BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

IKRAM EL MAJDI, on behalf of herself and all others similarly situated,

Plaintiff,

v.

TRANSCORE, LP, a Delaware Limited Partnership; GTN TECHNICAL STAFFING, LLC, a Texas Limited Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV027554

Assigned to the Hon. Karin Schwartz

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

[*Declarations of Mehrdad Bokhour, Joshua Falakassa, Ikram El Majdi, and [Proposed] Order filed concurrently herewith*]

HEARING INFORMATION

Date: July 30, 2026
Time: 3:00 p.m.
Dept.: 20
Reservation No.: 193197931284

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 30, 2026, at 3:00 p.m. or as soon thereafter as the matter may be heard by Honorable Karin Schwartz in Department 20 of the Alameda County Superior Court, located at 1225 Fallon St, Oakland, CA 94612, Plaintiff Ikram El Majdi, individually and on behalf of all others similarly situated, will and hereby does moves the Court for entry of an Order preliminarily approving the Parties' Class Action and PAGA Settlement Agreement, including:

A. Certifying the Class for purposes of settlement only;

B. Preliminarily appointing Plaintiff as Class Representative for purposes of settlement only;

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

D. Preliminarily approving the Settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

E. Directing distribution of the Notice, including notice of the opportunity to exclude oneself from, or object to, the Settlement;

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

This motion is based upon this Memorandum of Points and Authorities in support thereof; the Declarations of Mehrdad Bokhour, Joshua Falakassa, and Plaintiff Ikram El Majdi in support thereof; the Settlement Agreement; the proposed Order; all other records, pleadings, and papers filed in this action; and upon such other evidence or argument as may be presented to the Court at the hearing of this motion.

Dated: July 6, 2026

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

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

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Rules

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this motion, Plaintiff Ikram El Majdi ("Plaintiff"), individually and on behalf of all others similarly situated, seeks preliminary approval of the Parties' proposed Class Action and PAGA Settlement Agreement ("Settlement"). Subject to Court approval, Plaintiff and Defendant TransCore, LP ("Defendant") have agreed to resolve this action for a non-reversionary Gross Settlement Amount of $900,000.

Plaintiff worked as a non-exempt employee during the Class Period, personally experienced the wage-and-hour practices challenged in this Action, and therefore possesses claims typical of the Settlement Class.

Plaintiff therefore seeks to represent a settlement Class consisting of all individuals who are or were employed as non-exempt hourly employees in California during the Class Period by TransCore, LP ("TC") or by GTN Technical Staffing, LLC ("GTN") and assigned by GTN to perform services for TC, from February 3, 2019 through the date on which the Court enters an order granting preliminary approval of the Settlement.

The Settlement also resolves claims under the Private Attorneys General Act ("PAGA") on behalf of all individuals who are or were employed by Defendant as non-exempt hourly employees in California at any time during the PAGA Period, from February 3, 2022 through the date on which the Court enters an order granting preliminary approval. (Bokhour Decl. ¶ 9.) Membership in the Settlement Class and PAGA Group will be determined solely from Defendant's payroll and employment records without the need for individualized factual determinations.

Under the Settlement, Defendant will not oppose an application for: (1) Class Counsel Fees in an amount not to exceed one-third of the Gross Settlement Amount ($300,000); (2) Class Counsel Litigation Expenses in an amount not to exceed $30,000; (3) Administration Expenses in an amount not to exceed $7,000; (4) PAGA Penalties in the amount of $50,000, of which $37,500 (75%) will be paid to the California Labor and Workforce Development Agency ("LWDA") and $12,500 (25%) will be distributed to PAGA Members; and (5) a Class Representative Service

Payment of up to $15,000 to Plaintiff.

After these deductions, the estimated Net Settlement Amount available for distribution to Participating Class Members is approximately $498,000:

	Total Amount
Gross Settlement Amount	$900,000
Class Counsel Fees Payment (not to exceed 1/3 of GSA)	$300,000
Class Counsel Litigation Expenses Payment (not to exceed)	$30,000
Administrator Expenses Payment (not to exceed)	$7,000
PAGA payment to LWDA (75% of $50k award)	$37,500
PAGA payment to PAGA Members (25% of $50k award)	$12,500
Plaintiff's Service Payment	$15,000
Net Settlement Amount	**$498,500**

As of the Parties' mediation, the Class consists of approximately 135 non-exempt employees. Plaintiff contends that all non-exempt employees were subject to substantially similar wage-and-hour policies and payroll practices during the Class Period. Accordingly, the Net Settlement Amount will be distributed to Participating Class Members on a pro rata basis according to each member's Compensable Workweeks during the Class Period. Individual Class Payments are estimated to range from approximately $1,000 to $10,000, depending upon each Participating Class Member's Compensable Workweeks. (Bokhour Decl. ¶ 11.)

