

D.LAW, INC.

David Keledjian (SBN 309135)

d.keledjian@d.law

David Arakelyan (SBN 337076)

d.arakelyan@d.law

450 N Brand Blvd, Suite 840

Glendale, CA 91203

Telephone: (818) 962- 6465

Facsimile: (818) 962-6469

Attorneys for Plaintiffs UDOKA NWEKE and
FARLEY LEWIS DOXEY, on behalf of themselves
and others similarly situated

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

UDOKA NWEKE and FARLEY LEWIS
DOXEY, on behalf of themselves and all
others similarly situated, and the general
public,

Plaintiffs,

vs.

KERBEROS INTERNATIONAL, INC., a
Texas Corporation; and DOES 1 through
50, inclusive,

Defendant.

Case No.: 23CV008209

CLASS ACTION

*Assigned for All Purposes to Hon. Lauri A.
Damrell, Dept. 22*

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed concurrently with Plaintiffs' Notice of
Motion and Motion; Declaration of David
Keledjian; and [Proposed] Order]; and
[Proposed] Judgment]*

Date: December 19, 2025

Time: 9:00 AM

Dept.: 22

Original Complaint Filed: September 8, 2023
First Amended Complaint Filed: November 16,
2023
Second Amended Complaint Filed: May 15,
2024
Trial Date: None Set

1	<u>TABLE OF CONTENTS</u>	
2	I. INTRODUCTION	1
3	II. STATUS OF THE LITIGATION.....	2
4	A. Procedural History	2
5	B. Investigation.....	3
6	C. Settlement Efforts	3
7	III. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS	4
8	IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.....	5
9	A. CRITERIA FOR SETTLEMENT APPROVAL.....	6
10	B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA	7
11	1. The Settlement Follows Substantial Investigation and Discovery and Is the Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were Represented By Experienced Counsel.....	7
12	2. The Settlement Follows Substantial Investigation and Discovery and Is the Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were Represented By Experienced Counsel.....	8
13	3. Class Members Received The Best Practicable Notice	9
14	4. Zero Class Members Have Objected to the Settlement and Zero Class Members Have Opted out of the Settlement.	9
15	5. The Enhancement Award to Plaintiffs Is Reasonable and Fair.....	10
16	6. The Payment of Attorneys' Fees Is reasonable and Therefore Falls within the Range of Approval by the Court.....	11
17	V. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE.....	16
18	A. THE LEGAL STANDARD	16
19	B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT CLASS ARE SATISFIED	17
20	C. There Is a Numerous and Ascertainable Class.....	17
21	D. There Is a Well-Defined Community of Interest	18
22	E. C. The Named Plaintiffs' Claims Are Typical.....	19
23	F. D. Adequacy of Class Counsel and Class Representative	19
24	G. E. Predominance and Superiority.....	20
25	VI. CONCLUSION.....	20

TABLE OF AUTHORITIES

CASES

7- Eleven Owners for Franchising v. Southland Corp. (2000) 85 Cal. App.4th 224	9
Abate v. Pittsburgh Plate Glass Co. (1974) 419 U.S. 900.....	10
Abzug v. Kerkorian CA000981 (Los Angeles County Sup.Ct., November 1990)	12
B.W.I. Custom Kitchens v. Owens-Illinois, Inc. (1987) 191 Cal.App.3d 1341	19
Barile v. Boston Market Corporation, Case No.: 05 CV 1360 BTM (JMA).....	12
Bihun v. AT&T Information System (1993) 13 Cal.App.4th 976	13
Bogosian v. Gulf Oil Corp. (E.D. Pa. 1985) 621 F. Supp. 27	10
Bryan v. Pittsburgh Plate Glass Co. (PPG Industries, Inc.) (W.D. Pa. 1973) 59 F.R.D. 616, 617, aff'd 494 F.2d 799 (3d Cir.)	10
Bushnell v. Cremer, Inc. (Orange County Sup.Ct., Case No. 657778)	12
Cartt v. Superior Court, 50 Cal. App. 3d 960 (1975)	9
Cho v. Seagate Tech. Holdings, Inc., 177 Cal.App.4th 734 (2009).....	9
Class Plaintiffs v. City Of Seattle (9th Cir. 1992) 955 F.2d 1268.....	6
Classen v. Weller (1983)145 Cal.App.3d 27	19
Crandall v. U-Haul (Los Angeles County Sup.Ct., Case No. BC178775).....	12
Daar v. Yellow Cab Company 67 Cal. 2d 695, 704 (1967)	16, 17
Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794	6, 7
Elliott v. Clothestime (Orange County Sup. Ct., Case No. 01-CC00333)	12
Glendora Comm. Redev. Agency v. Demeter (1984) 155 Cal.App.3d 456.....	15
Haitz v. Meyer, et al., Alameda County Sup. Court, 8-20-1990 No. 572968-3.....	12
Hanlon v. Chrysler Inc. (9th Cir. 1998) 150 F. 3d 1011.....	6, 9
In re Cellphone Fee Termination Cases, 186 Cal.App.4th 1380 (2010)	9
In Re NASDAQ Market-Makers Antitrust Litigation 172 F.R.D. 119, 123 (SDNY 1997)	18
In re Vitamin Cases, 107 Cal. App. 4th 820 (2003).....	9
Kirkorian v. Borelli, (N.D. Cal.1988)695 F. Supp. 446.....	7
Laffitte v. Robert Half Intern. Inc. (Aug. 11, 2016) 205 Cal.Rptr.3d 555	11
Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 439-441	6, 16, 17
Mullane v. Central Hanover Bank & Trust Company, 339 U.S. 306 (1950)	9
Phillips Petroleum Co. v. Shutts, 472 U.S. 797 (1985).....	9
Prince v. CLS Transp., Inc. 118 Cal. App. 4th 1320, 1328 (2004)	17
Reyes v. Board of Supervisors of San Diego County 196 Cal. App. 3d 1263, 1271 (1987).....	17
Richmond v. Dart Industries, Inc. (1981) 29 Cal.3d 462	16
Richmond v. Dart Industries, Inc. 29 Cal. 3d 462 (1981).....	17

