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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

RUBEN LAGPACAN, on behalf of himself and all others similarly situated,

Plaintiff,

v.

BIG JOE CALIFORNIA NORTH, INC., a California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 25CV122747

Assigned to the Hon. Somnath Raj Chatterjee

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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

HEARING INFORMATION

Date: August 18, 2026
Time: 2:30 p.m.
Dept.: 21

Reservation No. 164065279641

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 18, 2026, at 2:30 p.m., or as soon thereafter as the matter may be heard, in Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, California 94612, before the Honorable Somnath Raj Chatterjee, pursuant to California Rules of Court rules 3.769 et seq., Plaintiff Ruben Lagpacan ("Plaintiff"), individually and on behalf of all others similarly situated, will and hereby does move the Court for an Order granting preliminary approval of the Joint Stipulation and Settlement Agreement of Class Action and Representative PAGA Claims ("Settlement") between Plaintiff and Defendant Big Joe California North, Inc. ("Defendant") as fair, reasonable, and adequate. Plaintiff will further move the Court for an Order:

1. Certifying the proposed Class for settlement purposes only;

2. Preliminarily appointing Plaintiff Ruben Lagpacan as the Class Representative for settlement purposes only;

3. Appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel for settlement purposes only;

4. Appointing CPT Group, Inc. as the Settlement Administrator;

5. Approving the form and manner of the Class Notice and directing its dissemination to Class Members, including notice of Class Members' rights to request exclusion from, or object to, the Settlement; and

6. Setting a date for a final fairness hearing to determine, following dissemination of the Class Notice, whether to grant final approval of the Settlement.

This Motion is based on this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Mehrdad Bokhour, Joshua Falakassa, and Plaintiff Ruben Lagpacan, the Joint Stipulation and Settlement Agreement of Class Action and Representative PAGA Claims, the Proposed Order Granting Preliminary Approval, all pleadings and papers on file in this action, and such other oral and documentary evidence the Court may properly receive before or at the hearing.

Dated: July 24, 2026,

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

BY: ______________________________

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

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Ruben Lagpacan ("Plaintiff"), individually and on behalf of all others similarly situated, respectfully moves for preliminary approval of the Parties' Joint Stipulation and Settlement Agreement of Class Action and Representative PAGA Claims ("Settlement" or "Settlement Agreement").[1]. Subject to Court approval, Plaintiff and Defendant Big Joe California North, Inc. ("Defendant") (collectively, the "Parties") have agreed to resolve the claims asserted in the operative First Amended Class and PAGA Action Complaint ("FAC"), filed on August 6, 2025 (the "Action"), as well as the claims of the proposed Class and PAGA Members, for a non-reversionary Gross Settlement Amount of $350,000.

Plaintiff seeks certification, for settlement purposes only, of a class consisting of all individuals who are or were employed by Defendant and worked in an hourly-paid or non-exempt position for Defendant in California at any time during the Class Period, defined as May 13, 2021, through and including the date the Court enters preliminary approval of the Settlement ("Class Members" or the "Class").

The Settlement also resolves Plaintiff's representative claims under the Private Attorneys General Act ("PAGA") on behalf of all individuals who were employed by Defendant and worked in an hourly-paid or non-exempt position in California during the PAGA Period, defined as May 13, 2024, through and including the date the Court enters preliminary approval of the Settlement ("PAGA Members").

Under the Settlement, Defendant will not oppose Plaintiff's requests for: (1) attorneys' fees of up to $116,666.67 (one-third of the Gross Settlement Amount); (2) litigation costs of up to $25,000; (3) settlement administration costs of up to $6,000; (4) a Class Representative Service Award of up to $10,000; and (5) a $20,000 allocation to settle the PAGA claim ("PAGA Penalties"), of which $13,000 (65%) will be paid to the California Labor and Workforce

[1] The Joint Stipulation and Settlement Agreement of Class Action and Representative PAGA Claims is attached as Exhibit A to the Declaration of Mehrdad Bokhour in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

Development Agency ("LWDA") and $7,000 (35%) will be distributed to the PAGA Members.

	Total Amount
Gross Settlement Amount	$350,000
Class Counsel Fees Payment	$116,666.67
Class Counsel Litigation Expenses Payment	$25,000
Administration Expenses Payment	$6,000
PAGA Penalties to LWDA (65% of $20K award)	$13,000
PAGA Penalties to PAGA Members	$7,000
Class Representative Service Payment	$10,000
Net Settlement Amount	**$177,666.67**

As of March 13, 2026, the Class consists of approximately 144 current and former hourly-paid or non-exempt employees who worked for Defendant in California during the Class Period. Plaintiff alleges that, regardless of their specific job title or position, all Class Members were subject to Defendant's uniform wage-and-hour policies and practices.

