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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

LARRY ATKINS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ITS LOGISTICS, LLC, a Delaware Limited
Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: STK-CV-UOE-2025-0001231

Assigned to the Hon. John Soldati

**PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Declarations of Mehrdad Bokhour, Joshua
Falakassa, Larry Atkins, and [Proposed]
Order filed concurrently herewith]*

HEARING INFORMATION

Date: September 29, 2026

Time: 9:00 a.m.

Dept.: 10D

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 29, 2026, at 9:00 a.m., or as soon
3 thereafter as the matter may be heard, in Department 10D of the San Joaquin County Superior
4 Court, located at 180 E Weber Ave, Stockton, California 95202, before the Honorable John
5 Soldati, Plaintiff Larry Atkins, individually and on behalf of all others similarly situated, will
6 and hereby does move the Court for an order:

- 7 1. Certifying the proposed Settlement Class for settlement purposes only;
- 8 2. Preliminarily appointing Plaintiff Larry Atkins as the Class Representative for
9 settlement purposes only;
- 10 3. Appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S.
11 Falakassa of Falakassa Law, P.C. as Class Counsel for settlement purposes only;
- 12 4. Preliminarily approving the Class Action and PAGA Settlement Agreement as
13 fair, reasonable, and adequate;
- 14 5. Approving the form and manner of the Class Notice and directing its
15 dissemination to Class Members, including notice of their rights to request exclusion from or
16 object to the Settlement;
- 17 6. Setting a date for the Final Approval Hearing to determine whether the
18 Settlement should be granted final approval.

19 This Motion is based upon this Notice of Motion and Motion, the accompanying
20 Memorandum of Points and Authorities, the Declarations of Mehrdad Bokhour, Joshua
21 Falakassa, Plaintiff Larry Atkins, the Class Action and PAGA Settlement Agreement and
22 Release of Claims, the Proposed Order Granting Preliminary Approval, the pleadings and
23 records on file in this action, and such other oral or documentary evidence as may be presented
24 at the hearing.

25 Dated: September 8, 2026,

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

27 BY:

Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiff and the Putative Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Through this Motion, Plaintiff Larry Atkins (“Plaintiff”), individually and on behalf of
4 all others similarly situated, seeks preliminary approval of the Class Action Settlement
5 Agreement. Subject to Court approval, Plaintiff and Defendant ITS Logistics, LLC
6 (“Defendant”) (collectively the “Parties”) have agreed to settle the claims asserted in this Action
7 and the proposed Class Members’ claims against Defendant for a Gross Settlement Amount of
8 \$150,000.

9 Plaintiff seeks to represent a settlement Class consisting of all persons who are or were
10 employed by Defendant as non-exempt employees in California at any time during the Class
11 Period, defined as January 27, 2021 through August 26, 2026 (the “Class” or “Class Members”).
12 Likewise, the PAGA Members include all persons who are or were employed by Defendant as
13 nonexempt employees in California at any time during the PAGA Period, defined as January 27,
14 2024 to August 26, 2026 (“PAGA Members”).¹

15 Under the terms of the Settlement Agreement, Defendant will not oppose Class
16 Counsel’s application for an award of attorneys’ fees not to exceed \$50,000, representing one
17 third of the Gross Settlement Amount, reimbursement of Class Counsel’s litigation expenses not
18 to exceed \$20,000, Settlement Administration Expenses not to exceed \$5,000, PAGA penalties
19 in the total amount of \$10,000, of which \$6,500 or 65 percent will be paid to the California
20 Labor and Workforce Development Agency and \$3,500 or 35 percent will be paid to the PAGA
21 Members, and a Class Representative Service Payment not to exceed \$10,000 to Plaintiff Larry
22 Atkins. (Settlement Agreement ¶¶ 3.2 *et seq.*):

23

	Total Amount
<i>Gross Settlement Amount</i>	\$150,000
Class Counsel Fees Payment	\$50,000
Class Counsel Litigation Expenses Payment	\$20,000.00
Administration Expenses Payment	\$5,000.00

26

27 ¹ The Class Action and PAGA Settlement Agreement and Release of Claims is attached as
28 **Exhibit “A”** to the Declaration of Mehrdad Bokhour (“Bokhour Declaration”) submitted herewith and is
referred to herein as the Settlement Agreement or the Settlement. The proposed Class Notice is attached
as **Exhibit “B”** to the Bokhour Declaration.

PAGA Penalties to LWDA (65% of \$10K award)	\$6,500.00
PAGA Penalties to PAGA Members	\$3,500.00
Class Representative Service Payment	\$10,000.00
<i>Net Settlement Amount</i>	\$55,000

The Settlement Class consists of approximately 59 non-exempt hourly employees who worked for Defendant in California during the Class Period. Plaintiff alleges that, regardless of job title or position, all non-exempt hourly employees were subject to the same wage and hour policies and practices.

Individual Class Payments will be distributed on a pro rata basis based on the number of Workweeks each Participating Class Member worked during the Class Period, as reflected in Defendant's payroll records. Class Members who worked more Workweeks during the Class Period will receive proportionally larger Individual Class Payments.

Based on Defendant's records, Class Members collectively worked approximately 1,786 Workweeks during the Class Period. After deductions approved by the Court, the Net Settlement Amount will be distributed on a pro rata basis according to each Participating Class Member's number of Workweeks. Based on these figures, the average Individual Class Payment is conservatively estimated at \$900 to \$1,000. A Class Member who worked the entire Class Period would receive the highest Individual Class Payment, which is estimated to be approximately \$7,000 to \$8,000. Class Members who worked fewer Workweeks will receive proportionally smaller payments.

The Settlement is non-reversionary, and Settlement Class Members are not required to submit claim forms to receive payment. Each Settlement Class Member will be mailed a Court-approved Class Notice containing information regarding the estimated Individual Class Payment, the opportunity to challenge the number of Workweeks credited during the Class Period, and instructions for submitting a Request for Exclusion or an Objection to the Settlement. Plaintiff was the lone opt out from a settlement in a prior class action case against Defendant in the U.S. District Court for the Eastern District of California, *Guthrie v. ITS Logistics, LLC*, Case No. 1:21-CV-00729. The *Guthrie* settlement was finally approved on January 9, 2026, and covered a class period from March 1, 2019 through June 28, 2024, and a

PAGA Period from March 9, 2020 through June 28, 2024. The *Guthrie* class period substantially overlaps the Class Period in this case (January 27, 2021 through August 26, 2026). The Guthrie PAGA Period also overlaps the PAGA period here (January 27, 2024 to August 26, 2026). As a result of participation in the *Guthrie* settlement and the corresponding release of claims through June 28, 2024, the putative class and the Workweeks at issue in this case were significantly reduced. (Settlement Agreement ¶ 1.4.5.)

