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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

GOHAR BOSNUYAN, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

PALOMA MEDICAL GROUP, INC., a corporation; PALOMA MEDICAL PARTNERS – A CALIFORNIA GENERAL PARTNERSHIP, an unknown entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01470646-CU-OE-CXC
Related to 30-2025-01478152-CU-OE-CXC

[Assigned for All Purposes to the Honorable David A. Hoffer, Dept. CX103]

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

Preliminary Approval Hearing:
Date: December 28, 2026
Time: 1:30 p.m.
Dept.: CX103
Reservation Number: 1000654928

Complaint Filed: March 27, 2025
Trial date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 28, 2026, at 1:30 p.m., or as soon thereafter as the matter may be heard in Department CX103 of the Superior Court of California, County of Orange, located at the Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701, Plaintiff Gohar Bosnuyan ("Plaintiff") will and hereby does move this Court for an Order:

1. Granting preliminary approval of the proposed Class Action and PAGA Settlement Agreement as amended by the First Amendment to Class Action and PAGA Settlement Agreement ("Amendment") (together, the "Settlement Agreement");
2. Approving the Amendment, as required by Paragraph 12.9 of the Class Action and PAGA Settlement Agreement;
3. Conditionally certifying the proposed Class for settlement purposes only;
4. Appointing Plaintiff as the Class Representative;
5. Appointing Thiago M. Coelho and Rachel J. Vinson of Wilshire Law Firm, PLC as Class Counsel;
6. Appointing Phoenix Class Action Administration Solutions as the Administrator; and
7. Setting a final approval hearing date.

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

This Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities ("MPA"), the Declaration of Thiago M. Coelho, the Declaration of Gohar Bosnuyan, and on all records and documents on file, together with such oral and documentary evidence that may be presented at the hearing on this matter.

/ / /

[*Signature on the following page*]

Respectfully submitted,

Dated: November 11, 2026

WILSHIRE LAW FIRM, PLC

By: _____

Thiago M. Coelho
Rachel J. Vinson
Trenten N. Bilodeaux
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to Code of Civil Procedure § 382 and California Rules of Court 3.769, *et seq*., Plaintiff seeks preliminary approval of a class action settlement of wage and hour claims, including representative claims brought under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), against Defendants Paloma Medical Group, Inc. and Paloma Medical Partners – a California General Partnership (collectively, the "Defendants"). The proposed Class is defined as all persons employed by Defendants, or either of them, in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees ("Class Members"). The Class Period is the period from March 27, 2021, through December 3, 2025 ("Settlement Class Period"). The Settlement is memorialized in the Class Action and PAGA Settlement Agreement fully executed on October 6, 2026, as amended by the First Amendment ("Amendment"), which the Parties made before this Motion to correct clerical errors and internal inconsistencies, conform defined terms, deadlines, and statutory references, and update counsel information. The Amendment is submitted with this Motion for the Court's approval under Paragraph 12.9 of the Settlement Agreement. The main terms of the Settlement are as follows:

1. A Gross Settlement Amount of $185,000.00, from which the Net Settlement Amount will be distributed to approximately 140 Class Members on a pro rata basis according to the total workweeks worked by each Class Member during the Class Period;
2. Attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (which equals $61,666.67) and up to $25,000.00 in reimbursement of actual litigation expenses incurred by Plaintiff's Counsel;
3. A Class Representative Enhancement Award of up to $10,000.00 to Plaintiff;
4. Costs of settlement administration of up to $5,750.00 and
5. Allocation of $9,250.00 to PAGA penalties, sixty-five percent (65%) of which ($6,012.50) will be paid to the Labor and Workforce Development Agency ("LWDA"), and thirty-five percent (35%) of which ($3,237.50) will be paid to all

persons employed by Defendants, or either of them, in California as an hourly-paid or non-exempt employee at any time during the PAGA Period, including current and former employees ("Aggrieved Employees"). "PAGA Period" means the period from February 18, 2024, through December 3, 2025.