The Net Settlement Amount will be distributed among the Participating Class Members, defined as Class Members who do not submit a valid and timely opt-out from the Settlement, on a pro rata basis based on the number of workweeks each Participating Class Member worked during the Class Period, as reflected in Defendant's payroll records. Accordingly, a Participating Class Member who worked more workweeks during the Class Period will receive a proportionately larger Individual Class Payment, defined as the amount ultimately distributed to each Participating Class Member from the Net Settlement Amount, separate and apart from any Individual PAGA Payment[2].

Based on Defendant's records, as of March 13, 2026, Class Members worked approximately 15,000 workweeks during the Class Period. After Court-approved deductions from the Gross Settlement Amount, the Net Settlement Amount will be distributed pro rata based on each Participating Class Member's workweeks. Based on these figures, the estimated average Individual Class Payment is approximately $1,233, with the highest estimated Individual Class Payment expected to exceed $3,500, depending on the number of workweeks

[2] "Individual PAGA Payment" means a PAGA Member's pro rata share of 35% of the PAGA Penalties according to the number of pay periods during which the PAGA Member worked for Defendant for at least one day during the PAGA Period.

worked during the Class Period.

The Settlement is non-reversionary, and Class Members are not required to submit claim forms to receive payment. Instead, each Class Member will automatically receive a Court-approved Notice advising each of them of his/her estimated Individual Class Payment, the workweeks attributed to each of them, his/her/ right to challenge those workweeks, and his/her right to request exclusion from or object to the Settlement.

Participating Class Members will automatically receive their Individual Class Payments following final approval of the Settlement. PAGA Members will also receive their Individual PAGA Payments, regardless of whether they elect to opt-out of the class settlement because the PAGA settlement is binding on all allegedly aggrieved employees during the PAGA Period.

The proposed Settlement is fair, reasonable, and adequate, and is the product of informed, arm's-length negotiations conducted with the assistance of experienced wage-and-hour mediator, Kelly Knight, Esq., following Plaintiff's investigation and analysis of Defendant's personnel, payroll, timekeeping, and employment records, as well as representative class-wide payroll and timekeeping data.

Accordingly, Plaintiff respectfully requests that the Court: (1) preliminarily approve the Settlement; (2) conditionally certify the Class for settlement purposes only pursuant to California Code of Civil Procedure section 382; (3) approve the proposed Class Notice and method of dissemination; (4) appoint Plaintiff Ruben Lagpacan as Class Representative; (5) appoint Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel for settlement purposes only; (6) appoint CPT Group, Inc. as the Settlement Administrator; and (7) schedule a Final Approval Hearing. (Bokhour Decl. ¶ 13.)

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED CLASS

Defendant Big Joe California North, Inc. ("Defendant") is engaged in the sale, rental, service, and maintenance of material handling equipment, including forklifts, pallet jacks, stackers, and other warehouse and industrial equipment, throughout California. (Bokhour Decl. ¶ 14.)

Defendant employed Plaintiff as a non-exempt employee with the tile of Shop Mechanic/Technician from approximately September 11, 2006 through March 7, 2025. During his employment, Plaintiff, along with other hourly-paid non-exempt employees, including Battery Technicians, Shop Mechanics/Technicians, Commercial Drivers, Front Desk Coordinators, Loading Bay Managers, Analysts, and other non-exempt employees—performed work essential to Defendant's business operations.

Plaintiff alleges that Defendant maintained uniform wage-and-hour policies and practices that: (1) failed to pay all minimum and overtime wages, including overtime and paid sick leave at the correct regular rate of pay; (2) failed to provide legally compliant meal and rest periods or premium pay at the correct regular rate in lieu thereof; (3) failed to furnish accurate itemized wage statements; (4) failed to reimburse necessary business expenses; (5) failed to timely pay all wages due upon separation of employment; and (6) engaged in unfair business practices in violation of California law. (Bokhour Decl. ¶ 15.)

The proposed Class for settlement purposes consists of all individuals who were employed by and worked for Defendant in an hourly-paid or non-exempt position in California during the Class Period, May 13, 2021, through and including the date of preliminary approval. The Settlement also resolves Plaintiff's representative claim under the Private Attorneys General Act ("PAGA") on behalf of all individuals employed by and who worked for Defendant in an hourly-paid or non-exempt position in California during the PAGA Period, May 13, 2024, through and including the date of preliminary approval. (Settlement Agreement §§ 1.3, 1.11, 1.33, 1.37.)

B. <u>PROCEDURAL HISTORY</u>

On May 13, 2025, Plaintiff commenced this class action by filing a Class Action Complaint alleging causes of action for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to pay all sick time; (6) failure to furnish accurate itemized wage statements; (7) failure to timely pay wages upon separation; (8) failure to reimburse necessary business expenses; and (9) unfair competition in violation of Business and Professions Code section 17200, *et seq.*

On the same day, Plaintiff served a notice pursuant to the Private Attorneys General Act ("PAGA") on the California Labor and Workforce Development Agency ("LWDA") and Defendant based on the same underlying Labor Code violations ("PAGA Notice"). After the statutory notice period expired, Plaintiff filed the operative First Amended Class and PAGA Action Complaint ("FAC") on August 6, 2025, adding a single representative cause of action under the PAGA. (Settlement Agreement §§ 2.1-2.3.)

