

DESAI LAW FIRM, P.C.
Aashish Y. Desai, Esq. (SBN 187394)
Adrianne De Castro, Esq. (SBN 238930)
3200 Bristol Ave., Suite 650
Costa Mesa, CA 92626
Tel: (949) 614-5830
Fax: (949) 271-4190
aashish@desai-law.com
adrianne@desai-law.com
Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

EDMOND CARMONA, ABRAHAM
MENDOZA, ROGER NOGUEIRA,
THOMAS ARRIOLA, BURNETT
BRULEE, GYORGY DIAZ, DANIEL
ETCHEPARE, RAUL QUIROZ,
SANTOS FONSECA-ROMERO, MARC
MORAN on behalf of themselves and all
others similarly situated, and all other
aggrieved employees,

Plaintiffs,
v.

DOMINO'S PIZZA, LLC, a Michigan
Corporation, and DOES 1-10, inclusive,
Defendants.

CASE NO. 8:20-cv-01905-JVS-(JDEx)

Hon. James V. Selna

**PLAINTIFFS' NOTICE AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES
IN SUPPORT THEREOF**

HEARING SCHEDULE

Date: December 22, 2025
Time: 1:30 p.m.
Dept.: 10C

1 PLEASE TAKE NOTICE that on December 22, 2025, at 1:30 p.m., or as soon
2 thereafter as counsel may be heard, in Courtroom 10C of this Court, located at 411
3 West 4th Street, Santa Ana, California 92701, Plaintiffs Edmond Carmona, Abraham
4 Mendoza, Roger Nogueira, Thomas Arriola, Burnett Brulee, Gyorgy Diaz, Daniel
5 Etchepare, Raul Quiroz, Santos Fonseca-Romero, and Marc Moran (collectively,
6 “Named Plaintiffs”) will move the Court for preliminary approval of the proposed
7 Class Action and Private Attorneys General Act (“PAGA”) Settlement with
8 Defendant Domino’s Pizza, LLC (“Domino’s”).

9 This Motion is **unopposed** by Defendant and the parties have extensively met
10 and conferred under Local Rule 7-3. As detailed in the accompanying Memorandum
11 of Points and Authorities, the proposed Settlement is fair, reasonable, and adequate,
12 and falls well within the range of approval, providing substantial and immediate relief
13 to the Classes after nearly six years of contentious litigation involving complex legal
14 and factual issues.

15 Plaintiffs respectfully request an order: (1) preliminarily approving the
16 proposed Settlement; (2) preliminarily certifying the three classes defined below for
17 settlement purposes only; (3) appointing Named Plaintiffs as class representatives
18 and their counsel, Aashish Y. Desai and Adrienne De Castro of Desai Law Firm,
19 P.C., as Class Counsel; (4) preliminarily approving Class Counsel’s request for
20 attorneys’ fees and litigation costs; (5) approving the proposed Notices and notice
21 dissemination plan; (6) appointing ILYM Group, Inc. as the Settlement
22 Administrator; and (7) scheduling a final approval hearing.

23 This Motion is based on this Notice of Motion, the accompanying
24 Memorandum of Points and Authorities, the Declarations of Aashish Y. Desai
25 (including exhibits thereto) and Adrienne De Castro, a Proposed Order preliminarily
26 approving the Settlement, certifying the settlement classes, appointing class
27 representatives and Class Counsel, and setting a final approval hearing, the Court’s
28

1 record in this action, all matters of which the Court may take judicial notice, and any
2 oral or documentary evidence presented at the hearing on this Motion.
3

4 Respectfully submitted,
5

6 Dated: November 24, 2025

DESAI LAW FIRM, P.C.