The Settlement does not require Class Members to submit claim forms. Instead, the Settlement Administrator will mail each Settlement Class Member a Court-approved Notice advising them of their estimated Individual Class Payment and, if applicable, Individual PAGA Payment, the number of Workweeks attributed to them during the Class Period and PAGA Period, their right to dispute those Workweeks, their opportunity to request exclusion from the Class Settlement, and their right to object to the Settlement. Participating Class Members will automatically receive their settlement payments following the Effective Date and funding of the Gross Settlement Amount. PAGA Members may not opt out of the PAGA settlement and will receive their Individual PAGA Payments regardless of whether they request exclusion from the Class Settlement.

The Settlement is the product of arm's-length negotiations conducted with the assistance of experienced mediator Marc Feder, Esq., following a meaningful exchange of information sufficient to permit the Parties to evaluate the strengths and weaknesses of their respective claims and defenses. Because the Settlement is fair, reasonable, and adequate, Plaintiff respectfully requests that the Court preliminarily approve the Settlement, conditionally certify the settlement Class for settlement purposes only pursuant to Code of Civil Procedure section 382, approve the proposed Notice, appoint Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel, appoint CPT Group, Inc. as the Settlement Administrator, and schedule a Final Approval Hearing.

II. BACKGROUND

A. PROCEDURAL HISTORY

On February 3, 2023, Plaintiff commenced this action, alleging that Defendant TransCore, LP and GTN Technical Staffing, LLC violated various provisions of the California Labor Code and Business and Professions Code.

Among other things, Plaintiff alleged claims for failure to pay all minimum and overtime wages, failure to provide compliant meal and rest periods, failure to pay sick leave at the regular rate of pay, failure to furnish accurate wage statements, waiting time penalties, and unfair competition under Business and Professions Code section 17200 et seq.

Plaintiff also submitted a notice to the California Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code section 2699.3, thereby preserving representative claims under the Private Attorneys General Act ("PAGA"). (Bokhour Decl. ¶ 14)

During the course of the litigation, Defendants sought to compel arbitration of Plaintiff's individual claims pursuant to an arbitration agreement executed during Plaintiff's employment. On July 3, 2024, this Court ordered that the issue of arbitrability be decided by an arbitrator pursuant to the parties' delegation clause. Plaintiff sought preliminary relief as to the enforceability of the arbitration agreement before Arbitrator Wagner.

On April 21, 2025, after the parties submitted their briefings, Arbitrator Wagner denied Defendants' motion to compel arbitraiton, returning the matter to this Court for further proceedings. (Bokhour Decl. ¶ 15)

While the arbitration proceedings were pending and following the arbitrator's ruling, the Parties engaged in extensive discussions regarding early resolution. In preparation for mediation, the Parties agreed to exchange information informally in lieu of formal class certification discovery, including relevant employment policies, agreements, and a sampling of employment and payroll records, thereby enabling Plaintiff to evaluate the strengths and weaknesses of the asserted claims and Defendants' defenses before mediation. (Bokhour Decl. ¶ 16)

Thereafter, on May 14, 2025, Plaintiff filed another putative class and representative action lawsuit, alleging that Defendant violated Business and Professions Code sections 16600, 16600.1, and 16600.5 by requiring employees to enter into unlawful restrictive covenant agreements and by failing to provide the statutory notice required under California law. Plaintiff also asserted a derivative claim for unfair competition based on those alleged violations. Prior to mediation, Plaintiff continued investigating the factual and legal issues presented by both actions, including reviewing Defendant's wage and hour policies, agreements, and a sampling of employment and payroll records. Plaintiff also asserted additional claims relating to prevailing wages and, as part of the settlement process, agreed to file a First Amended Complaint ("FAC") incorporating those allegations, the claims asserted in the second action, and representative PAGA claims, as well as to submit a supplemental PAGA notice to the LWDA addressing the prevailing wage allegations. Plaintiff further agreed to dismiss the second action without prejudice as part of the Parties' global resolution of both actions. (Bokhour Decl. ¶ 17)

On March 24, 2026, after sufficient informal discovery and the exchange of information to permit the Parties to intelligently evaluate the strengths and weaknesses of their respective positions, the Parties participated in a full-day mediation before experienced wage-and-hour mediator Marc Feder, Esq. The mediation resulted in an agreement in principle to resolve all claims asserted in both actions on a class-wide and representative basis. The Parties thereafter negotiated and finalized the comprehensive Class Action and PAGA Settlement Agreement presently before the Court. (Bokhour Decl. ¶ 18.)

