

ADAM N. BOUAYAD (SBN 248087)
GREGORY WOLFLICK (SBN 108699)
WORKPLACE RIGHTS LAW GROUP, LLP
130 N. Brand Boulevard, Suite 420
Glendale, California 91203
Tel: (818) 844-5200
Email: adam@workplacelaw.com; greg@workplacelaw.com;

Attorneys for Plaintiffs,
TIEN PHAM and CHASITY BENNETT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

TIEN PHAM, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other aggrieved employees,

Plaintiffs,

vs.

SEVEN POINTS MANAGEMENT, a
California corporation; WALNUT LLC, a
California corporation, 3030 WALNUT LLC,
a California corporation; 3008 WALNUT
LLC, a California corporation; CAMERON
DAMWIJK, an individual, and DOES 1-20,

Defendants.

Case No.: 20STCV31808

[Assigned to: Hon. Christopher K. Lui]

**CLASS ACTION
PLAINTIFFS' NOTICE OF
UNOPPOSED MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION/PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
THEREOF**

*[Filed concurrently with Declaration of Adam
N. Bouayad; and [Proposed] Order]*

Date: September 23, 2026

Time: 8:30 a.m.

Dept: 734

Complaint filed: August 19, 2020

1
2 **TO THE COURT, THE PARTIES, AND THEIR ATTORNEYS OF RECORD:**

3 PLEASE TAKE NOTICE that, pursuant to Rule 3.769 of the California Rules of Court,
4 on September 23, 2026, at 8:30 a.m., in Department 734 of the above-entitled court, located at
5 111 North Hill, St., Los Angeles, California, Plaintiffs TIEN PHAM and CHASITY BENNETT
6 (“Plaintiffs”), individually and on behalf of a class of similarly situated individuals, will and
7 hereby move this Court for:

- 8 1. Preliminary approval of the proposed class settlement of this lawsuit;
9 2. Pursuant to section 382 of the California code of Civil Procedure, provisional
10 certification of the following Settlement Classes defined as follows:

11 **“W-2 Worker Sub-Class”:** All current and former non-exempt W-2 employees who
12 have worked for Defendant Walnut LLC (“Walnut”) in
13 California during the time period of August 19, 2017,
14 through June 21, 2022; and;

15 **“Independent Contractor Sub-Class”:** All current and former individuals who worked
16 for Walnut in California during the time period of August
17 19, 2017, through June 21, 2022. (W-2 Worker Sub-Class
18 and Independent Contractor Sub-Class collectively “Class
19 Members”);

20 3. Preliminary appointment of CHASITY BENNETT as the W-2 Worker Sub-
21 Class Representative and TIEN PHAM as the Independent Contractor Sub-Class
22 Representative;

23 4. Preliminary appointment of Adam N. Bouayad and Gregory D. Wolflick of
24 Workplace Rights Law Group, APC as Class Counsel;

25 5. The scheduling of a hearing to consider whether Settlement should be finally
26 approved and to permit Class Representative Services Awards to Plaintiffs, Claims
27 Administrator costs, civil penalties payable to the California Labor Workforce Development
28

Agency, and attorneys' fees and costs to Class Counsel;

6. Appointment of CPT Group, Inc., as the third-party Claims Administrator for mailing notices;

7. Approval of the proposed Notice Packet (which is comprised of the Notice of Pendency of Class Action and Proposed Settlement, and Notice of Individual Settlement Award, which are attached to the Settlement as Exhibit's "A" and "B", respectively) and an order that it be disseminated to the proposed Settlement Class as provided in the Settlement Agreement; and

8. Approval of California State Controller's Office as the cy pres.

This Motion is based on this notice of motion, the attached memorandum of points and authorities, the declarations of Adam N. Bouayad, Gregory D. Wolflick, Plaintiff Tien Pham, Plaintiff Chasity Bennett, Julie Green of CPT Group, Inc., and the exhibits attached thereto, the pleadings and other papers filed in this action, and on any further oral or documentary evidence of argument presented at the time of hearing. Defendant WALNUT LLC has stated it will not oppose the instant Motion.

