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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ, an individual, on behalf of herself and others similarly situated,

PLAINTIFF,

v.

BALDA C. BREWER, INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVSB2219827

[Case Assigned for All Purposes to Hon. Kevin Lee in Dept. S26]

NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[Filed concurrently with Motion for Approval of Attorneys' Fees and Costs; Declarations of Kelsey M. Szamet, Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez and Taylor Mitzner, Proposed Order and Judgment]

Date: October 27, 2026
Time: 8:30 AM
Dept.: S26

Complaint Filed:	September 8, 2022
FAC Filed:	December 20, 2022
Trial Date:	None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 27, 2026, at 8:30 AM in Department S26 of the above-entitled court, Plaintiff Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez ("Plaintiff") will, and hereby does, move the Court for an Order of Final Approval of the Class Settlement in this case. Plaintiff moves the Court for an order:

1. Granting final approval of the settlement in the case pursuant to the Class Action and PAGA Settlement Agreement ("Agreement"), a copy of which is attached to the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit "1";

2. Affirming Kingsley Szamet Employment Lawyers as Class Counsel;

3. Affirming Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez as Class Representative and awarding an enhancement award of $15,000.00;

4. Awarding Phoenix Class Action Administration Solutions claims administration fees of $26,650.00 for its services as Administrator; and,

5. Entering judgment.

This Motion will be made pursuant to Code of Civil Procedure section 382 and California Rule of Court, rule 3.769 on the grounds that the proposed Agreement is fair, adequate, reasonable, and in the best interest of the Settlement Class Members and the parties.

The Motion will be based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declarations of Kelsey M. Szamet, Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez, Taylor Mitzner, all other papers and records on file in this action, and on such oral and documentary evidence as may be presented at the hearing on this Motion.

DATED: October 5, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____
Kelsey M. Szamet
Attorneys for Plaintiff and the proposed class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez ("Plaintiff") submits this Motion for Final Approval of Class Settlement and requests that the Court:

1. Grant final approval of the settlement in this case pursuant to the Class Action and PAGA Settlement Agreement ("Agreement"), a copy of which is attached to the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit "1";

2. Award attorneys' fees and costs as detailed in the concurrently-filed Motion for Attorneys' Fees and Costs;

3. Award Phoenix Class Action Administration Solutions claims administration fees of $26,650.00 for its services as Administrator;

4. Affirm named Plaintiff Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez as Class Representative and award a cumulative Class Representative payment of $15,000.00; and

5. Enter judgment.

II. FACTUAL BACKGROUND

A. Litigation Overview and Procedural History

On September 8, 2022, Plaintiff filed this wage and hour class action lawsuit, alleging six causes of action, including: (1) failure to pay wages and/or overtime under Labor Code sections 510, 511, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) failure to issue accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; and (6) violation of Business & Professions Code section 17200. Also on September 8, 2022, Plaintiff sent a notice letter, pursuant to Labor Code section 2699 ("PAGA"), to the Labor Workforce Development Agency ("LWDA") regarding her intent to seek civil penalties for the same Labor Code violations above, under Labor Code section 2699, et seq. (Declaration of Kelsey M. Szamet ("Szamet Decl.") ¶5.)

On December 20, 2022, Plaintiff filed a First Amended Class and Representative Action

Complaint adding an additional cause of action for penalties pursuant to Labor Code § 2699, et seq., the Private Attorneys General Act ("PAGA") based on the underlying Labor Code violations already pled. (Hereafter, the "Action".) (Szamet Decl. ¶6.) On May 19, 2025, Plaintiff filed a Second Amended Complaint, adding claims under Labor Code sections 2802, 1174 and 1174.5.

Plaintiff brings the Class Action on behalf of a Proposed Class defined as: "[a]ll hourly employees worked for Balda C. Brewer, Inc., directly or through a staffing agency, who are employed or have been employed by Balda C. Brewer, Inc., in the State of California who worked one or more pay periods since four (4) years prior to the filing of this action to the present." (Szamet Decl. ¶7.)

B. The Discovery Process

The Parties started to engage in formal discovery but agreed to stay formal discovery to focus their efforts on resolving this case through early mediation. (Szamet Decl. ¶8.) Plaintiff served her first set of Special Interrogatories and Requests for Production of Documents on April 26, 2023. Defendant produced the employee handbook as well as a randomized 20% sample of time and pay data for the Proposed Class for mediation purposes only. (Szamet Decl. ¶9.)

On March 11, 2024, and September 11, 2024, the Parties attended two days of mediation with experienced mediator Peter S. Rukin. (Szamet Decl. ¶10.) The Parties engaged in arms- length settlement negotiations for months before this Settlement was reached. (Szamet Decl. ¶11.)

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. (Szamet Decl. ¶12.) Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders. (*Id*.)

Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and

representative action trial on the merits, and numerous potential appellate issues. (Szamet Decl. ¶13.) Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to avoid the cost of litigation. (*Id*.) Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here. (*Id*.)

C. Preliminary Approval

On June 15, 2026, the Court issued an Order preliminarily approving the settlement in this case, approving the proposed Class Notice, ordering that the Administrator send notice to the Class, and setting a date for the Final Approval and Fairness Hearing. (Szamet Decl. ¶14.)

