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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JAMAL GAMBLE, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

AMERIPRIDE SERVICES, INC., an unknown business entity; AMERIPRIDE SERVICES, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2022-00320558-CU-OE-GDS

Honorable Lauri A. Damrell
Department 8B

CLASS ACTION

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

[Declarations of Proposed Class Counsel (Maria Halwadjian and Shaun Setareh); Declaration of Proposed Class Representative (Jamal Gamble); and [Proposed] Order filed concurrently herewith]

Date:	August 21, 2026
Time:	9:00 a.m.
Department:	8B
Complaint Filed:	May 23, 2022
FAC Filed:	August 5, 2026
Trial Date:	None Set

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TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on August 21, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard before the Honorable Lauri A. Damrell in Department 8B of the Superior Court of the State of California, for the County of Sacramento, located at 720 9th Street, Sacramento, California 95814, Plaintiff Jamal Gamble ("Plaintiff" or "Class Representative") will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the parties' Stipulation of Class and PAGA Representative Action Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT B**" to the Declaration of Maria Halwadjian in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Settlement Class for settlement purposes;
- Appointing Plaintiff Jamal Gamble as Class Representative;
- Appointing Joanna Ghosh, Yasmin Hosseini, Selena Matavosian, and Maria Halwadjian of Lawyers *for* Justice, PC, and Shaun Setareh and Roger Ricardez of Setareh Law Group, as Class Counsel;
- Approving the proposed Notice of Settlement, attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving Apex Class Action Administration as the Settlement Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative ruling may be downloaded off the court's website. If the party does not have online access, they may call the dedicated phone number for the department as referenced in the local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing will be held.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Maria Halwadjian and Shaun Setareh) and Proposed Class Representative (Jamal Gamble) in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: August 7, 2026

LAWYERS *for* JUSTICE, PC

By: Maria Halwadjian

Selena Matavosian
Maria Halwadjian
Attorneys for Plaintiff Jamal Gamble

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Jamal Gamble ("Plaintiff" or "Class Representative") seeks preliminary approval of the Stipulation of Class and PAGA Representative Action Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants AmeriPride Services, Inc. and AmeriPride Services, LLC (together, "Defendants"), on the other hand. Subject to approval by the Court, Plaintiff and Defendants (collectively, the "Parties") have agreed to settle the lawsuit for an escalated Gross Settlement Amount of $289,390.00.[1]

Plaintiff also seeks to provisionally certify the following Settlement Class for settlement purposes, which Defendants do not oppose:

> All Drivers who performed work for Defendants in the below listed positions in California during the Class Settlement Period. "Drivers" includes individuals with the following job titles: Customer Service Representative (CSR), Customer Service Representative (CSR)-C, Customer Service Representative (CSR)-H, Lead CSR, Relief CSR, Route Delivery Driver, Route Sales-Commission, Route Sales-Commission (K), Route Sales-Support, Shuttle Driver, and Shuttle Driver-Commercial Drivers' License. ("Settlement Class" or "Settlement Class Members").[2]

Settlement Class Members who do not timely request to be excluded from the Class Settlement ("Participating Class Members") will receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment"). The net payment of each Participating Class

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[1] Settlement Agreement, attached as "**EXHIBIT B"** to Declaration of Maria Halwadjian ("Halwadjian Decl."), § 3.3.1. Defendants identified approximately 22,000 Eligible Workweeks in the Class Settlement Period. In the event that the actual number of Eligible Workweeks in the Class Settlement Period exceeds 22,000 by more than 10% (*i.e.*, more than 24,200 total Eligible Workweeks), then at Defendants' option in its sole discretion, either (a) the Gross Settlement Amount shall increase by the same number of percentage points above 10% that the actual number of Eligible Workweeks exceeds the 22,000 estimate (*e.g.*, if the actual workweeks during the Class Settlement Period are 24,420, which is 11% greater than the estimated number of Eligible Workweeks, then the Gross Settlement Amount will increase by 1% to $141,400); or (b) the Class Settlement Period shall end as of the date the Eligible Workweeks during the Class Settlement Period reach 24,200 Eligible Workweeks ("Alternate End Date"). *See id*., § 3.3.2. Based on the current data provided by Defendants on July 29, 2026, the total estimated Workweeks from March 23, 2018 through August 21, 2026 are 50,022, representing a 106.70% increase from the 24,200 threshold. Defendants have elected to keep the end dates of the Class Period and PAGA Period as the Preliminary Approval Date and to increase the Gross Settlement Amount from $140,000.00 to $289,380.00, or such other increased amount based on the number of Eligible Workweeks as of the Preliminary Approval Date.

