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

**IN RE: STANISLAUS FOOD
PRODUCTS COMPANY
EMPLOYMENT CASES**

CASE NO.: CV-23-001433

Assigned to the Hon. John Freeland

Included Actions:

*Rigoberto Valle v. Stanislaus Food
Products Company, Case No. CV-23-
001433*

*Mario Castillo v. Stanislaus Food Products
Company, Case No. CV-23-003465*

*Victoria Martinez v. Stanislaus Food
Products Company, Case No. CV-23-
004653*

*Rebeca Balbuena Andres v. Stanislaus
Food Products Company, Case No. CV-
23-007019*

*Martin Sohal v. Stanislaus Food Products
Company, Case No. CV-24-000548*

**PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
DECLARATIONS IN SUPPORT
THEREOF; [PROPOSED] ORDER**

Hearing

Date: December 20, 2024
Time: 8:30 a.m.
Dept.: 23

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 20, 2024, at 8:30 a.m. or as soon thereafter as the matter may be heard by the Honorable John Freeland in Department 23 of the Stanislaus County Superior Court for the State of California, located at 800 11th St., Modesto, CA 95354, Plaintiffs Rigoberto Valle, Mario Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohal, individually and on behalf of all others similarly situated, will and hereby do move the Court for entry of an Order preliminarily approving the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement"):

1. Certifying the class for purposes of settlement only;
2. Preliminarily appointing Plaintiffs as class representatives for settlement purposes only;
3. Appointing Plaintiffs' counsel (Drew Lewis of Drew Lewis, P.C; Joshua Falakassa of Falakassa Law, P.C.; Mehrdad Bokhour of Bokhour Law Group, P.C.; Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC; and Marcus J. Bradley of Bradley/Grombacher, LLP) as class counsel for purposes of settlement only;
4. Preliminarily approving the class action settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;
5. Directing distribution of the Class Notice, including notice of the opportunity to exclude oneself from, or object to, the settlement;
6. Setting a date for a final fairness hearing to determine, following dissemination of the Class Notice, whether to grant final approval of the Settlement.

This motion is based upon this Memorandum of Points and Authorities in Support thereof; the Declaration of Plaintiffs' counsel (Drew Lewis, Joshua Falakassa, Mehrdad Bokhour, Marcus J. Bradley, and Paul Haines) in support thereof; the Declaration of Plaintiffs in support thereof; the Class Action and PAGA Settlement Agreement (the "Settlement Agreement"); the proposed Order granting Preliminary Approval of the Settlement; all other records, pleadings, and papers filed in this action; and upon such other evidence or argument as may be presented to the Court

1 at the hearing of this motion.

2
3 Dated: November 26, 2024,

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

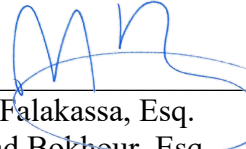
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6 BY: 
7 Joshua Falakassa, Esq.
8 Mehrdad Bokhour, Esq.
9 Attorneys for Plaintiffs and the Putative Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs seek preliminary approval of a \$3,500,000 wage-and-hour class action
4 settlement on behalf of current and former non-exempt employees of Stanislaus Food Products
5 Company in the State of California at any time between March 21, 2019, through July 12, 2024
6 (the “Class Period”).

7 Under the terms of the Settlement Agreement,¹ Defendant will not oppose Plaintiffs
8 Counsel’s application for a reasonable award of attorney’s fees not to exceed 1/3 of the Gross
9 Settlement Amount, litigation expenses not to exceed \$50,000, Settlement Administrator Costs
10 not to exceed \$32,000, PAGA penalties of \$100,000 (with 75% to the LWDA and 25% to the
11 Aggrieved Employees on a pro-rata basis), and a Service Payment of \$7,500 to each named
12 plaintiff. (S.A. ¶ 3 and subparts).

13 After all Court-approved deductions from the Gross Settlement Amount,² it is estimated
14 that \$2,113,833.34 will be available to pay the Class Members as follows:

15

<i>Gross Settlement Amount</i>	\$ 3,500,000.00
Attorneys’ Fees (1/3)	\$ 1,166,666.66
Litigation Costs	\$ 50,000.00
Administrator Costs	\$ 32,000.00
PAGA Penalties	\$ 100,000.00
Class Representatives Service Awards	\$ 37,500.00
<i>Net Settlement Amount</i>	\$ 2,113,833.34

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20 As of the date of the parties' mediation, the Class includes approximately 4,809 Class
21 Members who worked an estimated 177,368 Work Weeks during the Class Period. The payment
22 to each Class Member will be calculated pro rata according to the Weeks Worked by each Class
23 Member. In addition, Aggrieved Employees will receive a share of the \$25,000 PAGA Penalties
24 (25% of the \$100,000 PAGA allocation), distributed pro-rata based on Weeks Worked during the
25

26
27 ¹ The Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “S.A.”) is attached
as Exhibit A to the Declaration of Mehrdad Bokhour (“Bokhour Decl.”)

28 ² The Gross Settlement Amount is subject to increase if the “Escalator Clause” is triggered. See S.A. ¶
4.1.

1 PAGA Period. The average payment to each Class Member will be approximately \$520.52; the
2 highest payment is estimated at approximately \$2,979. Of course, those with more Compensable
3 Workweeks stand to recover proportionally more from the Settlement.

4 Because the settlement is fair and reasonable and was negotiated at arm's length by
5 experienced counsel and an experienced mediator following a sufficient exchange of information
6 and documents before mediation, it should be preliminarily approved. Plaintiffs respectfully
7 request that the Court enter an order preliminarily approving the settlement, conditionally
8 certifying the Class under Code of Civil Procedure § 382 for settlement purposes, approving the
9 proposed Class Notice, appointing Plaintiffs' counsel as class counsel, appointing ILYM Group
10 as the Settlement Administrator, and scheduling a hearing for final approval of the Settlement.

11 **II. BACKGROUND**

12 **A. THE SETTLEMENT CLASS**

13 The Class is defined as follows:

14 All current and former hourly-paid and/or non-exempt employees
15 of Defendant in California, employed between March 21, 2019,
16 through July 12, 2024. (S.A. ¶ 1.5).

