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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

JUAN RODRIGUEZ, on behalf of himself and all others similarly situated,

Plaintiff,

v.

JACKSON-MITCHELL, INC., a California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.:25CV06343

Assigned to Hon. Oscar A. Pardo

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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

HEARING INFORMATION

Date:
Time:
Dept.:

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on _____, at 9:00 a.m., or as soon thereafter as the matter may be heard, in Department 19 of the Sonoma County Superior Court, located at 3055 Cleveland Avenue, Santa Rosa, California 95403, before the Honorable Oscar A. Pardo, Plaintiff Juan Rodriguez, individually and on behalf of all others similarly situated, will and hereby does move the Court for an order:

1. Certifying the proposed Settlement Class for settlement purposes only;

2. Preliminarily appointing Plaintiff Juan Rodriguez 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. Preliminarily approving the Class Action and PAGA Settlement Agreement as fair, reasonable, and adequate;

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

6. Setting a date for the Final Approval Hearing to determine whether the Settlement should be granted final approval.

This Motion is based upon this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Mehrdad Bokhour, Joshua S. Falakassa, Plaintiff Juan Rodriguez, the Class Action and PAGA Settlement Agreement, the Proposed Order Granting Preliminary Approval, the pleadings and records on file in this action, and such other oral or documentary evidence as may be presented at the hearing.

Dated: November 16, 2026,

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

BY: _____

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

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Juan Rodriguez ("Plaintiff"), individually and on behalf of all others similarly situated, moves for preliminary approval of a proposed class action and PAGA settlement with Defendant Jackson-Mitchell, Inc. ("Defendant"). The proposed Settlement provides for a non-reversionary Gross Settlement Amount of $375,000 to resolve the wage and hour claims asserted.

The proposed Settlement Class consists of all non-exempt hourly employees who worked for Defendant in California from September 8, 2021, to July 1, 2026. The Settlement also resolves claims under the Private Attorneys General Act ("PAGA") on behalf of non-exempt employees who worked during the PAGA period beginning September 8, 2024, to July 1, 2026.

The Class Action and PAGA Settlement Agreement and Release of Claims is attached as **Exhibit "A"** to the Declaration of Mehrdad Bokhour ("Bokhour Declaration") submitted herewith and is referred to herein as the Settlement Agreement or the Settlement. The proposed Class Notice is attached as **Exhibit "B"** to the Bokhour Declaration.

After deductions for attorneys' fees, litigation costs, administration expenses, PAGA penalties, and a service award, the Net Settlement Amount is estimated to be approximately $188,500 and will be distributed to approximately 143 Class Members on a *pro rata* basis based on workweeks worked. Assuming all 143 Class Members participate, and the maximum deductions are approved, the average Individual Class Payment is estimated at $1,318.18 before withholding, plus any Individual PAGA Payment, with higher class payments for employees who worked longer periods.

The Settlement is non-reversionary and does not require Class Members to submit claim forms. Notice will be mailed to Class Members informing them of their estimated recovery and their right to opt out or object. Class Members who do not opt out will automatically receive payment upon final approval. PAGA payments will be distributed to eligible employees regardless of participation in the class settlement.

The Settlement was reached after arm's-length negotiations between experienced counsel, with the assistance of an experienced mediator, and following an investigation sufficient to

evaluate the claims and defenses. The Settlement provides meaningful and immediate relief considering the risks, expense, and uncertainty of continued litigation.

Plaintiff respectfully requests that the Court: (1) preliminarily approve the Settlement; (2) certify the Settlement Class for settlement purposes only; (3) approve the proposed notice; (4) appoint Plaintiff as Class Representative and Class Counsel; (5) appoint Phoenix Settlement Administrators ("Phoenix") as Settlement Administrator; and (6) set a final approval hearing.

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED CLASS

Defendant manufactures dairy products, including Meyenberg goat milk and butter. Plaintiff worked for Defendant as a non-exempt employee from approximately July 2006 through July 18, 2025, receiving milk trucks, pasteurizing milk, and sanitizing equipment. Plaintiff alleges unpaid wages, incorrect regular-rate calculations, meal and rest violations, unreimbursed expenses, inaccurate wage statements, and late final wages. Based on these claims, Plaintiff also asserts unfair competition and PAGA claims. (Bokhour Decl. ¶ 12.)

