Arby Aiwazian (SBN 269827)
Vartan Madoyan (SBN 279015)
Stephanie Roseman (SBN 364057)
LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
Attorneys for Plaintiffs David Reese, Isaac Kharaud, and Patricia Brown

James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200 / Fax: (949) 387-6676

Attorneys for Plaintiff Victor Diaz

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DAVID REESE, ISAAC KHARAUD, PATRICIA BROWN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

VEOLIA TRANSPORTATION, an unknown business entity; TRANSDEV SERVICES, INC., a Maryland corporation; and DOES 1 through 100, inclusive,

Defendants.

VICTOR DIAZ, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

TRANSDEV NORTH AMERICA, INC., a California Corporation and DOES 1-50, Inclusive.

Case No.: 21STCV29413 (lead)
[Related to Case Nos. 21STCV36076; 22STCV32496; 22STCV38405; and 23AHCV02160]

Honorable Carolyn B. Kuhl
Department 12

CLASS ACTION

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

[Declarations of Proposed Class Counsel (Vartan Madoyan, James Hawkins), Proposed Class Representatives (David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz), and Settlement Administrator; and [Proposed] Order filed concurrently herewith]

Date:	July 29, 2026
Time:	10:30 a.m.
Department:	12
Complaint Filed:	August 10, 2021
FAC Filed:	March 8, 2023
Diaz Complaint Filed:	October 4, 2022

Diaz FAC Filed: February 20, 2024
Trial Date: None Set

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on July 26, 2026 at 10:30 a.m., or as soon thereafter as the matter may be heard, before the Honorable Carolyn B. Kuhl in Department 12 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, 90012, Plaintiffs David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz ("Plaintiffs" or "Class Representatives") will, and hereby do, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declarations of Vartan Madoyan in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiffs David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz as Class Representatives;
- Appointing Arby Aiwazian, Vartan Madoyan, and Stephanie Roseman of Lawyers *for* Justice, PC, and James Hawkins and Greg Mauro of James Hawkins, APLC, as Class Counsel;
- Approving the proposed Notice of Class and Representative Action ("Class Notice"), attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving Apex Class Action, LLC as the Settlement Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Vartan Madoyan and James Hawkins) and Proposed Class Representatives (David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz) in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: June 19, 2026

LAWYERS *for* JUSTICE, PC

By: ______________________
Vartan Madoyan
Attorney for Plaintiffs David Reese, Isaac Kharaud, and Patricia Brown

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

TABLE OF CONTENTS

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

TABLE OF AUTHORITIES

Cases

Statutes

Other Authorities

Rules

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz ("Plaintiffs" or "Class Representatives") seek preliminary approval of the Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants Veolia Transportation, Transdev North America Inc, Inc. and Transdev Services, Inc. (together, the "Defendants"), on the other hand. Subject to approval by the Court, Plaintiffs and Defendants (collectively, the "Parties") have agreed to settle the lawsuits for a Gross Settlement Amount of $4,500,000.00.[1]

Plaintiffs also seek to provisionally certify the following Class for settlement purposes, which Defendants do not oppose:

> all persons who have been employed by Defendants as Non-Exempt Employees or equivalent positions however titled in the state of California during the Class Period, excluding the Excluded Class Members ("Class" or "Class Members").[2]

Class Members who do not submit a timely and valid opt-out request from the Class Settlement ("Participating Class Member") will receive a *pro rata* share of the Net Class Settlement Amount ("Individual Settlement Share"). The net payment of each Settlement Class Member's Individual Settlement Share ("Individual Settlement Payment") will be distributed to Settlement Class Members on a *pro rata* basis based on the respective number of weeks worked by each Participating Class Member worked for Defendants in a non-exempt position during the Class Period, rounded up to the nearest whole week. Each Participating Class Member's share of

---

[1] Settlement Agreement, attached as "**EXHIBIT 1**" to Declaration of Vartan Madoyan ("Madoyan Decl."), § 19. The Settlement is based on the representation that there were no more than 956,264 workweeks worked by the Class Members from the period from August 10, 2017, to August 2, 2025. If that number is incorrect by more than 10% (i.e., by more than 95,662 workweeks), Defendants shall increase the Gross Settlement Amount proportionally. For example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%. *See id*., § 53.

