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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JUDITH CORONA, an individual, on behalf of herself, the State of California, as a private attorney general, and on behalf of all others similarly situated,

Plaintiff,

v.

DISH 'N DASH, INC., a California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 23CV419355

Plaintiff's Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement

[*Filed Concurrently with Plaintiff's Notice of Motion and Motion for Attorneys' Fees and Costs*]

Date:	September 10, 2025
Time:	1:30 p.m.
Dept.:	19
Judge:	Hon. Theodore C. Zayner
Complaint Filed:	July 18, 2023
Trial Date:	None Set

<u>NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL</u>

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 10, 2025, at 1:30 p.m., or as soon thereafter as the matter may be heard, in Department 19 of the Santa Clara County Superior Court for the State of California, located at the Downtown Superior Court, 191 North First Street, San Jose, CA 95113, before the Honorable Theodore C. Zayner, Plaintiff Judith Corona ("Plaintiff"), on behalf of herself, the State of California, as a private attorneys general, and on behalf of all others similarly situated, will and hereby does move this court for entry of an order:

1. Finally certifying the class, as defined in the *Settlement Agreement and Release of Class Action* (the "Settlement Agreement") between Plaintiff and Defendant Dish 'N Dash, Inc. ("Defendant") (collectively, the "Parties"), for the purpose of settlement pursuant to California Code of Civil Procedure section 382 and California Rules of Court, rule 3.769;

2. Finally appointing Plaintiff Judith Corona as class representative for purposes of settlement;

3. Finally appointing Jonathan Melmed, Kyle D. Smith, and Rachel Jo of Melmed Law Group P.C. as class counsel for purposes of settlement;

4. Finding that the notice of the settlement was properly provided to the class members in accordance with the Court's *Order Granting Preliminary Approval of Class Action Settlement*;

5. Finally approving the settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement and the *Joint Stipulation to Amend Settlement Agreement* ("Settlement Amendment"), including payment by Defendant of the non-reversionary gross settlement amount of $700,000.00 ("Gross Settlement Amount");

6. Finally approving the allocation of attorneys' fees from the Gross Settlement Amount in the amount of one-third of the Gross Settlement Amount (i.e., $233,333.33), plus necessary litigation costs in the amount of $13,000.00 (as requested in *Plaintiff's Notice of Motion and Motion for Attorneys' Fees and Costs* concurrently filed herewith);

7. Finally approving class representative service payment to Plaintiff in the amount of $10,000.00 from the Gross Settlement Amount to compensate her for the responsibilities, time, effort,

and risks involved in coming forward on behalf of the proposed class as well as her general releases which are broader than the release of the proposed class;

8. Finally approving Phoenix Class Action Administration Solutions (the "Settlement Administrator") as the settlement administrator and approving distribution of $10,000.00 from the Gross Settlement Amount to cover the Settlement Administrator's expenses in administering the settlement;

9. Finally approving the allocation of $25,000.00 for penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, of which 75% (i.e., $18,750.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA") from the Gross Settlement Amount, with the remaining 25% (i.e., $6,250.00) payable to the aggrieved employees;

10. Binding all participating class members to the terms of the Settlement Agreement and Settlement Amendment, including the release specified therein; and

11. Retaining jurisdiction to enforce the Settlement Agreement and Settlement Amendment.

This motion is based on this Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement; the Memorandum of Points and Authorities in support thereof; the declaration of Plaintiff's counsel Jonathan Melmed; the declaration of the Settlement Administrator; the Settlement Agreement; the Settlement Amendment; the other records, pleadings, and papers filed in this action; and upon such other evidence or argument as may be presented to the court at the hearing of this motion.

Dated: August 18, 2025

MELMED LAW GROUP P.C.

