SROURIAN LAW FIRM, P.C.
Daniel Srourian, Esq. [SBN 285678]
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: 213.474.3800
Facsimile: 213.471.4160
Email: *daniel@slfla.com*

Attorneys for Plaintiff and the [Proposed] Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OSCAR ARMENTA, individually, and on behalf of all others similarly situated; Plaintiff, v. ART DECK, INC., a California corporation; ARTURO RUBINSTEIN, an individual; and DOES 1 through 100, inclusive; Defendants.	Case No.: 21STCV30691 *[Assigned for all purposes to Honorable Samantha Jessner; Department 7]* **PLAINTIFF'S UNOPPOSED NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** (Filed concurrently herewith Declaration of Daniel Srourian, Esq. and Oscar Armenta [*Proposed Order*]) Date: July 17, 2025 Time: 10:00 a.m. Dept.: 07

PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on July 17, 2025 at 10:00 a.m. in Department 07 of the above-entitled Court located at 312 N. Spring

Street, Los Angeles, CA 90012, Plaintiff Oscar Armenta ("Plaintiff") individually and on behalf of a similarly situated class of individuals, will and herby does move this Court for:

1. Preliminary approval of the proposed class and PAGA settlement of this Action;

2. Pursuant to Section 382 of the California Code of Civil Procedure, provisional certification of the Class defined as follows:

> "All current and former non-exempt, hourly employees of who worked any time from August 19, 2017 to September 30, 2024 (the "Class Period") for Defendant Art Deck, Inc."

3. Preliminary appointment of Plaintiff Oscar Armenta as Class Representative;

4. Preliminary appointment of Daniel Srourian of Srourian Law Firm, P.C. as Class Counsel;

5. The scheduling of a hearing to consider whether the settlement should be finally approved and to award an amount for the Class Representative Service Payment to the Class Representatives and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel;

6. Appointment of Phoenix Class Action Administration as the third-party Settlement Administrator for mailing notices; and

7. Approval of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the "Class Notice") and an order that they be disseminated to the proposed Class Members as provided in the Amended Class Action and PAGA Settlement Agreement and Class Notice entered into between Plaintiff on behalf of himself and all others similarly situated, and Defendants Art Deck, Inc. and Arturo Rubinstein (collectively "Defendants") (the "Settlement Agreement").

This motion is based on this notice of motion, the attached memorandum of points and authorities, the supporting Declaration of Daniel Srourian, Oscar Armenta, 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: May 20, 2025

SROURIAN LAW FIRM, P.C.

By: ___________________________
DANIEL SROURIAN
Attorney for Oscar Armenta, individually and on behalf of all others similarly situated

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES/TREATISES

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Oscar Armenta ("Plaintiff") respectfully request that this Court grant preliminary approval of the proposed class action and PAGA settlement of claims against Defendants Art Deck, Inc. and Arturo Rubinstein (collectively "Defendants") (collectively with Plaintiff, the "Parties"), pursuant to California Rules of Court ("CRC") 3.769(d) and (e). The basic terms of the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement Agreement") provide for the following:

(1) A Gross Settlement Amount of up to one hundred forty thousand dollars ($140,000.00);

(2) A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $46,666.67;

(3) Class Counsel Litigation Expenses Payment of not more than fifteen-thousand dollars ($15,000.00);

(4) A Class Representative Service Payment of up to ten thousand dollars ($7,500.00) to the Class Representative from the Gross Settlement Amount;

(5) An Administrator Expenses Payment not to exceed $6,750.00 except for a showing of good cause and as approved by the Court; and

(6) A PAGA Settlement Amount in the amount of ten thousand dollars ($10,000.00) to be paid from the Gross Settlement Amount, with 75% ($7,500.00) allocated to the LWDA PAGA Payment and 25% ($2,500.00) allocated to the Individual PAGA Payments[1].[2] Declaration of Daniel Srourian In Support of Plaintiff's Unopposed Motion For Preliminary Approval Of Class Action and PAGA Settlement ("Srourian Decl.") ¶ 12.

As discussed below, the proposed settlement satisfies all criteria for preliminary approval under California law and falls well within the range of reasonableness. The settlement was reached

[1] "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Settlement Amount calculated according to the number of pay periods worked during the PAGA Period. Settlement Agreement § 1.24.