17 The PAGA Members Group is defined as follows:

18 All current and former hourly-paid or non-exempt employees
19 employed by Defendant within the State of California at any time
20 during the period from June 16, 2022, through July 12, 2024. (S.A.
21 ¶ 1.4).

22 **B. PROCEDURAL HISTORY**

23 On March 21, 2023, Plaintiff Rigoberto Valle filed his original Complaint, asserting
24 causes of action against SFP for (1) Failure to Provide Required Meal Periods in Violation of Cal.
25 Lab. Code sections 512 and the Applicable IWC Wage Order; (2) Failure to Provide Required
26 Rest Periods in Violation of Cal. Lab. Code sections 226.7 and the Applicable IWC Wage Order;
27 (3) Failure to Provide Wages at Termination/Separation in Violation of Cal. Lab. Code sections
28 201, 202, and 203; (4) Violation of Unfair Business Practices Act (Bus. & Prof. Code §§ 17200,

et seq.); and (5) Failure to Pay Wages in Violation of Cal. Labor Code sections 204, 210. (Bokhour Decl. ¶ 12).

On September 5, 2024, Plaintiffs filed a consolidated, First Amended Complaint in this action, asserting causes of action against SFP for Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Provide Rest Periods or Heat Recovery Periods, Failure to Pay Wages Upon Termination, Failure to Provide Accurate Wage Statements, Failure to Maintain Payroll Records, Failure to Provide Copies of Records, Failure to Timely Pay Wages Owed During Employment, Failure to Pay Sick Time Pay, Failure to Provide Written Notice of Employment Terms; Failure to Provide/Properly Pay Paid Time Off; Failure to Reimburse Necessary Business Expenses, Failure to Provide Suitable Seating, and Failure to Minimize Excessive Indoor Heat. (Bokhour Decl. ¶ 13).

Defendant retained counsel and immediately began to defend the case. Defendant vigorously denies each of the claims in the Operative Complaint and the PAGA Notices and further denies that it is liable to Plaintiffs or the Class, the State of California, or the PAGA Members, and further denies that, for any purpose other than settling the Action, this Action is not appropriate for class or representative action treatment. (Bokhour Decl. ¶ 14).

On February 26, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., which led to this Agreement to settle the Action. The parties entered into a Memorandum of Understanding. (Bokhour Decl. ¶ 15).

In preparation for the mediation, the Parties informally exchanged documents and information that allowed both sides to calculate potential damages and evaluate potential risk, including policies and procedures pertaining to each claim alleged, and statistics relating to the number of current and former employees, number of shifts, pay periods worked and other things. Defendant also provided its written policies and practices and a robust production of payroll and timekeeping records for Class Members covering over 750,000 shifts worked. This information enabled both parties to take a deep dive into the claims. Additionally, during this process, Plaintiffs and their counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of damages, trial, and appellate issues and risks. (Bokhour Decl.

¶ 16).

As stated above, Plaintiffs and Defendant participated in a mediation before Tripper Ortman, Esq., one of California's most highly experienced and respected class action mediators. Upon the conclusion of mediation, Mr. Ortman issued a mediator's proposal, which was accepted by Plaintiffs and Defendant. The Parties now seek the Court's preliminary approval of the Settlement.

C. SUMMARY OF THE CLAIMS AND DEFENSES

Plaintiffs alleged numerous wage and hour violations on behalf of the Class Members. However, Defendant vigorously contested and denied Plaintiffs' material allegations on the merits and as to the propriety of a class action or PAGA representative action. (Bokhour Decl. ¶ 17).

Plaintiffs advanced several strong wage and hour claims against Defendant. For instance, Plaintiffs argued that there were two distinct unpaid wage violations for which Defendant was liable, including: (1) Defendant's failure to include all earned bonuses, and shift differentials in the "regular rate of pay" calculations for purposes of paying overtime and sick pay; and (2) Defendant's failure to pay all minimum and overtime wages due to Defendant's uneven time rounding policy. Defendant opposed these unpaid wage claims on the merits and as to the propriety of class certification. (Bokhour Decl. ¶ 18).

Plaintiffs also alleged that they and the Class Members were often denied compliant meal and rest periods and were not paid premium pay for missed/non-compliant meal and rest periods. However, Defendant argued that they provided and made all mandated meal and rest periods available to the Class, and any employee who did not take a break did so entirely of their own volition. Thus, Defendant argued that these claims were without merit because, for each violation, a factfinder would have to determine why a break was noncompliant because if it was by the employee's choice, no liability attaches to Defendant. (Bokhour Decl. ¶ 19).

Despite the disputed nature of the claims, the Parties concluded that further litigation of the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled to limit further risk, expense, and protracted litigation.

1 ///

2 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

3 The following is a summary of the principal terms of the Settlement Agreement.

4 **A. SETTLEMENT CONSIDERATION AND ALLOCATION**

5 The \$3,500,000 Settlement Amount is non-reversionary and will be paid out to Class
6 Members without the need to submit a claim form or take any affirmative action. It includes (1)
7 Plaintiffs' attorneys' fees of up to one third of the Settlement Amount and costs up to \$50,000, as
8 approved by the Court; (2) a service award of \$7,500 to each named Plaintiff, subject to approval
9 by the Court; (3) settlement administrator expenses, not to exceed \$32,000; (4) a \$100,000 PAGA
10 award, 75% of which is to be paid to the LWDA pursuant to California Labor Code § 2699(i) and
11 25% to the Aggrieved Employees; (5) the aggregate of all Individual Class Payments of the
12 Participating Class Members. (S.A. ¶ 3 *et seq.*).

13 **B. NOTICE PROCEDURES**

14 The proposed Class Notice³ will be provided to the Class Members, showing the estimated
15 amount each Class Member will receive and the credited number of Weeks Worked.

16 Within 15 days after entry by the Court of its Order of Preliminary Approval, Defendant
17 shall provide the Settlement Administrator with a list of Class Members containing names,
18 addresses, Social Security Numbers, and total Weeks Worked during the PAGA Period and the
19 Class Period. (S.A. ¶ 4.2).