1	<i>Rippee v. Boston Market Corporation</i> , Case No.: 05 CV 1359 BTM (JMA)	12
2	<i>Rosack v. Volvo of America Corp</i> 131 Cal. App. 3d 741, 753 (1982)	18
3	<i>Serrano v. Priest</i> (1975) 20 Cal.3d 25	13
4	<i>State v. Levi Strauss & Co.</i> (1986) 41 Cal. 3d 460	6
5	<i>Staton v. Boeing</i> (9th Cir. 2003) 327 F.3d 938	10
6	<i>Syers Properties III, Inc. v. Rankin</i> (2014) 226 Cal.App.4th 691	14
7	<i>Van Vranken v. Atlantic Richfield Co.</i> (N.D. Cal. 1995) 901 F. Supp. 294.....	10
8	<i>Vasquez v. Superior Court</i> 4 Cal. 3d 800, 805-9 (1971).....	17, 18
9	<i>Vulcan So. of Westchester County, Inc. v. Fire Department of White Plains</i> (S.D.N.Y. 1981) 505 F.Supp.955	7
10	<i>Wershba v. Apple Computer, Inc.</i> (2001). 91 Cal.App.4th 224	6, 19
11	<i>Wilson v. Bank of Am. Natl. Trust & Savs. Assn.</i> , No. 643872 (Cal. Sup. Ct., Aug. 16, 1982)	15

STATUTES

12	<u>Labor Code</u> § 204.....	2
13	<u>Labor Code</u> § 226.....	2
14	<u>Labor Code</u> § 226.7.....	2
15	<u>Labor Code</u> § 510.....	2
16	<u>Labor Code</u> § 2802.....	2
17	<u>Labor Code</u> § 2699.....	2
18	<i>Code Civ. Proc.</i> § 382	16
19	<i>Newberg on Class Actions</i> (4th ed. 2002) § 11.41	6
20	<i>Newberg on Class Actions</i> at § 12.46	10
21	<i>Second</i> §30.44.....	6

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On July 11, 2025, this Court entered an order preliminarily approving the parties' Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement") entered into by Plaintiffs Udoka Nweke and Farley Lewis Doxey ("Plaintiffs"), on behalf of themselves and other similarly situated persons employed by Defendant Kerberos International, Inc. ("Defendant") (hereinafter Plaintiffs and Defendant are collectively referred to as the "Parties") in California as non-exempt employee during the Class Period, which is from September 22, 2022 through April 4, 2024 ("Class Members" or "the Class"). Under the Settlement, the wage and hour claims of 62 Class Members who did not opt out ("Participating Class Members") will be resolved for \$80,000.00.

Notice of the Settlement was distributed in accordance with the Court's preliminary approval order, and the response was excellent. Zero Class Members objected to the Settlement, zero contested the workweeks, and zero opted out of the Settlement. (Declaration of David Keledjian ("Keledjian Decl."), ¶ 11; Declaration of Karla Nava ("Nava Decl."), ¶¶ 8 – 10.) The fact that there was a 100% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate. (Keledjian Decl., ¶ 12.) The Individual Class Payment will average **\$241.39** per Participating Class Member, the highest payment is **\$991.14**, and the lowest payment is **\$16.52** (Keledjian Decl., ¶ 9; Nava Decl., ¶ 16.) The highest individual PAGA Payment to an Aggrieved Employee is approximately **\$119.28**, the average individual PAGA Payment is approximately \$ **32.26**, and the lowest individual PAGA Payment is approximately **\$3.98**. (Keledjian Decl., ¶ 9; Nava Decl., ¶ 18.) In the opinion and experience of Class Counsel, the Settlement is fair, adequate, and reasonable and will convey a substantial benefit to all Class Members. (Keledjian Decl., ¶ 15.)

The proposed Settlement satisfies the criteria for final settlement approval under California law. Consequently, Plaintiffs move this Court for an order: (1) certifying this lawsuit as a class action for settlement purposes only; (2) approving the class action Settlement embodied in the

Parties’ Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”); (3) confirming Plaintiffs as Class Representatives; (4) confirming the appointment of Emil Davtyan, David Yeremian, David Keledjian, and David Arakelyan of D.Law, Inc., as Class Counsel; (5) approving Class Counsel’s application for attorneys’ fees of \$26,667.67 (“Class Counsel Fees Payment”) and reasonably incurred litigation costs of \$17,367.08 (“Class Counsel Litigation Expenses Payment”); (6) approving the enhancement award to Plaintiffs (“Class Representative Service Payment” or “Enhancement Award”); (7) approving the payment of the Settlement Administrator’s invoice for costs of administration in the amount of \$3,000.00 (“Administration Costs”); and (8) approving the “PAGA Penalties” payment consisting of \$8,000.00, with 75% or \$6,000.00 to the Labor and Workforce Development Agency (“LWDA PAGA Payment”), and 25% or \$2,000.00 to be allocated to the Aggrieved Employees on a pro-rata basis according to the number of PAGA Pay Periods worked during the PAGA Period (“Individual PAGA Payment”). (Keledjian Decl., ¶ 8; Exhibit 1, ¶¶ 3.1, 3.2, 3.2.1 – 3.2.5.)

II. STATUS OF THE LITIGATION

A. Procedural History

On September 8, 2023, Plaintiff Udoka Nweke filed a class action complaint alleging causes of action against Defendant for (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); (4) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (5) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202, and 203); (6) Failure to Indemnify (Lab. Code § 2802); and (7) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.) (“Action”). (Keledjian Decl., ¶ 3.)

On September 8, 2023, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff NWEKE gave timely written notice to Defendant and California’s Labor and Workforce Development Agency (“LWDA”) by sending his PAGA Notice (LWDA-CM-980435-23). On November 16, 2023, Plaintiff Nweke filed an amended his First Amended Complaint (“FAC”). (Keledjian Decl., ¶ 5.)

1 On March 15, 2025, after receiving leave to file a Second Amended Complaint, Plaintiff
2 filed a Second Amended Complaint (“Operative Complaint”) adding Farley Lewis Doxey as a
3 named plaintiff to the Action. (Keledjian Decl., ¶ 6.)

4 After initiating the Action, the Parties agreed to explore resolution via mediation and engage
5 in informal discovery in preparation for mediation. (Keledjian Decl., ¶ 7.)

6 **B. Investigation**

7 Before filing the lawsuit, Class Counsel conducted a thorough investigation and researched
8 the facts and circumstances underlying the pertinent issues and applicable law. (Declaration of
9 David Keledjian filed in support of Plaintiffs’ Unopposed Motion for Motion for Preliminary
10 Approval of Class Action and PAGA Settlement (“Keledjian PA Decl.”) ¶ 17.) This required
11 thorough discussions and interviews between Class Counsel and Plaintiffs, in addition to the above-
12 described research into the various legal issues involved in the case. (*Id.*) After filing the lawsuit,
13 Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action,
14 including (1) conducting informal discovery and meeting and conferring with defense counsel
15 about same; (2) reviewing and analyzing records and data, as well as employment-related policies;
16 (3) reviewing Plaintiffs’ personnel file and other documentation; (4) interviewing Plaintiffs
17 regarding potential Class Members; (5) researching the applicable law and potential defenses; (6)
18 constructing damage models based on interpretations of California law and the facts and numbers
19 provided by Defendants; and (7) reviewing information provided by Defendants in response to
20 informal discovery and in advance of the mediation. (Keledjian PA Decl., ¶ 17.) The Parties
21 conducted their own evaluations of the potential recoveries based on the claims alleged in the
22 Action, including consulting experts. (Keledjian PA Decl., ¶ 17.)