Before participating in mediation on March 13, 2026, the Parties informally exchanged documents and information that allowed both sides to calculate potential damages and evaluate potential risk. Plaintiff conducted a thorough investigation and obtained substantial informal discovery, including Plaintiff's personnel, payroll, and timekeeping records; representative sampling of payroll and timekeeping records for the proposed Class; Defendant's relevant employment policies and practices; and information concerning the size of the purported Class, number of workweeks worked for the purported Class, and number of pay periods worked during the PAGA Period for the PAGA Members.

Further, Plaintiff also retained an expert to analyze Defendant's sampling of payroll and timekeeping data and evaluate the potential damages associated with Plaintiff's claims, including unpaid minimum and overtime wages, meal and rest period premiums, waiting time penalties, wage statement penalties, unreimbursed business expenses, and PAGA penalties. Based on this investigation, Plaintiff and Class Counsel thoroughly evaluated the strengths and weaknesses of the Action, Defendant's anticipated defenses, and the risks of continued litigation before engaging in settlement negotiations. The Parties also considered Defendant's contention that numerous putative class members executed arbitration agreements containing class-action waivers, which created additional litigation risk and uncertainty, and informed the settlement negotiations. (Bokhour Decl. ¶¶ 17, 26.)

On March 13, 2026, the Parties participated in a full-day mediation presided over by experienced wage-and-hour mediator Kelly Knight, Esq. After extensive, arm's-length negotiations conducted under Ms. Knight's supervision, the Parties entered into a Memorandum of Understanding and reached the Settlement now before the Court. (Bokhour Decl. ¶ 18;

Settlement Agreement §§ 2.6 – 2.8.)

Defendant vigorously denies that it violated any provision of the California Labor Code, denies each of the claims in the operative FAC and the PAGA Notice, denies that it is liable to Plaintiff, or the Class, the State of California, or the PAGA Members, and further denies that, for any purposes other than settling the Action, this Action is appropriate for class or representative action treatment. (Settlement Agreement § 2.4.)

After conducting a thorough investigation, reviewing Defendant's records, consulting with Plaintiff, retaining an expert to evaluate the claims and damages, and carefully weighing the risks, expense, and delay of continued litigation against the benefits afforded by the Settlement, Plaintiff and Class Counsel concluded that the Settlement is fair, reasonable, adequate, and in the best interests of the Class and the PAGA Members.

C. SUMMARY OF PLAINTIFF'S CLAIMS

Plaintiff alleges that Defendant maintained uniform wage-and-hour policies and practices that violated the California Labor Code. Specifically, Plaintiff contends that Defendant failed to pay all minimum and overtime wages, including overtime and paid sick leave calculated at the proper regular rate of pay; failed to provide legally compliant meal and rest periods or premium compensation at the proper regular rate of pay in lieu thereof; failed to furnish accurate itemized wage statements; failed to timely pay all wages due upon separation of employment; and failed to reimburse employees for necessary business expenses. Plaintiff further alleges that these practices constituted unlawful business practices in violation of Business and Professions Code section 17200, *et seq.*, and seeks civil penalties under the Private Attorneys General Act ("PAGA").

D. SUMMARY OF DEFENDANT'S DEFENSES

Defendant denies all material allegations in the FAC and contends that it complied with all applicable provisions of the California Labor Code and Industrial Welfare Commission Wage Orders. Defendant maintains that it properly compensated its employees, including paying all minimum, sick, and overtime wages at the proper regular rate of pay; provided legally compliant meal and rest periods or premium pay when required; furnished accurate itemized wage statements; timely paid all wages due upon separation of employment; and fully reimbursed employees for all necessary business expenses. Defendant further denies that Plaintiff or any putative Class Member suffered compensable damages, disputes that Plaintiff's claims are appropriate for class or representative treatment and contends that it possesses numerous factual and legal defenses that would preclude or substantially limit any recovery if the Action were litigated.

Despite the disputed nature of the claims, the Parties concluded that further litigation of the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled to limit further risk, expense, and protracted litigation.

III. SUMMARY OF THE PROPOSED SETTLEMENT

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

A. SETTLEMENT CONSIDERATION AND ALLOCATION

Defendant agrees to pay a non-reversionary Gross Settlement Amount of $350,000 in full settlement of the Action. In addition to the Gross Settlement Amount, Defendant will separately pay its share of employer-side payroll taxes attributable to the wage portion of the Individual Class Payments. (Settlement Agreement §§ 1.21, 3.1, 3.3.5.2.)