KYLE D. SMITH
Attorney for Plaintiff, the Preliminarily-Certified Class, and the Aggrieved Employees

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES

RULES

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion seeks final approval of a wage-and-hour class and representative action settlement between Plaintiff Judith Corona ("Plaintiff") and Defendant Dish 'N Dash, Inc. ("Defendant") (collectively, the "Parties") for $700,000.00 (the "Gross Settlement Amount"). A true and correct copy of the *Settlement Agreement and Release of Class Action* (the "Settlement Agreement") is attached as **Exhibit A** to the concurrently filed *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement* ("Melmed FAM Decl."). A true and correct copy of the *Joint Stipulation to Amend Settlement Agreement and Release of Class Action* is attached as **Exhibit B** to the Melmed FAM Decl. The Settlement Agreement, in its entirety, is incorporated herein by reference. The Settlement Agreement contains two elements:

PAGA Settlement: A settlement pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), for which Plaintiff represents a group of approximately 352 aggrieved employees on behalf of the State of California as private attorney generals pursuant to PAGA. (See Declaration of Yami Burns on Behalf of Phoenix Class Action Administration Solutions Regarding Class Notice and Settlement Administration ("Admin. Decl."), ¶ 13.) The "PAGA Period" for these purposes is defined as the period from July 18, 2022, through July 10, 2024. (Settlement Agreement, at p. 8.) The "Aggrieved Employees" or "PAGA Settlement Class," for these purposes, are defined as: "all individuals who are or were employed by Defendant as non-exempt employees in California during the PAGA Period." (Settlement Agreement, at p. 8.)

Class Settlement: A class action settlement for which Plaintiff represents a group of approximately 605 putative class members defined as: "all individuals who are or were employed by Defendants as non-exempt employees in California during the Class Period." (Admin. Decl., ¶ 5; Settlement Agreement, at p. 10.) These employees are referred to individually as the "Class Members" or collectively as the "Class." The "Class Period" for these purposes is defined as the period from July 18, 2019, through July 10, 2024. (Settlement Agreement, at p. 4.)

On March 12, 2025, this Court granted preliminary approval of the Settlement Agreement. On April 9, 2025, Phoenix Class Action Administration Solutions (the "Settlement Administrator") mailed

Notice of Proposed Class Action Settlement (the "Class Notice") to all 605 putative Class Members contained in the data provided by Defendant. (Admin. Decl., ¶ 5.) A copy of the Class Notice is attached to Admin. Decl. as **Exhibit A**.

If the Court grants final approval, the "Net Settlement Amount" of at least **$433,666.67**, will be distributed to participating Class Members, the California Labor and Workforce Development Agency ("LWDA"), and the Aggrieved Employees:

Gross Settlement Amount	**$700,000.00**
Attorneys' Fees	($233,333.33)
Litigation Costs	($13,000.00)
Settlement Administration Costs	($10,000.00)
Service Award	($10,000.00)
Net Settlement Amount	**$433,666.67**

Net Settlement Amount	**$433,666.67**
To Class Members:	$408,666.67
PAGA Payment to LWDA (*75% of $25,000*):	$18,750.00
PAGA Payment to Aggrieved Employees:	$6,250.00

Class Participation	
Eligible Class Members:	**605**
Requests for Exclusion:	0
Objectors:	0
Participating Class Members:	605
Total Participation Rate:	100%

Relevant Supplemental Data	
Number of Aggrieved Employees:	352
Workweeks during the Class Period:	37,103
Pay Periods during the PAGA Period:	9,297
Highest Payment to Class Members:	$2,862.13
Average Payment to Class Members:	$675.48
Highest Payment to Aggrieved Employees:	$47.88
Average Payment to Aggrieved Employees:	$16.03
Class Counsel Fee Request:	⅓ of the Gross Settlement Amount
Percent of Class Payments Attributable to Unpaid Wages (W-2 Income):	20%
Percent of Class Payments Attributable to Non-Wages (1099 Income):	80%

The Settlement Agreement is an excellent result for the Class, which is demonstrated by the extraordinarily high participation rate of **100%**. (Admin. Decl., ¶ 10.) To date, *zero* Class Members have submitted objections to the Settlement Agreement and *zero* Class Member have requested exclusion. (Admin. Decl., ¶¶ 7–8.) These numbers evidence an overwhelmingly positive response from the Class Members regarding the substance of the Settlement Agreement, confirming that the Settlement Agreement is in the Class's best interest. (Melmed FAM Decl., ¶ 5.) Further, these numbers raise a strong presumption that the Settlement Agreement is fair, reasonable, and adequate.