23 **C. Settlement Efforts**

24 On February 18, 2025, the Parties participated in an all-day mediation with Louis Marlin, a
25 respected and highly experienced mediator in wage and hour class actions. (Keledjian PA Decl., ¶
26 19.) During mediation, counsel for Plaintiffs and Defendants discussed all aspects of the case,
27 including the risks associated with continued litigation and class certification issues, as well as the
28 law and how it applied to the claims in this case. (Keledjian PA Decl., ¶ 19) Following a full day

1 of mediation, the Parties agreed to general settlement terms to resolve the lawsuit. (Keledjian PA
2 Decl., ¶ 19)

3 **III. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS**

4 Under the terms of the proposed Settlement Agreement, Defendants have agreed to pay a
5 non-reversionary settlement amount of \$80,000.00 (“Gross Settlement Amount” or “GSA”),
6 payable in installment payments to be paid 50% at the later of January 31, 2026, or 30 days after
7 the Court grants final approval, and 50% 90 days thereafter. Defendant is to also separately pay any
8 and all employer payroll taxes owed on the Wage Portions of the individual Settlement Awards.
9 (Keledjian Decl., Ex. 1, ¶ 3.1.)

10 The Settlement Agreement defines “Class Members” or “Settlement Class Member” as all
11 persons employed by Defendant in hourly or non-exempt positions in California from September
12 22, 2022, through April 4, 2024 (“Class Period”). (*Id.*, Ex. 1, ¶ 1.5 and 1.12.) The Settlement
13 Agreement defines “PAGA Employees,” or aggrieved employees with respect to PAGA, as all
14 persons employed by Defendant in California and classified as hourly, non-exempt employees who
15 worked for Defendant from September 22, 2022, through April 4, 2024 (“PAGA Period”). (*Id.*, Ex.
16 1, ¶¶ 1.4 and 1.31)

17 The “Net Settlement Amount,” available for distribution to Class Members, is the Gross
18 Settlement Amount, less all Class Counsel’s attorneys’ fees and litigation costs, the Enhancement
19 Awards to the Class Representatives, the PAGA penalty payment to the Labor and Workplace
20 Development Agency (“LWDA”), the individual PAGA payments, and Settlement administration
21 expenses. (*Id.*, Ex. 1, ¶ 1.28.) Settlement Awards to the Class Members, and PAGA Awards to the
22 PAGA Members, will be calculated by the Settlement Administrator according to the number of
23 workweeks/pay periods worked during the Class/PAGA Period and paid out of the Net Settlement
24 Amount. (*Id.*, Ex. 1, ¶¶ 1.23 – 1.24, 3.2.4, and 3.2.5.1.) The entire Net Settlement Amount will be
25 paid out *pro rata* to Class Members who do not opt out, and to PAGA Members. (*Id.*, Ex. 1, ¶
26 3.2.4.2.) These amounts are detailed as follows:

27 • Up to one-third of the GSA, or \$26,667.670, to Class Counsel for Attorneys’ Fees,
28 and \$17,367.08 to Class Counsel for reimbursement of reasonable expenses incurred to prosecute

1 the Action (*Id.*, ¶ 30; Ex. 1, ¶ 3.2.2);

2 • Up to \$10,000.00 to Plaintiffs (or \$5,000.00 to each Plaintiff) as an Enhancement
3 Award for service as the class representatives (Keledjian Decl., Ex. 1, ¶ 3.2.1);

4 • Up to \$3,000.00 to the Settlement Administrator for its fees and costs to administer
5 the Settlement (*Id.*, Ex. 1, 3.2.3);

6 • \$6,000.00 to the LWDA of the State of California for settlement of claims for civil
7 penalties under PAGA, which will be paid out of the GSA, leaving \$2,000.00 as the Net PAGA
8 Settlement Amount to be paid to PAGA Members. (*Id.*, Ex. 1, ¶ 3.2.5.)

9 After preliminary approval of Apex Class Action Administration Solutions (“Apex” or
10 “Administrator”), on August, 2025, the Administrator sent the Notice of Proposed Class Action
11 Settlement and Hearing Date for Final Approval of Settlement (“Class Notice”) to the Class
12 Members’ last-known addresses and made significant efforts to locate Class Members, including
13 performing skip traces on those Class Members who could not be located. (Keledjian Decl., ¶ 10;
14 Nava Decl., ¶¶ 6 – 7.) The notice process occurred according to the Court’s order granting
15 preliminary approval of the settlement. Phoenix sent the Class Notices to the last-known address
16 of each Class Member. Of the 62 Class Members who were sent notices, 11 Class Notices were
17 returned to Phoenix by the Post Office, and 8 Class Notices were re-mailed, with 3 Class Notices
18 deemed undeliverable. (Keledjian Decl., ¶ 11; Nava Decl., ¶¶ 8 – 10.) Here, the deadline for
19 submitting a Request for Exclusion from Settlement, disputing workweeks, and objecting to the
20 Settlement was October 20, 2025. The deadline for those Class Members who received a
21 remailed Class Notice was November 3, 2025. (Nava Decl., ¶¶ 11 – 13; Keledjian Decl. ¶ 11.)
22 As of the deadline, **zero Class Members objected to the Settlement, zero Class Members**
23 **submitted a workweek dispute and zero Class Members opted out of the Settlement.** (Nava
24 Decl., ¶¶ 11 – 14; Keledjian Decl. ¶ 11.)

25 **IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION** 26 **SETTLEMENT**

27 Plaintiffs respectfully submit that the Court should grant final approval not only because
28 the settlement is fair but also because public policy favors settlement over continued class-action

1 litigation. See, e.g., *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 (“Courts have long
2 acknowledged the importance of class actions as a means to prevent a failure of justice in our
3 judicial system.”); *State v. Levi Strauss & Co.* (1986) 41 Cal. 3d 460, 471 (“[T]he consumer class
4 action is an essential tool for the protection of consumers against exploitative business
5 practices.”); *Class Plaintiffs v. City Of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276 (“[S]trong
6 judicial policy . . . favors settlements, particularly where complex class action litigation is
7 concerned.”); Conte & Newberg, *Newberg on Class Actions* (4th ed. 2002) § 11.41.

