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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 E. DAMIANO, an individual, individually and
11 on behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 FABLETICS, LLC, a Delaware Limited
15 Liability Company; TECHSTYLE, INC., a
16 Delaware Corporation; ADAM
17 GOLDENBERG, an individual; and DOE 1
18 through and including DOE 10,

19 Defendants.

Case No: 24STCV15783

Assigned to Hon. William F. Highberger, Dept. 10

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

Date: June 24, 2026

Time: 11:00 a.m.

Dept.: 10

Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: June 24, 2024

FAC Filed: February 26, 2026

GIVEN that, on June 24, 2026, at 11:00 a.m., or as soon thereafter as counsel may be heard, in Department 10 of the above-entitled Court located at 312 N. Spring Street, Los Angeles, California 90012. Plaintiff Eugene Damiano (“Plaintiff”) will move for an Order preliminarily approving a \$1,000,000 class settlement.

WHEREAS, the following summarizes the proposed Settlement:

<i>Calculation of Net Settlement Amount (NSA)</i>		
<i>Item</i>	<i>Requested Amount</i>	<i>Running Total</i>
Gross Settlement	\$1,000,000	\$1,000,000
Attorney Fees	(\$333,333)	\$666,667
Attorney Costs	(\$23,000)	\$643,667
Incentive Payments	(\$10,000)	\$633,667
Administration Costs	(\$16,500)	\$617,167
LWDA Penalties	(\$50,000)	\$567,167
NSA (Final)		\$567,167

WHEREAS, preliminary approval of the \$1,000,000 proposed class settlement of this California Labor Code (the “Code”) lawsuit, will lead to provision of a gross, average recovery of \$479.84 to each of the some 1,182 Class Members ($=\$1,000,000/1,182$) per person, approximately 29.9% of the estimated, realistic, potential jury verdict, after any remittitur, as well as a net, average recovery of \$479.84 ($=\$567,167/1,182$) to each of the Class Members. The approximately 311 Aggrieved

1 Employees will also receive an average PAGA payment of \$56.27 (=\$17,500/311)¹

2 NOW THEREFORE, pursuant to Section 382 of the California Code of Civil Procedure, this
3 Court should provisionally:

4 1. Certify a Settlement Class commencing June 24, 2020 to June 26, 2025 (the “Class Period”),
5 defined as follows:

6 All California based, hourly paid freelance crew production members who performed
7 work in California for Defendants during the period of June 24, 2020, through June 26,
8 2025.

9 March 27, 2026, Declaration of Alan Harris (“Harris Decl.”), Ex. 1 (Class Action and PAGA Settlement
10 Agreement), ¶¶ 1.5 and 1.12;

11 2. Appoint Plaintiff Eugene Damiano as the Class Representative;

12 3. Appoint Alan Harris and Priya Mohan of Harris & Ruble as Class Counsel;

13 4. Schedule a Final Settlement Approval Hearing to determine whether the settlement
14 should be granted final approval and to award: (1) reasonable fees to the Settlement Administrator; (2)
15 an Incentive Award to the Class Representative; and (3) attorneys’ fees and reimbursement of costs
16 incurred by Class Counsel; and

17 5. Appoint Phoenix Settlement Administrators (“Phoenix”)² as the third-party settlement
18 administrator; and approving the proposed mechanism for providing Notice as well as receiving and
19 evaluating claims and elections to opt out of the settlement.

20 This Motion will be made and based upon this Notice of Motion; the Declarations of Alan
21 Harris, Eugene Damiano, Phoenix representative Jodey Lawrence and defense counsel Conor J. Dale in
22 Support of this Motion, filed and served herewith; all the pleadings, papers, and documents contained in
23
24
25

26 ¹ The \$50,000 payment allocated to PAGA is divided in accord with the provisions of the PAGA statute,
27 65% to the LWDA and 35% to the Aggrieved Employees).

28 ² Phoenix is a major administrator of class action settlements, “enriched with years of successful class
action case management.” Phoenix’s website states that, “PSA has given notice to classes of over
100,000 in our L&E/W&H to over 10 million in one of our Consumer Liability cases.”
<https://www.phoenixclassaction.com/classaction-settlements/> (last accessed March 4, 2026).

1 the file of the within action; and such further evidence and argument as may be presented in support at
2 or before the determination of the Motion.

3
4 DATED: March 27, 2026

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Court should grant preliminary approval of the Settlement Agreement (“Settlement”)¹ entered between Eugene Damiano (“Plaintiff”), on behalf of the absent Class Members whom he seeks to represent, on the one hand, and Defendants Fabletics, LLC (“FLLC”), TechStyle, Inc. (“TSI”) and Adam Goldenberg (“Goldenberg”) (collectively, “Defendants”), on the other hand. This Memorandum and the supporting March 27, 2026, Declaration of Alan Harris follow the Los Angeles Superior Court, Complex Civil Department Checklist for Preliminary Approval of a Class Action Settlement (the “Checklist”).