[2] *Id*., § 6. "Class Period" is defined as the period from August 10, 2017, through the date the Court grants Preliminary Approval. *See id*., § 8. As defined in Section 11 of the Settlement Agreement, the Excluded Class Members are those individuals who are represented by an attorney and have filed and/or resolved a lawsuit against one or more Defendants alleging the same or similar wage and hour violations at issue in the Actions. The Excluded Class Member definition specifically lists the cases to which the definition applies.

the Net Class Settlement Amount will be calculated by dividing the Participating Class Member's weeks worked in a non-exempt position by the total number of weeks worked by all Class Members in a non-exempt position during the Class Period and multiplying this figure by the Net Class Settlement Amount ("Workweeks").[3]

The Settlement, upon final approval by the Court and funding of the Gross Settlement Amount, will operate to resolve the Released Class Claims of Plaintiffs and Settlement Class Members and the Released PAGA Claims of the State of California.[4]

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants are private operators of multiple modes of transportation in the United States. Defendants operate internationally and across forty-six states in the United States, including providing services in over thirty-five cities throughout California. Plaintiffs are current and former employees of Defendants.

On August 10, 2021, Plaintiff Reese filed his Class Action Complaint for Damages in the Los Angeles Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit.[5]

On July 15, 2021, Plaintiff Reese provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("Reese PAGA Notice").[6]

On July 27, 2021, Plaintiff Reese submitted an Amended PAGA Notice.

On September 30, 2021, Plaintiff Reese filed his Complaint for Enforcement Under the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 21STCV36076.

On August 23, 2022, Plaintiff Kharaud provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("Kharaud PAGA Notice").[7]

---

[3] Settlement Agreement, § 54(e)(i).
[4] *Id.*, at §§ 25 and 33.
[5] Madoyan Decl. ¶ 2.
[6] *Id.*, ¶ 3, Exh. 1.
[7] *Id.*, ¶ 6, Exh. 1.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

On October 4, 2022, Plaintiff Diaz filed his Class Action complaint entitled, *Victor Diaz v. Transdev North America*, Case No. 22STCV32496.

On December 9, 2022, Plaintiff Diaz filed his Complaint for Enforcement Under the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 22STCV38405.

On March 6, 2023, Plaintiff Brown provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("Brown PAGA Notice").[8]

On March 7, 2023, the Parties filed the Joint Stipulation Granting Plaintiff Leave to File First Amended Complaint.

On March 8, 2023, Plaintiff Reese filed his First Amended Complaint, adding Isaac Kharaud as a named Plaintiff and adding an allegation for violations of California Labor Code section 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

On January 3, 2024, the Reese and Diaz actions were deemed related.

On September 18, 2023, Plaintiff Brown filed her Complaint for Enforcement Under the Private Attorneys General Act in Los Angeles County Superior Court, Case No. 23AHCV02160.

On April 11, 2023, Defendants filed their Answer to Plaintiff's First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act.[9] Plaintiffs' core allegations are that Defendants have violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiffs, Class Members, and Aggrieved Employees of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq*., and conduct giving rise to civil

[8] *Id.*, ¶ 9, Exh. 1.
[9] *Id.*, ¶ 14.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiffs contend that they, the Class Members, and the Aggrieved Employees (as applicable) are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.[10]

The Parties have actively litigated the Actions since the initial commencement on August 10, 2021. On May 7, 2024, the Parties participated in arm's-length and informed negotiations with Mediator Deborah Saxe Esq. ("Mediator"), a respected mediator of labor and employment actions.[11] The matter did not resolve at that time and a second mediation session was later conducted by the Mediator on January 30, 2025. The matter also did not resolve at the second mediation session, but with the aid of the mediator, the Parties continued negotiations and reached the Settlement described herein to resolve the Actions in their entirety.[12]