8 **A. CRITERIA FOR SETTLEMENT APPROVAL**

9 California Rule of Court 3.769 requires court approval of the settlement of class action
10 lawsuits. Preliminary approval is merely the first of three steps that comprise the approval
11 procedure for settlements of class actions. See Manual for Complex Litigation, Second §30.44
12 (1993); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is
13 the dissemination of notice of the settlement to all Class Members. *Id.* The third step is a final
14 settlement approval hearing, at which evidence and argument concerning the fairness, adequacy,
15 and reasonableness of the settlement may be presented and Class Members may be heard. *Id.*

16 The first two stages have been completed here. Now, at the final approval stage, the decision
17 facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple*
18 *Computer, Inc.* (2001) 91 Cal. App 4th 224, 235. Among the relevant considerations in reaching
19 this final determination are (1) the strength of plaintiff’s case balanced against the benefits of the
20 settlement, and (2) the complexity, expected duration, and expense of further litigation. *Id.*; see also
21 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In evaluating the fairness of a
22 settlement proposal, courts must give “proper deference to the private consensual decision of the
23 parties,” because “the Court’s intrusion upon what is otherwise a private consensual agreement
24 negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a
25 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
26 between, the negotiating parties.” *Hanlon v. Chrysler Inc.* (9th Cir. 1998) 150 F. 3d 1011, 1027;
27 *Dunk*, 48 Cal.App.4th, at 1801 (“Due regard should be given to what is otherwise a private
28 consensual agreement between the parties.”) Accordingly, the Court should take into account the

1 informed recommendations of counsel and the parties. See *Kirkorian v. Borelli*, (N.D.
2 Cal.1988)695 F. Supp. 446, 451 (the recommendation of experienced counsel carries significant
3 weight in the court’s determination of the reasonableness of the settlement); *Vulcan So. of*
4 *Westchester County, Inc. v. Fire Department of White Plains* (S.D.N.Y. 1981) 505 F.Supp.955, 967
5 (same). A presumption of fairness exists where (1) the settlement is reached through arm’s-length
6 bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act
7 intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is
8 small. Dunk, supra, 48 Cal.App.4th at 1794.

9 Applying this final approval criterion evidence substantial grounds for granting this Motion.

10 **B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL**
11 **CRITERIA**

12 1. The Settlement Follows Substantial Investigation and Discovery and Is the
13 Product of Serious, Informed, Non-Collusive Negotiations in Which
Parties Were Represented By Experienced Counsel.

14 The proposed Settlement was reached as a result of arm’s length negotiations after the
15 completion of pertinent discovery and the exchange of necessary class data. (Keledjian PA Decl.
16 ¶ 36.) Throughout this case, Plaintiffs and Class Members have been represented by experienced
17 counsel (*Id.* at ¶¶ 88 – 95.)

18 Class Counsel have devoted a substantial amount of time to this case, including but not
19 limited to researching various legal issues prior to and after filing this action; drafting and reviewing
20 pleadings; conducting formal as well as informal discovery and meeting and conferring with
21 defense counsel; reviewing and analyzing the documents produced by Defendants, including the
22 reviewing and analyzing records and data, as well as employment-related policies, and other
23 documentation; regularly communicating with Plaintiffs; preparing for and attending mediation;
24 negotiating and finalizing the Settlement including several revisions thereof; drafting documents
25 for preliminary and final approval, including documents for the administration of the settlement;
26 briefing for the hearing on the motion for preliminary approval of the class action settlement; and
27 coordinating and overseeing the administration of the settlement. (Keledjian PA Decl., ¶ 17.)

28 ///

1 Among those matters considered during the course of settlement negotiations were the risks,
2 expenses, and length of further litigation, including the appeals process; the present state of the law
3 as it applies to wage and hour class actions; the present value of a settlement versus the long wait
4 occasioned by any potential judgment in favor of the class; and the burdens of proof necessary to
5 establish liability against Defendant’s defenses to the action. These factors each indicated that the
6 interests of Class Members are best served by a settlement of this action as set forth in the
7 Settlement. Moreover, as experienced litigators in employment class action cases, Class Counsel
8 believes that the Settlement is fair and reasonable and serves the best interests of the Class
9 Members. (Keledjian PA Decl., at ¶¶ 19 – 20, 35 – 36, 57 – 58.)

10
11 2. The Settlement Follows Substantial Investigation and Discovery and Is the
12 Product of Serious, Informed, Non-Collusive Negotiations in Which
 Parties Were Represented By Experienced Counsel

13 Significant in evaluating the foregoing \$80,000.00 settlement are the risks at trial (or an
14 appeal), as well as the costs of continuing the litigation. Defendant contends that the Class would
15 not be able to establish its entitlement to relief it is seeking and promised to mount a vigorous
16 defense. (Keledjian PA Decl., ¶¶ 60, 63, 66, 69, 73.) On the other hand, Plaintiffs believe that there
17 is ample evidence to support the class allegations. (*Id.* ¶¶ 59, 61 – 62, 64 – 65, 67 – 68, 70 – 72, 74
18 – 81) Under these circumstances, and in light of the risks inherent in further litigation, it was
19 reasonable for Plaintiffs and Class Counsel to elect to settle the action. (*Id.* ¶ 95) Plaintiffs
20 appreciate that, in addition to the litigation risks of continued proceedings, the proceeding itself
21 would be potentially complicated and expensive, and even if ultimately successful absent the
22 settlement, Class Members might see no recovery until the lengthy appellate process is complete.
23 (*Id.* at ¶¶ 19 – 20, 53 – 55.) In contrast, the Settlement provides immediate benefits to the Class.

24 From the evaluation of the benefits offered to the Class by the Settlement, as well as the
25 expense, delay, and risk of going forward to trial, with subsequent appellate proceedings, the
26 Settlement fairly, adequately, and reasonably achieves the goals of Plaintiffs and advances the
27 interests of the Class. In short, the settlement falls within the “the range of reasonableness”
28 necessary for final approval. (*Id.* at ¶ 95.)

