

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
Giancarlo A. Recinos (SBN 282836)
giancarlo.recinos@wilshirelawfirm.com

WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Julissa Harrison
[additional counsel on following page]

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

JULISSA HARRISON and PATRICK
GOBRAN, individually, on behalf of all
others similarly situated, and on behalf of the
State of California and other aggrieved
persons,

Plaintiffs,

v.

ZENITH FAST FOOD, INC., a California
corporation; ZENITH WINGS, INC., a
California corporation; ZENITH WINGS
CASTAIC INC., a California corporation;
ZENITH WINGS VALENCIA INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 24STCV27676

[Assigned for all purposes to: Hon. Laura A.
Seigle, Dept. 17]

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Preliminary Approval Hearing:

Date: December 1, 2026

Time: 9:00 a.m.

Dept.: 17

Complaint filed: October 22, 2024

FAC filed: May 7, 2025

SAC filed: September 14, 2026

Trial date: Not set

1 Roman Otkupman, CSBN 249423

Roman@OLFLA.com

2 Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

3 **OTKUPMAN LAW FIRM, A LAW CORPORATION**

5743 Corsa Ave., Suite 123,

4 Westlake Village, CA 91362

Telephone: (818) 293-5623

5 Facsimile: (888) 850-1310

6 Attorneys for Plaintiff Patrick Gobran

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 1, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 17 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiffs Julissa Harrison and Patrick Gobran (collectively, the “Plaintiffs”) will and hereby does move this Court for an Order:

1. Granting preliminary approval of the proposed Class Action and PAGA Settlement Agreement (“Settlement Agreement”);
2. Conditionally certifying the proposed Class for settlement purposes only;
3. Appointing Plaintiffs as the Class Representatives;
4. Appointing Wilshire Law Firm, PLC and Otkupman Law Firm, ALC as Class Counsel;
5. Appointing ILYM Group, Inc. as the Administrator; and
6. Setting a final approval hearing date.

Pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq.*, this Motion is made on the grounds that the proposed Settlement satisfies all criteria for preliminary approval and falls well within the range of reasonableness. The Settlement was reached through informed, arm’s length bargaining between experienced attorneys with the assistance of an experienced neutral, and Plaintiffs and Plaintiffs’ Counsel will fairly and adequately represent the Class.

This Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities (“MPA”), the Declaration of John G. Yslas, the Declaration of Roman Otkupman, the Declaration of Julissa Harrison, the Declaration of Patrick Gobran, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

///

///

///

[Signature on the following page]

Respectfully submitted,

Dated: September 23, 2026

WILSHIRE LAW FIRM, PLC

By: 

John G. Yslas

Arrash T. Fattahi

Arman A. Salehi

Giancarlo A. Recinos

Attorneys for Plaintiffs

TABLE OF CONTENTS

I.	INTRODUCTION	5
II.	PROCEDURAL HISTORY	6
III.	SUMMARY OF THE SETTLEMENT TERMS	7
A.	Terms of the Proposed Settlement	7
B.	Proposed Settlement Administration.....	8
C.	Proposed Release	8
IV.	THE PROPOSED SETTLEMENT AGREEMENT MEETS ALL CRITERIA FOR PRELIMINARY APPROVAL	9
A.	Provisional Certification of the Class is Appropriate	9
1.	The Proposed Class is Numerous and Ascertainable.....	10
2.	A Well-Defined Community of Interest Exists.....	10
3.	A Class Action is Superior to a Multitude of Individual Lawsuits	12
B.	The Settlement Meets the Standards for Preliminary Approval	13
1.	The Settlement is Entitled to a Presumption of Fairness	13
2.	The Settlement is Reasonable Given the Strengths of Plaintiffs' Claims and the Risks and Expense of Further Litigation.....	14
C.	The Requested Service Payments are Reasonable	18
D.	The Requested Attorneys' Fees and Costs Are Reasonable	19
E.	The Administration Costs Are Reasonable	19
V.	CONCLUSION	20