All Settlement Class Members who do not timely submit a valid Request for Exclusion will automatically receive their Individual Class Payment following the Court’s grant of Final Approval. PAGA Members eligible for Individual PAGA Payments may not opt-out of the PAGA portion of the Settlement and will receive their share of the PAGA Penalties regardless of whether they participate in the class settlement.

Because the Settlement is fair, reasonable, and adequate, and is the result of arm’s-length negotiations between experienced counsel with the assistance of an experienced mediator, following a thorough exchange of relevant information and documents, it warrants preliminary approval. Plaintiff respectfully requests that the Court enter an order: (1) preliminarily approving the Settlement; (2) conditionally certifying the Settlement Class pursuant to California Code of Civil Procedure section 382 for settlement purposes only; (3) approving the form and manner of dissemination of the proposed Class Notice; (4) appointing Plaintiff Larry Atkins as Class Representative and appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel for settlement purposes only; (5) appointing Phoenix Settlement Administrators as the Settlement Administrator; and (6) scheduling a Final Approval Hearing. (Bokhour Decl. ¶ 12.)

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED CLASS

Defendant is a third-party logistics (“3PL”) and supply chain management company. (Bokhour Decl. ¶ 14.)

Plaintiff was employed by Defendant as a non-exempt employee titled “Local Driver.” Along with Mr. Atkins, other non-exempt employees—such as Yard Hostlers, Local Drivers,

1 Delivery Drivers, Loaders, Warehouse Associates, Terminal Operators, and Customer Service
2 Representatives—play vital roles in supporting Defendant’s daily operations and contributing to
3 the company’s success in California. Plaintiff alleges that, in performing these duties, Defendant
4 failed to consistently provide Plaintiff and other non-exempt hourly employees with all wages,
5 meal and rest periods, and other protections required by the California Labor Code and
6 applicable wage orders. (Bokhour Decl. ¶ 15.)

7 The proposed Settlement Class consists of all individuals who are or were employed by
8 Defendant in California as non-exempt hourly employees at any time during the Class Period,
9 defined as January 27, 2021 through August 26, 2026. (Settlement Agreement ¶¶ 1.4, 1.11.)

10 **B. PROCEDURAL HISTORY**

11 On January 27, 2025, Plaintiff filed suit in San Joaquin County Superior Court, asserting
12 claims based on Defendant’s alleged: (1) failure to pay minimum and overtime wages; (2)
13 failure to provide meal periods; (3) failure to provide rest breaks under Labor Code; (4) failure
14 to pay sick time wages ; (5) failure to provide accurate itemized wage statements under Labor
15 Code section 226; (6) failure to pay reporting time pay; (7) violation of California’s Unfair
16 Competition Law (“UCL”) under Business and Professions Code section 17200 *et seq.*
17 (Settlement Agreement, § 2.1.)

18 Thereafter, Plaintiff filed a First Amended Complaint (“FAC”) alleging the same causes
19 of action in the Complaint and adding a cause of action for waiting time penalties, failure to
20 reimburse business expenses, and alleged PAGA penalties under Labor Code section 2698.
21 (Bokhour Decl. ¶ 16.)

22 Prior to mediation, the Parties engaged in informal discovery and investigation.
23 Defendant produced, among other things, relevant policies and procedures, payroll and
24 timekeeping records, wage statements, and data regarding the size of the putative class and the
25 number of Workweeks worked during the Class Period taking into account those putative class
26 members who had released their claims in the *Guthrie* settlement. (Settlement Agreement ¶
27 1.4.5.) Plaintiff and Class Counsel analyzed the information produced, evaluated the claims and
28 defenses at issue, and assessed the risks associated with continued litigation. (Bokhour Decl., ¶¶

17, 26.)

On May 26, 2026, the Parties participated in an all-day mediation presided over by Lonnie Giamela, Esq. Following arm's-length negotiations conducted under the mediator's supervision, the Parties accepted the mediator's proposal and reached the Settlement now before the Court. (Bokhour Decl., ¶ 18; Settlement Agreement, § 2.5.)

Defendant denies all material allegations in the Action, denies that it violated any provision of the California Labor Code, denies that class or representative treatment would be appropriate if the Action were litigated, and contends that it has numerous factual and legal defenses to Plaintiff's claims. (Settlement Agreement, § 2.3.)

Plaintiff and Class Counsel, after investigating the facts and applicable law, evaluating the strengths and weaknesses of the claims and defenses, and considering the risks, expense, and delay associated with further litigation, concluded that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class and PAGA Members. (Bokhour Decl., ¶¶ 45-46.)

C. SUMMARY OF PLAINTIFF'S CLAIMS

Plaintiff alleges various wage and hour violations on behalf of non-exempt employees who worked for Defendant in California during the Class Period.

First, Plaintiff alleges that Defendant failed to compensate Class Members for mandatory pre-shift and post-shift work duties, and failed to properly calculate and pay overtime wages and paid sick leave by excluding non-discretionary bonuses from the regular rate of pay. Plaintiff contends that this resulted in the underpayment of overtime wages and sick pay owed to Settlement Class Members.

Plaintiff further alleges that Defendant failed to provide compliant meal periods and rest periods, or premium compensation in lieu thereof, in violation of the California Labor Code and applicable Industrial Welfare Commission Wage Orders.

Plaintiff additionally alleges that Defendant failed to timely pay all wages due upon separation of employment and failed to furnish accurate itemized wage statements in violation of Labor Code section 226. Plaintiff further asserts representative claims under the Private

Attorneys General Act seeking civil penalties for the alleged Labor Code violations described above.

