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

12 JORGE HERNANDEZ, an individual, on  
13 behalf of himself and all others similarly  
14 situated;

15 Plaintiffs,

16 v.

17 ANDY'S PRECISION SEAL & STRIPE,  
18 INC., California Corporation; ANDREW  
19 MACHADO, an individual; and DOES 1 -  
20 100, inclusive;

21 Defendants

Case No.: 22STCV30219

*[Assigned for all purposes to Hon. Elihu M.  
Berle, Dept. 6]*

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

(Filed concurrently herewith Declaration of  
Daniel Srourian, Esq., Declaration of Armenta,  
*[Proposed Order]*)

Date: February 19, 2026  
Time: 9:00 a.m.  
Dept.: 6

22 **PLEASE TAKE NOTICE** that pursuant to Rule 3.769 of the California Rules of Court, on  
23 February 19, 2026 at 9:00 a.m. in Department 6 of the above-entitled Court located at 312 N. Spring  
24 St., Los Angeles, CA 90012, Plaintiff Jorge Hernandez ("Plaintiff") individually and on behalf of a  
25 similarly situated class of individuals, will and herby does move this Court for:

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

“All persons currently or formerly employed as non-exempt, hourly-paid employees in California by Defendants at any time from September 15, 2018 through January 20, 2025 (the “Class Period”).
3. Preliminary appointment of Plaintiff Jorge Hernandez as Class Representative;
4. Preliminary appointment of Daniel Srourian of Srourian Law Firm, P.C. as Class Counsel;
5. The scheduling of a hearing to consider whether the settlement should be finally approved and to award an amount for the Enhancement Award to the Class Representatives and the attorneys’ fees and costs to Class Counsel;
6. Appointment of Simpluris Inc. as the third-party Administrator for mailing notices; and
7. Approval of the Notice of Proposed Class Action Settlement (the “Class Notice”) and accompanying Request For Exclusion form and Objection form (the “Notice Packet”) and an order that they be disseminated to the proposed Class Members as provided in the Joint Stipulation of Class Action and PAGA Settlement entered into between Plaintiff on behalf of himself and all others similarly situated, and Defendants Andy’s Precision Seal & Stripe, Inc. and Andrew Machado (collectively “Defendants”) (the “Settlement Agreement”).

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

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<sup>1</sup> “Action” means the action filed on September 15, 2022 in the Los Angeles Superior Court, titled *Jorge Hernandez v. Andy’s Precision Seal & Stripe, Inc.*, Case No. 22STCV30219. Settlement Agreement § I(A).

1 DATED: January 20, 2026

**SROURIAN LAW FIRM, P.C.**

2 

3 By: \_\_\_\_\_

4 DANIEL SROURIAN

5 Attorney for Jorge Hernandez, individually and  
6 on behalf of all others similarly situated  
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## **TABLE OF CONTENTS**

|                                                                                                                                     |    |
|-------------------------------------------------------------------------------------------------------------------------------------|----|
| I. INTRODUCTION .....                                                                                                               | 5  |
| II. SUMMARY OF THE LITIGATION .....                                                                                                 | 6  |
| III. SUMMARY OF THE SETTLEMENT .....                                                                                                | 7  |
| A. Terms Of The Settlement.....                                                                                                     | 7  |
| B. Notice To Class Members.....                                                                                                     | 11 |
| C. Disputes, Exclusion Process And Objections .....                                                                                 | 13 |
| D. Proposed Release .....                                                                                                           | 15 |
| IV. LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL .....                                                                           | 17 |
| A. Provisional Certification Of The Class Is Appropriate.....                                                                       | 17 |
| 1. The Proposed Class Is Numerous And Ascertainable .....                                                                           | 18 |
| 2. A Well-Defined Community Of Interest Exists Among Class<br>Members .....                                                         | 18 |
| a. Common Questions Predominate .....                                                                                               | 18 |
| b. Plaintiff's Claims Are Typical Of The Class Claims.....                                                                          | 20 |
| c. Plaintiff and Plaintiff's Counsel Will Adequately Represent<br>The Interests Of The Proposed Class.....                          | 20 |
| 3. A Class Action Is Superior To A Multitude Of Individual<br>Lawsuits .....                                                        | 21 |
| B. The Proposed Settlement Meets The Standards For Preliminary<br>Approval .....                                                    | 21 |
| 1. The Settlement Is Entitled To A Presumption Of Fairness .....                                                                    | 22 |
| a. The Settlement Is The Result Of Arm's-Length<br>Negotiations .....                                                               | 22 |
| b. Class Counsel Conducted Sufficient Investigation And<br>Discovery .....                                                          | 22 |
| c. Class Counsel Is Experienced In Similar Litigation .....                                                                         | 23 |
| 2. The Proposed Settlement Is Reasonable Given The Strengths Of Plaintiff's<br>Claims And The Risks And Expense Of Litigation ..... | 23 |
| a. Risk Analysis .....                                                                                                              | 24 |
| C. The Requested Enhancement Award .....                                                                                            | 27 |
| D. The Requested Attorneys' Fees .....                                                                                              | 28 |
| V. CONCLUSION.....                                                                                                                  | 29 |

## TABLE OF AUTHORITIES

### CASES

|                                                                                                                     |                |
|---------------------------------------------------------------------------------------------------------------------|----------------|
| <i>Amaral v. Cintas Corp. No. 2</i> (2008), 163 Cal.App.4 <sup>th</sup> 1157 .....                                  | 26             |
| <i>Baker v. American Horticulture Supply, Inc.</i> (2010) 186 Cal.App.4 <sup>th</sup> 1059 .....                    | 26             |
| <i>Bell v. Farmers Ins. Exch.</i> (2004), 115 Cal.App.4 <sup>th</sup> 715 .....                                     | 27             |
| <i>Brinker Restaurant Corp. v. Superior Court</i> (2012), 53 Cal.4 <sup>th</sup> 1004 .....                         | 17, 18, 20, 25 |
| <i>Capitol People First v. Dept. of Developmental Services</i> (2007), 155 Cal.App.4 <sup>th</sup> 676 .....        | 21             |
| <i>Cellphone Termination Fee Cases</i> (2010), 186 Cal.App.4 <sup>th</sup> 1380.....                                | 21, 27         |
| <i>Chavez v. Netflix, Inc.</i> (2008), 162 Cal.App.4 <sup>th</sup> 43 .....                                         | 28             |
| <i>Classen v. Weller</i> (1983), 145 Cal.App.3d 27 .....                                                            | 20             |
| <i>Dunk v. Ford Motor Co.</i> (1996), 48 Cal.App.4 <sup>th</sup> 1794 .....                                         | 7, 22          |
| <i>Fireside Bank v. Superior Court</i> (2007), 40 Cal.4 <sup>th</sup> 1069.....                                     | 18             |
| <i>Ghazaryan v. Diva Limousine, Ltd.</i> (2008), 169 Cal.App.4 <sup>th</sup> 1524 .....                             | 21             |
| <i>Kullar v. Foot Locker Retail, Inc.</i> (2008), 168 Cal.App.4 <sup>th</sup> 116.....                              | 7, 23          |
| <i>Linder v. Thrifty Oil Co.</i> (2000), 23 Cal.4 <sup>th</sup> 435, 446 .....                                      | 21             |
| <i>Munoz v. BCI Coca-Cola Bottling Co.</i> (2010), 186 Cal.App.4 <sup>th</sup> 399 .....                            | 23             |
| <i>North County Contractor's Ass'n., Inc. v. Touchstone Ins. Serv.</i> (1994), 27 Cal.App.4 <sup>th</sup> 1085..... | 21             |
| <i>Officers for Justice v. Civil Service Comm'n</i> (9th 1982) 688 F.2d 615.....                                    | 27             |
| <i>Rebney v. Wells Fargo Bank</i> (1991), 220 Cal.App.3d 1117.....                                                  | 24, 27         |
| <i>Reyes v. Bd. of Supervisors</i> (1987), 196 Cal.App.3d 1263 .....                                                | 18             |
| <i>Richmond v. Dart Industries, Inc.</i> (1981), 29 Cal.3d 462.....                                                 | 18             |
| <i>Sav-On Drug Stores, Inc. v. Superior Court</i> (2004), 34 Cal.4 <sup>th</sup> 319.....                           | 18, 27         |
| <i>Wershba v. Apple Computer, Inc.</i> (2001), 91 Cal.App.4 <sup>th</sup> 224 .....                                 | 24             |

