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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – WEST COVINA COURTHOUSE

AMILKAR FRAUSTO, EDDIE NARVAEZ and MARTIN BARAJAS, individually, and on behalf of all person similarly situated; Plaintiffs, vs. ARCH TELECOM LLC; and DOES 1 through 50, Inclusive, Defendant.	Case No.: 22PSCV00477 *[Assigned for All Purposes to Hon. Lynette Gridiron Winston in Department 6]* **NOTICE OF RULING** Complaint Filed: May 19, 2022 Trial Date: None Scheduled

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Attorneys for Plaintiffs MARTIN BARAJAS and EDDIE NARVAEZ

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that the hearing on Motion for Preliminary Approval of Class Action and PAGA Settlement came regularly for hearing on October 1, 2026, in Department 6 of the above-referenced Court. Plaintiffs AMILKAR FRAUSTO, EDDIE NARVAEZ and MARTIN BARAJAS and Defendant ARCH TELECOM LLC appeared through their respective attorneys of record.

PLEASE TAKE FURTHER NOTICE that the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as set forth in the court's tentative ruling.

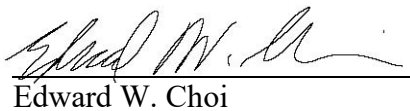
A true and correct copy of the Court's Tentative Ruling is attached hereto as Exhibit A.

A true and correct copy of the Court's October 1, 2026 Minute Order is attached hereto as Exhibit B.

Plaintiffs were ordered to provide notice.

DATED: October 2, 2026

LAW OFFICES OF CHOI & ASSOCIATES, P.C.

By: 

Edward W. Choi
Attorneys for Plaintiffs

EXHIBIT A

DEPARTMENT 6 LAW AND MOTION RULINGS

Case Number: 22PSCV00477 **Hearing Date:** October 1, 2026 **Dept:** 6

CASE NAME: **Amilkar Frausto v. Arch Telecom, Inc.**

Motion for Preliminary Approval of Class Action Settlement

TENTATIVE RULING

The Court GRANTS preliminary approval of the Settlement Agreement and finds as follows:

(1) The settlement appears to be in the range of reasonableness of a settlement that could ultimately be granted final approval by the Court;

(2) Grant conditional class certification;

(3) Appoint Haig B. Kazandjian Lawyers, APC; Diversity Law Group, P.C.; Law Offices of Choi & Associates, APLC; David Lee Law, APC; and Brandon Banks Law, APC as Class Counsel;

(4) Appoint Plaintiffs Amilkar Frausto, Eddie Narvaez, and Martin Barajas as Class Representatives;

(5) Approve the notice;

(6) Set the scheduled matters as indicated below; and

(7) Plaintiffs' counsel shall file a proposed Order, consistent with this ruling within 5 court days.

The following schedule is proposed by the Court:

Preliminary Approval Hearing – October 1, 2026

Deadline for Serving Notices to Class Members – October 29, 2026 (28 calendar days from preliminary approval)

Deadline for Requests for Exclusion and Objections – 60 calendar days from initial mailing

Deadline for Class Counsel to File Motion for Final Approval of Settlement and Motion for Attorney Fees and Response to any Objections – _____ (16 court days before hearing)

Final Fairness Hearing and Final Approval – _____

Plaintiffs are ordered to give notice of the Court's ruling within five calendar days of this order.

BACKGROUND

This is a Private Attorneys General Act employment action. On May 19, 2022, plaintiff Amilkar Frausto filed this action against defendant Arch Telecom, Inc. (Defendant) and Does 1 through 50, alleging causes of action for failure to provide employment records, overtime/double time, meal/rest breaks, minimum wage,

accurate/itemized wage statements, reporting time, split shifts, all wages paid on time, all wages paid on discharge/termination, failure to reimburse, and seeking civil penalties.

On August 19, 2026, plaintiffs Amilkar Frausto (Frausto), Eddie Narvaez (Narvaez), and Martin Barajas (Barajas) (collectively, Plaintiffs) filed the operative First Amended Class Action Complaint for Damages and Penalties (FAC) against the same Defendant and Does 1 through 50, alleging causes of action for violation of Labor Code sections 201-204, 510, and 1194, violation of Labor Code section 226, violation of Labor Code sections 226.7 and 512, violation of Labor Code sections 201-203, 233 and 246, violation of Business and Professions Code § 17200 et seq., and violation of California Private Attorneys General Act ("PAGA") Labor Code § 2698 et seq.