Accordingly, the Parties seek preliminary approval of the Settlement Agreement.

As discussed below and in the accompanying declarations, the Settlement provides: (1) an objectively ascertainable Settlement Class based solely on Defendant's employment records; (2) appropriately tailored Class and PAGA releases that are limited to the facts, allegations, and legal theories asserted in this Action; (3) an adequate evidentiary showing establishing Plaintiff's adequacy to represent the Settlement Class; (4) a detailed, data-supported damages analysis comparing the Settlement to Plaintiff's estimated risk-adjusted recovery; (5) a clear explanation of the allocation methodology and estimated individual recoveries; (6) a non-reversionary distribution that includes a Court-approved cy pres beneficiary; and (7) notice procedures that provide an additional thirty (30) days for Settlement Class Members whose Notices are re-mailed following skip tracing. Accordingly, the Settlement satisfies the procedural and substantive considerations identified by the Court and warrants preliminary approval.

III. SUMMARY OF THE PROPOSED SETTLEMENT

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

A. SETTLEMENT CONSIDERATION AND ALLOCATION

The Settlement provides for a non-reversionary Gross Settlement Amount of $900,000, which represents the maximum amount Defendant will pay to resolve the Action, exclusive of their share of employer-side payroll taxes on the wage portion of the Individual Class Payments. No portion of the Gross Settlement Amount will revert to Defendant, and Settlement Class Members are not required to submit claim forms or take any affirmative action to receive their settlement payments. Rather, all Participating Class Members will automatically receive an Individual Class Payment, and all PAGA Members will automatically receive an Individual PAGA Payment, if applicable, following the Effective Date and funding of the Settlement. (Settlement Agreement ("S.A.") ¶¶ 1.20-1.22, 3.1, 4.2-4.3.)

Subject to Court approval, the Gross Settlement Amount will be allocated as follows: (1) a Class Counsel Fees Payment not to exceed $300,000 (one-third of the Gross Settlement Amount); (2) a Class Counsel Litigation Expenses Payment not to exceed $30,000; (3) an Administration Expenses Payment not to exceed $10,000; (4) a Class Representative Service Payment of up to $15,000 to Plaintiff; (5) $50,000 allocated to settle the PAGA claims, with $37,500 (75%) payable to the California Labor and Workforce Development Agency ("LWDA") and $12,500 (25%) distributed among the PAGA Members on a pro rata basis according to their Workweeks during the PAGA Period; and (6) the remaining Net Settlement Amount to be distributed to Participating Class Members as Individual Class Payments based on each Participating Class Member's proportionate number of Workweeks worked during the Class Period. (S.A. ¶¶ 1.3, 1.6, 1.13, 1.20-1.26, 3.2.1-3.2.3.)

The Settlement further provides that Defendant will separately pay all employer-side payroll taxes attributable to the wage portion of the Individual Class Payments. (S.A. ¶ 1.20, 3.1.)

Based on the Parties' current estimates and assuming the Court approves the requested allocations, approximately $495,000 (or $498,000 if the Parties revise the Administration Expenses Payment to $7,000 before execution of the final agreement) will remain available for distribution to Participating Class Members as Individual Class Payments. Based on an estimated Settlement Class of approximately 135 individuals, the average Individual Class Payment is expected to be approximately $3,689 (assuming a $498,000 Net Settlement Amount), with the highest estimated payment exceeding $10,000, although each Participating Class Member's actual recovery will depend on his or her Workweeks during the Class Period. (Bokhour Decl. ¶ 11.)

B. <u>NOTICE PROCEDURES</u>

Within thirty (30) days after entry of the Preliminary Approval Order, Defendants will provide the Settlement Administrator with the Class Data, including each Class Member's name, last-known mailing address, Social Security number, and the number of Workweeks worked during both the Class Period and the PAGA Period. The Settlement Administrator will maintain the confidentiality of the Class Data and use it solely for purposes of administering the Settlement. (S.A. §§ 1.2, 1.7, 4.1, 7.1.)

No later than fifteen (15) days after receiving the Class Data, the Settlement Administrator will update each Class Member's address using the National Change of Address database and mail the Court-approved Class Notice via first-class U.S. Mail. The Notice advises each Class Member of, among other things, his or her estimated Individual Class Payment and, if applicable, Individual PAGA Payment, the number of Workweeks attributed to the Class Member during the Class Period and PAGA Period, the procedures for disputing those Workweeks, the right to request exclusion from the Class Settlement, the right to object to the Settlement, and the date of the Final Approval Hearing. (S.A. §§ 7.4.2, 7.6, Ex. A.)