D. SUMMARY OF DEFENDANT’S DEFENSES

Defendant contested and denied all material allegations raised by Plaintiff, both on the merits and with respect to the propriety of class certification and PAGA representative treatment.

Defendant asserted that it paid all wages owed, and that its timekeeping practices were lawful and neutrally applied, that it properly calculated and paid overtime and sick pay using the correct “regular rate of pay”, that it properly paid reporting time pay, and that its meal and rest period policies complied with California law and were implemented in practice. Defendant denied requiring employees to remain on duty or on the premises during rest periods. Defendant further argued that California’s meal and rest break laws as applied to commercial drivers like Plaintiff who were subject to the Federal Motor Carrier Safety Administration’s (FMCSA) hours-of-service regulations (HOS Regulations) are preempted under federal law. *California’s Meal and Rest Break Rules for Commercial Motor Vehicle Drivers*, 83 Fed. Reg. 67470-01 (Dec. 28, 2018); *Int’l Brotherhood of Teamsters, Local 2785 v. FMCSA*, 986 F.3d 841 (9th Cir. 2021) cert. denied 142 S. Ct. 93 (2021).

Further, Defendant argued that commercial drivers like Plaintiff and other putative class members are exempt from the payment of overtime. See IWC Wage Order No. 9, Cal. Code Regs. tit. 8, §11090 § (3)(L)(1); *Fitchett v. McLane Co., Inc.*, 2019 WL 4308779, at *4 (C.D. Cal. Jun. 7, 2019) (“Section 3(L)(1) of IWC Wage Order No. 9 exempts from California’s overtime requirements truck drivers whose hours of service are regulated by the U.S. Department of Transportation”).

Notwithstanding the exemption, Defendant voluntarily agreed to pay overtime to its drivers paid on an hourly basis at one-and-one-half (1.5) times their regular rate of pay for all hours worked in excess of 50 hours in a workweek, and Defendant contends that Plaintiff and the other hourly drivers were properly paid overtime in accordance with its policy.

Additionally, Defendant argued that there was no private right of action under Labor

Code section 246 so Plaintiff's sick pay claim was without merit.

In addition, Defendant argued that Plaintiff's off-the-clock claim was without merit because its policies required employees to report all time worked on their timecard and to clock in at the start of their shift before any work is performed and clock out at the end of their shift. Against these compliant policies, Defendant argued that Plaintiff would be unable to show that Defendant knew or should have known that Plaintiff or other Class Members were working off the clock in order to prevail on this claim.

Moreover, Defendant contended that Plaintiff's derivative claims for wage statement violations, waiting time penalties, and PAGA penalties failed in the absence of any underlying Labor Code violations, and denied any obligation to pay such penalties. Defendant also asserted that the use of personal cell phones was not required for business purposes and that a reimbursement policy was available for qualifying expenses.

Finally, Defendant argued that the Action was unsuitable for class or representative treatment because liability would require individualized inquiries into employees' job duties, break practices, and managerial oversight. Defendant contended that these differences defeated the typicality and predominance requirements.

III. SUMMARY OF THE PROPOSED SETTLEMENT

The following is a summary of the principal terms of the Settlement Agreement.

A. SETTLEMENT CONSIDERATION AND ALLOCATION

Defendant will separately pay the employer's share of payroll taxes owed on the portion of Individual Class Payments allocated as wages. (Settlement Agreement §§ 3.2.4.1.)

After all court-approved deductions from the Gross Settlement Amount, it is estimated that approximately \$54,000 will remain as the Net Settlement Amount available for distribution to Participating Class Members. Based on Defendant's records, Settlement Class Members collectively worked approximately 1,786 Workweeks during the Class Period. Accordingly, the Net Settlement Amount will be distributed on a pro rata basis based on each Participating Class Member's number of Workweeks. (Settlement Agreement § 2.4 and 3.2.5.). (Bokhour Decl. ¶ 7.)

1 **B. NOTICE PROCEDURES**

2 Upon Preliminary Approval, the Court-approved Class Notice will be distributed to
3 Class Members. Among other information, the first page of the Class Notice will identify each
4 Class Member's estimated Individual Class Payment and, if applicable, estimated Individual
5 PAGA Payment, together with the number of Workweeks and PAGA Pay Periods used to
6 calculate those amounts. (Settlement Agreement ¶ 7.4.2; Bokhour Decl., Ex. B.)

7 No later than 14 days after the Court grants Preliminary Approval, Defendant will
8 provide the Settlement Administrator with the Class Data in a Microsoft Excel spreadsheet. The
9 Class Data will include each Class Member's name, last-known mailing address, Social
10 Security number, and number of Workweeks and PAGA Pay Periods. (Settlement Agreement ¶¶
11 1.7, 4.2.)

12 Within 15 days after receiving the Class Data, the Settlement Administrator will update
13 the Class Members' addresses using the National Change of Address database and mail the
14 Court-approved Class Notice to all Class Members identified in the Class Data by first-class
15 U.S. Mail. (Settlement Agreement ¶ 7.4.2.)

16 If a Class Notice is returned as undeliverable with a forwarding address, the Settlement
17 Administrator will re-mail the Notice to the forwarding address within five business days. If no
18 forwarding address is provided, the Settlement Administrator will conduct a Class Member
19 Address Search and re-mail the Notice to the most current address obtained. (Settlement
20 Agreement ¶¶ 1.9, 7.4.3.) For any Class Member whose Notice is re-mailed, the deadlines to
21 submit a written objection, a Challenge to Workweeks or PAGA Pay Periods, or a Request for
22 Exclusion will be extended by 14 days, and the re-mailed Notice will advise the Class Member
23 of the extended deadline. (Settlement Agreement ¶ 7.4.4.)

24 Before mailing the settlement checks, the Settlement Administrator will again update the
25 recipients' mailing addresses using the National Change of Address database. (Settlement
26 Agreement ¶ 4.4.1.)

27 **C. EXCLUSION AND OBJECTION PROCEDURES**

28 Class Members who do not timely submit a valid Request for Exclusion will be deemed

Participating Class Members, will receive their Individual Class Payments without submitting a claim form, and will be bound by the terms of the Settlement, including the Participating Class Members' release. (Settlement Agreement ¶¶ 3.1, 7.5.3, 5.2.)