III. THE PRELIMINARILY APPROVED SETTLEMENT

A. The Settlement Class

For purposes of Agreement, the settlement class is defined as: "all hourly employees of Balda C. Brewer, Inc. who worked one or more pay periods in California during the Covered Period, and those individuals working at Balda C. Brewer, Inc. on an hourly basis through a staffing agency, for one or more pay periods in California during the Covered Period." (Szamet Decl. ¶15; Agreement, Ex. 1 at § 1, ¶1.5.) The "Settlement Class Members" or "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee). (Szamet Decl. ¶16; Agreement, Ex. 1 at § 1, ¶1.9.)

The Covered Period is the period from September 8, 2018 to October 6, 2024. (Szamet Decl. ¶17; Ex. 1 at § 1, ¶1.12.) As of February 19, 2026, Defendant estimates there are approximately 1,543 Settlement Class Members. (Szamet Decl. ¶18; Ex. 1 at § 9.)

The final Class contained 1,505 individuals. (Mitzner Decl. ¶6.)

B. The Aggrieved Employees

For purposes of Agreement, the "Aggrieved Employee" or "PAGA Employee" means "all hourly employees of Balda C. Brewer, Inc. who worked one or more pay periods during the PAGA Period in the State of California, and those individuals working for Balda C. Brewer, Inc.

on an hourly basis through a staffing agency, in California for one or more pay periods during the PAGA Period." (Szamet Decl. ¶19; Ex. 1 at § 1, ¶1.4.)

The PAGA Period means the period of September 8, 2021 to October 6, 2024. (Szamet Decl. ¶20; Ex. 1 at § 1, ¶1.31.)

C. Settlement Payments

As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of $2,500,000.00, which includes the sum of the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. (Szamet Decl. ¶21; Ex. 1 at § 1, ¶1.22.)

The Net Settlement Amount is the Gross Settlement Amount, less Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (Szamet Decl. ¶22; Ex. 1 at § 1, ¶1.24.)

Plaintiff now requests final approval of the allocation of the Gross Settlement Amount to determine the Net Settlement Amount for distribution to the Class as follows:

Gross Settlement Amount:	$	2,500,000.00
Less Class Counsel's Fees:	$	833,333.33
Less Class Counsel's Costs:	$	23,343.19[1]
Less Administrator Costs:	$	26,650.00
Less PAGA Payment:	$	20,000.00 *($*15,000.00 *to the LWDA; $*5,000.00 *to remain in the* Net Settlement Amount*)*
Less Class Representative Enhancement:	$	15,000.00
Net Settlement Amount:	**$**	1,586,673.48

D. Individual Settlement Payments

The Individual Class Payment amount of each Participating Class Member is an

[1] The Agreement provided for counsel to receive cost reimbursement up to $30,000.00. However, counsel's final costs come to $23,343.19, which includes the anticipated cost of $300 for filing the instant motions. (Szamet Decl. ¶23, Ex. 5), The extra $6,656.81 will remain in the net settlement fund, causing the net distribution to the Class Members to be slightly higher than the $1,580,016.67 contemplated in the settlement agreement. (*Id*., Ex. 1 at ¶3.2.2.)

individualized amount that is based on the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Covered Period. (Ex. 1 at § 1, ¶1.19; see also Ex. A to the Agreement [Class Notice].) Specifically, Individual Class Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Covered Period and (b) multiplying the result by each Participating Class Member's Workweeks. (Ex. 1 at § 3, ¶3.2.4.)

One-third (1/3) of the Gross Settlement Amount to each Participating Class Member shall be deemed payment for settlement of claims for wages and will be subject to appropriate deductions and withholdings calculated and made by the Administrator. (Ex. 1 at § 3, ¶3.2.4.1.) Two-thirds (2/3) of the Gross Settlement Amount to each Participating Class Member shall be deemed payment for settlement of claims for penalties and interest and other non-wage payments not subject to withholdings. (*Id*.)

The Agreement provides for a specific and detailed dispute process regarding Individual Class Payments. (See Ex. 1 at §8.5.)

The Individual PAGA Payment will be the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period. (See Ex. 1 at § 1, ¶1.24.)

Based on these calculations, the average potential recovery is $1,046.52 per Settlement Class Member, and the average Individual PAGA Payment is $5.98. (Mitzner Decl. ¶¶15-16.)

E. Class Notice

The Court approved the proposed Class Notice and directed the mailing of the Notice by first-class mail to Settlement Class Members in accordance with the proposed implementation schedule. (Szamet Decl. ¶24) The procedures for giving notice to the Settlement Class Members, as set forth in the Agreement and Plaintiffs' Motion for Preliminary Approval and approved by the Court, have been fully and properly carried out. (Mitzner Decl. ¶6.)

To date, Phoenix Class Action Administration Solutions received zero (0) requests to be excluded ("opt-outs") from the proposed Agreement and zero (0) objections. (Mitzner Decl. ¶¶10-

11.)