The Settlement Class consists of all individuals who are or were employed by Defendant as non-exempt hourly employees in California from September 8, 2021, to July 1, 2026. (Settlement Agreement, ¶¶ 1.4, 1.11; Bokhour Decl. ¶ 9.)

B. PROCEDURAL HISTORY

On September 8, 2025, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for failure to pay all minimum wages; failure to pay all overtime wages; meal period violations; rest period violations; failure to pay all sick time; wage statement violations; waiting time penalties; failure to reimburse necessary business expenses; and unfair competition.

On November 5, 2026, the Parties executed a stipulation seeking leave for Plaintiff to file a First Amended Class and PAGA Action Complaint adding a PAGA cause of action. (Bokhour Decl. ¶ 13; Settlement Agreement, Recitals.) Defendant denies all material allegations and contends that it complied with applicable law. Before engaging in extensive litigation, the Parties exchanged information and investigated the claims and defenses, including reviewing relevant

policies and payroll data.

On April 2, 2026, the Parties participated in an all-day mediation before Jeffrey Fuchsman, Esq., a highly experienced wage and hour class action mediator. After an all-day mediation and the issuance of a mediator's proposal, the Parties reached a settlement. (Bokhour Decl. ¶ 15; Settlement Agreement, Ex. A.)

The Parties now respectfully request that the Court grant preliminary approval of the Settlement Agreement.

C. SUMMARY OF CLAIMS AND DEFENSES

Plaintiff alleges that Defendant violated California wage and hour laws by, among other things, failing to pay all wages owed, failing to properly calculate the "regular rate of pay," failing to provide compliant meal and rest periods, failing to reimburse business expenses, failing to timely pay wages upon separation, and failing to provide accurate wage statements. Plaintiff also asserts claims for civil penalties under the Private Attorneys General Act ("PAGA").

Defendant denies liability and contends that it complied with applicable law. Disputed issues concern uncompensated work, the regular rate, compliant breaks and premium payments, expense reimbursement, and the elements of derivative penalties and PAGA recovery. The availability of common proof, sample limitations, and certification and merits risks also inform the settlement evaluation. (Bokhour Decl. ¶¶ 16, 19–35.)

III. SUMMARY OF THE PROPOSED SETTLEMENT

The proposed non-reversionary Gross Settlement Amount is $375,000. The Settlement permits applications for fees up to $125,000, costs up to $25,000, administration expenses up to $6,500, and a service payment up to $10,000. PAGA penalties total $20,000 ($13,000 to the LWDA and $7,000 to employees). At maximum deductions, the estimated Net Settlement Amount is $188,500. Employer payroll taxes are paid separately. No claim form is required. (Settlement Agreement, ¶¶ 1.20, 3.1–3.2.3; Bokhour Decl. ¶ 10.)

Based on Defendant's records, approximately 143 Class Members worked a total of approximately 15,708 workweeks during the Class Period. Assuming full participation and maximum deductions, Individual Class Payments are estimated to average $1,318.18 before

withholding, plus any Individual PAGA Payment, with higher class payments for employees who worked longer periods. (Bokhour Decl. ¶ 10.)

Notice will be mailed to Class Members informing them of their estimated payments, their right to challenge workweek calculations, and their right to opt out or object. Class Members who do not opt out will automatically receive payment upon final approval. PAGA payments will be distributed to eligible employees regardless of participation in the class settlement. Settlement payments will be calculated by the Settlement Administrator based on Defendant's records, subject to any timely challenges by Class Members. The Settlement is non-reversionary, and any uncashed funds will be distributed in accordance with Code of Civil Procedure section 384.

The Settlement also provides that Defendant will fund the Gross Settlement Amount is due February 15, 2027, or 14 days after Judgment, whichever is later; payments follow within seven days. The Settlement Administrator will issue payments following settlement funding.

Participating Class Members will release claims arising from the allegations in the operative complaint during the Class Period, and PAGA Members will release PAGA claims for the PAGA period, as set forth in the Settlement Agreement.