The settlement is predicated on the consolidation of this action with *Barajas v. Arch Telecom, Inc.*, Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2319797, and *Narvaez v. Arch Telecom, Inc.*, Superior Court of the State of California, County of San Bernardino, Case No. CIVVS2400028. On July 28, 2026, the Court entered the parties' stipulation granting Plaintiff leave to file the FAC. Consistent with the Court's August 18, 2026 order, Plaintiffs filed the FAC as noted above, adding Eddie Narvaez and Martin Barajas as named plaintiffs and consolidating the related actions. Notice of the Court's August 18, 2026 ruling was served on August 19, 2026.

Counsel represents that the parties engaged in pre- and post-filing investigation, formal and informal discovery, pre-mediation exchanges of information, and arms-length and adversarial negotiations, and that Plaintiffs' counsel assessed each claim separately with the assistance of a consulting damages expert in light of Defendant's defenses and the risks of class certification and representative treatment. The Representative Plaintiffs participated in the litigation, including the Mandatory Settlement Conference. The parties executed a longform Class Action and PAGA Settlement Agreement, a fully executed copy of which is attached to the Supplemental Declaration of Haig B. Kazandjian as Exhibit 1.

On July 6, 2026, Plaintiff moved for preliminary approval of class action settlement. On August 18, 2026, the Court continued the hearing for Plaintiff to file the FAC and address various issues. On September 17, 2026, Plaintiff submitted additional declarations and documentation for the Court's review. The motion is unopposed.

LEGAL STANDARD

As a "fiduciary" of the absent class members, the trial court's duty is to have before it sufficient information to determine if the settlement is fair, adequate, and reasonable. (*7-Eleven Owners for Fair Franchising v. The Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, 1802 (*Dunk*).)

California Rules of Court, rule 3.769 governs settlements of class actions. Any party to a settlement agreement may submit a written notice for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion. (California Rules of Court, rule 3.769, subd. (c).)

In determining whether to approve a class settlement, the court's responsibility is to "prevent fraud, collusion or unfairness to the class" through settlement and dismissal of the class action because the rights of the class members, and even named plaintiffs, "may not have been given due regard by the negotiating parties." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 60.)

In an effort to aid the Court in the determination of the fairness of the settlement, *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245 (*Wershba*), discusses factors that the Court should consider when testing the reasonableness of the settlement.

A presumption of fairness exists where: 1) the settlement is reached through arm's length bargaining; 2) investigation and discovery are sufficient to allow counsel and the Court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Wershba*, *supra*, 91 Cal.App.4th at p. 245, citing *Dunk*, *supra*, 48 Cal.App.4th at p. 1802.) The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba*, *supra*, 91 Cal.App.4th at p. 250.)

In making this determination, the Court considers all relevant factors including "the strength of [the] plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.'" (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 (*Kullar*), citing *Dunk*, *supra*, 48 Cal.App.4th at p. 1801.)

"The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." (*City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242 ["[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators"].)

DISCUSSION

SETTLEMENT CLASS DEFINITION

"Class" means all persons employed in California by Defendant and classified as a non-exempt hourly employee during the Class Period. (Settlement Agreement, ¶ 1.5.)

"Class Period" means the period from August 23, 2019, through the date of the order granting preliminary approval. (Settlement Agreement, ¶ 1.12.)

"Aggrieved Employee" means a person employed in California by Defendant and classified as a non-exempt hourly employee during the PAGA Period. (Settlement Agreement, ¶ 1.4.)

There are approximately 1,376 Class Members. (Kazandjian Decl. (7/9/26), ¶ 10.)

The parties agree to class certification for the purposes of settlement. (Settlement Agreement, ¶ 12.1.)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

The Gross Settlement Amount (GSA) is **$875,000.00**, non-reversionary. (Settlement Agreement, ¶ 1.22; Kazandjian Suppl. Decl. (9/16/26), ¶ 27.)