Subject to Court approval, the Gross Settlement Amount will be allocated as follows: (1) attorneys' fees of up to $116,666.67 (one-third of the Gross Settlement Amount); (2) litigation costs of up to $25,000; (3) a Class Representative Service Award of up to $10,000; (4) Settlement Administration Expenses of up to $6,000; (5) $20,000 allocated to settle the PAGA claim, of which $13,000 (65%) will be paid to the California Labor and Workforce Development Agency ("LWDA") and $7,000 (35%) will be distributed to PAGA Members; and (6) the remaining balance (the "Net Settlement Amount") will be distributed to Participating Class Members. (Settlement Agreement §§ 1.21, 3.3.)

Assuming the Court approves the requested deductions, the estimated Net Settlement Amount will be approximately $177,666.67. Defendant's records reflect that Settlement Class Members worked approximately 15,000 workweeks during the Class Period. Accordingly, each Participating Class Member's Individual Class Payment will be calculated on a pro rata basis according to the number of workweeks he or she worked during the Class Period. Likewise, each PAGA Member will receive a payment based on his or her pro rata share of 35% of the PAGA Penalties, calculated according to his or her proportionate number of pay periods worked during the PAGA Period ("Individual PAGA Payment"). (Settlement Agreement §§ 1.22, 1.23, , 4.1.)

B. NOTICE PROCEDURES

Within thirty (30) calendar days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with the Class Data, including each Class Member's name, last-known mailing address, Social Security Number, and the total number of workweeks worked by each Class Member within the Class Period and the total number of pay periods worked by each PAGA Member within the PAGA Period, reflected in Defendant's records. (Settlement Agreement §§ 1.7, 4.2.)

Within fifteen (15) calendar days after receiving the Class Data, the Settlement Administrator will update Class Members' addresses using the National Change of Address database and mail the Court-approved Class Notice via first-class U.S. Mail. The Class Notice will advise Class Members of the material terms of the Settlement, including each individual's estimated settlement payment, credited workweeks worked during the Class Period and pay periods worked within the PAGA Period, procedures for requesting exclusion from or objecting to the Settlement, or challenging the credited workweeks worked during the Class Period or pay periods worked within the PAGA Period, and the date of the Final Approval Hearing. (Settlement Agreement § 7.4.2.)

If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail the Notice to any forwarding address provided by the United States Postal Service within five (5) calendar days or, if no forwarding address is available, after conducting a Class Member Address Search using reasonably available sources, including skip tracing. Class Members whose Notices are re-mailed will receive an additional fourteen (14) calendar days to submit a Request for Exclusion, objection, or challenge to their credited workweeks worked during the Class Period or pay periods worked within the PAGA Period. (Settlement Agreement §§ 1.9, 7.4.3; 9.1.)

C. Exclusion and Objection Procedures

Class Members who wish to exclude themselves from the Settlement must submit a valid written Request for Exclusion to the Settlement Administrator no later than forty-five (45) calendar days after the initial mailing of the Class Notice, plus an additional fourteen (14) calendar days if the Class Notice is re-mailed (the "Response Deadline").

Class Members who do not timely submit a valid Request for Exclusion will automatically participate in the Settlement, receive their Individual Class Payments without the need to submit a claim form, and be bound by the terms of the Settlement and the Judgment. (Settlement Agreement §§ 9.1, 9.1.2.)

Participating Class Members may object to the Settlement by submitting a written objection to the Settlement Administrator on or before the Response Deadline or by appearing at the Final Approval Hearing, either personally or through counsel retained at their own expense. Participating Class Members who object will remain members of the Class and, if the Settlement is finally approved, will remain bound by its terms. Non-Participating Class Members have no right to object to the class action components of the Settlement. (Settlement Agreement §§ 8.1, 8.2.)

D. Settlement Allocation Formula for Settlement Shares

Each Participating Class Member's Individual Class Payment will be calculated on a pro rata basis according to the number of workweeks he or she worked during the Class Period. Specifically, the Net Settlement Amount will be divided by the total number of workweeks worked by all Participating Class Members, and each Participating Class Member will receive a proportionate share of the Net Settlement Amount based on his or her individual workweeks worked. Any Individual Class Payments attributable to Class Members who timely and validly request exclusion from the Settlement will remain in the Net Settlement Amount and be redistributed on a pro rata basis among the Participating Class Members. (Settlement Agreement §§ 1.22, 1.54, 3.3.5.)

Each PAGA Member will also receive an Individual PAGA Payment as a share of the

PAGA Penalties based on the proportionate number of pay periods he or she worked during the PAGA Period. (Settlement Agreement § 3.3.4, 3.3.4.1.)

The Class Notice will identify each Class Member's credited workweeks, pay periods worked during the PAGA Period (if applicable), and estimated settlement payment(s). Class Members may challenge the number of credited workweeks or PAGA pay periods by submitting a timely challenge to the Settlement Administrator. The Settlement Administrator will make an initial determination regarding each challenge; if the Parties are unable to resolve a dispute regarding the calculation of workweeks and/or pay periods worked during the PAGA Period, the dispute may be submitted to the Court for final determination. (Settlement Agreement §§ 9.2.)