WORKPLACE RIGHTS LAW GROUP, LLP

Dated: August 24, 2026

By: 

ADAM N. BOUAYAD
GREGORY D. WOLFLICK
THEODORE S. KHACHATURIAN
Attorneys for Plaintiff,
TIEN PHAM and CHASITY BENNETT

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	BACKGROUND	2
A.	The Parties	2
B.	The Class.....	2
C.	Summary of the Dispute	3
D.	Summary of the Investigation and Litigation	3
E.	Overview of the Settlement Terms	4
F.	Settlement Administration and Notice Procedures	7
G.	The Released Claims.....	8
III.	LEGAL ARGUMENT	8
A.	The Settlement Meets the Standards for Preliminary Approval	9
1.	Serious, Informed, Non-Collusive Negotiations Led to Settlement	9
2.	Counsel are Experienced in Similar Litigation.....	10
3.	The Settlement is a Fair and Reasonable Compromise of the Claims	10
4.	The Preliminary Approval Standard is Met	11
B.	The Court Should Conditionally Certify the Settlement Class	12
1.	The Proposed Class is Ascertainable and Numerous.....	12
2.	Common Questions of Law and Fact Predominate	12
4.	Plaintiffs/Counsel Will Fairly and Adequately Represent the Class	13
C.	The Court Should Order Distribution of the Class Notice Materials.....	14
IV.	CONCLUSION.....	14

TABLE OF AUTHORITIES

Cases

<i>B.W.I. Custom Kitchen v. Owens-Illinois, Inc.</i> , 191 Cal. App. 3d 1341, 1347 (1987)	13
<i>Benton v. Telecom Network Specialists, Inc.</i> , 220 Cal. App. 4th 701, 726 (2013).....	13
<i>Brinker Restaurant Corp. v. Superior Court</i> , 53 Cal. 4th 1004, 1021 (2012)	9, 12
<i>Capital People First v. State Dept. of Dev. Serv.</i> , 155 Cal. App. 4th 676, 697 (2007)	14
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794, 1801 (1996)	9, 10
<i>Duran v. Obesity Research Institute, LLC</i> , 1 Cal. App. 5th 635, 647 (2016).....	14
<i>Faulkinbury v. Boyd & Associates, Inc.</i> 216 Cal. App. 4th 220, 240 (2013)	13
<i>In re Microsoft I-V Cases</i> , 135 Cal. App. 4th 706, 723 (2006)	9
<i>In re Pacific Enterprises Securities Litig.</i> , 47 F. 3d 373, 378 (9th Cir. 1995).....	11
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal. App. 4th 116, 128 (2008).....	9, 11
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal. App. 4th 399, 409 (2010)	11
<i>Sav-On Drug Store, Inc. v. Superior Court</i> , 34 Cal. 4th 319, 327 (2004)	13
<i>Sevidal v. Target Corp.</i> , 189 Cal. App. 4th 905, 916 (2010).....	12
<i>Syncor v. Cardinal Health, Inc.</i> , 516 F. 3d 1095, 1101 (9th Cir. 2008)	9
<i>Wal-Mart Stores, Inc. v. Dukes</i> , 564 U.S. 338, 350 (2011)	13

Statutes

California Rules of Court, rule 3.766(d).....	14
California Rules of Court, rule 3.769.....	8, 9
Code of Civil Procedure § 382.....	12
Labor Code § 2698 <i>et seq</i>	1, 3

Other Authorities

Manual for Complex Litig., § 30.41 (3rd Ed. 1995).....	11
Newberg on Class Actions, § 11:24-25 (4th Ed. 2013)	11

1 **I. INTRODUCTION**

2 Plaintiffs Tien Pham and Chasity Bennett brought this class/representative action against
3 Defendant Walnut LLC (hereinafter “Walnut” or “Defendant”) for various wage and hour
4 violations.¹

5 Plaintiffs now respectfully request that this Court preliminarily approve this non-
6 reversionary, common-fund class action settlement², in which Defendant has agreed to pay Three
7 Hundred Ninety- Six Thousand Dollars and Zero Cents (\$396,000.00) on behalf of the following
8 Settlement Classes:

9 “**W-2 Worker Sub-Class**”³: All current and former non-exempt W-2 employees who
10 worked for Defendant Walnut in California during the time period of August 19, 2017, through
11 June 21, 2022; and

12 “**Independent Contractor Sub-Class**”⁴: All current and former individuals who worked for
13 Walnut in California as independent contractors during the time period of August 19, 2017,
14 through June 21, 2022.
15

16
17 ¹ Plaintiffs’ Complaint alleges class claims for: (i) failure to pay straight time; (ii) failure to pay
18 overtime; (iii) failure to provide compliant meal periods; (iv) failure to provide compliant rest
19 breaks; (v) failure to provide sick pay/leave; (vi) failure to provide itemized employee wage
20 statements and keep records; (vii) failure to reimburse/illegal deductions; (viii) failure to pay all
21 wages owed upon separation of employment. As a result of the foregoing alleged violations,
22 Plaintiffs contend that Defendant is further liable to Plaintiffs and the Settlement Class (defined
below) because it engaged in unlawful business practices. Plaintiffs’ Complaint further alleges
that Defendant is liable for civil penalties pursuant to the Labor Code Private Attorneys General
Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”) as a result of the aforementioned alleged
violations of the California Labor Code and for willful misclassification.