The Net Settlement Amount ("Net") (approximately **$318,600.00**) is the GSA minus the following:

- Up to **$306,250.00** (35%) for attorney fees, (Kazandjian Decl. (7/9/26), ¶ 9);
- Up to **$120,000.00** for litigation costs, (Kazandjian Decl. (7/9/26), ¶ 9);

- Up to **$30,000.00** for Class Representative Service Payments (**$10,000.00** to each of the three named Plaintiffs), (Settlement Agreement, ¶ 3.2.1);

- **$12,650.00** for settlement administration costs, (Settlement Agreement, ¶ 3.2.3); and

- **$87,500.00** for alleged civil penalties under PAGA, of which $65,625.00 (75%) will be paid to the LWDA and **$21,875.00** (25%) will be distributed to the Aggrieved Employees, (Settlement Agreement, ¶ 3.2.5.).

Defendant will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. (Kazandjian Decl. (7/9/26), ¶ 11.)

There is no claim form requirement; Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. (Kazandjian Decl. (7/9/26), ¶ 11.)

Individual Settlement Payment Calculation: Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total Class Period Workweeks worked for Defendant in California during the Class Period. (Kazandjian Decl. (7/9/26), ¶ 12.)

Tax Allocation: 10% as wages and 90% as penalties and interest. (Kazandjian Decl. (7/9/26), ¶ 11.)

Uncashed Settlement Checks: Any amounts not claimed because a class member does not cash his or her settlement check will be forwarded to the California State Controller's Unclaimed Property Fund in the name of that class member. (Kazandjian Decl. (7/9/26), ¶ 9.)

The settlement administrator will be ILYM Group, Inc. (Kazandjian Decl. (7/9/26), ¶ 13; Kazandjian Suppl. Decl., ¶ 2.)

The estimated average award is approximately $231.54 per Participating Class Member. (Kazandjian Decl. (7/9/26), ¶ 12.)

The named Plaintiffs and class members will release certain claims against Defendant. (See further discussion below.)

ANALYSIS OF SETTLEMENT AGREEMENT

Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? Yes. The parties engaged in arms-length and adversarial negotiations before the parties executed the longform Settlement Agreement. (Kazandjian Decl. (7/9/26, ¶ 8; Frausto Suppl. Decl., ¶ 10; Lee Decl. (7/9/26, ¶ 2; Lee Suppl. Decl., ¶ 10; Banks Suppl. Decl., ¶ 10.) Frausto attended the Mandatory Settlement Conference, while Narvaez and Barajas participated in the litigation through settlement. (Frausto Suppl. Decl., ¶ 4; Barajas Suppl. Decl., ¶ 4; Narvaez Suppl. Decl., ¶ 4.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that, with the assistance of a consulting damages expert, Plaintiffs' counsel assessed each claim separately in light of Defendant's defenses, the risks of class certification and representative treatment, the proof required on liability and damages, and the possibility of further litigation, trial, appeal, and delay. (Kazandjian Suppl. Decl., ¶ 4.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in wage and hour class action litigation and has been appointed class counsel in numerous similar matters. (Choi

Suppl. Decl., ¶ 4; David Lee Suppl. Decl., ¶ 7; Banks Suppl. Decl., ¶ 6; Kazandjian Decl. (7/9/26), ¶¶ 35-38.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing.

CONCLUSION: The settlement is entitled to a presumption of fairness.

Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiffs' case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) In response to the Court's August 18, 2026 order, Class Counsel provided a claim-by-claim, risk-adjusted valuation tying each discount to the specific merits and certification risks. (Kazandjian Suppl. Decl., ¶ 4.) Counsel estimated an approximately 60% chance of prevailing on the overtime/regular-rate, meal-period, and sick-pay claims, an approximately 10% chance on the rest-period claims (premised on a facially lawful written policy and the absence of rest-break time records), and an approximately 30% chance on the derivative waiting-time and wage-statement penalty claims. (Kazandjian Suppl. Decl., ¶¶ 5, 7, 9-10.) Applying these probabilities, counsel calculated risk-adjusted values of approximately $1,134,573.90 in primary damages and approximately $2,365,003.10 in penalties. The $875,000.00 GSA represents approximately 25% of that risk-adjusted valuation. (Kazandjian Suppl. Decl., ¶ 17.) The Court finds this explanation sufficient at the preliminary-approval stage under *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 803. So that the record is internally consistent for final approval, the Court directs counsel to correct the apparent transposition of the risk-adjusted values assigned to the overtime and meal-period claims. (See Kazandjian Suppl. Decl., ¶¶ 5-6.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226.) Defendant contends that the meal- and rest-period claims would require individualized inquiries, creating a risk to class certification. (Kazandjian Suppl. Decl., ¶ 6.)