E. TIMING OF SETTLEMENT DISBURSEMENTS

Defendant shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount and the Escalator Amount, if any, plus the employer's share of payroll taxes, within thirty (30) calendar days of the Effective Date, defined as the later of: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Approval Order and/or Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the deadline to appeal the Final Approval Order and/or Judgment; or, if any appeal, writ or other appellate proceeding opposing Final Approval Order and/or Judgment has been filed within that timeframe, five (5) calendar days after any such appeal, writ, or other appellate proceedings are finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Final Approval Order and Judgment, with no right to pursue further remedies or relief. The Effective Date cannot occur unless there is no possibility of an appeal or further appeal that could prevent this Settlement from becoming final and binding.

Within seven (7) calendar days after Defendant funds the Gross Settlement Amount, and only upon the Effective Date being met, the Settlement Administrator will distribute the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, any Court-approved attorneys' fees and litigation costs, the Class Representative Service Award, and Settlement Administration Expenses. The Settlement further provides that the Settlement Administrator shall not distribute the attorneys' fees, litigation costs, or Class Representative Service Award before distributing the Individual Class Payments and Individual PAGA Payments. (Settlement Agreement §§ 1.18, 4.3-4.4.)

F. TAX TREATMENT

For tax purposes, thirty-three percent (33%) of each Individual Class Payment will be allocated as wages and reported on an IRS Form W-2, while the remaining sixty-seven percent (67%) will be allocated as interest and penalties and reported on an IRS Form 1099. The Settlement Administrator will calculate and withhold all applicable payroll taxes from the wage portion of the Individual Class Payments and will issue all required tax reporting forms. Defendant will separately pay the employer's share of payroll taxes attributable to the wage portion of the Individual Class Payments. Individual PAGA Payments will be reported on IRS Form 1099. Participating Class Members and PAGA Members shall be solely responsible for any taxes owed on their respective settlement payments. (Settlement Agreement § 3.3.5.2.)

G. PARTICIPATING CLASS MEMBERS' RELEASE OF CLAIMS

Upon the Settlement becoming final and Defendant fully funding the Gross Settlement Amount, Participating Class Members will release the Released Parties, defined at Settlement Agreement § 1.49, from all claims arising out of or related to the allegations set forth in the operative FAC, including any that were alleged or reasonably could have been alleged based on the facts alleged in the operative First Amended Class and PAGA Action Complaint and that arose during the Class Period ("Released Class Claims"). The Released Class Claims include but are not limited to:

> "Any and all claims for (1) failure to pay all minimum wages (violations of Labor Code §§ 204, 558, 1194 *et seq*., 1197, 1198); (2) failure to pay all overtime wages (violations of Labor Code §§ 204, 210, 510,1194, 1197, 1198); (3) meal period violations (violations of Labor Code §§ 204, 510, 226.7, 512, 1194, 1198); (4) rest period violations (violations of Labor Code §§ 226.7, 516); (5) failure to pay all sick time (violations of Labor Code §§ 246, 1192, 1194 *et seq*., 1197, 1198); (6) wage statement violations (violation of Labor Code § 226); (7) waiting time penalties (violation of Labor Code §§ 201-203); (8) failure to reimburse necessary business expenses (violation of Labor Code §§ 2802-2804); (9) unfair competition (violation of California Bus. & Prof. Code §§ 17200 *et seq*.)" (Settlement Agreement § 5.2.1);

> "Any and all claims that could have been pled which arise from the same or similar facts, including, but not limited to, any claims for unpaid wages (including minimum, regular and overtime wages), untimely wage payments both during and at the end of employment, non-compliant meal periods, non-compliant rest breaks, non-compliant meal period premiums, non-compliant rest break premiums, non-compliant wage statements, failure to comply with California paid sick leave laws, failure to indemnify and reimburse business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith" (Settlement Agreement § 5.2.2);

> "Any claims for injunctive relief, declaratory relief, restitution, or other relief to the extent such claims are based on the facts alleged in the Operative Complaint and relate to the wage and hour claims asserted therein" (Settlement Agreement § 5.2.3); and

> "Any other claims under California law, including the Labor Code, Industrial Welfare Commission Wage Orders, and Business and Professions Code section 17200 *et seq*., to the extent such claims were or could have been alleged based on the same factual predicate as the claims asserted in the Operative Complaint" (Settlement Agreement § 5.2.4).