[2] *Id*., § 1.43. "Class Settlement Period" is defined as the time period from March 23, 2018 through, and including, the Preliminary Approval Date, or, if applicable, the Alternate End Date, pursuant to Section 3.3.2 of the Settlement Agreement. *See id*., § 1.5.

Member's Individual Settlement Payment will be distributed to Participating Class Members on a *pro rata* basis based upon the number of workweeks that each Settlement Class Member performed work for Defendants in California during the Class Settlement Period as a Settlement Class Member which will be calculated by Defendant based on Defendant's time and payroll records ("Eligible Workweeks").[3]

The Settlement, upon final approval by the Court and funding of the escalated Gross Settlement Amount, will operate to resolve the Released Class Claims of Plaintiff and Participating Class Members and the Released PAGA Claims of the State of California.[4]

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants are a supplier of uniforms and workplace supplies. Plaintiff is a former employee of Defendants.

On May 23, 2022, Plaintiff filed the Class Action Complaint for Damages against Defendants in the Superior Court for the County of Sacramento, thereby commencing the above-captioned lawsuit ("Action").[5]

On July 20, 2022, Defendants filed their Answer to Plaintiff's Class Action Complaint for Damages.[6]

On January 6, 2026, Plaintiff provided written notice by certified mail to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice").[7]

On July 30, 2026, Plaintiff sought leave to file a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), adding a PAGA cause of action.[8]

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[3] Settlement Agreement, §§ 1.12 & 3.4.4.
[4] *Id*., at §§ 3.7.2 & 3.7.3. See *id*. at § 1.37 for the full scope of the "Released Class Claims," *id*. at § 1.38 for the full scope of the "Released PAGA Claims," and *id*. at § 1.39 for the definition of the "Released Parties."
[5] Halwadjian Decl. ¶ 2.
[6] *Id*., ¶ 3.
[7] *Id*., ¶ 4.
[8] *Id*., ¶ 5.

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On August 4, 2026, the Court issued an order granting leave for Plaintiff to file the Operative Complaint.[9]

On August 5, 2026, Plaintiff filed the Operative Complaint.[10]

Plaintiff's core allegations is that Defendants have violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Settlement Class Members, and PAGA Members of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq*., and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq*.). Plaintiff contends that he, and the Settlement Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.[11]

The Parties have actively litigated the Action since it was commenced on May 23, 2022. With on-going settlement negotiations, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.[12]

IV. <u>SUMMARY OF THE SETTLEMENT TERMS</u>

Under the terms of the Settlement, Defendants will pay an escalated Gross Settlement Amount of $289,380.00 to resolve the Action.[13] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the escalated Gross Settlement Amount: (1) attorneys' fees in an amount not to exceed one-third (1/3) of the escalated Gross Settlement Amount (i.e., $96,460.00) if the escalated Gross Settlement Amount

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[9] Halwadjian Decl., ¶ 6.
[10] *Id*., ¶ 7.
[11] *Id*., ¶¶ 16, 31.
[12] *Id*., ¶ 26.
[13] Settlement Agreement, §§ 1.19 & 3.3.1; see, n.1, *supra*.

remains $289,380.00) and litigation costs and expenses in an amount not to exceed $10,000.00 ("Attorneys' Fees and Costs") to Class Counsel; (2) Settlement Administration Costs, which are currently estimated not to exceed $10,000.00 to the Settlement Administrator ("Settlement Administration Costs"); (3) PAGA Payment of $7,000.00 ("PAGA Payment"); and (4) payment in the amount of up to $10,000.00 to Plaintiff ("Enhancement Award").[14] The Parties have agreed to retain Apex Class Action Administration ("Apex" or "Settlement Administrator") to handle the notice and settlement administration process.[15]