4. Amount offered in settlement. Counsel has negotiated a Settlement of $875,000.00, which is approximately 25% of the risk-adjusted valuation of the claims, which is in the ballpark of reasonableness. (Kazandjian Suppl. Decl., ¶ 17.) The $875,000.00 settlement amount, after reduction by the requested deductions, leaves approximately $318,600.00 to be divided among approximately 1,376 Class Members, for an estimated average award of approximately $231.54. (Kazandjian Decl. (7/9/26), ¶¶ 9-12.)

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient investigation and discovery, including expert analysis of Defendant's data. (Kazandjian Suppl. Decl., ¶ 4.)

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions. (Choi Suppl. Decl., ¶ 4.)

7. Presence of a governmental participant. The LWDA has been notified of the PAGA portion of the settlement. (Kazandjian Decl. (7/9/26), ¶ 18; Choi Suppl. Decl., Exs. C-D; Kazandjian Suppl. Decl.,

Ex. 4.)

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object and/or opt-out. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

Scope of the release

Upon funding of the Gross Settlement Amount, the Participating Class Members will release the claims arising out of or related to the facts alleged in the Operative Complaint that arose during the Class Period, and the Aggrieved Employees will release all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices. (Settlement Agreement, ¶¶ 5.2-5.3; Kazandjian Decl., Ex. 3.) The named Plaintiffs will each provide a broader general release of their own claims that absent Class Members are not required to give. (Kazandjian Decl. (7/9/26), ¶ 5.)

May conditional class certification be granted?

Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk*, *supra*, 48 Cal.App.4th at p. 1807, fn. 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba*, *supra*, 91 Cal.App.4th at p. 240.)

Analysis

1. Numerosity. There are approximately 1,376 class members. (Kazandjian Decl. (7/9/26), ¶ 10.) This element is met.

2. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) Class Members are identifiable through Defendant's business records. (Kazandjian Decl. (7/9/26), ¶ 19.)

3. Community of interest. "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) Common legal and factual questions exist, including whether Defendant paid Class Members for all hours worked, whether Defendant provided all required meal and rest periods or compensation in lieu thereof, whether Defendant properly paid sick pay, and whether Defendant provided proper itemized wage statements. (Kazandjian Decl. (7/9/26), ¶ 21.) The named Plaintiffs' claims are typical of the Class Members because they were subject to the same policies and practices, and the Plaintiffs are adequate representatives with no conflicts with the class. (Choi Decl., ¶ 8; David Lee Suppl. Decl., ¶ 11.) Plaintiffs Barajas and Narvaez each attest that they are acting as representatives for the Class, will place the Class's interests ahead of their own, and are aware of no conflicts with the Class. (Narvaez Suppl. Decl., ¶ 3; Barajas Suppl. Decl., ¶ 3.)

4. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions. (Choi Decl., ¶ 4.)

5. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class may be conditionally certified since the prerequisites of class certification have been satisfied.

Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement. The Notice's content appears to be acceptable. It includes a summary of the litigation; the terms of the settlement; the proposed deductions from the Gross Settlement Amount, including attorney fees, litigation expenses of up to $120,000.00, Class Representative Service Payments, settlement administration costs, and PAGA penalties payable to the LWDA; the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing. The Court's August 18, 2026 order directed that the Class Notice reflect the $120,000.00 cost ceiling, but the operative Class Notice already discloses "up to $120,000.00" for Class Counsel's litigation expenses. (Kazandjian Suppl. Decl., ¶ 58, Ex. 1, p. 27, ¶ 3.2.)

