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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

MARCO VICENTE, an individual, on behalf of
himself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

ENTERPRISE VINEYARDS, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 23CV00152

**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: July 2, 2025

Time: 3:00 p.m.

Dept.: 19

Judge: Hon. Oscar A. Pardo

Action Filed: August 17, 2023

Trial Date: None Set

1 **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that on July 2, 2025, at 3:00 p.m., or as soon thereafter as the matter
4 may be heard, in Department 19 of the Sonoma County Superior Court for the State of California,
5 located at the Civil and Family Law Courthouse, 3055 Cleveland Avenue, Santa Rosa, California
6 95403, before the Honorable Oscar A. Pardo, Plaintiff Marco Vicente (“Plaintiff”), on behalf of
7 himself, the State of California, as a private attorneys general, and on behalf of all others similarly
8 situated, will and hereby does move this court for entry of an order:

9 1. Finally certifying the class, as defined in the *Settlement Agreement and Release of Class*
10 *Action* (the “Settlement Agreement”) between Plaintiff and Defendant Enterprise Vineyards, Inc.
11 (“Defendant”) (collectively, the “Parties”), for the purpose of settlement pursuant to California Code
12 of Civil Procedure section 382 and California Rules of Court, rule 3.769;

13 2. Finally appointing Plaintiff Marco Vicente as class representative for purposes of
14 settlement;

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

17 4. Finding that the notice of the settlement was properly provided to the class members in
18 accordance with the Court’s *Order Granting Preliminary Approval of Class Action Settlement* on
19 March 3, 2025;

20 5. Finally approving the settlement as fair, adequate, and reasonable, based upon the terms
21 set forth in the Settlement Agreement, including payment by Defendant of the non-reversionary gross
22 settlement amount of \$450,000.00 (“Gross Settlement Amount”);

23 6. Finally approving the allocation of attorneys’ fees from the Gross Settlement Amount
24 in the amount of one-third of the Gross Settlement Amount (i.e., \$150,000.00), plus necessary litigation
25 costs in the amount of \$13,000.00 (as requested in *Plaintiff’s Notice of Motion and Motion for*
26 *Attorneys’ Fees and Costs* concurrently filed herewith);

27 7. Finally approving class representative service payment to Plaintiff in the amount of
28 \$7,500.00 from the Gross Settlement Amount to compensate him for the responsibilities, time, effort,

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

3 8. Finally approving Phoenix Class Action Administration Solutions (the “Settlement
4 Administrator”) as the settlement administrator and approving distribution of \$8,250.00 from the Gross
5 Settlement Amount to cover the Settlement Administrator’s expenses in administering the settlement;

6 9. Finally approving the allocation of \$20,000.00 for penalties pursuant to the California
7 Labor Code Private Attorneys General Act of 2004, of which 75% (i.e., \$15,000.00) shall be paid to
8 the California Labor and Workforce Development Agency (“LWDA”) from the Gross Settlement
9 Amount, with the remaining 25% (i.e., \$5,000.00) payable to the aggrieved employees;

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

12 11. Retaining jurisdiction to enforce the Settlement Agreement.

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

18 Dated: June 6, 2025

MELMED LAW GROUP P.C.

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21 **KYLE D. SMITH**

22 Attorney for Plaintiff, the Preliminarily-Certified
23 Class, and the Aggrieved Employees
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This motion seeks final approval of a wage-and-hour class and representative action settlement between Plaintiff Marco Vicente (“Plaintiff”) and Defendant Enterprise Vineyards, Inc. (“Defendant”) (collectively, the “Parties”) for \$450,000.00 (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.”). 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 214 aggrieved employees on behalf of the State of California as private attorney generals pursuant to PAGA. The “PAGA Period” for these purposes is defined as the period from August 17, 2022, through the date of court approval of the settlement. (Settlement Agreement, at p. 9.) The “Aggrieved Employees,” 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. 9.)

Class Settlement: A class action settlement for which Plaintiff represents a group of approximately 319 putative class members defined as: “All individuals who are or were employed by Defendants as nonexempt employees in California from August 17, 2019, through the date of preliminary approval of the settlement.” (Settlement Agreement, at pp. 5, 7, 12.) 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 August 17, 2019, through the date of preliminary approval of the settlement. (Settlement Agreement, at p. 5.)