23 ²The Stipulation of Settlement (“Settlement”) is attached to the concurrently filed Declaration of
24 Adam N. Bouayad as **Exhibit 1**. The proposed Notice Packet (which is comprised of the “Notice
25 of Pendency Class Action Proposed Settlement” and “Notice of Individual Settlement Award are
26 attached to the Settlement as Exhibits A and B respectively). All defined terms in this Motion
have the same definitions as used in the Settlement.

27 ³The W-2 Worker Sub-Class consists of approximately 394 individuals. (**Bouayad Decl., ¶7.**)

28 ⁴The Independent Contractor Sub-Class consists of approximately 27 individuals. (**Bouayad
Decl., ¶7.**)

There are approximately 421 Settlement Class Members and 21,814 workweeks in the Class Period, and the average payment to participating Settlement Class Members from the *Net Settlement Amount*, not including PAGA penalties, is projected to be around \$373.29 net for the W-2 Worker Sub-Class; and \$1817.22 for the Independent Contractor Sub-Class. (**Bouayad Decl., ¶8.**)

II. BACKGROUND

A. The Parties

Defendant Walnut is a licensed cultivator and distributor of cannabis (or “marijuana”). During the relevant period, Defendant maintained a location in the County of Los Angeles. Plaintiff Tien Pham was employed from May 2019 until July 2019 as a second lead supervisor engaged in building Walnut’s grow areas (e.g. install lighting and irrigation; setting up grow tables, etc...) prior to opening. (See **Bouayad Decl. Exh. 3 - Pham Decl., ¶2**) During Mr. Pham’s employment with Walnut he was treated as an independent contractor. (*Id.*) Plaintiff Chasity Bennett worked for Walnut from October 2019 until November 2021 as a Lead Maintenance Tech. (See **Bouayad Decl. Exh. 3 - Bennett Decl. ¶2.**) During Ms. Bennett’s employment she was treated as a non-exempt W-2 employee. (*Id.*)

B. The Class

The Class includes the following:

There are approximately 421 Settlement Class Members and 21,814 workweeks in the Class Period. **(Bouayad Decl., ¶ 10) broken into two (2) Sub-classes:**

(1) **W-2 Worker Sub-Class**”: All current and former non-exempt W-2 employees who worked for Defendant Walnut in California during the time period of August 19, 2017, through June 21, 2022. There are 394 members of this sub-class and they worked 20, 836 workweeks at an average wage of \$17.90 /hour; and

(2) **“Independent Contractor Sub-Class”**: All current and former individuals who worked for Walnut in California as independent contractors during the time period of August 17,

2017, through June 21, 2022. This Sub-class is comprised of 27 member who worked 978 workweeks, received \$250.00/day and worked on average 10 hours a day. (See **Bouayad Decl. ¶10**)

C. Summary of the Dispute

Plaintiffs allege class claims for: (i) failure to pay straight time; (ii) failure to pay overtime; (iii) failure to provide compliant meal periods; (iv) failure to provide compliant rest breaks; (v) failure to provide sick pay/leave; (vi) failure to provide itemized employee wage statements and keep records; (vii) failure to reimburse/illegal deductions; (viii) failure to pay all wages owed upon separation of employment. As a result of the foregoing alleged violations, Plaintiffs contend that Defendant is further liable to Plaintiffs and the Settlement Class (defined below) because it engaged in unlawful business practices. Plaintiffs Complaint further alleges that Defendant is liable for civil penalties pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”) as a result of the aforementioned alleged violations of the California Labor Code and for willful misclassification. (See Amended Complaint for Class Action Damages and PAGA Penalties; **Bouayad Decl., ¶2.**)

D. Summary of the Investigation and Litigation

In May of 2020, Pham sought legal advice and counsel regarding employment issues perceived as affecting him and his co-workers at Walnut. (**Bouayad Decl., ¶3**). At that time, Plaintiff Pham and counsel reviewed Pham’s employment records and check stubs regarding the putative claims. (*Id.*)

On June 12, 2020, an Initial PAGA Notice was filed with the Labor and Workforce and Development Agency (“PAGA Letter”) on behalf of Pham. (*Id.*) Subsequent to that, on August 19, 2020, Pham filed a “Claim for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA §§2698, et seq.” against Defendant Walnut, LLP. (*Id.*)