If a Class Notice is returned by the United States Postal Service as undeliverable, the Settlement Administrator will promptly re-mail the Notice to any forwarding address provided by the Postal Service. If no forwarding address is available, the Settlement Administrator will conduct a skip trace and remail the Notice to the most current identified address. Class Members whose Notices are re-mailed will receive an additional thirty (30) days beyond the original Response Deadline to submit a Request for Exclusion, object to the Settlement, or dispute their Workweeks. (S.A. §§ 1.9, 7.4.3-7.4.4.)

Any Settlement Class Member whose Notice is re-mailed after skip tracing shall receive an additional thirty (30) calendar days to submit a Request for Exclusion, objection, or Workweek dispute.

Throughout the administration process, the Settlement Administrator will maintain a toll-free telephone number and email address to respond to Class Member inquiries and provide access to important settlement documents, including the Settlement Agreement, motions for preliminary and final approval, motions for attorneys' fees, costs, and the Class Representative Service Payment, and all orders entered by the Court. The Settlement Administrator will also provide regular reports to counsel regarding the administration of the Settlement and, following the distribution of settlement funds, will file declarations confirming compliance with the Settlement Agreement and the completion of its administrative duties. (S.A. §§ 7.8.1-7.8.5.)

The proposed notice program is reasonably calculated to provide the best practicable notice under the circumstances and satisfies the requirements of due process because it provides Class Members with clear information regarding the material terms of the Settlement, their estimated recovery, their rights under the Settlement, and the procedures and deadlines for requesting exclusion, objecting to the Settlement, or disputing the Workweeks used to calculate their Individual Class Payment or Individual PAGA Payment.)

C. EXCLUSION AND OBJECTION PROCEDURES

The Settlement provides Settlement Class Members with a full and fair opportunity to exclude themselves from, or object to, the proposed Settlement. Any Class Member who wishes to be excluded from the Class Settlement may submit a written Request for Exclusion to the Settlement Administrator by fax, email, or first-class mail no later than forty-five (45) days after the Class Notice is mailed, with an additional thirty (30) days afforded to Class Members whose Notices are re-mailed. The Settlement Administrator will accept any Request for Exclusion that reasonably communicates the Class Member's intent to be excluded and from which the Administrator can reasonably ascertain the identity of the requesting Class Member. Class Members who timely and validly request exclusion will not receive an Individual Class Payment and will not be bound by the release of the Released Class Claims. However, because PAGA claims are asserted on behalf of the State of California, PAGA Members who opt out of the Class Settlement will remain bound by the release of the Released PAGA Claims and, if otherwise eligible, will receive their Individual PAGA Payment. (S.A. §§ 1.27, 1.35, 1.42-1.43, 5.2-5.3, 7.5.)

Participating Class Members who do not request exclusion may object to the proposed Settlement, the requested Class Counsel Fees Payment, the requested Class Counsel Litigation Expenses Payment, the requested Administration Expenses Payment, or the requested Class Representative Service Payment. Objections may be submitted in writing to the Settlement Administrator by fax, email, or mail on or before the Response Deadline. Alternatively, Participating Class Members may appear personally, or through retained counsel at their own expense, and present oral objections at the Final Approval Hearing. Non-Participating Class Members have no right to object to the class settlement because they are not participating in it. (S.A. §§ 1.43, 7.7.1-7.7.3.)

The Settlement Administrator will review Requests for Exclusion on a rolling basis, determine their validity, and provide counsel with periodic reports regarding all Requests for Exclusion and objections received. Within ten (10) days after the expiration of the Response Deadline, the Settlement Administrator will provide counsel with a final report identifying all valid and invalid Requests for Exclusion and attaching copies of all Requests for Exclusion and of any written objections. (S.A. §§ 7.5.5, 7.8.2.)

D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES

Each Participating Class Member's Individual Class Payment will be calculated based on the Participating Class Member's proportionate number of Workweeks during the Class Period. Specifically, the Settlement Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and then multiply that amount by each Participating Class Member's Workweeks. (S.A. § 3.2.1.4.)

Each PAGA Member's Individual PAGA Payment will be calculated separately. The Settlement Administrator will divide the PAGA Members' 25% share of the PAGA Penalties Payment, or $12,500, by the total number of Workweeks worked by all PAGA Members during the PAGA Period, and then multiply that amount by each PAGA Member's Workweeks during the PAGA Period. (S.A. § 3.2.3.1.)