III. <u>SUMMARY OF THE SETTLEMENT TERMS</u>

Under the terms of the Settlement, Defendants will pay a Gross Settlement Amount of $4,500,000.00 to resolve the Actions.[13] Subject to approval by the Court, the Net Class Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., $1,575,000.00 if the Gross Settlement Amount remains $4,500,000.00) and litigation costs and expenses in an amount not to exceed $120,000.00 ("Attorneys Fees and Costs") to Class Counsel; (2) Settlement Administration Costs, which are currently estimated not to exceed $59,990.00 to the Settlement Administrator ("Settlement Administration Costs"); (3) PAGA Penalty Amount of $500,000.00 ("PAGA Penalty Amount"); and (4) payments in the amount of up to $10,000.00 each to Plaintiffs (for a combined total of $40,000.00) ("Enhancement Award").[14] The Parties have agreed to retain Apex Class Action, LLC ("Apex

---

[10] *Id.*, ¶ 23.
[11] *Id.*, § -31
[12] *Id.*, §.31
[13] Settlement Agreement, § 19.
[14] Settlement Agreement, § 52.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

Class Action, LLC" or "Settlement Administrator") to handle the notice and settlement administration process.[15]

The Parties have agreed that the Settlement Administrator will determine each Settlement Class Member's share of the available Net Class Settlement Amount ("Individual Settlement Share"), in accordance with the Settlement Agreement on a *pro rata* per Workweeks basis, which will be adjusted after Final Approval to reflect the total Workweeks worked by Settlement Class Member.[16] The Parties have agreed that the Settlement Administrator will determine each Aggrieved Employee's pro rata share of the 25% share of the PAGA Penalty Amount, in accordance with the Settlement Agreement on a pro rata per PAGA Pay Periods basis.[17]

The Parties agree, for purposes of this Settlement, that Individual Settlement Shares will be allocated 20% to wages subject to withholdings and 80% to penalties and interest.[18] The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, and issue checks to Settlement Class Members for their Individual Settlement Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will not be subjected to withholdings.[19] Defendants will separately pay, in addition to the Gross Settlement Amount, the funds for any employer-side taxes.[20]

Individual Settlement Payment and Individual PAGA Payment checks will be negotiable for 180 calendar days from the date of their issuance, and thereafter, shall be canceled.[21] Thereafter, funds from uncashed Individual Settlement Payment and/or Individual PAGA Payment checks shall be transmitted to the California Controller's Unclaimed Property Fund in the name of each Class Member and/or Aggrieved Employee to whom the checks were issued.[22]

---

[15] *Id.*, § 35.
[16] *Id.*, § 54(e).
[17] *Id.*, § 54(d).
[18] *Id.,* § 56(a).
[19] *Id.*
[20] *Id.*, § 14.
[21] *Id.*, § 62(e).
[22] *Id.*

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

Any Class Member may request to be excluded from the Class Settlement by mailing an opt-out request postmarked on or before the date that is 60 calendar days from the date of the initial mailing of the Class Notice by the Settlement Administrator, with additional days for re-mailed notices ("Deadline to Opt Out").[23] Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.[24]

Only Class Members who have not submitted an opt-out request (i.e., Settlement Class Member) may object to the Class Settlement by submitting a Notice of Objection, to the Settlement Administrator prior to the Deadline to Opt Out or by presenting their objection orally at the Final Approval hearing, regardless of whether they submitted a written objection.[25]

In order to dispute the number of Workweeks and/or PAGA Pay Periods attributable to an individual Class Member and/or Aggrieved Employee, that Class Member and/or Aggrieved Employee must submit a written letter to the Settlement Administrator, and include copies of any supporting evidence they may have.[26] To be valid, a Workweek Dispute must contain the following: (i) the Class Member's full name and current address; (ii) the Action name and/or case number; (iii) the number of workweeks the Class Member maintains is correct; and (iv) documentary evidence sufficient to prove that Defendants' calculation of the workweeks for the Class Member is incorrect, if any.

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that

[23] *Id.*, § 23 and 59.
[24] *Id.*
[25] *Id.*, § 23 and 60.
[26] *Id.*, § 58.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg,* § 11.25.

V. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk,* 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including "the strength of the Plaintiff's 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 view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give "proper deference to the private consensual decision of the parties." *Hanlon*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. "A presumption of fairness exists 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." *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for*

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

Fair Franchising v. Southland Corp. (2000) 85 Cal.App.4th 1135, 1151.