1 3. Class Members Received The Best Practicable Notice

2 California law vests the Court with broad discretion in fashioning an appropriate program
3 to provide the best notice practicable.¹ See *Cartt v. Superior Court*, 50 Cal. App. 3d 960, 973-74
4 (1975); *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1392 (2010); *Cho v.*
5 *Seagate Tech. Holdings, Inc.*, 177 Cal.App.4th 734, 745-746 (2009); *Phillips Petroleum Co. v.*
6 *Shutts*, 472 U.S. 797, 811-12 (1985).² The content and method of notice should be designed to
7 apprise the class members of the terms of the proposed settlement and of their rights to participate
8 in, object to, or opt out of the settlement. See *Mullane*, 339 U.S. at 314; *In re Vitamin Cases*, 107
9 Cal. App. 4th 820, 828 (2003).

10 The Notice preliminarily approved by the Court met these requirements: it explained the
11 nature of the litigation; the material terms of the Settlement; the amount of the Class Counsel Fees
12 Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment
13 sought; how a Class Member could participate in, object to, or be excluded from the Settlement;
14 and to whom to direct inquiries.

15 4. Zero Class Members Have Objected to the Settlement and Zero Class
16 Members Have Opted out of the Settlement.

17 A presumption of fairness exists where the percentage of objectors and opt-outs is small. 7-
18 *Eleven Owners for Franchising v. Southland Corp.* (2000) 85 Cal. App.4th 224, 244; *Hanlon v.*
19 *Chrysler Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. Here, the deadline for submitting
20 a Request for Exclusion from the Settlement, disputing the workweeks and objecting to the
21 Settlement was October 20, 2025. The deadline for those Class Members who received a remailed
22 Class Notice was November 3, 2025. (Nava Decl., ¶¶ 11 – 13; Keledjian Decl. ¶ 11.) As of the
23 deadline, zero Class Members objected to the Settlement, zero Class Members submitted workweek
24 disputes, and zero Class Members opted out of the Settlement. (Nava Decl., ¶¶ 11 – 14; Keledjian

25 ¹ The California Supreme Court has authorized California's trial courts to use Federal Rule 23 and cases applying it
26 for guidance in considering class issues. See *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971); *Green v. Obledo*,
29 Cal. 3d 126, 145-46 (1981). Where appropriate, therefore, the parties cite Federal Rule 23 and federal case law in
addition to California law.

27 ² See also *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-75 (1974) (individual notice must be sent to all class
28 members who can be identified through reasonable efforts); *Mullane v. Central Hanover Bank & Trust Company*,
339 U.S. 306, 314 (1950) (best practicable notice is that which is "reasonably calculated, under all the circumstances,
to apprise interested parties of the pendency of the action and afford them an opportunity to present their
objections").

Decl. ¶ 11.)

5. The Enhancement Award to Plaintiffs Is Reasonable and Fair.

Class action settlements typically provide for an incentive or enhancement payment to the named plaintiffs for bringing and helping to prosecute the action. Courts routinely approve these supplemental payments. See *Newberg on Class Actions* at § 12.46; *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Bogosian v. Gulf Oil Corp.* (E.D. Pa. 1985) 621 F. Supp. 27 (award of \$20,000.00 each to two class representatives in antitrust case); *Bryan v. Pittsburgh Plate Glass Co.* (PPG Industries, Inc.) (W.D. Pa. 1973) 59 F.R.D. 616, 617, *aff'd* 494 F.2d 799 (3d Cir.), *cert. denied in Abate v. Pittsburgh Plate Glass Co.* (1974) 419 U.S. 900. As the *Staton* court noted:

[N]amed plaintiffs . . . are eligible for reasonable incentive payments. The district court must evaluate their awards individually, using relevant factors includ[ing] the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefited from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s] of workplace retaliation.

Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (citation omitted).

The retaliation issue identified in *Staton v. Boeing* extends outside the immediate workplace. It is common knowledge that the modern-day workforce is quite mobile, with employees holding several jobs in a career during their lifetime. Few people want to confront their employers, let alone sue them. (Keledjian Decl., ¶ 32.) By suing their former employer, Plaintiffs contend that they increased the risk of retaliation by prospective employers to which he may apply in the future. (*Id.*)

But Plaintiffs did not allow their fear of the potential repercussions of being a class representative to deter them from acting for the benefit of Class Members. (Keledjian Decl., ¶ 33.) They have devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage of the litigation. (*Id.*, also Declarations of Plaintiffs Nweke and Doxey filed in support of Plaintiffs' Unopposed Motion for Motion for Preliminary Approval of Class Action and PAGA Settlement.) Plaintiffs conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendants; reviewed documents; produced documents; identified witnesses; monitored the progress of the litigation;

1 took the time to apprise themselves of the facts, issues, and law regarding the claims at issue, spent
2 time with Class Counsel discussing the terms of the settlement and reviewing and executing the
3 Settlement Agreement. (Keledjian Decl., ¶ 33.) In all, Plaintiffs estimate that they have devoted
4 numerous hours in preparing the Action and seeing it through to settlement. (*Id.*)

5 Plaintiffs spent a significant amount of time with Class Counsel detailing his knowledge of
6 Defendants’ practices and assisting in the prosecution of this Action. (Keledjian Decl, ¶ 34.) They
7 have diligently, adequately, and fairly represented Class Members and has not placed his interests
8 above any member of the putative class. (*Id.*; See also Plaintiffs’ Declarations on file.) Class
9 Counsel believes that Plaintiffs are entitled to an enhancement award for the time and effort they
10 have devoted to this case. (Keledjian Decl, ¶ 34.) Defendant has agreed not to oppose it. (*Id.*) Such
11 payments to class representatives are a common feature of settlements negotiated by Class Counsel,
12 and trial courts routinely approve them. (*Id.*)

13 Not only have Plaintiffs’ efforts been instrumental in generating a substantial benefit for
14 Class Members, but—significantly— not a single Class Member has objected to the requested
15 enhancement award. (Nava Decl., ¶ 12.) Plaintiffs therefore respectfully requests the Class
16 Representative Service Payment sought in the amount of \$5,000.00 for each of them (totaling
17 \$10,000.00) for their efforts and initiative in bringing and helping prosecute this action. (Keledjian
18 Decl., ¶ 34; Nweke Decl., ¶¶ 1-14; Doxey Decl., ¶¶ 1-14;)

19
20 6. The Payment of Attorneys’ Fees Is reasonable and Therefore Falls within
21 the Range of Approval by the Court.

22 (i) The Requested Award of Attorneys’ Fees Is Justified Based on the
23 Percentage-of-the-Benefit Method.