[2] On May 7, 2925, my office (at my direction) gave notice to the Labor and Workforce Development Agency ("LWDA") by visiting their website at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.htmland. The Proposed Settlement of PAGA case form located on the website was completed with the required information and a copy of the Settlement was uploaded. Both the Proposed Settlement of PAGA case form and the uploaded copy of the Settlement were then submitted to the LWDA via their website. Srourian Decl. ¶ 43.

through informed, arms-length bargaining at and after mediation between experienced attorneys. As a result, Plaintiff respectfully requests that the Court grant preliminary approval of the settlement, conditionally certify the proposed Class for settlement purposes only, appoint Plaintiff as the Class Representative, appoint Plaintiff's counsel as Class Counsel, appoint Phoenix Class Action Administration as the Settlement Administrator, authorize the Settlement Administrator to send the Class Notice to Class Members, and set a final approval hearing date.

II. SUMMARY OF THE LITIGATION

On August, 19, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) failure to pay overtime wages; (2) failure to pay minimum wage; (3) failure to pay meal period compensation; (4) failure to pay rest period compensation; (5) failure to furnish accurate wage and hour statements; (6) failure to pay wages upon discharge; and (7) unfair competition. Srourian Decl. ¶ 5. On February 9, 2022, Plaintiff filed a First Amended Complaint alleging the same causes of action as Plaintiff's original complaint against Defendants and adding a cause of action for violation of Private Attorneys General Act of 2004. *Id*. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). *Id*.

Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged. Srourian Decl. ¶ 6.

Class Counsel has diligently investigated the facts and claims alleged in the Action, including a thorough analysis of voluminous documents, interviews of putative Class Members, and an analysis of the time and pay data informally produced by Defendants prior to and during the mediation. Based on their independent investigation and evaluation, Plaintiff and Class Counsel believe that this settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, denial of a motion for class certification or decertification, the defenses asserted by Defendants, and potential appellate issues. Srourian Decl. ¶ 7.

On December 6, 2023, the Parties participated in an all-day mediation presided over by the Honorable Zaven Sinanian (Ret.) of Signature Resolution. Srourian Decl. ¶ 8. While the mediation did not result in a settlement being reached, the Parties continued to negotiate thereafter with Judge Sinanian's assistance. *Id*. At the mediation and thereafter, Defendants shared confidential financial information with Plaintiff, regarding their financial condition and other liabilities. *Id*. These negotiations ultimately led to this Agreement to settle the Action. *Id.*

Prior to mediation, Plaintiff obtained information through informal discovery, including, an approximately 20% sampling of time and wage data as well as relevant policy documents including, Defendant's employee handbook, updated meal and rest period policy, and Plaintiff's personnel and wage records. Srourian Decl. ¶ 9. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). *Id*.

The settlement discussions during and after mediation were conducted at arm's length, and the settlement is the result of an informed and detailed analysis of Defendants' potential liability of total exposure in relation to the costs and risks associated with continued litigation. Srourian Decl. ¶ 10.

The Settlement is intending to resolve all class and PAGA representative claims brought in, related, and pursuant to the Action, and related requests for relief, including but not limited to all claims for Plaintiff's attorney fees and costs. Srourian Decl. ¶ 11.

III. SUMMARY OF THE SETTLEMENT

A. Terms Of The Settlement

Plaintiff and Defendants agreed to the foregoing settlement in exchange for a non-reversionary Gross Settlement Amount of $140,000.00 to be paid by Defendants in full satisfaction of all claims arising from the Action. Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator. The Gross Settlement Amount will be used to pay Individual Class Payments,[3] Individual PAGA Payments, the LWDA PAGA Payment[4],

[3] "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Settlement Agreement § 1.23.
[4] "LWDA PAGA Payment" means the 75% of the PAGA Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i), in settlement of Plaintiff's PAGA claim. Settlement Agreement § 1.27.

Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. Settlement Agreement § 1.22. Defendants shall separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. Settlement Agreement ¶ 3.1.

"Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Settlement Amount, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members[5] as Individual Class Payments. Settlement Agreement § 1.28.

The Net Settlement Amount will be distributed to Participating Class Members as follows:

Individual Settlement Payments. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. Settlement Agreement § 3.2.4. It is estimated that there are 119 Class Members employed by Defendants during the Class Period. Srourian Decl. ¶ 46.

Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Settlement Amount by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period[6] and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Settlement Agreement § 3.2.5.1. It is estimated that there are 97 Aggrieved Employees[7] employed by Defendants during the PAGA Period. Srourian Decl. ¶ 47.

Pursuant to the Settlement Agreement, 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The

[5] "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. Settlement Agreement § 1.35.

[6] "PAGA Period" means the period from August 3, 2020 through September 30, 2024. Settlement Agreement § 1.31.

[7] "Aggrieved Employee" means all current and former non-exempt, hourly employees who worked any time during the PAGA Period for Defendant Art Deck, Inc. Settlement Agreement § 1.4.

Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, penalties and expense reimbursement (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Settlement Agreement § 3.2.4.1.