### STATUTES/TREATISES

|                                                                                              |            |
|----------------------------------------------------------------------------------------------|------------|
| Cal. Lab. Code § 226 .....                                                                   | 16, 17, 19 |
| Cal. Lab. Code § 2699 .....                                                                  | 26         |
| Conte & Newberg, <i>Newberg on Class Actions</i> , §§ 11.26 (4 <sup>th</sup> ed. 2002) ..... | 21         |

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jorge Hernandez (“Plaintiff”) respectfully request that this Court grant preliminary  
4 approval of the proposed class action and PAGA settlement of claims against Defendants Andy’s  
5 Precision Seal & Stripe, Inc. and Andrew Machado (collectively “Defendants”) (collectively with  
6 Plaintiff, the “Parties”), pursuant to California Rules of Court (“CRC”) 3.769(d) and (e). The basic  
7 terms of the Joint Stipulation of Class Action and PAGA Settlement (the “Settlement Agreement”)  
8 provide for the following:

- 9 (1) A Gross Settlement Amount of up to One Hundred and Fourteen Thousand Dollars and Zero  
10 Cents (\$114,000.00);
- 11 (2) Reasonable attorneys’ fees not to exceed One Third (1/3) of the Gross Settlement Amount,  
12 or up to Thirty-Eight Thousand Dollars and Zero Cents (\$38,000.00);
- 13 (3) Reimbursement of any litigation costs associated with Class Counsels’ litigation and  
14 settlement of the action, up to Thirteen Thousand Five Hundred Dollars and Zero Cents  
15 (\$13,500.00);
- 16 (4) An Enhancement Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to the  
17 Class Representatives from the Gross Settlement Amount;
- 18 (5) Settlement Administration Costs currently estimated to be Seven Thousand Dollars and No  
19 Cents (\$7,000.00); and
- 20 (6) An allocation of Ten Thousand Dollars and No Cents (\$10,000.00) to the resolution of any  
21 Class Members’ claims arising under PAGA. Seventy-five percent (75%) of this sum  
22 (\$7,500.00) will be paid to the California Labor Workforce Development Agency  
23 (“LWDA”), and the remaining twenty-five (25%) (\$2,500.00) will be allocated pursuant to  
24 the Settlement Agreement as Individual PAGA Payments.<sup>23</sup> Declaration of Daniel Srourian

25  
26 <sup>2</sup> “Individual PAGA Payment” means each PAGA Employee’s *pro rata* share of 25% of the PAGA Penalties, which  
shall be calculated in accordance with the Individual PAGA Payment calculations described in the Settlement  
Agreement. Settlement Agreement § I(P).

27 <sup>3</sup> On January 20, 2026, Class Counsel gave notice to the LWDA via their website. The Proposed Settlement of PAGA  
28 case form was completed with the required information and a copy of the Settlement Agreement was uploaded. Both  
the Proposed Settlement of PAGA case form and the uploaded copy of the Settlement Agreement were then submitted  
to the LWDA via their website. Srourian Decl. ¶ 38.

1 In Support of Plaintiff’s Unopposed Motion For Preliminary Approval Of Class Action and  
2 PAGA Settlement (“Srourian Decl.”) ¶ 6.

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

## 11 **II. SUMMARY OF THE LITIGATION**

12 On September 15, 2022, Plaintiff commenced this Action by filing a Complaint against  
13 Defendants. Srourian Decl. ¶ 3. Defendants deny the allegations raised against them, deny any failure  
14 to comply with the laws identified in in Action, and deny any and all liability for the causes of action  
15 alleged. Srourian Decl. ¶ 5.

16 Class Counsel has diligently investigated the facts and claims alleged in the Action, including  
17 a thorough analysis of voluminous documents, interviews of putative Class Members, and an analysis  
18 of the time and pay data informally produced by Defendants prior to and during the mediation.  
19 Srourian Decl. ¶ 6. Based on an independent investigation and evaluation, Plaintiff and Class Counsel  
20 believe that this settlement is fair, reasonable, and adequate and is in the best interest of the Class in  
21 light of all known facts and circumstances, including the risks of significant delay, denial of a motion  
22 for class certification or decertification, the defenses asserted by Defendants, and potential appellate  
23 issues. *Id.*

24 On December 6, 2023, the Parties participated in an all-day mediation presided over by the  
25 Kevin T. Barnes, Esq. Srourian Decl. ¶ 7. At the mediation and thereafter, Defendants shared  
26 confidential financial information with Plaintiff, regarding their financial condition and other  
27 liabilities. These negotiations ultimately led to this Settlement Agreement to settle the Action. *Id.*

1 Further, and prior to reaching the Settlement Agreement, Plaintiff obtained, through informal  
2 discovery, all corporate written wage and hour policies in effect at any time during the Class Period,  
3 Plaintiff's full personnel file and time/pay records, and time and pay records for a randomly selected  
4 18% of Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court  
5 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar*  
6 *v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar"). *Id.*

7 The settlement discussions during and after mediation were conducted at arm's length, and  
8 the settlement is the result of an informed and detailed analysis of Defendants' potential liability of  
9 total exposure in relation to the costs and risks associated with continued litigation. Based on  
10 documents produced pursuant to informal discovery, as well as Class Counsels' own independent  
11 investigation and evaluation and the mediator's efforts, Class Counsel believes that the settlement  
12 with Defendants for the consideration and on the terms set forth in this Settlement Agreement is  
13 fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known  
14 facts and circumstances, including the risk of significant delay and uncertainty associated with  
15 litigation, various defenses asserted by Defendants, and numerous potential appellate issues.  
16 Srourian Decl. ¶ 6.

### 17 **III. SUMMARY OF THE SETTLEMENT**

#### 18 **A. Terms Of The Settlement**

19 In exchange for the releases set forth in the Settlement Agreement and herein below,  
20 Defendants agree to pay the Gross Settlement Amount in the amount of One Hundred Fourteen  
21 Thousand Dollars (\$114,000.00), subject to the applicable pro rata increase.<sup>4</sup> The Gross Settlement  
22 Amount includes all claims of the Class and all Settlement Administration Costs, Class Counsel's  
23 attorney's fees and costs, the LWDA Payment, and the Enhancement Award. Settlement Agreement  
24 § III(D)(7).

---

25 <sup>4</sup> When the Parties agreed to settle this matter, Defendants estimated the total number of workweeks during the Class  
26 Period as 11,400. If the actual number of workweeks worked by Class Members during the Class Period is more than  
27 Ten Percent (10%) greater than 11,400 workweeks (i.e. 12,540 workweeks), the Settlement Amount shall be increased  
28 on a proportional percentage basis equal to the percentage increase in the number of workweeks worked by the Class  
Members. For example, if the number of workweeks increases by fifteen percent (15%) through the end of the Class  
Period to 13,110 workweeks, the Gross Settlement Amount will correspondingly increase by five percent (5%).  
Settlement Agreement § III(D)(5).

1 No later than thirty (30) calendar days after the Effective Date<sup>5</sup>, Defendants will transfer the  
2 Gross Settlement Amount into the QSF established by the Settlement Administrator either directly  
3 or by sending the funds to the Settlement Administer to be deposited and distributed. All of  
4 Defendants' obligations under this Settlement are deemed to be satisfied upon Defendants' timely  
5 deposit of the entire Gross Settlement Amount and acknowledgement of receipt of said funds and  
6 Defendants shall have no further obligations to the Class including, without limitation, any further  
7 obligations to make any other payments of any kind to, or on behalf of, the Class (except for the  
8 employer's share of payroll taxes). *Id.*

9 The Settlement Administrator will use these funds to issue the Individual Settlement  
10 Payments<sup>6</sup> to Participating Class Members, Individual PAGA Payments to PAGA Employees<sup>7</sup>, Class  
11 Counsel's attorneys' fees and costs, the LWDA Payment, the Enhancement Award, Settlement  
12 Administration Costs and employee tax withholdings applicable to the Net Settlement Amount  
13 allocated to wages. No more than Fourteen (14) calendar days after Defendants fully fund the  
14 Settlement, the Settlement Administrator will distribute Participating Class Members'<sup>8</sup> Individual  
15 Settlement Payments, Individual PAGA Payments, Court-approved attorney's fees and costs,  
16 Settlement Administration Costs, the Enhancement Award, and the LWDA Payment. *Id.*

17 "Net Settlement Amount" means the portion of the Gross Settlement Amount that is available  
18 for distribution to Participating Class Members after deductions for Court-approved settlement  
19 administration costs, attorney's fees and costs, Enhancement Award, and PAGA Penalties.