On March 3, 2025, this Court granted preliminary approval of the Settlement Agreement. Pursuant to that order, on March 25, 2025, Phoenix Class Action Administration Solutions (the “Settlement Administrator”) mailed *Notice of Proposed Class Action Settlement and Share Form* (the “Class Notice”) in both English and Spanish to all 378 putative Class Members contained in the data

provided by Defendant. (See Declaration of Lluvia Islas on Behalf of Phoenix Class Action Administration Solutions Regarding Class Notice and Settlement Administration (“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 **\$270,743.09**, will be distributed to participating Class Members, the California Labor and Workforce Development Agency (“LWDA”), and the Aggrieved Employees:

Gross Settlement Amount	\$450,000.00
Attorneys’ Fees	(\$150,000.00)
Litigation Costs	(\$13,000.00)
Settlement Administration Costs	(\$8,250.00)
Service Award	(\$7,500.00)
Net Settlement Amount	\$271,250.00

Net Settlement Amount	\$271,250.00
To Class Members:	\$251,250.00
PAGA Payment to LWDA (75% of \$20,000):	\$15,000.00
PAGA Payment to Aggrieved Employees:	\$5,000.00

Class Participation	
Eligible Class Members:	378
Requests for Exclusion:	1
Objectors:	0
Participating Class Members:	377
Total Participation Rate:	99.74%

Relevant Supplemental Data	
Number of Aggrieved Employees:	266
Workweeks during the Class Period:	30,805
Pay Periods during the PAGA Period:	14,835
Highest Payment to Class Members:	\$2,161.34
Average Payment to Class Members:	\$666.45
Highest Payment to Aggrieved Employees:	\$36.74
Average Payment to Aggrieved Employees:	\$18.80
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 **99.74%**. (Admin. Decl., ¶ 12.) To date, *zero* Class Members have submitted objections to the Settlement Agreement and *one* Class Member has requested exclusion. (Admin. Decl., ¶¶ 8–9.) 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. BACKGROUND

A. PROCEDURAL SUMMARY

On August 17, 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

1 civil penalties against Defendant for violations of the Labor Code and applicable Wage Orders. (Cal.
2 Code of Regs., tit. 8, §§ 11040, 11080, 11130, 11140; Melmed Decl., ¶ 12.) The letter attached
3 Plaintiff's original complaint, and incorporated the original complaint by reference, and thus sought
4 penalties for claims identical to those alleged in the case. For the Court's reference, a copy of Plaintiff's
5 letter to the LWDA is attached as **Exhibit B** to the concurrently filed Declaration of Jonathan Melmed.

6 On August 17, 2023, Plaintiff filed a class action complaint alleging causes of action against
7 Defendant for **(1)** failure to pay minimum wage for all hours worked in violation of Labor Code
8 sections 1194 and 1194.2, and the Applicable Wage Orders; **(2)** failure to pay proper overtime wages
9 in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Orders; **(3)** failure
10 to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code
11 section 226.7 and the Applicable Wage Orders; **(4)** failure to provide compliant meal periods and pay
12 missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable
13 Wage Orders; **(5)** failure to maintain accurate employment records in violation of Labor Code section
14 1174; **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210;
15 **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202,
16 and 203; **(8)** failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804;
17 **(9)** failure to provide complete and accurate wage statements in violation of Labor Code sections 226
18 and 226.3; and **(10)** deceptive, fraudulent, or otherwise unlawful business practices based on the
19 foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).
20 (Melmed Decl., ¶ 13.)

21 On October 23, 2023, Plaintiff filed a first amended complaint alleging causes of action against
22 Defendant for those described in the original Complaint and adding one cause of action for penalties
23 based on the foregoing pursuant to PAGA. (Lab. Code, §§ 2698–2699.6.) The first amended complaint
24 is the operative complaint in the action (the "Operative Complaint"). (Melmed Decl., ¶ 14.)