Defendants agree to make monthly installment payments of $3,000.00 until the Gross Settlement Amount has been fully paid. The first of these installment payments became due on the last business day in February 2025, pursuant to the original settlement agreement entered into between the Parties in this matter, which this amended Agreement supersedes. These monthly installment payments will continue to be paid by Defendants by the last business day of each month to Class Counsel and held in Class Counsel's client trust account. Should the Court not grant Preliminary Approval and this Agreement becomes null and void, Class Counsel shall return all monies paid by Defendants thus far in settlement of the Action to Defendants. Once the court grants Preliminary Approval and the Administrator is appointed, Plaintiff will transfer any and all monies received thus far from Defendants to the Administrator and Defendants will thereafter continue to make monthly installment payments of $3,000.00 to the Claims Administrator by the last business day of each month until the Gross Settlement Amount has been paid. The last monthly installment payment shall be in the amount of $2,000.00 ("Final Payment"). Srourian Decl. ¶ 44; Settlement Agreement § 4.3.

Thirty (30) days after the date when the court enters an order granting Final Approval, the Administrator shall issue the following payments (the "First Tier Payments"): (a) Payment of all Individual PAGA Payments; and (b) Payment of the LWDA PAGA Payment; (c) A payment to Plaintiff of one-third of the Class Representative Service Payment; (d) A payment to Class Counsel of one-third of the Class Counsel Litigation Expenses Payment; (e) A payment to the Administrator of one-third of the Administration Expenses Payment; (f) Payment on a pro-rata share of the Individual Class Payments from the remainder of amounts thus far received by the Administrator. Settlement Agreement § 4.4.1.

One year after the First Tier Payments are made, the Administrator shall issue the following payments (the "Second Tier Payments"): (a) A payment to Plaintiff of one-third of the Class Representative Service Payment; (b) A payment to Class Counsel of one-third of the Class Counsel Litigation Expenses Payment; (c) A payment to the Administrator of one-third of the Administration Expenses Payment; (d) A payment to Class Counsel of one-third of the Class Counsel Fees Payment; and (e) Payment on a pro-rata share of the Individual Class Payments from the remainder of amounts thus far received by the Administrator. Settlement Agreement § 4.4.2.

Within fifteen (15) days of Defendants payment of the Final Payment, the Administrator shall issue the following payments (the "Third Tier Payments"): (a) A payment to Plaintiff of one-third of the Class Representative Service Payment; (b) A payment to Class Counsel of one-third of the Class Counsel Litigation Expenses Payment; (c) A payment to the Administrator of one-third of the Administration Expenses Payment; and (d) Payment of all remaining Individual Class Payments due to Participating Class Members; and (e) A payment to Class Counsel of the remainder of the Class Counsel Fees Payment. Settlement Agreement § 4.4.3.

The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members[8] who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. Settlement Agreement § 4.4.4.

[8] "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. Settlement Agreement § 1.29.

The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. Settlement Agreement § 4.4.5.

For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). Settlement Agreement § 4.4.6.

Based on the financial documents shared with Plaintiff's counsel, Plaintiff agreed to payment of the Gross Settlement Amount in installments. Srourian Decl. ¶ 44.

B. Notice To Class Members

Based on a review of Defendants' records as of the date the Settlement Agreement as executed, Defendants estimate that there are 119 Class Members who collectively worked a total of 14,416 Workweeks, and 97 Aggrieved Employees who worked a total 6,455 PAGA Pay Periods[9]. Of the 119 Class Members, 41 were apprentices that collectively only worked a total of 42 workweeks. These 41 apprentices are also all included in the tally of Aggrieved Employees. Settlement Agreement § 4.1.

Not later than twenty (20) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data[10] to the Administrator. Settlement Agreement § 4.2.

---

[9] "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Art Deck, Inc. for at least one (1) day during the PAGA Period. Settlement Agreement § 1.30.

[10] "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods. Settlement Agreement § 1.8.

No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, total Workweeks, and total Pay Periods in the Class Data. Settlement Agreement § 7.4.1. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. Settlement Agreement § 7.4.2.

Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. Settlement Agreement § 7.4.3.

The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice. Settlement Agreement § 7.4.4.

All Class Members will be mailed a Notice in both English and Spanish. Srourian Decl. ¶ 36. Each Notice will provide: (a) information regarding the nature of the action; (b) a summary of the settlement's principal terms; (c) the Class definition; (d) the total number of qualifying Workweeks and/or Pay periods each respective Class Member and/or Aggrieved Employee worked for Defendants during the Class Period and/or PAGA Period; (e) each Class Member's estimated Individual Class Payment, each Aggrieved Employee's estimated Individual PAGA Payment, and the formula for calculating the same; (f) the dates which comprise the Class Period and/or the PAGA Period; (g) instructions on how to submit valid objections to the settlement or a Request for

Exclusion; (h) the deadlines by which the Class Member must fax or postmark requests for exclusion, submit disputes to information on Notices, or fax or postmark objections to the settlement; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing. Srourian Decl. ¶ 37.

