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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 VICTOR BERDUO LOPEZ, an individual; on
13 behalf of himself and all others similarly situated;

14 Plaintiff,

15 v.

16 DEMEJICO, INC., a California Corporation;
17 and DOES 1 through 20, inclusive;

18 Defendants.

Case Number: 21STCV47543

[Honorable Stuart M. Rice; Department. 1]

**PLAINTIFF VICTOR BERDUO LOPEZ'S
NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT;**

**MEMORANDUM OF POINTS AND
AUTHORITIES;**

*[Filed concurrently with Declaration of Sarkis
Sirmabekian, Esq.; and [Proposed] Order]*

Hearing:

Date: December 21, 2022

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: December 29, 2021

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

22
23 **PLEASE TAKE NOTICE** that pursuant to *Rule 3.769 of the California Rules of Court*, on
24 December 21, 2022 at 10:30 a.m., in Department 1 of the Spring Street Courthouse, located at 312 N.
25 Spring Street, Los Angeles, California 90012, Plaintiff VICTOR BERDUO LOPEZ ("Plaintiff"),
26 individually and on behalf of all similarly situated class of individuals, will and herby does move this
27 Court for:
28

1. Preliminary approval of the proposed class settlement of this lawsuit;
2. Pursuant to *Section 382 of the California Code of Civil Procedure*, provisional certification of the Class defined as follows:

“Plaintiff and all current and former hourly non-exempt employees of Defendant within California at any time during the period from November 17, 2017 through November 30, 2022.”
3. Preliminary appointment of Plaintiff VICTOR BERDUO LOPEZ as class representative;
4. Preliminary appointment of Sarkis Sirmabekian, Esq. of the Sirmabekian Law Firm, PC as Class Counsel;
5. The scheduling of a hearing to consider whether the class settlement should be finally approved and to award an amount for the Class Representative Enhancement Payment and attorneys’ fees and costs to Class Counsel;
6. Appointment of “Phoenix Class Action Administration Solutions” as the third-party settlement administrator for mailing notices; and
7. Approval of the proposed Notice of Class Action Settlement and Exclusion Form, and an order that they be disseminated to the proposed Class Members as provided in the *JOINT STIPULATION FOR CLASS ACTION SETTLEMENT* (“Settlement Agreement”), executed on September 14, 2022.

This motion is based on this notice of motion, the attached memorandum of points and authorities, the supporting Declarations of Sarkis Sirmabekian, Esq., and the exhibits attached thereto, the pleadings and other papers filed in this action, and on any further oral or documentary evidence or argument presented at the time of hearing.

DATED: November 23, 2022

SIRMABEKIAN LAW FIRM, PC

By: 
Sarkis Sirmabekian, Esq.
Attorney for Plaintiff

TABLE OF CONTENTS

I. INTRODUCTION	5
II. SUMMARY OF THE LITIGATION	6
III. SUMMARY OF THE SETTLEMENT	8
A. Terms of the Settlement	8
B. Notice to Class Members	11
C. Disputes, Exclusion Process and Objections	12
D. Proposed Release	13
IV. LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL	14
A. Provisional Certification of the Class is Appropriate	14
1. The Proposed Class is Numerous and Ascertainable	14
2. A Well-Defined Community of Interest Exists Among Class Members	14
a. Common Questions Predominate	15
b. Plaintiff's Claims are Typical of the Class Claims	16
c. Plaintiff and Plaintiff's Counsel Will Adequately Represent The Interests of The Proposed Class	17
3. A Class Action Is Superior to A Multitude of Individual Lawsuits	17
B. The Proposed Settlement Meets the Standards for Preliminary Approval	18
1. The Settlement is Entitled to a Presumption of Fairness	18
a. The Settlement Is the Result of Arm's-Length Negotiations	18
b. Class Counsel Conducted Sufficient Investigation And Discovery	19
c. Class Counsel is Experienced in Similar Litigation	19
2. The Proposed Settlement is Reasonable Given the Strengths of Plaintiff's Claims and the Risks and Expense of Litigation	20
a. Risk Analysis	21
C. The Requested Class Representative Enhancement Payment	23
D. The Requested Attorneys' Fees	24
V. CONCLUSION	25

TABLE OF AUTHORITIES

CASES

<i>Amaral v. Cintas Corp. No. 2</i> (2008), 163 Cal.App.4 th 1157	22
<i>Baker v. American Horticulture Supply, Inc.</i> (2010) 186 Cal.App.4 th 1059	22
<i>Bell v. Farmers Ins. Exch.</i> (2004), 115 Cal.App.4 th 715	23
<i>Brinker Restaurant Corp. v. Superior Court</i> (2012), 53 Cal.4 th 1004	14, 15, 17, 21
<i>Capitol People First v. Dept. of Developmental Services</i> (2007), 155 Cal.App.4 th 676	17
<i>Cellphone Termination Fee Cases</i> (2010), 186 Cal.App.4 th 1380.....	18, 24
<i>Chavez v. Netflix, Inc.</i> (2008), 162 Cal.App.4 th 43	25
<i>Classen v. Weller</i> (1983), 145 Cal.App.3d 27	16
<i>Dunk v. Ford Motor Co.</i> (1996), 48 Cal.App.4 th 1794	18
<i>Fireside Bank v. Superior Court</i> (2007), 40 Cal.4 th 1069.....	14
<i>Ghazaryan v. Diva Limousine, Ltd.</i> (2008), 169 Cal.App.4 th 1524.....	17
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008), 168 Cal.App.4 th 116.....	19
<i>Linder v. Thrifty Oil Co.</i> (2000), 23 Cal.4 th 435, 446	17
<i>Munoz v. BCI Coca-Cola Bottling Co.</i> (2010), 186 Cal.App.4 th 399	19
<i>North County Contractor's Ass'n., Inc. v. Touchstone Ins. Serv.</i> (1994), 27 Cal.App.4 th 1085.....	18
<i>Officers for Justice v. Civil Service Comm'n</i> (9th 1982) 688 F.2d 615.....	23
<i>Rebney v. Wells Fargo Bank</i> (1991), 220 Cal.App.3d 1117.....	20, 23
<i>Reyes v. Bd. of Supervisors</i> (1987), 196 Cal.App.3d 1263.....	14
<i>Richmond v. Dart Industries, Inc.</i> (1981), 29 Cal.3d 462.....	15
<i>Sav-On Drug Stores, Inc. v. Superior Court</i> (2004), 34 Cal.4 th 319.....	15, 24
<i>Wershba v. Apple Computer, Inc.</i> (2001), 91 Cal.App.4 th 224.....	20