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21 <sup>5</sup> "Effective Date" means the later of the following: (1) the date the Final Approval Order is signed if no objections are  
22 filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Approval Order,  
23 sixty (60) calendar days after the Final Approval Order is signed; or (3) if an appeal is taken from the Court's  
24 overruling of objections to the Settlement, thirty (30) days after the appeal is withdrawn or after an appellate decision  
25 affirming the final approval decision becomes final. Settlement Agreement § I(H).

26 <sup>6</sup> "Individual Settlement Payment" means the *pro rata* share of the Net Settlement Amount that shall be paid to  
27 Participating Class Members less the employee's portion of required federal and state withholdings. Individual  
28 Settlement Payments will be each Participating Class Member's proportional share of the Net Settlement Amount  
(which shall be determined by the calculations provided in the Settlement Agreement). Settlement Agreement § I(O).

<sup>7</sup> "PAGA Employees" means all persons currently or formerly employed as non-exempt, hourly-paid employees in  
California by Defendants at any time during the PAGA Period (defined below). PAGA Employees may not exclude  
themselves from the PAGA release and will be bound by the PAGA Released Claims, as set forth in the Settlement  
Agreement regardless of whether they submit a request to exclude themselves from the Settlement. Settlement  
Agreement § I(B).

<sup>8</sup> "Participating Class Member(s)" means all Settlement Class Members who do not submit a valid and timely Request  
for Exclusion pursuant to the Settlement Agreement. Settlement Agreement § I(X).

1 Settlement Agreement § I(S).

2 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
3 Payments. After final approval by the Court, the Net Settlement Amount will be distributed to  
4 Participating Class Members as follows:

5 *Individual Settlement Payments.* The Settlement Administrator will calculate the total  
6 number of Qualifying Workweeks<sup>9</sup> for all Participating Class Members worked during the Class  
7 Period. The Individual Settlement Payment that each Participating Class Member will be eligible to  
8 receive will be calculated by dividing each Participating Class Member's individual number of  
9 Qualifying Workweeks by the total number of Qualifying Workweeks of all Participating Class  
10 Members worked during the Class Period, and multiplying the resulting fraction by the Net  
11 Settlement Amount. The Settlement Administrator will determine the total number of Qualifying  
12 Workweeks worked during the Class Period for each Participating Class Member. Settlement  
13 Agreement § III(D)(7)(f).

14 *Individual PAGA Payments.* Individual PAGA Payments will be paid from the 25% portion  
15 of the PAGA Penalties. The Settlement Administrator will calculate the total number of Qualifying  
16 Pay Periods for all PAGA Employees worked during the PAGA Period. The Individual PAGA  
17 Payment that each PAGA Employee will be eligible to receive will be calculated by dividing each  
18 PAGA Employee's individual number of Qualifying Pay Periods<sup>10</sup> worked during the PAGA Period  
19 by the total number of Qualifying Pay Periods of all PAGA Employees worked during the PAGA  
20 Period, and multiplying the resulting fraction by the 25% portion of the PAGA Penalties (\$2,500.00)  
21 payable to PAGA Employees. The Settlement Administrator will determine the total number of  
22 Qualifying Pay Periods worked during the PAGA Period for each PAGA Employee. *Id.*

23 Each Individual Settlement Payment will represent wages and penalties allocated using the  
24 following formula: 20% allocated to wages and 80% allocated to non-wage statutory damages,  
25 reimbursements, penalties, and interest. Each Individual PAGA Payment will be allocated as  
26

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27 <sup>9</sup> "Qualifying Workweeks" means any week during which a Class Member worked at least one shift for Defendants in  
a non-exempt, hourly-paid position during the Class Period. Settlement Agreement § I(CC).

28 <sup>10</sup> "Qualifying Pay Periods" means any pay period during which a PAGA Employee was employed by Defendants in a  
non-exempt, hourly-paid position and performed work during the PAGA Period. Settlement Agreement § I(BB).

1 follows: 100% as civil penalties (to be reported on IRS Form 1099, if required). The amounts paid  
2 as wages shall be subject to all tax withholdings customarily made from an employee's wages and  
3 all other authorized and required withholdings and shall be reported by W-2 forms. The employer-  
4 side taxes (including employer's portion of FICA, FUTA, SUTA, and all other applicable payroll  
5 taxes) will be paid by Defendants separate from and in addition to the Gross Settlement Amount.  
6 The amounts paid as non-wage statutory damages, interest, and/or civil penalties shall be subject to  
7 all authorized and required withholdings other than the tax withholdings customarily made from  
8 employees' wages and shall be reported by IRS 1099 forms. Settlement Agreement § III(D)(7)(h).

9 No later than fourteen (14) business days after receiving the entire Gross Settlement Amount  
10 from Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual  
11 Settlement Payments to Participating Class Members. Participating Class Members who are entitled  
12 to receive both an Individual Settlement Payment and Individual PAGA Payment will be paid by  
13 way of a single check. Participating Class Members shall have 180 days from the date their Individual  
14 Settlement Payment checks are issued to cash their settlement checks. Any amounts from checks  
15 that remain unclaimed and/or uncashed after 180 days of issuance will be disbursed to the State  
16 Controller's Office. Settlement Agreement § III(D)(7)(g).

17 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
19 a mass search on LexisNexis databases based on set criteria and, if another address is identified, shall  
20 mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a  
21 valid mailing address through this process, the Settlement Administrator will also transfer the amount  
22 represented by the check to State Controller's Office. *Id.*

### 23 **B. Notice To Class Members**

24 No later than fifteen (15) business days after the Preliminary Approval Date, Defendants will  
25 provide the Settlement Administrator with a "Class List" based on its business records, identifying  
26 the names of the Class Members, their last known home addresses currently in Defendants'  
27 possession, custody, or control, Social Security numbers or, as applicable, other taxpayer  
28 identification number in Defendants' possession, custody, or control, and their Qualifying

1 Workweeks worked during the Class Period and Qualifying Pay Periods worked during the PAGA  
2 Period, respectively. This information shall be treated as confidential and shall not be disclosed to  
3 Plaintiff, Class Counsel or any other person without prior approval from Defendants' Counsel.  
4 Settlement Agreement § III(C).

5 Following Defendants' delivery of the Class List to the Settlement Administrator after  
6 Preliminary Approval, the Settlement Administrator shall calculate: (a) the Net Settlement Amount,  
7 (b) the Individual Settlement Payment for each Participating Class Member based on the formula  
8 specified in the Settlement Agreement, (c) the amount of the Individual Settlement Payments to be  
9 allocated to wages, statutory damages/interest, penalties, and reimbursements, (d) the employer share  
10 of the payroll taxes applicable to the Net Settlement Amount allocated to wages, and (e) the employee  
11 tax withholding amount based on the allocation of each Individual Settlement Payment to wages. *Id.*

12 Within fifteen (15) business days of receiving the Class List from Defendants, the Settlement  
13 Administrator will send Class Members, by first-class mail, at their last known address, the Court  
14 approved Class Notice, including notice of this settlement and of the opportunity to opt out of the  
15 Settlement Class or object to the Settlement, in English and Spanish. The Class Notice will include  
16 a calculation of the Class Member's estimated share of the Net Settlement Amount as well as any  
17 estimated Individual PAGA Payment, to the extent applicable. Class Members will have forty-five  
18 (45) days from the date of mailing in which to postmark Requests for Exclusion or Objections. Prior  
19 to the initial mailing, the Settlement Administrator will check all Class Member addresses against  
20 the National Change of Address database and shall update any addresses before mailing. The  
21 Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5)  
22 business days of receiving notice that a Class Notice was undeliverable. If a Class Member's Class  
23 Notice is re-mailed, the Class Member shall have fifteen (15) calendar days from the re-mailing, or  
24 forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to  
25 postmark a Request for Exclusion or Objection. Class Members shall not be required to submit claim  
26 forms in order to receive their Individual Settlement Payments. *Id.*

27 If a Class Notice is returned with a forwarding address, the Settlement Administrator shall  
28 re-mail the Class Notice to the forwarding address. With respect to those Class Members whose