Under the terms of the Settlement Agreement, the Parties agree that the Administrator means Phoenix Class Action Administration. The Parties each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest. Srourian Decl. ¶ 38.

The Administrator has extensive experience administering these types of settlements including years of successful class action case management. Srourian Decl. ¶ 39. Phoenix Class Action Administration has developed a seamless process to maintain superior case continuity to ensure clients receive timely final approval. *Id*. Further, the Administrator maintains procedures to protect the security of class data and carries adequate insurance should there be a data breach or defalcation of funds. *Id.* The Administration Expenses Payment in connection with the class-wide and PAGA settlement will be paid from the Gross Settlement Amount and is currently estimated not to exceed $6,750.00. *Id*.

C. Disputes, Exclusion Process And Objections

Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges. Settlement Agreement § 7.6.

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.[11] Settlement Agreement § 7.5.1.

Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all benefits and bound by all terms and conditions of the settlement, including the Participating Class Members' respective releases under the Settlement Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. Settlement Agreement § 7.5.3.

Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in the Settlement Agreement and are eligible for an Individual PAGA Payment. Settlement Agreement § 7.5.4.

Only Participating Class Members may object to the class action components of the Settlement and/or the Settlement Agreement, including contesting the fairness of the settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses

[11] "Response Deadline" means sixty (60) calendar days after the Administrator mail Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired." Settlement Agreement § 1.41.

Payment and/or Class Representative Service Payment. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed). Non-Participating Class Members have no right to object to any of the class action components of the Settlement. Settlement Agreement § 7.7.

D. Proposed Release

While Defendants are making the installment payments required under Section 4.3 of the Settlement Agreement, Plaintiff and all Class Members who have not opted out and are thus Participating Class Members will be precluded from bringing any separate claims against Released Parties[12] to the extent such claims would constitute Released Class Claims during the Class Period. Effective[13] on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

<u>Plaintiff's Release</u>. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have

---

[12] "Released Parties" means: Art Deck, Inc. and Arturo Rubinstein, and each of its/his/their past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, consultants, and its/his/their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. Settlement Agreement § 1.41.

[13] "Effective Date" means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. Settlement Agreement § 1.18.

been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2 of the Settlement Agreement ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Settlement Agreement § 5.1. In addition to the forgoing, Plaintiff has agreed to a separate general release, including but not limited to a release under California Civil Code § 1542 and a Mutual Non-Disparagement clause. Settlement Agreement §§ 5.1.1 and 5.1.2.

<u>Release by Participating Class Members:</u> All Participating Class Members will release and discharge Released Parties from all claims, demands, rights, liabilities and causes of action based on the facts alleged in the Operative Complaint in the Action based with respect to the following claims: (a) failure to pay overtime wages; (b) failure to pay minimum wage; (c) failure to pay meal period compensation; (d) failure to pay rest period compensation; (e) failure to furnish accurate wage and hour statements; (f) failure to pay wages upon discharge; (g) unfair competition; and (h) violation of Private Attorneys General Act of 2004, *et seq.*, that could have been premised on the facts, claims, causes of action or legal theories described above or in the Operative Complaint in the Action; and (k) violations of Labor Code sections 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698, *et seq.*, and the Industrial Welfare Commission Wage Orders, including, but not limited to, IWC Wage Order No. 16, and claims under Business & Professions Code section 17200, *et seq.*, that could have been sought based on the facts, claims, causes of action or legal theories described above and in the Operative Complaint in the Action. The Parties agree that this Release shall not become final until after Defendants' payment of the Final Payment has been made to the Settlement Administrator. Settlement Agreement. Settlement Agreement § 5.2.

Release by Aggrieved Employees: All Aggrieved Employees will release and discharge Released Parties from all claims, demands, rights, liabilities and causes of action under California Labor Code Private Attorneys General Act of 2004 as asserted in Plaintiff's PAGA Notice and the Operative Complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories described in the Settlement Agreement. The release period for the PAGA claim shall be the same as the PAGA Period. All Aggrieved Employees, regardless of whether they have opted out of the Class Settlement described in the Settlement Agreement, and the State of California shall be bound by the PAGA Release and fully release and discharge Defendants and all Released Parties from all released PAGA claims upon the final approval of the settlement of PAGA Claims in this Action. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Unless otherwise provided by law, the Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court, this settlement shall not be subject to collateral attack by any Aggrieved Employee, and such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her individual Settlement Payment. Settlement Agreement § 5.3.