Based on the foregoing, Plaintiff respectfully requests that the Court grant final approval of the Settlement Agreement.

II. <u>BACKGROUND</u>

A. PROCEDURAL SUMMARY

On July 18, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA") to notify the LWDA, pursuant to PAGA, of Plaintiff's intent to seek civil penalties against Defendant for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2084, and California Industrial Welfare Commission Wage Orders Wage Order 4-2001 (the "Applicable Wage Order"). (Melmed Decl., ¶ 12.) The letter attached Plaintiff's original complaint, and incorporated the original complaint by reference, and thus sought penalties for claims identical to those alleged in the case. For the Court's reference, a copy of Plaintiff's letter to the LWDA is attached as **Exhibit C** to the concurrently filed Declaration of Jonathan Melmed.

On July 18, 2023, Plaintiff commenced this action by filing a class action complaint alleging causes of action against Defendant for **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Orders; **(2)** failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Orders; **(3)** failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Orders; **(4)** failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Orders; **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210; **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; **(8)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; **(9)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and **(10)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). (Melmed FAM Decl., ¶ 13.)

On September 21, 2023, Plaintiff filed a first amended complaint alleging causes of action against Defendant for those described in the original Complaint and adding one cause of action for penalties based on the foregoing pursuant to PAGA. (Lab. Code, §§ 2698–2699.6.) The first amended complaint is the operative complaint in the action (the "Operative Complaint"). (Melmed FAM Decl., ¶ 14.)

Thereafter, the Parties agreed to attend a private mediation with James Johnston. (Melmed FAM Decl., ¶ 15.) Prior to the mediation, Plaintiff's counsel conducted significant informal discovery. (Melmed FAM Decl., ¶ 15.) Discovery, investigation, and prosecution has included, among other things, numerous telephonic conferences with Plaintiff; inspection and analysis of hundreds of pages of documents, including Defendant's relevant policies, and other information produced by Plaintiff and Defendant; analysis of work-related data from a sample of Class Members and Aggrieved Employees; an analysis of the legal positions taken by Defendant; investigation into the viability of class treatment of the claims asserted in the action; analysis of potential class-wide damages, including information sufficient to understand Defendant's potential defenses to Plaintiff's claims; research of the applicable law with respect to the claims asserted in the Operative Complaint and the potential defenses thereto; and assembling and analyzing of data for calculating damages. (Melmed FAM Decl., ¶ 15.)

Among other key pieces of information, Plaintiff's counsel requested, and Defendant produced, the wage statements and time records for a statistically significant sample size of Class Members during the Class Period. (Melmed FAM Decl., ¶ 16.) From these records, Plaintiff's expert was able to carefully craft a damages model for each of the categories of alleged claims for which the data would reflect violations. (Melmed FAM Decl., ¶ 16.)

On July 10, 2024, the Parties participated in a full-day mediation with James Johnston who is a full-time mediator with extensive experience in California wage and hour class action lawsuits. (Melmed FAM Decl., ¶ 17.) The mediation negotiations were contentious, but the Parties were eventually able to reach the broad terms of an agreement. (Melmed FAM Decl., ¶ 17.) After further negotiation, the Parties executed the longform Settlement Agreement now before the Court for approval. (Melmed FAM Decl., ¶ 17.)

On March 5, 2025, the Parties filed the *Joint Stipulation to Amend Settlement Agreement* ("Settlement Amendment") to amend the Settlement Agreement to strike Section 8.8 and replace it with language that appointed the Katharine & George Alexander Community Law Center as the *Cy Pres* recipient pursuant to Code of Civil Procedure, section 384. (Melmed FAM Decl., ¶ 18.)

On March 12, 2025, Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") was granted. (See Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order" or "PAM Order").)

The matter is now before this court for final approval.