H. AGGRIEVED EMPLOYEES' RELEASE OF CLAIMS

The Settlement Agreement at § 5.3 also defines the "Released PAGA Claims by LWDA through Plaintiff, its Designated Agent/Proxy" as follows:

> "As of the Effective Date, the LWDA acting on behalf of the State of California, Plaintiff as an authorized representative of the LWDA, and any individual on behalf of the LWDA, shall fully and forever release and discharge all Released Parties from all claims for civil penalties under PAGA based on the facts, theories and allegations described in the PAGA Notice and arising during the PAGA Period ("Released PAGA Claims"), including penalties predicated on the underlying alleged violations for (1) failure to pay all minimum wages [violations of Labor Code §§ 204, 558, 1194 et seq., 1197, 1198]; (2) failure to pay all overtime wages [violations of Labor Code §§ 204, 210, 510,1194, 1198]; (3) meal period violations [violations of Labor Code §§ 226.7, 512]; (4) rest period violations [violations of Labor Code §§ 226.7, 516]; (5) failure to pay all sick time [violations of Labor Code §§ 246, 1192, 1194 *et seq*., 1197, 1198]; (6) wage statement violations [violation of Labor Code § 226]; (7) waiting time penalties [violation of Labor Code §§ 201-203]; and (8) failure to reimburse necessary business expenses [violation of Labor Code § 2802]. The Released PAGA Claims apply to claims arising during the PAGA Period. It is the intent of the Parties that, in the event that another PAGA Member were to assert a subsequent claim on behalf of the LWDA, for any claim included in the Released PAGA Claims, Defendant will assert the Settlement Agreement as a defense to any such claims by the LWDA or anyone acting on behalf of the LWDA. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) ("Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.")".

In addition to the foregoing releases, the named Plaintiff has also agreed to execute a separate general release of all known and unknown claims with Defendant, including an express waiver of the protections afforded by California Civil Code section 1542 (except for claims that cannot be released as a matter of law, such as workers' compensation and unemployment benefits) as set forth in the Settlement Agreement in consideration of his awarded Class Representative Service Award and Individual Class payment, among other consideration. (Settlement Agreement § 5.1.)

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

California Rule of Court 3.769(d) authorizes the Court to provisionally certify a settlement class for purposes of settlement. Because settlement-only certification eliminates concerns regarding trial manageability, courts apply a more relaxed standard when evaluating whether provisional certification is appropriate. (*Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1807, fn. 19.) Plaintiff therefore requests that the Court provisionally certify the Settlement Class pursuant to Code of Civil Procedure section 382.

A. NUMEROSITY AND ASCERTAINABILITY

In determining whether a class is ascertainable, the court considers "(1) the class definition, (2) the size of the class, and (3) the means available for identifying the class members." *Reyes v. San Diego County Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271; *Medrazo v. Honda of N. Hollywood* (2008) 166 Cal.App.4th 89, 101 (proposed settlement class is ascertainable if the class members can be objectively identified and given notice of the litigation without unreasonable time or expense).

Here, according to Defendant's records, there are approximately 144 Class Members through the date of mediation that are easily identifiable and fall within the defined Class. The Class is readily ascertainable from Defendant's payroll and employment records, and joinder of all members would be impracticable. Accordingly, the numerosity and ascertainability requirements are satisfied.

B. WELL-DEFINED COMMUNITY OF INTEREST

1. Commonality

To justify certification, the class proponent must show that questions of law or fact common to the class predominate over the questions affecting the individual members. *Arenas v. El Torito Rests., Inc*. (2010) 183 Cal.App.4th 723, 732. Here, Plaintiff alleges that the Class Members were subject to common wage-and-hour policies and practices governing the calculation of the regular rate of pay, meal and rest periods, wage statements, reimbursement practices, and final wage payments. While the Parties dispute whether a class would be appropriate if the litigation were to continue, they agree to class certification for purposes of this settlement only.

2. Typicality

Typicality "focuses on whether there exists a relationship between the Plaintiff's claims and the claims alleged on behalf of the class." *See* Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* ("*Newberg*") § 3:13 (4th ed. 2002). Again, the Parties dispute whether Plaintiff's claims are typical of the Class for the purposes of any continued litigation of the Action but agree, for the purposes of this settlement only, that Plaintiff asserts claims regarding Defendant's pay practices, timekeeping, meal and rest break practices, wage statements, provisions governing the timely and complete payment of final wages, and reimbursement of business expenses, which are at the core of the lawsuit.

3. Adequacy of Representation

The proposed class representative must establish that he or she will adequately represent the proposed class. *See Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540, 546. Adequacy requires that the class representative's interests are aligned with those of the class and that class counsel are qualified and experienced. *Id; see Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.* (9th Cir. 2001) 244 F.3d 1152, 1162 (adequacy may be established by the fact that counsel are experienced practitioners).

Plaintiff was employed by Defendant during the Class Period, was subject to the same challenged policies as other Class Members, understands his responsibilities as Class Representative, and has no conflicts of interest with the Class. Plaintiff is represented by Class

Counsel with extensive experience litigating wage and hour class actions and PAGA representative actions. (Bokhour Decl. ¶¶ 2–5; Declaration of Joshua Falakassa in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Falakassa Decl.") ¶¶ 2–11.) Adequacy is therefore satisfied.

4. *Superiority*

Settlement-only certification promotes judicial economy, avoids duplicative litigation, and provides meaningful relief to Class Members whose individual claims would likely be impractical to pursue separately.