The Settlement meets all criteria for preliminary approval and falls within the range of reasonableness given the risks and expenses of further litigation. The Settlement was reached through informed, arm's length bargaining between experienced attorneys with the assistance of an experienced neutral. As such, Plaintiff requests that the Court grant preliminary approval of the Settlement, conditionally certify the Class for settlement purposes only, appoint Plaintiff as the Class Representative, appoint Plaintiff's Counsel as Class Counsel, appoint Phoenix Class Action Administration Solutions ("Phoenix") as the Administrator, authorize the Administrator to administer notice of the Settlement to the Class, and set a final approval hearing date.

II. PROCEDURAL HISTORY

On March 27, 2025, Plaintiff filed this putative class action against Defendants alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested employment records; and (9) unfair business practices ("Class Action"). Declaration of Thiago M. Coelho in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Coelho Decl.") at ¶ 3.

On February 18, 2025, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. Coelho Decl. at ¶ 4, Exhibit 1. The LWDA did not notify Plaintiff that it intended to investigate within 65 days of this written notice. *Id*. Therefore, on April 25, 2025, Plaintiff filed a separate action in the Superior Court of California, County of Orange, for civil penalties under PAGA, Case No. 30-2025-01478152-CU-OE-CXC (the "PAGA Action"). *Id.* On June 9, 2025, the Class Action and the PAGA action were related, with the Class Action designated

as the lead case. *Id.* at ¶ 5.

On December 3, 2025, the Parties participated in a private mediation with Lisa Klerman. *Id.* at ¶ 6. The mediator made a proposal, which was accepted by the Parties. *Id.* The Parties negotiated the terms of the Settlement, which was finalized on October 6, 2026. *Id.* at ¶ 7, Exhibit 2. On November 11, 2026, Plaintiff submitted a copy of the Settlement Agreement and the Amendment to the LWDA. *Id.* at ¶ 8, Exhibit 4.

Before filing this Motion, the Parties executed the First Amendment to the Class Action and PAGA Settlement Agreement to correct clerical errors and internal inconsistencies, conform the Settlement Agreement's definitions, deadlines, and statutory references, and update counsel information. *Id.* at ¶ 7, Exhibit 3; Amendment at Recital C. Among other things, the Amendment (1) conforms the definitions of the Class and Aggrieved Employees to persons "employed by" Defendants; (2) corrects the attorneys' fee figure to one-third of the Gross Settlement Amount, or $61,666.67; (3) resolves the inconsistent response deadlines at sixty (60) days; (4) moves the deadline for the motion for attorneys' fees, litigation expenses, and the Enhancement Award to fourteen (14) calendar days before the Response Deadline; (5) designates Legal Aid at Work as the cy pres recipient for uncashed checks; (6) ties the PAGA release to the PAGA Notice and a defined "Operative Complaint"; (7) corrects the reservation-of-rights provision in Paragraph 12.1; (8) conforms the escalator clause; and (9) provides for consolidation of the Class Action and the PAGA Action. Amendment at §§ 2-5, 7-9, 12. Because Paragraph 12.9 of the Settlement Agreement requires Court approval of any amendment, Plaintiff submits the Amendment with this Motion. Amendment at § 15.2.

Under Paragraph 12 of the Amendment, the Parties agreed to stipulate to consolidate the Class Action and the PAGA Action for all purposes, with the Class Action (Case No. 30-2025-01470646-CU-OE-CXC) as the lead case. On October 28, 2026, the Parties filed a joint stipulation to consolidate. Amendment at § 12; Coelho Decl. at ¶ 5. On November 2, 2026, the Court approved and ordered consolidation of the cases for all purposes.

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III. SUMMARY OF THE SETTLEMENT TERMS

A. Terms of the Proposed Settlement

The Parties have agreed to settle the claims alleged in this case and the related PAGA Action for a Gross Settlement Amount of $185,000.00. Settlement Agreement at § 3.1. Subject to Court approval, the following payments will be deducted from the Gross Settlement Amount: (1) a Class Representative Enhancement Award of up to $10,000.00 to Plaintiff; (2) attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (which equals $61,666.67) and reimbursement of litigation costs of up to $25,000.00 to Plaintiff's Counsel; (3) costs of settlement administration of up to $5,750.00 to Phoenix; (4) Individual Class Payments to Class Members; and (5) PAGA Penalties in the amount of $9,250.00, which will be allocated 65% to the LWDA ($6,012.50) and 35% to Aggrieved Employees ($3,237.50). *Id.* at § 3.2 *et seq*.; Amendment at § 3.1. After all requested deductions are made, the remaining Net Settlement Amount is currently estimated to be $73,333.33.