20 Within 14 days of receipt of the "Class Data," the Settlement Administrator shall calculate
21 the Weeks Worked for each Class Member, populate the Class Notice for each, and send each
22 Class Member the Class Notice via first-class, U.S. mail. (S.A. ¶ 7.3.1).

23 If any Class Notice mailed to a Class Member is returned as having been undelivered by
24 the U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek
25 an address correction for such Class Member(s), and a second Class Notice will be sent to any
26 new or different address obtained.

27
28 _____
³ The proposed Class Notice is attached to the Bokhour Decl. as Exhibit B.

1 **C. EXCLUSION AND OBJECTION PROCEDURES**

2 Class Members who do not timely Opt-Out of the Settlement will be deemed to participate
3 in the Settlement and shall become a Participating Class Member without having to submit a
4 claim form or take any other action. To opt out of the Settlement, the Class Member must submit
5 a written request to the Settlement Administrator no later than 45 days after being notified by mail
6 by the Settlement Administrator (“Response Deadline”). (S.A. ¶ 1.43). Any Opt-Out request not
7 postmarked by the Response Deadline will be invalid. (S.A. ¶ 7.4.1).

8 The Class Notice shall inform Class Members of their right to object to the Settlement.
9 Any Class Member who wishes to object to the Settlement may submit a written objection to the
10 Settlement Administrator by the Response Deadline.

11 **D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES**

12 The amount of each Class Member’s Individual Class Payment is tied to the number of
13 Weeks Worked by each Class Member during the Class Period. Individual Class Payments are
14 calculated by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by
15 all Participating Class Members during the Class Period and (b) multiplying the result by each
16 Participating Class Member’s Weeks Worked.

17 Additionally, each “Aggrieved Employee” will receive an Individual PAGA Payment as
18 a share of the PAGA Penalties based on a pro-rata basis. Thus, the \$25,000 PAGA Penalties
19 allocated to the Aggrieved Employees will be divided and paid on a pay period basis.

20 The Class Notice will inform Class Members of the estimated share and the number of
21 Weeks Worked during the Class Period and PAGA Period. If Class Members believe they worked
22 more in the Class or PAGA Periods than Defendant’s records show, they may dispute the
23 calculation by timely submitting evidence to the Settlement Administrator.

24 **E. TIMING OF SETTLEMENT DISBURSEMENTS**

25 Defendant must fund the settlement within 14 days after the “Effective Date.” (S.A. ¶ 4.3).
26 These funds will be used to pay (1) the class attorneys’ fees and expenses, as approved by the
27 Court; (2) the class representative service awards, as approved by the Court; (3) administrative
28 expenses, as approved by the Court; (4) the PAGA Penalties to the LWDA and Aggrieved

Employees; and (5) the aggregate of all Individual Class Payments of participating Class Members.

Class Members will have 180 days to cash their settlement checks. If a Class Member fails to cash a check by the deadline, the Settlement Administrator shall transmit the funds represented by such checks equally between the selected *cy pres* recipients, Central California Legal Services and The Salvation Army. (S.A. ¶ 4.4.3).

F. TAX TREATMENT

The Parties agree that 20% of the NSA attributable to the Class settlement award will be allocated to the settlement of disputed claims for wages, and 80% of the NSA attributable to the Class Settlement Award will be allocated to the settlement of disputed non-wage claims – i.e., penalties and interest. Additionally, the PAGA Penalties payable to the Aggrieved Employees will be classified entirely as civil penalties and shall be reported as required on an IRS Form 1099. (S.A. ¶ 3.2.4.1). Defendant shall separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (S.A. ¶ 3.1)

G. PARTICIPATING CLASS MEMBERS' RELEASE OF CLAIMS

In exchange for these payments, the Settlement Agreement provides that the Participating Class Members will release the Released Parties from the Claims set forth in the Action, including but not limited to:

Failure to Pay Minimum Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Periods, Failure to Provide Rest Periods or Heat Recovery Periods, Failure to Pay Wages Upon Termination, Failure to Provide Accurate Wage Statements, Failure to Maintain Payroll Records, Failure to Provide Copies of Records, Failure to Timely Pay Wages Owed During Employment, Failure to Pay Sick Time Pay, Failure to Provide Written Notice of Employment Terms; Failure to Provide/Properly Pay Paid Time Off; Failure to Reimburse Necessary Business Expenses, Failure to Provide Suitable Seating, and Failure to Minimize Excessive Indoor Heat, and those claims predicated on the same or similar facts and/or claims alleged in the Actions; as well as any claims that could have been pled which arise from the same or similar facts concerning the Plaintiffs or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties); as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders, specifically for violations of California Labor Code Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq.,

2800, 2802, 2804, 2810.5; as well as B&P Code 17200, 17203, 17208, “applicable Wage Orders,” Civil Code §§ 3287, 3289, CCP § 1021.5; or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions;

5.2.2 Any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action; and

5.2.3 Any and all other claims under California common law, the federal law, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions and based on the alleged Labor Code violations.

(S.A. ¶ 5.2).

H. AGGRIEVED EMPLOYEES’ RELEASE OF CLAIMS

The Settlement Agreement at ¶ 5.3 also defines the “Release by PAGA Members” as follows:

Plaintiffs, individually and in their capacity as representatives of the LWDA, State of California, and PAGA Group Members release and discharge the Released Parties from any and all claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.) that are based on the Labor Code or Wage Order violations alleged or which could have been alleged based on the same or similar facts, allegations and/or claims alleged in the Actions and/or any PAGA letter sent to the LWDA by Plaintiffs for violations of California Labor Code Sections 201-204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq., 2800, 2802, 2804, 2810.5; as well as all “applicable Wage Orders,” during the PAGA Period.

(S.A. ¶ 5.3).

Moreover, even if an Aggrieved Employee requests exclusion from the Class settlement, that individual will still be subject to the PAGA Released Claims to the fullest extent permitted by law and will receive a pro-rata share of PAGA Penalties. In addition to the foregoing releases, the named Plaintiffs have also agreed to execute a separate general release as set forth in the Settlement Agreement in consideration of their awarded Class Representative Service Payment and Individual Class Payment, among other consideration. (S.A. ¶ 5.1.)