1 Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement  
2 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
3 mass search on LexisNexis databases based on set criteria and, if another address is identified, shall  
4 mail the Class Notice to the newly identified address. It is the intent of the Parties that reasonable  
5 means be used to locate Class Members and that the Settlement Administrator be given discretion to  
6 take steps in order to facilitate notice of this Settlement and delivery of the Individual Settlement  
7 Payments to the Settlement Class. If no address can be determined by the Settlement Administrator  
8 after these efforts, no further efforts to determine an address shall be required. *Id.*

9 In the event a Class Member's Class Notice remains undeliverable sixty (60) calendar days  
10 after the Class Notice was initially mailed, the Settlement Administrator will not mail the Class  
11 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
12 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
13 Member. If at the conclusion of the check cashing period the Class Member's Class Notice and  
14 Individual Settlement Payment and/or Individual PAGA Payment remain undeliverable and/or  
15 unclaimed and uncashed, the Settlement Administrator will distribute the funds from  
16 unclaimed/uncashed checks in accordance with the procedures set forth in the Settlement Agreement.  
17 *Id.*

18 As set forth above, all Class Members will be mailed a Notice in both English and Spanish.  
19 Srourian Decl. ¶ 34. Each Notice will provide: (a) information regarding the nature of the Action;  
20 (b) a summary of the settlement's principal terms; (c) the Class definition; (d) the total number of  
21 qualifying Workweeks each respective Class Member worked for Defendants during the Class  
22 Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for  
23 calculating the same; (f) the dates which comprise the Class Period and the PAGA Period; (g)  
24 instructions on how to submit valid objections to the settlement or Requests for Exclusion; (h) the  
25 deadlines by which the Class Member must fax or postmark Requests for Exclusion, submit  
26 disputes to information on Class Notices, or fax or postmark objections to the settlement; (i) the  
27 claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing. *Id.*

1 Under the terms of the Settlement Agreement, the Parties agree that the Administrator means  
2 Simpluris, Inc. The Parties each represent that they do not have any financial interest in the  
3 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
4 could create a conflict of interest. Srourian Decl. ¶ 37.

5 The Settlement Administrator has extensive experience administering these types of  
6 settlements including years of successful class action case management. Srourian Decl. ¶ 9.  
7 Simpluris, Inc. has developed a seamless process to maintain superior case continuity to ensure  
8 clients receive timely final approval. *Id.* Further, the Settlement Administrator maintains procedures  
9 to protect the security of class data and carries adequate insurance should there be a data breach or  
10 defalcation of funds. *Id.* The administration costs in connection with the class-wide and PAGA  
11 settlement will be paid from the Gross Settlement Amount and are currently estimated to be Seven  
12 Thousand Dollars and No Cents (\$7,000.00). *Id.*

### 13 C. Disputes, Exclusion Process And Objections

14 Qualifying Workweek/Pay Period Disputes: If any Class Member disagrees with Defendants'  
15 records as to his or her Qualifying Workweeks during the Class Period or Qualifying Pay Periods  
16 during the PAGA Period, as reflected in the Class Notice, the Class Member shall set forth in writing  
17 the Qualifying Workweeks or Qualifying Pay Periods he or she claims to have worked during the  
18 Class Period and/or PAGA Period, sign the writing, and mail such writing to the Settlement  
19 Administrator, along with any supporting documentation, postmarked no later than the Response  
20 Deadline.<sup>11</sup> All written disputes must contain the Class Member's address, telephone number, and a  
21 reference to the Action. The Notice will also provide a method for the Class Member to challenge  
22 the employment data on which his or her Individual Settlement Payment is based. The Settlement  
23 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith  
24 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator shall  
25

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26 <sup>11</sup> "Response Deadline" means the date by which Class Members must submit to the Settlement Administrator a  
27 Request for Exclusion, Objection, and/or workweek/pay period dispute, which shall be the date that is forty-five (45)  
28 calendar days from the initial mailing of the Class Notice by the Settlement Administrator (or fifteen (15) calendar  
days after the Settlement Administrator re-mails the Class Notice to the Class Member, whichever is later). If the date  
of the Notice Deadline falls on a Sunday or federal holiday, the Response Deadline will be extended to the next  
calendar day on which the U.S. Postal Service is open. Settlement Agreement § I(DD).

1 resolve the Qualifying Workweeks or Qualifying Pay Periods dispute for each Class Member during  
2 the Class Period and/or PAGA Period, respectively, based on the information provided to it. The  
3 Settlement Administrator's determination will be binding on the Parties and the Class Members,  
4 unless the Court reviews and modifies the Settlement Administrator's determination. Accordingly,  
5 the Court retains authority to review and modify any decision by the Administrator, and the Court's  
6 decision will be final and binding. Settlement Agreement § III(D)(1).

7       Requests for Exclusion from the Class: In order for any Class Member to validly exclude  
8 himself or herself from the Class and this Settlement (i.e., to validly opt out), a written Request for  
9 Exclusion must be signed by the Class Member or his or her authorized representative, and must be  
10 sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15)  
11 calendar days after the Settlement Administrator re-mails the Notice to the Class Member, whichever  
12 is later). All written Requests for Exclusion must contain the Class Member's address, telephone  
13 number, the last four digits of their social security number, and a reference to the Action, and clearly  
14 state that the Class Member does not wish to be included in the Class Settlement. The date of the  
15 initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked,  
16 shall be conclusively determined according to the records of the Settlement Administrator. The  
17 Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class  
18 Counsel and Defense Counsel and shall report the number of Requests for Exclusion that it receives,  
19 to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Settlement  
20 Agreement § III(D)(2).

21       Any Class Member who timely and validly requests exclusion from the Class and this  
22 Settlement will receive his/her share of PAGA Settlement Amount and will still be bound by any  
23 release pertaining to claims for civil penalties under PAGA. Any Class Member who timely and  
24 validly requests exclusion from the Class and this Settlement will not be entitled to the remaining  
25 portion of the Individual Settlement Payment which would have been paid to him/her, will not be  
26 bound by the terms and conditions of the Settlement Agreement, and will not have any right to object,  
27 appeal, or comment thereon. Class Members may not request exclusion from the settlement of the  
28 release of a PAGA claim in the Action. Thus, if the Court approves the Settlement, even if a Class

1 Member requests exclusion from the Settlement, the Class Member will still receive an individual  
2 settlement share for the PAGA claims pursuant to the terms of Section III(D)(7)(e) of the Settlement  
3 Agreement, and will be deemed to have released the PAGA claims. *Id.*

4 Any Class Member who fails to timely submit a Request for Exclusion shall automatically  
5 be deemed a Participating Class Member whose rights and claims with respect to the issues raised in  
6 the Action are determined by the Court's Final Approval Order, and by the other rulings in the  
7 Action. *Id.*

8 Objections to Settlement: For any Class Member to object to this Agreement, or any term of  
9 it, the person making the objection must not also submit a request for exclusion (i.e., must not opt  
10 out), and should send to the Settlement Administrator, postmarked no later than the Response  
11 Deadline (or fifteen (15) calendar days after the Settlement Administrator re-mails the Notice to the  
12 Class Member, whichever is later), a written statement of the grounds of objection, signed by the  
13 objecting Class Member or his or her attorney, along with all supporting papers. All written  
14 objections must contain the Class Member's address, telephone number, the last four digits of their  
15 social security number, and a reference to the Action. The date of the initial mailing of the Notice  
16 Packet, and the date the signed objection was postmarked, shall be conclusively determined  
17 according to the records of the Settlement Administrator. The Settlement Administrator shall send  
18 any objections it receives to Defense Counsel and Class Counsel within three (3) business days of  
19 receipt. Class Members may also appear at the final approval hearing to object. The Court retains  
20 final authority with respect to the consideration and admissibility of any Class Member objections.  
21 If a Class Member objects to the Settlement, the Settlement Class Member will remain a member of  
22 the Settlement Class and if the Court approves this Agreement, the Class Member will be bound by  
23 the terms of the Settlement in the same way and to the same extent as a Class Member who does not  
24 object. Settlement Agreement § III(D)(3).