IV. LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL

A. Provisional Certification Of The Class Is Appropriate

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

1. The Proposed Class Is Numerous And Ascertainable

Whether a class is "ascertainable" is "determined by examining (1) the class definition, (2) the size of the class, and (3) the means available for identifying class members." *Reyes v. Bd. of Supervisors* (1987), 196 Cal.App.3d 1263, 1271. In this case, the proposed Class consists of "All current and former non-exempt, hourly employees of who worked any time during the Class Period for Defendant Art Deck, Inc." Settlement Agreement § 1.5. Srourian Decl. ¶ 45. The Class consists of approximately 119 individuals, making joinder of all Class Members impracticable. *Id*. Further, the class is readily ascertainable from Defendants' business records because all Class Members are current or former employees of Defendants. *Id*.

2. A Well-Defined Community Of Interest Exists Among Class Members

"[T]he 'community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Fireside Bank v. Superior Court* (2007), 40 Cal.4th 1069, 1089 (quoting *Richmond v. Dart Industries, Inc.* (1981), 29 Cal.3d 462, 470). The application of each of these factors is discussed below.

a. Common Questions Predominate

To assess whether common questions predominate, courts focus on whether the theories of recovery advanced are likely to prove amendable to class treatment. *Sav-On Drug Stores, Inc. v. Superior Court* (2004), 34 Cal.4th 319, 327. In other words, courts determine whether the elements necessary to establish liability are susceptible of common proof, even if the class members must individually prove their damages. *Brinker*, 53 Cal.4th at 1021-1022, 1024. Here, there are common questions of law and fact including, but not limited to, the following: Whether Plaintiff and each member of the Class were not paid minimum wage for each hour worked or part thereof during which they were required to perform acts at the direction and for the benefit of Defendants; Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff for the total hours worked during the Class period; Whether Defendants violated Labor Code § 2267.7 and/or § 512 and engaged in a pattern or practice of failing to provide timely, off-duty thirty (30) minute meal periods to Plaintiff and members of the Class during the Class period; Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members of the Class during the Class period from taking statutory off-duty thirty (30) minute meal periods on a timely basis; Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff and the members of the Class during the Class period for missed, untimely or on-duty meal periods as required by California law; Whether Defendants violated IWC Order No. 17, § 9 by failing to provide Plaintiff and the members of the

Class with timely off-duty thirty (30) minute meal periods; Whether Defendants engaged in unfair practice and violated California Business and Professions Code § 17200 by failing to provide Plaintiff and the members of the Class who worked as employees in California during the Class period with their statutory off-duty meal periods on a timely basis; Whether Defendants maintained accurate time records of off-duty thirty (30) minute meal breaks taken by Plaintiff and members of the Class during the Class period; Whether Defendants violated Labor Code § 226(a) by issuing inaccurate itemized wage statements to Plaintiff and members of the Class that failed to include payments for missed, untimely, and/or on-duty meal periods among wages earned throughout the Class period; Whether Defendants violated Labor Code § 226 by issuing inaccurate itemized wage statements to Plaintiff and members of the Class to the detriment of Plaintiff and the Class; Whether Defendants failed to provide ten (10) minute, uninterrupted rest periods as contemplated by California law for work periods in excess of four (4) hours or every major fraction thereof; Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff and the members of the Class during the Class period for failing to provide ten (10) minute, uninterrupted rest periods as contemplated by California law for work periods in excess of four (4) hours; Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of overtime pay to Plaintiff and the Class for hours worked in excess of eight (8) hours in a day; Whether Defendants violated § 510 of the Labor Code by failing to pay overtime pay to Plaintiff and the Class for hours worked in excess of eight (8) hours in a day; Whether Defendants violated the applicable Wage Order of the IWC by failing to pay overtime to Plaintiff and the Class for hours worked in excess of eight (8) hours in a day; Whether Defendants violated Labor Code §§ 218.5, 204, 1197, and 1198 due to failure to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and member of the Class to perform for the benefit of Defendants; and the nature and extent of class-wide injury and the measure of damages for the injury. Srourian Decl. ¶ 13.

b. Plaintiff's Claims Are Typical Of The Class Claims

Typical claims rely on legal theories and facts that are substantially similar to other class members. *See Classen v. Weller* (1983), 145 Cal.App.3d 27, 46. Here, Plaintiff alleges that Defendants maintained company-wide employment practices that, among other things, deprived

Class Members of minimum wages, overtime wages, meal period compensation and/or rest period compensation. Srourian Decl. ¶ 14. For example, Plaintiff alleges that Defendants failed to compensate him for all hours worked and Plaintiff's meal and/or rest breaks were either missed, short, late, or interrupted. *Id*.