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1 **IV. PROVISIONAL CERTIFICATION OF THE SETTLEMENT CLASS IS**
2 **APPROPRIATE FOR PURPOSES OF SETTLEMENT**

3 California Rule of Court 3.769(d) provides that the Court may make an order approving
4 certification of a provisional settlement class at the preliminary approval stage. It is well-
5 established that trial courts should use a “lesser standard of scrutiny” for determining the propriety
6 of certifying a settlement class, as opposed to a litigation class. *Dunk v. Ford Motor Co.* (1996)
7 48 Cal.App.4th 1794, 1807 at n.19; *Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688
8 F.2d 615, 633 (“[C]ertification issues raised by class action litigation that is resolved short of a
9 decision on the merits must be viewed in a different light.”); *Amchem Prods., Inc. v. Windsor*
10 (1997) 521 U.S. 591, 620 (“Confronted with a request for settlement-only class certification, a
11 district court need not inquire whether the case, if tried, would present intractable management
12 problems . . . for the proposal is that there be no trial.”).

13 As discussed below, for the purposes of this settlement only, Plaintiffs request that this
14 Court provisionally certify the Class, as defined above, under Code of Civil Procedure § 382.

15 **A. ASCERTAINABILITY AND NUMEROSITY**

16 In determining whether a class is ascertainable, the court considers “(1) the class
17 definition, (2) the size of the class, and (3) the means available for identifying the class members.”
18 *Reyes v. San Diego County Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271; *Medrazo v.*
19 *Honda of N. Hollywood* (2008) 166 Cal.App.4th 89, 101 (proposed settlement class is
20 ascertainable if the class members can be objectively identified and given notice of the litigation
21 without unreasonable time or expense). Here, according to Defendant’s records, there are
22 approximately 4,809 Class Members through the date of mediation that are easily identifiable and
23 fall within the defined Class. Thus, Plaintiffs’ proposed Class meets the ascertainability and
24 numerosity requirements.

25 **B. WELL-DEFINED COMMUNITY OF INTEREST**

26 **1. Commonality**

27 To justify certification, the class proponent must show that questions of law or fact
28 common to the class predominate over the questions affecting the individual members. *Arenas v.*

1 *El Torito Rests., Inc.* (2010) 183 Cal.App.4th 723, 732. Here, Plaintiffs contend that the Class
2 was subjected to common policies and practices relating to payment of wages, timekeeping,
3 meal/rest breaks, and so on. While the Parties dispute whether a class would be appropriate if the
4 litigation were to continue, they agree to class certification for the purposes of this settlement
5 only.

6 2. Typicality

7 Typicality “focuses on whether there exists a relationship between the Plaintiffs’ claims
8 and the claims alleged on behalf of the class.” *See* Herbert B. Newberg & Alba Conte, *Newberg*
9 *on Class Actions* (“Newberg”) § 3:13 (4th ed. 2002). Again, the Parties dispute whether Plaintiffs’
10 claims are typical of the Class for the purposes of any continued litigation of the Action but agree,
11 for the purposes of this settlement only, that Plaintiffs assert claims regarding Defendant’s pay
12 practices, timekeeping, meal and rest break practices, wage statements, and the provisions
13 governing the timely and complete payment of final wages, which are at the core of the lawsuit.

14 3. Adequacy of Representation

15 The proposed class representative must establish that he or she will adequately represent
16 the proposed class. *See Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540,
17 546. Specifically, Plaintiffs contend that they are adequate to represent the class because they
18 were employed by Defendant during the Class Period, allegedly experienced the same wage and
19 hour practices as the rest of the Class, understood their duties as Class Representatives, have been
20 willing to undergo the risks of litigation, and has no conflict of interest.

21 Adequacy may be established by the fact that counsel are experienced practitioners. *See*
22 *Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.* (9th Cir. 2001)
23 244 F.3d 1152, 1162. Here, Plaintiffs are represented by Class Counsel with extensive experience
24 in wage and hour class actions like the instant matter. (Bokhour Decl. ¶¶ 2-6; Declaration of
25 Joshua Falakassa in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action
26 Settlement (“Falakassa Decl.”) ¶¶ 15-20; Declaration of Paul K. Haines (“Haines Decl.”) ¶¶ 2-
27 16).

28 ///

1 4. Superiority

2 Certification of the Class for settlement purposes is superior here because there will be a
3 global resolution of all claims simultaneously, fostering judicial economy. Class certification for
4 settlement purposes is also vastly superior to litigation of numerous individual claims because
5 most claims are too small to be litigated outside of the class context.

6 **V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT,**
7 **WHICH IS FAIR, ADEQUATE, AND REASONABLE**

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

10 The law favors settlements. *Bush v. Superior Court* (1992) 10 Cal.App.4th 1374. This is
11 particularly true in class actions where substantial resources can be conserved by avoiding the
12 time, cost, and rigors of formal litigation. However, a class action may not be dismissed,
13 compromised, or settled without the Court’s approval. Cal. R. Ct. 3.769(a). The California Rules
14 of Court set forth the procedures for court approval of a class action settlement: (1) the Court
15 preliminarily approves the settlement; (2) class members receive notice as directed by the Court;
16 and (3) the Court conducts a final approval hearing to inquire into the fairness of the proposed
17 settlement. *See* Cal. R. Ct. 3.769 (c), (e-g).

18 The decision to approve or reject a proposed settlement lies within the Court’s sound
19 discretion. *See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35.
20 Nevertheless, in considering a potential settlement for approval, a court is not to turn the approval
21 hearing “into a trial or rehearsal for trial on the merits . . . [or] to reach any ultimate conclusions
22 on the contested issues of fact and law which underlie the merits of the dispute.” *Officers for*
23 *Justice*, 688 F.2d at 625.