STATUTES

Cal. Lab. Code § 226	15, 16
Cal. Lab. Code § 2699	22

TREATISES

Conte & Newberg, <i>Newberg on Class Actions</i> , §§ 11.26 (4 th ed. 2002)	18
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff VICTOR BERDUO LOPEZ (“Plaintiff”) respectfully request that this Court grant
4 preliminary approval of the proposed class action settlement of claims against Defendant DEMEJICO,
5 INC. (“Defendant”) (collectively with Plaintiff, the “Parties”), pursuant to *California Rules of Court*
6 (*“CRC”*) 3.769(d) and (e). The basic terms of the Joint Stipulation for Class Action Settlement
7 (“Settlement Agreement”) provide for the following:

- 8 (1) A Gross Settlement Amount of Forty Thousand Dollars and Zero Cents (\$40,000.00);
9 (2) Reasonable attorneys’ fees of up to, and not in excess of, 33.33% of the Gross Settlement
10 Amount in the amount of Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-
11 Three Cents (\$13,333.33);
12 (3) Reimbursement of any costs and expenses incurred from prosecution of this action by Class
13 Counsel of up to One Thousand Five Hundred Dollars and No Cents (\$1,500.00), which shall
14 be paid from the Gross Settlement Amount;
15 (4) A Class Representative Enhancement Payment up to Five Thousand Dollars and No Cents
16 (\$5,000.00) from the Gross Settlement Amount;
17 (5) Claims Administration Expenses not to exceed Five Thousand Dollars and No Cents
18 (\$5,000.00) to be paid out of the Gross Settlement Amount;
19 (6) An LWDA/PAGA payment shall be allocated and paid from the Gross Settlement Amount in
20 the amount of Five Thousand Dollars and No Cents (\$5,000.00) to the resolution of any Class
21 Members’ claims arising under PAGA. Seventy-five percent (75%) of this sum (\$3,750.00)
22 will be paid to the California Labor Workforce Development Agency (“LWDA”), and the
23 remaining twenty-five (25%) (\$1,250.00) will be allocated pursuant to the Settlement
24 Agreement and distributed to Class Members employed during the PAGA Period.¹ Declaration
25

26
27 ¹ On July 9, 2021, at my direction, my office gave notice to the LWDA via their website. The Proposed Settlement of
28 PAGA case form was completed with the required information and a copy of the Settlement Agreement was uploaded. Both the Proposed Settlement of PAGA case form and the uploaded copy of the Settlement Agreement were then submitted to the LWDA via their website. *Sirmabekian Decl.* ¶ 41.

1 of Sarkis Sirmabekian, Esq. In Support of Plaintiff's Unopposed Motion for Preliminary
2 Approval of Class Action Settlement.

3 (7) The Class is estimated to consist of approximately twenty-five (25) individuals. *Sarkis Decl.*
4 ¶15.

5 As discussed below, the proposed settlement satisfies all criteria for preliminary approval
6 under California law and falls well within the range of reasonableness. The settlement was reached
7 through informed, arms-length bargaining at and after mediation between experienced attorneys. As
8 a result, Plaintiff respectfully requests that the Court grant preliminary approval of the settlement,
9 conditionally certify the proposed Class for settlement purposes only, appoint Plaintiff as the Class
10 Representative, appoint Plaintiff's counsel as Class Counsel, appoint Phoenix Class Action
11 Administration Solutions as the Settlement Administrator, authorize the Settlement Administrator to
12 send the Notice to Class Members, and set a final approval hearing date.

13 **II. SUMMARY OF THE LITIGATION**

14 This matter was initially filed as an individual and PAGA lawsuit on November 17, 2021,
15 alleging wage and hour violations against Defendant. However, the Parties later agreed to settle the
16 case as a class action lawsuit. *Sarkis Decl.* ¶6.

17 On December 29, 2021, Plaintiff filed this class action lawsuit against Defendant in the
18 Superior Court of the State of California, County of Los Angeles, alleging violations of California
19 wage and hour laws. The operative Complaint alleges causes of action for: (1) Failure to Pay Minimum
20 Wage (Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198, et seq.); (2) Failure to Pay Overtime
21 Compensation (Cal. Lab. Code §§ 1198 & 510, et seq.); (3) Failure to Pay Meal Period Compensation
22 (Cal. Lab. Code §§ 226.7, 512(a) & 1198 et seq.); (4) Failure to Pay Rest Period Compensation (Cal.
23 Lab. Code §§ 226.7 & 1198 et seq.); (5) Failure to Pay Wages Upon Discharge (Cal. Lab. Code §§
24 201 & 202, et seq.); (6) Failure to Furnish Accurate Wage and Hour Statements (Cal. Lab. Code §
25 226); (7) Failure to Indemnify (Cal. Lab. Code §2802); (8) Unfair Competition (Business and
26 Professions Code § 17200 et seq.); and (9) Violation of the Private Attorneys General Act of 2004
27 (California Labor Code §2698, et seq.); *Sarkis Decl.* ¶7.
28

1 On March 7, 2022, Defendant DEMEJICO, INC. filed a Notice of Appearance. *Sarkis Decl.*
2 ¶8. Defendant denies all material allegations set forth in the complaint and have asserted numerous
3 affirmative defenses. Notwithstanding, and in the interest of avoiding further litigation, the Parties
4 have agreed to fully and finally settle all actual or potential claims by the Class Members.

5 Class Counsel has diligently investigated the facts and claims alleged in the lawsuit, including
6 a thorough analysis of voluminous documents, interviews of putative Class Members, and an analysis
7 of the time and pay data informally produced by Defendant prior to and during the negotiations. Based
8 on their independent investigation and evaluation, Plaintiff and Class Counsel believe that this
9 Settlement is fair, reasonable, and adequate and is in the best interest of the Class. *Sarkis Decl.* ¶11;

10 On September 14, 2022, the Parties came to an agreement to settle both Plaintiff's individual
11 and class claims, in which the Parties stipulated to the material terms of the Settlement Agreement
12 now before this Court. Attached to the Declaration of Sarkis Sirmabekian, Esq. as "EXHIBIT 1" is a
13 true and correct copy of the "Joint Stipulation of Class Action Settlement" document, fully executed
14 on September 14, 2022 ("Settlement Agreement"). *Sarkis Decl.* ¶10; *Sarkis Decl. Exhibit 1.*

15 On October 20, 2022, the Superior Court of California for the County of Los Angeles ordered
16 that the Individual/PAGA Action and Class Action be related and then consolidated for all purposes,
17 with the Class Action designated as the lead case. *Sarkis Decl.* ¶13.