25 Thereafter, the Parties agreed to attend a private mediation with Howard Broadman. (Melmed
26 Decl., ¶ 15.) Prior to the mediation, Plaintiff's counsel conducted significant informal discovery.
27 (Melmed Decl., ¶ 15.) Discovery, investigation, and prosecution has included, among other things,
28 numerous telephonic conferences with Plaintiff; inspection and analysis of thousands of pages of

1 documents, including Defendant’s relevant policies, and other information produced by Plaintiff and
2 Defendant; analysis of work-related data from a sample of Class Members and Aggrieved Employees;
3 an analysis of the legal positions taken by Defendant; investigation into the viability of class treatment
4 of the claims asserted in the action; analysis of potential class-wide damages, including information
5 sufficient to understand Defendant’s potential defenses to Plaintiff’s claims; research of the applicable
6 law with respect to the claims asserted in the Operative Complaint and the potential defenses thereto;
7 and assembling and analyzing of data for calculating damages. (Melmed Decl., ¶ 15.)

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

13 On June 27, 2024, the Parties participated in a full-day mediation with Howard Broadman who
14 is a full-time mediator with extensive experience in California wage and hour class action lawsuits.
15 (Melmed Decl., ¶ 17.) The mediation negotiations were contentious, but the Parties were eventually
16 able to reach the broad terms of an agreement. After further negotiation, the Parties executed the
17 longform Settlement Agreement now before the Court for approval. (Melmed Decl., ¶ 17.)

18 On March 3, 2025, Plaintiff’s Motion for Preliminary Approval of Class Action Settlement
19 (“Motion for Preliminary Approval”) was granted. (See Order Granting Preliminary Approval of Class
20 Action Settlement (“Preliminary Approval Order” or “PAM Order”), ¶ 1.)

21 The matter is now before this court for final approval.

22 **B. THE CLAIMS AND DEFENSES**

23 Plaintiff alleged several categories of wage-and-hour violations on behalf of the Class and
24 Aggrieved Employees. The details and settlement value of each of these claims, and their
25 corresponding defenses, were discussed extensively in the Plaintiff’s Motion for Preliminary Approval
26 and its accompanying papers, the discussion of which is incorporated by reference herein, and which,
27 for the sake of brevity, Plaintiff will avoid belaboring in this motion. (See Motion for Preliminary
28 Approval, at p. 4–10.)

1 Defendant has persistently denied all liability of any kind associated with the claims and
2 allegations, and further denied that the Class Members are entitled to any relief. Defendant also denied
3 that these allegations are appropriate for class or representative treatment for any purpose other than
4 the settlement. Defendant maintains, among other things, that it has complied with California laws in
5 all respects. (Melmed FAM Decl., ¶ 26.)

6 **C. SUMMARY OF THE SETTLEMENT AGREEMENT**

7 Under the terms of the Settlement Agreement, Defendant will be released of all claims asserted
8 in the Complaint in exchange for Defendant's agreement to pay a non-reversionary Gross Settlement
9 Amount of \$450,000.00. (See generally, Settlement Agreement.)

10 The amount to be paid by Defendant includes: **(1)** the fees and expenses of the Settlement
11 Administrator in the amount of \$8,250.00 (Admin. Decl., ¶ 17); **(2)** Plaintiff's counsel's attorney fees
12 of one-third of the Gross Settlement Amount, i.e., \$150,000.00 (Settlement Agreement at p. 21);
13 **(3)** litigation expenses and costs up to \$13,000.00 (Settlement Agreement, at p. 21; Melmed FAM
14 Decl., ¶ 38, Exh. C); **(4)** a service award of \$7,500.00 (Settlement Agreement, at p. 18); **(5)** payment
15 to the LWDA of \$15,000.00 for its 75% share of the settlement for civil penalties pursuant to PAGA
16 (Settlement Agreement, at p. 19); and **(6)** payment to the Aggrieved Employees of \$5,000.00 for their
17 25% share of the settlement for civil penalties pursuant to PAGA (Settlement Agreement, at p. 19).
18 The remaining amount, which consists of approximately \$251,250.00, less applicable taxes, will be
19 distributed to the Class Members. (Admin. Decl., ¶ 13.)