Individual Class Payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks. *Id*. at § 3.2.4. For tax purposes, the Individual Class Payments will be allocated 20% to wages and 80% to interest and penalties. *Id*. at § 3.2.4.1. Defendants will separately pay employer payroll taxes owed on the wage portions of the individual class payments separate from the Gross Settlement Amount. *Id*. at § 3.1.

Individual PAGA Payments to Aggrieved Employees will be calculated by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($3,237.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. *Id*. at § 3.2.5.1. For tax purposes, the individual PAGA payments will be allocated 100% to penalties. *Id*. See also Amendment at § 3.3.

Any deductions not approved by the Court will be retained by the Administrator in the Net Settlement Amount. *Id.* at §§ 3.2.1, 3.2.2, 3.2.3, 3.2.5. For any Class Member whose Individual

Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator will transmit the funds represented by such checks to Legal Aid at Work, as the cy pres recipient, subject to Court approval. The Parties agree that such funds constitute "unpaid residue" within the meaning of Code of Civil Procedure section 384, subdivision (b), and that distribution to Legal Aid at Work as the cy pres recipient satisfies the requirements of that subdivision. *Id.* at § 4.4.3, as restated by Amendment § 4.2. None of the Gross Settlement Amount will revert to Defendants. *Id*. at § 3.1.

The Settlement Agreement also contains an escalator clause. Defendants represent that the 140 Class Members collectively worked a total of 5,027 Workweeks during the Class Period, and that Aggrieved Employees collectively worked approximately 1,233 PAGA Pay Periods during the PAGA Period. Settlement Agreement at §§ 4.1, 8; Amendment at § 8.3. If the number of Workweeks increases by more than 10% (i.e., to more than 5,530), Defendants may, at their exclusive discretion, either (a) increase the Gross Settlement Amount on a pro rata basis for every Workweek above 5,530, or (b) limit the time period of the release so that the Workweeks covered by the Settlement do not exceed 5,530. Settlement Agreement at § 8. Similarly, if the number of PAGA Pay Periods increases by more than 10% (i.e., to more than 1,356), Defendants may, at their exclusive discretion, either (1) end the PAGA Period on the date on which the total number of PAGA Pay Periods is no more than 1,356, or (2) increase the PAGA Penalties on a pro rata basis for every PAGA Pay Period above 1,356, consistent with the treatment of Workweeks above 5,530. *Id.*; Amendment at §§ 8.1-8.2.

Plaintiff's Counsel will file its motion for attorneys' fees, litigation expenses, and the Class Representative Enhancement Award no later than fourteen (14) calendar days before the Response Deadline, and the Administrator will post the motion on the settlement website within two (2) business days after it is filed, so that the motion is available to Class Members before the deadline to object. Amendment at § 3.2. The Response Deadline is sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). Settlement Agreement at §§ 1.44, 7.5.1, 7.6, 7.7.2; Amendment at § 7.

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B. Proposed Settlement Administration

The Parties' proposed Class Notice complies with the requirements of California Rules of Court, Rule 3.766(d). *See* Exhibit A to the Amendment; Amendment at § 13. It provides information regarding the nature of this lawsuit, a summary of the settlement terms, the formula used for calculating individual class and PAGA payments and instructions to dispute the calculations, instructions on how to opt-out of or object to the Settlement, the date, time, and location of the final approval hearing, and the amounts sought for the class representative service payment, attorneys' fees and litigation costs, and settlement administration costs. *See generally, id*. The Class Notice also notifies Class Members that they do not need to submit a claim in order to participate in the Settlement and receive a payment. *See id*.

Not later than five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. Settlement Agreement at § 7.4.3. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. *Id.* The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. *Id*. at § 7.4.4; Amendment at § 7.2.

C. Proposed Release

Effective on the date when Defendants fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties (defined as Defendants and Defendants' officers, partners, shareholders, owners, directors, managerial employees, and agents, Settlement Agreement at § 1.42; Amendment at § 2.8) as follows:

Released Class Claims:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, waive and release all claims asserted in the complaint filed in the Class Action or that could have

been based on the factual allegations asserted in the complaint filed in the Class Action during the Class Period (collectively the "Released Class Claims").