18 The Parties expressly acknowledge that the Settlement Agreement was entered into solely for
19 the purpose of compromising significantly disputed claims and that nothing in the Settlement
20 Agreement is an admission of liability or wrongdoing by Defendant. Prior to the agreement to settle,
21 the Parties informally exchanged voluminous information, including production of time and pay
22 records for a random sample of Class Members, policies, paystub exemplars, and class information.
23 The Settlement Agreement was a result of the Parties' arms-length negotiations. *Sarkis Decl.* ¶ 12.

24 The settlement discussions were conducted at arm's length, and the settlement is the result of
25 an informed and detailed analysis of Defendant's potential liability of total exposure in relation to the
26 costs and risks associated with continued litigation. Based on documents produced by Defendant
27 pursuant to formal and informal discovery, as well as Class Counsels' own independent investigation
28 and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and

on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. *Sirmabek Decl.* ¶10.

III. SUMMARY OF THE SETTLEMENT

A. Terms Of the Settlement

Within thirty (30) calendar days of the Effective Date, Defendant shall deposit the Gross Settlement Amount in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00). *Settlement Agreement* ¶24. “Gross Settlement Amount” means the maximum settlement amount (\$40,000.00) (“Gross Settlement Amount”), which has been and/or will be paid by Defendant in full satisfaction of all claims arising from the Class Action. *Id. at* ¶12. The payment shall be deposited with the Claims Administrator who will deposit the funds into an interest-bearing trust account referred to as the Qualified Settlement Fund account from which the Claims Administrator will have authority to distribute money in accordance with the terms of this Settlement Agreement. The employer’s share of the payroll taxes, which shall be paid in addition to the Gross Settlement Amount, will be made with the assistance of the Claims Administrator to calculate the appropriate amount of the employer’s share of the payroll taxes. *Id. at* ¶24.

The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment, Claims Administration Expenses, Class Counsel Fees and Cost, and PAGA penalties in the amount of Five Thousand Dollars (\$5,000.00) of which 75% or Thirty-Seven Thousand Five Hundred Dollars (\$3,750.00) will be paid to the Labor Workforce Development Agency (“LWDA”) and 25% or One Thousand Two Hundred and Fifty Dollars (\$1,250.00) to Participating Class Members. Defendant will pay the employer’s share of payroll taxes, as applicable, in addition to the Gross Settlement Amount. *Id. at* ¶12.

“Individual Settlement Payment” means each Participating Class Member’s share of the Net Settlement Amount, to be distributed to Plaintiff and Class Members who do not request exclusion from the settlement. Specific calculations of Individual Settlement Payments will be made as follows:

- a. Defendant will provide the Claims Administrator with the total number of workweeks for

1 each Class Member.

2 b. The Claims Administrator will divide the Net Settlement Amount by the total number of
3 workweeks ("Work Week Rate Amount") and then multiply this amount by each Class
4 Member's total number of workweeks to yield that employee's Net Settlement Payment.

5 c. In the event a Class Member submits a timely Request for Exclusion from the settlement,
6 his/her share of the settlement will be added to the Net Settlement Amount. For payment
7 of PAGA penalties, the Claims Administrator will divide \$1,250.00 by the total number of
8 workweeks in the Aggrieved Employees' Class Period, and then multiply this amount by
9 each Class Member's total number of workweeks worked in the Aggrieved Employees'
10 Class Period to yield that employee's share of the PAGA penalties.

11 d. Class Member may not opt out of the settlement of PAGA penalties. *Id. at* ¶29.

12 The Parties agree to cooperate in the administration of the settlement and to make all
13 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
14 Settlement. *Settlement Agreement* ¶32. Within ten (10) calendar days of Defendant depositing the
15 Gross Settlement Amount as set forth above, the Claims Administrator will issue payments to (1)
16 Participating Class Members; (2) Plaintiff; (3) Class Counsel; and payment to LWDA. The Claims
17 Administrator will also issue a payment to itself for Court-approved services performed in connection
18 with the settlement. *Id. at* ¶42.

19
20 Individual settlement checks paid to participating Class Members will be valid for 180 days.
21 Participating Class Members will have one hundred eighty (180) calendar days from the date of
22 issuance of the check to cash their check. For any check not cashed after 180 calendar days, the Claims
23 Administrator will send the amount represented by the check to the California State Controller
24 Unclaimed Property, with the identity of the Participating Class Member to whom the funds belong,
25 to be held for the participating Class Member per California Unclaimed Property Law, in the interest
26 of justice. The money paid to the California State Controller Unclaimed Property will remain the
27 Participating Class Member's property. This will allow Participating Class Members who did not cash
28 their checks to collect their Individual Settlement Amounts at any time in the future. Therefore, there

1 will be no unpaid residue or unclaimed or abandoned class member funds, and the California Code of
2 Civil Procedure section 384 shall not apply. The funds will be held by the State until claimed by the
3 employee and the uncashed check never ceases to be the employee's property. *Settlement Agreement*
4 *at ¶43.*

5 All Individual Settlement Payments will be allocated as follows: Twenty-Five Percent (25%)
6 of each Individual Settlement Payment will be allocated for the settlement of wage claims; Five
7 Percent (5%) of each Individual Settlement Payment will be allocated for the settlement of penalties;
8 and the remaining Seventy Percent (70%) will be allocated to the settlement of claims for interest and
9 non-wage statutory damages. The portion allocated to wages in each Individual Settlement Payment
10 will be reported on an IRS Form W-2 and the portion allocated to interest and penalties will be reported
11 on an IRS Form-1099 by the Claims Administrator. *Settlement Agreement at ¶46.*

12 The Claims Administrator will be responsible for issuing to Plaintiff, Participating Class
13 Members, Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be required by law
14 for all amounts paid pursuant to this Settlement Agreement. The Claims Administrator will also be
15 responsible for forwarding all payroll taxes and other legally required withholdings, and related
16 reporting, to the appropriate government authorities. *Id. at ¶47.*

17 For any portion of the Class Members' Individual Settlement Payments that are designated as
18 "wages" for purposes of tax reporting, the employer's taxes, employer contributions of all federal,
19 state, and local taxes (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition
20 to the Gross Settlement Amount, via and with the Claims Administrator's assistance. *Id. at ¶48.*

21 The Settlement Agreement sets forth the following distribution schedule:

- 22 • Within thirty (30) calendar days of the Effective Date, Defendant shall deposit the
23 Gross Settlement Amount in the amount of Forty Thousand Dollars and Zero Cents
24 (\$40,000.00). *Id. at ¶24.*
- 25 • Within ten (10) calendar days of Defendant depositing the Gross Settlement
26 Amount as set forth above, the Claims Administrator will issue payments to (1)
27 Participating Class Members; (2) Plaintiff; (3) Class Counsel; and payment to
28 LWDA. The Claims Administrator will also issue a payment to itself for Court-

1 approved services performed in connection with the settlement. *Id. at* ¶42.