#### 25 **D. Proposed Release**

26 Release by Participating Class Members: Upon the Effective Date, and full payment of the  
27 Gross Settlement Amount by Defendants, Plaintiff and all Participating Class Members will forever  
28

1 release the Released Parties<sup>12</sup> from any and all claims, debts, liabilities, demands, actions, or causes  
2 of action of every nature and description that accrued during the Class Period, under state law and  
3 the Wage Orders of the California Industrial Welfare Commission, that were alleged or which could  
4 have been alleged based on the factual allegations in the Complaint in the Action, including, but not  
5 limited to, claims for unpaid wages (including, inter alia, off-the-clock work, rate of pay, and  
6 rounding allegations), failure to pay minimum wages, straight time wages, overtime wages, and  
7 double time wages, failure to provide compliant meal and rest breaks or periods or provide premium  
8 compensation in lieu thereof, failure to comply with itemized employee wage statement provisions,  
9 failure to pay wages due at separation and associated waiting time penalties, failure to timely pay  
10 wages during employment, failure to maintain compliant time and payroll records, failure to  
11 reimburse for business expenses, and for unfair or unlawful business practices pursuant to California  
12 Business and Professions Code § 17200, et seq. based on the aforementioned, declaratory relief,  
13 statutory and civil penalties, and attorney fees and costs. The Released Claims specifically include,  
14 but are not limited to, all claims arising under California Labor Code Sections 201-204, 206, 218.6,  
15 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, and/or those arising under the  
16 Industrial Welfare Commission Wage Orders; and/or those arising under the Industrial Welfare  
17 Commission Wage Orders; California Business and Professions Code section 17200 et seq.;  
18 California Code of Regulations, title 8, Section 11160; the California Civil Code sections 3287, 3289,  
19 and 3294; and California Code of Civil Procedure section 1021.5 (“Released Claims”). Settlement  
20 Agreement § V(A).

21 The above release language shall also be included in the Class Notice. *Id.* Plaintiff and  
22 Participating Class Members will release these Released Claims from September 15, 2018 through  
23 January 20, 2025. Class Members who do not affirmatively opt out of the Class Settlement by

24 <sup>12</sup> “Released Parties” shall mean Defendants, together with their past, present, and/or future  
25 parents, subsidiaries, affiliated or related entities, fictitious business names, franchisors, owners,  
26 boards, officers, directors, trustees, shareholders, members, managers, partners, managing agents,  
27 employees, agents, payroll processors, independent contractors, insurers, attorneys, representatives,  
28 heirs, executors, administrators, successors, predecessors, and assigns and each of their owners,  
officers, directors, managing agents, trustees, payroll processors, independent contractors,  
members, managers, employees, attorneys, insurers, shareholders, successors, predecessors, and  
agents. Settlement Agreement § V(A).

1 submitting a timely and valid Request for Exclusion will be bound by all of the Settlement  
2 Agreement's terms, including those pertaining to the Released Claims and any claims under the Fair  
3 Labor Standards Act ("FLSA") (29 U.S.C. §§ 201, et seq.) arising during the Class Period and based  
4 on the factual allegations alleged or which could have been alleged in the Action, including the  
5 claims noted above. *Id.*

6 Releases by PAGA Employees and the State of California: Any PAGA Employee who is also  
7 a Non-Participating Class Member<sup>13</sup> will still receive their Individual PAGA Payment regardless of  
8 whether they opt-out of the Settlement. Upon the Effective Date, and full payment of the Gross  
9 Settlement Amount by Defendants, Plaintiff, the State of California and PAGA Employees will  
10 release the PAGA Released Parties<sup>14</sup> from the PAGA Released Claims.<sup>15</sup> This release language shall

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11  
12 <sup>13</sup> "Non-Participating Class Member(s)" means those Class Members who submit to the Settlement Administrator a  
valid and timely Request for Exclusion pursuant to the Settlement Agreement. Settlement Agreement § I(T).

13 <sup>14</sup> "PAGA Released Parties" shall mean Defendants, including their past, present, and/or future parents, subsidiaries,  
14 affiliated or related entities, fictitious business names, franchisors, owners, boards, officers, directors, trustees,  
15 shareholders, members, managers, partners, managing agents, employees, agents, payroll processors, independent  
contractors, insurers, attorneys, representatives, heirs, executors, administrators, successors, predecessors, and assigns  
and each of their owners, officers, directors, managing agents, trustees, payroll processors, independent contractors,  
members, managers, employees, attorneys, insurers, shareholders, successors, predecessors, and agents. Settlement  
Agreement § V(B).

16 <sup>15</sup> "PAGA Released Claims" shall mean from any and all claims, debts, liabilities, demands, actions, or causes of  
17 action of every nature and description that accrued during the PAGA Period, under state law and the California Labor  
18 Code, that were alleged or which could have been alleged based on the exhausted claims and factual allegations in  
19 Plaintiff's notices sent to the LWDA and alleged in the operative Complaint, regardless of whether the PAGA  
20 Employees opt-out of the Settlement Agreement, including claims for civil penalties based on unpaid wages, including  
21 but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, double time  
22 compensation and interest; failure to timely pay regular and final wages; failure to reimburse business expenses;  
23 missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers;  
24 payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or  
25 available in physical, electronic, or other forms; failure to keep accurate records; penalties, including recordkeeping  
26 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil  
27 penalties; and attorneys' fees and costs. Without limiting the foregoing, the PAGA Released Claims include claims for  
28 civil penalties arising under California Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 227.3,  
246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., 2800, and 2802, and/or those arising under  
the Industrial Welfare Commission Wage Orders; PAGA; and/or those arising under the Industrial Welfare  
Commission Wage Orders; California Code of Regulations, title 8, Section 11160; and California Code of Civil  
Procedure section 1021.5. Settlement Agreement from any and all claims, debts, liabilities, demands, actions, or causes  
of action of every nature and description that accrued during the PAGA Period, under state law and the California  
Labor Code, that were alleged or which could have been alleged based on the exhausted claims and factual allegations  
in Plaintiff's notices sent to the LWDA and alleged in the operative Complaint, regardless of whether the PAGA  
Employees opt-out of the Settlement Agreement, including claims for civil penalties based on unpaid wages, including  
but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, double time  
compensation and interest; failure to timely pay regular and final wages; failure to reimburse business expenses;  
missed meal period and rest period wages and premiums; meal period waivers and on-duty meal period waivers;  
payment for all hours worked; wage statements and paystubs, including wage statements and paystubs furnished or  
available in physical, electronic, or other forms; failure to keep accurate records; penalties, including recordkeeping  
penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil

1 also be included in the Class Notice. Plaintiff, the State of California, and PAGA Employees will  
2 release these PAGA Released Claims from June 9, 2021 through January 20, 2025. *Id.*

3 Plaintiff's General Release: In addition to the Released Claims, Plaintiff does hereby, for  
4 himself, and for his heirs, successors, predecessors, attorneys, agents, representatives and assigns,  
5 forever release the Released Parties from any and all charges, complaints, claims, liabilities,  
6 obligations, promises, agreements, controversies, damages, actions, causes of action, injuries, suits,  
7 rights, demands, costs, losses, debts, judgments, accounts, attorneys' fees, interest, expenses  
8 (including back wages, penalties, liquidated damages, and attorneys' fees and costs actually  
9 incurred), and other legal responsibilities arising in law, equity or otherwise, of any kind, nature, and  
10 character whatsoever, from the beginning of time through the date of her signature on the Settlement,  
11 whether known or unknown, suspected or unsuspected, unforeseen, or unanticipated including but  
12 not limited to all claims arising out of, based upon, or relating to his employment with Defendants,  
13 the termination or resignation of his employment with Defendants, or the remuneration for such  
14 employment, including, but not limited to all claims that were brought, or which could have been  
15 brought, in the Action under California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,  
16 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2698 et seq., 2800 and 2802, the applicable  
17 Wage Orders of the California Industrial Welfare Commission, including IWC Wage Orders 5-2001.  
18 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims which were  
19 or could have been raised in the Action and all claims or rights arising out of alleged violations of  
20 any contracts, express or implied (including but not limited to any contract of employment); any  
21 contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence,  
22 fraud, misrepresentation under California Labor Code § 970, negligent infliction of emotional  
23 distress, intentional infliction of emotional distress, and defamation; any other common law claim;  
24 any "retaliation" claims; any claims relating to any breach of public policy; any claim for costs, fees,

25  
26 penalties; and attorneys' fees and costs. Without limiting the foregoing, the PAGA Released Claims include claims for  
27 civil penalties arising under California Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 227.3,  
28 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., 2800, and 2802, and/or those arising under  
the Industrial Welfare Commission Wage Orders; PAGA; and/or those arising under the Industrial Welfare  
Commission Wage Orders; California Code of Regulations, title 8, Section 11160; and California Code of Civil  
Procedure section 1021.5. Settlement Agreement § V(B).