The Class Notice will inform Class Members of their right to exclude themselves from the class-action portion of the Settlement by submitting a signed, written Request for Exclusion to the Settlement Administrator by fax, email, or mail. A Request for Exclusion must reasonably communicate the Class Member's desire to be excluded and must be timely transmitted or postmarked. (Settlement Agreement ¶¶ 1.42, 7.5.1–7.5.2.) A Class Member who timely submits a valid Request for Exclusion will not receive an Individual Class Payment and will not be bound by the Participating Class Members' release. However, a Class Member cannot exclude himself or herself from the PAGA portion of the Settlement. A Non-Participating Class Member who qualifies as a PAGA Member will remain eligible to receive an Individual PAGA Payment and will be bound by the Released PAGA Claims. (Settlement Agreement ¶¶ 3.2.5, 7.5.4.)

The Class Notice will also inform Participating Class Members of their right to object to the class-action components of the Settlement. A Participating Class Member may submit a written objection to the Settlement Administrator by fax, email, or mail by the applicable deadline. Alternatively, a Participating Class Member may appear at the Final Approval Hearing, personally or through counsel retained at the Class Member's own expense, and present an objection to the Settlement. A Participating Class Member who objects will remain a member of the Settlement Class and will be bound by the Settlement if it receives Final Approval. (Settlement Agreement ¶¶ 7.5.3, 7.7.1–7.7.3.)

D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES

The Settlement Administrator will calculate each Individual Class Payment based on the Class Data and Workweeks provided by Defendant and any adjustments resulting from approved challenges to Workweeks. The Settlement Administrator will first divide the Net Settlement Amount by the total number of Workweeks credited to all Participating Class Members during the Class Period. Each Participating Class Member's Individual Class Payment

will equal that per-Workweek amount multiplied by the number of Workweeks credited to that Participating Class Member. (Settlement Agreement ¶ 3.2.4.)

Non-Participating Class Members will not receive Individual Class Payments. The amounts that otherwise would have been allocated to Non-Participating Class Members will remain in the Net Settlement Amount and will be distributed pro rata among Participating Class Members based on their respective Workweeks. (Settlement Agreement ¶ 3.2.5.)

The Class Notice will identify the estimated number of Workweeks credited to each Class Member. A Class Member who disagrees with the credited number of Workweeks or PAGA Pay Periods may submit a challenge to the Settlement Administrator by fax, email, or mail by the applicable deadline. The Settlement Administrator will encourage the Class Member to provide supporting documentation and will provide copies of the challenge and its determination to Class Counsel and Defense Counsel. In the absence of contrary documentation, the Settlement Administrator may presume that the information contained in the Class Notice is correct, provided it is consistent with the Class Data. The Settlement Administrator's determination will be final and not subject to appeal or further challenge. (Settlement Agreement ¶ 7.6.)

E. TIMING OF SETTLEMENT DISBURSEMENTS

The Settlement Administrator will establish a settlement fund that satisfies the requirements of a Qualified Settlement Fund under United States Treasury Regulation section 468B-1. (Settlement Agreement ¶ 7.3.) Within three days after the Effective Date, the Settlement Administrator will provide Defendant with wire-transfer instructions. Defendant will fund the Gross Settlement Amount within 15 days after the Effective Date and will separately pay the employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. (Settlement Agreement ¶¶ 1.21, 3.1, 4.3.)

Within 10 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail or otherwise disburse the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service

1 Payment. The Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
2 Class Representative Service Payment will not be disbursed before the Individual Class
3 Payments and Individual PAGA Payments. (Settlement Agreement ¶ 4.4.)

4 If a deadline falls on a weekend or federal legal holiday, it will be extended to the first
5 business day thereafter. (Settlement Agreement ¶ 12.15.)

6 **F. TAX TREATMENT**

7 For tax purposes, 20% of each Individual Class Payment will be allocated to the
8 settlement of wage claims and 80% will be allocated to the settlement of claims for interest and
9 penalties. The wage portion will be subject to applicable tax withholding and reported on an
10 IRS Form W-2. The non-wage portion will not be subject to wage withholding and will be
11 reported on an IRS Form 1099. Defendant will separately pay the employer-side payroll taxes
12 owed on the wage portions of the Individual Class Payments. Participating Class Members will
13 be responsible for any employee taxes owed on their Individual Class Payments. (Settlement
14 Agreement ¶¶ 1.21, 3.1, 3.2.4.1.) Individual PAGA Payments will be reported on IRS Forms
15 1099, and PAGA Members will be responsible for any taxes owed on those payments.
16 (Settlement Agreement ¶¶ 3.2.6.1–3.2.6.2.)

17 **G. PARTICIPATING CLASS MEMBERS' RELEASE OF CLAIMS**

18 Upon the Settlement becoming final and being fully funded as provided in Section 5 of
19 the Settlement Agreement, Participating Class Members will release, on behalf of themselves
20 and their respective former and present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, all claims against Defendant and the Released Parties that arise out of
22 or reasonably relate to the claims, rights, demands, liabilities, and causes of action, whether
23 known or unknown, arising from the same set of operative facts alleged in the original
24 complaint, the Operative Complaint, and/or the applicable LWDA letters, including claims that
25 could have been asserted based on those alleged facts, through August 26, 2026. (Settlement
26 Agreement ¶¶ 5, 5.2.)

27 The released claims include, without limitation, claims for failure to pay overtime;
28 failure to calculate wages based on the regular rate of pay, including sick time or other time off

required to be paid at the regular rate; failure to pay minimum wages; meal-period violations; rest-period violations; failure to pay sick time; failure to pay reporting-time pay; failure to reimburse necessary business expenses; wage-statement violations; failure to timely pay all final wages; expenses; statutory or civil penalties; relief under the California Labor Code; relief under California's Unfair Competition Law; attorneys' fees and costs; and interest (the "Participating Class Members' Released Claims"). (Settlement Agreement ¶ 5.2.)