- 2 • The Claims Administration Expenses will be paid from the Gross Settlement
3 Amount. *Id. at* ¶27.

4 All payments that Defendants are required to make pursuant to the Settlement Agreement,
5 excluding employer's portion of all payroll taxes, shall be made from the Gross Settlement Amount.
6 *Id. at* ¶12. "Net Settlement Amount" mean the maximum amount available for distribution to the
7 Class Members, after deduction of Class Counsel Fees and Costs, Class Representative Enhancement
8 Payment, Claims Administration Expenses, and \$3,750.00 as PAGA penalties from the Gross
9 Settlement Amount. *Id. at* ¶14. The Net Settlement Amount will be used to satisfy Individual
10 Settlement Payments to Participating Class Members from the Settlement Class in accordance with
11 the terms of this Agreement. *Id. at* ¶28.

12 **B. Notice To Class Members**

13 The Parties agree to cooperate in the administration of the settlement and to make all
14 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
15 Settlement. *Settlement Agreement* ¶32. Within fifteen (15) calendar days of Preliminary Approval,
16 Defendant will provide the Class List to the Claims Administrator. *Id. at* ¶33. Within five (5) calendar
17 days after receiving the Class List from Defendant, the Claims Administrator will mail the Notice to
18 all Class Members via regular First-Class U.S. Mail. *Id. at* ¶34.

19 Prior to mailing, the Claims Administrator will perform a search based on the National Change
20 of Address Database for information to update and correct for any known or identifiable address
21 changes. Any Notice returned to the Claims Administrator as non-deliverable on or before the
22 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address,
23 and the Claims Administrator will indicate the date of such re-mailing on the Notice. If no forwarding
24 address is provided, the Claims Administrator will promptly attempt to determine the correct address
25 using a skip-trace, or other search using the name, address and/or Social Security number of the Class
26 Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-
27 mailed Notice will have between the latter of (i) an additional fifteen calendar (15) days or (ii) the
28 Response Deadline to fax or postmark a Request for Exclusion, submit an objection to the Settlement

1 or dispute workweeks. *Id. at* ¶35.

2 All Class Members will be mailed the Notice. The Notice will provide: (1) information
3 regarding the nature of the Action, (2) a summary of the Settlement's principal terms, (3) the
4 Settlement Class definition, (4) each Class Member's number of workweeks worked during the Class
5 Period, (5) each Class Member's estimated Individual Settlement Payment; (6) the dates which
6 comprise the Class Period, (7) instructions on how to submit valid Requests for Exclusion, objections
7 or dispute workweeks, (8) the deadlines by which the Class Member must fax or postmark Request
8 for Exclusions, submit objections to the Settlement or dispute workweeks, and (9) the claims to be
9 released, as set forth in this Settlement Agreement. *Id. at* ¶36. The Class Notice and accompanying
10 Exclusion Form are attached as Exhibit 1 to the [Proposed] Order, and explicitly subject to Court
11 approval. *See [Proposed] Order Exhibit 1.*

12 **C. Disputes, Exclusion Process and Objections**

13 Any Class Member wishing to opt out from the Settlement Agreement must sign and fax or
14 postmark a written Request for Exclusion to the Claims Administrator within the Response Deadline.
15 The date of the fax or postmark on the return mailing envelope will be the exclusive means to
16 determine whether a Request for Exclusion has been timely submitted. The Parties to this Agreement
17 and their counsel agree that they will not solicit or encourage Class Members to opt-out or object to
18 this Settlement Agreement). *Id. at* ¶37.

19 If a Class Member's Request for Exclusion is defective as to the requirements listed in this
20 Settlement Agreement, that Class Member will be given an opportunity to cure the defect(s). The
21 Claims Administrator will mail the Class Member a cure letter within three (3) calendar days of
22 receiving the defective submission to advise the Class Member that his or her submission is defective
23 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will
24 have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure
25 letter to fax or postmark a revised Request for Exclusion. *Id. at* ¶38.

26 Any Class Member who does not affirmatively opt out of the Settlement Agreement by
27 submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those
28 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if it

1 grants final approval to the Settlement. *Id. at* ¶39.

2 To object to the Settlement Agreement, a Class Member may not submit a Request for
3 Exclusion and must mail a valid Notice of Objection to the Claims Administrator by the Response
4 Deadline. The Claims Administrator will notify counsel for the Parties forthwith via email. Class
5 Counsel will lodge the objection with the Court. The Notice of Objection must be signed by the Class
6 Member and contain all information required by this Settlement Agreement. The postmark date of the
7 mailing will be deemed the exclusive means for determining that the Notice of Objection is timely.
8 Class Members who wish to object will have a right to appear at the Final Approval Hearing, with or
9 without counsel at his/her own expense, in order to have their objections heard by the Court. At no
10 time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
11 submit written objections to the Settlement Agreement or appeal from the Final Approval Order and
12 Judgment. *Id. at* ¶40.

13 **D. Proposed Release**

14 Upon the date the Court enters an order granting final approval of the Settlement and Defendant
15 fully funds the Gross Settlement Amount, all Class Members who do not timely submit a valid Request
16 for Exclusion do and will be deemed to have fully, finally and forever released, settled, compromised,
17 relinquished, waived, and discharged any and all of the Released Parties of and from any and all
18 Released Claims accruing during the Class Period. In addition, on the date the Court enters an order
19 granting final approval of the settlement, all Class Members who do not timely submit a valid Request
20 for Exclusion and all successors in interest will be barred from prosecuting or participating in any and
21 all Released Claims against the Released Parties. *Id. at* ¶51.