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

California courts may provisionally certify a class for settlement purposes at the preliminary approval stage. (Cal. Rules of Court, rule 3.769(d).) Because no trial is contemplated, courts apply a more relaxed standard and focus on whether certification will facilitate settlement and notice to the class. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 at n.19.)

Here, the certification requirements are satisfied for settlement purposes.

The proposed class consists of approximately 143 non-exempt hourly employees who worked for Defendant in California during the Class Period. The class is sufficiently numerous, and its members are readily ascertainable through Defendant's payroll and employment records.

Commonality and typicality are satisfied because Plaintiff's claims arise from the same alleged wage and hour policies and practices applicable to the class, including policies relating to

compensation, meal and rest periods, and wage statements. For settlement purposes, these common issues support certification.

Adequacy is satisfied because Plaintiff's interests are aligned with those of the class, and Plaintiff is represented by experienced class counsel. There are no conflicts between Plaintiff and the class.

Finally, certification is appropriate because resolving these claims on a class wide basis promotes judicial economy and provides meaningful relief to employees whose claims would be impractical to litigate individually.

Accordingly, provisional certification of the Settlement Class is appropriate.

1. Failure to Properly Calculate and Pay the Correct "Regular Rate of Pay"

First, Plaintiff alleged that Defendant failed to properly calculate the "regular rate of pay" by excluding certain non-discretionary bonuses, commissions, and incentive payments when calculating overtime and sick pay wages, resulting in alleged underpayment in violation of California law. (Bokhour Decl. ¶ 17.)

Based on a review of payroll data produced during the investigation, Plaintiff estimated that the alleged exclusion of certain incentive payments may have resulted in underpayment of overtime and sick pay wages for some Class Members. (Bokhour Decl. ¶ 18.)

Defendant disputed these allegations and asserted that it properly paid all wages and the incentive payments at issue were discretionary and therefore properly excluded from "regular rate of pay" calculations. Defendant further contended that any potential underpayments, to the extent they occurred at all, were *de minimis* and not widespread across the Class. (Bokhour Decl. ¶ 19.)

Plaintiff acknowledges the significant litigation risks associated with this claim. Those risks include the possibility that the Court could deny class certification due to individualized variations in compensation structures and incentive programs, as well as merits risks, including summary judgment or an unfavorable trial result. Plaintiff further acknowledges that the estimated lost wages attributable to this theory were relatively modest. (Bokhour Decl. ¶ 20.)

In light of these risks and uncertainties, Plaintiff completely discounted the minimal

estimated wage value of this claim in evaluating the Settlement, keeping in mind that the substantial damages result from the derivative waiting time (Labor Code Section 203) and wage statement penalties (Labor Code Section 226(a)). (Bokhour Decl. ¶ 21.)

2. Waiting Time Penalties

Next, Plaintiff alleged that Defendant failed to pay all wages due upon separation of employment on time, entitling former employees to waiting time penalties under Labor Code sections 201 through 203. Based on Defendant's records, approximately 46 Settlement Class Members were separated from employment during the applicable statutory period. Assuming the statutory maximum penalty of thirty (30) days, an 8-hour workday, and an average hourly rate of $36.03, Plaintiff estimated a maximum theoretical exposure of approximately $397,771.20 for waiting time penalties. (46 employees × 8 hours per day × $36.03 per hour × 30 days.) (Bokhour Decl. ¶ 22.)

Defendant disputed this claim and asserted that any alleged failure to timely pay wages at separation was not willful and therefore did not give rise to waiting time penalties. Defendant further contended that it maintained compliant payroll practices and that any waiting time penalties claim was derivative of underlying wage claims. Defendant also asserted that the claims lacked merit or were unsuitable for class treatment. (Bokhour Decl. ¶ 23.)

To account for these risks, including the risk that the Court could accept Defendant's position regarding whether a separation from employment occurred, as well as the risk of denial of class certification and the risk of an adverse ruling at summary judgment or trial, Plaintiff applied a combined 50 percent discount to the maximum theoretical exposure. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $198,885.60 for the waiting time penalties claim. (Bokhour Decl. ¶ 24.)