F. Check Mailed Settlement – No Reversion

The Parties agreed to, and the Court preliminary approved, a checks-mailed settlement without the possibility of reversion of settlement funds to Defendant. Under the Agreement, every Settlement Class Member will receive a settlement check and Settlement Class Members do not need to submit a claim in order to receive a settlement check. Any check that is not negotiated within One Hundred Eighty (180) days of mailing to a Class Member shall be re-allocated to all those Class Members who did cash their Settlement checks during the 180 day period. The cost of mailing these checks to the participating Class Members shall be deducted from the amounts left in uncashed checks. If there is not enough left to ensure that each Class Member receiving a check get at least $25.00 after the cost of the administration is deducted, or if any of the second round of checks are not cashed, the Administrator shall transmit the residue represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If the Court does not approve of such, the Parties agree upon and propose Bet Tzedek as a cy pres recipient within the meaning of CCP §384. (Ex. 1 at § 4, ¶4.3.3.)

IV. THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT

Pursuant to California Code of Civil Procedure § 1781(f), "a class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the Class in such manner as the court directs . . . ." In deciding whether to grant final approval to a proposed class action settlement under Code of Civil Procedure § 382, the court's overriding concern is whether the proposed settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

A. The Settlement is Entitled to a Presumption of Fairness

"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." (*Dunk*, *supra*, 48 Cal.App.4th at p. 1802.) The proposed Settlement in the present case

meets all of the *Dunk* factors and is therefore entitled to a presumption of fairness.

As to the first *Dunk* factor, this settlement is the result of adversarial, non-collusive, and arm's-length negotiations overseen by an experienced mediator. All settlement discussions were made by experienced and informed counsel, who believe that this settlement represents a favorable resolution for the Settlement Class Members. (Szamet Decl. ¶25.) The settlement negotiations have been, at all times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken place. (Szamet Decl. ¶26.)

Second, the Parties engaged in formal and informal discovery that permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation. This included the employee handbook as well as a randomized 20% sample of time and pay data for the Settlement Class Members. (Szamet Decl. ¶27.) Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the exposure and risks associated with each claim alleged in the lawsuit. (Szamet Decl. ¶28.)

Third, Class Counsel have significant experience in cases of this type, including several years prosecuting wage, hour, and working condition violations. (Szamet Decl. ¶29.) Class Counsel is thus qualified to evaluate the class claims and viability of the defenses. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best interests of the class and that the average recovery for each Settlement Class Member of over $1,046 is substantial, given the risks inherent in litigation and the defenses asserted. (Szamet Decl. ¶30.)

Finally, the fourth *Dunk* factor considers the percentage of objectors. Here, there were zero (0) requests to be excluded and no objectors. (Mitzner Decl. ¶¶10-11.) As all of the *Dunk* factors are satisfied, this settlement is entitled to a presumption of fairness.

B. The Court Should Approve This Class Action Settlement Because it Satisfies Each of the *Kullar* Factors

The case of *Kullar v. Foot Locker Retail, Inc* (2008) 168 Cal.App.4th 116, 128, set forth several factors that the Court should analyze in determining whether to approve a class action settlement. These factors include: (1) the strength of plaintiff's case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class action status

through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement.

In *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 409, the court clarified that a *Kullar* showing does not require the parties to submit the outer reaches of maximum possible recovery without taking into account the actual risks of certification, decertification, dispositive motions, and trial, so long as there is a record which allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation." *Munoz*, 186 Cal. App. 4th at 409.

The proposed settlement satisfies each of these factors. (Szamet Decl. ¶31.) Class Counsel conducted extensive informal discovery before entering into meaningful settlement negotiations in this matter. (*Id* at Szamet Decl. ¶¶7-12.) This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation. (Szamet Decl. ¶32.) The Parties also engaged in meaningful confirmatory discovery after the mediation. (Szamet Decl. ¶33.) Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Agreement. (Szamet Decl. ¶34.)

1. <u>The Strength of Plaintiffs' Case</u>

a) The Risks Associated with the Wages/Overtime Claim

"California employees are entitled to compensation for all hours worked, which means "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." (Title 8 Cal. Code of Regs., § 11080(2)(G); *See Troester v. Starbucks Corp*. (2018) 5 Cal.5th 829, 845, as modified on denial of reh'g (Aug. 29, 2018).) Labor Code § 510(a) states that eight hours of labor constitutes a day's work and any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay.

Labor Code § 511 and IWC Wage Order 1-2001(3)(B) does provide for the adoption of an

alternative workweek schedule that authorizes work by the affected employees for no longer than 10 hours per day within a 40-hour workweek without an overtime rate. However, these statutes state that "all work performed in any workday beyond the schedule established by the agreement up to 12 hours a day or beyond 40 hours per week shall be paid at one and one-half (1 ½) times the employee's regular rate of pay." Furthermore, all work performed in excess of 12 hours per day and any work in excess of eight (8) hours on any days worked beyond the regularly scheduled number of workdays established by the alternative workweek agreement shall be paid at double the employee's regular rate of pay. The wage order also states that, for purposes of determining whether weekly overtime is owed, hours paid at an overtime rate do not count towards the purpose of calculating the 40-hour workweek.