24 The Court’s ultimate duty is to determine whether the settlement is fair, adequate, and
25 reasonable. *See Dunk*, 48 Cal.App.4th at 1801 (setting forth the “fair, adequate, and reasonable”
26 standard) (citing *Officers for Justice, supra*); *Cho v. Seagate Tech. Holdings, Inc.* (2009) 177
27 Cal.App.4th 734, 742-43 (a trial court must approve a class action settlement agreement, but only
28 after determining that it is ““fair, adequate and reasonable,”” considering factors such as the ““risk,

1 expense, [and] complexity” of continued litigation) (citations omitted). The Court enjoys broad
2 discretion in making its fairness determination and should consider factors including, but not
3 limited to:

4 [T]he strength of Plaintiffs’ case, the risk, expense, complexity and likely duration
5 of further litigation, the risk of maintaining class action status through trial, the
6 amount offered in settlement, the extent of discovery completed and the stage of
7 the proceedings, the experience and views of counsel . . . and the reaction of the
8 class members to the proposed settlement.

9 *Dunk, supra* (detailing the non-exhaustive list of factors for the court’s consideration at final
10 approval).

11 The above factors are not exclusive, “and the court is free to balance and weigh factors
12 depending on the circumstances of each case.” *Wershba*, 91 Cal.App.4th at 245. However, in
13 doing so, the Court must give “[due] regard to what is otherwise a private consensual agreement
14 between the parties.” *Id.* The inquiry must be limited “to the extent necessary to reach a reasoned
15 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,
16 the negotiating parties.” *Id.* (citation and internal quotation marks omitted).

17 At the preliminary approval stage, the Court needs only to determine that the settlement
18 falls within the “range of possible judicial approval” so that notice to the class and the scheduling
19 of the fairness hearing are worthwhile. *See Newber* § 11:25. Indeed, the Court should grant
20 preliminary approval if there are no “grounds to doubt its fairness or other obvious deficiencies .
21 . . and [the settlement] appears to fall within the range of possible approval.” *Manual For*
22 *Complex Litigation* (Third) § 30.41 (1995); *see Dunk*, 48 Cal.App.4th at 1802. A “presumption
23 of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2)
24 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
25 counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk*,
26 *supra* (citing *Newber* § 11:41). As shown below, the settlement falls well within the range of
27 approval because there are no grounds to doubt its fairness.

28 **B. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, NON-COLLUSIVE**
NEGOTIATIONS

The settlement was the product of extensive arm’s length negotiations between counsel

1 and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and
2 professional, the settlement negotiations were adversarial and non-collusive in nature. The
3 settlement reached is the product of substantial effort by the parties and their counsel. Although
4 Plaintiffs and their counsel believed that there was a possibility of certifying the claims, they
5 recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable
6 decisions on class certification, summary judgment, at trial and/or on the damages awarded,
7 and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed
8 on any of the defenses, the employees may not have received any monetary recovery.

9 **C. THE EXTENT OF THE INVESTIGATION WAS MORE THAN SUFFICIENT TO PERMIT**
10 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

11 Plaintiffs thoroughly investigated and evaluated this case's factual and legal strengths and
12 weaknesses of this case before reaching the settlement. As described above, the settlement was
13 reached after extensive investigation and research, thorough calculations and risk evaluation, and
14 a substantial exchange of information relating to the Class Members before mediation.

15 **D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS**

16 To evaluate a settlement, the parties must provide the trial court with "basic information
17 about the nature and magnitude of the claims in question and the basis for concluding that the
18 consideration being paid for the release of those claims represents a reasonable compromise."
19 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.

20 However, a settlement is not judged against what might have been recovered had Plaintiffs
21 prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair
22 and reasonable. *Wershba*, 91 Cal.App.4th at 250 ("Compromise is inherent and necessary in
23 [settlement] ... even if the relief afforded by the proposed settlement is substantially narrower
24 than it would be if the suits were to be successfully litigated, this is no bar to a class settlement
25 because the public interest may indeed be served by a voluntary settlement in which each side
26 gives ground in the interest of avoiding litigation.").

27 Of particular relevance to the reasonableness of the proposed Settlement is the fact that
28 significant legal and factual grounds for defending this action exist. First, in addition to disputing

1 the merits of Plaintiffs' claims, Defendant strongly disputed that Plaintiffs could obtain class
2 certification, arguing a lack of commonality the legal claims and injuries. Defendant further
3 argued that it complied with the applicable laws and that any purported deviations therefrom were
4 individualized in nature, thereby limiting Plaintiffs' ability to certify the class. While Plaintiffs
5 assert that this is a suitable case for certification, they realize that there is always a significant risk
6 associated with class certification proceedings, which could significantly limit the claims that
7 they could pursue on a class basis.

8 Considering the uncertainties of protracted litigation, this negotiated settlement reflects
9 the best practicable recovery for the Class. While the total settlement amount is, of course, a
10 compromise figure, the potential risks and opportunities of both parties were effectively weighed
11 and considered by the parties, resulting in a fair and equitable settlement.

12 Based upon detailed data obtained through informal discovery and information exchanges,
13 Plaintiffs' counsel estimated the following big-picture data points through the date of mediation:
14 (1) 4,809 Class Members who worked approximately 177,368 workweeks. (Bokhour Decl. ¶ 20).

15 From these numbers and by applying violation rates derived from the analysis of extensive
16 documents and timekeeping data from the Defendant, Plaintiffs calculated the potential maximum
17 and risk-adjusted value of the claims as follows:

18 First, Plaintiffs contended that their strongest claims were for unpaid wages arising from
19 two different violations. In this regard, the Plaintiffs argued that the Defendant's allegedly non-
20 neutral rounding practice/policy resulted in a systemic failure to pay all minimum and overtime
21 wages due. Notably, this claim was limited to 2019 as Defendant discontinued this practice.
22 (Bokhour Decl. ¶ 21).

23 Based on the Plaintiffs' analysis of the timekeeping and payroll records and data produced,
24 the Plaintiffs concluded that the rounding policy resulted in several Class Members being
25 underpaid, for a net average of .5 minutes of unpaid time per shift, for a total of approximately
26 21,065 hours of unpaid time. This results in a total of \$448,473 in unpaid wage damages (21,065
27 hours x \$21.29 (hourly rate) = \$448,473) (Bokhour Decl. ¶ 22).