The Parties have agreed that the Settlement Administrator will determine each Participating Class Member's share of the available Net Settlement Amount (i.e., Individual Settlement Payment), in accordance with the Settlement Agreement on a *pro rata* per Eligible Workweeks basis, which will be adjusted after Final Approval to reflect the total Eligible Workweeks worked by each Participating Class Member.[16] The Parties have agreed that the Settlement Administrator will determine each PAGA Member's *pro rata* share of the thirty-five percent (35%) portion of the PAGA Payment ("Individual PAGA Payment"), in accordance with the Settlement Agreement on a *pro rata* per Eligible Pay Periods basis.[17]

The Parties agree, for purposes of this Settlement, that Individual Settlement Payments will be allocated 33% to wages subject to withholdings and 67% to penalties and interest.[18] The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment, and issue checks to Participating Class Members for their Individual Settlement Payments. Each Individual PAGA Payment will be allocated as 100% penalties and will not be subject to withholdings.[19] Defendants will pay the employer's portion of payroll taxes, including FICA and FUTA, on the portion of each Individual Settlement Payment allocated as unpaid wages in addition to the escalated Gross Settlement Amount.[20]

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[14] Settlement Agreement, §§ 3.4.1, 3.4.2, 3.4.3 & 3.4.5.
[15] *Id.*, § 1.42.
[16] *Id.*, § 3.4.4.
[17] *Id.*, §§ 1.20 & 3.4.5.
[18] *Id.*, § 3.5.1.
[19] *Id.*, § 3.5.2.
[20] *Id.*, § 3.3.1.

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Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance, and thereafter, shall be cancelled.[21] Thereafter, funds from uncashed Individual Settlement Payment and/or Individual PAGA Payment checks shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of each Class Member and/or PAGA Member to whom the checks were issued.[22]

Any Settlement Class Member may request to be excluded from the Class Settlement by mailing a written request to be excluded from the Class Settlement to the Settlement Administrator ("Opt-Out Request") postmarked on or before the date that is sixty (60) calendar days after the Settlement Administrator mails the Notice of Settlement to Settlement Class Members ("Response Deadline").[23] PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.[24]

Only Settlement Class Members who have not submitted an Opt-Out Request (i.e., Participating Class Members) may object to the Class Settlement by submitting a written objection ("Objection") to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written objection.[25]

In order to dispute the number of Eligible Workweeks and/or Eligible Pay Periods attributable to an individual Class Member and/or PAGA Member, that Class Member and/or PAGA Member must submit a written letter to the Settlement Administrator and include copies of any supporting evidence they may have.[26]

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

[21] Settlement Agreement, § 4.10.
[22] *Id.*, § 4.10
[23] *Id.*, §§ 1.40 & 4.3.1.
[24] *Id.*, § 4.3.1.
[25] *Id.*, § 4.4.
[26] *Id.*, § 4.5.

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

V. <u>THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT</u>

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk*, 48 Cal.App.4th at 1800. To make this fairness determination, courts must consider several relevant factors, including "the strength of the Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts must give "proper deference to the private consensual decision of the parties." *Hanlon*,

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150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba* 91 Cal.App.4th at 245. "A presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Id*.; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.

The Parties have actively litigated the Action since it commenced on May 23, 2022. Both sides investigated the veracity, strength, and scope of the claims throughout the case, and Class Counsel was actively preparing the matter for class certification and trial.[27]

Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data from Plaintiff, Defendants, and other sources.[28] Class Counsel propounded multiple sets of formal written discovery requests onto Defendants (specifically, Form Interrogatories - General (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One)), and served notices of deposition of Defendants' Persons Most Knowledgeable designees regarding organizational structure, along with a request for production of documents.[29] Class Counsel also reviewed and analyzed Defendants' responses, supplemental responses, and objections to written discovery requests and the deposition notices, as well as documents produced by Defendant in discovery.[30] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, a sampling of Plaintiff's and other Settlement Class Members' time data and pay records, Defendants' Employee Handbook, internal memoranda,

[27] Halwadjian Decl., ¶ 26.
[28] *Id*., ¶¶ 26-27.
[29] *Id*., ¶ 27.
[30] Ibid.