20 Individual payments to the Class Members from the class-portion of the settlement will be
21 calculated and apportioned based on the number of weeks worked as an eligible Class Member in
22 California by the participating Class Member during the Class Period. (Settlement Agreement, at p.
23 19.) Individual payments to the Aggrieved Employees from the PAGA-portion of the settlement (i.e.,
24 the portion not being sent to the LWDA), will be calculated and apportioned based on the number of
25 pay periods worked by each Aggrieved Employee during the PAGA Period compared to the total
26 number of pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement
27 Agreement, at pp. 19–20.)
28

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

8 Participating Class Members will have 180 days to cash their settlement checks. (Settlement
9 Agreement, at p. 29.) If a Class Member fails to cash his/her check by the deadline, then the Settlement
10 Administrator shall distribute such funds to the California State Controller for deposit in the Unclaimed
11 Property Fund in the name of the individual whose check was uncashed. (Settlement Agreement, at pp.
12 29–30.)

13 **III. NOTICE TO THE CLASS MEMBERS**

14 Pursuant to this Court’s Preliminary Approval Order, the Settlement Administrator has fully
15 completed distributing the Class Notice, as the deadline to respond passed on May 9, 2025. (Admin.
16 Decl., ¶¶ 8–10.) The Settlement Administrator was tasked with, among other things: **(1)** preparing,
17 translating, printing, and mailing the Notice of Proposed Class Action Settlement and Share Form
18 (“Class Notice”); **(2)** responding to inquiries from Class Members; **(3)** calculating the number of
19 Workweeks each Class Member worked during the period from August 17, 2019 to September 13,
20 2024 (“Class Period”) and the number PAGA Pay Periods that each Aggrieved Employee worked
21 during the time period from August 17, 2022 to September 13, 2024 (“PAGA Period”); **(4)** determining
22 the validity of letters indicating a request to be excluded from the Class Notice (“Requests for
23 Exclusion”), written objections to the Class Notice (“Objections”), and/or dispute regarding the number
24 of Workweeks submitted by Class Members; **(5)** calculating the Net Settlement Amount and the
25 Individual Class Payments to Participating Class Members; **(6)** calculating and issuing the Individual
26 Class Payments and distributing them to Participating Class Members and PAGA Penalties to each
27 Aggrieved Employee; **(7)** issuing the payment to Class Counsel Fees Payment and Class Counsel
28 Litigation Expenses Payment, Class Representative Service Payment to Plaintiff, and the

1 employer/employee payroll taxes to the appropriate taxing authorities; and (8) such other tasks as set
2 forth in the Class Notice or as the Parties mutually agree or as the Court orders. (Admin. Decl., ¶ 2.)

3 On February 14, 2025, the Settlement Administrator received the class data list from
4 Defendant's counsel. (Admin. Decl., ¶ 3.) On March 25, 2025, the Settlement Administrator mailed
5 the Court-approved notice to all 378 Class Members contained in the data provided by Defendant.
6 (Admin. Decl., ¶ 5.) The deadline for the 378 Class Members in the class data list to submit an opt-out
7 request, objection, or dispute of workweeks was May 9, 2025. (Admin. Decl., ¶¶ 8–10.)

8 The Settlement Administrator has received **zero** objections from the Class Members and one
9 Class Member requested exclusion (Admin. Decl., ¶¶ 8–9.) Thus, the Settlement Administrator is
10 reporting a **99.74% participation rate**—an overwhelmingly favorable response to a Settlement.
11 “[T]he absence of a large number of objections to a proposed class action settlement raises a strong
12 presumption that the terms of a proposed class settlement action are favorable to the class members.”
13 (*In re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1043, quoting *National*
14 *Rural Telecommunications Cooperative v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 529;
15 *Moore v. PetSmart, Inc.* (N.D. Cal., Aug. 4, 2015, No. 5:12-CV-03577-EJD) 2015 WL 5439000, at *7,
16 *aff'd* (9th Cir. 2018) 728 Fed. Appx. 671 [finding that where “less than one percent either opted out or
17 objected, the reaction of the putative class has been very positive. Therefore, this factor strongly favors
18 settlement.”].)