24 The California Supreme Court held that “when class action litigation establishes a monetary
25 fund for the benefit of the class members, and the trial court in its equitable powers awards class
26 counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing
27 an appropriate percentage of the fund created.” *Laffitte v. Robert Half Intern. Inc.* (Aug. 11, 2016)
28 205 Cal.Rptr.3d 555, 573. Indeed, courts may use the “percentage method for its primary
///

1 calculation of the fee award. The choice of a fee calculation method is generally one within the
2 discretion of the trial court, the goal under either the percentage or lodestar approach being the
3 award of a reasonable fee to compensate counsel for their efforts.” *Id.*

4 The requested Class Counsel Fees Payment in this case consists of 33 1/3% of the Gross
5 Settlement Amount.³ This percentage is consistent with both the Settlement and Plaintiffs’
6 contingency fee agreement. The requested Class Counsel Fees Payment is fair and reasonable under
7 California’s fee-shifting jurisprudence.⁴ And it is consistent with the percentage of the common
8 fund awarded to counsel in cases similar in character and geographical location to this one. (*See*
9 *Keledjian Decl.*, ¶ 25 – 29.)

10 An award of attorneys’ fees equivalent to 33 1/3% percent of the common fund is
11 commensurate with judicial precedent. *See Crandall v. U-Haul* (Los Angeles County Sup.Ct., Case
12 No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an
13 overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.Ct., Case No.
14 657778), the Honorable Donald E. Smallwood awarded attorneys’ fees in the amount of 38%; in
15 *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup.Ct., November 1990), the Honorable R.
16 William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Sup. Court, 8-
17 20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup.
18 Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-
19 hour class action which had not yet proceeded to the class certification stage; in both *Rippee v.*
20 *Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market*
21 *Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz
22 awarded a 40% fee to plaintiff’s counsel in wage-and-hour class actions that had not proceeded to
23 the class-certification stage. (*Keledjian Decl.*, ¶ 28.)

25 ³ The award of attorneys’ fees and costs in this case is intended to reimburse Class Counsel for all of the
26 uncompensated work that they have already performed and for all of the work they will continue to perform in
27 carrying out and overseeing the administration of the settlement. Plaintiffs in this action signed a contingency-fee
28 agreement stating that Class Counsel could receive a fee under certain scenarios that exceeds one-third of the
recovery. (*Keledjian Decl.*, ¶¶ 26 – 29.)

⁴ Moreover, the Labor Code specifically provides for an award of attorneys’ fees and costs for some of employees’
claims. *See, e.g.,* Lab. Code § 226. Plaintiffs are also entitled to an award of attorneys’ fees pursuant to Code of Civil
Procedure § 1021.5.

1 The amount requested here will fairly compensate Class Counsel for their successful
2 prosecution of this case, taking into account the quality, nature, and extent of counsel's efforts, the
3 outstanding results achieved, the fact that no one objected to the fee amount and the fact that the
4 amount of fees for which approval is sought is consonant with legal precedent. Class Counsel has
5 litigated numerous class actions and submits that this settlement was possible owing to Class
6 Counsel's experience with such cases. (Keledjian PA Decl., ¶¶ 88 – 95.) Class Counsel's diligent,
7 efficient, and creative pursuit of this matter positioned Plaintiffs to settle this action successfully,
8 affording redress to the entire class and avoiding the inevitable expense and risk attendant to
9 protracted litigation. In sum, it was through the efforts of Plaintiffs and Class Counsel that the
10 considerable benefits of the settlement were obtained.

11 In light of the foregoing, the fee request in an amount equal to 33 1/3% of the Gross
12 Settlement Amount, as agreed upon in the Settlement, is well within the bounds that have been
13 established by the above-cited authority.

14 (ii) The Requested Award of Attorneys' Fees Is Also Justified Based on the
15 Lodestar Method.

16 Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's
17 lodestar calculation nevertheless also supports the requested attorneys' fees. The lodestar
18 calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or
19 "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney
20 involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable
21 hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical
22 area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976,
23 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and
24 difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the
25 nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature
26 of the fee award owing to the uncertainty of prevailing on the merits and of establishing eligibility
27 for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

28 Class Counsel charges rates commensurate with the prevailing market rates in the Los
Angeles area for attorneys of comparable experience and skill handling complex litigation.

1 (Keledjian Decl., ¶ 16.) The reasonableness of Class Counsel’s hourly rates has been cited and
2 approved by judges in recent actions. The rates approved in these orders, while being approved for
3 Los Angeles County, are also commensurate with the prevailing market rates in these counties. (*Id.*;
4 Exh. 2 (the “Laffey Matrix”). Moreover, the Laffey Matrix rates have been held to be reasonable
5 market rates when locally adjusted for inflation. *Syers Properties III, Inc. v. Rankin* (2014) 226
6 Cal.App.4th 691. For this reason, the Court should approve the rates of Class Counsel as reasonable
7 in conjunction with awarding the requested fees and any lodestar calculations it makes when
8 evaluating the request.

9 Moreover, the *Serrano* factors all militate in favor of the requested fee award. (Keledjian
10 Decl., ¶ 17.) This case raised a number of complex and contested issues, and Class Counsel
11 exhibited skill and creativity in prosecuting and presenting them. (*Id.*) This case was not
12 straightforward. (*Id.*, ¶ 18.) Class Counsel had to spend time researching and analyzing each of
13 these claims and issues in order to adequately assess the liability of Defendant. (*Id.*) Class Counsel
14 then had to develop the evidence necessary through informal discovery to establish Defendant’s
15 potential liability. (*Id.*) This was done through carefully sifting through hundreds of pages of
16 documents. (*Id.*)

17 In sum, Class Counsel had to come up with creative approaches to these issues in litigating
18 the case and, ultimately, negotiating and crafting the settlement. (Keledjian Decl., ¶ 19.) To this
19 end, Class Counsel has devoted a tremendous amount of time and energy. (*Id.*) This time
20 commitment was necessary in order to research, construct, and prosecute viable legal claims in the
21 face of stiff opposition, but it has come at a cost. (*Id.*) Class Counsel zealously represented Plaintiffs
22 and the Class and has obtained a favorable result. (*Id.*)

23 Such is not always the case. Indeed, Class Counsel has invested time and money into
24 numerous other cases, including class actions, which have fizzled out for one reason or another,
25 leaving Class Counsel completely without any compensation for their effort. (Keledjian Decl., ¶
26 20.) Here, Class Counsel has achieved a beneficial settlement for the class, but this was by no means
27 a foregone conclusion; indeed, their efforts might well have been frustrated by any number of
28 obstacles with which they were presented along the way. (*Id.*) Nor could class certification be