1 However, this maximum figure ignores Defendant's defenses to Plaintiffs' rounding
2 claim. In this regard, Defendant argued that this constituted precisely the type of individualized
3 inquiry that is not appropriate for certification because the court would have to conduct a person-
4 by-person analysis to determine if the Class Member was correctly paid or underpaid. Based on
5 this argument, Plaintiffs assigned a 45% risk that the Court would deny class certification on
6 Plaintiffs' rounding claim. Additionally, Defendant alleged that, if certification were granted, it
7 would defeat the rounding claim on the merits at summary judgment or at trial because its policies
8 and/or practices were, always, facially neutral in compliance with *See's I.* (Bokhour Decl. ¶ 23).

9 Therefore, Plaintiffs assigned an additional 35% discount for risks at the merits stage,
10 resulting in a total risk-adjusted value for the rounding claims of \$160,329. (Bokhour Decl. ¶ 24).

11 Next, Plaintiffs alleged that Defendant failed to account for non-discretionary bonuses
12 and other incentive pay when calculating the "regular rate of pay" when paying overtime and
13 sick pay wages. However, Defendant argued that it correctly calculated the "regular rate of pay,"
14 because such bonuses/incentive pay were not part of the regular rate of pay calculation, and that
15 any underpayment was in good faith and *de minimums*, if any. Indeed, Defendant's sampling of
16 pay records revealed that any such underpayment of minimum and overtime wages was minimal.
17 (Bokhour Decl. ¶ 25).

18 Due to this and in light of Defendant's other defenses, Plaintiffs completely discounted
19 this claim keeping in mind that the true significant value of these unpaid wages claims lies in the
20 derivative claims for waiting time penalties under Labor Code § 203, and wage statement
21 violations under Labor Code § 226, as discussed below. (Bokhour Decl. ¶ 26.)

22 Moreover, Plaintiffs also alleged meal and rest break claims against Defendant. As it
23 pertains to Plaintiffs' meal period claim, after an expert review of the Defendant's sampling of
24 timekeeping records, the Plaintiffs' counsel estimated a 34% violation rate for meal periods and
25 25% for rest breaks. Given the total number of shifts at issue (approximately 871,667), this
26 established maximum values of \$6,309,648 for meal periods (871,667 total shifts x 34% violation
27 rate x \$21.29 per Labor Code § 226.7) and \$4,639,447 for rest breaks (871,667 total shifts x 25%
28 violation rate x \$21.29 per Labor Code § 226.7). (Bokhour Decl. ¶ 27).

1 However, Defendant raised numerous arguments in response to this claim, including that
2 they maintained fully compliant written policies and specifically authorized the Class Members
3 to take meal and rest breaks, meaning that no one had a reason or cause to miss a break or take a
4 short/late break. Therefore, Defendant asserted that a factfinder would have to determine for each
5 Class Member whether a break was missed and why, and why a break was non-compliant or
6 nonexistent because if it was by the employee's choice, no liability attaches to Defendant. These
7 defenses are factored into Plaintiffs' analysis in two ways. First, these issues raise questions
8 regarding whether Plaintiffs' meal and rest break claims could be certified. Therefore, Plaintiffs
9 placed a 40% risk at the class certification stage for meal periods and a 40% risk for rest periods.
10 Second, these defenses also apply to the merits given the evidentiary question of proving the
11 number of meal and rest period violations without adequate timekeeping records. As such,
12 Plaintiffs placed a 40% risk on the merits for meal periods and an additional 40% risk on the
13 merits for rest periods, so this sets the risk-adjusted value for the meal period claims as \$1,009,543
14 (\$6,309,648 x 40% class cert risk x 40% merits risk) and for the rest period claims as \$742,311
15 (\$4,639,447 x 40% class cert risk x 40% merits risk). (Bokhour Decl. ¶ 28).

16 Finally, Plaintiffs alleged derivative claims for waiting time penalties and wage statement
17 violations. But these claims were entirely derivative of the claims above, meaning that they only
18 had merit if the claims for unpaid wages or meal/rest breaks were successful. The maximum
19 values for these claims were as follows: (1) \$7,572,427 [1,482 former employees x \$21.29 per
20 hour x 8 hours per day x 30 days], and (2) \$3,570,200 for wage statement violations [71,404 wage
21 statements at the \$50 formula under § 226(e)]. (Bokhour Decl. ¶ 29).

22 But Defendant raised a variety of defenses to these derivative claims that impacted the
23 valuation. Namely, Defendant argued that the wage statements did not violate Labor Code § 226
24 and, even if there were a "technical" violation, Plaintiffs would be unable to prove the required
25 "knowing and intentional" and "injury" elements. Based on these facts and defenses, Plaintiffs
26 applied the 40% risk at class certification, and estimated another 40% risk on the merits, leading
27 to a risk-adjusted value of \$571,232 for the wage statement claims. (Bokhour Decl. ¶ 30).

1 Then, as to the waiting time penalty claim, Plaintiffs' valuation had to account for the fact
2 that this claim was derivative of the unpaid wage and meal/rest break claims, and if those claims
3 failed at certification or on the merits, there would be no waiting time penalties owed, so the same
4 risks for those claims applied to this claim. Furthermore, even if the unpaid wage and/or meal/rest
5 claims succeeded at certification and on the merits, Plaintiffs would have to prove that the
6 violations (if any existed) were "willful" under the meaning of Labor Code § 203. And, here,
7 Defendant argued there was no "willful" violation since they had compliant written policies and
8 any deviations therefrom were inadvertent and unintentional. As a result of this analysis,
9 Plaintiffs' counsel applied the 75% risk at class certification and a 75% risk on the merits, leading
10 to a risk-adjusted value of \$2,839,660. (Bokhour Decl. ¶ 31).