TABLE OF AUTHORITIES

CASES

<i>Ayala v. Antelope Valley Newspapers, Inc.</i> , 59 Cal.4th 522 (2014)	6, 7
<i>Bell v. Farmers Ins. Exch.</i> , 115 Cal.App.4th 715 (2004)	14
<i>Brinker Restaurant Corp. v. Superior Court</i> , 53 Cal.4th 1004 (2012)	5, 6
<i>Cellphone Termination Fee Cases</i> , 186 Cal.App.4th 1380 (2010).....	14
<i>Chavez v. Netflix, Inc.</i> , 162 Cal.App.4th 43 (2008).....	9, 15
<i>Dean Witter Reynolds, Inc. v. Superior Court</i> , 211 Cal.App.3d 758 (1989)	8
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	9
<i>Duran v. U.S. Bank Nat’l Ass’n</i> , 59 Cal.4th 1 (2014).....	6
<i>Global Minerals & Metals Corp. v. Superior Court</i> , 113 Cal.App.4th 836 (2003)	6
<i>Hendershot v. Ready to Roll Transp., Inc.</i> , 228 Cal.App.4th 1213 (2014)	6
<i>Hernandez v. Restoration Hardware, Inc.</i> , 4 Cal.5th 260 (2018).....	7
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal.App.4th 116 (2008).....	9
<i>Medrazo v. Honda of North Hollywood</i> , 166 Cal.App.4th 89 (2008).....	7
<i>Nat’l Solar Equip. Owners’ Ass’n v. Grumman Corp.</i> , 235 Cal.App.3d 1273 (1991).....	8
<i>Noel v. Thrifty Payless, Inc.</i> , 7 Cal.5th 955 (2019)	6
<i>Rebney v. Wells Fargo Bank</i> , 220 Cal.App.3d 1117 (1991).....	10
<i>Richmond v. Dart Industries</i> , 29 Cal.3d 462 (1981).....	8
<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926 (1981)	6
<i>Sav-On Drug Stores, Inc. v. Superior Court</i> , 34 Cal.4th 319 (2004).....	8, 15
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001)	7, 9

STATUTES

Cal. Code Civ. Proc. § 382.....	8
---------------------------------	---

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq.*, Plaintiffs seek preliminary approval of a class action settlement of wage and hour claims, including representative claims brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), against Defendants Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Castaic Inc., and Zenith Wings Valencia Inc. (collectively, the “Defendants”). The proposed Class is defined as all current and former non-exempt employees of Zenith who worked for Zenith in California (“Class Members”) at any time during the period from October 22, 2020, through February 3, 2026 (60 days after mediation) (“Settlement Class Period” or “Class Period”). The main terms of the Settlement are as follows:

1. A Gross Settlement Amount of \$498,000.00.00, from which the Net Settlement Amount will be distributed to approximately 81 Class Members on a pro rata basis according to the total workweeks worked by each Class Member during the Class Period;
2. Attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount (currently \$166,000.00) and up to \$23,459.22 reimbursement of litigation costs to Plaintiffs’ Counsel;
3. Class Representative Service Payments of up to \$10,000.00 to each named Plaintiff (\$20,000.00 total);
4. Costs of settlement administration of up to \$12,000.00; and
5. Allocation of \$25,000.00 to PAGA penalties, sixty-five percent (65%) of which (\$16,250.00) will be paid to the Labor and Workforce Development Agency (“LWDA”), and thirty-five percent (35%) of which (\$8,750.00) will be paid to all current and former non-exempt California employees of Zenith who worked for Zenith (“Aggrieved Employees”) at any time during the period from the period from January 28, 2024 (i.e. one year prior to the submission of pre-filing notice letters) through February 3, 2026 (“PAGA Period”).

1 The Settlement meets all criteria for preliminary approval and falls within the range of
2 reasonableness given the risks and expenses of further litigation. The Settlement was reached
3 through informed, arm's length bargaining between experienced attorneys with the assistance of
4 an experienced neutral. As such, Plaintiffs request that the Court grant preliminary approval of the
5 Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiffs as the
6 Class Representatives, appoint Plaintiffs' Counsel as Class Counsel, appoint ILYM Group, Inc.
7 ("ILYM") as the Administrator, authorize the Administrator to administer notice of the Settlement
8 to the Class, and set a final approval hearing date.

9 **II. PROCEDURAL HISTORY**

10 On October 22, 2024, Plaintiff Harrison filed this putative class action against Defendants
11 Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Castaic Inc., and Zenith Wings Valencia
12 Inc. (collectively, the "Defendants") alleging: (1) failure to pay minimum and straight time wages;
13 (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and
14 permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide
15 accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8)
16 unfair business practices ("Harrison Action"). Declaration of John G. Yslas in Support of
17 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Yslas Decl.")
18 at ¶ 3.

19 On January 31, 2021, Plaintiff Harrison provided written notice to the LWDA and Defendants
20 with the specific provisions of the Labor Code alleged to have been violated, including the facts and
21 theories in support. Yslas Decl. at ¶ 4, Exhibit 1. The LWDA did not notify Plaintiff that it intended
22 to investigate within 65 days of this written notice. *Id.* On February 28, 2025, Plaintiff Gobran filed
23 a class action compliant in the Superior Court of California, County of Los Angeles, Case No.
24 25STCV05695 ("Gobran Class Action"). *Id.* On May 7, 2025, Plaintiff Harrison filed a First
25 Amended Complaint in this Class Action adding a cause of action for civil penalties under PAGA.
26 *Id.* On April 4, 2025, Plaintiff Gobran filed a separate action in the Superior Court of California,
27 County of Los Angeles, for civil penalties under PAGA, Case No. 25STCV10129 (the "Gobran
28 PAGA Action"). *Id.* On September 14, 2026, Plaintiff Harrison filed a Second Amended Complaint

1 in this Action adding the claims and Parties from the Gobran Class Action and the Gobran PAGA
2 Action. *Id.* at ¶ 5.