19 **IV. THE COURT SHOULD FINALLY APPROVE THE SETTLEMENT AGREEMENT**

20 **A. CLASS ACTION SETTLEMENTS ARE SUBJECT TO JUDICIAL REVIEW** 21 **AND APPROVAL UNDER THE CALIFORNIA RULES OF COURT.**

22 The law favors settlements. (*Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1382.) This
23 is particularly true in class actions where substantial resources can be conserved by avoiding the time,
24 cost, and risk of formal litigation. (See *Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30
25 Cal.4th 1037, 1054 [“Public policy favoring settlement is especially weighty for class actions.
26 [Citations]. Settlement of class actions is encouraged precisely because they ‘consume substantial
27 judicial resources and present unusually large risks for the litigants.’”], quoting *In re General Motors*
28 *Corp. Pick-Up Truck Fuel Tank Products Liability Litigation* (3d Cir. 1995) 55 F.3d 768, 805.)

1 However, a class action may not be dismissed, compromised, or settled without the Court’s approval.
2 (Cal. Rules of Court, rule 3.769(a).) This requirement exists to prevent fraud, collusion, or unfairness
3 to the class and to ensure that their rights are given due regard by the negotiating parties. (*Malibu*
4 *Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578–579; *Officers for*
5 *Justice v. Civil Service Com’n of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 624.)
6 The California Rules of Court set forth the procedures for court approval of a class action settlement:
7 **(1)** the Court preliminarily approves the settlement; **(2)** class members receive notice as directed by the
8 Court; and **(3)** the Court conducts a final approval hearing to inquire into the fairness of the proposed
9 settlement. (See Cal. Rules of Court, rule 3.769(c), (e)–(g).)

10 The trial court enjoys broad discretion to determine whether a proposed class action settlement
11 is fair. (*Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438.) The decision to approve or reject a
12 proposed settlement lies within the Court’s sound discretion. (*Wershba v. Apple Computer, Inc.* (2001)
13 91 Cal.App.4th 224, 234–235.) In deciding whether to grant final approval, the Court’s ultimate duty
14 is to determine whether the settlement is fair, adequate, and reasonable. (See *Dunk v. Ford Motor Co.*
15 (1996) 48 Cal.App.4th 1794, 1801 [setting forth the “fair, adequate, and reasonable” standard], citing
16 *Officers for Justice v. Civil Service Com’n of City and County of San Francisco*, *supra*, 688 F.2d 615,
17 625; see also *Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742–743 [a trial
18 court must approve a class action settlement agreement, but only after determining that it is ““fair,
19 adequate and reasonable,”” considering factors such as the ““risk, expense, [and] complexity”” of
20 continued litigation], citations omitted.) The Court should consider several factors including, but not
21 limited to:

22 “[T]he strength of Plaintiffs’ case, the risk, expense, complexity and likely duration of
23 further litigation, the risk of maintaining class action status through trial, the amount
24 offered in settlement, the extent of discovery completed and the stage of the
25 proceedings, the experience and views of counsel, . . . and the reaction of the class
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1 members to the proposed settlement.” (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th
2 at p. 1801.)

3
4 The above factors are not exclusive, “the court is free to engage in a balancing and weighing of
5 factors depending on the circumstances of each case.” (*Wershba v. Apple Computer, Inc.* (2001) 91
6 Cal.App.4th 224, 245.) In doing so, the Court must give due “regard to what is otherwise a private
7 consensual agreement between the parties.” (*Ibid.*; see also *In re Microsoft I-V Cases* (2006) 135
8 Cal.App.4th 706, 723.) The inquiry is limited “to the extent necessary to reach a reasoned judgment
9 that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
10 parties” (*Officers for Justice v. Civil Service Com’n of City and County of San Francisco*, *supra*,
11 688 F.2d 615, 625.)