This Motion requests that the Court grant preliminary approval of the \$1,000,000 Gross Settlement Amount, finding that there is a sufficient showing that it is fair, adequate, and reasonable. The class consists of some 1,182 persons. The gross recovery amounts to \$846.02 (= \$1,000,000/ 1,182) per person, an excellent result considering that the Class Members on average performed work over only a few days and the result is fair compensation for alleged unpaid wages owing on account of the alleged failure to provide rest breaks and meal periods, as well as compensation for worker use of their personal cell phones and all related civil penalties under the California Labor Code (the “Code”) Private Attorneys General Act (“PAGA”).²

As required by the Checklist, proof of submission of the proposed settlement to the LWDA is filed herewith as Exhibit 3 to the Harris Declaration. The Checklist also requires a proposed Judgment to be filed as an Exhibit. A draft, proposed Judgment, subject to modification after preliminary approval, is filed herewith as Exhibit 4 to the Harris Declaration.

¹ A copy of the fully executed Settlement Agreement is attached as Exhibit 1 to the Declaration of Alan Harris in Support of Preliminary Approval of Settlement filed herewith (the “Harris Decl.”). A redline comparing the Settlement Agreement to the Court’s model agreement is Exhibit 2 to the Harris Decl.

² The proposed Settlement contemplated the filing of a First Amended Complaint (“FAC”), adding a claim for relief under PAGA. A stipulation to file the FAC was filed on February 20, 2026, and the Court granted the stipulation on February 25, 2026. The FAC was filed on February 26, 2026. The relevant PAGA Notice is Exhibit 5 to the Harris Declaration.

II. MOVING PAPERS (MOTION AND DECLARATIONS)

A. Introductory Information

This is a class and representative law enforcement action under the California Labor Code Private Attorneys General Act (“PAGA”), alleging nine claims. See generally FAC. This case arises from Defendants’ tardy payment of earned wages and routine interruption of meal periods and rest breaks, resulting from the especially tight schedules for completing the production of motion pictures and still photography shoots as well as their facilitation of such interruptions by reason of the fact that the defense provides the crew with walkie-talkies on production sets, and collects crew cell phone numbers and email addresses to further such communication, while demanding that workers provide their personal cell phones, gratis. Plaintiff alleges that the walkie-talkie devices, and cell phones, are expected to be used and are used to facilitate the production from the beginning of each day until “wrap” – the end of the day -- as well as before and after each formal production day, during which time workers are expected to and do work without compensation of even a minimum wage. Specifically, for example, Plaintiff alleges that cell phones are both used during the days of the productions, and after wrap, when call sheets are sent to the crew, setting call times and providing other information for the coming day. Accordingly, Plaintiff alleges that Defendants failed to provide compliant meal periods or rest breaks, also routinely delaying even payment of admittedly accrued hourly wages (paid late from just a few days to several weeks), as well as violating the California requirements for timely payment of all wages, including premium wages owing on account of the failure to provide meal periods and rest breaks and proper wage statements. As reiterated in the most recent California Supreme Court Naranjo decision, both Code “section 203 and section 226 claims can be brought based on unpaid and unreported missed-break premium pay.” Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th 1056, 1068 (2024). Plaintiff contends that since crew were required to monitor their cell phones and walkie-talkies throughout their workday, they are entitled to premium wages for Defendants’ failure to provide compliant breaks. Augustus v. ABM Sec. Servs., Inc., 2 Cal. 5th 257, 260 (2016) (“state law prohibits on-duty and on-call rest periods. During required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time. (See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038–1039.)”).

1 FLLC is a California Corporation which conducts a worldwide fashion e-commerce business.
2 According to FLCC’s website, “[i]n 2013, we had a vision to fuse fashion with activewear. Now,
3 millions of members and 95+ stores later, here we are.” <https://www.fabletics.com/about> (last accessed
4 March 17, 2026). Goldenberg is a founder and the CEO of FLLC. TSI is a Delaware Corporation, and
5 the Manager of FLLC. According to Defendants’ website: “When Don Ressler and Adam Goldenberg
6 founded TechStyle Fashion Group, they were on a mission to reimagine the fashion industry. Beginning
7 in 2010 with just one brand in one category, they pioneered a new business model and built TFG into the
8 innovative brand incubator behind the success of Fabletics, Savage X Fenty, JustFab, ShoeDazzle, and
9 FabKids.” <https://www.techstylefashiongroup.com/>, last accessed June 18, 2025.³ Harris Decl., ¶ 3.