In the instant case, Plaintiff's allegations present common legal and factual questions of, inter alia, whether Defendants applied the same policies and/or practices regarding the foregoing to all Class Members; whether those policies and/or practices or their implementation resulted in violations of various laws; whether Defendants' conduct was intentional; and whether Class Members are entitled to penalties. These questions could be resolved by using Defendants' payroll records, testimony from Class Members, and testimony from corporate representatives. Srourian Decl. ¶ 15. Thus, the Court can and should exercise its discretion to grant conditional class certification here, for settlement purposes. *See Brinker*, 53 Cal.4th at 1033 ("[c]laims alleging that a uniform policy consistently applied to a group of employees is in violation of the wage and hour laws are of the sort routinely, and properly, found suitable for class treatment.").

c. Plaintiff And Plaintiff's Counsel Will Adequately Represent The Interests Of The Proposed Class

Certification requires adequacy of both the proposed class representative and proposed class counsel. With respect to the class representative, a plaintiff must adequately represent and protect the interests of other members of the class and demonstrate that his or her claim is not inconsistent with the claims of other members of the class. *See Capitol People First v. Dept. of Developmental Services* (2007), 155 Cal.App.4th 676, 697. In the present case, Plaintiff's interests are coextensive with the interests of the Class. Plaintiff has already demonstrated his ability to advocate for the interests of the Class by initiating this litigation and obtaining a fair settlement on behalf of himself and Class Members. Srourian Decl. ¶ 16. Likewise, Srourian Law Firm, P.C. has expended considerable time and effort on this case and will continue to do so through final approval. *Id*. Accordingly, Plaintiff should be appointed as class representative, and Srourian Law Firm, P.C. should be appointed Class Counsel.

3. A Class Action Is Superior To A Multitude Of Individual Lawsuits

Class treatment is superior to other methods of adjudication when the probability is small that each class member will come forward to prove his or her claim and when the class approach would deter and redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000), 23 Cal.4th 435, 446; *Ghazaryan v. Diva Limousine, Ltd.* (2008), 169 Cal.App.4th 1524, 1537-1538. Here, the 119 Class Members had little incentive to litigate wage and hour claims on an individual basis where the out-of-pocket expense and personal commitment would outweigh the potential recovery. *See* Section IV.B.2, below. Thus, a class action is the superior method of seeking relief.

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 Ass'n., 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." *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, the settlement was the product of a mediation session with a well-respected mediator and negotiations over the terms of the settlement. The negotiations were adversarial, conducted at arm's length and took into account all relevant factors, present and potential. Srourian 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 Defendants of applicable policies and procedures and a sampling of data relevant to class claims. Srourian Decl. ¶ 18. 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. *Id*. Further, Plaintiff's Counsel interviewed and investigated the claims alleged in this Action 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. Srourian Decl. ¶ 19. Specifically, Plaintiff reviewed a 20% sampling of putative class member time and pay data, data points regarding number of class members, workweeks, and pay periods, and copies of all of Defendants' written policies and procedures that referred or related to the claims at issue in this Action. *Id*. Accordingly, Plaintiff's Counsel fully understood the strengths and weaknesses of the class claims before the Parties reached the settlement. Srourian Decl. ¶ 20.

c. Class Counsel Is Experienced In Similar Litigation

Plaintiff is represented by the Srourian Law Firm, P.C. ("Class Counsel" and "Plaintiff's Counsel"). Class Counsel almost exclusively prosecute wage and hour actions (mostly class actions) on behalf of hard-working California employees. Though Class Counsel is yet to obtain any class certification orders due to its relative youth, Class Counsel, either on their own or with co-counsel, has served or are currently serving as Plaintiff's counsel of record in over thirty different wage and hour class action cases. Srourian Decl. ¶ 3. Thus, Class Counsel has extensive experience in similar litigation. *Id*. Furthermore, Class Counsel has tried, with co-counsel, both bench and jury trials (none involving similar claims), and has extensive wage and hour experience in litigation, law and motion, deposition, summary judgment, and discovery. Srourian Decl. ¶ 4.

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

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

While Plaintiff believed and continues to believe this is a strong case for certification, Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings necessary to litigate the disputes through arbitration and through any possible appeals. Plaintiff has taken into account the uncertainty and risk of the outcome of further litigation, the uncertain merits of class claims, and the difficulties and delays inherent in litigation. Plaintiff and Plaintiff's Counsel are also aware of the burdens of proof necessary to establish liability for the class claims asserted in the present action, both generally and in response to Defendants' defenses thereto. Plaintiff has also taken into account the extensive settlement negotiations conducted and Defendants' agreement to enter into a settlement that confers substantial relief upon the Class Members, even though Defendants strenuously maintain that they have fulfilled their legal obligations.