If any Class Member submits a valid and timely Request for Exclusion, that person will not receive an Individual Class Payment. Instead, the amount otherwise payable to that Non-Participating Class Member will remain in the Net Settlement Amount and will be distributed to Participating Class Members on a pro rata basis according to their respective Workweeks. (S.A. § 3.2.2.)

The Class Notice will advise each Settlement Class Member of the number of Workweeks credited to them and their estimated Individual Class Payment and, if applicable, Individual PAGA Payment. Settlement Class Members will have forty-five (45) days after mailing of the Class Notice, plus an additional thirty (30) days for any re-mailed Notice, to dispute their credited Workweeks. The Settlement Administrator will resolve Workweek disputes based on Defendant's records and any supporting documentation submitted by the Settlement Class Member, and the Administrator's determination will be final. (S.A. §§ 7.4.4, 7.6.)

This pro rata allocation formula is fair and reasonable because it ties each Participating Class Member's recovery directly to the number of Workweeks worked during the Class Period and separately allocates PAGA payments based on Workweeks during the PAGA Period.

E. Timing of Settlement Disbursements

Following the Effective Date, the Settlement Administrator will provide Defendants with wire transfer instructions. Within thirty (30) days thereafter, Defendant will fund the Gross

Settlement Amount by depositing the required funds into a Qualified Settlement Fund established by the Settlement Administrator. Defendant will also separately pay all employer-side payroll taxes attributable to the wage portion of the Individual Class Payments. (S.A. §§ 3.1, 4.2, 7.3.)

Within seven (7) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will issue and mail all Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and the LWDA PAGA Payment. The Settlement Agreement further provides that the Individual Class Payments and Individual PAGA Payments will not be delayed by the disbursement of payments to Class Counsel or the Class Representative. (S.A. § 4.3.)

Settlement checks issued to Participating Class Members and PAGA Members will remain negotiable for one hundred eighty (180) days from the date of mailing. Before mailing settlement checks, the Settlement Administrator will update recipients' addresses through the National Change of Address database and, if any checks are returned as undeliverable, will perform additional skip-trace efforts and promptly re-mail the checks to any updated address identified. The Settlement Administrator will also issue replacement checks upon request made before the void date. (S.A. §§ 4.3.1-4.3.2.)

Any settlement checks that remain uncashed after the one hundred eighty (180)-day negotiation period will be voided, and the corresponding funds will be transmitted to the California Fire Foundation, the cy pres recipient approved by the Parties. The release of claims remains effective regardless of whether a Settlement Class Member or PAGA Member cashes his or her settlement check. (S.A. § 4.3.3.)

F. TAX TREATMENT

The Settlement Agreement allocates ten percent (10%) of each Individual Class Payment to wages (the "Wage Portion") and ninety percent (90%) to interest and penalties (the "Non-Wage Portion"). The Wage Portion will be subject to all applicable withholdings and reported on IRS Form W-2, while the Non-Wage Portion will not be subject to payroll tax withholding and will be reported on IRS Form 1099. Individual PAGA Payments will likewise be reported on IRS Form

1099. Defendant will separately pay all employer-side payroll taxes attributable to the Wage Portion of the Individual Class Payments. (S.A. §§ 3.1, 3.2.1.5, 3.2.3.1-3.2.3.2.)

The Settlement Administrator will issue all required IRS Forms W-2 and 1099 and will perform all tax reporting obligations required by law. The Settlement Agreement further provides that Plaintiff, Participating Class Members, PAGA Members, and Class Counsel are each solely responsible for any taxes owed on the payments they receive pursuant to the Settlement. Neither Defendant, Defense Counsel, Plaintiff, Class Counsel, nor the Settlement Administrator make any representations regarding the tax consequences of the Settlement, and Settlement Class Members are encouraged to consult their own tax advisors regarding any questions concerning the tax treatment of their settlement payments. (S.A. §§ 3.2.1.1, 3.2.1.2, 3.2.1.5, 3.2.3.1, 7.2.). (*Id.*) This allocation is reasonable and consistent with the nature of the claims being resolved and the Parties' agreement regarding the characterization of the settlement proceeds for tax reporting purposes.