22 In addition to the releases made by the Settlement Class Members, Plaintiff makes the
23 additional general release of all claims, known or unknown, in exchange and consideration of the
24 Enhancement Payment. This General Release includes any unknown claims Plaintiff does not know
25 or suspect to exist in their favor at the time of this General Release, which, if known by them, might
26 have affected his settlement with, and release of, the Released Parties or might have affected their
27 decision not to object to this Settlement or this Release. To the extent the foregoing releases are
28 releases to which Section 1542 of the California Civil Code or similar provisions of other applicable

1 law may apply, Plaintiff expressly waives any and all rights and benefits conferred upon them by the
2 provisions of Section 1542 of the California Civil Code or similar provisions of applicable law. The
3 significance of this release and waiver of Civil Code Section 1542 has been explained to Plaintiff by
4 his counsel. Release by Plaintiff expressly excludes any claims for workers compensation against
5 Defendant *Id. at* ¶52.

6 **IV. LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL**

7 **A. Provisional Certification of The Class Is Appropriate**

8 California law authorizes class certification when a class representative has proven the
9 existence of an ascertainable and sufficiently numerous class, a well-defined community of interest
10 among class members, and certification is a fair and efficient means of adjudicating the action,
11 rendering proceeding as a class superior to alternative means. *Brinker Restaurant Corp. v. Superior*
12 *Court* (2012), 53 Cal.4th 1004 at 1021.

13 **1. The Proposed Class Is Numerous and Ascertainable**

14 Whether a class is “ascertainable” is “determined by examining (1) the class definition, (2) the
15 size of the class, and (3) the means available for identifying class members.” *Reyes v. Bd. of*
16 *Supervisors* (1987), 196 Cal.App.3d 1263, 1271. In this case, the proposed Class consists of “Plaintiff
17 and all current and former hourly non-exempt employees of Defendant within California at any time
18 during the period from November 17, 2017 through November 30, 2022”; *Sarkis Decl. ¶12; and*
19 *Settlement Agreement ¶7*. The Class consists of 25 individuals, making joinder of all Class Members
20 impracticable. Further, the class is readily ascertainable from Defendants’ business records because
21 all Class Members are current or former employees of Defendants. *Sarkis Decl. ¶18*.

22 Class Counsel are not aware of any class, representative or other collective action in any other
23 court in this or any other jurisdiction that asserts claims similar to those asserted in this action on
24 behalf of a class or group of individuals some or all of whom would also be members of the class
25 defined in this action. *Sirmabek Decl. ¶14*.

26 **2. A Well-Defined Community of Interest Exists Among Class Members**

27 “[T]he ‘community of interest requirement embodies three factors: (1) predominant common
28 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)

1 class representatives who can adequately represent the class.” (*Fireside Bank v. Superior Court*
2 (2007), 40 Cal.4th 1069, 1089 (quoting *Richmond v. Dart Industries, Inc.* (1981), 29 Cal.3d 462, 470).
3 The application of each of these factors is discussed below.

4 **a. Common Questions Predominate**

5 To assess whether common questions predominate, courts focus on whether the theories of
6 recovery advanced are likely to prove amenable to class treatment. *Sav-On Drug Stores, Inc. v.*
7 *Superior Court* (2004), 34 Cal.4th 319, 327. In other words, courts determine whether the elements
8 necessary to establish liability are susceptible of common proof, even if the class members must
9 individually prove their damages. *Brinker*, 53 Cal.4th at 1021-1022, 1024. Here, there are common
10 questions of law and fact including, but not limited to, the following: Whether Plaintiff and each
11 member of the Class were not paid minimum wage for each hour worked or part thereof during which
12 they were required to perform acts at the direction and for the benefit of Defendant; Whether
13 Defendant engaged in a pattern or practice of failing to pay Plaintiff for the total hours worked during
14 the Class period; Whether Defendant violated Labor Code § 2267.7 and/or § 512 and engaged in a
15 pattern or practice of failing to provide timely, off-duty thirty (30) minute meal periods to Plaintiff
16 and members of the Class during the Class period; Whether Defendant engaged in a pattern or practice
17 of impeding Plaintiff and the members of the Class during the Class period from taking statutory off-
18 duty thirty (30) minute meal periods on a timely basis; Whether Defendant engaged in a pattern or
19 practice of failing to properly compensate Plaintiff and the members of the Class during the Class
20 period for missed, untimely or on-duty meal periods as required by California law; Whether Defendant
21 violated IWC” Order No. 17, §9 by failing to provide Plaintiff and the members of the Class with
22 timely off-duty thirty (30) minute meal periods; Whether Defendant engaged in unfair practice and
23 violated California Business and Professions Code §17200 by failing to provide Plaintiff and the
24 members of the Class who worked as employees in California during the Class period with their
25 statutory off-duty meal periods on a timely basis; Whether Defendant maintained accurate time records
26 of off-duty thirty (30) minute meal breaks taken by Plaintiff and members of the Class during the Class
27 period; Whether Defendant violated Labor Code § 226(a) by issuing inaccurate itemized wage
28 statements to Plaintiff and members of the Class that failed to include payments for missed, untimely,

1 and/or on-duty meal periods among wages earned throughout the Class period; Whether Defendant
2 violated Labor Code § 226 by issuing inaccurate itemized wage statements to Plaintiff and members
3 of the Class to the detriment of Plaintiff and the Class; Whether Defendant failed to provide ten (10)
4 minute, uninterrupted rest periods as contemplated by California law for work periods in excess of
5 four (4) hours or every major fraction thereof; Whether Defendant engaged in a pattern or practice of
6 failing to properly compensate Plaintiff and the members of the Class during the Class period for
7 failing to provide ten (10) minute, uninterrupted rest periods as contemplated by California law for
8 work periods in excess of four (4) hours; Whether Defendant engaged in a pattern or practice of failing
9 to pay appropriate amounts of overtime pay to Plaintiff and the Class for hours worked in excess of
10 eight (8) hours in a day; Whether Defendant violated § 510 of the Labor Code by failing to pay
11 overtime pay to Plaintiff and the Class for hours worked in excess of eight (8) hours in a day; Whether
12 Defendant violated the applicable Wage Order of the IWC by failing to pay overtime to Plaintiff and
13 the Class for hours worked in excess of eight (8) hours in a day; Whether Defendant violated Labor
14 Code §§ 218.5, 204, 1197, and 1198 due to failure to compensate Plaintiff and the Class for those acts
15 Defendant required Plaintiff and member of the Class to perform for the benefit of Defendant; and the
16 nature and extent of class-wide injury and the measure of damages for the injury. *Sarkis Decl.* ¶19.