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employment offer, job descriptions, collective bargaining agreement, company policy acknowledgements (including, but not limited to, Employee Acknowledgments, Hazard Communication, Meal/Rest Break Daily Acknowledgments, Training Acknowledgments, Receipt of Onboarding Training Book, Employee Handbook Acknowledgment, Acknowledgment of Receipt of Policies, Receipt of Workers Compensation Network Information, Receipt of Meal Break policies, and Employee Performance notices), procedures (including, but not limited to, Employee Warning Report) and policies (including, but not limited to, Meal Premium policies), among other information and documents.[31] Class Counsel had the opportunity to interview Plaintiff and other Settlement Class Members to gather facts and to identify potential witnesses.[32] In addition, Class Counsel have extensive experience in California wage-and-hour class actions.[33]

The Parties engaged in extensive settlement negotiations.[34] Prior to the settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, business expense reimbursement, meal and rest periods and associated premium pay, recordkeeping, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.[35] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[36] Arriving at a settlement that was acceptable to all Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.[37] After conducting investigations, formal and informal discovery, and extensive settlement

[31] Halwadjian Decl., ¶ 27.
[32] Ibid.
[33] *Id*., ¶¶ 18-24; Declaration of Shaun Setareh in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Setareh Decl."), ¶¶ 3-6.
[34] Halwadjian Decl., ¶ 26.
[35] Ibid.
[36] Ibid.
[37] Ibid.

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negotiations, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.[38]

B. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement represents a fair, adequate, and reasonable resolution of the matter.[39] The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the informal exchange of information.[40] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue.[41] Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Settlement Class.[42]

Assuming that the Attorneys' Fees and Costs, Enhancement Award, PAGA Payment, and Settlement Administration Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be $133,460.00.[43] Additionally, thirty-five percent (35%) of the PAGA Payment, which is $2,450.00 out of $7,000.00, will be distributed to the PAGA Members, for their respective portion of the Individual PAGA Payments.[44] The entire Net Settlement Amount will be fully paid out to the Participating Class Members, in accordance with the Settlement Agreement.

The amount of each Participating Class Member's Individual Settlement Payment and each PAGA Member's Individual PAGA Payment will be calculated based on his or her Eligible Workweeks and/or Eligible Pay Periods during the Class Settlement Period and PAGA Settlement Period, respectively.[45] "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class

[38] Halwadjian Decl., ¶ 26.
[39] Ibid.
[40] *Id.*, ¶¶ 26-27.
[41] *Id.*, ¶ 35.
[42] *Id.*, ¶ 37.
[43] *Id.*, ¶ 9; see, n.1, *supra*.
[44] Ibid.
[45] Settlement Agreement, §§ 3.4.4, 3.4.5.

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counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Eligible Workweeks and/or Eligible Pay Periods actually worked for Defendants during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Settlement Class Members, PAGA Members, and the State of California.[46] Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg,* §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. The Settlement Is of Significant Value.

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive formal and informal discovery and exchanged a large volume of documents, data, and information.[47] The information that Class Counsel obtained from Plaintiff, Defendants, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendants' defenses thereto.[48] As outlined in the Declaration of Maria Halwadjian, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.[49]

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Settlement Class for settlement purposes only.[50] California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is

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[46] Halwadjian Decl., ¶¶ 26, 28, & 37.
[47] *Id.*, ¶ 27.
[48] *Id.*, ¶ 35(a)-33(j).
[49] *Id*.
[50] Settlement Agreement, § 3.2.