A. **The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.**

The Parties have actively litigated the Actions since they commenced on August 10, 2021. Both sides investigated the veracity, strength, and scope of the claims throughout the cases, and Class Counsel were actively preparing the matter for class certification and trial.[27]

Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data from Plaintiffs, Defendants, and other sources, as well as multiple depositions.[28] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs' and other Class Members' employment records, a detailed sampling of Class Members' time and pay data as well as wage statements, Defendants' relevant employee handbooks, company policy acknowledgements, internal memoranda, job descriptions, employment policies, operations and employment practices, forms (including but not limited to Defendants' Safety Policy, Standards of Performance Policy, and Administrative Matters Policy), procedures (including but not limited to Overtime Policy, Employment Policy, and Job Description Documents), and policies (including but not limited to Health and Welfare Benefits), among other information and documents.[29] Class Counsel had the opportunity to interview Plaintiffs and others to gather facts and to identify potential witnesses.[30] In addition, Class Counsel have extensive experience in California wage-and-hour class actions.[31]

The Parties engaged in extensive settlement negotiations and participated in two full-day mediations conducted by Deborah Saxe Esq., a well-respected mediator experienced in mediating labor and employment matters.[32] Prior to and during the mediation and settlement

---

[27] Madoyan Decl., ¶¶ 31.
[28] *Id*., ¶ 31-32.
[29] Ibid.
[30] Madoyan Decl., ¶ 32.
[31] Madoyan Decl., ¶ 25-29; Hawkins Decl., ¶ 33.
[32] Madoyan Decl., ¶ 31.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, including the risks of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and state wage-and-hour enforcement; the evidence produced and analyzed; and the possibility of appeals.[33] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[34] Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.[35] After conducting investigations, formal and informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluations following multiple mediations and subsequent settlement discussions, the Parties have agreed that the cases are well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation.[36]

B. <u>The Settlement Is Fair, Reasonable, and Adequate.</u>

The Settlement represents a fair, adequate, and reasonable resolution of the matter.[37] The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the formal and informal exchange of information.[38] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue.[39] Moreover, considering all of the facts and circumstances of the lawsuits, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[40]

Assuming that the Attorneys Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs are approved by the Court and paid in the full

---

[33] Ibid.
[34] Ibid.
[35] *Id.*, ¶¶ 31
[36] Ibid.
[37] *Id.*, ¶¶ 31, 33, 35 & 42
[38] *Id.*, ¶¶ 31-34.
[39] *Id.*, ¶¶ 31.
[40] *Id.,* ¶¶ 31, 33, 35 & 42.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

amounts provided for by the Settlement, the Settlement provides for a Net Class Settlement Amount that is currently estimated to be $2,205,010.00.[41] Additionally, 25% of the PAGA Penalty Amount (i.e., Individual PAGA Payment), which is $125,000.00 out of $500,000.00, will be distributed to the Aggrieved Employees. The entire Net Class Settlement Amount will be fully paid out to the Settlement Class Members, in accordance with the Settlement Agreement.

The amount of each Settlement Class Member's Individual Settlement Share and each Aggrieved Employee's Individual PAGA Payment will be calculated based on their Workweeks and/or PAGA Pay Periods during the Class Period and PAGA Period, respectively.[42] "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Workweeks and/or PAGA Pay Periods worked for Defendants during the relevant time period and should be approved.

In light of the foregoing considerations, Class Counsel believe that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, Aggrieved Employees, and the State of California.[43] Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg,* §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. <u>The Settlement Is of Significant Value.</u>

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive formal and informal discovery and exchanged thousands of pages of documents, data, and information prior to mediation.[44] The information that Class Counsel obtained from Plaintiffs, Defendants, and other sources allowed Class Counsel to develop

[41] Settlement Agreement, § 52.
[42] *Id*., § 54
[43] Madoyan Decl., ¶¶ 31, 33, 35 & 42.
[44] Madoyan Decl., ¶¶ 31, 32 & 40.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendants' defenses thereto.[45] As outlined in the Declarations of Vartan Madoyan, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.[46]

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[47] California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