Settlement Agreement at § 5.2.

Released PAGA Claims:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the PAGA Notice and the Operative Complaint that are alleged to have occurred during the PAGA Period (collectively the "Released PAGA Claims").

Settlement Agreement at § 5.3, as restated by Amendment § 5; see also Amendment at § 2.7 (defining "Operative Complaint").

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

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

A. Provisional Certification of the Class is Appropriate

Class certification is appropriate when there is: (1) an ascertainable and sufficiently numerous class; (2) a well-defined community of interest among class members; and (3) substantial benefits from certification that render proceeding as a class superior to the alternatives. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1021 (2012). Although courts still need to review and consider each element for certification, a lesser standard can be used to provisionally certify a settlement class as is requested here. *Global Minerals & Metals Corp. v. Superior Court*, 113 Cal.App.4th 836, 859 (2003).

1. The Proposed Class is Numerous and Ascertainable

"Ascertainability" is determined by examining the class definition and the size of the class and may also involve examining the means available to identify class members. *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-981, 985-986 (2019). As the settlement eliminates the need for trial, "the case management issues inherent in the ascertainable class determination need not be confronted." *Global Minerals*, 113 Cal.App.4th at 859. Further, under California law, there is no

minimum number of class members for maintenance of a class action. *Hendershot v. Ready to Roll Transp., Inc.*, 228 Cal.App.4th 1213, 1222 (2014). Class sizes as small as 10 have been permitted. *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934 (1981), disapproved on other grounds by *Noel*, 7 Cal.5th at 986.

The Class here consists of all persons employed by Defendants, or either of them, in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees. *See* Settlement Agreement at §§ 1.5, 1.13; Amendment at § 2.2. The Class is also readily ascertainable from Defendants' business records, because all Class Members are or were employees of Defendants. *Id*. Defendants' records show there are approximately 140 Class Members, making joinder of all Class Members impracticable. Coelho Decl. at ¶ 10.

2. A Well-Defined Community of Interest Exists

The community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. *Brinker*, 53 Cal.4th at 1021.

a. Common Questions Predominate

In determining whether common issues "predominate," courts consider both plaintiff's legal theories and defendant's affirmative defenses. *Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal.4th 1, 28-29 (2014). The "predominate common questions" factor does not require that all class members have identical claims. *Ayala v. Antelope Valley Newspapers, Inc.*, 59 Cal.4th 522, 530 (2014). Rather, the focus is on whether issues shared by the class members are sufficiently uniform to permit class-wide assessment, and whether individual variations in proof on those issues are manageable. *Id.*

Plaintiff has alleged that Defendants maintained common employment policies and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods, reimbursements for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. Coelho Decl. at ¶ 11. These allegations present common factual and legal questions of, *inter alia*, whether Defendants applied the same scheduling, timekeeping,

pay, meal period, rest period, and reimbursement policies to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendants' conduct was intentional, and whether Class Members are entitled to damages and/or penalties. *Id*. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendants' designated representative(s), and Class Members' testimony. *Id*. Therefore, the Court can and should exercise its discretion to grant conditional class certification for settlement purposes.

b. *Plaintiff is Typical of the Class*

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

Plaintiff has alleged that he and Class Members were employed by the same Defendants and injured by Defendants' common wage and hour policies and practices, including Defendants' scheduling, timekeeping, pay, meal period, rest period, and reimbursement policies. *See* Coelho Decl. at ¶ 11. Through informal discovery, Plaintiff confirmed that these challenged policies and practices applied to Plaintiff and Class Members alike. *See id.* at ¶ 9. Therefore, Plaintiff's claims and Class Members' claims arise from the same challenged employment policies and practices and are based on the same legal theories.

c. *Plaintiff and Plaintiff's Counsel Will Adequately Represent the Class*

Certification requires adequacy of both the proposed class representative and of the proposed class counsel. Cal. Code Civ. Proc. § 382. "Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status." *Richmond v. Dart Industries*, 29 Cal.3d 462, 470 (1981). Only conflicts that are "irreconcilable" can defeat adequacy. *Nat'l Solar Equip. Owners' Ass'n v. Grumman Corp.*, 235 Cal.App.3d 1273, 1286 (1991). The

proposed representative Plaintiff and proposed Class Counsel present no such conflict.