3 On December 3, 2025, the Parties participated in a private mediation with Abe Melamed,
4 Esq. *Id.* at ¶ 6. The mediator made a proposal, which was accepted by the Parties. *Id.* The Parties
5 negotiated the terms of the Settlement over the next several months, which was finalized on April
6 22, 2026. *Id.* at ¶ 7, Exhibit 2. On September 23, 2026, Plaintiffs submitted a copy of the Settlement
7 Agreement to the LWDA. *Id.* at ¶ 8, Exhibit 3.

8 **III. SUMMARY OF THE SETTLEMENT TERMS**

9 **A. Terms of the Proposed Settlement**

10 The Parties have agreed to settle the claims alleged in this case for a Gross Settlement
11 Amount of \$498,000.00. Settlement Agreement at § 3.1. Subject to Court approval, the following
12 payments will be deducted from the Gross Settlement Amount: (1) Class Representative Service
13 Payments of up to \$10,000.00 to each named Plaintiff (\$20,000.00 total); (2) attorneys' fees of up
14 to one-third (1/3) of the Gross Settlement Amount (currently \$166,000.00) and reimbursement of
15 litigation costs of up to \$23,459.22 to Plaintiffs' Counsel; (3) costs of settlement administration of
16 up to \$12,000.00 to ILYM; (4) Individual Class Payments to Class Members; and (5) PAGA
17 Penalties in the amount of \$25,000.00, which will be allocated 65% to the LWDA (\$16,250.00)
18 and 35% to Aggrieved Employees (\$8,750.00). *Id.* at § 3.2 *et seq.* After all requested deductions
19 are made, the remaining Net Settlement Amount is currently estimated to be \$251,840.78.

20 Individual Class Payments will be calculated based on the number of Workweeks worked
21 by each Class Member during the Class Period. *Id.* at § 3.2.4. For tax purposes, the Individual
22 Class Payments will be allocated 20% to wages and 80% to interest and penalties. *Id.* at § 3.2.4.1.
23 Defendants will separately pay employer payroll taxes owed on the wage portions of the individual
24 class payments separate from the Gross Settlement Amount. *Id.* at § 3.1.

25 Individual PAGA Payments to Aggrieved Employees will be calculated based on the
26 number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. *Id.*
27 at § 3.2.5.1. For tax purposes, the individual PAGA payments will be allocated 100% to penalties.
28 *Id.*

Any deductions not approved by the Court will be retained by the Administrator in the Net Settlement Amount. *Id.* at §§ 3.2.1, 3.2.2, 3.2.3, 3.2.5. Funds from any uncashed checks will be transmitted by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Class Member. *Id.* at § 4.4.3. None of the Gross Settlement Amount will revert to Defendants. *Id.* at § 3.1.

B. Proposed Settlement Administration

The Parties' proposed Class Notice complies with the requirements of California Rules of Court, Rule 3.766(d). *See* Exhibit A to Settlement Agreement. It provides information regarding the nature of this lawsuit, a summary of the settlement terms, the formula used for calculating individual class and PAGA payments and instructions to dispute the calculations, instructions on how to opt-out of or object to the Settlement, the date, time, and location of the final approval hearing, and the amounts sought for the class representative service payments, attorneys' fees and litigation costs, and settlement administration costs. *See generally, id.* The Class Notice also notifies Class Members that they do not need to submit a claim in order to participate in the Settlement and receive a payment. *See id.* The Administrator will mail Class Members the Class Notice by first-class United States Postal Service mail. Settlement Agreement at § 7.2.2.

If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail the Class Notice within three (3) business days to the forwarding address provided by the U.S.P.S. Settlement Agreement at § 7.2.3. If no forwarding address is provided, the Administrator will conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. *Id.* The deadline to opt-out of the Settlement or to submit an objection or dispute will be extended by fourteen (14) days for all Class Members whose Class Notice was remailed. *Id.* at §7.2.4.