2. Method of class notice. The Settlement Administrator shall send each Settlement Class Member the Class Notice via First-Class U.S. Mail, after processing the class list against the National Change of Address database, and shall perform skip-trace searches and re-mail any notices returned as undeliverable. (Mullins Decl., ¶¶ 7-8.) Settlement Class Members will have a 60-day period to opt out, dispute, or object. (Mullins Decl., ¶ 9.) Notice of entry of the final judgment will be provided to the Class through the Settlement Administrator's posting of the judgment on the settlement website, www.ilymgroup.com/ArchTelecom, consistent with California Rules of Court, rule 3.771, subdivision (b). (Mullins Decl., ¶ 6; Cal. Rules of Court, rule 3.771, subd. (b).)

3. Cost of class notice. Settlement administration costs are estimated to equal $12,650.00. (Mullins Decl., ¶ 11.) Before the final fairness hearing, the Settlement Administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court. ILYM Group, Inc. is a professional class action administration firm with over twenty years of combined experience that has administered settlements ranging in size from 26 to approximately 4.5 million class members; it maintains Errors & Omissions insurance of up to $2,000,000.00 per incident and Cyber insurance of up to $5,000,000.00 per incident, and it has no financial interest in, or affiliation with, any party or counsel in this matter. (Mullins Decl., ¶¶ 2-3, Ex. A.)

Attorney fees and costs

California Rules of Court, rule 3.769, subdivision (b), states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action." (Cal. Rules of Court, rule 3.769, subd. (b).)

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) In common fund cases, the Court may utilize the percentage method, cross-checked by the lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney

fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

In response to the Court's August 18, 2026 order, Class Counsel provided the requested lodestar cross-check. Counsel seeks fees of 35% of the GSA, or $306,250.00, against a combined lodestar of $539,729.54, which reflects a negative multiplier of approximately 0.57. (Kazandjian Suppl. Decl., ¶¶ 18, 21-22.) The question of whether Class Counsel is entitled to $306,250.00 (35%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the Court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel. In the final motion, counsel must reconcile the lodestar stated for Diversity Law Group, P.C., which is described both as "$39,468.29" and as "57.90 hours x $900.00 per hour," which actually equals $52,110.00. (See Larry Lee Suppl. Decl., ¶ 9.)

Class Counsel should also be prepared to justify the costs (capped at $120,000.00) sought by detailing how they were incurred. Counsel has documented costs to date of approximately $95,764.83. (Kazandjian Suppl. Decl., ¶ 25.) In the final motion, counsel must reconcile the costs attributed to Diversity Law Group, P.C., which are stated as $403.06 in the Kazandjian Supplemental Declaration but as $2,718.29 in the Supplemental Declaration of Larry W. Lee. (Kazandjian Suppl. Decl., ¶ 25; Larry Lee Suppl. Decl., ¶ 11.)

Incentive Award to Class Representative

Class Counsel will seek incentive awards of $10,000.00 to each of the three named Plaintiffs. (Kazandjian Suppl. Decl., ¶¶ 29, 37.) In response to the Court's August 18, 2026 order, each Plaintiff submitted a supplemental declaration addressing the risks undertaken, including the risk of personal liability for Defendant's fees and costs, the broad general release each provided that absent Class Members did not, the reputational risk of a public-record action against a former employer, and the time and effort expended. (Narvaez Suppl. Decl., ¶ 8; Barajas Suppl. Decl., ¶ 8; Frausto Suppl. Decl., ¶¶ 4-6.) The question of whether each named Plaintiff is entitled to this sum will be addressed at the fairness hearing, where the Court will scrutinize the requested awards in light of the average class recovery of approximately $231.54. (See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805; *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 533.) In the final motion, counsel must reconcile the hours attributed to Plaintiffs Barajas and Narvaez, described as 30 hours in the Kazandjian Supplemental Declaration and as 40 hours in their own supplemental declarations. (Kazandjian Suppl. Decl., ¶ 33; Narvaez Suppl. Decl., ¶ 4; Barajas Suppl. Decl., ¶ 4.)

Based on the foregoing, the Court GRANTS the motion.