After this action was filed, Plaintiffs served Requests for Production and Special Interrogatories, which Defendant Walnut timely responded to. (*Id.*) Subsequent to serving written discovery, the parties agreed to go to mediation; however, it was also agreed that

1 prior to mediation, Walnut would need to produce sufficient records/information so
2 Plaintiffs could adequately investigate their claims prior to any settlement. (*Id.*) Pursuant to
3 that request, Walnut produced a sample of time records and payroll data, as well as its wage and
4 hour policies and other relevant documents and information. (*Id.*) Additionally, Walnut
5 produced the contact information for sixty (60) current and former Walnut independent
6 contractors and W-2 employees, which were interviewed by Defendants. (*Id.*)

7
8 On April 26, 2022, the parties participated in a full day mediation with the Honorable
9 Carl J. West (Ret.), an experienced and respected wage and hour class action mediator at JAMS.
10 (*Id.*) Ultimately, the parties agreed in principle on a class-wide resolution. In the weeks that
11 followed, the parties finalized the terms of settlement and executed the Settlement. (*Id.*) The
12 parties' Settlement has since been modified in response to this Court's previous denials of
13 Plaintiffs' Motions for Preliminary Approval of Class Action Settlement. (*Id.*) Additionally,
14 pursuant to the agreement to resolve this matter on a class-wide basis, on May 26, 2022,
15 Plaintiff's filed a First Amended Complaint adding Class Representative Chasity Bennett and
16 alleging class claims on behalf of both Plaintiffs. (*Id.*)

17 **E. Overview of the Settlement Terms**

18 The parties agreed, subject to court approval, pursuant to the Settlement, Defendant will
19 pay the non-reversionary "Gross Settlement Amount" ("GSA") of \$396,000.00, which is reduced
20 by: (a) attorneys' fees up to \$131,868.00 (33.33% of the GSA) to compensate proposed class
21 counsel for all work performed and remaining to be performed securing court approval of the
22 Settlement; (b) reimbursement of litigation costs up to \$15,000 for verified costs actually
23 incurred; (c) a service award to Plaintiffs Pham (\$10,000.00) and Bennett (\$6,000.00) for serving
24 as class representative, as an additional payment for Plaintiffs' initiative, risks incurred, and
25 work associated with service as the lead plaintiff; (d) settlement administration costs up to
26 \$11,750.00; and a PAGA Payment for \$25,000.00 (\$18,750.00/LWDA Payment and
27 \$6,250.00/Class Payment). (see **Bouayad Decl., Exh. 1 –Settlement, pgs. 4-7**):
28

1 The Settlement is entirely non-reversionary, meaning no amount of money will revert to
2 Defendants. (*Id.*, pg. 4). The Administrator will pay the amount of the participating class
3 members' portion of normal payroll withholding taxes out of each person's individual class
4 settlement check (i.e., their share of the Settlement). (*Id.*, pgs. 6-7). The Administrator shall also
5 pay Defendants' portion of payroll taxes to the appropriate local, state, and federal taxing
6 authorities. (*Id.*) The "Net Settlement Amount" ("NSA") will be distributed to class members on
7 a pro-rata basis based on workweeks, estimated as follows

8 Gross Settlement Amount - \$396,000
9 Attorneys' Fees (33.33%) - (minus) \$131,868
10 Litigation Costs - (minus) \$15,000 (max.)
11 Service Awards - (minus) \$16,000
12 Settlement Admin. Costs - (minus) \$11,750
13 PAGA Payment – (minus) \$25,000
14
15 \$196,382 (approx.)
16 Net Settlement Amount ("NSA") \$196,382.00

17 The NSA will be distributed through individual checks mailed to class members who do
18 not affirmatively exclude themselves from the class in response to the class notice by the
19 Response Deadline. (*Id.*, pgs. 5-7) The individual settlement checks for each respective class
20 member are calculated as flows:

21 "Independent Contractor Sub-Class": Twenty Five Percent (25%) of the Net
22 Settlement Amount shall be allocated to Independent Contractor Sub-Class Settlement Class
23 members who worked during the Class Period, as follows: each Independent Contractor Sub-
24 Class Settlement Class member shall receive a proportionate settlement share that will be
25 calculated by (1) dividing Twenty Five Percent (25%) of the Net Settlement Amount by the total
26 number of workweeks worked by all members of the Independent Contractor Sub-Class, and (2)
27 multiplying the result by the number of workweeks worked by each individual member of the
28 Independent Contractor Sub-Class during the Class Period. (*Id.*, pg. 6) Because the Independent

Contractor Sub-Class employees worked approximately 36.2 weeks on average (978 workweeks /27 class members =36.2 weeks) during the class period, and 25% of the GSA will be allocated to this sub-class or \$99,000.00 (25% x \$396,000 = \$99,000), that means the average workweek is worth \$101.23 (\$99,000/978). That makes the average gross payout \$ 101.23 x 36.2 = \$3664.53 gross. In sum, the NSA on average for each independent contractor sub-class member is (\$49,095/978 = \$50.20 x 36.2 = **\$1817.22 net** after accounting for all deductions like attorneys' fees, costs, and administration expenses, without the need to submit a claim form. (Bouayad Decl., ¶8.)