3. Failure to Provide Meal and Rest Periods or Compensation in Lieu Thereof at the "Regular Rate of Pay"

With respect to Plaintiff's meal and rest period claims, Settlement Class Members collectively worked approximately 72,501 shifts during the Class Period. Based on an analysis of a representative sample of Defendant's timekeeping and payroll records produced prior to

mediation, Plaintiff applied an estimated 15 percent violation rate for meal periods and a 33 percent violation rate for rest periods. Using an applicable premium rate of $36.03 per missed break, Plaintiff estimated a maximum theoretical exposure of approximately $391,831.65 for the meal period claim (72,501 shifts × 15 percent × $36.03) and approximately $862,029.64 for the rest period claim (72,501 shifts × 33 percent × $36.03). (Bokhour Decl. ¶ 25.)

Defendant disputed liability on both claims and asserted that meal and rest period compliance presented highly individualized issues that were inappropriate for class treatment. Defendant maintained that its written policies were facially compliant with California law and required employees to take legally compliant meal and rest periods. Defendant also asserted that employees acknowledged these policies and were required to report any missed breaks. Defendant therefore contended that the payroll records confirm compliance with California wage and hour laws. Defendant further argued that these issues created a substantial risk that the Court would deny class certification because liability would depend on individualized inquiries into whether breaks were offered, taken, waived, or voluntarily missed during particular shifts. Defendant also asserted that Plaintiff would be unable to present reliable representative evidence sufficient to establish liability or damages on a classwide basis. (Bokhour Decl. ¶ 26.)

Considering these risks, including the risk that the Court could find Defendant's written policies compliant or determine that individualized issues predominated, Plaintiff applied a 60 percent discount to the maximum theoretical exposure for these claims. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $156,732.66 for the meal period claims and approximately $344,811.86 for the rest period claims. (Bokhour Decl. ¶ 27.)

4. Failure to Provide Accurate Itemized Wage Statements

Plaintiff further alleged that Defendant issued non-compliant itemized wage statements in violation of Labor Code section 226, based on the same alleged conduct underlying Plaintiff's claims for unpaid wages, meal and rest period premiums, and failure to include all required forms of compensation in the regular rate of pay. Based on Defendant's records, Plaintiff estimates that approximately 2,872 allegedly non-compliant wage statements were issued during the Class Period. (Bokhour Decl. ¶ 28.)

In calculating Defendant's maximum potential exposure, Plaintiff conservatively assumed that only the initial statutory penalty of fifty dollars per violation would apply, consistent with Labor Code section 226(e) and authority holding that higher penalties apply only after notice of a violation. (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207.) Using this conservative assumption, Plaintiff estimated a maximum theoretical exposure of approximately $143,600 (2,872 wage statements multiplied by $50). (Bokhour Decl. ¶29.)

Defendant disputed this claim, asserting that its wage statements fully complied with Labor Code section 226. Defendant further argued that, even if any technical deficiencies existed, they were not knowing and intentional and did not result in the injury required to recover penalties. Defendant also relied on its defenses to the underlying wage-and-hour claims and to class certification. (Bokhour Decl. ¶ 30.)

In light of these risks, including the risk of denial of class certification and the risk of an adverse ruling on the merits, Plaintiff applied a 50% discount to the maximum theoretical exposure. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $71,800 for the wage statement penalty claim. (Bokhour Decl. ¶ 31.)

5. PAGA Penalties

Plaintiff also sought civil penalties under the Private Attorneys General Act of 2004 ("PAGA") for alleged Labor Code violations for which PAGA penalties are available and asserted that such penalties could be assessed on a cumulative basis. Assuming application of the default penalty of $100 per pay period under Labor Code section 2699(f)(2), and assuming no reduction or exercise of judicial discretion, Plaintiff estimated a maximum theoretical exposure of approximately $287,200, based on approximately 2,872 pay periods. (Bokhour Decl. ¶ 32.)

This theoretical maximum, however, does not account for significant legal and practical uncertainties. As discussed above, Defendant disputed the existence of the underlying Labor Code violations and asserted that its written policies were facially compliant with California law, that employees were afforded compliant meal and rest periods, and that employees were required to report any missed breaks. (Bokhour Decl. ¶ 33.)