B. THE CLAIMS AND DEFENSES

Plaintiff alleged several categories of wage-and-hour violations on behalf of the Class and Aggrieved Employees. The details and settlement value of each of these claims, and their corresponding defenses, were discussed extensively in the Plaintiff's Motion for Preliminary Approval and its accompanying papers, the discussion of which is incorporated by reference herein, and which, for the sake of brevity, Plaintiff will avoid belaboring in this motion. (See Motion for Preliminary Approval, at pp. 5–14.)

Defendant has persistently denied all liability of any kind associated with the claims and allegations and further denied that the Class Members are entitled to any relief. Defendant also denied that these allegations are appropriate for class or representative treatment for any purpose other than the settlement. Defendant maintains, among other things, that it has complied with California laws in all respects. (Melmed FAM Decl., ¶ 27.)

C. SUMMARY OF THE SETTLEMENT AGREEMENT

Under the terms of the Settlement Agreement, Defendant will be released of all claims asserted in the Complaint in exchange for Defendant's agreement to pay a non-reversionary Gross Settlement Amount of $700,000.00. (See generally, Settlement Agreement.) The amount to be paid by Defendant includes: **(1)** the fees and expenses of the Settlement Administrator in the amount of $10,000.00 (Admin. Decl., ¶ 11); **(2)** Plaintiff's counsel's attorney fees of one-third of the Gross Settlement Amount, i.e., $233,333.33 (Settlement Agreement at p. 17); **(3)** litigation expenses and costs of $13,000.00 (Settlement Agreement, at p. 17; Melmed FAM Decl., ¶ 39, Exh. D); **(4)** a service award of $10,000.00 (Settlement Agreement, at p. 14); **(5)** payment to the LWDA of $18,750.00 for its 75% share of the settlement for civil penalties pursuant to PAGA (Settlement Agreement, at p. 15); and **(6)** payment to the Aggrieved Employees of $6,250.00 for their 25% share of the settlement for civil penalties pursuant to PAGA (Settlement Agreement, at p. 15). The remaining amount, which consists of approximately $408,666.67 less applicable taxes, will be distributed to the Class Members. (Admin. Decl., ¶ 11.)

Individual payments to the Class Members from the class-portion of the settlement will be calculated and apportioned based on the number of weeks worked as an eligible Class Member in California by the participating Class Member during the Class Period. (Settlement Agreement, at p. 23.) Individual payments to the Aggrieved Employees from the PAGA-portion of the settlement (i.e., the portion not being sent to the LWDA), will be calculated and apportioned based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period compared to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement Agreement, at pp. 23–24.)

For tax purposes, the Settlement Agreement provides that 20% will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue and 80% will be allocated to alleged unpaid penalties and alleged unpaid interest for which IRS Form 1099 will issue. (Settlement Agreement, at pp. 15–16.) With respect to the individual payments made under the PAGA-portion of the Settlement Agreement, all such payments will be paid from the net PAGA settlement amount, after the required payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue. (Settlement Agreement, at p. 16.)

Participating Class Members will have 180 days to cash their settlement checks. (Settlement Agreement, at p. 25.) If a Class Member fails to cash his/her check by the deadline, then the Settlement Administrator shall distribute such funds to the Katharine & George Alexander Community Law Center (Settlement Amendment, ¶ 1; PAM Order, ¶ 4.)

III. <u>NOTICE TO THE CLASS MEMBERS</u>

Pursuant to this Court's Preliminary Approval Order, the Settlement Administrator has fully completed distributing the Class Notice, as the deadline to respond passed on May 26, 2025. (Admin. Decl., ¶¶ 7–9.) The Settlement Administrator was tasked with, among other things: **(1)** preparing, translating, printing, and mailing the *Notice of Proposed Class Action Settlement and Share Form* ("Class Notice"); (**2)** responding to inquiries from Class Members; **(3)** calculating the number of Workweeks each Class Member worked during the period from July 18, 2019 to July 10, 2024 ("Class Period") and the number of PAGA Pay Periods that each Aggrieved Employee worked during the time period from July 18, 2022 to July 10, 2024 ("PAGA Period"); **(4)** determining the validity of letters indicating a request to be excluded from the Class Notice ("Requests for Exclusion"), written objections to the Class Notice ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; **(5)** calculating the Net Settlement Amount and the Individual Class Payments to Participating Class Members; **(6)** calculating and issuing the Individual Settlement Payments and distributing them to Participating Class Members and Individual PAGA Payments to PAGA Members; **(7)** issuing the payment to Class Counsel for Attorney's Fees and Costs Award, Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and **(8)** such other tasks as set forth in the Class Notice or as the Parties mutually agree or as the Court orders. (Admin. Decl., ¶ 2.)

