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

MARTIN MIRANDA, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

SABA COURIERS LLC, a California limited
liability company, and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 22STCV06847

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

Judge: Hon. David S. Cunningham III
Dept: 11
Hearing Date: October 2, 2026
Time: 10:15 a.m.

1 **I. INTRODUCTION**

2 Plaintiff Martin Miranda (“Plaintiff”) submits this supplemental memorandum in response to the
3 Court’s May 4, 2026, Tentative Ruling and Checklist for Preliminary Approval of Class Action
4 Settlement (the “Checklist”). Pursuant to the Court’s June 29, 2026, Order, the deadline for this
5 supplemental briefing was continued to July 13, 2026, and the Hearing on Plaintiff’s Motion for
6 Preliminary Approval was continued to August 5, 2026, at 10:15 a.m. in Department 11. This
7 Memorandum addresses each item identified by the Court, in the order presented on the Checklist.

8 Concurrently filed with this supplemental memorandum are: (1) The Supplemental Declaration
9 of James M. Treglio (“Supp. Treglio Decl.”); (2) The First Amended Class Action and PAGA
10 Settlement Agreement (“Amended Agreement”), fully executed by all Parties and their counsel (Supp.
11 Treglio Decl., Exh. 2); a redlined copy showing all changes from the Settlement Agreement filed
12 November 6, 2025 (Supp. Treglio Decl., Exh. 1); (3) a redlined copy of the Amended Agreement
13 showing all changes from the Settlement Agreement filed November 6, 2026; (4) the conformed Class
14 notice, attached as Exhibit A to the Amended Agreement; (5) the Declaration of Jose Pineda on behalf
15 of Defendant Saba Couriers LLC (“Saba Decl.”); (6) a revised Proposed order Granting Preliminary
16 Approval; (7) a Proposed Judgment; and (8) Proof of Submission of the Amended Agreement to the
17 LWDA (Supp. Treglio Decl., Exh. 3).

18 **II. THE INVESTIGATION AND INFORMAL DISCOVERY CONDUCTED PRIOR TO**
19 **MEDIATION**

20 The Court asked what data counsel reviewed prior to mediation, what “information regarding
21 data” means, whether class data was reviewed, and, if a sample was obtained, whether it was statistically
22 significant (Tentative, pp. 2, 11).

23 Prior to the April 23, 2024, mediation, Defendant produced, in response to Plaintiff’s informal
24 discovery requests and for purposes of mediation aggregate payroll data, including the number of
25 workweeks, the number of class members, the number of payperiods, certain documents related to
26 Defendant’s policies, practices, and procedures, and documents related to Defendant’s financial well-
27 being. (Supp. Treglio Decl. ¶ 2)

28 Using this data, the claim-by-claim exposure analysis was constructed, including the average

hourly rate of \$16.49 and the 22,000-workweek figure supplied by Defendant’s records. (Supp. Treglio Decl. ¶ 4)

This information permitted counsel to construct the claim-by-claim exposure analysis presented in the moving papers (Treglio Dec., ¶ 4) and to “act intelligently” in evaluating the Settlement. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

III. DEFENDANT’S FINANCIAL CONDITION SUPPORTS THE PAYMENT PLAN

The Amended Agreement provides that Defendant will fund the Gross Settlement Amount in two equal installments, due no later than twelve and eighteen months after the Effective Date. (Amended Agreement, ¶ D.2). The Court directed Defendant to provide a declaration evidencing the need for this payment plan.

Defendant has done so. The Saba Declaration describes Defendant’s present financial condition, explains why a lump-sum payment is not feasible. (Pineda Decl., ¶¶ 6 – 8) The installment structure was a material inducement to Defendant’s agreement to a non-revisionary Gross Settlement Amount of \$154,000 and reflects the Parties’ judgment, informed by Defendant’s financial records produced at mediation, that this structure maximizes the realistic recovery available to the Class.

IV. THE CLASS AND PAGA PERIOD END DATES HAVE BEEN FIXED AND THE WORKWEEK TOTALS VERIFIED

The Court directed the Parties to resolve the uncertainty created by the alternative end dates in ¶¶ A.12 and A.34 (“July 28, 2024, or the date the number of workweeks exceeds 24, 200, whichever date is earlier”) before the preliminary approval is granted and notice is distributed.

The Amendment Agreement removes the period-shortening option entirely. The Class Period is fixed as October 1, 2018, through July 28, 2024, and the PAGA Period is fixed as December 9, 2020, through July 28, 2024. (Amended Agreement, ¶¶ A.12, A.34). Defendant has reviewed its payroll records through July 28, 2024, and attests that there are 430 Class Members who worked a total of 22,217 Workweeks during the Class Period, and 300 Aggrieved Employees who worked a total of 11,300 PAGA Pay periods. (Pineda Decl., ¶ 11); Amended Agreement ¶ D.1). Because the verified workweek total is well below 24,200, the former cap could have shortened either period, and no

1 uncertainty remains.