A. The Class Is Ascertainable and Sufficiently Numerous.

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*." *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. "A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 9,577 individuals, which is sufficiently numerous.[48] Further, all Class Members can and will be identified by Defendants to the Settlement Administrator through a review of Defendants' employment records regarding non-exempt

[45] *Id.*, ¶ 34.
[46] *Id.*, ¶¶ 31-34 & 37-40.
[47] Settlement Agreement, § 47.
[48] Madoyan Decl., ¶ 22.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

employees or equivalent positions however titled in the State of California during the Class Period, and who are not Excluded Class Members.[49] As such, the Class is ascertainable and sufficiently numerous.

B. The Share a Well-Defined Community of Interest.

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class." *Sav-On*, *supra*, 34 Cal.4th at 326. "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." *Capitol People First v. Dep't of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant's internal policies and "pattern and practice . . . in order to assess whether that common behavior toward similarly situated Plaintiff renders class certification appropriate." *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Actions. Based on the documents and information obtained through formal and informal discovery and exchange of information in the matter, Plaintiffs contend that Class Members performed similar job duties and were subject to uniform operations and employment policies, practices, and procedures during the Class Period, including payroll and recordkeeping practices.[50] As a result, Plaintiffs claim that all of the Class Members were uniformly not paid all compensation due to them from Defendants during the time period at issue. Plaintiffs maintain that the outcome of this litigation would be determined by Defendants' alleged uniform operations and employment policies and procedures that applied across its non-exempt employees or equivalent positions however titled in the State of California during the Class Period.

---

[49] As defined in Section 11 of the Settlement Agreement, the Excluded Class Members are those individuals who are represented by an attorney and have filed and/or resolved a lawsuit against one or more Defendants alleging the same or similar wage and hour violations at issue in the Actions. The Excluded Class Member definition specifically lists the cases to which the definition applies.

[50] Madoyan Decl., ¶ 24.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

As a member of the Class who were subject to these same policies, practices, and procedures, Plaintiffs' claims are typical of the Class. Moreover, Plaintiffs have no interests adverse to the Class. Plaintiffs have taken steps to initiate and maintain these actions and to ensure that it comes to a fair and reasonable resolution. Importantly, Plaintiffs have retained law firms well-versed in wage and hour class actions, which have at all times represented the best interests of Plaintiffs and the Class.[51]

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS FEES AND COSTS

Class Counsel have litigated the matters for over 4 years and were actively preparing the matters for class certification and/or trial.[52] The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed thousands of pages of documents and data[53] and also interviewed and obtained information from Plaintiffs and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendants' counsel regarding the pleadings and the production of documents and data prior to mediation.[54] Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.[55]

Class Counsel are well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[56]

The Settlement establishes a Gross Settlement Amount of $4,500,000.00, and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., $1,575,000.00 if the Gross Settlement Amount remains $4,500,000.00) and reimbursement of actual costs and expenses in an amount up to

---

[51] Madoyan Decl., ¶ 32; Hawkins Decl. ¶¶ 33, 36.
[52] *Id.*, ¶¶ 31-34.
[53] *Id.*, ¶ 32.
[54] Ibid.
[55] *Id.*, ¶ 31.
[56] Madoyan Decl., ¶¶ 25-29; James Hawkins, Decl., ¶ 33.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

$120,000.00.[57] The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel have shown, (4) the results that Class Counsel have achieved throughout the litigation, (5) the value of the Settlement that Class Counsel have achieved for the Class Members, Aggrieved Employees, and the State of California, and (6) the other cases that Class Counsel had to turn down in order to devote their time and efforts to this matter. The proposed Class Notice provides Class Members that an award of the Attorneys Fees and Costs will be sought, and the amount allocated toward the Attorneys Fees and Costs by the Settlement.[58]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50.

The California Supreme Court has confirmed the propriety of calculating and awarding attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte*, *supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the position that while "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of

---

[57] Settlement Agreement, §§ 19 and 54(a).
[58] *Id.*, Exh. A.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

fund method survives in California." *Id*. (internal quotation marks omitted).

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg,* § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[59]

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiffs' Motion for Final Approval of the Settlement and application for the Attorneys Fees and Costs at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement are well within the range of reasonableness for preliminary approval.

