiff is represented by competent Class Counsel who have extensive experience
13 in litigating wage and hour class action cases. Class Counsel successfully briefed, argued, certified, and
14 gained state court settlement approval of the same class-wide causes of action that are at issue in this
15 case. Class Counsel’s wage and hour class action experience establishes that they are well qualified to
16 represent the interests of this Class. JCL Dec., ¶¶ 45-53; Declaration of Shani Zakay (“SOZ Dec.”), ¶¶
17 1-3.

18 A class action is superior to a multitude of individual lawsuits. Given the size and amount of
19 each individual claim, the Class Members likely have little incentive to litigate their claims on an
20 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
21 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
22 adjudication. JCL Dec., ¶ 54.

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Dated: November 6, 2025

By: Jaclyn Joyce
Jaclyn Joyce, Esq.

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**