Here, Plaintiff and the Proposed Class allege that they were not properly compensated for all hours worked at the appropriate rate of pay. (Szamet Decl. ¶35.) For approximately the first year of Plaintiff's employment, she worked 9-hour shifts, five (5) days per week. Plaintiff's work schedule was typically from 10:00 p.m. to 7:00 a.m. Towards the end of her employment, Plaintiff alleges that Defendant instituted an improper alternative workweek schedule that resulted in unpaid overtime. (Szamet Decl. ¶36.) Plaintiff's alternative workweek schedule consisted of 12-hour shifts for three (3) days per week, and a 6-hour shift one day per week, for a total of 42 hours per week. (Szamet Decl. ¶37.) However, Defendant's overtime policy states that non-exempt employees only receive overtime pay if the employee works over 40 hours in one week and or the first 8 hours worked on a seventh consecutive day of work in the same workweek. (Szamet Decl. ¶38.) Plaintiff maintains that this policy is unlawful on its face for employees who do not work the same AWS as Plaintiff, nor does it state that employees on the 12/12/12/6 AWS are entitled to overtime after the 10th hour of work or after the 12th hour of work. (Szamet Decl. ¶39.) Under a valid AWS, the applicable wage order permits an alternative work schedule of no more than 10 hours per day without the payment of an overtime rate of compensation. (Szamet Decl. ¶40.) However, under its general overtime policy in the Employee Handbook, an employee only earns overtime compensation if the employee works over 40 hours in a week or on a seventh consecutive day of work. (Szamet Decl. ¶41.)

Plaintiff also argues that Defendant maintained an unlawful rounding practice. (Szamet Decl. ¶42.) Plaintiff further alleges that she signed in/out sheets every day when beginning or ending her shift and for meal periods, but that supervisors actually recorded and rounded employees' time which resulted in meal violations and unpaid wages. (Szamet Decl. ¶43.)

However, at mediation and throughout the settlement negotiations, Defendant vigorously argued that it had acted in good faith and had never intentionally not paid overtime or minimum wages or had ever underpaid employees. The Alternative Workweeks Schedule was instituted in good faith, and for a short period of time and not all workers were subject to it. Defendant also denies it had an unlawful rounding practice.

Thus, while Plaintiff disagrees that Defendant's position is factually correct or legally persuasive, Plaintiff nonetheless acknowledges that there is a significant risk should this claim proceed to trial.

b) The Risks Associated with the Meal Period Claim

Under California Labor Code section 512 and IWC Wage Order No. 1, no employer shall employ any person for a work period of more than five hours without providing a meal period of not less than thirty minutes. The first meal period must be permitted to commence no later than after five hours of work, or the start of the sixth hour of work (5.0 hours on the clock). (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049.) The second meal period must be permitted to commence no later than after ten hours of work, or the start of the eleventh hour of work (10.0 hours on the clock). (*Ibid*.) Wage Order 1-2001 also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, then the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide.

Plaintiff maintains that Defendant failed to inform Plaintiff of her right to take compliant first and second meal period by way of lawful policy. (Szamet Decl. ¶44.) Defendant forced

Plaintiff to five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break. (Szamet Decl. ¶45.) Plaintiff alleges that she was subjected to late meal periods because she could not leave her machine unattended and was required to wait under a supervisor could relieve her for a meal break. (Szamet Decl. ¶46.) Plaintiff also maintains that regularly worked 12-hour shifts during the time she worked an alternative work schedule and was not provided a second meal period, nor did she sign a meal waiver waiving her second meal periods. (Szamet Decl. ¶47.) As mentioned above, Defendant has maintained an unlawful meal rounding policy wherein it rounded time for an employee's meal break regardless of whether a 30-minute compliant meal period was actually provided under California law. (Szamet Decl. ¶48.) This rounding policy was unlawful and did not account for whether the meal periods were provided, employees took their meal periods at all, took timely meal periods, and/or took meal periods of less than thirty minutes. (Szamet Decl. ¶49.)

Defendant heavily contested this claim. (Szamet Decl. ¶50.) Defendant argued that the employees did receive their meal and rest periods and, at trial, would present other employees who would testify to that fact. (Szamet Decl. ¶51.) Defendant argued that its policies and practices ensured high compliance with meal and rest break laws because employees were required to document non-compliant meal periods for every shift through its electronic timekeeping system. (*Id*.) Additionally, because Defendant maintained facially valid meal and rest period policies, Defendant argued that it would be entitled to inquire of each and every Settlement Class Member whether his/her meal periods were provided, and if not, why not – essentially arguing that any untimely or short meal periods in the records were a result of an employee's volition rather than Defendant's own failure to provide them. (*Id*.) Had the Parties proceeded to trial, Defendant would have retained an expert to analyze extrinsic evidence to rebut any alleged meal break violations by arguing that meal breaks were taken and not recorded or were voluntarily missed. (*Id*.) These presented risks on the meal and rest period claims that Plaintiffs considered when evaluating this settlement. (*Id.)*

Thus, while Plaintiff disagrees that Defendant's position is factually correct or legally persuasive, Plaintiff nonetheless acknowledges that there is a significant risk should this claim

proceed to trial.

c) The Risks Associated with the Rest Period Claim

Labor Code section 226.7, subdivision (c), also requires an employer to pay an additional hour of compensation for each workday the employer fails to provide a rest period according to law. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked, or major fraction thereof. (Cal. Code Regs., tit. 8, § 11010, subd. 12(A).) As stated above, Plaintiff could not leave her machine unattended to take her meal or rest breaks. (Szamet Decl. ¶52.) A supervisor needed to ensure Plaintiff's machine was covered by another employee so that Plaintiff could take her meal or rest break. (Szamet Decl. ¶53.) California Labor Code § 226.7 also requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide.