1 interest, or other expenses including attorneys' fees; any legal restrictions on Defendants' right to  
2 discharge employees or refuse to hire applicants; and any federal, state, or other governmental  
3 statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act  
4 of 1964, as amended (race, color, religion, sex, and national origin discrimination or harassment,  
5 including retaliation for reporting discrimination or harassment); (2) The Civil Rights Act of 1991,  
6 as amended; (3) Sections 1981 through 1988 of Title 42 of the United States Code, as amended; (4)  
7 The Age Discrimination in Employment Act of 1967, as amended; (5) The Employee Retirement  
8 Income Security Act of 1974, as amended; (6) The Immigration Reform and Control Act, as  
9 amended; (7) The Americans with Disability Act, as amended; (8) Sections 503 and 504 of the  
10 Rehabilitation Act of 1973 (disability discrimination); (9) The Workers Adjustment and Retraining  
11 Notification Act, as amended; (10) The Occupational Safety and Health Act, as amended; (11)  
12 California Equal Pay Law, as amended; (12) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (13)  
13 Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (14) Family  
14 and Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (15) California Fair  
15 Employment and Housing Act [Gov. Code, §§ 12900, et seq.] (discrimination or harassment in  
16 employment and/or housing, including discrimination or harassment based on race, religious creed,  
17 color, national origin, ancestry, physical or mental disability, marital status, sex (including  
18 pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or  
19 harassment); (16) California Family Rights Act, [Gov. Code, §§ 12945.1, et seq.]. (family/medical  
20 leave); (17) California Labor Code or any Industrial Welfare Commission Wage Order; (18) FLSA;  
21 (19) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or  
22 harassment); (20) Executive Order 11141 (age discrimination); (21) California health and safety  
23 laws and regulations; and (22) any other federal, state, or local law, regulation or ordinance, including  
24 those regulating compensation, and those prohibiting discrimination, harassment, or retaliation of  
25 any kind. Settlement Agreement § V(C).

26 In addition to the forgoing, Plaintiff has agreed to a release under California Civil Code §  
27 1542. Settlement Agreement § V(D).

#### IV. LEGAL ARGUMENTS SUPPORTING PRELIMINARY APPROVAL

##### A. Provisional Certification Of The Class Is Appropriate

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

##### 1. The Proposed Class Is Numerous And Ascertainable

Whether a class is “ascertainable” is “determined by examining (1) the class definition, (2) the size of the class, and (3) the means available for identifying class members.” *Reyes v. Bd. of Supervisors* (1987), 196 Cal.App.3d 1263, 1271. In this case, the proposed Class consists of “all persons currently or formerly employed as non-exempt, hourly-paid employees in California by Defendants at any time from September 15, 2018 through January 20, 2025. Settlement Agreement §§ I(C); Srourian Decl. ¶ 10. The Class consists of approximately 138 individuals, making joinder of all Class Members impracticable. *Id.* Further, the class is readily ascertainable from Defendants’ business records because all Class Members are current or former employees of Defendants. *Id.*

Class Counsel is not aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action. Srourian Decl. ¶ 36.

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

“[T]he ‘community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” (*Fireside Bank v. Superior Court* (2007), 40 Cal.4<sup>th</sup> 1069, 1089 (quoting *Richmond v. Dart Industries, Inc.* (1981), 29 Cal.3d 462, 470). The application of each of these factors is discussed below.

##### a. Common Questions Predominate

To assess whether common questions predominate, courts focus on whether the theories of

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

1 or practice of failing to properly compensate Plaintiff and the members of the Class during the Class  
2 period for failing to provide ten (10) minute, uninterrupted rest periods as contemplated by California  
3 law for work periods in excess of four (4) hours; Whether Defendants engaged in a pattern or practice  
4 of failing to pay appropriate amounts of overtime pay to Plaintiff and the Class for hours worked in  
5 excess of eight (8) hours in a day; Whether Defendants violated § 510 of the Labor Code by failing  
6 to pay overtime pay to Plaintiff and the Class for hours worked in excess of eight (8) hours in a day;  
7 Whether Defendants violated the applicable Wage Order of the IWC by failing to pay overtime to  
8 Plaintiff and the Class for hours worked in excess of eight (8) hours in a day; Whether Defendants  
9 violated Labor Code §§ 218.5, 204, 1197, and 1198 due to failure to compensate Plaintiff and the  
10 Class for those acts Defendants required Plaintiff and member of the Class to perform for the benefit  
11 of Defendants; and the nature and extent of class-wide injury and the measure of damages for the  
12 injury. Srourian Decl. ¶ 11.

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

14 Typical claims rely on legal theories and facts that are substantially similar to other class  
15 members. *See Classen v. Weller* (1983), 145 Cal.App.3d 27, 46. Here, Plaintiff alleges that  
16 Defendants maintained company-wide employment practices that, among other things, deprived  
17 Class Members of minimum wages, overtime wages, meal period compensation and/or rest period  
18 compensation. Srourian Decl. ¶ 12. For example, Plaintiff alleges that Defendants failed to  
19 compensate him for all hours worked and Plaintiff's meal and/or rest breaks were either missed,  
20 short, late, or interrupted. *Id.*

21 In the instant case, Plaintiff's allegations present common legal and factual questions of, inter  
22 alia, whether Defendants applied the same policies and/or practices regarding the foregoing to all  
23 Class Members; whether those policies and/or practices or their implementation resulted in violations  
24 of various laws; whether Defendants' conduct was intentional; and whether Class Members are  
25 entitled to penalties. These questions could be resolved by using Defendants' payroll records,  
26 testimony from Class Members, and testimony from corporate representatives. Srourian Decl. ¶ 13.  
27 Thus, the Court can and should exercise its discretion to grant conditional class certification here,  
28 for settlement purposes. *See Brinker*, 53 Cal.4<sup>th</sup> at 1033 ("[c]laims alleging that a uniform policy

consistently applied to a group of employees is in violation of the wage and hour laws are of the sort routinely, and properly, found suitable for class treatment.”).

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

Certification requires adequacy of both the proposed class representative and proposed class counsel. With respect to the class representative, a plaintiff must adequately represent and protect the interests of other members of the class and demonstrate that his or her claim is not inconsistent with the claims of other members of the class. *See Capitol People First v. Dept. of Developmental Services* (2007), 155 Cal.App.4<sup>th</sup> 676, 697. In the present case, Plaintiff’s interests are coextensive with the interests of the Class. Plaintiff has already demonstrated his ability to advocate for the interests of the Class by initiating this litigation and obtaining a fair settlement on behalf of himself and Class Members. Srourian Decl. ¶ 14. Likewise, Srourian Law Firm, P.C. has expended considerable time and effort on this case and will continue to do so through final approval. *Id.* Accordingly, Plaintiff should be appointed as Class Representative, and Srourian Law Firm, P.C. should be appointed Class Counsel.

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

Class treatment is superior to other methods of adjudication when the probability is small that each class member will come forward to prove his or her claim and when the class approach would deter and redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000), 23 Cal.4<sup>th</sup> 435, 446; *Ghazaryan v. Diva Limousine, Ltd.* (2008), 169 Cal.App.4<sup>th</sup> 1524, 1537-1538. Here, the 138 Class Members had little incentive to litigate wage and hour claims on an individual basis where the out-of-pocket expense and personal commitment would outweigh the potential recovery. *See* Section IV.B.2, below. Thus, a class action is the superior method of seeking relief.

**B. The Proposed Settlement Meets The Standards For Preliminary Approval**

Preliminary approval is warranted if the settlement falls within a “reasonable range.” *See North County Contractor’s Ass’n., Inc. v. Touchstone Ins. Serv.* (1994), 27 Cal.App.4<sup>th</sup> 1085, 89-90, Conte & Newberg, *Newberg on Class Actions*, §§ 11.26 (4<sup>th</sup> ed. 2002) (“Newberg”). In reviewing the fairness of a class action settlement, due regard should be given to what is “otherwise a private

1 consensual agreement between the parties.” *Cellphone Termination Fee Cases* (2010), 186  
2 Cal.App.4<sup>th</sup> 1380, 1389. The inquiry “must be limited to the extent necessary to reach a reasoned  
3 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,  
4 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to  
5 all concerned.” *Id.*

6 Reasonableness and fairness are presumed where (1) the settlement is reached through “arms-  
7 length bargaining”; (2) investigation and discovery are “sufficient to allow counsel and the court to  
8 act intelligently”; (3) counsel is “experienced in similar litigation”; and (4) the percentage of  
9 objectors “is small.” *Dunk v. Ford Motor Co.* (1996), 48 Cal.App.4<sup>th</sup> 1794, 1802. The settlement  
10 here already satisfies the first three factors. Plaintiff will analyze the fourth factor in his motion for  
11 final approval.