C. Proposed Release

Effective on the date when Defendants fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release by Participating Class Members:

The claims released by Participating Class Members are all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged against the Released Parties based on the facts alleged in the operative Complaints (the "Released Class Claims"), including but not limited to all wage and hour claims, demands, rights, liabilities, and causes of action for allegedly failure to provide meal periods; failure to provide rest periods; failure to pay all wages and for all hours worked; failure to pay minimum and straight time wages; failure to pay overtime wages; failure to timely pay wages due at termination; failure to timely pay employees during employment; failure to provide and maintain accurate wage statements; failure to reimburse for business expenses; claims for civil and statutory penalties, interest, liquidated damages, attorney's fees and costs; claims under Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802, and applicable Industrial Welfare Commission Wage Orders; and unfair competition claims under California Business & Professions Code sections 17200 *et seq.* The Released Class Claims are those that accrued during the Class Period.

Settlement Agreement at § 5.2.

Release by Named Plaintiffs as Proxy or Agent of the LWDA:

The LWDA, by and through Plaintiffs as agents or proxies of the LWDA, shall be deemed to release the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, against the Released Parties based on the facts alleged in the operative Complaints and alleged in the corresponding PAGA Notices (the "Released PAGA Claims"), including but not limited to claims for civil penalties for violations of Labor Code sections 201-203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-2699.5, and applicable Wage Orders of the Industrial Welfare Commission; claims under California Business & Professions Code section 17200 *et seq.*; and all related claims for attorneys' fees and costs. The Released PAGA Claims are those that accrued during the PAGA Period.

Settlement Agreement at § 5.3.

Only Plaintiffs will agree to a general release and a waiver of Civil Code § 1542. Settlement Agreement at §§ 5.1, 5.1.1.

IV. THE PROPOSED SETTLEMENT AGREEMENT MEETS ALL CRITERIA FOR PRELIMINARY APPROVAL

A. Provisional Certification of the Class is Appropriate

Class certification is appropriate when there is: (1) an ascertainable and sufficiently numerous class; (2) a well-defined community of interest among class members; and (3) substantial benefits from certification that render proceeding as a class superior to the alternatives. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1021 (2012). Although courts still need to

review and consider each element for certification, a lesser standard can be used to provisionally certify a settlement class. *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th 836, 859 (2003).

1. The Proposed Class is Numerous and Ascertainable

“Ascertainability” is determined by examining the class definition and the size of the class and may also involve examining the means available to identify class members. *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-981, 985-986 (2019). As the settlement eliminates the need for trial, “the case management issues inherent in the ascertainable class determination need not be confronted.” *Global Minerals*, 113 Cal.App.4th at 859. Further, under California law, there is no minimum number of class members for maintenance of a class action. *Hendershot v. Ready to Roll Transp., Inc.*, 228 Cal.App.4th 1213, 1222 (2014). Class sizes as small as 10 have been permitted. *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981), disapproved on other grounds by *Noel*, 7 Cal.5th at 986.

The Class here consists of all current and former non-exempt employees of Zenith who worked for Zenith in California at any time during the Class Period. See Settlement Agreement at § 1.5, 1.11. The Class is also readily ascertainable from Defendants’ business records, because all Class Members are or were employees of Defendants. *Id.* Defendants’ records show there are approximately 81 Class Members, making joinder of all Class Members impracticable. Yslas Decl. at ¶ 10.

2. A Well-Defined Community of Interest Exists

The 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. *Brinker*, 53 Cal.4th at 1021.

a. Common Questions Predominate

In determining whether common issues “predominate,” courts consider both plaintiff’s legal theories and defendant’s affirmative defenses. *Duran v. U.S. Bank Nat’l Ass’n*, 59 Cal.4th 1, 28-29 (2014). The “predominate common questions” factor does not require that all class members have identical claims. *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal.4th 522, 530 (2014).

1 Rather, the focus is on whether issues shared by the class members are sufficiently uniform to
2 permit class-wide assessment, and whether individual variations in proof on those issues are
3 manageable. *Id.*

4 Plaintiffs have alleged that Defendants maintained common employment policies and/or
5 practices that unlawfully deprived Class Members of wages, meal periods, rest periods,
6 reimbursements for business expenses, accurate wage statements, and timely payment of wages
7 upon separation of employment. Yslas Decl. at ¶ 11. These allegations present common factual
8 and legal questions of, *inter alia*, whether Defendants applied the same scheduling, timekeeping,
9 pay, meal period, rest period, and reimbursement policies to all Class Members, whether these
10 policies and practices resulted in Labor Code violations, whether Defendants' conduct was
11 intentional, and whether Class Members are entitled to damages and/or penalties. *Id.* These
12 common questions could be resolved using Class Members' time records, payroll records,
13 testimony from Defendants' designated representative(s), and Class Members' testimony. *Id.*
14 Therefore, the Court can and should exercise its discretion to grant conditional class certification
15 for settlement purposes.