10 Defendants produce still photography and motion picture content to market their products.
11 Plaintiff Damiano worked as a crew member for Defendants and for many other motion picture
12 companies. During the class period, Plaintiff was employed by Defendants for a still photography and
13 motion picture production (the “Production”). The Production on which Damiano worked was referred
14 to as “FLM 2021 AUG EDITORIAL.” The proposed Class includes Plaintiff, crew members on the
15 Production on which Damiano worked, and all other California based, hourly paid freelance crew
16 members who performed work in California for Defendants, whether on still photography or motion
17 pictures. The class includes, for example, crew who worked during the following Sunday to Saturday
18 pay periods: 5/24-30/20 (FL 2020 Madelaine); 5/31-6/6/20 (FL 2020 Madelaine); 10/3-9/21; 11/14-
19 20/21; 12/5-11/21 (SWR 2022 LAUNCH Q1); 5/22-28/22 (SWR 2022 CAMPAIGN Q3). The Class
20 does not include any Defendant or other person who worked as full-time staff for any Defendant during
21 the Class Period at issue, as Defendants’ staff personnel were compensated by a different payroll regime
22 than that used for Class Members. Harris Decl., ¶ 3

23 Plaintiff Damiano was hired to work for Defendants during the regular payroll week, ending on
24 Saturday, June 26, 2021. Without a compliant meal or rest period, he worked at least 10 hours on a day
25 of work for Defendants. Once his employment ended, Defendants were required to pay him no later than
26 on the next Friday, July 2, 2021. However, Plaintiff’s partial, “final” pay-check was not even prepared
27

28 ³ The website for Techstyle Fashion Group appears to be currently inactive. Harris Decl., ¶ 3

1 until Wednesday, July 14, 2021, nearly two weeks after Plaintiff's wages should have been paid to him.
2 Damiano Decl., ¶ 8. Damiano received but a partial paycheck, as it did not include compensation for
3 Defendants' failure to pay premium wages on account of their failure to provide compliant meal periods
4 and rest breaks. Damiano Decl., ¶ 8.

5 Plaintiff alleges that he has not been paid his accrued, premium wages owing for the non-
6 provision of compliant rest breaks, as required by Naranjo v. Spectrum Sec. Servs., Inc., 13 Cal. 5th 93,
7 106-07, 111 (2022) and recently reiterated in Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th
8 1056, 1068 (2024).

9 The FAC, filed on February 26, 2026, is the current operative pleading. The FAC includes class
10 and PAGA claims, seeking civil penalties, statutory penalties as well as attorneys' fees for Class
11 Counsel and payment of reasonable costs. Plaintiff's PAGA representative and class action claims are
12 alleged on behalf of Class Members who worked during the Class Period, from June 24, 2020, to June
13 26, 2025 (Harris Decl., Ex. 1 at 1.12.), and Aggrieved Employees who worked during the PAGA period,
14 from July 12, 2024 to June 26, 2025 (Id., Ex. 1 at 1.31)

15 Plaintiff contends that he was not paid on time for his work on Defendants' production and that
16 he was not provided premium wages for meal or rest breaks. Plaintiff contends that the untimely
17 payment of wages gives rise to liability for failure to properly pay for all time worked, compensate
18 minimum and overtime wages, and provide accurate wage statements. Defendants deny any liability or
19 wrongdoing of any kind associated with the substantive claims. Defendants contend that, throughout the
20 relevant time period, they correctly and timely paid Plaintiff and the proposed settlement class for all
21 hours worked and provided them with meal periods and rest periods in accordance with California law.
22 Defendants further contend that this matter is not suitable for proceeding as a class action because
23 proving liability and damages will require highly individualized inquiries into the experiences of each of
24 the 1,182 class members who held different job titles with unique job duties and worked for Defendants
25 on hundreds of discrete productions. Defendants assert that Plaintiff's representative claims are not
26 viable because the proposed settlement class includes members of several different unions. As a result,
27 Defendants contend that Plaintiff's claims are largely preempted by the Labor Management Relations
28 Act, and that Plaintiff and the putative class members cannot pursue their claims in court because they

1 did not exhaust the grievance procedures set forth in the applicable collective bargaining agreements.
2 Defendants also argue that any alleged Labor Code violations were not willful and as a result should not
3 result in corresponding penalties. See Naranjo, 15 Cal. 5th at 1068, in which the California Supreme
4 Court issued its opinion in resolving a split of authority in California state and federal courts whether
5 there is a “good faith” defense to claims seeking statutory penalties under Labor Code Section 226.