1 guaranteed. (*Id.*) However, Class Counsel was able to navigate the shoals of unpredictability to
2 achieve a desirable result and have done so without receiving any compensation to speak of thus
3 far because they took this case on a contingency-fee-basis. (*Id.*)

4 From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and
5 reasonable. Class Counsel conservatively estimates that they have invested over 145.4 hours of
6 attorney time in this matter. Senior Attorney David Keledjian's current billing rate is \$925.00 (9
7 years out of law school, Laffey Matrix rate of \$943.00), and he spent approximately 8.3 hours in
8 this matter with a lodestar amount of \$7,677.50. (Keledjian Decl., ¶¶ 22 – 23.) Associate Attorney
9 David Arakelyan's current billing rate is \$585.00 (4 years out of law school, Laffey Matrix rate of
10 \$653.00), and he spent approximately 78.1 hours on this matter with a lodestar amount of
11 \$45,688.50. Associate Attorney Hrag Alexanian's billing rate is \$585.00 per hour, and he spent
12 26.2 hours on this matter, with a lodestar amount of \$15,327.00. Associate Attorney Melissa
13 Rodriguez's billing rate is \$475.00 per hour, and she spent 30.0 hours on this matter, with a lodestar
14 amount of \$14,250.00. Associate Attorney Kevin Burns' current billing rate is \$475.00 per hour,
15 and he spent 2.6 hours on this matter, with a lodestar amount of \$1,235.00. Associate Attorney
16 Lana Hovhannisyan's billing rate is \$475.00 per hour, and she spent 0.2 hours on this matter, with
17 a lodestar amount of \$95.00. Therefore, Class Counsel has collectively incurred 145. hours and
18 \$84,273 in fees. (*Id.*)

19 Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of
20 between 5 and 10, or higher, are applied. See, e.g., *Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*,
21 No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v.*
22 *Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12, and expressly rejecting the
23 argument that fee was either exorbitant or unconscionable). The fee request of \$250,000.00 results
24 in a modest multiplier of approximately 0.32, which further evidences the reasonableness of the
25 request. (Keledjian Decl., ¶ 24.)

26 (iii) The Requested Costs Award Is Reasonable

27 The preliminarily approved settlement provided for the reimbursement of up to \$20,000.00
28 for Class Counsel's costs. (Keledjian Decl., ¶ 14.) As of the date of the filing of this motion, the

1 actual total costs incurred in litigating this Action for Class Counsel are \$17,357.57. (*Id.*) Class
2 Counsel incurred costs including, but not limited to, filing fees (e.g. complaint, stipulation,
3 motions), service of process, mediation fees, expert analysis fees, attorney-service costs for court
4 filings, and postage charges, all of which were necessarily and reasonably incurred to prosecute
5 this Action and achieve a settlement that significantly benefits the Class. (*Id.*) Thus, Class Counsel
6 requests a reimbursement of their incurred costs in the amount of \$17,357.57. (*Id.*)

7 **V. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS**
8 **APPROPRIATE**

9 Class Members are all persons employed by Defendant in hourly or non-exempt positions
10 in California during the Class Period, which is September 22, 2022, through April 4, 2024.
11 (Keledjian PA Decl., ¶ 21; Keledjian Decl., Exh. 1, ¶ 1.5, 1.12.)

12 **A. THE LEGAL STANDARD**

13 Section 382 of the Code of Civil Procedure provides that “when the question is one of a
14 common or general interest, of many persons, or when the parties are numerous, and it is
15 impracticable to bring them all before the court, one or more may sue or defend for the benefit of
16 all. Code Civ. Proc. § 382. Class certification under § 382 is appropriate when “(1) [t]here [is] . . .
17 an ascertainable class; and (2) there [is] . . . a well-defined community of interest in the questions
18 of law and fact involved affecting the parties to be represented.” *Daar v. Yellow Cab Co.* (1967) 67
19 Cal. 2d 695, 704 (citations omitted). The community-of-interest requirement itself embodies three
20 factors: “(1) predominant questions of law or fact; (2) class representatives with claims or defenses
21 typical of the class; and (3) class representatives who can adequately represent the class.” *Richmond*
22 *v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.

23 Any doubt as to the appropriateness of class treatment should be resolved in favor of class
24 certification, subject to later modification if necessary. *Id.* at 473-475. The decision to certify a
25 class is a purely procedural one and should be based on the allegations in the operative complaint
26 and not in the perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co.* (2000)
27 23 Cal.4th 429, 439-441.

28 ///

1 **B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT**
2 **CLASS ARE SATISFIED**

3 Express judicial policy favors maintaining wage and hour actions as class actions. *Prince v.*
4 *CLS Transp., Inc.* (2004) 118 Cal. App. 4th 1320, 1328; *Richmond v. Dart Industries, Inc.* (1981)
5 29 Cal. 3d 462. Any doubt as to the appropriateness of class treatment should be resolved in favor
6 of class certification, subject to later modification if necessary. *Richmond*, 29 Cal. 3d at 473-75.
7 The decision to certify a class is a procedural one and should be based on the allegations in the
8 operative complaint, and not in the perceived factual or legal merit of the class claims. (*Linder v.*
9 *Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 439-41.

10 To certify a settlement class, the Court must find the two primary requirements for
11 maintaining a class action: (1) there must be an ascertainable class, and (2) there must be a well-
12 defined community of interest in the questions of law and fact involving the parties to be
13 represented. *See Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 805-09; *Daar v. Yellow Cab*
14 *Company* (1967) 67 Cal. 2d 695, 704. These criteria are met here for the reasons set forth below.

15 **C. There Is a Numerous and Ascertainable Class**

16 Whether a class is ascertainable is determined by examining the class definition, the size of
17 the class and the means available for identifying class members. *See Vasquez, supra*, 4 Cal. 3d at
18 821-22; *Reyes v. Board of Supervisors of San Diego County* (1987) 196 Cal. App. 3d 1263, 1271.
19 Class members are “ascertainable” where they may be readily identified without unreasonable
20 expense or time.