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

15 **B. THE SETTLEMENT IS ENTITLED TO A PRESUMPTION OF FAIRNESS**

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

21 Here, the Settlement Agreement was negotiated at arm’s length between counsel using a
22 professional and well-respected third-party neutral. (Melmed FAM Decl., ¶ 30.) Counsel for all parties
23 were thoroughly familiar with the complex legal and factual questions at issue in this litigation.
24 (Melmed FAM Decl., ¶ 30.) The Settlement Agreement is a product of intensive negotiations,
25 supported by investigation and direct exchanges of information through informal discovery, settlement
26 negotiations that included a full-day mediation, and significant post-mediation negotiations. (Melmed
27 FAM Decl., ¶ 30.) Though cordial and professional, the settlement negotiations were adversarial and
28 non-collusive in nature. (Melmed FAM Decl., ¶ 30.)

1 The Parties thoroughly investigated and evaluated the factual and legal strengths and
2 weaknesses of this case before reaching the settlement. (Melmed FAM Decl., ¶ 31.) As described above
3 and in the Motion for Preliminary Approval, the Settlement Agreement was reached after extensive
4 informal discovery, investigation, research, thorough calculations, risk evaluation, substantial
5 exchanges of documents, and an exchange of other information required to evaluate the claims at issue.
6 (Melmed FAM Decl., ¶ 31.) The settlement came only after the case was thoroughly investigated by
7 Plaintiff's counsel. (Melmed FAM Decl., ¶ 31.)

8 The settlement reached is the product of substantial effort by the parties and their counsel.
9 (Melmed FAM Decl., ¶ 32.) Plaintiff and Plaintiff's counsel agree with the Court's preliminary
10 approval order that the Settlement Agreement represents a fair, adequate, and reasonable resolution of
11 the class claims. (Melmed FAM Decl., ¶ 29; PAM Order, ¶ 1.)

12 Moreover, Plaintiff's Counsel are experienced in similar class actions. (Melmed FAM Decl.,
13 ¶¶ 6–11.) Additionally, the percentage of valid objectors and disputes is not only small, *but zero*.
14 (Admin. Decl., ¶¶ 9–10.) The presumption of fairness of this settlement applies with full force.

15 C. FINAL APPROVAL OF THE SETTLEMENT IS WARRANTED

16 This Court found that “the terms of the Settlement appear to be fair and reasonable to the Class
17 when balanced against the probable outcome of further litigation relating to class certification, liability
18 and damage issues, and potential appeals” (PAM Order, ¶ 1.) The relevant analysis remains
19 unchanged with one exception: the Court now has adequate information to know “the reaction of the
20 class members to the proposed settlement.” (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p.
21 1801.) Because the reaction has been overwhelmingly positive, with *zero* objections to the Settlement
22 Agreement, the justifications for approving the Settlement Agreement have only been bolstered since
23 the time of this Court's original analysis. (Admin. Decl., ¶ 9.) This Court can thus proceed secure in
24 the knowledge that the factors mentioned above, including arm's length bargaining, sufficient
25 investigation and discovery, experienced counsel, and percentage of objectors, weigh heavily in favor
26 of granting final approval.

1 **V. PLAINTIFF’S SERVICE AWARD IS FAIR, REASONABLE, AND APPROPRIATE**

2 The Settlement Agreement provides for Plaintiff to receive a service award from the non-
3 reversionary Gross Settlement Amount in the amount of \$7,500.00, in addition to whatever payment
4 he is otherwise entitled to receive as a Class Member and/or Aggrieved Employee. (Melmed FAM
5 Decl., ¶ 36; Settlement Agreement, at pp. 18–19.) The proposed service award is intended to recognize
6 the time, effort, and risk that Plaintiff undertook in bringing this case and helping to secure the relief
7 obtained for the members of the Class. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th
8 715, 726 [upholding “service payment” to named plaintiff for his efforts in bringing class case];
9 *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958–959 [stating that service awards
10 are “intended to compensate class representatives for work done on behalf of the class, to make up for
11 financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their
12 willingness to act as a private attorney general.”].) To determine the propriety of a service award, courts
13 consider the actions protecting class interests, the benefit provided to the class based on those actions,
14 and the amount of time and effort expended by the plaintiff. (*Staton v. Boeing Co.* (9th Cir. 2003) 327
15 F.3d 938, 976–977.)