2 The Administrator will independently verify these figures before notice is distributed. Within 5
3 business days of receiving the Class Data, CPT Group must report to counsel the number of Class
4 Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods reflected in the data (Amended
5 Agreement, ¶ G.4.b) in advance of the 14-day deadline for mailing the Class notice (id., ¶ G.4.c). The
6 conformed Class notice reflects the fixed period end dates.

7 **V. THE RELEASED HAVE BEEN REVISED AS DIRECTED**

8 The court found the ¶ E.2 release overbroad because it purported to release all claims “of any
9 nature whatsoever, known or unknown, based on or arising out of the facts, circumstances, or primary
10 rights” alleged. As amended, ¶ E.2 releases only those claims “that were alleged or reasonably could
11 have been alleged based on the facts stated in the Operative Complaint (and any amendments thereto)
12 that occurred during the Class Period and were ascertained during the Action,” followed by a list of the
13 specific claims released.

14 The Amended Agreement retains a separate PAGA release tied to the facts stated in the
15 Operative Complaint and the PAGA Notices (¶ E.3), and now expressly provides that “[e]ach valid
16 Request for Exclusion from the Class, and regardless of whether they are a Non-Participating Class
17 Member.” (Amended Agreement, ¶ E.3). The conformed Class Notice contains a corresponding plain-
18 language explanation. The Civil Code section 1542 waiver applies to the named Plaintiff only, not to
19 absent Class Members. (Amended Agreement, ¶ E.1).

20 **VI. PARAGRAPH F.2.b HAS BEEN REVISED TO REMOVE “WITH PREJUDICE”**

21 The Court noted that ¶ F.2.b improperly suggested that court approval would result in dismissal
22 “with prejudice.” As amended, ¶ F.2.b contains no reference to prejudice or dismissal. It now provides
23 that if the Court declines to conditionally certify the Class or preliminarily approve all material aspects
24 of the Agreement, the Parties will meet and confer in good faith to address the Court’s concerns before
25 the Agreement becomes null and void. The Proposed Judgment likewise contains no dismissal language
26 and no findings beyond those in the Proposed Final Approval Order.

27 **VII. THE AMENDED AGREEMENT, CONFORMED NOTICE, AND CORRECT**
28 **SETTLEMENT FIGURES**

Consistent with the Checklist, the Parties submit a complete Amended Agreement containing all operative terms, executed by Plaintiff, Defendant, and all counsel, together with a redlined copy showing every change from the version filed November 6, 2025. (Supp. Treglio Decl., ¶ 6, Exhs. 1-2). The Class Notice has been conformed to every alteration.

For clarity of the record, after deduction of the requested Class Counsel Fee Payment (\$51,333), Class Counsel Litigation Expenses Payment (up to \$10,000), Class Representative Service Payment (\$5,000), Administration Expenses Payment (\$10,500), and the full \$20,000 in PAGA Penalties (including the \$5,000 allocated to Aggrieved Employees as Individual PAGA Payments), the Net Settlement Amount available for the Individual Class Payments is \$57,167, yielding an estimated average Individual Class Payment of approximately \$132.94 per Participating Class Member. Aggrieved Employees will additionally receive their pro rata share of the \$5,000 in Individual PAGA Payments.

VIII. SUBMISSION OF THE AMENDED AGREEMENT TO THE LWDA

Plaintiff submitted the Amended Agreement to the Labor and Workforce Development Agency on September 11, 2026, pursuant to Labor Code section 2699(1)(2). Proof of submission is attached as Exhibit 3 to the Supplemental Treglio Declaration.

IX. FILING COMPLIANCE

All documents filed with this supplemental briefing are fully legible, text-searchable, and bookmarked in compliance with California Rules of court, rule 2.256(b)(3) and Los Angeles Superior Court Local Rule 3.4(f), including a clean, high-resolution copy of the executed Amended Agreement replacing the November 6, 2025, filing the Court found difficult to review.

X. CONCLUSION

The Parties have addressed each item identified in the Court's May 4, 2026, Tentative Ruling and Checklist. Plaintiff respectfully requests that the Court grant preliminary approval of the class action and PAGA settlement, conditionally certify the Settlement Class, appoint Plaintiff as Class Representative and Potter Handy, LLP as Class Counsel, appoint CPT Group as Settlement Administrator, approve the conformed Class Notice, and set a final approval hearing.

1 Date: September 11, 2026

POTTER HANDY, LLP

2
3 /s/ James M. Treglio
4 James M. Treglio
5 Jason Kyle Masanque
6 Counsel for Plaintiff and the Putative Class
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