The California Supreme Court has held: "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." (*Brinker Rest. Corp. v. Superior Court*, supra, 53 Cal.4th at 1029.) In an eight-hour workday, being denied the two paid rest breaks in a day is "essentially perform[ing] 20 minutes of 'free' work." (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1104.)

The Court also clarified what steps an employer has to take to "make available" rest breaks to its employees. Under *Brinker*,

> An employer is required to authorize and permit the amount of rest break time called for under the wage order for its industry. If it does not—if, for example, it adopts a uniform policy authorizing and permitting only one rest break for employees working a seven-hour shift when two are required—it has violated the wage order and is liable. No issue of waiver ever arises for a rest break that was required by law but never authorized; if a break is not authorized, an employee has no opportunity to decline to take it.

(*Brinker Rest. Corp. v. Superior Court*, supra, 53 Cal.4th at 1033 (emphasis added.).)

Employers must authorize and permit a net ten-minute paid rest period for every four hours, or major fraction thereof, of work for its employees. If an employer does not, then the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that the rest period is not provided. (Cal. Code Regs., tit. 8, § 11070, subd. 12(B).)

In its defense, Defendant would have argued that Plaintiffs' rest period claim was not appropriate for certification because California law does not require employees to record rest periods. (Szamet Decl. ¶54.) Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendant would have argued that there was simply no way to know (1) whether a break was taken; and (2) if not, why not. (*Id*.) For each instance where an employee did not take a 10-minute rest period by the end of the fourth hour of work, the trier of fact would still have to determine why that particular employee had less than their full allotment of rest time. (*Id*.) Defendant accordingly would have argued that rest break claims are inherently individualized in nature because employers only need to "authorize and permit" breaks; they need not ensure that rest breaks are taken. *Brinker*, 53 Cal. 4th at 1004. To succeed, "[a]n employee must show that the employer prevented the employee from taking breaks; mere proof of knowledge that the employee was forgoing breaks is insufficient." As such, Plaintiff had to acknowledge that it could potentially by easy for Defendant to defeat certification of this claim if it was able to gather testimonial evidence from class members indicating that they were able to take all required rest breaks each day. (*Id*.) Though Plaintiff does not believe this was the case, Plaintiff must acknowledge it poses risks for the Class. (*Id*.) There is certainly risk as to both sides as to what declarations and depositions of class members might reveal. (*Id*.)

d) The Risks Associated with the Reimbursement Claim

Under California Labor Code§ 2802(a) an employer "shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." An employee acts in "discharge of his duties," for purposes of this Section when the employee acts within the "course and scope of employment." *See O'Hara v. Teamsters Union Local No. 856*, C.A.9 (Cal.)1998, 151 F.3d 1152.

Here, Plaintiff alleges that Defendant failed to reimburse employees for the cost of using tools that were not provided by Defendant but were necessary for the performance of Plaintiff and the Proposed Class's job duties. (Szamet Decl. ¶55.) Plaintiff alleges that Defendant required that he and the Proposed Class use their personal cell phones to communicate with supervisors

and send photos throughout their shifts if they needed assistance, as well as respond to calls or texts regarding work-related matters while they were off the clock. (*Id*.) Defendant did not reimburse Plaintiff and the Proposed Class for this business use of their personal cell phone. (*Id*.) This tools/equipment were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the Proposed Class for the costs associated with using this personal tools/equipment.

Defendant strongly argued that, if there was work-related use of personal cell phones, that use of their personal cell phones was minimal and infrequent, which would greatly reduce the actual amount of damages owed under this claim. (Szamet Decl. ¶56.) While Plaintiff denies that this position is factually correct or legally persuasive, Plaintiff nonetheless acknowledges what testimony and declarations may later reveal.

e) The Risks Associated with the Wage Statement Claims

California Labor Code §226(a) requires Defendant to provide its employees with an accurate, itemized written wage statement that shows, in relevant part, total hours worked by the employee, her name and address of the legal entity that is the employer, and all applicable hourly rates and the corresponding number of hours worked. Plaintiff alleges that Defendant issued wage statements that violate Labor Code §§ 226(a)(2), and (9).

Plaintiff and the Class are issued wage statements that do not include the total hours worked by the employee. (Szamet Decl. ¶57.) Plaintiff and the Class are issued wage statements that do not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Szamet Decl. ¶58.)

Although wage statement claims are readily certifiable, they are vulnerable to an unfavorable disposition on summary judgment as defendants commonly argue that, without more, wage statement claims are nothing but technical violations for which Settlement Class Members suffer no injury. Before Section 226(e) was amended, the dispositive issue was whether "suffering injury" was satisfied by the deprivation of a legal right (i.e., an employer's provision of non-compliant wage statements), or by consequential damages caused by the non-compliant wage statements. Employers had frequently prevailed in arguing for the latter interpretation. Even after

the enactment of section 226(e), some courts have held that this amendment merely clarifies existing law and have held that plaintiffs must demonstrate actual injury. *See Loud v. Eden Med. Ctr., 2013 U.S. Dist. LEXIS 122873*, **36-53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because plaintiff could not show injury due to defects and that incorrect wage information is not willful).