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

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

California law strongly favors settlement, particularly in class actions. (*Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1385.) Under Rule 3.769, the Court's role at the preliminary approval stage is simply to determine whether the proposed settlement falls within the range of possible approval, appears to be the product of serious, informed, and non-collusive negotiations, and warrants notice to the class. (*Dunk,* 48 Cal.App.4th at 1801-1802.) Indeed, the Court should grant preliminary approval if there are no "grounds to doubt its fairness or other obvious deficiencies . . . and [the settlement] appears to fall within the range of possible approval." *Manual For Complex Litigation* (Third) § 30.41 (1995). 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* (citing *Newberg* § 11:41). As shown below, the settlement falls well within the range of approval because there are no grounds to doubt its fairness.

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

The Parties' Settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the settlement negotiations were adversarial and non-collusive in nature. The settlement reached is the product of substantial effort by the Parties and their counsel.

Prior to mediation, Plaintiff retained Berger Consulting Group to analyze Defendant's sampling of payroll and timekeeping data, evaluate damages, and assess Defendant's potential exposure. Armed with this information, the Parties participated in a full-day mediation before experienced wage-and-hour mediator Kelly Knight, Esq., ultimately accepting a mediator's proposal following extensive arm's-length negotiations.

Although Plaintiff and his counsel believed that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any of the defenses, the employees may not have received any monetary recovery.

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

Prior to mediation, Plaintiff and Class Counsel conducted a thorough investigation into the factual and legal bases of the claims. The Parties exchanged substantial informal discovery, including payroll records, timekeeping records, wage statements, policies and procedures, and workforce data. Plaintiff also retained Berger Consulting Group to analyze approximately 45% of Defendant's payroll and timekeeping data and prepare detailed damages models addressing the regular-rate, meal period, rest period, waiting-time, wage statement, expense reimbursement, and PAGA claims. Armed with this information, Class Counsel evaluated the strengths and weaknesses of the Action before recommending settlement.

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

D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS

As discussed in the Bokhour Declaration, Plaintiff's evaluation considered each asserted claim separately, including claims for unpaid wages, waiting-time penalties, meal and rest-period premiums, wage-statement penalties, unreimbursed business expenses, violations of the Business and Professions Code, and PAGA penalties. (*Id.*) The $350,000 Gross Settlement Amount therefore represents approximately 60% of the estimated risk-adjusted value of the Action and provides immediate, meaningful relief while avoiding the delay, expense, and uncertainty of continued litigation. Under these circumstances, the Settlement falls well within the range of reasonableness and merits preliminary approval.

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

The view of the attorneys actively conducting the litigation is entitled to significant weight in deciding whether to approve the settlement. *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18; *Kullar,* 168 Cal.App.4th at 128 (court must take into account "the experience and view of counsel"). Plaintiff's counsel, operating at arm's length, weighed the strengths and risks of this case and are of the view that this is a fair and reasonable settlement considering the nature of the claims, realistic risk-adjusted value, the complexities of the case, state of the law, and uncertainties of class certification and litigation.

Class Counsel also have extensive experience litigating wage-and-hour class actions and PAGA representative actions and have obtained court approval of numerous class and PAGA settlements throughout California, have been repeatedly recognized as Super Lawyers in employment litigation, an honor awarded to only a small percentage of attorneys statewide, and have achieved substantial class-action settlements on behalf of California employees. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–10.)

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

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

The content and dissemination of the Class Notice comply with California Rules of Court 3.766 and 3.769. The Class Notice describes the material settlement terms, the proposed attorneys' fees and costs and Settlement Administration Expenses, the Final Approval Hearing, and the procedures and deadlines for requesting exclusion or submitting an objection and informs Class Members of their estimated Individual Class Payments and Individual PAGA Payment, if applicable.

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

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

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

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

The Settlement is also non-reversionary, meaning that no portion of the Gross Settlement Amount will revert to Defendant. Any Individual Class Payment or Individual PAGA Payment that remains uncashed after the 180-day check-cashing period will be canceled, and the Settlement Administrator will, subject to Court approval, transmit the remaining funds represented by those checks to the court-approved *cy pres* recipient, which the Parties propose to be Legal Aid at Work. Accordingly, Defendant will receive no financial benefit from uncashed settlement funds, and the Settlement is structured to maximize the benefit to Class

Members and further the public purposes underlying the Action.

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

Under the terms of the Settlement Agreement, Class Counsel requests an amount not to exceed one-third of the Settlement Amount for attorneys' fees. (S*ee, e.g., Laffite v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480 (approving 1/3 fee in the amount of $6.33 million at a 2.13 lodestar multiplier, when class action litigation establishes a monetary fund for the benefit of the Class Members, the trial court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created); *Singer v. Becton Dickinson and Co*. (S.D. Cal. June 1, 2010) No. 08-cv-1501-IEG (BLM), 2010 WL 2196104, at *8 (approving fee award of 33.33% of the common fund); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007) No. 1:05cv0484 DLB, 2007 WL 3492841, at *4 (awarding fees of 1/3 of common fund in a wage and hour class action, noting: "[f]ee awards in class actions average around one-third of the recovery.")