Conversely, Defendants have likewise concluded that further litigation of this action would be protracted and expensive for all parties. Defendants have spent substantial time, energy, and resources litigating this action and, unless the Settlement Agreement is approved, will continue litigating the defense of the claims asserted by the Plaintiff. Defendants have also taken into account the risks of further litigation in reaching their decision. Accordingly, Defendants have agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims set forth in this action.

In light of the foregoing, and despite the fact that the amount of the Class' maximum potential damages – if proven – are substantial, the legitimate and serious risk above compelled a considerable discount for settlement.

a. Risk Analysis

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

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

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

Here, Plaintiff's Counsel calculated Defendants' total potential exposure assuming Plaintiff prevailed on all aspects of her claims at trial but weighed the value against the chance of succeeding at class certification and trial. Srourian Decl. ¶ 25.

Plaintiff's Counsel estimates the total amount of damages, monetary penalties or other relief that the Class could reasonably expect to be awarded at trial, is as follows:

1. $662,954 in unpaid wages and interest due to unpaid off-the-clock reporting time wages due to alleged oral policies requiring off-the-clock work; and
2. $220,984 in meal break premiums and interest (based on 100% violation rate through oral testimony that breaks were never given and lack of written policy). Srourian Decl. ¶ 26.

Additionally, Plaintiff's Counsel estimated an additional $227,883 in waiting time penalties in accordance with California Labor Code Section 201 ((37 terminated employees between 08/11/19 to 01/14/22) X ($20.53 average hourly rate) X (10 hours per shift) X (30 day maximum)), $453,250 in wage statement penalties ((9,065 pay periods from 08/11/21 to 01/14/22) X ($50 penalty)), and $842,000 in PAGA penalties. Srourian Decl. ¶ 27.

However, these estimates were carefully weighed against the continued risk of proceeding to trial on the merits and failing to prevail on claims. Srourian Decl. ¶ 28. These estimates were further carefully weighed against the likelihood of the Court granting certification to some or all of Plaintiff's claims. Plaintiff, along with the advice of her counsel, weighed the benefits of putting money into the pockets of California employees within several months, with the cost and risk of continued litigation, and the possibility of appeal. Srourian Decl. ¶ 29.

Defendants disputed the statistical analysis prepared by Plaintiff and also asserted that they had compliant meal period practices. Defendants asserted they did not prevent employees from taking their timely breaks. Srourian Decl. ¶ 30. Defendants further contended that any analysis of Plaintiff's claims would require an individualized inquiry of each employee to determine whether there was any liability, such that class certification would not be proper for these claims. *Id*. *See Brinker Restaurant Corp. v. Super. Ct.*, 53 Cal. 4th 1004 (2012).

Furthermore, Plaintiff realizes that penalties are extremely discretionary, and are subject to immense reduction by the Court, based on various factors that are different with each court. Srourian Decl. ¶ 31. It is additionally important to note that Defendants will claim penalties are derivative of the alleged failure to pay overtime wages and reimbursement of overtime wages described above. *Id*. Should Plaintiff fail to prevail on her claims for damages, then the Class would not be entitled to penalties. *Id*. This decreases the chances of ultimately obtaining an award of penalties, and factored into Plaintiff's analysis of weighing risks and benefits of settlement at this juncture. *Id*. Defendants will further contend that wage statement penalties were not the result of a "knowing and intentional failure" by Defendants to comply with *Cal. Lab. Code* § 226(a) as required by the statute, and that the employees did not suffer injury for purposes of recovering penalties as required under Cal. Lab. Code §226(e)(2)(B)(i) and (ii). Srourian Decl. ¶ 32. In addition, Defendants will contend that the alleged failure to timely pay final wages was derivative of the claims that are in dispute, such that there was not a willful showing that the employer knew of its obligation and intentionally refused to act. *Id*. *Baker v. American Horticulture Supply, Inc.* (2010) 186 Cal.App.4th 1059, 1076.

The PAGA claims presented even greater hurdles. The Court would have discretion to reduce the PAGA award based on whether the amount of the award would be "unjust, arbitrary and oppressive, or confiscatory." *Cal. Lab. Code* § 2699(e)(2). In this case in particular, Plaintiff's Counsel heavily discounted the PAGA claim based on the risk that Defendants would convince the Court to dramatically reduce the PAGA penalties because Defendants made efforts to comply with and that Defendants acted with reckless disregard regarding the alleged claims. Srourian Decl. ¶ 33. However, even if the Court did not reduce the award based on discretionary factors, Defendants could argue that the "subsequent violations" under PAGA only start to accrue after employers receive notice through a citation from the Labor Commissioner. Srourian Decl. ¶ 34. *See Amaral v. Cintas Corp. No.* 2 (2008), 163 Cal.App.4th 1157, 1209 (holding "[u]ntil the employer has been notified that it is violating a Labor Code provision…the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). Notably, there are very few California appellate cases discussing these issues.