## 12 **1. The Settlement is Entitled To A Presumption of Fairness**

### 13 **a. The Settlement Is The Result Of Arm’s-Length Negotiations**

14 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless  
15 evidence to the contrary is offered; thus, there is a presumption that settlement negotiations are  
16 conducted in good faith. Newberg, § 11.51. Here, the settlement was the product of a mediation  
17 session with a well-respected mediator and negotiations over the terms of the settlement. The  
18 negotiations were adversarial, conducted at arm’s length and took into account all relevant factors,  
19 present and potential. Srourian Decl. ¶ 15.

### 20 **b. Class Counsel Conducted Sufficient Investigation And Discovery**

21 Plaintiff’s Counsel conducted significant investigation of the facts and law during the  
22 prosecution of this action. In particular, Plaintiff’s Counsel assessed the value of the class claims  
23 using production by Defendants of applicable policies and procedures and a sampling of data relevant  
24 to class claims. Srourian Decl. ¶ 16. Plaintiff’s Counsel analyzed all facts, theories, data, documents  
25 and information on which the action is based to determine the merits of the class claims. *Id.* Further,  
26 Plaintiff’s Counsel interviewed and investigated the claims alleged in this Action by speaking to  
27 Class Members, conducting interviews and gathering necessary declarations needed for class  
28 certification, and obtained time and payroll records to assess damages before mediation. Srourian

Decl. ¶ 17. Specifically, Plaintiff reviewed a 18% sampling of putative class member time and pay data (25 out of 138 class members), in addition to reviewing data points regarding various demographic information regarding number of class members, workweeks, and pay periods. Plaintiff also reviewed copies of all of Defendants’ written policies and procedures that referred or related to the claims at issue in this Action. *Id.* Accordingly, Plaintiff’s Counsel fully understood the strengths and weaknesses of the class claims before the Parties reached the settlement. Srourian Decl. ¶ 18.

**c. Class Counsel Is Experienced In Similar Litigation**

Plaintiff is represented by the Srourian Law Firm, P.C. (“Class Counsel” and “Plaintiff’s Counsel”). Class Counsel almost exclusively prosecute wage and hour actions (mostly class actions) on behalf of hard-working California employees. Class Counsel has extensive wage and hour experience in litigation, law and motion, deposition, summary judgment, and discovery. Srourian Decl. ¶ 43.

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

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

While Plaintiff believed and continues to believe this is a strong case for certification, Plaintiff and Plaintiff’s Counsel recognize the expense and length of continued proceedings necessary to litigate the disputes through arbitration and through any possible appeals. Plaintiff has taken into account the uncertainty and risk of the outcome of further litigation, the uncertain merits of class claims, and the difficulties and delays inherent in litigation. Plaintiff and Plaintiff’s Counsel are also aware of the burdens of proof necessary to establish liability for the class claims asserted in the present action, both generally and in response to Defendants’ defenses thereto. Plaintiff has also taken into account the extensive settlement negotiations conducted and Defendants’ agreement to

1 enter into a settlement that confers substantial relief upon the Class Members, even though  
2 Defendants strenuously maintain that they have fulfilled their obligations.

3 Conversely, Defendants have concluded that any further defense of this litigation would be  
4 protracted and expensive for all parties. Substantial amounts of time, energy and resources of  
5 Defendants have been spent and, unless the Settlement Agreement is agreed to, will continue to be  
6 devoted to the defense of the claims asserted by the Class. Defendants have also taken into account  
7 the risks of further litigation in reaching their decision. Accordingly, Defendants have agreed to settle  
8 in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims set  
9 forth in this action.

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

#### 13 **a. Risk Analysis**

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

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

20 *Wershba v. Apple Computer, Inc.* (2001), 91 Cal.App.4<sup>th</sup> 224, 250.

21 Here, Plaintiff's Counsel calculated Defendants' total potential exposure assuming Plaintiff  
22 prevailed on all aspects of her claims at trial but weighed the value against the chance of succeeding  
23 at class certification and trial. Srourian Decl. ¶ 23.

24 Plaintiff's Counsel estimates the total amount of damages, monetary penalties or other relief  
25 that the Class could reasonably expect to be awarded at trial, is as follows: \$582,284.04 in meal break  
26 premiums and interest (based on 41.41% violation rate for late first meal breaks and a 17.97%  
27 violation rate for non-existent first and second meal breaks);  
28

1           Additionally, Plaintiff's Counsel estimated an additional \$250,455.84 in waiting time  
2 penalties in accordance with California Labor Code Section 201, \$177,550 in wage statement  
3 penalties, and \$891,842 in PAGA penalties. Srourian Decl. ¶ 25.

4           Plaintiff's valued the class claims for rest break violations at \$0.00. This was because those  
5 claims faced substantial obstacles to certification: unlike other wage-and-hour claims, the record  
6 revealed no uniform, companywide policy regarding the provision or denial of rest breaks. Instead,  
7 whether and when employees missed breaks depended heavily on individualized circumstances, such  
8 as particular supervisors, work locations, and employee practices. Given this variability, courts are  
9 unlikely to find common issues predominating over individualized ones, making certification of a  
10 rest break class difficult if not impossible. As a result, the rest break claims were deemed to have no  
11 realistic settlement value. *Id.*

12           However, these estimates were carefully weighed against the continued risk of proceeding to  
13 trial on the merits and failing to prevail on claims. Srourian Decl. ¶ 26. These estimates were further  
14 carefully weighed against the likelihood of the Court granting certification to some or all of  
15 Plaintiff's claims. Plaintiff, along with the advice of her counsel, weighed the benefits of putting  
16 money into the pockets of California employees within several months, with the cost and risk of  
17 continued litigation, and the possibility of appeal. Srourian Decl. ¶ 27.

18           Defendants disputed the analysis prepared by Plaintiff and also asserted that they had  
19 compliant meal period practices. Defendants asserted they did not prevent employees from taking  
20 their timely breaks. Srourian Decl. ¶ 28. Defendants further contended that any analysis of Plaintiff's  
21 claims would require an individualized inquiry of each employee to determine whether there was  
22 any liability, such that class certification would not be proper for these claims. *Id. See Brinker*  
23 *Restaurant Corp. v. Super. Ct.*, 53 Cal. 4th 1004 (2012).

24           Furthermore, Plaintiff realizes that penalties are extremely discretionary, and are subject to  
25 immense reduction by the Court, based on various factors that are different with each court. Srourian  
26 Decl. ¶ 29. It is additionally important to note that Defendants will claim penalties are derivative of  
27 the alleged failure to pay overtime wages and reimbursement of overtime wages described above.  
28 *Id.* Should Plaintiff fail to prevail on her claims for damages, then the Class would not be entitled to

1 penalties. *Id.* This decreases the chances of ultimately obtaining an award of penalties, and factored  
2 into Plaintiff's analysis of weighing risks and benefits of settlement at this juncture. *Id.* Defendants  
3 will further contend that wage statement penalties were not the result of a "knowing and intentional  
4 failure" by Defendants to comply with *Cal. Lab. Code* § 226(a) as required by the statute, and that  
5 the employees did not suffer injury for purposes of recovering penalties as required under *Cal. Lab.*  
6 *Code* §226(e)(2)(B)(i) and (ii). Srourian Decl. ¶ 30. In addition, Defendants will contend that the  
7 alleged failure to timely pay final wages was derivative of the claims that are in dispute, such that  
8 there was not a willful showing that the employer knew of its obligation and intentionally refused to  
9 act. *Id. Baker v. American Horticulture Supply, Inc.* (2010) 186 Cal.App.4th 1059, 1076.