In consideration of their Individual PAGA Payments, all PAGA Members will release all claims for civil penalties under PAGA against Defendant and the Released Parties that arise out of or reasonably relate to the claims alleged in the original complaint, the Operative Complaint, and/or the applicable LWDA letters, including claims that could have been asserted based on the facts alleged in those documents. The Released PAGA Claims include claims arising from the alleged failure to pay minimum and overtime wages; failure to pay sick time; failure to calculate wages based on the regular rate of pay; meal- and rest-period violations; failure to pay reporting-time pay; wage-statement violations; failure to timely pay all final wages; and failure to reimburse necessary business expenses. All PAGA Members who worked for Defendant during the PAGA Period will receive a pro rata portion of the Individual PAGA Payments and will be bound by the Released PAGA Claims, regardless of whether they exclude themselves from the class-action portion of the Settlement. PAGA Members cannot opt out of the PAGA portion of the Settlement. (Settlement Agreement ¶ 5.3.)

In addition to the class and PAGA releases, Plaintiff has agreed to release all known and unknown claims against Defendant and the Released Parties that arose on or before the date he signed the Settlement Agreement, subject to the exclusions stated in Paragraph 5.1. Plaintiff also expressly waived the protections of California Civil Code section 1542 with respect to his individual released claims. (Settlement Agreement ¶¶ 5.1, 5.4.)

IV. PROVISIONAL CERTIFICATION OF THE CLASS UNDER THE LESSER STANDARD OF SCRUTINY FOR SETTLEMENT-ONLY CERTIFICATION IS APPROPRIATE FOR PURPOSES OF SETTLEMENT

California Rule of Court 3.769(d) authorizes the Court to provisionally certify a

1 settlement class at the preliminary approval stage. Courts apply a lower standard of scrutiny
2 when evaluating class certification for settlement purposes only because the manageability
3 concerns present in a litigation class are not implicated, and the Court’s review of the settlement
4 itself protects absent class members. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
5 1807 at n.19.

6 Because no trial is contemplated, the Court need not consider whether the Action would
7 present intractable management problems if litigated. Instead, the focus is whether provisional
8 certification is appropriate to effectuate the Settlement and ensure adequate notice to the Class.
9 *Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.2d 615, 633.

10 For purposes of this Settlement only, Plaintiff respectfully requests that the Court
11 provisionally certify the Settlement Class under Code of Civil Procedure section 382.

12 **A. NUMEROSITY AND ASCERTAINABILITY**

13 Numerosity is satisfied where the class is so numerous that joinder of all members is
14 impracticable. Code Civ. Proc., § 382. Ascertainability is satisfied where class members can be
15 identified by objective criteria and provided notice without unreasonable time or expense.
16 *Medraza v. Honda of N. Hollywood* (2008) 166 Cal.App.4th 89, 101.

17 Here, Defendant’s records reflect that the Settlement Class consists of approximately 59
18 non-exempt hourly employees who worked for Defendant in California during the Class Period.
19 Joinder of this many individuals would be impracticable, and the class is readily ascertainable
20 through Defendant’s payroll and employment records, which identify Class Members by
21 objective criteria. Accordingly, numerosity and ascertainability are satisfied.

22 **B. WELL-DEFINED COMMUNITY OF INTEREST**

23 *1. Commonality*

24 Commonality is satisfied where questions of law or fact common to the class
25 predominate over questions affecting individual members. *Washington Mut. Bank v. Superior*
26 *Court* (2001) 24 Cal.4th 906, 913.

27 Plaintiff alleges that Settlement Class Members were subject to common wage and hour
28 policies and practices, including policies governing timekeeping, calculation of the “regular rate

of pay,” meal and rest periods, wage statements, and reimbursement of business expenses. While the Parties dispute whether common issues would predominate if the Action were litigated, they agree that commonality is satisfied for purposes of settlement only.

2. Typicality

Typicality examines whether the claims of the proposed class representative are reasonably coextensive with those of the class. (Newberg on Class Actions § 3:13.)

Plaintiff’s claims arise from the same alleged wage and hour policies and practices challenged on a classwide basis, and that typicality is satisfied under the lesser standard applicable to settlement only certification.

3. Adequacy of Representation

Adequacy requires that the class representative’s interests are aligned with those of the class and that class counsel are qualified and experienced. *Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540, 546.

Plaintiff was employed by Defendant during the Class Period, was subject to the same challenged policies as other Class Members, understands his responsibilities as Class Representative, and has no conflicts of interest with the Settlement Class. Plaintiff is represented by Class Counsel with extensive experience litigating wage and hour class actions and PAGA representative actions. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–11.) Adequacy is therefore satisfied.

4. Superiority

Certification of the Settlement Class is superior to individual litigation because it permits a global resolution of the claims in a single proceeding, promotes judicial economy, and provides meaningful relief to Class Members whose individual claims would be impractical to litigate on a standalone basis. Settlement only certification is therefore appropriate.

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT, WHICH IS FAIR, ADEQUATE, AND REASONABLE

A. CLASS ACTION SETTLEMENTS ARE SUBJECT TO JUDICIAL REVIEW AND APPROVAL UNDER THE CALIFORNIA RULES OF COURT

California law favors the settlement of disputes, particularly in the class action context, where settlement conserves judicial resources and avoids the expense, delay, and uncertainty of continued litigation. *Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1385. Nevertheless, a class action may not be compromised or dismissed without court approval. Cal. Rules of Court, rule 3.769(a).

The California Rules of Court establish a three step process for approval of a class action settlement: (1) preliminary approval of the proposed settlement; (2) notice to the class in the manner directed by the court; and (3) a final approval hearing at which the court determines whether the settlement is fair, adequate, and reasonable. Cal. Rules of Court, rule 3.769(c), (e)–(g).

The decision whether to approve a proposed settlement lies within the court’s sound discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234. In exercising that discretion, however, the court is not to conduct a trial on the merits or resolve disputed factual or legal issues underlying the claims. *Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.2d 615, 625.

At the preliminary approval stage, the court’s task is limited to determining whether the settlement appears to be within the range of possible approval and whether notice to the class is warranted. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801–1802. Preliminary approval is appropriate where there are no obvious deficiencies and no grounds to doubt the settlement’s fairness. Manual for Complex Litigation (Third) § 30.41.

B. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, NON-COLLUSIVE NEGOTIATIONS

The Settlement was reached through extensive arm’s length negotiations between experienced counsel and was facilitated by an experienced mediator with substantial expertise in wage and hour class and PAGA actions. The negotiations were adversarial and non collusive, and followed a thorough investigation of the factual and legal issues in the Action.

Although Plaintiff and Class Counsel believe the claims have merit, they also recognized the substantial risks associated with continued litigation, including the risk of an

adverse ruling on class certification, summary judgment, trial, or appeal. Defendant vigorously denied liability and asserted multiple defenses that, if successful, could have significantly limited or eliminated any recovery for the Class. (Bokhour Decl. ¶ 35.) These risks were appropriately considered in reaching the Settlement.

C. THE EXTENT OF THE INVESTIGATION WAS MORE THAN SUFFICIENT TO PERMIT PRELIMINARY APPROVAL OF THE SETTLEMENT

Prior to reaching the Settlement, Plaintiff and Class Counsel conducted a thorough investigation into the factual and legal bases of the claims. As described above, this investigation included interviews with putative class members, review of Defendant's policies and practices, and the informal exchange of relevant payroll, timekeeping, and compensation data. Class Counsel also conducted extensive legal research and developed damages models to assess potential exposure and litigation risk. (Bokhour Decl. ¶¶ 14, 26.)

This level of investigation was more than sufficient to permit Class Counsel and the Court to evaluate the strengths and weaknesses of the claims and to support preliminary approval of the Settlement.

D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS

In evaluating a proposed class settlement, the court must have sufficient information to understand the nature and magnitude of the claims and to determine whether the settlement represents a reasonable compromise in light of the risks of continued litigation. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. *Kullar* does not require an explicit statement of the maximum theoretical recovery in every case. Rather, the record must permit an understanding of the amount in controversy and the realistic range of possible outcomes. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.

Here, Defendant disputed both liability and class certification, arguing that it complied with California law, maintained compliant written policies, and that any alleged violations were individualized and not amenable to class treatment. Defendant also asserted defenses that could have significantly reduced or eliminated recovery. While Plaintiff believes the claims are suitable for class treatment, he recognizes that class certification and liability determinations are

1 inherently uncertain.

2 Considering the risks, expense, and delay associated with continued litigation, the
3 Settlement represents a reasonable and fair compromise that provides meaningful relief to Class
4 Members now, rather than the possibility of a greater recovery years later or no recovery at all.
5 (Bokhour Decl. ¶¶ 39–40.)

6 Based upon Class Counsel’s independent investigation and detailed data obtained
7 through informal discovery and information exchanges, and factoring in claim certification
8 probabilities and liability probabilities, Class Counsel formulated detailed damages models to
9 evaluate the claims in preparation for mediation and in order to reach a realistic and reasonable
10 resolution as further detailed below. (Bokhour Decl. ¶ 19.)

11 **1. Failure to Pay for Off-the-Clock Work and Failure to Pay the**
12 **Correct “Regular Rate of Pay”**

13 Plaintiff alleged that (1) Defendant failed to compensate Class Members for mandatory
14 pre-shift and post-shift job duties, and (2) Defendant improperly excluded certain non-
15 discretionary bonuses and incentive payments when calculating the “regular rate of pay” for
16 purposes of paying overtime and sick pay wages. (Bokhour Decl. ¶ 20.)

17 Defendant disputed these allegations, maintaining that it compensated Class Members
18 for all time worked, properly calculated the “regular rate of pay,” and had no uniform practice
19 requiring off-the-clock work. Defendant further contended that differences in job duties,
20 timekeeping practices, and compensation structures would require individualized inquiries.
21 (Bokhour Decl. ¶ 21.)

22 Plaintiff acknowledges the significant risks of proving these claims and obtaining class
23 certification, including the absence of reliable classwide evidence establishing the frequency
24 and duration of any off-the-clock work and variations in compensation structures. Plaintiff also
25 determined that the estimated wage damages attributable to the regular-rate theory were
26 relatively *de minimus*. (Bokhour Decl. ¶ 22.)

27 Accordingly, Plaintiff attributed \$0 to the off-the-clock claim and substantially
28 discounted the estimated value of the regular-rate claim in evaluating the Settlement, keeping in

mind that the main value is derived from the waiting time and wage statement penalties. (Bokhour Decl. ¶ 23.)

2. Waiting Time Penalties

Next, Plaintiff alleged that Defendant failed to timely pay all wages due upon separation, thereby subjecting Defendant to waiting-time penalties under Labor Code sections 201 through 203. Defendant's records identified 43 Class Members who separated from employment during the applicable statutory period. Assuming the statutory maximum of 30 days and an average workday of 8.6 hours, Plaintiff estimated a maximum theoretical exposure of approximately \$325,866. (Bokhour Decl. ¶ 24.)

Defendant disputed the claim, asserting that it timely paid all wages due and that any alleged non-payment was not willful. Defendant further contended that the claim was derivative of the underlying wage claims and presented individualized issues unsuitable for class treatment. (Bokhour Decl. ¶ 25.)

To account for the risks of establishing willfulness, proving the underlying wage violations, obtaining class certification, and prevailing at summary judgment or trial, Plaintiff applied a 50% discount. Plaintiff therefore estimated the risk-adjusted value of the waiting-time penalty claim at approximately \$162,933. (Bokhour Decl. ¶ 26.)

3. Failure to Provide Meal and Rest Periods or Compensation in Lieu Thereof at the "Regular Rate of Pay"

Moreover, Plaintiff alleged that Defendant failed to provide putative class members with all legally compliant meal and rest periods during the Class Period. The available data reflected approximately 5,000 potentially eligible shifts. Because the parties disputed the frequency of any violations, Plaintiff reasonably modeled a range of potential outcomes using violation rates from 20%—approximately one violation for every five eligible shifts—to 100% of the shifts analyzed. After crediting meal-period premiums previously paid by Defendant, this analysis yielded estimated meal-period exposure ranging from approximately \$35,210 to \$176,050 and estimated rest-period exposure ranging from approximately \$52,572 to \$262,860. (Bokhour Decl. ¶ 27.)