6 On June 26, 2025, the Parties participated in a full-day mediation session with Hon. Jeffrey K.
7 Winikow (Ret.). Following the mediation, the Parties continued to engage in settlement discussions
8 with the assistance of Judge Winikow, who made a mediator’s proposal, ultimately accepted by the
9 Parties. These sustained, good faith negotiations between counsel for the Parties and the mediator’s
10 recommendation led to the proposed Settlement now before the Court for approval. (Harris Decl., ¶ 33.)

11 **B. Dunk/Kullar Analysis**

12 The Declaration of Alan Harris filed herewith reflects counsel’s detailed analysis of the factors
13 described in Kullar v. Foot Locker Retail, Inc., 168 Cal. App. 4th 116 (2008). The analysis is offered
14 with the fundamental purposes of class and PAGA actions in mind: the education of employers and
15 workers of their obligations and rights, as well as securing a measure of financial compensation for both
16 the State of California and employees. Cases such as that before the Court are not designed to eliminate
17 a defendant’s working capital or to otherwise punish employers by driving them to bankruptcy. Indeed,
18 were a reasonable settlement not reached, and a Chapter 11 proceeding filed as a result of a possible
19 judgment for millions of dollars, one likely result would be approval of a reorganization plan which
20 greatly reduced or eliminated all penalties. Given the uncertainty and risks faced by the Parties to this
21 litigation, Plaintiff has determined that a non-reversionary, \$1,000,000 Settlement is fair and the most
22 desirable way to resolve this matter. Naranjo, 15 Cal. 5th at 1068.

23 **C. Class Certification**

24 *Numerosity.* The Class is sufficiently numerous, as it is estimated that there are 1,182 Class
25 Members who worked for Defendants during the Class Period, from June 24, 2020, to June 26, 2025.

26 *Ascertainability.* The Class is readily ascertainable as the defense used modern on-boarding and
27 timekeeping systems from which all Class Members have been ascertained. That the Class is readily
28

1 ascertained was confirmed in connection with the Plaintiff's expert damage analysis of data provided by
2 Defendants' third-party entertainment industry payroll specialist.

3 *Community of Interest:* As detailed in the Harris Declaration describing the Dunk/Kullar
4 analysis,⁴ Plaintiff's claims are typical of the class as are the key potential defenses. Facts detailing that
5 Plaintiff and the Class Members have claims which are typical of one another are detailed in Plaintiff
6 Damiano's Declaration. As to each Class Member, issues of fact and law are common across the
7 Settlement Class.

8 The Class Members are entertainment industry crew who worked for Defendants during the
9 Class Period and received wage statements detailing their services. They were all subject to similar
10 policies. Plaintiff contends that the only significant "individual" or "non-common" issues will be the
11 specific dollar amount of recovery to which each Class Member is entitled. However, this does not
12 defeat class certification for settlement purposes, as the individual assessment of damages is commonly
13 required in all class-action cases. Bell v. Farmers Ins. Exchange, 115 Cal. App. 4th 715, 743 (2004)
14 ("[T]he necessity for an individual determination of damages does not weigh against class certification.
15 The community of interest requirement recognizes that ultimately each class member will be required in
16 some manner to establish his individual damages[;] . . . a class action is not inappropriate simply
17 because each member of the class may at some point be required to make an individual showing as to
18 his or her eligibility for recovery or as to the amount of his or her damages.")

19 *Adequacy.* For purposes of certifying a class action, adequacy of representation depends on
20 whether plaintiff's attorney is qualified to conduct proposed litigation, and plaintiff's interests are not
21 antagonistic to interest of the class. McGhee v. Bank of America, 60 Cal. App. 3d 442, 450 (1976).
22 Plaintiff is an adequate class representative. He has no conflicts of interest with any of the Class
23 Members, as he shares the same desire to be made whole under the Labor Code and indeed has
24 diligently pursued these claims for years. He is committed to pursuing the claims of the Class Members,
25 and his motivation in retaining counsel and pursuing this action has solely been to collect owed amounts
26 for all concerned, including his fellow Class Members. (See generally Damiano Decl.) Further, because
27

28 ⁴ Dunk v. Ford Motor Co., 48 Cal. App. 4th 1794, 1802, as modified Sept. 30, 1996; Kullar v. Foot Locker Retail, Inc., 168 Cal. App. 4th 116, 133 (2008).