16 *b. Plaintiffs are Typical of the Class*

17 Typicality does not require that the representative plaintiff's claims and those of the class
18 members be identical or perfectly aligned. *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224,
19 228 (2001), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.*, 4 Cal.5th
20 260 (2018). Typicality does not require that a plaintiff's claims be identical to those of other class
21 members, only that their claims and the defenses applicable to them are sufficiently similar to those
22 of other class members that a named plaintiff is able to adequately represent the class and focus on
23 common issues. *Medraza v. Honda of North Hollywood*, 166 Cal.App.4th 89, 99 (2008).

24 Plaintiffs have alleged that they and Class Members were employed by the same
25 Defendants and injured by Defendants' common wage and hour policies and practices, including
26 Defendants' scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies.
27 See Yslas Decl. at ¶ 11. Through informal discovery, Plaintiffs confirmed that these challenged
28 policies and practices applied to Plaintiffs and Class Members alike. See *id.* at ¶ 9. Therefore,

1 Plaintiffs’ claims and Class Members’ claims arise from the same challenged employment policies
2 and practices and are based on the same legal theories.

3 c. Plaintiffs and Plaintiffs’ Counsel Will Adequately Represent the
4 Class

5 Certification requires adequacy of both the proposed class representative and of the
6 proposed class counsel. Cal. Code Civ. Proc. § 382. “Only a conflict that goes to the very subject
7 matter of the litigation will defeat a party’s claim of representative status.” *Richmond v. Dart*
8 *Industries*, 29 Cal.3d 462, 470 (1981). Only conflicts that are “irreconcilable” can defeat adequacy.
9 *Nat’l Solar Equip. Owners’ Ass’n v. Grumman Corp.*, 235 Cal.App.3d 1273, 1286 (1991). The
10 proposed representative Plaintiffs and proposed Class Counsel present no such conflict.

11 Plaintiffs’ interests are coextensive with Class Members’ interests. Declaration of Julissa
12 Harrison in Support of Plaintiffs’ MPA (“Harrison Decl.”) at ¶ 6. Plaintiffs have demonstrated an
13 ability to advocate for the interests of Class Members by initiating this lawsuit, providing
14 information to her attorneys, meeting with her attorneys regarding the claims, making herself
15 available the day of mediation to answer questions, and reviewing the proposed Settlement. *Id.* at
16 ¶ 11.

17 Likewise, Wilshire Law Firm, PLC and Otkupman Law Firm, ALC have expended
18 considerable time and effort on this case and will continue to do so through final approval. *See*
19 *generally*, Yslas Decl. Therefore, Plaintiffs should be appointed Class Representatives, and their
20 counsel should be appointed Class Counsel.

21 **3. A Class Action is Superior to a Multitude of Individual Lawsuits**

22 Courts have held that class treatment of wage and hour claims is clearly “superior to the
23 other available methods for the fair and efficient adjudication of the controversy.” *Dean Witter*
24 *Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 772-773 (1989). This is so because “[p]ublic
25 policy has long favored the ‘full and prompt payment of wages due an employee.’” *Sav-On Drug*
26 *Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, a class action is superior to a
27 multitude of individual lawsuits. Given the size and amount of each Class Member’s claim, Class
28 Members have little incentive to litigate their claims on an individual basis because the out-of-

1 pocket expenses and personal commitment necessary to litigate each claim likely outweigh any
2 potential recovery. Yslas Decl. at ¶ 10. Therefore, a class action is the superior method for seeking
3 relief.

4 **B. The Settlement Meets the Standards for Preliminary Approval**

5 The moving party must demonstrate that “the settlement is fair, adequate and reasonable.”
6 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 126 (2008). “In determining whether a
7 class settlement is fair, adequate, and reasonable, the trial court should consider relevant factors,
8 such as the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
9 litigation, the risk of maintaining class action status through trial, the amount offered in settlement,
10 the extent of discovery completed and the stage of the proceedings, the experience and views of
11 counsel, the presence of a governmental participant, and the reaction of the class members to the
12 proposed settlement.” *Wershba*, 91 Cal.App.4th at 244-245 (internal quotations and citations
13 omitted).

14 **1. The Settlement is Entitled to a Presumption of Fairness**

15 A settlement is entitled to “a presumption of fairness . . . where: (1) the settlement is reached
16 through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel
17 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
18 percentage of objectors is small.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).
19 The Settlement here satisfies the first three factors. Plaintiffs will analyze the fourth factor at final
20 approval after Class Members have been notified of the Settlement and provided with an
21 opportunity to object.