On March 27, 2025, the Settlement Administrator received the class data list from Defendant's counsel. (Admin. Decl., ¶ 3.) On April 9, 2025, the Settlement Administrator mailed the Court-approved notice to all 605 Class Members contained in the data provided by Defendant. (Admin. Decl., ¶ 5.) The deadline for the 605 Class Members in the class data list to submit an opt-out request, objection, or dispute of workweeks was May 26, 2025. (Admin. Decl., ¶¶ 7–9.)

The Settlement Administrator has received ***zero*** objections from the Class Members, and ***zero*** Class Members requested exclusion (Admin. Decl., ¶¶ 7–8.) Thus, the Settlement Administrator is reporting a **100% participation rate**—an overwhelmingly favorable response to a Settlement. "[T]he absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members." (*In re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1043, quoting *National Rural Telecommunications Cooperative v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 529; *Moore v. PetSmart, Inc.* (N.D. Cal., Aug. 4, 2015, No. 5:12-CV-03577-EJD) 2015 WL 5439000, at *7, *aff'd* (9th Cir. 2018) 728 Fed. Appx. 671 [finding that where "less than one percent either opted out or objected, the reaction of the putative class has been very positive. Therefore, this factor strongly favors settlement."].)

IV. <u>THE COURT SHOULD FINALLY APPROVE THE SETTLEMENT AGREEMENT</u>

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

The law favors settlements. (*Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1382.) This is particularly true in class actions where substantial resources can be conserved by avoiding the time, cost, and risk of formal litigation. (See *Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th 1037, 1054 ["Public policy favoring settlement is especially weighty for class actions. [Citations]. Settlement of class actions is encouraged precisely because they 'consume substantial judicial resources and present unusually large risks for the litigants.'"], quoting *In re General Motors Corp. Pick-Up Truck Fuel Tank Products Liability Litigation* (3d Cir. 1995) 55 F.3d 768, 805.) However, a class action may not be dismissed, compromised, or settled without the Court's approval. (Cal. Rules of Court, rule 3.769(a).) This requirement exists to prevent fraud, collusion, or unfairness to the class and to ensure that their rights are given due regard by the negotiating parties. (*Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578–579; *Officers for Justice v. Civil Service Com'n of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 624.) The California Rules of Court set forth the procedures for court approval of a class action settlement: **(1)** the Court preliminarily approves the settlement; **(2)** class members receive notice as directed by the Court; and **(3)** the Court conducts a final approval hearing to inquire into the fairness of the proposed settlement. (See Cal. Rules of Court, rule 3.769(c), (e)–(g).)

The trial court enjoys broad discretion to determine whether a proposed class action settlement is fair. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) The decision to approve or reject a proposed settlement lies within the Court's sound discretion. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235.) In deciding whether to grant final approval, the Court's ultimate duty is to determine whether the settlement is fair, adequate, and reasonable. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 [setting forth the "fair, adequate, and reasonable" standard], citing *Officers for Justice v. Civil Service Com'n of City and County of San Francisco*, *supra*, 688 F.2d 615, 625; see also *Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742–743 [a trial court must approve a class action settlement agreement, but only after determining that it is "'fair, adequate and reasonable,'" considering factors such as the "'risk, expense, [and] complexity'" of continued litigation], citations omitted.) The Court should consider several factors including, but not limited to:

> "[T]he strength of Plaintiffs' 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 views of counsel, . . . and the reaction of the class members to the proposed settlement." (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801.)