1 Plaintiff's claims are typical of other Class Members and are not based on unique circumstances that
2 might jeopardize the claims of the Class, there is no antagonism between the Plaintiff's interests and
3 those of the Class. Plaintiff obtained the services of counsel and has participated throughout the process.
4 (See generally Damiano Decl., ¶¶ 9-13. In doing so, he has successfully brought and maintained claims
5 that may have never been asserted. See Crab Addison, Inc. v. Superior Court, 169 Cal. App. 4th 958,
6 971 (2008) ("Current employees suing their employers run a greater risk of retaliation. . . For them,
7 individual litigation may not be a viable option. . . [In addition], employees may be unaware of the
8 violation of their rights and their right to sue."). Plaintiff stepped up during the litigation to become
9 class representative, and for his individual efforts, he should be compensated.

10 The qualifications of Class Counsel—Alan Harris and Priya Mohan of Harris & Ruble—are set
11 forth in the accompanying Harris Declaration. Those qualifications should assure the Court that the
12 interests of the unnamed Class Members will be adequately and vigorously represented. Plaintiff's
13 counsel are class action attorneys with a great deal of experience handling complex wage and hour
14 litigation similar to this case. Harris Decl. ¶¶ 49-51. They meet the standard of being "qualified,
15 experienced and generally able to conduct the proposed litigation." Miller v. Woods, 148 Cal. App. 3d
16 862, 874 (1983). Suffice it to say, Harris & Ruble has recovered millions of dollars for employee class
17 members in myriad wage-and hour cases, including dozens in the entertainment industry. Harris Decl.,
18 ¶¶ 4, 49. This Court can be assured that Harris & Ruble will adequately discharge its responsibilities.

19 **D. Claim Requirement (if applicable)**

20 The Settlement does not require that class members submit a claim form to receive
21 compensation.

22 **E. Miscellaneous**

23 There are no terms outside the scope of the operative pleading, the FAC or the PAGA Notice. A
24 true and correct copy of Plaintiff Damiano's September 4, 2025, PAGA Notice is attached as Exhibit 5
25 to the Harris Decl.

26 The Class Notice will be in English only as the Class is literate in English, making a translation
27 unnecessary in this case. Harris Decl., ¶ 55; Declaration of Defense Counsel, Conor J. Dale ("Dale
28 Decl.", ¶ 5.

1 The Settlement does not impose any affirmative duties or obligations on the Class Members. In
2 order to participate in the Settlement, and receive a payment, Class Members need not submit a Claim
3 Form or take any action. Those Class members who do not request exclusion from the Settlement will
4 release Defendants from the claims detailed above and receive a check for their portion of the
5 Settlement. Harris Decl. Ex. 1 at ¶ 3.1 (“The Administrator will disburse the entire Gross Settlement
6 Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit
7 any claim as a condition of payment.”)

8 Class Counsel has no affirmative obligations other than those which are normal in a Class and
9 PAGA Action – providing the Court with required information; responding to Class questions and any
10 from the Administrator or the LWDA; completing all required filings as outlined herein.

11 There is no fee-splitting agreement.

12 There is no injunctive relief against the Plaintiff or any Class Member.

13 The requested enhancement award for Plaintiff is reasonable. The relevant inquiry is whether the
14 proposed representative has claims typical of the class and can adequately represent the interests of
15 absent class members. Fireside Bank v. Superior Court, 40 Cal. 4th 1069, 1089 (2007). Here, there is no
16 conflict between the proposed representative and the class. Damiano asserts the same core wage-and-
17 hour claims based on the same alleged unlawful policies and seeks the same relief on behalf of the class.
18 The Damiano declaration filed herewith details the time devoted by Plaintiff to this case so far as well as
19 the specific risks involved which support the requested enhancement award. See Damiano Decl., ¶¶ 19-
20 24.

21 **III. SETTLEMENT AGREEMENT**

22 **A. The Basics**

23 *Class Definition. The proposed Class is defined as:*

24 All California based, hourly paid freelance crew production members who performed
25 work in California for Defendants between the period of June 24, 2020 through June 26,
2025.

26 (the “Settlement Class”). Harris Decl., Ex. 1 at ¶¶ 1.5, 1.12.

27 *The settlement separately defines “Aggrieved Employees” as:*

1 All California based, hourly paid freelance crew production members who performed
2 work in California for Defendants between the period of July 12, 2024 through June 26,
3 2025.

4 Harris Decl., Ex. 1 at ¶¶ 1.4, 1.31.

5 *Class and PAGA Release Period.* The Class and PAGA Release Period ended on June 26, 2025.

6 Harris Decl., Ex. 1 at ¶¶ 1.12, 1.31.

7 **B. Release of Claims**

8 *Scope.* The scope of the release is precise and clear, with all claims based on the facts alleged in
9 the operative FAC.