CONCLUSION

The Court GRANTS preliminary approval of the Settlement Agreement and finds as follows:

(1) The settlement appears to be in the range of reasonableness of a settlement that could ultimately be granted final approval by the Court;

(2) Grant conditional class certification;

(3) Appoint Haig B. Kazandjian Lawyers, APC; Diversity Law Group, P.C.; Law Offices of Choi & Associates, APLC; David Lee Law, APC; and Brandon Banks Law, APC as Class Counsel;

(4) Appoint Plaintiffs Amilkar Frausto, Eddie Narvaez, and Martin Barajas as Class Representatives;

(5) Approve the notice;

(6) Set the scheduled matters as indicated below; and

(7) Plaintiffs' counsel shall file a proposed Order, consistent with this ruling within 5 court days.

The following schedule is proposed by the Court:

Preliminary Approval Hearing – October 1, 2026

Deadline for Serving Notices to Class Members – October 29, 2026 (28 calendar days from preliminary approval)

Deadline for Requests for Exclusion and Objections – 60 calendar days from initial mailing

Deadline for Class Counsel to File Motion for Final Approval of Settlement and Motion for Attorney Fees and Response to any Objections – _____ (16 court days before hearing)

Final Fairness Hearing and Final Approval – _____

Plaintiffs are ordered to give notice of the Court's ruling within five calendar days of this order.

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

East District, West Covina Courthouse, Department 6

22PSCV00477 October 1, 2026
AMILKAR FRAUSTO vs ARCH TELECOM, INC.A CALIFORNIA CORPORATION 8:30 AM

Judge: Honorable Lynette Gridiron Winston CSR: None
Judicial Assistant: Rudy Aragon ERM: None
Courtroom Assistant: Crystal Maldonado Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Elen Sahakyan , by Edward Choi via LACC

For Defendant(s): Ethan Chen via LACC

NATURE OF PROCEEDINGS: Hearing on Motion - Other Motion for Preliminary Approval of Class Action And PAGA Settlement

The matter is called for Hearing.

Parties state they have read and submit on the Court's Tentative Ruling.

With no oral argument, the Court will adopt its Tentative Ruling as the final order of the Court as follows:

The Motion for Preliminary Approval of Settlement filed by AMILKAR FRAUSTO on 07/09/2026 is Granted.

(1) The settlement appears to be in the range of reasonableness of a settlement that could ultimately be granted final approval by the Court;

(2) Grant conditional class certification;

(3) Appoint Haig B. Kazandjian Lawyers, APC; Diversity Law Group, P.C.; Law Offices of Choi & Associates, APLC; David Lee Law, APC; and Brandon Banks Law, APC as Class Counsel;

(4) Appoint Plaintiffs Amilkar Frausto, Eddie Narvaez, and Martin Barajas as Class Representatives;

(5) Approve the notice;

(6) Set the scheduled matters as indicated below; and

22PSCV00477 October 1, 2026
AMILKAR FRAUSTO vs ARCH TELECOM, INC.A CALIFORNIA CORPORATION 8:30 AM

Judge: Honorable Lynette Gridiron Winston CSR: None
Judicial Assistant: Rudy Aragon ERM: None
Courtroom Assistant: Crystal Maldonado Deputy Sheriff: None

(7) Plaintiffs' counsel shall file a proposed Order, consistent with this ruling within 5 court days.

The following schedule is proposed by the Court:

-- Preliminary Approval Hearing – October 1, 2026

-- Deadline for Serving Notices to Class Members – October 29, 2026 (28 calendar days from preliminary approval)

-- Deadline for Requests for Exclusion and Objections – 60 calendar days from initial mailing

-- Deadline for Class Counsel to File Motion for Final Approval of Settlement and Motion for Attorney Fees and Response to any Objections 1/12/27

Plaintiffs are ordered to give notice of the Court's ruling within five calendar days of this order.

The Court's findings are reflected in the Court's tentative ruling, which is filed this date and incorporated into the Court file.

Fairness Hearing and Final Approval is scheduled for 02/04/2027 at 08:30 AM in Department 6 at West Covina Courthouse.

Plaintiffs are ordered to give notice.

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071. My email address is willtur@choiandassociates.com.

On October 2, 2026, I served the foregoing document(s) described as: **NOTICE OF RULING** on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

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Attn. PAGA Administrator
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Oakland, CA 94612

__X__ **BY ELECTRONIC SERVICE**
I caused such document to be served on the offices of the addressees listed above via electronic mail.

__X__ **(State)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 2, 2026, at Los Angeles, California.



Willtur Cho