11 In sum, when factoring in the defenses and risks of ongoing litigation, Plaintiffs estimate
12 the risk-adjusted class recovery as follows:

13	• Unpaid Wage Claims	\$ 160,329
14	• Meal and Rest Break Claims	\$ 1,751,854
15	• Wage Statement Claims	\$ 571,232
16	• Waiting Time Penalty Claims	\$ 2,839,660
17	• Total Risk Adjusted Penalties and Damages	\$ 5,323,075

18 The reasonableness of the settlement is apparent from the fact that the proposed settlement
19 is 65% of the risk-adjusted class damages and penalties. (Bokhour Decl. ¶ 32). And while the
20 PAGA penalties had a maximum value in the mid seven figures, this fails to acknowledge that
21 courts have wide latitude to reduce the civil penalties "based on the facts and circumstances of a
22 particular case" and if "to do otherwise would result in an award that is unjust, arbitrary and
23 oppressive, or confiscatory." Labor Code § 2699(e)(2). Moreover, Defendant argued against the
24 merits of the underlying claims, particularly that the "willfulness" standard and/or "good faith"
25 defenses mitigated the civil penalty claims and rendered any such penalties uncertain. Defendant
26 also argued that it is improper to stack civil penalty claims on top of the underlying statutory
27 claim. (Bokhour Decl. ¶ 33). For these reasons, the Parties submit that the agreed-upon settlement
28 is fair and reasonable.

1 **E. PLAINTIFFS' COUNSEL IS EXPERIENCED IN WAGE-AND-HOUR LITIGATION**

2 The view of the attorneys actively conducting the litigation is entitled to significant weight
3 in deciding whether to approve the settlement. *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980)
4 87 F.R.D. 15, 18; *Kullar*, 168 Cal.App.4th at 128 (court must take into account “the experience
5 and view of counsel”).

6 Plaintiffs' Counsel are also highly experienced in Class/PAGA litigation, having
7 repeatedly been named “Super Lawyer” in employment litigation (a distinction awarded to only
8 5% of litigators), having achieved large settlements, among other things. (Bokhour Decl. ¶¶ 2-6;
9 Falakassa Decl. ¶¶ 3-9; Haines Decl. ¶¶ 2-16.). Plaintiffs' counsel, operating at arm's length,
10 weighed the strengths and risks of this case and are of the view that this is a fair and reasonable
11 settlement considering the nature of the claims, realistic risk-adjusted value, the complexities of
12 the case, state of the law, and uncertainties of class certification and litigation.

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

14 The proposed Class Notice should be approved, as it fully informs the Class Members of
15 the nature of the lawsuit and each Class Member's rights under the terms of the Settlement
16 Agreement and applicable law. How the Class Notice shall be disseminated, as outlined above,
17 shall ensure that all or nearly all of the Class Members shall be properly notified of the proposed
18 settlement.

19 The proposed Class Notice and plan for the Settlement Administrator to mail the Class
20 Notice to the last known address of all class members complies with all California Rule of Court
21 requirements 3.769(f) and 3.766(b). The contents of the proposed Class Notice include (1) the
22 material terms of the settlement; (2) the proposed attorneys' fees, litigation expenses, and the
23 costs of administration; (3) details about the final fairness hearing and how class members may
24 elect to exclude themselves or make an objection; and (4) how class members can obtain
25 additional information. *See* Class Notice (Exhibit B to Bokhour Decl.). In addition, it will inform
26 Class Members of their estimated settlement share.

27 The Court has broad discretion in approving the means of providing notice, so long as the
28 class representative “provide(s) meaningful notice in a form that should have a reasonable chance

1 of reaching a substantial percentage of class members.” *Archibald v. Cinerama Hotels*, (1976) 15
2 Cal.3d 853, 861. Here, the parties’ notice plan is that notice of the Settlement will be disseminated
3 directly to the class members by first class mail by the settlement administrator since Defendant
4 has the last known addresses of all class members, and the Settlement Administrator will perform
5 a skip trace and update those addresses for any class notices that are returned and re-send the
6 notice.

7 The Class Notice satisfies the requirements of Rule of Court 3.766 and affords Settlement
8 Class Members with all due process protections required by the United States Constitution.
9 Moreover, the contents of the Class Notice are in compliance with Cal. R. Ct. 3.766(d), because
10 the Notice includes, without limitation, (1) a detailed explanation of the case, including the basic
11 contentions or denials of the parties; (2) a statement that the court will exclude the member from
12 the class if the member so requests by a specified date; (3) a procedure for the member to follow
13 in requesting exclusion from the class; (4) a statement that the judgment, whether favorable or
14 not, will bind all members who do not request exclusion; and (5) a statement that any member
15 who does not request exclusion may, if the member so desires, enter an appearance through
16 counsel. The 45-day deadline for Class Members to exclude themselves is reasonable, as it
17 provides Class Members with sufficient time to do so and, if they so choose, to seek independent
18 legal advice in the interim. If a Class Member does not opt out, then he or she will automatically
19 be sent a settlement check.

20 **G. THE NON-REVERSIONARY “CHECKS CASHED” DISTRIBUTION ENSURES**
21 **MAXIMAL RECOVERY FOR CLASS MEMBERS**

22 The fact that each member who does not opt out of the Settlement shall be mailed a check
23 ensures that every Class Member will be paid unless he or she affirmatively acts to exclude
24 himself or herself. Moreover, the Settlement Amount is non-reversionary, which means that no
25 settlement funds will revert to Defendant; instead, if any checks are uncashed by the deadline, the
26 funds will be transferred to the selected *cy pres* recipients, Central California Legal Services and
27 The Salvation Army, subject to the approval of the Court. Such terms are favored by Courts and
28 demonstrate that there was no collusion between counsel for the parties and that the Settlement is

1 fair and favorable to the Class Members.