1 Defendant vigorously disputed both liability and the propriety of classwide adjudication.
2 Defendant maintained that its written policies complied with California law, that employees
3 were authorized and permitted to take legally compliant meal and rest periods, and that
4 premium compensation was paid whenever required. Defendant further contended that whether
5 any employee missed, shortened, or delayed a break depended on individualized
6 considerations—including the employee’s position, duties, schedule, work location, and
7 personal choices. These defenses presented meaningful risks to Plaintiff at class certification
8 and on the merits, including the possibility that some or all of the claimed exposure would not
9 be recoverable. (Bokhour Decl. ¶ 28.)

10 To account for those substantial litigation risks, Plaintiff applied a reasonable 50% risk
11 adjustment to the estimated exposure. The resulting risk-adjusted value of the meal-period claim
12 ranged from approximately \$17,605 to \$88,025, while the risk-adjusted value of the rest-period
13 claim ranged from approximately \$26,286 to \$131,430. These calculations reflect a balanced
14 and informed assessment of the potential recovery—not an assumption that Plaintiff would
15 establish every alleged violation across every eligible shift. (Bokhour Decl. ¶ 29.)

16 **4. Failure to Provide Accurate Itemized Wage Statements**

17 Plaintiff alleged that Defendant issued inaccurate wage statements in violation of Labor
18 Code section 226 based on the same conduct underlying the unpaid-wage and meal- and rest-
19 period claims. Defendant’s records reflected approximately 498 wage statements issued to 13
20 Class Members during the applicable statutory period. Applying the statutory penalty structure
21 of \$50 for an initial violation and \$100 for each subsequent violation, subject to the \$4,000 per-
22 employee maximum, Plaintiff estimated potential exposure of approximately \$49,150. (Bokhour
23 Decl. ¶ 30.)

24 Defendant disputed the claim, asserting that its wage statements complied with Labor
25 Code section 226 and that any alleged deficiency was neither knowing and intentional nor
26 injurious. Defendant also maintained that the claim was derivative of the underlying wage-and-
27 hour claims and presented individualized issues. (Bokhour Decl. ¶ 31.)

28 In light of these risks, Plaintiff applied an 80% discount, resulting in an estimated risk-

adjusted value of approximately \$9,830. (Bokhour Decl. ¶ 32.)

5. PAGA Penalties

Plaintiff also sought civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) for the alleged Labor Code violations. Defendant’s records reflected approximately 711 pay periods during the PAGA Period. Applying the statutory penalties to the pay periods associated with each alleged violation, Plaintiff estimated maximum potential PAGA exposure of approximately \$309,300. (Bokhour Decl. ¶ 33.)

This estimate, however, did not account for substantial legal and practical uncertainties, including whether penalties could be imposed cumulatively for multiple violations arising from the same conduct and the Court’s discretion to reduce penalties that would otherwise be unjust, arbitrary, oppressive, or confiscatory. (Lab. Code, § 2699(e)(2); *Cotter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037.) Defendant also disputed the underlying violations and the availability and amount of any penalties. (Bokhour Decl. ¶ 34.)

In light of these risks, the Parties allocated \$10,000 of the Gross Settlement Amount to PAGA Penalties. Of that amount, 65%, or \$6,500, will be paid to the LWDA, and 35%, or \$3,500, will be distributed to PAGA Members. Plaintiff submits that this allocation is fair, reasonable, and adequate under the circumstances. (Settlement Agreement ¶¶ 1.34, 3.2.6; Bokhour Decl. ¶ 35.)

In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates the risk-adjusted class recovery as follows:

• Unpaid Wages Claims:	\$0 (<i>discounted</i>)
• Labor Code §§ 201 – 203 Claims:	\$162,933
• Meal Period Claims:	\$17,605–\$88,025
• Rest Break Claims:	\$26,286–\$131,430
• Wage Statement Claims:	\$9,830
• PAGA Penalties	\$10,000
• <u>Total Risk-Adjusted Penalties and Damages:</u>	<u>\$226,654–\$402,218</u>

The \$150,000 Gross Settlement Amount represents approximately 37% to 66% of

Plaintiff's estimated risk-adjusted recovery. Given the substantial risks associated with class certification, proving liability and damages, and prevailing at summary judgment or trial, the Settlement provides meaningful and immediate monetary relief to Class Members and is fair, reasonable, and adequate.

E. CLASS COUNSEL IS EXPERIENCED IN SIMILAR WAGE-AND-HOUR LITIGATION

The views of experienced counsel are entitled to significant weight in determining whether a proposed class settlement is fair, adequate, and reasonable. *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, *aff'd* (9th Cir. 1981) 661 F.2d 939; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 (court must take into account "the experience and view of counsel") (internal quotation and citation omitted).

Class Counsel are highly experienced in wage and hour class actions and PAGA representative actions. Collectively, Class Counsel have litigated over one hundred wage and hour class and PAGA cases, have been repeatedly recognized as Super Lawyers in employment litigation, an honor awarded to only a small percentage of attorneys statewide, and have achieved substantial class action settlements on behalf of California employees. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–10.)

After conducting an independent investigation and engaging in arm's-length negotiations, Class Counsel carefully evaluated the strengths and weaknesses of the claims, the defenses asserted by Defendant, the risks associated with class certification and liability, and the realistic risk-adjusted value of the case. Based on that analysis, Class Counsel believes that the Settlement represents a fair, reasonable, and adequate resolution of the Action and is in the best interests of the Settlement Class and PAGA Members.

F. THE CLASS NOTICE CONFORMS TO ALL APPLICABLE STATUTES AND RULES

The proposed Class Notice fully and fairly informs Settlement Class Members of the nature of the Action, the material terms of the Settlement, and their rights and options under the Settlement Agreement and applicable law. The notice program is reasonably calculated to reach all or nearly all Settlement Class Members and therefore satisfies due process.

The content and dissemination of the Class Notice comply with California Rules of

1 Court 3.766 and 3.769. The Class Notice describes the material settlement terms, the proposed
2 attorneys' fees and costs and Settlement Administration Expenses, the Final Approval Hearing,
3 and the procedures and deadlines for requesting exclusion or submitting an objection, and
4 informs Class Members of their estimated Individual Class Payments. (Ex. B.)