“**W-2 Worker Sub-Class**”: Seventy Five Percent (75%) of the Net Settlement Amount shall be allocated to the W-2 Worker Sub-Class Settlement Class members who worked during the Class Period, as follows: each W-2 Worker Sub-Class Settlement Class member shall receive a proportionate settlement share that will be calculated by (1) dividing Seventy Five Percent (75%) of the Net Settlement Amount by the total number of workweeks worked by all members of the W-2 Worker Sub-Class, and (2) multiplying the result by the number of workweeks worked by each individual member of the W-2 Worker Sub-Class during the Class Period. (see **Bouayad Decl., Exh. 1 –Settlement, pg. 6.**) Because the W-2 Worker Sub-Class employees worked approximately 52.8 weeks on average (20,836 workweeks /394 class members =52.8 weeks) during the class period, and 75% of the GSA will be allocated to this sub-class or \$297,000.00 (75% x \$396,000 = \$297,000), that means the average workweek is worth \$14.25 (\$297,000/20,836). That makes the average gross payout \$14.25 x 52.8 = \$752.40 gross. The NSA on average for each sub-class member is \$147,286/20,836 = \$7.07 x 52.8 = **\$373.29 net** after accounting for all deductions like attorneys' fees, costs, and administration expenses, without the need to submit a claim form. (Bouayad Decl., ¶8.)

“**PAGA Payment**”: the PAGA Amount will be allocated as follows: each Class Member who worked for Defendant during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks worked, calculated by (1) dividing the PAGA Amount by the total number of workweeks worked by all Class Members during the

1 PAGA Period, and (2) multiplying the result by the number of workweeks worked by each Class
2 Member during the PAGA Period. (*Id.*)

3 Any proceeds from checks that remain uncashed by class members after the check
4 cashing deadline will be provided to the California State Controller's Office to be held as
5 "Unclaimed Property" under the unclaimed property laws in the name of the Settlement Class
6 Members. (see **Bouayad Decl., Exh. 1 –Settlement, p6. 7.**)

7
8 **F. Settlement Administration and Notice Procedures**

9 The parties selected CPT Group to administer the Settlement. (*Id.*, pg. 8.)

10 Upon receipt of the class data (i.e., names, dates of employment, mailing addresses, and
11 other appropriate identifying information of class members), the Administrator will notify
12 proposed class counsel that the list has been received and state the number of class members and
13 workweeks in the data provided by Defendants. Pursuant to the timelines set forth in the
14 Settlement, the Administrator will send the Court Approved Notice of Pendency of Class Action
15 And Proposed Settlement in substantially the same form as attached as Exhibit A to the
16 Settlement. Before mailing the class notice packet, the Administrator shall update class member
17 addresses using a National Change of Address database. If a notice packet is returned because of
18 an incorrect address, the Administrator will promptly search for a more current address for the
19 Class Member and re-mail the notice packet to the Class Member. Further, the Administrator
20 will be responsible for taking reasonable steps to trace the mailing address of any Class Member
21 for whom a notice packet is returned by the U.S. Postal Service as undeliverable. These
22 reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing
23 address searches for all mail returned without a forwarding address using available email
24 addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and
25 promptly re-mailing to Class Members for whom new addresses are found. (*Id.*, pgs. 10-11.)

26
27 The proposed class notice advises the class of their right to, and the manner and timing
28 to: (1) participate in the Settlement without submitting a claim; (2) dispute the workweeks used

1 to calculate the basis of their respective individual share of the Settlement; (3) object to the
2 Settlement; (4) appear at the final approval hearing, and (5) opt-out of the Settlement. The class
3 notice also informs each class member of the estimated amount of their individual payment, the
4 release to be given, and date of the final approval hearing, and other salient details about the
5 Settlement, including how to find out more information. (**Bouayad Decl. - Exh 1, Settlement**
6 **and Exh. A thereto.**)

7 **G. The Released Claims**

8 Class members who do not opt of the Settlement shall, upon final approval, agree to the
9 following release for the respective class period (**Bouayad Decl. - Exh 1, Settlement, pg. 3**):