The maximum amount Defendants shall have to pay in connection with the class wide portion of the settlement is $140,000.00 plus applicable employer side payroll taxes. Class Counsel considers this to be an excellent settlement for only 78 Class Members when taking into account all issues and risks related to liability and class certification, and also considering the case law regarding fair, reasonable, and adequate settlements. Srourian Decl. ¶ 35. *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117, 1139 ["Compromise is inherent and necessary in the settlement process... even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest in avoiding litigation."]; *Officers for Justice v. Civil Service Comm'n* (9th 1982) 688 F.2d 615,628 ["It is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not. .. render the settlement inadequate or unfair."]. If the settlement were approved, 119 Class Members would recover an average of $454.48 (prior to standard payroll tax deductions on the wage portion). This is a significant recovery for low-wage California workers at this early juncture of the litigation. Srourian Decl. ¶ 24. Further, if the settlement is to be approved, 97 PAGA Employees employed during the PAGA Period would recover an average of $25.77. *Id.*

C. The Requested Class Representative Service Payment

Plaintiff seeks a Class Representative Service Payment in exchange for the release(s) set forth herein above and for the time and effort expended in bringing and prosecuting the present matter. A named Plaintiff is eligible for payment that reasonably compensates him for undertaking and fulfilling a fiduciary duty to represent absent class members. *Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380, 1393 (2010); *Bell v. Farmers Ins. Exch.* (2004), 115 Cal.App.4th 715, 726. Here, Plaintiff assisted Class Counsel in gathering the evidence necessary to prosecute the class claims, met with Class Counsel to prepare for mediation, maintained regular contact with counsel, and reviewed the settlement to make sure it was fair to the Class. Srourian Decl. ¶ 21. No action would likely have been taken by Class Members individually, and no compensation would have been recovered for them, but for Plaintiff's service on behalf of the Class Members. Srourian Decl. ¶ 22. Moreover, the amount of the Class Representative Service Payment was not negotiated until after the Parties agreed to the Gross Settlement Amount. Srourian Decl. ¶ 23.

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*, 34 Cal.4th 319, 340 (2004). Plaintiff could have pursued his wage and hour claims individually. Instead, he chose to pursue this class and PAGA action, delaying his own recovery. The Settlement Agreement provides that subject to Court approval, the foregoing named Plaintiff shall be paid a Class Representative Service Payment of up to $7,500.00 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 § 3.2.1. The Class Representative Service Payment, which will be paid from the Gross Settlement Amount. *Id*. In the event that the Court awards any amount less than $7,500.00 for the Class Representative Service Payment, the Parties agree that any amount not awarded shall become part of the Net Settlement Amount available for distribution to Class Members. The proposed Class Representative Service 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"). While one-third of the common fund has been determined to be reasonable under California law, Class Counsel also maintained detailed time records for all work done in connection with the present lawsuit. This allows Class Counsel to do a lodestar cross-check of the applicable attorney's fees.

In the present case, Plaintiff will seek Court approval, and Defendants will not oppose or object to Plaintiff's request for an award of attorneys' fees of not more than $46,666.67 plus the reimbursement of litigation costs associated with Class Counsels' litigation and settlement of the action, not to exceed $15,000.00), both of which will be paid from the Gross Settlement Amount. Settlement Agreement § 3.2.2. At final approval, Plaintiff's Counsel will fully brief the merits of his request for the attorneys' fees and litigation costs to Class Counsel.

V. CONCLUSION

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

DATED: May 20, 2025

SROURIAN LAW FIRM, P.C.

By: ___________________________
DANIEL SROURIAN
Attorney for Plaintiff Oscar Armenta, individually and on behalf of all others similarly situated

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

PLAINTIFF'S UNOPPOSED NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

DECLARATION OF DANIEL SROURIAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

DECLARATION OF OSCAR ARMENTA IN SUPPORT OF CLASS ACTION AND PAGA SETTLEMENT

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

on the interested parties in said action by placing a true and correct copy and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY CASEANYWHERE:** Pursuant to Court Order

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

EXECUTED: May 20, 2025
At Los Angeles, California

____
Daniel Srourian

SERVICE LIST

Counsel	Representing
KAUFMAN DOLOWICH & VOLUCK LLP Brian D. Peters, Esq. 21515 Hawthorne Blvd, Suite 450 Torrance, California 90503 Telephone: 310-775-6522 Facsimile: 310-575-9720 Email: bpeters@kdvlaw.com	*Attorney for Defendants*