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impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

A. The Settlement Class Is Ascertainable and Sufficiently Numerous.

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*." *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. "A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Settlement Class here is estimated to be approximately 382 individuals, which is sufficiently numerous.[51] Further, all Settlement Class Members can and will be identified by Defendants to the Settlement Administrator through a review of Defendants' employment records regarding hourly-paid or non-exempt employees in California during the Class Settlement Period. As such, the Settlement Class is ascertainable.

B. The Settlement Class Members Share a Well-Defined Community of Interest.

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class." *Sav-On*, *supra*, 34 Cal.4th at 326. "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." *Capitol People First v. Dep't of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant's internal policies and "pattern and practice . . . in order to assess whether

[51] Halwadjian Decl., ¶ 13.

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that common behavior toward similarly situated Plaintiff renders class certification appropriate." *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Action. Based on the documents and information obtained through formal and informal discovery and exchange of information in the case, Plaintiff contends that Settlement Class Members performed similar job duties and were subject to uniform operations and employment policies, practices, and procedures during the Class Settlement Period, including payroll and recordkeeping practices.[52] As a result, Plaintiff claims that all of the Settlement Class Members were uniformly not paid all compensation due to them from Defendants during the time period at issue. Plaintiff maintains that the outcome of this litigation would be determined by Defendants' alleged uniform operations and employment policies and procedures that applied across its employees who worked as "Drivers" in California during the Class Settlement Period.

As a member of the Settlement Class who was subject to these same policies, practices, and procedures, Plaintiff's claims are typical of the Settlement Class. Moreover, Plaintiff has no interests adverse to the Settlement Class. Plaintiff has taken steps to initiate and maintain this action and to ensure that it comes to a fair and reasonable resolution.[53] Importantly, Plaintiff has retained law firms well-versed in wage and hour class actions, which have at all times represented the best interests of Plaintiff and the Settlement Class.[54]

Accordingly, the proposed Settlement Class shares a community of interest, and the Court should certify the Settlement Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS' FEES AND COSTS

Class Counsel have litigated the matter for over three (3) years and were actively preparing the matter for class certification and trial.[55] The ongoing work has been extensive,

[52] Halwadjian Decl., ¶ 16.
[53] Declaration of Jamal Gamble in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Gamble Decl."), ¶ 7.
[54] Halwadjian Decl., ¶¶ 18-24.
[55] *Id.*, ¶ 26.

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demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a large volume of documents and data[56] and also interviewed and obtained information from Plaintiff and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendants' counsel regarding the pleadings and the production of documents.[57] Counsel for the Parties also engaged in extensive settlement discussions.[58]

Class Counsel are well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Settlement Class.[59]

The Settlement establishes an escalated Gross Settlement Amount of $289,380.00, and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount not to exceed one-third (1/3) of the escalated Gross Settlement Amount (i.e., $96,460.00 if the escalated Gross Settlement Amount remains $289,380.00), and reimbursement of actual costs and expenses in an amount up to $10,000.00.[60] The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that Class Counsel dedicated to the case, (3) the skill and determination that Class Counsel have shown, (4) the results that Class Counsel have achieved throughout the litigation, (5) the value of the Settlement that Class Counsel have achieved for the Settlement Class Members, PAGA Members, and the State of California, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Notice of Settlement provides Settlement Class Members notice that an award of the Attorneys' Fees and Costs will be sought, and the amount allocated toward the Attorneys' Fees and Costs by the Settlement.[61]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*

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[56] Halwadjian Decl., ¶ 27.
[57] *Id.*, ¶ 27.
[58] *Id.*, ¶ 26.
[59] *Id.*, ¶¶ 18-24; & Setareh Decl., ¶¶ 3-6.
[60] Settlement Agreement, § 3.4.2; see, n.1, *supra*.
[61] *Id.*, Exh. 1.

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Beneficial Cal., Inc. (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50.

The California Supreme Court has confirmed the propriety of calculating and awarding attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the position that while "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of fund method survives in California." *Id*. (internal quotation marks omitted).

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

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Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[62]

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff's Motion for Final Approval of the Settlement and application for the Attorneys' Fees and Costs at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement are well within the range of reasonableness for preliminary approval.