The above factors are not exclusive, "the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) In doing so, the Court must give due "regard to what is otherwise a private consensual agreement between the parties." (*Ibid.*; see also *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.) The inquiry is limited "to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties . . . ." (*Officers for Justice v. Civil Service Com'n of City and County of San Francisco, supra*, 688 F.2d 615, 625.)

As will be explained by applying the above factors, the proposed settlement embodies all key features of a settlement that is fair, reasonable, adequate, and in the best interests of the members of the class, and, as such, meets all the criteria necessary for final approval.

B. THE SETTLEMENT IS ENTITLED TO A PRESUMPTION OF FAIRNESS

A presumption of fairness exists where, as here: "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Dunk v. Ford Motor Co., supra*, 48 Cal.App.4th 1794, 1802; see also *In re Microsoft I-V Cases*, *supra*, 135 Cal.App.4th 706, 723.)

Here, the Settlement Agreement was negotiated at arm's length between counsel using a professional and well-respected third-party neutral. (Melmed FAM Decl., ¶ 31.) Counsel for all parties were thoroughly familiar with the complex legal and factual questions at issue in this litigation. (Melmed FAM Decl., ¶ 31.) The Settlement Agreement is a product of intensive negotiations, supported by investigation and direct exchanges of information through informal discovery, settlement negotiations that included a full-day mediation, and significant post-mediation negotiations. (Melmed FAM Decl., ¶ 31.) Though cordial and professional, the settlement negotiations were adversarial and non-collusive in nature. (Melmed FAM Decl., ¶ 31.)

The Parties thoroughly investigated and evaluated the factual and legal strengths and weaknesses of this case before reaching the settlement. (Melmed FAM Decl., ¶ 32.) As described above and in the Motion for Preliminary Approval, the Settlement Agreement was reached after extensive informal discovery, investigation, research, thorough calculations, risk evaluation, substantial exchanges of documents, and an exchange of other information required to evaluate the claims at issue. (Melmed FAM Decl., ¶ 32.) The settlement came only after the case was thoroughly investigated by Plaintiff's counsel. (Melmed FAM Decl., ¶ 32.)

The settlement reached is the product of substantial effort by the parties and their counsel. (Melmed FAM Decl., ¶ 33.) Plaintiff and Plaintiff's counsel agree with the Court's preliminary approval order that the Settlement Agreement represents a fair, adequate, and reasonable resolution of the class claims. (Melmed FAM Decl., ¶ 30; PAM Order, ¶ 5.)

Moreover, Plaintiff's Counsel are experienced in similar class actions. (Melmed FAM Decl., ¶¶ 6–11.) Additionally, the percentage of valid objectors and disputes is not only small, *but zero*. (Admin. Decl., ¶¶ 7–8.) The presumption of fairness of this settlement applies with full force.

C. FINAL APPROVAL OF THE SETTLEMENT IS WARRANTED

This Court found that the "resolution set forth in the Settlement Agreement appears to be fair, adequate, and reasonable to the Class, including the payment of the non-reversionary gross settlement amount of $700,000.00 by Defendant." (PAM Order, ¶ 5.) The relevant analysis remains unchanged with one exception: the Court now has adequate information to know "the reaction of the class members to the proposed settlement." (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1801.) Because the reaction has been overwhelmingly positive, with *zero* objections to the Settlement Agreement, the justifications for approving the Settlement Agreement have only been bolstered since the time of this Court's original analysis. (Admin. Decl., ¶ 8.) This Court can thus proceed secure in the knowledge that the factors mentioned above, including arm's length bargaining, sufficient investigation and discovery, experienced counsel, and percentage of objectors, weigh heavily in favor of granting final approval.

V. PLAINTIFF'S SERVICE AWARD IS FAIR, REASONABLE, AND APPROPRIATE

The Settlement Agreement provides for Plaintiff to receive a service award from the non-reversionary Gross Settlement Amount in the amount of $10,000.00, in addition to whatever payment she is otherwise entitled to receive as a Class Member and/or Aggrieved Employee. (Melmed FAM Decl., ¶ 37; Settlement Agreement, at pp. 14–15.) The proposed service award is intended to recognize the time, effort, and risk that Plaintiff undertook in bringing this case and helping to secure the relief obtained for the members of the Class. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 [upholding "service payment" to named plaintiff for his efforts in bringing class case]; *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958–959 [stating that service awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general."].) To determine the propriety of a service award, courts consider the actions protecting class interests, the benefit provided to the class based on those actions, and the amount of time and effort expended by the plaintiff. (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 976–977.)