10 *Class cases which include a PAGA claim.* As the Court’s preliminary approval checklist
11 requires, the Parties have included a separate release for the PAGA claim, tied to the facts alleged in the
12 notices given to the LWDA. There are separate releases for: 1) the Plaintiff; 2) Participating Class
13 Members; and 3) Aggrieved Employees, whether they are Participating Class members or Non-
14 Participating Class Members. Harris Decl., Ex. 1 at ¶¶ 5.1, 5.2, and 5.3.

15 *If PAGA and Class Settlement.* As required by the Court’s preliminary approval checklist, the
16 Release provides an explanation that Aggrieved Employees are releasing claims for civil penalties as
17 alleged in the Operative Complaint and the PAGA Notice. The PAGA release language also specifically
18 makes clear that the Aggrieved Employees are only releasing claims for civil penalties and “are not
19 releasing any of the underlying wage and hour violations themselves.” Harris Decl., Ex. 1 at ¶ 5.3.

20 *Civil Code section 1542 waiver.* In anticipation of receiving a representation award, only
21 Plaintiff has agreed to a Civil Code section 1542 waiver, surrendering, for example, his \$1,500 claims
22 relating to alleged violation of Code sections 226(b) and 1198.5. Harris Decl., Ex. 1 at ¶ 5.1.1. No such
23 waiver applies to any putative Class Members or Aggrieved Employees.

24 *Release Effective Date.* The settlement provides that “[e]ffective on the date when Defendants
25 fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
26 Portion of the Individual Class Payments,” Plaintiff and Class Members will release claims. The releases
27 are not effective until the settlement is fully funded by Defendants. Harris Decl., Ex. 1 at ¶ 5.

28 *Class Data.* The Court’s preliminary approval checklist requests that, if there are confidentiality
provisions, the parties explain why they are in the best interest of the Class and whether they will

1 impede Class Counsel's ability to discharge fiduciary duties. Here, there is a limited confidentiality
2 provision in the settlement agreement, one which requires that, until the Motion for Preliminary
3 Approval is filed, that the settlement remain confidential, save for certain circumstances. Harris Decl.,
4 Ex. 1 at ¶ 12.2. This provision does not impede Class Counsel's ability to discharge their duties as
5 nothing in the agreement prevents adequate Notice of the Settlement to be provided to the class.

6 **C. Monetary Terms of Settlement**

7 *Settlement Amount.* The Settlement Amount is \$1,000,000. There is no payment plan. Within 14
8 days after Defendants fully fund the Gross Settlement Amount, the administrator will mail checks for all
9 individual class payments, all individual PAGA payments, the LWDA PAGA payment, the
10 Administration expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
11 Expenses Payment and the Class Representative Service Payment. Disbursement of the Class Counsel
12 Fees payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
13 Payment shall not precede disbursement of individual class payments and individual PAGA payments.
14 Harris Decl., Ex. 1 at ¶ 4.4. Defendants will fund the Gross Settlement no later than 30 days after the
15 Judgment entered by the Court becomes final. Harris Decl., Ex. 1 at ¶ 4.3.

16 *Deductions from the settlement fund.* Paragraph 3.2 of the Settlement sets forth the proposed
17 payments from the Gross Settlement Amount. After payment of a total PAGA civil penalty of \$50,000,
18 allocated 65% to the California Labor and Workforce Development Agency (\$32,500 [= \$50,000*.65])
19 and 35% to the Aggrieved Employees (\$17,500 [= \$50,000*.35]), administration expenses (not to exceed
20 \$16,500), attorneys' fees (requested \$333,333) and costs (not to exceed \$23,000), as well as the
21 proposed class representative incentive payment of \$10,000 to the Plaintiff, the Remainder is estimated
22 to be approximately \$567,167⁵ Assuming the Court approves the amounts set forth in the Settlement
23 Agreement for the class representative incentive payments, attorneys' fees and costs, costs of claims
24 administration, and the payment for PAGA civil penalties to the LWDA and Aggrieved Employees, the
25 Settlement will result in an estimated average net payment of \$479.84 to each Class Member.⁶

26 ⁵ The Net Settlement Amount of \$567,167 = \$1,000,000 (GSA) - \$50,000 (Gross PAGA) - \$16,500
27 (Administration Expense) - \$333,333 (requested Attorneys' Fees) - \$23,000 (Attorney's Costs) - \$10,000
(Incentive Payment)]. Harris Decl. Ex. 1 at ¶ 3.2.