22 **a. The Settlement is the Result of Arm’s Length Negotiation**

23 Courts have recognized that the involvement of a respected mediator provides a high degree
24 of assurance that the settlement is the result of arm’s length bargaining. *See Chavez v. Netflix, Inc.*,
25 162 Cal.App.4th 43, 52-53 (2008). The Settlement in this matter was the product of a full-day
26 mediation session with a respected mediator. Yslas Decl. at ¶ 6. The negotiations were adversarial,
27 conducted at arm’s length, and tempered by the efforts of both sides to serve the interests of their
28 clients. *Id.*

1 *b. Sufficient Investigation and Discovery Have Been Conducted*

2 Prior to attending mediation, Plaintiffs' Counsel thoroughly investigated the claims,
3 applicable law, and potential defenses. Yslas Decl. at ¶ 9. Plaintiffs' Counsel assessed the value to
4 the class claims using the data and documents that Defendants produced in informal discovery,
5 including statistical data, including records of Zenith's employees, which consisted of wage
6 statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the
7 relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime
8 compensation, and reimbursement for business expenses, the number of Workweeks and PAGA Pay
9 Periods in the class, the total number of Class Members and Aggrieved Employees, and the average
10 rate of pay for Class Members each year in question. *Id.*

11 *c. Plaintiffs' Counsel is Experienced in Similar Litigation*

12 Plaintiffs are represented by Wilshire Law Firm, PLC and Otkupman Law Firm, ALC. Yslas
13 Decl. at ¶ 35. Plaintiffs' Counsel has extensive experience litigating wage and hour class actions
14 on behalf of employees. *See id.* at ¶¶ 22-32. Plaintiffs' Counsel has been involved as counsel in
15 numerous class actions that have resulted in millions of dollars in recovery. *See id.*

16 **2. *The Settlement is Reasonable Given the Strengths of Plaintiffs' Claims***
17 ***and the Risks and Expense of Further Litigation***

18 A settlement does not have to provide 100% of the damages sought to be considered fair
19 and reasonable. *See Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1991). Although
20 the exposure Plaintiffs' Counsel calculated is substantial, the various risks at succeeding at class
21 certification and through trial affected the valuation of the claims for settlement purposes. Yslas
22 Decl. at ¶ 12.

23 Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage claims
24 were based on the allegation that Defendants required Class Members to perform work duties
25 while off the clock, without compensation. Yslas Decl. at ¶ 13. For example, Plaintiffs alleged
26 that Defendants required them and other Class Members to perform work-related tasks while
27 clocked out. *Id.* For purposes of calculating Defendants' liability based on a best-case scenario
28 for Plaintiffs and the Class, Plaintiffs' Counsel assumed that all unpaid worktime should have been

1 paid at the overtime rate of pay and conservatively estimated that Defendants are liable for one (1)
2 hour of unpaid worktime per workweek. *Id.* This results in potential exposure for this claim of
3 approximately \$324,360.00 (12,000 workweeks x \$17.97 average hourly rate of pay x 1
4 hour/workweek x 1.5 overtime rate). Because this claim would have relied heavily on Class
5 Member testimony and would not be evidenced in Defendants' time and payroll records, the risk
6 of succeeding at class certification and trial was substantial. Accordingly, Plaintiffs' Counsel
7 applied a risk discount based on a 50% chance of succeeding at class certification and a 50% chance
8 of succeeding at trial on the merits, yielding a realistic damage estimate of approximately
9 \$80,865.00 (\$324,360 x 50% x 50%). *Id.*

10 Meal Periods: Plaintiffs' meal period claim was based on the allegation that Defendants
11 failed to provide Class Members with legally compliant meal periods or pay meal period premiums
12 in lieu thereof. Yslas Decl. at ¶ 14. For example, Plaintiffs alleged that Defendants required them
13 and other Class Members to take short or late meal periods, and in some cases, to work through
14 them. *Id.* Additionally, Plaintiffs' Counsel's expert consultant determined there was a 53.8% meal
15 period violation rate (for shifts over 5 hours) from the sampling of Defendants' time and payroll
16 records, where meal periods were short, late, or missed there was a 52.3% violation rate for shifts
17 over 6 hours that are not waivable). *Id.* Therefore, potential liability for the meal period claim is
18 approximately \$429,920.07 (44,469 shifts over 5 hours x \$17.97 average hourly rate x 53.8%
19 violation rate). *Id.* After taking into account the difficulty of certifying and proving meal period
20 claims, as well as Defendants' contention that the claim lacks merit and that a 53.8% violation rate
21 is unrealistic, Plaintiffs' Counsel discounted this figure based on a 60% chance of succeeding at
22 class certification and a 50% chance of succeeding at trial, yielding a realistic damage estimate of
23 approximately \$128,967.02 (\$429,920.07 x 60% x 50%). *Id.*

24 Rest Periods: Plaintiffs' rest period claim was based on the allegation that Defendants failed
25 to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu
26 thereof. Yslas Decl. at ¶ 15. For example, Plaintiffs alleged that Defendants required them and
27 other Class Members to work through their rest periods, or in some instances, take interrupted rest
28 periods. *Id.* Based on Plaintiff's allegations and Plaintiffs' and other Class Members' experience