Once the Court grants preliminary approval of the Settlement Agreement and the Class Notice is disseminated, Class Counsel will submit a request for attorneys' fees and costs with Plaintiff's Motion for Final Approval of Class Action Settlement.

I. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND APPROPRIATE

The Settlement Agreement provides for a Service Award to Plaintiff Ruben Lagpacan in an amount not to exceed $10,000. The requested Service Award is reasonable in light of Plaintiff's substantial time, effort, and personal risk undertaken on behalf of the Class and PAGA Members. Plaintiff actively assisted Class Counsel throughout the litigation, including by providing detailed factual information supporting the class and PAGA claims; producing documents; participating in strategy discussions and mediation preparation; remaining available throughout the litigation to analyze claims and defenses; attending and assisting during mediation; and reviewing the Settlement documents. Plaintiff also assumed the risk associated with serving as Class Representative, including potential exposure to costs and workplace retaliation. (*See* Declaration of Plaintiff in Support of Plaintiff's Motion for Preliminary

Approval of Class Action Settlement.)

The requested Service Award is within the range approved by courts in comparable cases. *See, e.g.*, *Bond v. Ferguson Enterprises, Inc.* (E.D. Cal. 2011) No. 1:09 cv 1662 OWW MJS, 2011 WL 2648879 (approving $11,250 service award); *Ross v. U.S. Bank National Association* (N.D. Cal. 2010) No. C 07 02951 SI, 2010 WL 3833922, at *2 (approving $20,000 service award); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 415, 493 (approving $15,000 service awards).

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

VI. THE COURT SHOULD APPOINT CPT GROUP, INC. AS THE SETTLEMENT ADMINISTRATOR

Subject to Court approval, the Parties have stipulated that CPT Group, Inc. be appointed as the Settlement Administrator. CPT Group will, among other things, receive and process the Class Data, update addresses through the National Change of Address database, disseminate the Class Notice, perform skip tracing as necessary, calculate Individual Class Payments and Individual PAGA Payments, establish and administer the Qualified Settlement Fund, issue settlement payments, remit the LWDA's share of the PAGA allocation, and prepare all required tax reporting forms. The Parties estimate that the costs of settlement administration will not exceed $6,000, subject to Court approval.

VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

The final step in the approval process is a formal hearing at which the Court considers the terms of the Settlement and hears any timely objections and arguments from the Parties in support of final approval. Subject to the Court's approval, the Parties propose that the Court schedule a hearing for final approval approximately 160 days after the Preliminary Approval Date, as follows:

August 21, 2026	Preliminary Approval (PA) hearing
September 21, 2026 *(30 calendar days after PA)*	Deadline for Defendant to Provide the Class Data to Settlement Administrator

October 6, 2026 *(15 calendar days after Settlement Administrator Receives Class Data)*	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
November 20, 2026 (*45 days after initial mailing Class Notice, assuming no re-mailing*)	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement (assuming no re-mailing of initial Notice Packet).
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for an award of attorney's fees, costs, and Service payment.
9 court days before Final Approval hearing	Deadline for filing any written opposition to Plaintiff's Motion for Final Approval of Settlement or any response to an objection to the Settlement.
5 court days before final approval hearing	Deadline for filing any written reply to opposition to Motion for Final Approval of Settlement.
TBD (Approximately January 28, 2027)	Final Approval Hearing.

VIII. <u>CONCLUSION</u>

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

Dated: July 24, 2026

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

BY: ______________________

MEHRDAD BOKHOUR
JOSHUA FALAKASSA
Attorneys for Plaintiff and the Putative Class

Superior Court of Alameda County Public Portal

Make a Reservation

LAGPACAN vs BIG JOE CALIFORNIA NORTH, INC., A CALIFORNIA CORPORATION

Case Number: 25CV122747 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2025-05-13 Location: Rene C. Davidson Courthouse - Department 21

Reservation

Case Name:
LAGPACAN vs BIG JOE CALIFORNIA NORTH, INC., A CALIFORNIA CORPORATION

Case Number:
25CV122747

Type:
Motion re: (Motion for Preliminary Approval of Class Action Settlement)

Status:
RESERVED

Filing Party:
Ruben Lagpacan (Plaintiff)

Location:
Rene C. Davidson Courthouse - Department 21

Date/Time:
08/18/2026 2:30 PM

Number of Motions:
1

Reservation ID:
164065279641

Confirmation Code:
CR-HRA5SHC6SPQI8ANHA

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			**$1.00**

Payment

Amount:
$1.00

Type:
Visa

Account Number:
XXXX4066

Authorization:
465632

Payment Date:
n/a

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