28 ⁶ The Entire Net Settlement Amount will be paid to the Participating Class Members. With 1,182 Class
members, the average net payment to each Class Member will be \$479.84 (= \$567.167 [Net Settlement

1 The sum of the average net payments represents a reasonable percentage of the estimated total
2 potential verdict value of the Released Claims. Harris Decl. ¶ 28. Counsel concludes that amount is a
3 reasonable result considering that the payment primarily represents penalties. There is a significant risk
4 that Plaintiff's claims may fail, whether at trial or on appeal. The Class Members worked only for a
5 limited portion of the Class Period. There is also a risk that a class would not be certified. Defendants
6 have potential defenses to the late pay and meal and rest period claims. Naranjo, 15 Cal. 5th at 1065.
7 The proposed Settlement will not have any impact on any other cases against Defendants because there
8 are no other known pending cases that assert claims that would be extinguished or adversely affected by
9 the Settlement. Dale Decl., ¶ 4. Therefore, the Settlement Agreement represents a fair, reasonable and
10 adequate resolution of this case.

11 *Subclasses.* There are no subclasses in the proposed settlement.

12 *Attorney Fee Calculation.* Under the settlement, counsel may request up to \$333,333 in
13 attorney's fees. The fee request will be based on a percentage of recovery theory (thirty-three and one
14 third percent), supported by a lodestar cross-check. Harris Decl. Ex. 1 at ¶ 3.2.2. Plaintiff will submit a
15 Motion for Attorney's Fees, Costs and Incentive Awards, to be heard at the Hearing for Final Approval.

16 *Wages and Tax Allocation.* Based upon an analysis of the facts of this Action, Settlement Class
17 Counsel determined that all payments to the Participating Class Members will be treated as follows:
18 Twenty Percent (20%) as interest, sixty percent (60%) as penalties, ten percent (10%) as settlement of
19 claims for reimbursement of expenses and ten percent (10%) as wages. The Claims Administrator shall
20 issue to each Participating Class Member an IRS Form 1099 and W2 (as appropriate) to report each
21 Participating Class Member's cash benefit. Harris Decl. Ex. 1 at ¶ 3.2.4.1.

22 *Reversion.* The settlement does not permit any funds to revert to Defendants. Harris Decl. Ex. 1
23 at ¶ 3.1.

24 *Payment Formula.* Individual class payments will be calculated as follows: (a) dividing the Net
25 Settlement Amount by the total number of Workweeks worked by all Participating Class Members
26 during the Class Period and (b) multiplying the result by each Participating Class Member's

27

Amount/1,182 [Class members]. In addition, the approximately 311 Aggrieved Employees will also
28 receive a pro rata share of the \$17,500 allocated to PAGA penalties [35% of the \$50,000 total PAGA
amount]. The average PAGA payment to Aggrieved Employees will be \$56.27.

1 Workweeks. Harris Decl. Ex. 1 at ¶ 3.2.4. As noted above, the net average recovery per Class Member is
2 approximately \$479.84. The net payment to Participating Class Members represents a significant
3 percentage of the realistic maximum potential verdict value of the claims, a positive result. See Harris
4 Decl., ¶ 28.

5 The administrator will calculate each individual PAGA Payment by “(a) dividing the amount of
6 the Aggrieved Employees’ 35% share of PAGA Penalties (\$17,500) by the total number of PAGA
7 Period Pay Periods worked by a;; Aggrieved Employees during the PAGA Period, and (b) multiplying
8 the result by each Aggrieved Employee’s PAGA Period Pay Periods.” Harris Decl., Ex. 1 at ¶ 3.2.5.1.
9 The average net PAGA Payment to each Aggrieved Employee is approximately \$56.27
10 (=\$17,500/311[persons]).

11 *Nature of Injunctive Relief.* The settlement does not provide for any injunctive relief, yet the
12 specter of similar, future litigation will doubtlessly result in improved defense compliance with the
13 requirement to timely pay all wages.

14 **D. Notice Administration**

15 The Parties used a fair and neutral process in selecting the settlement administrator. The Parties
16 sought bids from experienced, third-party administrators to serve as the Administrator to provide Notice
17 and to administer the process. Harris Decl. ¶ 67. The Parties propose Phoenix Settlement Administrators,
18 the lowest bidder, as administrator for a not to exceed discounted cost of \$16,500. The concurrently filed
19 Declaration of Jodey Lawrence for Phoenix (“Phoenix Decl.”) describes the qualifications of the
20 proposed Settlement Administrator. The Phoenix Declaration describes the settlement administrator’s
21 procedures that are in place to protect the security of class data and adequate insurance. See Phoenix
22 Decl., ¶¶ 9-11 and 13-19.

23 No later than 15 days after the Court grants preliminary approval of the settlement, Defendants
24 will provide the class list to the administrator. Harris Decl., Ex. 1 at ¶ 4.2. Addresses will be updated by
25 the administrator prior to the initial mailing by skip tracing and use of the National Change of Address
26 Registry. Harris Decl., Ex. 1 at ¶¶ 1.10 and 4.4.2.