21 Plaintiffs contend, and Defendant does not dispute for settlement purposes only, that the
22 numerosity and ascertainability elements are satisfied here. Class Members are all persons
23 employed by Defendant in hourly or non-exempt positions in California during the Class Period,
24 which is September 22, 2022, through April 4, 2024. (Keledjian PA Decl., ¶ 21; Keledjian Decl.,
25 Exh. 1, ¶ 1.5, 1.12.) Defendant has identified 62 Class Members based on review of its payroll and
26 personnel records. (*Id.* ¶ 4.1)

27 Therefore, and notwithstanding the foregoing, there is a numerous and ascertainable class.

28 ///

1 **D. There Is a Well-Defined Community of Interest**

2 A community of interest is established by the predominance of common issues of law and
3 fact. *See Vasquez*, 4 Cal. 3d at 811. The requirement of a community of interest:

4 [D]oes not depend upon an identical recovery, and the fact that each
5 member of the class must prove his separate claim to a portion of any
6 recovery by the class is only one factor to be considered ... The mere
7 fact that separate transactions are involved does not of itself preclude
8 a finding of the requisite community of interest so long as every
9 member of the alleged class would not be required to litigate
numerous and substantial questions to determine his individual right
to recover subsequent to the rendering of any class judgment which
determined in plaintiffs' favor whatever questions were common to
the class.

10 *Id.* at 809.

11 Plaintiffs contend, and Defendant does not dispute for settlement purposes only, that
12 common issues of fact and law predominate as to each of the claims alleged by Plaintiffs, and the
13 Class is united in its proof. (Keledjian PA Decl., ¶ 30.) Because Plaintiffs have alleged a single
14 scheme, “the relevant proof [does] not vary among class members” and “clearly presents a common
15 question fundamental to all class members.” *See In Re NASDAQ Market-Makers Antitrust*
16 *Litigation* (SDNY 1997) 172 F.R.D. 119, 123 (citing *In Re NASDAQ Market-Makers Antitrust*
17 *Litigation*, (SDNY 1997) 169 F.R.D. 493, 518). California courts show “no hesitancy” in inferring
18 class-wide causation, class-wide injury, and class-wide damages when a common course of action
19 has been shown. *B.W.I. Custom Kitchen*, 191 Cal. App. 3d at 1350. This inference ““eliminates the
20 need for each class member to prove individually the consequences of the defendants’ actions to
21 him or her.”” *Id.* at 1351 (quoting *Rosack v. Volvo of America Corp* (1982) 131 Cal. App. 3d 741,
22 753 [emphasis added]).

23 This action involves, *inter alia*, a determination about Defendant’s alleged failure to provide
24 meal and rest periods, failure to pay minimum and overtime wages due to allegedly common off-
25 the-clock work policies, failure to reimburse business expenses; the resulting failure to pay final
26 wages when required and to provide accurate wage statements; and largely derivative claims under
27 the UCL and PAGA. (Keledjian PA Decl., ¶¶ 3, 6.) Plaintiffs contend Defendant’s practices
28 affected Class Members in the same way and present questions that are suitable for common

1 adjudication because all Class Members were subject to the same employment policies and
2 practices. (*Id.* ¶ 30.) The outcome of litigation in this matter depends upon questions that are
3 common to Class Members. (*Id.*)

4 **E. The Named Plaintiffs' Claims Are Typical**

5 A class representative's claims are typical when they arise from the same event, practice,
6 or course of conduct that gives rise to the claims of other putative class members, and if their claims
7 rest on the same legal theories. The class representative's claims must be "typical" but not
8 necessarily identical to the claims of other class members. It is sufficient that the representative is
9 similarly situated so that he or she will have the motive to litigate on behalf of all class members.
10 *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.*
11 (1987) 191 Cal.App.3d 1341, 1347 ("[I]t has never been the law in California that the class
12 representative must have identical interests with the class members."). Thus, it is not necessary that
13 the class representative should have personally incurred all the damages suffered by each of the
14 other class members. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 228.

15 Plaintiffs contend, and Defendant does not dispute for settlement purposes only, that
16 Plaintiffs' claims are typical of Class Members' claims because they arose from the same factual
17 basis and are based on the same legal theories. (Keledjian PA Decl., ¶ 31.) Plaintiffs and Class
18 Members were employed by Defendant during the Class Period and subject to allegedly unlawful
19 meal and rest policies and pay practices at issue in this litigation. (*Id.*) Thus, Plaintiffs' claims are
20 typical of the claims of the putative Class. (*Id.*)

21 **F. Adequacy of Class Counsel and Class Representative**

22 As detailed below, Class Counsel are experienced in class actions, have represented their
23 clients zealously and have no conflicts of interest. (Keledjian PA Decl., ¶¶ 88 – 95.) The Class
24 Representatives' interests are aligned with those of the Class Members, as they has suffered the
25 same injuries as the Class Members and have no conflicts of interest. (Keledjian PA Decl., ¶ 32.)
26 Plaintiffs have not shrunk from this responsibility. (*Id.*) Indeed, Plaintiffs have devoted a substantial
27 amount of time and energy to litigating this Action and effectuating a settlement. (*Id.*) Therefore,
28 Class Counsel and the Class Representative are adequate.

1 **G. Predominance and Superiority**

2 Individual issues do not predominate over those common to the class. (Keledjian PA Decl.,
3 ¶ 33.) As explained, *supra*, Plaintiffs allege there are common issues of law and fact given that
4 Plaintiffs and all Class Members were subjected to the same policies and pay practices during the
5 relevant time period. (*Id.*) Plaintiffs and Class Members seek meal and rest premiums, unpaid
6 wages and overtime, reimbursement for business expenses, and penalties for wage statement
7 violations and work performed as non-exempt employees for Defendants. (*Id.*) Plaintiffs allege that
8 these issues are suitable for common adjudication because all Class Members were subject to the
9 same employment policies, and Plaintiffs contend the practices applied uniformly to all Class
10 Members. (*Id.*)

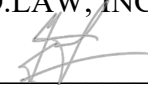
11 Plaintiffs contend that class resolution is superior to other available methods for the fair and
12 efficient adjudication of the controversy as there is little interest or incentive for Class Members to
13 individually control the prosecution of separate actions. (Keledjian PA Decl., ¶ 34.) Although the
14 alleged injury resulting from Defendant's policies and practices are real and significant, the cost of
15 individually litigating each such case against Defendant would easily exceed the value of any relief
16 that could be obtained by any one Class Member individually. (*Id.*) If Class Members are forced to
17 litigate their claims individually, it would potentially result in 62 individual actions against
18 Defendant each for relatively small amounts. (*Id.*) Hence, an individual suit would prove
19 uneconomical for potential plaintiffs because litigation costs would dwarf a potential recovery. (*Id.*)

20 **VI. CONCLUSION**

21 For the reasons set forth herein, Plaintiffs respectfully request that this Court grant final
22 approval of this Settlement and enter the companion order.

23 Dated: November 25, 2025

D.LAW, INC.

24 By: 

25 David Keledjian
26 David Arakelyan
27 Attorneys for Plaintiffs UDOKA NWEKE
28 and FARLEY LEWIS DOXEY, and the
 Settlement Class