17 **b. Plaintiff's Claims Are Typical of The Class Claims**

18 Typical claims rely on legal theories and facts that are substantially similar to other class
19 members. *See Classen v. Weller* (1983), 145 Cal.App.3d 27, 46. Here, Plaintiff alleges that Defendant
20 maintained company-wide employment practices that, among other things, deprived Class Members
21 of minimum wages, overtime wages, meal period compensation and/or rest period compensation.
22 *Sarkis Decl.* ¶20. For example, Plaintiff allege that Defendant failed to compensate Plaintiff for all
23 hours worked and Plaintiff's meal and/or rest breaks were either missed, short, late, or interrupted. *Id.*

24 In the instant case, Plaintiff's allegations present common legal and factual questions of, inter
25 alia, whether Defendant applied the same policies and/or practices regarding the foregoing to all Class
26 Members; whether those policies and/or practices or their implementation resulted in violations of
27 various laws; whether Defendant's conduct was intentional; and whether Class Members are entitled
28 to penalties. These questions could be resolved by using Defendant's payroll records, testimony from

1 Class Members, and testimony from corporate representatives. *Sarkis Decl.* ¶21. Thus, the Court can
2 and should exercise its discretion to grant conditional class certification here, for settlement purposes.
3 *See Brinker*, 53 Cal.4th at 1033 (“[c]laims alleging that a uniform policy consistently applied to a group
4 of employees is in violation of the wage and hour laws are of the sort routinely, and properly, found
5 suitable for class treatment.”).

6 **c. Plaintiff and Plaintiff’s Counsel Will Adequately Represent the**
7 **Interests of The Proposed Class**

8 Certification requires adequacy of both the proposed class representative and proposed class
9 counsel. With respect to the class representative, a plaintiff must adequately represent and protect the
10 interests of other members of the class and demonstrate that his or her claim is not inconsistent with
11 the claims of other members of the class. *See Capitol People First v. Dept. of Developmental Services*
12 (2007), 155 Cal.App.4th 676, 697. In the present case, Plaintiff and Plaintiff’s Counsel will adequately
13 represent the interests of the proposed class. Plaintiff’s interests are coextensive with the interests of
14 the Class. Plaintiff has already demonstrated his ability to advocate for the interests of the Class by
15 initiating this litigation and obtaining a fair settlement on behalf of himself and Class Members.
16 Likewise, the Sirmabekian Law Firm, PC have expended considerable time and effort on this case and
17 will continue to do so through final approval. *Sarkis Decl.* ¶22. Accordingly, Plaintiff VICTOR
18 BERDUO should be appointed Class Representative, and Sirmabekian Law Firm, PC should be
19 appointed Class Counsel.

20 **3. A Class Action Is Superior to A Multitude of Individual Lawsuits**

21 Class treatment is superior to other methods of adjudication when the probability is small that
22 each class member will come forward to prove his or her claim and when the class approach would
23 deter and redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000), 23 Cal.4th 435, 446;
24 *Ghazaryan v. Diva Limousine, Ltd.* (2008), 169 Cal.App.4th 1524, 1537-1538. Here, the Class
25 Members had little incentive to litigate wage and hour claims on an individual basis where the out-of-
26 pocket expense and personal commitment would outweigh the potential recovery. *See Section IV.B.2,*
27 *below.* Thus, a class action is the superior method of seeking relief. *Sarkis Decl.* ¶23.

B. The Proposed Settlement Meets the Standards for Preliminary Approval

Preliminary approval is warranted if the settlement falls within a “reasonable range.” *See North County Contractor’s Assn., Inc. v. Touchstone Ins. Serv.* (1994), 27 Cal.App.4th 1085, 89-90, *Conte & Newberg, Newberg on Class Actions*, §§ 11.26 (4th ed. 2002) (“Newberg”). 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.” *In re 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.*

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”; and (4) the percentage of objectors “is small.” *Dunk v. Ford Motor Co.* (1996), 48 Cal.App.4th 1794, 1802. The Settlement here already satisfies the first three factors. Plaintiff will analyze the fourth factor in his motion for final approval.

1. The Settlement is Entitled to a Presumption of Fairness

a. The Settlement is the Result of Arm’s-Length Negotiations

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. Here, On September 14, 2022, the Parties came to an agreement to settle both Plaintiff’s individual and class claims, in which the Parties stipulated to the material terms of the Settlement Agreement now before this Court. The Parties expressly acknowledge that the Settlement Agreement was entered into solely for the purpose of compromising significantly disputed claims and that nothing in the Settlement Agreement is an admission of liability or wrongdoing by Defendant. Prior to the agreement to settle, the Parties informally exchanged voluminous information, including production of time and pay records for a random sample of Class Members, policies, paystub exemplars, and class information. The Settlement Agreement was a result of the Parties’ good-faith arms-length negotiations. The settlement discussions were conducted at

arm's length, and the settlement is the result of an informed and detailed analysis of Defendant's potential liability of total exposure in relation to the costs and risks associated with continued litigation. Based on documents produced by Defendant pursuant to formal and informal discovery, as well as Class Counsels' own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. *Sarkis Decl.* ¶17.

b. Class Counsel Conducted Sufficient Investigation and Discovery

Plaintiff's Counsel conducted significant investigation of the facts and law during the prosecution of this action. In particular, Plaintiff's Counsel assessed the value of the class claims using production by Defendant of applicable policies and procedures and a sampling of data relevant to class claims. Plaintiff's Counsel analyzed all facts, theories, data, documents and information on which the Action is based to determine the merits of the class claims. *Sarkis Decl.* ¶24. Further, Plaintiff's Counsel interviewed and investigated the claims alleged in this lawsuit by speaking to Class Members, conducting interviews and gathering necessary declarations needed for class certification, and obtained time and payroll records to assess damages before mediation. *Sarkis Decl.* ¶25. Accordingly, Plaintiff's Counsel fully understood the strengths and weaknesses of the class claims before the parties reached the Settlement. *Sarkis Decl.* ¶26.

c. Class Counsel is Experienced in Similar Litigation

Plaintiff is represented by the Sirmabekian Law Firm, PC ("Class Counsel" and "Plaintiff's Counsel"). Class Counsel almost exclusively prosecutes wage and hour actions (including class actions) on behalf of hard-working California employees. Though Class Counsel is yet to obtain any class certification orders, Class Counsel, either on its own or with co-counsel, have served or are currently serving as Plaintiff's counsel of record in numerous different wage and hour class action cases. Thus, Class Counsel has extensive experience in similar litigation. *Sarkis Decl.* ¶3.