10 Settlement Class members will release all claims, demands, rights, liabilities and causes
11 of action that were pled in the Complaint (or will be pled in any future amended complaint as set
12 forth herein), or which could have been pled in any of the Complaints filed or to be filed based
13 on the factual allegations therein, that arose during the Class Period (“Released Claims”) with
14 respect to the following claims: (a) failure to pay straight time; (b) failure to pay overtime; (c)
15 failure to provide compliant meal periods; (d) failure to provide compliant rest breaks; (e) failure
16 to provide sick pay/leave; (f) failure to provide itemized employee wage statements and keep
17 records; (g) failure to reimburse/illegal deductions; (h) failure to pay all wages owed upon
18 separation of employment; (i) all claims for unfair business practices that could have been
19 premised on the facts, claims, causes of action or legal theories described above; (j) willful
20 misclassification; and (k) all claims alleged under the California Labor Code Private Attorneys
21 General Act of 2004, or that could have been premised on the facts, claims, causes of action or
22 legal theories described above.
23

24 **III. LEGAL ARGUMENT**

25 “Before final approval, the court must conduct an inquiry into the fairness of the
26 proposed settlement.” California Rules of Court, rule 3.769. At preliminary approval, a court
27 “limits its inquiry to the extent necessary to reach a reasoned judgment that the agreement is not
28 the product of fraud or overreaching by, or collusion between, the negotiating parties.” *In re*

1 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006). Furthermore, conditional class
2 certification for settlement purposes is appropriate where there is an ascertainable and
3 sufficiently numerous class, with a well-defined community of interest, and class litigation
4 would be superior to alternate means of adjudicating the action. *Brinker Restaurant Corp. v.*
5 *Superior Court*, 53 Cal. 4th 1004, 1021 (2012).

6 Here, Plaintiff asks the Court to preliminarily approve the class action settlement as fair
7 and reasonable, and conditionally certify the class.
8

9 **A. The Settlement Meets the Standards for Preliminary Approval**

10 In deciding whether to grant preliminary approval of a proposed class action settlement,
11 the Court must find a proposed settlement is “fair, reasonable and adequate[.]” California Rules
12 of Court, rule 3.769; see also *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996).
13 “[T]here is a strong judicial policy that favors settlements ... ‘it must not be overlooked that
14 voluntary conciliation and settlement are the preferred means of dispute resolution ... [t]his is
15 especially true in complex class action litigation.” *Syncor v. Cardinal Health, Inc.*, 516 F. 3d
16 1095, 1101 (9th Cir. 2008) (internal citations omitted). There is a presumption of fairness where,
17 as here, the proposed class action settlement was negotiated at arm’s-length after informed
18 investigation and analysis by counsel experienced in similar litigation with the assistance of an
19 experienced mediator. See, e.g., *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128
20 (2008).
21

22 1. Serious, Informed, Non-Collusive Negotiations Led to Settlement

23 Plaintiffs have reviewed and analyzed Defendant’s records/company policies and spoken
24 with witnesses to resolve the claims at hand. Furthermore, subsequent to said investigation, on
25 April 26, 2022, the parties participated in a full day mediation with the Honorable Carl J.
26 West (Ret.) an experienced and respected wage and hour class action mediator at JAMS.
27 During the parties’ all-day mediation, each side was represented by their respective counsel.
28 The parties vigorously debated their opposing legal positions, the likelihood of certification of

1 Plaintiffs' claims and the legal basis for the claims and defenses. Ultimately, the parties agreed
2 to the instant class-wide Settlement. (**Bouayad Decl., ¶3.**)

3 2. Counsel are Experienced in Similar Litigation

4 Proposed class counsel has significant experience in prosecuting and defending wage and
5 hour employment class actions. Counsel was able to compare settlement of class claims with the
6 risks of further litigation, including trial and appeals. Defense counsel are skilled employment
7 lawyers, with significant class action experience, from the respected law firm of Akerman, LLP.
8 Defense counsel defended and negotiated on behalf of their client skillfully throughout the case.