G. PARTICIPATING CLASS MEMBERS' RELEASE OF CLASS CLAIMS

In exchange for their Individual Class Payments, Participating Class Members will release the Released Parties from all claims that were alleged, or reasonably could have been alleged based on the facts asserted in the Operative Complaint and/or the PAGA Notices, arising during the Class Period. The Released Class Claims include, among other things, claims for unpaid minimum wages, overtime wages, off-the-clock work, prevailing wages, meal and rest period violations, paid sick leave violations, waiting time penalties, inaccurate wage statements, failure to maintain payroll records, unreimbursed business expenses, claims arising from Defendant'salleged use of unlawful restrictive covenants and related statutory notice violations, and derivative claims under Business and Professions Code section 17200. The release also encompasses all forms of relief arising from those claims, including unpaid wages, prevailing wages, liquidated damages, statutory and civil penalties, restitution, injunctive relief, interest, attorneys' fees, and costs. The release is appropriately limited to claims that were alleged or reasonably could have been alleged based on the facts, allegations, and legal theories asserted in this litigation and is therefore consistent with California law governing class action settlements. (S.A. § 5.2.)

H. PAGA MEMBERS' RELEASE OF PAGA CLAIMS

As of the Effective Date, Plaintiff, acting as the authorized proxy for the State of California and the Labor and Workforce Development Agency ("LWDA"), will release, on behalf of the State, all claims for civil penalties under the Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the facts and violations described in the PAGA Notices and/or the Operative Complaint and arising during the PAGA Period. The Released PAGA Claims are limited to representative claims for civil penalties and do not extend beyond the factual allegations and legal theories underlying this Action. Accordingly, the PAGA release is appropriately tailored to the claims at issue and satisfies the requirements governing approval of representative PAGA settlements. (S.A. § 5.3.)

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

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

The Settlement was the product of extensive arm's-length negotiations between counsel and was facilitated by an experienced wage-and-hour class-action mediator after multiple mediations. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiff and Class 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 its defenses, the Class Members may not have received any substantial monetary recovery.

B. THE EXTENT OF THE INVESTIGATION WAS MORE THAN SUFFICIENT TO PERMIT PRELIMINARY APPROVAL OF THE SETTLEMENT

Plaintiff and Class Counsel carefully evaluated the strengths and weaknesses of each claim asserted in this Action, including the available evidence, Defendant's anticipated defenses, the risks associated with class certification, summary judgment, trial, appeal, and the Court's discretion with respect to statutory penalties. As set forth in greater detail in the Declaration of Mehrdad Bokhour, Plaintiff conducted a claim-by-claim evaluation of Defendant's maximum potential exposure, applied appropriate litigation discounts to each claim based on the risks of continued litigation, and concluded that the Action has a total risk-adjusted settlement value of approximately $1,227,442. (Bokhour Decl. ¶¶ 19-47.)

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.*) Based on that analysis, the Parties' negotiated settlement of $900,000 represents approximately 73% of Plaintiff's estimated risk-adjusted value of the Action, which strongly supports preliminary approval.

For a comprehensive Kullar analysis please see the accompanying Declaration of Mehrdad Bokhour in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

C. PLAINTIFF'S COUNSEL IS EXPERIENCED IN SIMILAR WAGE-AND-HOUR LITIGATION

The attorneys' view of 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, *aff'd* (9th Cir. 1981) 661 F.2d 939; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 (court must take into account "the experience and view of counsel") (internal quotation and citation omitted). Plaintiff conducted a claim-by-claim evaluation, including review of payroll records, time records, employment agreements, representative sampling, and expert analysis.

Plaintiff's counsel are also highly experienced in class and PAGA litigation, having litigated upwards of 100 class actions and PAGA cases, having been named "Super Lawyers" in employment litigation (a distinction awarded to only 2.5% of litigators), and having achieved some of the largest class action settlements in California in 2021-2024. (Bokhour Decl. ¶¶ 2-5;

Falakassa Decl. ¶¶ 2-10.) Plaintiff's counsel, operating at arm's length, weighed the strengths and risks of this case and is of the view that this is a fair and reasonable Settlement in light of the nature of the claims, realistic risk-adjusted value of damages, complexities of the case, the state of the law, and uncertainties of class certification and litigation.

D. THE NOTICE CONFORMS TO ALL APPLICABLE STATUTES AND RULES

The proposed Notice should be approved because it fully informs Settlement Class Members of the nature of the Action, the material terms of the Settlement, and their rights and options. The proposed method of dissemination is reasonably calculated to provide the best practicable notice under the circumstances and satisfies the requirements of due process.