16 The proposed service award is reasonable compensation given the time and effort that Plaintiff
17 devoted to this case, the valuable assistance he provided to counsel, and the fact that he entered into a
18 general release of claims that is broader than the release of the Class. (Melmed FAM Decl., ¶ 36;
19 Settlement Agreement, at pp. 18–19.) Plaintiff provided invaluable assistance to Plaintiff’s counsel and
20 the Class Members in this case, including providing factual background for mediation and the operative
21 complaint, reviewing the relevant documents, participating in phone calls with Plaintiff’s counsel,
22 gathering highly relevant documents, and reviewing the settlement documents. (Melmed FAM Decl.,
23 ¶ 37; Declaration of Marco Vicente in Support of Plaintiff’s Motion for Final Approval of Class Action
24 Settlement (“Vicente Decl.”), ¶ 7.)

25 Plaintiff agreed to participate in this case with no guarantee of personal benefit. (Melmed FAM
26 Decl., ¶ 37.) To the contrary, Plaintiff agreed to undertake the financial risk of serving as class
27 representative and exposed himself to the risk of negative publicity by anyone who opposed this case.
28 (Melmed FAM Decl., ¶ 37.) Plaintiff faced the risk of reputational harm of having his name affiliated

1 with an employment lawsuit and the potential resulting stigma from future prospective employers.
2 (Vicente Decl., ¶ 5.) Disregarding these risks, Plaintiff pursued this case on behalf of the class to a
3 successful resolution and settlement. Further, as part of the settlement agreement now before the Court,
4 Plaintiff agreed to a general release of all claims, which is broader than the release of claims that the
5 members of the class will agree to if they wish to participate in the settlement. (Vicente Decl., ¶ 10.)

6 Moreover, the requested service award for Plaintiff falls within the range of service payments
7 typically awarded to class representatives in similar cases. (See, e.g., *Bond v. Ferguson Enterprises,*
8 *Inc.* (E.D. Cal. June 30, 2011) No. 1:09-cv-1662 OWW MJS, 2011 WL 2648879 [approving **\$11,250**
9 service awards]; *Ross v. US Bank National Association* (N.D. Cal. Sept. 29, 2010) No. C 07-02951 SI,
10 2010 WL 3833922, at *2 [approving **\$20,000** service awards]; *Vasquez v. Coast Valley Roofing, Inc.*
11 (E.D. Cal. 2010) 266 F.R.D. 482, 493 [approving **\$10,000** service awards]; *West v. Circle K Stores,*
12 *Inc.* (E.D. Cal., Oct. 20, 2006, No. CIV. S-04-0438 WBS GGH) 2006 WL 8458679, at *8 [approving
13 **\$15,000** service award]; *Glass v. UBS Financial Services, Inc.* (N.D. Cal., Jan. 26, 2007, No. C-06-
14 4068 MMC) 2007 WL 221862, at *17 [approving **\$25,000** service awards]; *Louie v. Kaiser Foundation*
15 *Health Plan, Inc.* (S.D. Cal., Oct. 6, 2008, No. 08CV0795 IEG RBB) 2008 WL 4473183, at *7
16 [approving **\$25,000** service award]; *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D. Cal., Apr. 22,
17 2010, No. CV 08 1365 CW EMC) 2010 WL 1687832, at *17 n.8 [“Numerous courts in the Ninth
18 Circuit and elsewhere have approved incentive awards of **\$20,000 or more** where, as here, the class
19 representative has demonstrated a strong commitment to the class.”], emphasis added.)

20 **VI. SETTLEMENT ADMINISTRATION COSTS**

21 The parties agreed that the Settlement Administrator, Phoenix Class Action Administration
22 Solutions would be compensated for services performed. The Administrator’s requested fee is
23 \$8,250.00. (Admin. Decl., ¶ 17.)

24 **VII. SUBMISSION TO THE LWDA**

25 The Settlement Agreement has been submitted to the LWDA pursuant to Labor Code section
26 2699, subdivision (s)(2). (Melmed FAM Decl., ¶ 55.)
27
28

1 **VIII. CONCLUSION**

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

4 Dated: June 6, 2025

MELMED LAW GROUP P.C.

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7 **KYLE D. SMITH**

8 Attorneys for Plaintiff, the Preliminarily-Certified
9 Class, and the Aggrieved Employees
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