1 Furthermore, Class Counsel has trial experience, and has extensive wage and hour experience in
2 litigation, law and motion, deposition, summary judgment, and discovery. *Sarkis Decl.* ¶4.

3 **2. The Proposed Settlement Is Reasonable Given the Strengths of Plaintiff's**
4 **Claims and the Risks and Expense of Litigation**

5 Courts have discretion to approve class settlements by assessing several well-recognized
6 factors, including the “strength of plaintiffs’ case, risk, expense, complexity and likely duration of
7 further litigation and risk of maintaining the class action through trial.” *Munoz v. BCI Coca-Cola*
8 *Bottling Co.* (2010), 186 Cal.App.4th 399, 407; *see Kullar v. Foot Locker Retail, Inc.* (2008), 168
9 Cal.App.4th 116, 129.

10 While Plaintiff believed and continues to believe this is a strong case for certification, Plaintiff
11 and Plaintiff’s Counsel recognize the expense and length of continued proceedings necessary to litigate
12 the disputes through arbitration and through any possible appeals. Plaintiff has taken into account the
13 uncertainty and risk of the outcome of further litigation, the uncertain merits of class claims, and the
14 difficulties and delays inherent in litigation. Plaintiff and Plaintiff’s Counsel are also aware of the
15 burdens of proof necessary to establish liability for the class claims asserted in the present action, both
16 generally and in response to Defendant’s defenses thereto. Plaintiff has also taken into account the
17 extensive settlement negotiations conducted and Defendant’s agreement to enter into a Settlement that
18 confers substantial relief upon the Class Members, even though Defendant strenuously maintains that
19 it has fulfilled its obligations.

20 Conversely, Defendant has concluded that any further defense of this litigation would be
21 protracted and expensive for all parties. Substantial amounts of time, energy and resources of
22 Defendant has been spent and, unless the Settlement Agreement is agreed to, will continue to be
23 devoted to the defense of the claims asserted by the Class. Defendant has also taken into account the
24 risks of further litigation in reaching its decision. Accordingly, Defendant has agreed to settle in the
25 manner and upon the terms set forth in the Settlement Agreement to put to rest the claims set forth in
26 this action. In light of the foregoing, and despite the fact that the amount of the Class’ maximum
27 potential damages – if proven – is substantial, the legitimate and serious risk above compelled a
28 considerable discount for settlement.

1 **a. Risk Analysis**

2 A settlement does not have to provide 100% of the damages sought to be considered a fair and
3 reasonable settlement. *Rebney v. Wells Fargo Bank* (1991), 220 Cal.App.3d 1117, 1139. Rather,
4 compromise is expected:

5 Compromise is inherent and necessary in the settlement process...even if “the relief afforded
6 by the proposed settlement is substantially narrower than it would be if the suits were to be successfully
7 litigated,” this is no bar to a class settlement because “the public interest may indeed be served by a
8 voluntary settlement in which each side gives ground in the interest of avoiding litigation.”

9 *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4th 224, 250.

10 Here, Plaintiff’s Counsel calculated Defendant’s total potential exposure assuming Plaintiff
11 prevailed on all aspects of his claims at trial but weighed the value against the chance of succeeding
12 at class certification and trial. *Sarkis Decl.* ¶32. Plaintiff’s Counsel estimate of the total amount of
13 damages, monetary penalties or other relief that the class could reasonably expect to be awarded at
14 trial, taking into account the likelihood of prevailing and other risk totals. These estimates were
15 carefully weighed against the continued risk of proceeding to trial on the merits and failing to prevail
16 on claims. These estimates were further carefully weighed against the likelihood of the Court granting
17 certification to some or all of Plaintiff’s claims. Plaintiff, along with the advice of his counsel, weighed
18 the benefits of putting money into the pockets of several hundred California employees within several
19 months, with the cost and risk of continued litigation, and the possibility of appeal. *Sarkis Decl.* ¶33.

20 Defendant disputed the statistical analysis prepared by Plaintiff and also asserted that their
21 meal period policies were compliant with California law and that it did not prevent employees from
22 taking their timely meal periods. Defendant further contended that any analysis of alleged unpaid
23 overtime and unreimbursed business expenses would require an individualized inquiry of each
24 employee to determine whether there was any liability, such that class certification would not be proper
25 for these claims. *Sarkis Decl.* ¶34. *See also, Brinker Restaurant Corp. v. Super. Ct.* (2012), 53 Cal.
26 4th 1004.

27 Furthermore, Plaintiff realizes penalties are extremely discretionary, and are subject to
28 immense reduction by the Court, based on various factors that are different with each court. It is

1 additionally important to note that Defendant will claim penalties are derivative of the alleged failure
2 to pay overtime wages and reimbursement of overtime wages described above. Should Plaintiff fail to
3 prevail on his claims for damages, then the class would not be entitled to penalties. This decreases the
4 chances of ultimately obtaining an award of penalties, and factored into Plaintiff's analysis of
5 weighing risks and benefits of settlement at this juncture. *Sarkis Decl.* ¶35. Defendant will further
6 contend that wage statement penalties were not the result of a "knowing and intentional failure" by
7 Defendant to comply with *Cal. Lab. Code* § 226(a) as required by the statute, and that the employees
8 did not suffer injury for purposes of recovering penalties as required under *Cal. Lab. Code*
9 §226(e)(2)(B)(i) and (ii). Defendant will further contend that the alleged failure to timely pay final
10 wages was derivative of the claims that are in dispute, such that there was not a willful showing that
11 the employer knew of its obligation and intentionally refused to act. *Sarkis Decl.* ¶36. *See also, Baker*
12 *v. American Horticulture Supply, Inc.* (2010), 186 Cal.App.4th 1059, 1076.