5 The Class Notice will be mailed by the Settlement Administrator via first-class U.S.
6 Mail to the last known addresses of Settlement Class Members, using Defendant's records, with
7 address updating and re-mailing procedures for undeliverable notices. This method constitutes
8 meaningful notice with a reasonable likelihood of reaching a substantial percentage of the Class.
9 *Archibald v. Cinerama Hotels* (1976) 15 Cal.3d 853, 861.

10 The 45-day response period provides Class Members with a reasonable opportunity to
11 evaluate the Settlement, seek advice if desired, and elect whether to participate, object, or
12 request exclusion. Settlement Class Members who do not request exclusion will be bound by the
13 Settlement and will automatically receive settlement payments upon Final Approval.

14 **G. THE NON-REVERSIONARY "CHECKS CASHED" DISTRIBUTION ENSURES**
15 **MAXIMAL RECOVERY FOR CLASS MEMBERS**

16 Under the Settlement, all Settlement Class Members who do not request exclusion will
17 automatically receive an Individual Settlement Payment without submitting a claim form. This
18 structure maximizes participation and ensures that Class Members receive payment unless they
19 affirmatively opt out.

20 The Settlement is non-reversionary, meaning that no portion of the Settlement Amount
21 will revert to Defendant. Any settlement checks that are not negotiated within the applicable
22 check-cashing period will be sent to the California Controller's Unclaimed Property Fund,
23 subject to Court approval. Courts favor these terms because they promote class recovery and
24 prevent collusion.

25 **H. THE ATTORNEYS' FEES ALLOCATION UNDER THE SETTLEMENT AGREEMENT**
26 **IS FAIR**

27 Under the terms of the Settlement Agreement, Class Counsel requests an amount not
28 exceeding one-third of the Settlement Amount in attorneys' fees. *See, e.g., Laffite v. Robert Half*

1 *Int'l Inc.* (2016) 1 Cal.5th 480 (approving 1/3 fee in the amount of \$6.33 million at a 2.13
2 lodestar multiplier, when class action litigation establishes a monetary fund for the benefit of the
3 Class Members, the trial court may determine the amount of a reasonable fee by choosing an
4 appropriate percentage of the fund created); see also *Stuart v. RadioShack Corp.* (N.D. Cal.
5 Aug. 9, 2010) No. C-07-4499 EMC, 2010 WL 3155645 (approving fee award of 1/3 of the total
6 maximum settlement amount of \$4.5 million) (the court noted that the fee award of 1/3 of the
7 total settlement was “well within the range of percentages which courts have upheld as
8 reasonable in other class action lawsuits”); *Singer v. Becton Dickinson and Co.* (S.D. Cal. June
9 1, 2010) No. 08-cv-1501-IEG (BLM), 2010 WL 2196104, at *8 (approving fee award of
10 33.33% of the common fund); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14,
11 2007) No. 1:05cv0484 DLB, 2007 WL 3492841, at *4 (awarding fees of 1/3 of common fund
12 in a wage and hour class action, noting: “[f]ee awards in class actions average around one-third
13 of the recovery.”); *Martin v. FedEx Ground Package System, Inc.* (N.D. Cal. Dec. 31, 2008) No.
14 C 06-6883 VRW, 2008 WL 5478576, at *8 (approving fees of 1/3 of common fund). (Bokhour
15 Decl. ¶¶ 54.)

16 Once the Court grants preliminary approval of the Settlement Agreement and the Class
17 Notice is disseminated, Class Counsel will submit a request for attorneys’ fees and costs with its
18 final approval motion.

19 **I. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND APPROPRIATE**

20 The Settlement Agreement provides for a Service Award to Plaintiff Larry Atkins in an
21 amount not to exceed \$10,000. The requested Service Award is reasonable in light of Plaintiff’s
22 substantial time, effort, and personal risk undertaken on behalf of the Class and PAGA
23 Members.

24 Plaintiff actively assisted Class Counsel throughout the litigation, including by
25 providing detailed factual information supporting the class and PAGA claims, producing
26 documents, participating in strategy discussions and mediation preparation, remaining available
27 throughout the litigation to analyze claims and defenses, attending and assisting during
28 mediation, and reviewing the Settlement documents. Plaintiff also assumed the risk associated

1 with serving as Class Representative, including potential exposure to costs and workplace
2 retaliation. (See Declaration of Plaintiff Larry Atkins in Support of Plaintiff's Motion for
3 Preliminary Approval of Class Action Settlement.)

4 The requested Service Award is within the range approved by courts in comparable
5 cases. See, e.g., *Bond v. Ferguson Enterprises, Inc.* (E.D. Cal. 2011) No. 1:09 cv 1662 OWW
6 MJS, 2011 WL 2648879 (approving \$11,250 service award); *Ross v. U.S. Bank National*
7 *Association* (N.D. Cal. 2010) No. C 07 02951 SI, 2010 WL 3833922, at *2 (approving \$20,000
8 service award); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 415, 493
9 (approving \$6,500 service awards).

10 Accordingly, the requested Service Award is fair, reasonable, and appropriate under the
11 circumstances.

12 **VI. THE COURT SHOULD APPOINT PHOENIX SETTLEMENT**
13 **ADMINISTRATORS AS THE SETTLEMENT ADMINISTRATOR**

14 Subject to Court approval, the Parties have stipulated that Phoenix Settlement
15 Administrators ("Phoenix") be appointed as the Settlement Administrator. Phoenix is
16 experienced in administering class action settlements and is well qualified to administer the
17 notice and distribution process in this Action. Pursuant to the Settlement Agreement, Settlement
18 Administration Costs shall not exceed \$5,000, subject to Court approval. (Bokhour Decl. ¶ 46.)

19 **VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING**

20 The final step in the approval process is a hearing at which the Court considers the terms
21 of the Settlement and hears any timely objections and arguments from the Parties in support of
22 final approval.

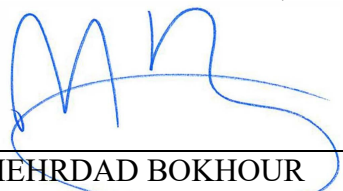
23 **VIII. CONCLUSION**

24 For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant his
25 Motion for Preliminary Approval of Class Action Settlement.
26
27
28

1 Dated: September 8, 2026

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

2
3
4 BY:


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