Plaintiff's interests are coextensive with Class Members' interests. Declaration of Gohar Bosnuyan in Support of Plaintiff's MPA ("Bosnuyan Decl.") at ¶ 6. Plaintiff has demonstrated an ability to advocate for the interests of Class Members by initiating this lawsuit, providing information to his attorneys, meeting with his attorneys regarding the claims, making himself available the day of mediation to answer questions, and reviewing the proposed Settlement. *Id.* at ¶ 11.

Likewise, Wilshire Law Firm has expended considerable time and effort on this case and will continue to do so through final approval. *See generally*, Coelho Decl. Therefore, Plaintiff should be appointed Class Representative, and his counsel should be appointed Class Counsel.

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

Courts have held that class treatment of wage and hour claims is clearly "superior to the other available methods for the fair and efficient adjudication of the controversy." *Dean Witter Reynolds, Inc. v. Superior Court*, 211 Cal.App.3d 758, 772-773 (1989). This is so because "[p]ublic policy has long favored the 'full and prompt payment of wages due an employee.'" *Sav-On Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 340 (2004). Here, a class action is superior to a multitude of individual lawsuits. Given the size and amount of each Class Member's claim, Class Members have little incentive to litigate their claims on an individual basis because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely outweigh any potential recovery. Coelho Decl. at ¶ 10. Therefore, a class action is the superior method for seeking relief.

B. The Settlement Meets the Standards for Preliminary Approval

The moving party must demonstrate that "the settlement is fair, adequate and reasonable." *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 126 (2008). "In determining whether a class settlement is fair, adequate, and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of

counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Wershba*, 91 Cal.App.4th at 244-245 (internal quotations and citations omitted).

1. The Settlement is Entitled to a Presumption of Fairness

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

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

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

b. *Sufficient Investigation and Discovery Have Been Conducted*

Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims, applicable law, and potential defenses. Coelho Decl. at ¶ 9. Plaintiff's Counsel assessed the value of the class claims using the data and documents that Defendants produced in informal discovery, including class data providing the number of Class Members, the number of workweeks in the Class Period, and the number of pay periods in the PAGA Period, Plaintiff's personnel documents, Defendants' employee handbook, Defendants' written wage-and-hour policies, job descriptions, and a random sampling of time and payroll records. *Id.*

c. *Plaintiff's Counsel is Experienced in Similar Litigation*

Plaintiff is represented by Wilshire Law Firm, PLC. Coelho Decl. at ¶ 22. Plaintiff's

Counsel has extensive experience litigating wage and hour class actions on behalf of employees. *See id.* at ¶¶ 22-28. Plaintiff's Counsel has been involved as counsel in numerous class actions that have resulted in millions of dollars in recovery. *See id.*

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

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

Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage claims were based on the allegation that Defendants required Class Members to perform work duties while off the clock, without compensation. Coelho Decl. at ¶ 13. For example, Plaintiff alleged that Defendants required him and other Class Members to routinely work off the clock addressing the needs of managers, coworkers, and patients, including during meal periods. *Id*. For purposes of calculating Defendants' liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel assumed that all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated that Defendants are liable for one (1) hour of unpaid worktime per workweek. *Id*. This results in potential exposure for this claim of approximately $178,936.07 (5,027 workweeks x $23.73 average base rate of pay x 1 hour/workweek x 1.5 overtime rate). Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendants' time and payroll records, the risk of succeeding at class certification and trial was substantial. Accordingly, Plaintiff's Counsel applied a risk discount based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately $28,629.77 ($178,936.07 x 40% x 40%). *Id*.