Defendant further disputed that waiting time penalties were triggered because many

workers remained on Defendant's roster and continued receiving work assignments rather than experiencing a separation from employment. Courts are also divided as to whether PAGA penalties may be stacked across multiple violations within a single pay period, particularly where the violations are derivative of one another. (Bokhour Decl. ¶ 34.)

In addition, Labor Code section 2699(e)(2) grants courts broad discretion to reduce civil penalties where necessary to avoid awards that are unjust, arbitrary, oppressive, or confiscatory. Courts routinely exercise this discretion, particularly where an employer did not act willfully or where the legal obligations were unsettled. (See *Cotter v. Lyft, Inc.* (2016) 193 F. Supp. 3d 1030, 1037.) (Bokhour Decl. ¶ 35.)

In light of these risks, including the risk that the Court could find limited or no underlying Labor Code violations or exercise its discretion to substantially reduce any penalties, the Parties agreed to allocate $20,000 of the Gross Settlement Amount to the resolution of the PAGA claim, which Plaintiff submits is fair, reasonable, and adequate under the circumstances. (Bokhour Decl. ¶ 36.)

In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates the risk-adjusted class recovery as follows:

- Regular Rate of Pay Claim: $0 (*discounted*)
- Labor Code §§ 201 – 203 Claims: $198,885.60
- Meal Period Claims: $156,732.66
- Rest Break Claims: $344,811.86
- Wage Statement Claims: $71,800
- PAGA Penalties $20,000
- **Total Risk-Adjusted Penalties and Damages**: **$792,230.12**

Given the realistic value of Plaintiff's claims, the $375,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 47.33% of Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class. (Bokhour Decl. ¶ 37.)

For these reasons, Plaintiff submits that the agreed-upon Settlement is fair and reasonable.

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

The views of experienced counsel are entitled to significant weight in determining whether a proposed class settlement is fair, adequate, and reasonable. (*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].)

Class Counsel are highly experienced in wage-and-hour class actions and PAGA representative actions. Collectively, Class Counsel have litigated over one hundred wage and hour class and PAGA cases, 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.)

After conducting an independent investigation and engaging in arm's length negotiations, Class Counsel carefully evaluated the strengths and weaknesses of the claims, the defenses asserted by Defendant, the risks associated with class certification and liability, and the realistic risk adjusted value of the case. Based on that analysis, Class Counsel believes that the Settlement represents a fair, reasonable, and adequate resolution of the Action and is in the best interests of the Settlement Class and PAGA Members.

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

The proposed Class Notice fully and fairly informs Settlement 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 Settlement 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. (Ex. B.)

The Class Notice will be mailed by the Settlement Administrator via first-class U.S. Mail to the last known addresses of Settlement 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. Settlement 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 Settlement Class Members who do not 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 non-reversionary, meaning that no portion of the Settlement Amount will revert to Defendant. Any Individual Class Payment or Individual PAGA Payment checks not cashed within 180 days will be voided, and the funds represented by those checks will be sent to the California Controller's Unclaimed Property Fund in the recipient's name.

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

Under the terms of the Settlement Agreement, Class Counsel requests an amount not exceeding one-third of the Settlement Amount in attorneys' fees. (See, 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"].)

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 its final approval motion.

I. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND APPROPRIATE

The Settlement Agreement provides for a Service Award to Plaintiff Juan Rodriguez 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 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 Juan Rodriguez in Support of Preliminary Approval.)

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 PHOENIX AS THE SETTLEMENT ADMINISTRATOR

Subject to Court approval, the Parties have stipulated that Phoenix be appointed as the

Settlement Administrator. Phoenix has experience administering class action settlements and is well qualified to administer the notice and distribution process in this Action. Pursuant to the Settlement Agreement, Settlement Administration Costs shall not exceed $6,500, subject to Court approval. (Bokhour Decl. ¶ 46.)

VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

The final step in the approval process is a 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.

VIII. CONCLUSION

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

Dated: November 16, 2026

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

BY: _____

MEHRDAD BOKHOUR
JOSHUA FALAKASSA
Attorneys for Plaintiff and the Putative Class