10 The PAGA claims presented even greater hurdles. The Court would have discretion to reduce  
11 the PAGA award based on whether the amount of the award would be "unjust, arbitrary and  
12 oppressive, or confiscatory." *Cal. Lab. Code* § 2699(e)(2). In this case in particular, Plaintiff's  
13 Counsel heavily discounted the PAGA claim based on the risk that Defendants would convince the  
14 Court to dramatically reduce the PAGA penalties because Defendants made efforts to comply with  
15 and that Defendants acted with reckless disregard regarding the alleged claims. Srourian Decl. ¶ 31.  
16 However, even if the Court did not reduce the award based on discretionary factors, Defendants  
17 could argue that the "subsequent violations" under PAGA only start to accrue after employers receive  
18 notice through a citation from the Labor Commissioner. Srourian Decl. ¶ 32. *See Amaral v. Cintas*  
19 *Corp. No. 2* (2008), 163 Cal.App.4th 1157, 1209 (holding "[u]ntil the employer has been notified that  
20 it is violating a Labor Code provision...the employer cannot be presumed to be aware that its  
21 continuing underpayment of employees is a 'violation' subject to penalties."). Notably, there are  
22 very few California appellate cases discussing these issues.

23 The maximum amount Defendants shall have to pay in connection with the class wide portion  
24 of the settlement is \$114,000.00 plus applicable employer side payroll taxes. Class Counsel considers  
25 this to be an excellent settlement for only 138 Class Members when taking into account all issues  
26 and risks related to liability and class certification, and also considering the case law regarding fair,  
27 reasonable, and adequate settlements. Srourian Decl. ¶ 33. *Rebney v. Wells Fargo Bank* (1990) 220  
28 Cal.App.3d 1117, 1139 ["Compromise is inherent and necessary in the settlement process... even if

1 the relief afforded by the proposed settlement is substantially narrower than it would be if the suits  
2 were to be successfully litigated, this is no bar to a class settlement because the public interest may  
3 indeed be served by a voluntary settlement in which each side gives ground in the interest in avoiding  
4 litigation."]; *Officers for Justice v. Civil Service Comm'n* (9th 1982) 688 F.2d 615,628 ["It is well-  
5 settled law that a cash settlement amounting to only a fraction of the potential recovery does not. ..  
6 render the settlement inadequate or unfair."]. If the settlement were approved, 138 Class Members  
7 would recover a gross average of \$826.09, and approximate net average of \$329.71 after deducting  
8 administration fees, LWDA payment, and attorneys' fees/costs. An additional \$2,500.00 would be  
9 distributed to 97 PAGA Employees for an additional average recovery of \$25.77 per PAGA  
10 Employee. This is a significant recovery for low-wage California workers at this early juncture of  
11 the litigation. Srourian Decl. ¶ 22.

### 12 **C. The Requested Enhancement Award**

13 Plaintiff seeks an Enhancement Award in exchange for the release(s) set forth herein above  
14 and for the time and effort expended in bringing and prosecuting the present matter. A named  
15 Plaintiff is eligible for payment that reasonably compensates her for undertaking and fulfilling a  
16 fiduciary duty to represent absent class members. *Cellphone Termination Fee Cases*, 186  
17 Cal.App.4<sup>th</sup> 1380, 1393 (2010); *Bell v. Farmers Ins. Exch.* (2004), 115 Cal.App.4<sup>th</sup> 715, 726. Here,  
18 Plaintiff assisted Class Counsel in gathering the evidence necessary to prosecute the class claims,  
19 met with Class Counsel to prepare for mediation, maintained regular contact with counsel, and  
20 reviewed the settlement to make sure it was fair to the Class. Declaration of Jorge Hernandez In  
21 Support Of Class Action And PAGA Settlement, ¶¶ 8 - 12. No action would likely have been taken  
22 by Class Members individually, and no compensation would have been recovered for them, but for  
23 Plaintiff's service on behalf of the Class Members. Srourian Decl. ¶ 20. Moreover, the amount of  
24 the Enhancement Award was not negotiated until after the Parties agreed to the Gross Settlement  
25 Amount. Srourian Decl. ¶ 21.

26 By actively pursuing this action, Plaintiff has furthered the California public policy goal of  
27 enforcing the State's wage and hour laws. *See Sav-On Drug Stores, Inc. Superior Court*, 34 Cal.4<sup>th</sup>  
28 319, 340 (2004). Plaintiff could have pursued his wage and hour claims individually. Instead, he

1 chose to pursue this class and PAGA action, delaying his own recovery. Hernandez Decl. ¶ 12. The  
2 Settlement Agreement provides that subject to Court approval, the foregoing named Plaintiff shall  
3 be paid a Class Representative Service Payment of up to Five Thousand Five Hundred Dollars and  
4 No Cents (\$5,000.00) in exchange for a general release, and in recognition of his effort and work in  
5 prosecuting this action on behalf of Class Members and negotiating the settlement. Settlement  
6 Agreement § 7(d). The Enhancement Award will be paid from the Gross Settlement Amount. *Id.* In  
7 the event that the Court awards any amount less than \$5,000.00 for the Enhancement Award, the  
8 Parties agree that any amount not awarded shall become part of the Net Settlement Amount. *Id.* The  
9 proposed Enhancement Award, both for Plaintiff's services as the Class Representative and for his  
10 general release of all employment claims, is reasonable and should be preliminarily approved.

#### 11 **D. The Requested Attorneys' Fees**

12 The purpose of an attorneys' fee award in class action litigation is to reward counsel who  
13 invested in a case despite the risk of non-payment and achieved a substantial positive result for the  
14 class. Attorneys' fees are awarded as a matter of equity. California courts routinely award attorneys'  
15 fees equaling one-third or more of the potential value of the common fund. *See Chavez v. Netflix,*  
16 *Inc.* (2008), 162 Cal.App.4<sup>th</sup> 43, 66, n.11 ("Empirical studies show that, regardless of whether the  
17 percentage method or the lodestar method is used, fee awards in class actions average around one-  
18 third of the recovery"). While one-third of the common fund has been determined to be reasonable  
19 under California law, Class Counsel also maintained detailed time records for all work done in  
20 connection with the present lawsuit. This allows Class Counsel to do a lodestar cross-check of the  
21 applicable attorney's fees.

22 In the present case, Plaintiff will seek Court approval, and Defendants will not oppose or  
23 object to Plaintiff's request for attorney's fees of not more than Thirty-Eight Thousand Dollars and  
24 Zero Cents (\$38,000.00), plus litigation costs of not more than Thirteen Thousand Five Hundred  
25 Dollars and Zero Cents (\$13,500.00) for reimbursement of costs incurred in connection with Class  
26 Counsels' litigation and settlement of the action, both of which will be paid from the Gross  
27 Settlement Amount. Settlement Agreement § 7(b). At final approval, Plaintiff's Counsel will fully  
28 brief the merits of the request for the attorneys' fees and costs.

1       **V.       CONCLUSION**

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

6  
7  
8       DATED: January 20, 2026

**SROURIAN LAW FIRM, P.C.**



9  
10       By: \_\_\_\_\_

**DANIEL SROURIAN**

11       Attorney for Plaintiff Jorge Hernandez,  
12       individually and on behalf of all others  
13       similarly situated

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27       **PROOF OF SERVICE**  
28       (§ 1013a, 2015.5 C.C.P.)

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF LOS ANGELES** ) ss.

3 I am a citizen of the United States of America; I am over the age of eighteen years and not a  
4 party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite  
5 1710, Los Angeles, California 90010.

6 On the below-indicated date, I served the following documents:

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

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

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

14 **DECLARATION OF JORGE HERNANDEZ IN SUPPORT OF CLASS ACTION AND**  
15 **PAGA SETTLEMENT**

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

19 ☒ **BY CASE ANYWHERE:** Per Court Order, the above-indicated documents were served  
20 via CaseAnywhere. A hard copy of these documents was further served via email.

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

23 EXECUTED: 01/20/2026

24 At Los Angeles, California

25 D. 

26 **SERVICE LIST**

27 **Counsel**

28 **Representing**

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| JEFFER MANGELS BUTLER & MITCHELL LLP<br>TRAVIS M. GEMOETS<br><i>tgemoets@jmbm.com</i><br>JOSEPH STOLZ<br><i>jstolz@jmbm.com</i><br>1900 Avenue of the Stars, 7th Floor<br>Los Angeles, California 90067-4308 | <i>Attorney for Defendants</i> |
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