VIII. <u>THE PROPOSED CLASS NOTICE IS ADEQUATE</u>

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

"Sufficient information about the case should be provided to enable class members to

[59] Madoyan Decl., ¶ 17; Hawkins Decl. ¶ 34.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and procedures to submit an objection to the Class Settlement, submit an opt-out request from the Class Settlement, and/or dispute regarding Workweeks and/or PAGA Pay Periods, and the date and time set for the Final Approval Hearing.[60] The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.[61] The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.[62] The proposed Class Notice also apprises the Class Members and Aggrieved Employees of, *inter alia*, how their Individual Settlement Share and if applicable, their Individual PAGA Payment is calculated and the number of Workweeks and/or PAGA Pay Periods credited to them.[63] The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg,* at § 8.39.

Thus, the proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Class Notice.

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR

The Parties have selected Apex Class Action, LLC as the Settlement Administrator. Within 14 calendar days of receipt of the Class List, the Settlement Administrator will perform an NCOA check and will mail the Class Notice to each Class Member and Aggrieved Employee. The Settlement Administrator will skip-trace returned Class Notice and re-mail the Class Notice to the new addresses. In the case of a re-mailed Class Notice, the Deadline to Opt Out will be the later of 60 calendar days after initial mailing or 45 calendar days from re-mailing.[64] The Administrator will receive and process opt-out request, Notice of Objection, and any challenges

[60] Settlement Agreement, Exh. A.
[61] Ibid.
[62] Ibid.
[63] Ibid.
[64] *Id*., §§ 23 and 57.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203

to Workweeks and/or PAGA Pay Periods.[65] In addition, the Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties. The Settlement Administration Costs is currently estimated to be $59,990.00 (and not to exceed $65,000.00) and will be paid out of the Gross Settlement Amount, subject to approval by the Court.[66] Accordingly, Plaintiffs respectfully request that the Court appoint Apex Class Action, LLC as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members and Aggrieved Employees in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

XI. CLASS REPRESENTATIVES' ENHANCEMENT AWARD

Plaintiffs respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Enhancement Award in an amount up to $10,000.00 to each Plaintiff.[67] It is within the Court's discretion to award payment to a Class Representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make an Enhancement Award include: (1) the risks to the Class Representatives in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representatives; (3) the amount of time and effort spent by the Class Representatives; (4) the duration of the litigation of the cases; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representatives as a result of the litigation. *Id*.

The Enhancement Awards are fair and appropriate. Plaintiffs spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.[68] Plaintiffs were available

[65] *Id.*, §§ 57-60.
[66] *Id.*, §§ 52 and 54(b).
[67] *Id.*, §§ 15 and 52.
[68] Madoyan Decl., ¶ 16; Declaration of David Reese in Support of Plaintiffs' Motion for Preliminary Approval of

whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.[69] Accordingly, it is appropriate and just for Plaintiffs to receive $10,000.00 for their services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to their Individual Settlement Payment.

XII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC and James Hawkins, APLC as Class Counsel; appoint Plaintiffs David Reese, Isaac Kharaud, Patricia Brown, and Victor Diaz as Class Representatives; appoint Apex Class Action, LLC as Settlement Administrator; preliminarily approve the allocations for Attorneys Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately 6 months.

Dated: June 19, 2026

LAWYERS *for* JUSTICE, PC

By: Vartan S. Madoyan

Vartan Madoyan
Attorneys for Plaintiffs David Reese, Isaac Kharaud, and Patricia Brown

---

Class Action and PAGA Settlement ("Reese Decl."), ¶ 4; Declaration of Isaac Kharaud in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Kharaud Decl."), ¶ 4; Declaration of Patricia Brown in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Brown Decl.") ¶ 4; Declaration of Victor Diaz in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Diaz Decl.").

[69] Madoyan Decl., ¶ 16; Reese Decl., ¶¶ 3-6; Kharaud Decl., ¶¶ 3-6; Brown Decl., ¶¶ 3-6; Diaz Decl., ¶¶ 5-7, 10-11.

LAWYERS *for* JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203