1 working for Defendants, Plaintiffs' Counsel applied a 100% violation rate to all qualifying shifts
2 during the Class Period. Therefore, Defendants' potential liability for the rest period claim is
3 approximately \$846,908.13 (47,129 shifts of 3.5 hours or longer x \$17.97 average hourly rate x
4 100% violation rate). However, Plaintiffs' Counsel discounted this figure to account for the
5 difficulty of certifying and proving rest period claims, particularly because rest periods do not have
6 to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego
7 a rest period. *Id.* Because this claim would have relied exclusively on Class Member testimony,
8 Plaintiffs' Counsel discounted this claim based on a 40% chance of succeeding at class certification
9 and a 30% chance of succeeding at trial, yielding a realistic damage estimate of approximately
10 \$101,628.98 (\$846,908.13 x 40% x 30%). *Id.*

11 Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that
12 Defendants failed to indemnify Class Members for expenses incurred as a direct result of
13 performing their job duties for Defendants, such as mandatory use of personal cell phones for work
14 purposes. Yslas Decl. at ¶ 16. For purposes of calculating Defendants' liability based on a best-
15 case scenario for Plaintiffs and the Class, Plaintiffs' Counsel estimated that Defendants were liable
16 to each Class Member for \$12.50 per workweek in unreimbursed expenses, for a total amount of
17 approximately \$150,000.00 (\$12.50 x 12,000 workweeks). *Id.* However, Defendants argued that
18 these expenses were not required by Defendants, and that it could not have known that these
19 expenses were being incurred. *Id.* Accordingly, Plaintiffs' Counsel discounted this claim based on
20 a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding
21 a realistic damage estimate of approximately \$24,000.00 (\$150,000.00 x 40% x 40%). *Id.*

22 In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-the-
23 clock claim, meal period violations, and rest period violations (i.e., the wage claims) is
24 approximately \$1,600,288.20. Yslas Decl. at ¶ 17. However, after factoring in the risk and
25 uncertainty of prevailing at certification and trial, Plaintiffs' Counsel estimates that Plaintiffs'
26 realistic estimated recovery for these non-penalty wage claims is approximately \$311,470.00. *Id.*

27 Derivative Penalties: Plaintiffs alleged that as a result of Defendants' failure to pay all
28 wages owed, Defendant owed waiting time penalties and wage statement penalties. Yslas Decl. at

¶ 18. With respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel estimated that Defendants' maximum potential liability is approximately \$230,012.70. *Id.* Defendants' maximum potential liability for waiting time penalties is approximately \$160,112.70 (45 employees x \$17.97 average hourly rate of pay x 6.6 hours/day x 30 days] based on approximately 45 formerly employed Class Members during the 3-year statute of limitations period and an average shift length of 6.6 hours. *Id.* Defendants' maximum potential liability for inaccurate wage statements is approximately \$69,900.00 ([36 employees x 1 initial violation/employee x \$50 for an initial violation] + [(717 pay periods - 36 initial violations) x \$100 for each subsequent violation]). *Id.* In light of the foregoing, Plaintiffs' Counsel believes that it would be unrealistic to expect the Court to award the full \$230,012.70 in statutory penalties given Defendants' defenses, the contested nature of Plaintiffs' claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. *Id.* Considering that the underlying wage claims are realistically estimated to be approximately \$311,470.00, such a disproportionate award would also raise due process concerns. *Id.* As such, Plaintiffs' counsel discounted these figures to account for the risk and uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation of approximately \$19,213.52 for waiting time penalty claims (\$160,112.70 x 40% x 30%), and approximately \$8,388.00 for wage statement penalty claims (\$69,900.00 x 40% x 30%), or approximately \$27,601.52 total for statutory penalties. *Id.*

PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendants' potential exposure could reach \$62,800.00, assuming the initial \$100 penalty would apply for each of the 628 pay periods in the PAGA Period. Yslas Decl. at ¶ 19. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. *Id.* As such, Plaintiffs' counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$12,560.00 for PAGA penalties (\$62,800.00 x 20%). *Id.* The settlement allocates \$25,000.00 of the Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 5% of the Gross Settlement Amount. The realistic PAGA allocation is approximately 50% of the PAGA allocation

1 (\$12,560.00 / \$25,000.00). *Id.*

2 Using these estimated figures, Plaintiffs' Counsel predicted that the realistic damages
3 estimate for all claims, including penalties, would be approximately \$375,361.52. Yslas Decl. at ¶
4 20. This means that the realistic damages estimate represents approximately 75.4% of the gross
5 settlement amount (\$375,631.52 / \$498,000.00). *Id.* Considering the risk and uncertainty of
6 prevailing at class certification and at trial, this is an excellent result for the Class. *Id.* Indeed,
7 because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will
8 avoid the risk of an unfavorable judgment. *Id.*