The proposed service award is reasonable compensation given the time and effort that Plaintiff devoted to this case, the valuable assistance she provided to counsel, and the fact that she entered into a general release of claims that is broader than the release of the Class. (Melmed FAM Decl., ¶ 37; Settlement Agreement, at pp. 14, 29–30.) Plaintiff provided invaluable assistance to Plaintiff's counsel and the Class Members in this case, including providing factual background for mediation and the operative complaint, reviewing the relevant documents, participating in phone calls with Plaintiff's counsel, gathering highly relevant documents, and reviewing the settlement documents. (Melmed FAM

Decl., ¶ 38; Declaration of Judith Corona in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Corona Decl."), ¶ 7.)

Plaintiff agreed to participate in this case with no guarantee of personal benefit. (Melmed FAM Decl., ¶ 38.) To the contrary, Plaintiff agreed to undertake the financial risk of serving as class representative and exposed herself to the risk of negative publicity by anyone who opposed this case. (Melmed FAM Decl., ¶ 38.) Plaintiff faced the risk of reputational harm of having her name affiliated with an employment lawsuit and the potential resulting stigma from future prospective employers. (Corona Decl., ¶ 5.) Disregarding these risks, Plaintiff pursued this case on behalf of the class to a successful resolution and settlement. Further, as part of the settlement agreement now before the Court, Plaintiff agreed to a general release of all claims, which is broader than the release of claims that the members of the class will agree to if they wish to participate in the settlement. (Corona Decl., ¶ 10.)

Moreover, the requested service award for Plaintiff falls within the range of service payments typically awarded to class representatives in similar cases. (See, e.g., *Bond v. Ferguson Enterprises, Inc.* (E.D. Cal. June 30, 2011) No. 1:09-cv-1662 OWW MJS, 2011 WL 2648879 [approving **$11,250** service awards]; *Ross v. US Bank National Association* (N.D. Cal. Sept. 29, 2010) No. C 07-02951 SI, 2010 WL 3833922, at *2 [approving **$20,000** service awards]; *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 482, 493 [approving **$10,000** service awards]; *West v. Circle K Stores, Inc.* (E.D. Cal., Oct. 20, 2006, No. CIV. S-04-0438 WBS GGH) 2006 WL 8458679, at *8 [approving **$15,000** service award]; *Glass v. UBS Financial Services, Inc.* (N.D. Cal., Jan. 26, 2007, No. C-06-4068 MMC) 2007 WL 221862, at *17 [approving **$25,000** service awards]; *Louie v. Kaiser Foundation Health Plan, Inc.* (S.D. Cal., Oct. 6, 2008, No. 08CV0795 IEG RBB) 2008 WL 4473183, at *7 [approving **$25,000** service award]; *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D. Cal., Apr. 22, 2010, No. CV 08 1365 CW EMC) 2010 WL 1687832, at *17 n.8 ["Numerous courts in the Ninth Circuit and elsewhere have approved incentive awards of **$20,000 or more** where, as here, the class representative has demonstrated a strong commitment to the class."], emphasis added.)

VI. SETTLEMENT ADMINISTRATION COSTS

The parties agreed that the Settlement Administrator, Phoenix Class Action Administration Solutions would be compensated for services performed. The Administrator's requested fee is $10,000.00. (Admin. Decl., ¶ 15.)

VII. SUBMISSION TO THE LWDA

The Settlement Agreement has been submitted to the LWDA pursuant to Labor Code section 2699, subdivision (s)(2). (Melmed FAM Decl., ¶ 56.)

VIII. CONCLUSION

Plaintiff respectfully submits that the Settlement Agreement is fair, adequate, and reasonable, and merits final approval.

Dated: August 18, 2025

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