Plaintiff also anticipated that Defendant would argue that the "subsequent" penalty applies only after a determination that the employer has violated the Labor Code. *See Amaral v. Cintas Corp. No. 2,* 163 Cal. App. 4th 1157, 1209 (2008) ("Although common sense might suggest a "subsequent" violation is nothing more than a violation that occurs at a later point in time after an "initial" violation, this definition is inadequate because the statutes provide for multiple penalties for "each failure to pay each employee" incurred in an initial violation . . . Until the employer has been notified that it is violating a Labor Code provision (whether or not the Commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a "violation" subject to penalties.").

f) The Risks Associated with the Waiting Time Penalties Claim

This claim alleges that Defendant failed to pay all wages due and owing upon termination or resignation. Labor Code § 203(a) provides:

> If an employer willfully fails to pay … any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

Under Labor Code § 203, a "'willful' failure to pay wages … occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs., tit. 8, § 13520; see also Diaz v. Grill Concepts Services, Inc. (2018) 23 Cal.App.5th 859 ("willful" simply means that "the employer intentionally failed or refused to perform an act which was required to be done[.] Willful … does not necessarily imply anything blameable, or any malice or wrong toward the other party").

Here, Plaintiff contends that Defendant failed to properly pay overtime for any work in excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week. (Szamet

Decl. ¶59.) The risk analysis for the section 203 claim flows from the risk analysis for the underlying wage claim discussed above. (Szamet Decl. ¶60.) If Defendant could prove, as it contends, that class members were paid for all hours worked, there would be no recovery of wages and no waiting time penalties that flow therefrom. (Szamet Decl. ¶61.)

Plaintiff also alleged that Defendant owes waiting time penalties by not paying former alleged employees all wages owed and all premium payments for non-compliant meal or rest periods under Labor Code § 226.7. (Szamet Decl. ¶62.) Pursuant to *Murphy v. Kenneth Cole Productions, Inc.* (2002) 40 Cal.4th 1094, 1120, Plaintiff contended that break premium payments constitute "wages" under Labor Code § 203. ("We hold that section 226.7's plain language, the administrative and legislative history, and the compensatory purpose of the remedy compel the conclusion that the 'additional hour of pay' is a premium wage, not a penalty"). (Szamet Decl. ¶63.) However, the Court in *Naranjo* recently held that unpaid break premiums do not entitle employees to additional remedies under the California Labor Code for waiting time penalties. *Naranjo, et al. v. Spectrum Security Services, Inc*. (2019) 40 Cal.App.5th 444.

The bigger risk that Plaintiff analyzed, however, is that to establish liability for waiting time penalties, Plaintiff would have to establish not only that the underlying violations occurred, but also that Defendant's conduct was "willful." (Labor Code § 203; Szamet Decl. ¶64.) If Defendant could establish that any alleged failure was the result of mistake or oversight and not "willful", then it is possible that Plaintiff would not be able to recover penalties for this claim. (Szamet Decl. ¶65.) Because of this risk, Plaintiff determined that accepting a discount for settlement purposes was appropriate. (Szamet Decl. ¶66.)

g) The Risks Associated with the PAGA Claim

California's Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq., permits private litigants to recover civil penalties for violations of the Labor Code. PAGA provides that plaintiffs may recover previously established civil penalties (section 2699(a)) or, if none were established, plaintiffs may recover default penalties provided in section 2699(f) in the amount of $100 per employee per pay period for the initial violation and $200 for subsequent violations.

The Parties discounted the PAGA claim for multiple reasons. First, the aggrieved

employees' PAGA claims are derivative of all the foregoing class claims. Second, a court has discretion to award less than the maximum penalty. Labor Code § 2699(e)(2) ("a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory"). *See e.g., Carrington v. Starbucks Corporation* (2018) 30 Cal.App.5th 504, 241 Cal.Rptr.3d 647, 669 (affirming award of 10% of maximum PAGA penalty). Finally, the Class is compensated for these violations in the proposed Agreement, and thus any PAGA recovery for these same violations would be duplicative. As such, the Agreement's contemplated PAGA payment of $20,000.00 is appropriate. (Szamet Decl. ¶67.) *See Nordstrom Commissions Cases,* 186 Cal.App.4th 576, 589 (2010) (affirming settlement allocating $0 of $6.4 million settlement to PAGA penalties).

2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now. (Szamet Decl. ¶68.) If the Court did eventually certify a meal or wage statement class, trial of a case involving approximately 1,543 Settlement Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties. (Szamet Decl. ¶69.) Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. (Szamet Decl. ¶70.) An appeal would result in further delay for the Settlement Class Members who are waiting for a resolution in this matter. (Id.)