27 The deadline for the initial issuance of notice to class members is no later than 14 days after
28 receiving the Class Data. Harris Decl., Ex. 1 at ¶ 7.4.2. The proposed Notice will accurately and

adequately describe the Settlement and will inform the members of the Class Members of their right to object to any aspect of it, including the fees to be sought by Class Counsel. Each member of the Class will have sixty (60) days from the date of mailing to request exclusion (plus an additional 14 days for Class Members whose Notice is re-mailed). Harris Decl., Ex. 1 at ¶ 7.4.4. The Notice indicates the specific amount the class member will receive and how the amount was calculated. The method of calculation for the PAGA payment is also included. The releases are also included in the Notice. A copy of the proposed Class Notice is Exhibit A to the Settlement Agreement. See Harris Decl., Ex. 1 at Ex. A pp. 24-34.

The proposed Notice accurately reflects the Court's current social distancing procedures. As of June 28, 2021, social distancing procedures for the Court have been rescinded. The settlement agreement indicates how and when payments will be processed. This procedure has been described above. The allocation of funds is described in Harris Decl., Ex. 1 at ¶ 3.2. The timing of funding and disbursement is set forth in Harris Decl., Ex. 1 at ¶¶ 4.3 – 4.4.5. If any class notice is returned as undeliverable, the administrator must re-mail the notice within 3 business days of receipt to the forwarding address provided by the USPS. If no address is provided, the administrator must conduct an address search. Harris Decl., Ex. 1 at ¶ 7.4.3. Class members who were re-mailed notices will have an additional 14 calendar days to respond, beyond the original sixty-day response deadline. Harris Decl., Ex. 1 at ¶ 7.4.4. The administrator will maintain a website that posts information relevant to Class Members. Harris Decl., Ex. 1 at ¶ 7.8.1. This website will be updated to include any changes to the date, time or location of the Final Approval Hearing. The website will be set up after Preliminary Approval, and the URL for the site will be available at that time.

Notice of final judgment will be posted on the claims administrator's website.

E. Responses to Notice

Class Members have sixty (60) days from the date of mailing of the notice to submit written objections, requests for exclusion or disputes to estimated payments. This time frame will be extended by fourteen (14) days for any class members who are re-mailed notices. The procedures for submitting written objections, requests for exclusion and disputes to one's exclusion from the Class is described in detail in the settlement agreement and in the class notice. See Harris Decl., Ex. 1 at ¶¶ 7.5, 7.6 and 7.7

1 and Harris Decl., Ex. 1, Ex. A at pp. 31 and 32. Pursuant to the Court’s instructions, objections are to be
2 sent to the claims administrator and not filed with the Court. Harris Decl., Ex. 1 at ¶ 7.7.2. The
3 settlement agreement does not include any language prohibiting class members from appearing at the
4 final approval hearing if they did not comply with certain procedures.

5 **F. Cy Pres Distribution**

6 Settlement checks will be valid for at least 180 days. Harris Decl., Ex. 1 at ¶ 4.4.1. There shall
7 be no reversion to Defendants. For any Class Member whose Individual Class Payment check or
8 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
9 transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in
10 the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of Cal.
11 Code Civ. Proc. § 384(b). Harris Decl., Ex. 1 at ¶ 4.4.3.

12 **IV. CONCLUSION**

13 It is respectfully submitted that the \$1,000,000.00 Settlement with Defendants is fair, reasonable,
14 and adequate. The settlement should be approved as achieving nearly 30% of an estimated “realistic”
15 recovery in this case, based on what a jury might find, taking in the possibility of court remittitur.

16 The Court should (1) conditionally certify the Settlement Class, (2) approve the form and method
17 of Notice, (3) approve Alan Harris and Priya Mohan of Harris & Ruble as Class Counsel, (4) approve
18 Plaintiff Eugene Damiano as Class Representative, (5) approve Phoenix Settlement Administrators as
19 the proposed Settlement Administrator, and (6) approve the proposed mechanism for receiving notices
20 of election to opt out of the Settlement. This Court should grant preliminary approval of the Settlement.

21
22 DATED: March 27, 2026



23 Alan Harris
24 *Attorney for Plaintiff*

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PROOF OF SERVICE

I am an attorney for Plaintiff in the within action, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale, California 91203. On March 27, 2026, I served the within documents:

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

Electronic Service: I caused the above-entitled document(s) to be served through Case Anywhere addressed to all parties appearing on the electronic service list for the above-entitled case and on the interested parties in this case:

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JACKSON LEWIS P.C.
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Daniel.Tran@jacksonlewis.com

I declare under penalty of perjury that the above is true and correct. Executed on March 27, 2026, at Los Angeles, California.



Priya Mohan