Pursuant to the Settlement Agreement, the Settlement Administrator will update Settlement Class Members' last known mailing addresses through the National Change of Address ("NCOA") database before mailing the Notice via first-class U.S. Mail. If a Notice is returned as undeliverable, the Settlement Administrator will promptly re-mail the Notice to any forwarding address provided by the United States Postal Service or, if none is available, perform a skip trace and re-mail the Notice to any updated address identified. Settlement Class Members whose Notices are re-mailed will receive an additional thirty (30) days to request exclusion, submit an objection, or dispute their credited Workweeks. These procedures satisfy due process and comply with California Rules of Court, rules 3.766 and 3.769. *See Archibald v. Cinerama Hotels* (1976) 15 Cal.3d 853, 861.

The contents of the Notice likewise comply with California Rules of Court, rule 3.766(d). Among other things, the Notice includes: (1) a description of the Action and the Parties' respective positions; (2) a summary of the material terms of the Settlement, including the Gross Settlement Amount and its allocation; (3) the amounts that will be requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment; (4) each Settlement Class Member's estimated Individual Class Payment and, if applicable, Individual PAGA Payment, together with the number of credited Workweeks during the Class Period and PAGA Period; (5) the date, time, and location of the Final Approval Hearing; (6) instructions for requesting exclusion, objecting to the

Settlement, or disputing credited Workweeks; (7) a statement that Participating Class Members will be bound by the Judgment and release the Released Class Claims if they do not timely request exclusion; and (8) information regarding how to obtain additional information concerning the Settlement. (Ex. B.)

The forty-five (45)-day Response Deadline affords Settlement Class Members ample opportunity to review the Notice, consult with counsel if they choose, dispute their credited Workweeks, request exclusion, or object to the Settlement. Participating Class Members are not required to submit claim forms and will automatically receive their Individual Class Payments following final approval and funding of the Settlement. Likewise, PAGA Members will automatically receive their Individual PAGA Payments without submitting a claim form.

Accordingly, the proposed Notice and notice procedures satisfy all applicable statutory and constitutional requirements and should be approved.

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

Following the Effective Date, Defendant will deposit the Gross Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator. Within seven (7) days after the Gross Settlement Amount is funded, the Settlement Administrator will distribute the Individual Class Payments to Participating Class Members, the Individual PAGA Payments to PAGA Members, the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, the Class Representative Service Payment to Plaintiff (if approved), the LWDA's share of the PAGA Penalties Payment, and the Administration Expenses Payment. (S.A. §§ 3.1, 4.2, 4.3.)

The Settlement provides for the automatic distribution of Individual Class Payments to all Participating Class Members. No claim forms are required. Accordingly, every Participating Class Member who does not timely request exclusion will automatically receive his or her Individual Class Payment, maximizing participation and ensuring that Settlement Class Members receive the benefits of the Settlement without taking any affirmative action. (S.A. §§ 3.2, 4.3.)

The Gross Settlement Amount is entirely non-reversionary. Under no circumstances will any portion of the Gross Settlement Amount revert to Defendant. Instead, Defendant are required to fully fund the Gross Settlement Amount, and the Net Settlement Amount will be distributed entirely for the benefit of Participating Class Members and PAGA Members, subject only to the Court-approved deductions set forth in the Settlement Agreement. (S.A. §§ 3.1, 4.3.)

Settlement checks will remain negotiable for one hundred eighty (180) calendar days from the date of mailing. Prior to mailing settlement checks, the Settlement Administrator will update recipients' addresses through the National Change of Address database. If a settlement check is returned as undeliverable, the Settlement Administrator will perform a skip trace, re-mail the check to any updated address identified, and issue replacement checks upon request made before the expiration of the negotiation period. Any settlement checks that remain uncashed after one hundred eighty (180) days will be voided, and the corresponding funds will be transmitted to the California Fire Foundation, the Parties' designated cy pres beneficiary. The release of claims remains effective regardless of whether a Participating Class Member cashes his or her settlement check. (S.A. §§ 4.3.1-4.3.3.)

Courts favor non-reversionary settlements with automatic distributions because they maximize participation, ensure that the settlement fund is used for the benefit of the class rather than reverting to the defendant, and minimize barriers to recovery. The proposed distribution procedure therefore strongly supports preliminary approval of the Settlement.

F. THE CLASS COUNSEL FEES PAYMENT ALLOCATION UNDER THE SETTLEMENT AGREEMENT IS FAIR

Under the terms of the Settlement Agreement, Class Counsel requests payment not to exceed one-third of the Settlement Amount for Class Counsel 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); *see also Stuart v. RadioShack Corp*. (N.D. Cal. Aug. 9, 2010) No. C-07-4499 EMC, 2010 WL 3155645 (approving fee award of 1/3 of the total maximum settlement amount of $4.5 million) (the court noted that the fee award of 1/3 of the total settlement was "well within the range of percentages which courts have upheld as reasonable in other class action lawsuits"); *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."); *Martin v. FedEx Ground Package System, Inc*. (N.D. Cal. Dec. 31, 2008) No. C 06-6883 VRW, 2008 WL 5478576, at *8 (approving fees of 1/3 of the common fund).