2 **H. THE ATTORNEY’S FEES AND COSTS ALLOCATION IS FAIR**

3 Under the terms of the Settlement Agreement, Class Counsel is requesting \$1,166,666.66
4 in attorneys’ fees, which is equal to one-third of the Settlement Amount. *See, e.g., Laffitte v.*
5 *Robert Half Int’l Inc.* (2016) 1 Cal.5th. 480 (approving 1/3 fee in the amount of \$6.33 million at
6 a 2.13 lodestar multiplier, when class action litigation establishes a monetary fund for the benefit
7 of the class members, the trial court may determine the amount of a reasonable fee by choosing
8 an appropriate percentage of the fund created); *see also Stuart v. RadioShack Corp.* (N.D. Cal.
9 Aug. 9, 2010) 2010 WL 3155645 (approving fee award of 1/3 of the total maximum settlement
10 amount of \$4.5 million) (the court noted that the fee award of 1/3 of the total settlement was “well
11 within the range of percentages which courts have upheld as reasonable in other class action
12 lawsuits”); *Singer v. Becton Dickinson and Co.* (S.D. Cal. June 1, 2010) 2010 WL 2196104, at
13 *8 (approving fee award of 33.33% of the common fund); *Romero v. Producers Dairy Foods,*
14 *Inc.* (E.D. Cal. Nov. 14, 2007), 2007 WL 3492841, at *4 (awarding fees of 1/3 of common fund
15 in a wage and hour class action, noting: “[f]ee awards in class actions average around one-third
16 of the recovery.”); *Martin v. FedEx Ground Package System, Inc.* (N.D. Cal. Dec. 31, 2008) 2008
17 WL 5478576, at *8 (approving fees of 1/3 of common fund).

18 Additionally, Class Counsel is seeking up to \$50,000 in litigation costs, pursuant to the
19 Settlement Agreement.

20 Once the Court grants preliminary approval of the Settlement Agreement and the Class
21 Notice is disseminated, Plaintiffs’ counsel will submit a comprehensive request for attorneys’
22 fees and costs with its final approval motion.

23 **I. THE REQUESTED SERVICE AWARDS ARE FAIR AND APPROPRIATE**

24 The Settlement Agreement provides an incentive award payment of \$7,500 to each named
25 Plaintiff, which is reasonable given the large recovery Class Members will receive on average
26 and the time and effort they devoted to this case. Plaintiffs spearheaded various litigation and
27 agreed to combine cases and their efforts were instrumental in obtaining the Settlement and
28 included providing factual background for the Class Action Complaint and PAGA letters,

1 providing documents and information about Defendant’s pay and timekeeping practices,
2 participating in phone calls to discuss litigation and settlement strategy, making themselves
3 available throughout the litigation to assist with analyzing the claims and defenses, helping Class
4 Counsel prepare for the mediation, and reviewing the settlement documents. The Plaintiffs also
5 greatly aided in the investigation and resolution of this case, and were instrumental in filing the
6 Consolidated Complaint, and in helping Class Counsel obtain facts necessary for the mediation.
7 Plaintiffs also provided documents and information about Defendant’s pay and timekeeping
8 practices, participated in phone calls to discuss litigation and settlement strategy, and assisted
9 with analyzing the claims and defenses. All Plaintiffs also assumed significant risk in bringing
10 this litigation—had they lost, they could have been ordered to pay Defendant’s costs. (Falakassa
11 Decl., ¶ 32)

12 The requested service awards fall within the range of incentive payments typically
13 awarded to Class Representatives in similar class actions. *See, e.g., Bond v. Ferguson Enterprises,*
14 *Inc.* (E.D. Cal. 2011) 2011 WL 2648879 (approving \$11,250 service award to each of the two
15 class representatives in a trucker meal break class action; *Ross v. US Bank National Association*
16 (N.D. Cal. 2010) 2010 WL 3833922, at *2 (approving \$20,000 enhancement award to Class
17 Representative in California wage-and-hour class action settlement); *Vasquez v. Coast Valley*
18 *Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 4150, 493 (approving service awards in the amount of
19 \$15,000 each from a \$300,000 settlement fund in a wage/hour class action); *West v. Circle K*
20 *Stores, Inc.* (E.D. Cal. 2006) 2006 U.S. Dist. LEXIS 76558, at *28 (“the court finds Plaintiffs’
21 enhancement payments of \$15,000 each to be reasonable.”); *Glass v. UBS Fin. Servs.* (N.D. Cal.
22 2007) 2007 U.S. Dist. LEXIS 8476, at *52 (finding “requested payment of \$25,000 to each of the
23 named Plaintiffs is appropriate” in wage and hour settlement); *Louie v. Kaiser Found. Health*
24 *Plan, Inc.* (S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 78314, at *18 (approving “\$25,000 incentive
25 award for each Class Representative” in wage an hour settlement).

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VI. THE COURT SHOULD APPOINT ILYM GROUP AS THE SETTLEMENT ADMINISTRATOR

Subject to the Court's approval, the parties stipulated that ILYM Group would serve as the Settlement Administrator. ILYM Group is experienced in administering class action settlements and has provided a flat fee proposal to administer this settlement for \$32,000. (Bokhour Decl. ¶ 42).

VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

The last step in the approval process is the formal hearing, whereby proponents of the settlement may explain and describe its terms and conditions and offer arguments in support of approval, and Class Members or their counsel may be heard in support of or in opposition to the settlement. Subject to the Court's approval, the Parties propose that the Court schedule a hearing for final approval approximately 130 days after the Preliminary Approval Date, as follows:

December 20, 2024	Preliminary Approval (PA) hearing
January 6, 2025 <i>(15 days after PA)</i>	Deadline for Defendant to Provide the Class Data to Settlement Administrator
January 20, 2025 <i>(14 days after Settlement Administrator Receives Class Data)</i>	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
March 6, 2025 <i>(45 days after mailing Class Notice)</i>	Deadline for Class Members to submit Requests for Exclusion, Objections, and Disputes to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for an award of attorney's fees, costs, and service payments.
9 court days before Final Approval hearing	Deadline for filing any written opposition to Plaintiffs' Motion for Final Approval of Settlement or any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing any written reply to opposition Motion for Final Approval of Settlement.
TBD (Approximately April 30, 2025)	Final Approval Hearing.

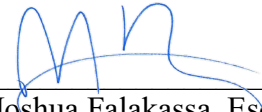
1 **VIII. CONCLUSION**

2 For all of the foregoing reasons, Plaintiffs respectfully request that the Court grant the
3 motion for preliminary approval of the class action settlement.
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5 Dated: November 26, 2024,

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

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8 BY:



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Attorneys for Plaintiffs and the Proposed
Settlement Class