9 Plaintiff's counsel believes the settlement is fair, reasonable, and in the best interest of
10 the class in light of the monetary recovery, difficulties of this litigation, differences among class
11 members, risks of certification/decertification, summary adjudication, along with the delay of
12 recovery and uncertainty of appeals. (**Bouayad Decl., ¶¶9-11.**)

13 3. The Settlement is a Fair and Reasonable Compromise of the Claims

14 To make a fairness determination at the preliminary approval stage, courts should
15 consider several relevant factors, including "the strength of Plaintiff's case, the risk, expense,
16 complexity and likely duration of further litigation, the risk of maintaining class action status
17 through trial, the amount offered in settlement, the extent of discovery completed and the stage
18 of the proceedings, [and] the experience and views of counsel[.]" *Dunk*, 48 Cal. App. 4th at
19 1801. The Court's inquiry "must be limited to the extent necessary to reach a reasoned judgment
20 that the agreement is not the product of fraud or overreaching by, or collusion between, the
21 negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to
22 all concerned." (*Id.*)

23 i. *The Strength of Plaintiff's Case*

24 Although Plaintiffs steadfastly maintain the alleged claims are meritorious, Plaintiffs
25 acknowledge substantial risks and uncertainties in proceeding with litigation., Defendant
26 presented multiple defenses to Plaintiff's claims. These defenses were, in part, supported in the
27
28

sample of records produced. Furthermore, Defendant maintained lawful written policies that would have made certification difficult. The strength of Plaintiff's case is further discussed in Paragraphs 13 through 31 of the supporting declaration of Adam N. Bouayad, which sets forth the claim-by-claim damage analysis and respective settlement in accordance with *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008).

ii. Amount Offered in Settlement

"[T]o ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation," a summary of Plaintiff's exposure analysis is set forth in Paragraphs 13 through 31 of the accompanying supporting declaration. See *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008); see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 409 (2010) (noting, the plaintiff on preliminary approval must offer a record allowing "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation."). As detailed in the supporting declaration, Defendants have made a significant settlement payment that will adequately and fairly compensate class members for their respective damages.

iii. The Experience and Views of Counsel

"Parties represented by counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litig.*, 47 F. 3d 373, 378 (9th Cir. 1995). Here, competent and experienced counsel who have extensive experience both prosecuting and defending numerous wage and hour class actions alleging similar claims, represent Plaintiffs. (**Bouayad Decl. ¶¶ 9-11, 40-41.**)

4. The Preliminary Approval Standard is Met

The Court can grant preliminary approval of a proposed class action settlement and direct notice be given to the class if the settlement: (1) falls within the range of possible approval, (2)

appears to be the product of serious, informed negotiations; and (3) has no obvious defects. See Manual for Complex Litig., § 30.41 (3rd Ed. 1995); Newberg on Class Actions, § 11:24-25 (4th Ed. 2013). Here, Plaintiffs and counsel gave serious consideration to all facts and arguments and concluded the Settlement is fair and reasonable. In fact, the GSA for the W-2 Worker Sub-Class represents 83% of the estimated reasonable value of the class claims; and the GSA for the Independent Contractor Sub-Class represents 81% of the estimated reasonable value of the class claims, which puts both within the “ballpark” of reasonableness. (**Bouayad Decl. ¶¶14, 24.**) Because the Settlement is devoid of obvious deficiencies, the Court may preliminarily approve the Settlement.

B. The Court Should Conditionally Certify the Settlement Class

Class certification is appropriate where (1) the class is ascertainable and sufficiently numerous; (2) common questions of law and fact predominate over individual issues such that class certification is most efficient; (3) the plaintiff’s claims are typical of those of absent class members; and (4) the plaintiff’s and their counsel will fairly and adequately represent the class. Code of Civ. Proc. § 382, *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1021 (2012).

1. The Proposed Class is Ascertainable and Numerous

A class is ascertainable where the members “may be readily identified without unreasonable expense or time by reference to official [or business] records.” See *Sevidal v. Target Corp.*, 189 Cal. App. 4th 905, 916 (2010). Here, the proposed class has been and is capable of being ascertained from Defendant’s records. There are an estimated 421 putative class members working a total of 21,814 workweeks of which 27 are included in the independent contractor sub-class and 394 are included in the W-2 Worker Sub-Class. (**Bouayad Decl., ¶7.**) Numerosity is therefore satisfied.

2. Common Questions of Law and Fact Predominate

The focus for certification is not the merits of the case, but rather whether “common or individual” questions are likely to arise in the action. *Sav-On Drug Store, Inc. v. Superior Court*,

34 Cal. 4th 319, 327 (2004). Commonality is met if plaintiff’s and class members’ claims “depend upon a common contention . . . capable of class-wide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Here, Plaintiffs’ claims concern the application of employment policies and payroll procedures, issues commonly deemed proper for purposes of class certification and capable of being resolved together rather than through a series of individual cases concerning the same or similar employee experiences. See, e.g., *Benton v. Telecom Network Specialists, Inc.*, 220 Cal. App. 4th 701, 726 (2013) (reversing denial of certification of meal and rest period claims); *Faulkinbury v. Boyd & Associates, Inc.* 216 Cal. App. 4th 220, 240 (2013) (certifying regular rate claim).