Once the Court grants preliminary approval of the Settlement Agreement and the Notice is disseminated, Plaintiff's counsel will submit a request for payment of Class Counsel Fees and costs with its motion for final approval.

G. <u>THE CLASS REPRESENTATIVE SERVICE AWARD IS FAIR AND APPROPRIATE</u>

The Settlement Agreement authorizes Plaintiff to seek a Class Representative Service Payment of up to $15,000, subject to Court approval. (S.A. § 3.2.1.4.) The requested award is fair and reasonable in light of Plaintiff's substantial efforts on behalf of the Settlement Class and the risks he assumed in prosecuting this representative action.

From the outset of the litigation, Plaintiff actively participated in prosecuting this Action. Among other things, Plaintiff assisted Class Counsel by providing detailed factual information regarding Defendant'scompensation, payroll, timekeeping, meal and rest break, and restrictive covenant practices; locating and producing relevant documents; participating in numerous conferences regarding litigation strategy, discovery, opposing arbitration, and settlement; reviewing pleadings and settlement documents; remaining actively involved throughout the arbitration proceedings and subsequent return of the Action to this Court; participating in the mediation; and continuing to assist Class Counsel throughout the negotiation and finalization of the Settlement Agreement. Plaintiff also agreed to serve as the named plaintiff and PAGA representative, thereby assuming the responsibilities and risks associated with representative litigation, including the possibility of an adverse costs award and the burden of representing the interests of Settlement Class Members. (Bokhour Decl. ¶ 50; Declaration of Ikram El Majdi in

Support of Preliminary Approval, ¶¶ -.)

The requested Class Representative Service Payment is well within the range routinely approved in California wage-and-hour class actions. *See*, *e.g.*, *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395 (recognizing the propriety of incentive awards to compensate class representatives for the time, effort, and risks undertaken on behalf of the class); *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806 (affirming a $25,000 incentive award); *Bond v. Ferguson Enterprises, Inc.* (E.D. Cal. July 1, 2011, No. 1:09-cv-01662 OWW MJS) 2011 WL 2648879, at *15 (approving $11,250 service awards); *Ross v. U.S. Bank National Assn.* (N.D. Cal. Sept. 29, 2010, No. C 07-02951 SI) 2010 WL 3833922, at *2 (approving a $20,000 service award).

Accordingly, Plaintiff respectfully requests that the Court grant the requested Class Representative Service Payment, subject to final approval following consideration of Plaintiff's declaration detailing her contributions to the litigation.

IV. THE COURT SHOULD APPOINT CPT AS THE SETTLEMENT ADMINISTRATOR

The Parties have agreed to retain CPT Group, Inc. ("CPT") to serve as the Settlement Administrator, subject to the Court's approval. CPT is a well-respected and experienced class action administrator that has administered thousands of class action and representative settlements in California and throughout the United States. Pursuant to the Settlement Agreement, CPT will be responsible for, among other things, receiving and maintaining the Class Data, updating Settlement Class Members' mailing addresses through the National Change of Address database, disseminating the Court-approved Notice, processing Requests for Exclusion and objections, calculating and distributing Individual Class Payments and Individual PAGA Payments, issuing all required tax forms, performing the required tax reporting, and completing all other administrative duties necessary to effectuate the Settlement. (S.A. §§ 1.2, 7.1-7.8.)

V. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

If the Court grants preliminary approval, the Settlement Administrator will promptly commence the notice process in accordance with the Settlement Agreement and the Preliminary

Approval Order. Following expiration of the Response Deadline and completion of the administration process, Plaintiff will file a Motion for Final Approval of the Settlement, together with a Motion for Class Counsel Fees, Class Counsel Litigation Expenses, and the Class Representative Service Payment. At the Final Approval Hearing, the Court will have the opportunity to consider the Parties' submissions, evaluate any requests for exclusion or objections, determine whether the Settlement is fair, reasonable, and adequate, and, if appropriate, enter final judgment approving the Settlement. Accordingly, Plaintiff respectfully requests that the Court set a Final Approval Hearing on the earliest date convenient to the Court following completion of the notice and administration process.

VI. CONCLUSION

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

Dated: July 6, 2026

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

BY: ______________________________
MEHRDAD BOKHOUR
JOSHUA FALAKASSA
Attorneys for Plaintiff and the Putative Class