13 The PAGA claims presented even greater hurdles. The Court would have discretion to reduce
14 the PAGA award based on whether the amount of the award would be "unjust, arbitrary and
15 oppressive, or confiscatory." *Cal. Lab. Code* § 2699(e)(2). In this case in particular, Plaintiff's
16 Counsel heavily discounted the PAGA claim based on the risk that Defendant would convince the
17 Court to dramatically reduce the PAGA penalties because Defendant made efforts to comply with
18 wage and hour laws through its employee handbook and there was no evidence that Defendant acted
19 with reckless disregard regarding the alleged claims. *Sarkis Decl.* ¶37. However, even if the Court
20 did not reduce the award based on discretionary factors, Defendant could argue that the "subsequent
21 violations" under PAGA only start to accrue after employers receive notice through a citation from
22 the Labor Commissioner. In that scenario, the PAGA penalties would reach only aggrieved employees
23 following the submission. *Sarkis Decl.* ¶38. *See also, Amaral v. Cintas Corp. No. 2* (2008), 163
24 Cal.App.4th 1157, 1209 (holding "[u]ntil the employer has been notified that it is violating a Labor
25 Code provision...the employer cannot be presumed to be aware that its continuing underpayment of
26 employees is a 'violation' subject to penalties."). Notably, there are very few California appellate cases
27 discussing these issues.

1 The gross settlement amount Defendant shall have to pay in connection with this Settlement is
2 \$40,000.00. *Settlement Agreement* ¶12. Class Counsel considers this to be an excellent settlement for
3 class members, when taking into account all issues and risks related to liability and class certification,
4 and also considering the case law regarding fair, reasonable, and adequate settlements. *Sarkis Decl.*
5 ¶39. *See also, Rebney v. Wells Fargo Bank* (1990), 220 Cal.App.3d 1117, 1139 ["Compromise is
6 inherent and necessary in the settlement process... even if the relief afforded by the proposed settlement
7 is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to
8 a class settlement because the public interest may indeed be served by a voluntary settlement in which
9 each side gives ground in the interest in avoiding litigation."]; *Officers for Justice v. Civil Service*
10 *Comm'n* (9th 1982) 688 F.2d 615,628 ["It is well-settled law that a cash settlement amounting to only
11 a fraction of the potential recovery does not. .. render the settlement inadequate or unfair."].

12 As of July 14, 2022, there are 25 current and former hourly employees and a total of 1448
13 workweeks at issue. Participating Class Members will recover based on their actual # of workweeks
14 worked during the Class Period. This is a significant recovery for low-wage California workers at this
15 early juncture of the litigation. *Sarkis Decl.* ¶27. In addition, the amount of \$1,250 will be distributed
16 to eligible class members in the form of 25% of the net PAGA penalties. *Sarkis Decl.* ¶28.

17 **C. The Requested Class Representative Enhancement Awards**

18 Plaintiff seeks a Class Representative Service Payment in exchange for the release of all Class
19 Released Claims and for the time and effort expended in bringing and prosecuting the present matter.
20 A named Plaintiff is eligible for payment that reasonably compensates her for undertaking and
21 fulfilling a fiduciary duty to represent absent class members. *In re Cellphone Termination Fee Cases*
22 (2010), 186 Cal.App.4th 1380, 1393; *Bell v. Farmers Ins. Exch.* (2004), 115 Cal.App.4th 715, 726.
23 Here, Plaintiff VICTOR BERDUO assisted counsel in gathering the evidence necessary to prosecute
24 the class claims, met with Class Counsel to prepare for mediation, maintained regular contact with
25 counsel, and reviewed the Settlement to make sure it was fair to the class. *Sarkis Decl.* ¶29. No action
26 would likely have been taken by Class Members individually, and no compensation would have been
27 recovered for them, but for Plaintiff's service on behalf of the Class Members. *Sarkis Decl.* ¶30.
28

Moreover, the amount of the incentive award was not negotiated until after the parties agreed to the Gross Settlement Amount. *Sarkis Decl.* ¶31.

By actively pursuing this action, Plaintiff has furthered the California public policy goal of enforcing the State's wage and hour laws. *See Sav-On Drug Stores, Inc. Superior Court* (2004), 34 Cal.4th 319, 340. Plaintiff VICTOR BERDUO could have pursued his claims individually. Instead, the Plaintiff chose to pursue this class action, delaying his own recovery. The Settlement Agreement provides that subject to Court approval, the foregoing named Plaintiff shall be paid a Class Representative Enhancement Payment of up to Five Thousand Dollars and No Cents (\$5,000.00) in exchange for a general release, and in recognition of his effort and work in prosecuting this action on behalf of Class Members and negotiating the Settlement. *Settlement Agreement* ¶9. Class Representative Enhancement Payment" means the amount to be paid from the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release and in recognition of their effort in prosecuting the Action on behalf of Class Members. Plaintiff will request and Defendant will not oppose Plaintiff's application to the court for a payment of Five Thousand Dollars (\$5,000) for his willingness to serve as Class Representative. *Id.* The proposed Class Representative Enhancement Payment, both for Plaintiff's services as the class representatives and for his general release of all employment claims, is reasonable and should be preliminarily approved.

D. The Requested Attorneys' Fees

The purpose of an attorneys' fee award in class action litigation is to reward counsel who invested in a case despite the risk of non-payment and achieved a substantial positive result for the class. Attorneys' fees are awarded as a matter of equity. California courts routinely award attorneys' fees equaling one-third or more of the potential value of the common fund. *See Chavez v. Netflix, Inc.* (2008), 162 Cal.App.4th 43, 66, n.11 ("Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery"). In the present case, Plaintiff will seek Court approval, and Defendant agrees not to oppose or impede any application or motion by Class Counsel for Class Counsel Fees in the amount of up to Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$13,333.33), plus the reimbursement of the actual costs and expenses associated with Class Counsel's

1 litigation and settlement of the Action, not to exceed One Thousand Fiver Hundred Dollars and Zero
2 Cents (\$1,500.00). In consideration of their awarded attorneys' fees and costs and expenses, Plaintiff
3 and Class Counsel waive any and all claims to any further attorneys' fees and expenses in connection
4 with the Action. *Settlement Agreement* ¶25. At final approval, Plaintiff's Counsel will fully brief the
5 merits of their request for attorneys' fees and litigation costs.

6 **V. CONCLUSION**

7 The parties have negotiated a fair and reasonable Settlement of the class claims. Because
8 Plaintiff has appropriately presented the materials and information necessary for preliminary approval,
9 he respectfully requests that the Court preliminarily approve the Settlement and schedule a date to
10 conduct the final approval hearing.

11
12
13 DATED: November 23, 2022

SIRMABEKIAN LAW FIRM, PC

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15
16 By: 
17 Sarkis Sirmabekian, Esq.
18 Attorney for Plaintiff
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(§ 1013a, 2015.5 C.C.P.)

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Labor and Workforce Development Agency Department of Industrial Relations LWDA Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, California 94612	<i>Labor and Workforce Development Agency</i> <i>("LWDA") filed/served online at:</i> <i>https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html</i>