3. The Risk of Maintaining Class Action Status through Trial

This case has not been certified to be tried as a class action. (Szamet Decl. ¶71.) While Plaintiff believes there is strong evidence to support certification of several possible subclasses, certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. (Id.) In attempting to certify a class, the parties would need to conduct multiple depositions, including of the Class Representative and of several person(s) most knowledgeable regarding Defendant's meal, rest, reimbursement, and wage policies. (*Id*.)

There is a risk for both sides as to what these depositions will reveal and whether they will support class certification to the extent expected. (*Id*.)

4. The Amount Offered in Settlement

It was very difficult for the Parties to reach this Settlement of $2,500,000.00. (Szamet Decl. ¶72.) This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. (Szamet Decl. ¶73.) The Parties arrived at it after extensive investigation and discovery, careful evaluation of the law, risks, and all information substantiating the amount of penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance of an experienced mediator, Peter S. Rukin. (Id.)

a) Plaintiff's Assessment of Defendant's Maximum Exposure

Plaintiff retained an expert to analyze a randomized sample of time and pay data provided by Defendant in advance of mediation. (Szamet Decl. ¶74.)

Plaintiff assessed full value of the Unpaid Wages claim, without any discount, at approximately $133,493.00. (Szamet Decl. ¶75.) Out of the 53,592 shifts analyzed in the provided sample, only 228 employees were underpaid due to the rounding policy and practice. (Szamet Decl. ¶76.) Extrapolated to the class, Plaintiff's expert estimated that there were only 1,562 unpaid hours throughout the relevant time period, which makes the maximum exposure of damages relatively small compared to the other claims.

The full value of the Meal Period claim, without any discount, was approximately $1,022,473.00, including interest. (Szamet Decl. ¶77.) This amount is comprised of $948,875.00 in damages for Settlement Class Members. (Szamet Decl. ¶78.) For the reasons above, Plaintiff determined that accepting a discount of the full amount was appropriate. (Szamet Decl. ¶79.)

The full value of the Rest Period claim, without any discount, was approximately $6,854,744.00 including interest. (Szamet Decl. ¶80.) This amount is comprised of $6,392,611.00 in damages for class members assuming a 100% violation. (Szamet Decl. ¶81.) However, taking the significant risks at trial and that the actual violation rate is likely lower than 100%, Plaintiff determined that accepting a discount of the full amount was appropriate. (Szamet Decl. ¶82.)

Plaintiff valued the Wage Statement Claim, without discount, at $2,000,00.00. (Szamet

Decl. ¶83.) However, this figure is overstated because Labor Code §226(e)(1) uses $50 for the initial pay period (not $100) and puts a $4,000 cap on wage statement penalties per employee. (Szamet Decl. ¶84.) Due to the risk discussed above that 226(a) liability wouldn't attach under *Naranjo* and *Maldonado*, Plaintiff determined that a steep discount of this claim was fair for settlement purposes. (Szamet Decl. ¶85.)

Plaintiff valued the Waiting Time Claim, tied to the Wage/Overtime claim, at $2,760,928.00. (Szamet Decl. ¶86.) Considering the derivate nature of Labor Code §203 and the dispute over whether class members were owed any wages, Plaintiff determined that accepting a discount on this claim was appropriate. (Szamet Decl. ¶87.)

Finally, Plaintiff calculated the value of the PAGA claim at $8,492,600.00 for Settlement Class Members (using $100 per pay period) and "stacked" violations per Labor Code section alleged. (Szamet Decl. ¶88.) However, the main risk taken into account with PAGA is the discretionary nature of the penalty award. (Szamet Decl. ¶89.) A judge can award the statutory maximum of $100 for the initial violation and $200 thereafter or – in theory – one cent per wage statement. (Szamet Decl. ¶90.) While there is a dearth of available authority, in Plaintiff's view, were she to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also award a large amount of penalties on top of any damages recovered. (Szamet Decl. ¶91.) Further, if the Court awarded only a single "stack" of PAGA penalties, the maximum value of the PAGA claim could actually be $332,660.00 (33,266 pay periods x $100 per pay period). (Szamet Decl. ¶92.) Thus, Plaintiff believed accepting a significant discount on this claim was reasonable for purposes of settlement. (Szamet Decl. ¶93.)

Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the Settlement Class Members' claims was approximately $9,807,639.00 with reasonable discounts taken into account. (Szamet Decl. ¶94.) However, as a result of the forgoing risks on the merits, Class Counsel believes the Gross Settlement Amount of $2,500,000.00 is fair and reasonable. (Szamet Decl. ¶95.)

5. The Extent of Discovery Completed and Stage of the Proceedings

As outlined above, Class Counsel conducted a thorough investigation into the facts of the

claims alleged. (Szamet Decl. ¶96.) The agreement to settle did not occur until Class Counsel exchanged and possessed sufficient information to make an informed judgement regarding the likelihood of success on the merits and the results that could be obtained through further litigation. (*Id*.)

6. The Experience and Views of Counsel

Kingsley Szamet Employment Lawyers is very experienced in prosecuting employment litigation, and the firm has focused its practice since the year 2000 on wage, hour, and working condition violations. (Szamet Decl. ¶¶97-99.) The firm is extremely well versed in class action litigation and has diligently and aggressively pursued this action. (*IbId*.) Kingsley Szamet Employment Lawyers currently serves as Class Counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California. (*Ibid*.) A list of representative cases that Kingsley Szamet Employment Lawyers has handled is included in the accompanying declaration of Kelsey M. Szamet. (Szamet Decl. ¶¶97-98.) After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable. (Szamet Decl. ¶99.)