VIII. THE PROPOSED NOTICE OF SETTLEMENT IS ADEQUATE

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177). "Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004).

The proposed Notice of Settlement describes the Settlement, the deadlines and procedures to submit an Objection to the Class Settlement, submit an Opt-Out Request from the Class Settlement, and/or dispute regarding Eligible Workweeks and/or Eligible Pay Periods, and the date and time set for the Final Approval Hearing.[63] The proposed Notice of Settlement summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.[64] The proposed Notice of Settlement recognizes that the Court has not yet granted final approval of the settlement.[65] The proposed Notice of Settlement also apprises the Settlement Class Members and PAGA Members of, *inter alia*, how their Individual Settlement Payment and if applicable, their Individual PAGA Payment is calculated and the

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[62] Halwadjian Decl., ¶ 10.
[63] Settlement Agreement, Exh. 1.
[64] Ibid.
[65] Ibid.

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number of Eligible Workweeks and/or Eligible Pay Periods credited to them.[66] The proposed Notice of Settlement fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39.

Thus, the proposed Notice of Settlement satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Notice of Settlement.

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR

The Parties have selected Apex Class Action Administration as the Settlement Administrator. Within fourteen (14) calendar days of receipt of the Class Data, the Settlement Administrator will send via United States first class mail the Notice of Settlement to the Settlement Class Members.[67] If any Notice of Settlement is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace using that Settlement Class Member's Social Security Number within three (3) court days of receiving the undeliverable notice in an effort to attempt to ascertain the current address of the Settlement Class Member.[68] If such an address(es) is ascertained, the Settlement Administrator shall re-mail the Notice of Settlement within three (3) court days of obtaining the skip-trace results.[69] In the case of a re-mailed Notice of Settlement, the Response Deadline will be extended by fourteen (14) calendar days from the initial Response Deadline.[70] The Administrator will receive and process Opt-Out Requests, Objections, and any disputes to Eligible Workweeks and/or Eligible Pay Periods.[71] In addition, the Settlement Administrator will be responsible for printing, distributing, and tracking Notices of Settlement and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary

[66] Settlement Agreement, Exh. 1.
[67] *Id.*, § 4.2.2.
[68] Ibid.
[69] Ibid.
[70] *Id.*, § 1.40.
[71] *Id.*, §§ 4.3, 4.4, & 4.5.

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reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.[72] The Settlement Administration Costs are currently estimated to be $10,000.00 and will be paid out of the escalated Gross Settlement Amount, subject to approval by the Court.[73] Accordingly, Plaintiff respectfully requests that the Court appoint Apex Class Action Administration as the Settlement Administrator and direct the mailing of the Notice of Settlement to the Class Members and PAGA Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

XI. CLASS REPRESENTATIVE ENHANCEMENT AWARD

Plaintiff respectfully requests that the Court appoint him as the Class Representative and preliminarily approve the Enhancement Award in an amount up to $10,000.00.[74] It is within the Court's discretion to award payment to a Class Representative for his efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make an Enhancement Award include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id*.

The Enhancement Award is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations, including and not limited to, Plaintiff working with Class Counsel to prepare for and attend his full-day deposition and providing responses and supplemental responses to Defendants' discovery requests.[75] Plaintiff was available whenever Class Counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.[76] Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award for his services on behalf of

[72] Settlement Agreement, ¶¶ 3.4.3, 4.6, 4.9.3, 4.9.4, & 4.10.
[73] *Id.*, § 3.4.3.
[74] *Id.*, § 3.4.1.
[75] Halwadjian Decl., ¶ 11; Gamble Decl., ¶¶ 3-5.
[76] Ibid.

the Settlement Class, PAGA Members, and the State of California, in addition to his individual settlement payment.

XII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Preliminary Approval of the Settlement; conditionally certify the Settlement Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC and Setareh Law Group as Class Counsel; appoint Plaintiff Jamal Gamble as Class Representative; appoint Apex as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Costs, Enhancement Award, PAGA Payment, and Settlement Administration Costs; approve the proposed Notice of Settlement; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately six (6) months.

Dated: August 7, 2026

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