9 Based on the figures in the Settlement Agreement, the Net Settlement Amount available for
10 class settlement payments is currently estimated to be \$251,840.78 for approximately 81 Class
11 Members. Yslas Decl. at ¶ 21. As a result, each Settlement Class Member would be eligible to
12 receive an average net benefit of approximately \$3,109.15. *Id.* Based on the estimated Net
13 Settlement Amount available for individual class payments and there being approximately 12,000
14 workweeks in the Class Period, the estimated weekly valuation for Individual Class Payments is
15 \$20.99 (\$251,840.78 / 12,000 workweeks). *Id.*

16 **C. The Requested Service Payments are Reasonable**

17 Plaintiffs seek Class Representative Service Payments of up to \$10,000.00 each for
18 accepting the responsibilities of representing the interests of the Class and potential costs that were
19 not borne by any other Class Member. Settlement Agreement at § 3.2.1. A named plaintiff is
20 eligible for payment that reasonably compensates the plaintiff for undertaking and fulfilling a
21 fiduciary duty to represent absent class members. *See Cellphone Termination Fee Cases*, 186
22 Cal.App.4th 1380, 1393 (2010); *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th 715, 726 (2004).

23 Throughout this case, Plaintiffs assisted counsel in providing information necessary to
24 prosecute the claims, meeting with counsel regarding the claims, maintaining regular contact with
25 counsel, making themselves available the day of mediation to answer questions, and reviewing the
26 Settlement to ensure it was fair to the Class. Julissa Harrison Decl. at ¶ 11. No action would likely
27 have been taken by Class Members individually and no compensation would have been recovered
28 for them, but for Plaintiffs' services on behalf of the Class. By actively pursuing this action,

1 Plaintiffs furthered the California public policy goal of enforcing the State’s wage-and-hour laws.
2 *See Sav-On*, 34 Cal.4th at 340. The requested Class Representative Service Payments are
3 reasonable and should be preliminarily approved. Plaintiffs have provided a declaration regarding
4 their work performed to date and will provide additional information as requested or required by
5 the Court at final approval.

6 **D. The Requested Attorneys’ Fees and Costs Are Reasonable**

7 The purpose of an attorneys’ fee award in class action litigation is to reward counsel who
8 invested in a case despite the risk of non-payment and achieved a substantial positive result for the
9 class. California courts routinely award attorneys’ fees equaling one-third or more of the potential
10 value of the common fund. *See Chavez*, 162 Cal.App.4th at 66, fn. 11 (“Empirical studies show
11 that, regardless of whether the percentage method or the lodestar method is used, fee awards in
12 class actions average around one-third of the recovery.”).

13 Plaintiffs seek appointment of Wilshire Law Firm, PLC and Otkupman Law Firm, ALC as
14 Class Counsel. The attorneys performed significant work and expended litigation costs in
15 prosecuting this matter with no guarantee of payment. Yslas Decl. at ¶ 22. Plaintiffs’ Counsel seeks
16 preliminary approval for up to one-third (1/3) of the Gross Settlement Amount in attorneys’ fees,
17 currently estimated to be \$166,000.00, and up to \$23,459.22 in reimbursement of litigation costs.
18 Given the work performed in this matter, the extensive information exchange, and the substantial
19 recovery obtained on behalf of the Class, Plaintiffs’ Counsel achieved a settlement through
20 efficient and diligent work. *See generally*, Yslas Decl. At final approval, Plaintiffs’ Counsel will
21 fully brief the merits of its request for the award of attorneys’ fees and litigation costs.

22 **E. The Administration Costs Are Reasonable**

23 The Parties have agreed upon using ILYM to administer this Settlement. Settlement
24 Agreement at §§ 1.2, 7.1. Plaintiffs seek preliminary approval of \$12,000.00 for ILYM to
25 administer this Settlement pursuant to ILYM’s will-not-exceed bid. *See* Yslas Decl. at ¶ 36, Exhibit
26 4. The services covered by this payment are extensive and necessary to carry out the Settlement
27 administration.

28 ///

1 **V. CONCLUSION**

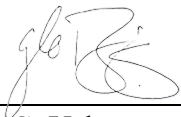
2 The Parties have negotiated a fair and reasonable settlement of the class claims in light of
3 the risks presented in this case. Plaintiffs have presented the materials and information necessary
4 to demonstrate that the requirements for preliminary approval have been met, and therefore
5 respectfully requests that the Court preliminarily approve the Settlement and schedule a date for
6 the final approval hearing.

7
8
9 Dated: September 23, 2026

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

10
11 By: _____


John G. Yslas
Arrash T. Fattahi
Arman A. Salehi
Giancarlo A. Recinos
Attorneys for Plaintiffs