7. The Presence of a Governmental Participant

There is no governmental participant in this action except arguably the LWDA. (Szamet Decl. ¶100.)

8. The Proposed Plan of Allocation Is Fair and Reasonable

Plans of allocation are subject to the same standard of review as class action settlements; they must be "fair, adequate and reasonable." (*See, e.g., Officers for Justice v. Civil Service Comm'n* (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.) Here, the proposed plan of allocation compensates Settlement Class Members pro rata based on the number of Workweeks worked by the Settlement Class Member during the Covered Period. The lump sum payment to each member of the Settlement Class not excluding him/ herself will be determined by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Covered Period and (b) multiplying the result by each Participating Class Member's Workweeks. This allocation distributes Settlement funds proportionally to each class member's damages, and should therefore be approved as fair, adequate, and reasonable. (Ex. 1 at § 3, ¶3.2.4.)

9. The Reaction of the Class Members to the Proposed Settlement

To date, there are zero (0) requests to be excluded from the proposed Agreement and zero (0) objections. (Mitzner Decl. ¶¶10-11.) Such indicates that the reaction of Settlement Class Members on the whole is positive and weighs in favor of approval.

V. ENHANCEMENT TO PLAINTIFF

Plaintiff's Counsel request an enhancement of $15,000.00 to the Class Representative Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez for her work on behalf of the Class. (Szamet Decl. ¶145.) "Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incurred during the course of the class action litigation." *Ingram v. The Coca-Cola Company*, 200 F.R.D. 685, 694 (N.D. Ga 2001) (internal quotations and citations omitted); *see also Van Vranken v. Atlantic Richfiled Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995). In *Coca-Cola*, the Court approved service awards of $300,000 to each named plaintiff in recognition of the services they provided to the class by responding to discovery, participating in the mediation process, and taking the risk of stepping forward on behalf of the class. *Coca-Cola*, 200 F.R.D. at 694; *see also*, *e.g. Van Vranken*, 901 F. Supp. at 299 (approving $50,000 participation award to plaintiffs); *Glass v. UBS Financial Services, Inc.*, Case No. C-06-4068 MMC, 2007 WL 227862, at *17 (N.D. Cal. Jan. 26, 2007) (approving $25,00 enhancement to each named plaintiff).

Ms. Marquez is an adequate class representative because she has diligently, adequately and fairly represented the Class and has not placed her interests above any member of the Class. (*see* Declaration of Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez ("Marquez Decl.") ¶¶6-10.)

Here, Class Counsel requests an enhancement for Ms. Marquez's valiant effort and time expended in this matter. The time spent by Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with Class Counsel; making herself

available for two days of mediation as well as any correspondence from Settlement Class Members; and responding promptly to Class Counsel's communications regarding settlement.. (Szamet Decl. ¶146; Marquez Decl. ¶¶6-7.) As set forth in the Agreement, Plaintiff will also be entering into a general release of liability pursuant to Civil Code Section 1542. (Szamet Decl. ¶147; Ex. 1 at § 6, ¶6.1.1.)

Class Counsel considers this to be a fair and reasonable enhancement. (Szamet Decl. ¶148.) The enhancement takes into consideration the time, effort, and expense incurred by Ms. Marquez in coming forward to litigate this matter on behalf of all Settlement Class Members. (Szamet Decl. ¶149.) Additionally, the Class Representative was at risk for paying for Defendant's legal fees and costs in the event that Defendant prevailed at trial. (Szamet Decl. ¶150.)

VI. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

As indicated on the Proof of Service, Plaintiff's Motion for Final Approval of Class Action Settlement ("Motion") will be concurrently uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this Motion is filed as required by statute. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "6." (Szamet Decl. ¶155.)

The Parties have searched the Labor and Workforce Development Agency ("LWDA") PAGA database for possible related cases in adjoining counties and found another PAGA Notice, attached hereto as Exhibit "7". The Parties are not aware of any other activity other than the filing of the PAGA Notice." (Szamet Decl. ¶116.)

VII. CONCLUSION

Plaintiff respectfully submits that the proposed Agreement is fair, adequate, reasonable, and in the best interest of the Settlement Class Members. Therefore, Plaintiff respectfully requests that the Court (1) grant Final Approval of the Agreement and all of its terms; (2) award attorneys' fees and costs in the amount detailed in the concurrently filed Motion for Attorneys' Fees and Costs; (3) award Phoenix Class Action Administration Solutions claims administration fees of $26,650.00; and (4) award the Class Representative an enhancement of $15,000.00; and (5) enter

judgment.

DATED: October 5, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Kelsey M. Szamet
Attorneys for Plaintiff and the proposed class

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 5, 2026, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

COZEN O'CONNOR
Walter M. Stella
wstella@cozen.com
Brett Greving
bgreving@cozen.com
388 Market Street, Suite 1000
San Francisco, CA 94111
Attorneys for Defendant

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (https://dir.tfaforms.net/315) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 5, 2026, at West Hollywood, California.



Taylor Gregg