Meal Periods: Plaintiff's meal period claim was based on the allegation that Defendants failed to provide Class Members with legally compliant meal periods or pay meal period premiums

in lieu thereof. Coelho Decl. at ¶ 14. For example, Plaintiff alleged that Defendants required him and other Class Members to work through, cut short, or delay their meal periods because of heavy workloads, a lack of coverage, and the need to attend to patients, managers, and coworkers. *Id*. Additionally, Plaintiff's Counsel's consultant determined there was an 8.9% meal period violation rate (for shifts over 6 hours that are not waivable) from the sampling of Defendants' time and payroll records, where meal periods were short, late, or missed. *Id*. Therefore, potential liability for the meal period claim is approximately $46,669.68 (21,840 shifts over 6 hours x $24.01 regular rate x 8.9% violation rate). *Id*. After taking into account the difficulty of certifying and proving meal period claims, as well as Defendants' anticipated arguments that their written meal period policies are lawful and that the claim lacks merit, Plaintiff's Counsel discounted this figure based on a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately $9,333.94 ($46,669.68 x 50% x 40%). *Id*.

Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendants failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. Coelho Decl. at ¶ 15. For example, Plaintiff alleged that Defendants required him and other Class Members to work through their rest periods because of extremely heavy workloads, understaffing, and a lack of coverage, and to remain on duty and on the premises during rest periods. *Id*. Based on Plaintiff's allegations and Plaintiff's and other Class Members' experience working for Defendants, Plaintiff's Counsel applied a 75% violation rate to all qualifying shifts during the Class Period. Therefore, Defendants' potential liability for the rest period claim is approximately $403,890.22 (22,429 shifts of 3.5 hours or longer x $24.01 regular rate x 75% violation rate). However, Plaintiff's Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. *Id*. Because this claim would have relied exclusively on Class Member testimony, Plaintiff's Counsel discounted this claim based on a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately $80,778.04 ($403,890.22 x 50% x 40%). *Id*.

Reimbursements: Plaintiff's reimbursement claim was based on the allegation that Defendants failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendants, such as mandatory use of personal cell phones to communicate with supervisors and managers and of personal vehicles for work-related errands and tasks. Coelho Decl. at ¶ 16. For purposes of calculating Defendants' liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel estimated that Defendants were liable to each Class Member for $12.50 per workweek (approximately $50 per month) in unreimbursed expenses, for a total amount of approximately $62,837.50 ($12.50 x 5,027 workweeks). *Id*. However, Defendants would likely argue that these expenses were not required by Defendants, and that they could not have known that these expenses were being incurred. *Id*. Accordingly, Plaintiff's Counsel discounted this claim based on a 30% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately $7,540.50 ($62,837.50 x 30% x 40%). *Id*.

In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-the-clock claim, meal period violations, rest period violations, and failure to reimburse expenses (i.e., the wage claims) is approximately $692,333.47. Coelho Decl. at ¶ 17. However, after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiff's Counsel estimates that Plaintiff's realistic, estimated recovery for these non-penalty wage claims is approximately $126,282.25. *Id*.

Derivative Penalties: Plaintiff alleged that as a result of Defendants' failure to pay all wages owed, Defendants owed waiting time penalties and wage statement penalties. Coelho Decl. at ¶ 18. With respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated that Defendants' maximum potential liability is approximately $589,439.00. *Id*. Defendants' maximum potential liability for waiting time penalties is approximately $474,189.00 (81 employees x average daily pay x 30 days, as calculated by Plaintiff's expert using annual average rates of pay and an average shift length of approximately 8.15 hours) based on approximately 81 formerly employed Class Members who were terminated on or after March 27, 2022, within the 3-year statute of limitations period. *Id*. Defendants' maximum potential liability for inaccurate wage

statements is approximately $115,250.00 ([53 employees x 1 initial violation/employee x $50 for an initial violation] + [(1,179 pay periods - 53 initial violations) x $100 for each subsequent violation]) based on approximately 53 Class Members who worked during the 1-year statute of limitations period (March 27, 2024 through December 3, 2025) and approximately 1,179 pay periods in that statutory timeframe. *Id*. In light of the foregoing, Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full $589,439.00 in statutory penalties given Defendants' defenses, the contested nature of Plaintiff's claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. *Id*. Considering that the underlying wage claims are realistically estimated to be approximately $126,282.25, such a disproportionate award would also raise due process concerns. *Id*. As such, Plaintiff's counsel discounted these figures to account for the risk and uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation of approximately $56,902.68 for waiting time penalty claims ($474,189.00 x 30% x 40%), and approximately $10,372.50 for wage statement penalty claims ($115,250.00 x 30% x 30%), or approximately $67,275.18 total for statutory penalties. *Id.*

PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendants' potential exposure could reach $123,300.00, assuming the initial $100 penalty would apply for each of the 1,233 pay periods in the PAGA Period. Coelho Decl. at ¶ 19. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. *Id*. As such, Plaintiff's counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately $12,330.00 for PAGA penalties ($123,300.00 x 10%). *Id*. The settlement allocates $9,250.00 of the Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 5% of the Gross Settlement Amount and approximately 75% of the realistic PAGA allocation estimate for PAGA penalties ($9,250.00 / $12,330.00). *Id.*

Using these estimated figures, Plaintiff's Counsel predicted that the realistic maximum recovery for all claims, including penalties, would be approximately $205,887.43. Coelho Decl. at

¶ 20. This means that the gross settlement amount represents approximately 90% of the realistic maximum recovery ($185,000.00 / $205,887.43). *Id*. Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. *Id*. Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. *Id*.

Based on the figures in the Settlement Agreement, the Net Settlement Amount available for class settlement payments is currently estimated to be $73,333.33 for approximately 140 Class Members. Coelho Decl. at ¶ 21. As a result, each Class Member would be eligible to receive an average net benefit of approximately $523.81. *Id*. Based on the estimated Net Settlement Amount available for individual class payments and there being approximately 5,027 workweeks in the Class Period, the estimated weekly valuation for Individual Class Payments is $14.59 ($73,333.33 / 5,027 workweeks). *Id*.

C. The Requested Service Payment is Reasonable

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

Throughout this case, Plaintiff assisted counsel in providing information necessary to prosecute the claims, meeting with counsel regarding the claims, maintaining regular contact with counsel, making himself available the day of mediation to answer questions, and reviewing the Settlement to ensure it was fair to the Class. Bosnuyan Decl. at ¶ 11. No action would likely have been taken by Class Members individually and no compensation would have been recovered for them, but for Plaintiff's services on behalf of the Class. By actively pursuing this action, Plaintiff furthered the California public policy goal of enforcing the State's wage-and-hour laws. *See Sav-On*, 34 Cal.4th at 340. The requested Class Representative Enhancement Award is reasonable and should be preliminarily approved. Plaintiff has provided a declaration regarding his work

performed to date and will provide additional information as requested or required by the Court at final approval.

D. The Requested Attorneys' Fees and Costs Are Reasonable

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

Plaintiff seeks appointment of Thiago M. Coelho and Rachel J. Vinson of Wilshire Law Firm, PLC as Class Counsel. The attorneys performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment. Coelho Decl. at ¶ 22. Plaintiff's Counsel seeks preliminary approval for up to one-third (1/3) of the Gross Settlement Amount in attorneys' fees, which equals $61,666.67, and up to $25,000.00 in reimbursement of litigation costs. Settlement Agreement at § 3.2.2; Amendment at §§ 2.4, 3.1. Given the work performed in this matter, the extensive information exchange, and the substantial recovery obtained on behalf of the Class, Plaintiff's Counsel achieved a settlement through efficient and diligent work. *See generally*, Coelho Decl. No later than fourteen (14) calendar days before the Response Deadline, Plaintiff's Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs. The Administrator will post that motion on the settlement website within two (2) business days after it is filed so that Class Members can review it before the deadline to object. Amendment at § 3.2.

E. The Administration Costs Are Reasonable

The Parties have agreed upon using Phoenix to administer this Settlement. Settlement Agreement at §§ 1.2, 7.1. Plaintiff seeks preliminary approval of $5,750.00 for Phoenix to administer this Settlement pursuant to Phoenix's will-not-exceed bid. *See* Coelho Decl. at ¶ 31, Exhibit 5. The services covered by this payment are extensive and necessary to carry out the Settlement administration.

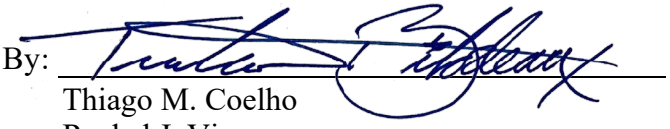
V. CONCLUSION

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

Respectfully submitted,

Dated: November 11, 2026

WILSHIRE LAW FIRM, PLC

By: 

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