3. Plaintiffs’ Claims are Typical

Typicality is satisfied where class representatives have claims typical of those of the other class members. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal. App. 3d 1341, 1347 (1987). Here, Plaintiffs claims are typical of those of other class members they seek to represent. Plaintiff Pham was treated by Defendant as an independent contractor and therefore has claims typical of the “Independent Contractor Sub-Class” (see **Pham Decl., ¶2**); and Plaintiff Bennet, who was treated as non-exempt employee by Defendant has claims typical of the “W-2 Worker Sub-Class” (see **Bennett Decl., ¶2**). Plaintiffs allege they were aggrieved by the same challenged policies that resulted in alleged losses to their respective sub-classes. In sum, Plaintiffs’ employment claims are typical of those of other class members.

4. Plaintiffs/Counsel Will Fairly and Adequately Represent the Class

The adequacy requirement examines conflicts of interest between the named parties and the Counsel, and the classes they seek to represent. *Capital People First v. State Dept. of Dev. Serv.*, 155 Cal. App. 4th 676, 697 (2007). Neither Plaintiffs nor proposed class counsel have a conflict with the class. Plaintiffs elected to file a class action as opposed to an individual lawsuit or administrative claim out of a sense of initiative and responsibility to former coworkers.

Further, service awards to Plaintiffs Pham (\$10,000.00) and Bennett (\$6,000.00) out of the \$396,000 total settlement is not disproportionate that it renders Plaintiffs inadequate. Plaintiffs will provide further justification for the service award as requested at the final approval stage.

Adequacy is satisfied for purposes of certification. Plaintiffs respectfully ask that the Court appoint Gregory D. Wolflick and Adam N. Bouayad of Workplace Rights Law Group, LLP as Class Counsel and Plaintiffs Pham and Bennett as the class representatives.

C. The Court Should Order Distribution of the Class Notice Materials

To satisfy due process, notice to class members must be ‘the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” *Duran v. Obesity Research Institute, LLC*, 1 Cal. App. 5th 635, 647 (2016). Here, the class notice and associated notice procedure addressed herein satisfies California Rules of Court, rule 3.766(d) as the most reliable and cost-effective method of notifying class members of the Settlement. Class members are afforded information about the case, the key terms of Settlement, the deadline to opt-out or object, the recovery formula, and their estimated individual settlement share, the final approval hearing, advises class members they will be bound by the Settlement if they do not affirmatively opt out. The class notice further advises the class of the final fairness hearing and provides the contact information for all counsel of record and the Administrator.

Furthermore, the class notice (and the Settlement itself) contains customary and standard terms for a wage and hour class action, warranting approval.

IV. CONCLUSION

Plaintiffs request the Settlement be preliminarily approved, the class notice be approved and ordered for distribution to the class, the selected Administrator be approved, Workplace Rights Law Firm, LLP be confirmed as class counsel, the named plaintiffs be confirmed as class representatives, and a final approval bearing date be set on a date convenient with this Court at which time Plaintiffs will file a motion for final approval of class action settlement, including a

1 request for attorneys' fees, service award, and appropriate costs.

2 Respectfully submitted,

3 **WORKPLACE RIGHTS LAW GROUP, LLP**

4
5 Dated: August 24, 2026

By: 

6 _____
7 GREGORY D. WOLFLICK
8 ADAM N. BOUAYAD
9 Attorneys for Plaintiffs,
10 TIEN PHAM and CHASITY BENNETT
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 130 North Brand Boulevard, Suite 410, Glendale, California 91203.

On **August 24, 2026**, I served the foregoing document described as
**PLAINTIFFS' NOTICE OF UNOPPOSED MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION/PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**
[Filed concurrently with Declaration of Adam N. Bouayad; and [Proposed] Order]

on the interested parties set out as follows, by the method indicated below:

Brian M. Noh, Damien DeLaney Akerman LLP 601 West 5 th Street, Suite 300 Los Angeles, CA 90071 Tel: 213-553-5940 brian.noh@akerman.com damien.delaney@akerman.com carol.corder@akerman.com Attorneys for Defendants	
---	--

XXX (BY EMAIL) Pursuant to Code of Civil Procedure Sec. 1010.6(b)(2), '(2) A person represented by counsel, who has appeared in an action or proceeding, shall accept electronic service of a notice or document that may be served by mail, express mail, overnight delivery, or facsimile transmission.'

XXX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **August 24, 2026**, at Glendale, California.



Geri Johnston