7
8 By: /s/ Aashish Y. Desai

9 Aashish Y. Desai

10 Adrianne De Castro

11 Attorneys for Plaintiffs
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	HISTORY AND STATUS OF THE CASE	1
	A. The Claims and Relief Requested	1
	B. Factual Background and Procedural History	3
	1. The <i>Carmona</i> Litigation	3
	2. The <i>Arriola</i> Litigation	4
	3. The Consolidated Complaint	4
	4. Significant Discovery Efforts	5
	5. Mediation and Settlement Terms	6
III.	THE PROPOSED SETTLEMENT	7
	A. Settlement Eligibility and Defined Groups	7
	B. Settlement Amount and Allocation Formula	8
	C. Release of Claims	11
	D. Appointment of Class Representatives and Class Counsel	11
	E. Notice Procedure	12
	F. Settlement Administrator	13
	G. Class Representative Service Awards	13
	H. Attorneys' Fees	13
IV.	ARGUMENT	14
	A. Certification of the Rule 23 Classes Is Proper	14
	1. Rule 23(a) Requirements Are Satisfied	14
	2. Certification Is Proper Under Rule 23(b)(3)	16
	3. Plaintiffs' Counsel Should Be Appointed as Class Counsel	17
	B. The Settlement Is Fair, Reasonable, and Adequate	18
	1. Rule 23(a) Requirements Are Satisfied	18
	2. Plaintiffs Faced Significant Risks in Continuing Litigation	19
	3. The Settlement Amount Is Appropriate	21
	a. Recovery for Non-PAGA Drivers' Claims	21
	b. Recovery for Non-Driver Labor Code Claims	22
	c. The PAGA Settlement Amount Is Reasonable	23

1	4. The Parties Engaged in Sufficient Discovery to Make an	
2	Informed Decision About Settlement	24
3	5. Counsel’s Experience and Views Support Approval	24
4	V. CONCLUSION	25
5	WORD COUNT CERTIFICATION	25
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

TABLE OF AUTHORITIES

CASES

<i>Amchem Prods., Inc. v. Windsor</i> , 521 U.S. 591 (1997)	16
<i>Amgen Inc. v. Conn. Ret. Plans & Tr. Funds</i> , 568 U.S. 455 (2013)	16
<i>Anderson v. Mt. Clemens Pottery Co.</i> , 328 U.S. 680, 687 (1946)	20
<i>Arias v. Superior Court</i> , 46 Cal. 4th 969 (2009)	14
<i>Arredondo v. Southwestern & Pac. Specialty Fin., Inc.</i> , No. 18 Civ. 1737, 2022 U.S. Dist. LEXIS 23758 (E.D. Cal. Feb. 9, 2022)	19
<i>Arriola et al. v. Domino’s Pizza, LLC</i> , Case No. 8:23-cv-01358-JVS-JDE	1, 4
<i>Belaire-West Landscape, Inc. v. Superior Court</i> , 149 Cal. App. 4th 554 (2007)	5
<i>Betancourt v. Advantage Human Resourcing, Inc.</i> , No. 14 Civ. 1788, 2016 U.S. Dist. LEXIS 10361 (N.D. Cal. Jan. 28, 2016)	19
<i>Billups-Larkin v. Aramark Servs., Inc.</i> , No. 21 Civ. 6852, 2023 U.S. Dist. LEXIS 122756 (N.D. Cal. July 17, 2023)	23
<i>Bowerman v. Field Asset Servs.</i> , 60 F.4th 459, (9th Cir. 2023)	19, 20
<i>Camp v. Home Depot U.S.A., Inc.</i> , 84 Cal.App.5th 638 (2022)	20
<i>Carmona v. Domino’s Pizza, LLC</i> , 21 F.4th 627 (9th Cir. 2021)	3
<i>Carmona v. Domino’s Pizza, LLC</i> , 73 F.4th 1135 (9th Cir. 2023)	4

1	<i>Carmona v. Domino’s Pizza, LLC,</i>	
2	No. 8:20-cv-01905-JVS-JDE, 2020 U.S. Dist. LEXIS 227159	
3	(C.D. Cal. Dec. 2, 2020)	3, 4
4	<i>Cawthorne v. Rush Truck Ctrs. of Cal., Inc.,</i> No. 17 Civ. 1541, 2019 U.S. Dist.	
5	LEXIS 248125 (C.D. Cal. Mar. 18, 2019)	17
6	<i>Criswell v. Boudreaux,</i>	
7	No. 20 Civ. 1048, 2021 U.S. Dist. LEXIS 187438	
8	(E.D. Cal. Sept. 29, 2021).....	19
9	<i>Domino’s Pizza, LLC v. Carmona,</i>	
10	No. 21-1572, 143 S. Ct. 361 (2022)	4
11	<i>Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.),</i>	
12	213 F.3d 454 (9th Cir. 2000)	24
13	<i>Eddie Silva v. Domino’s Pizza, LLC,</i>	
14	No. 21-55093, 2022 U.S. App. LEXIS 3228 (9th Cir. Feb. 8, 2022)	20
15	<i>Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas Arriola, Burnett</i>	
16	<i>Brulee, Gyorgy Diaz, Daniel Etchpare, and Raul Quiroz v. Domino’s Pizza, LLC,</i>	
17	Case No. 8:20-cv-01905-JVS-JDE.....	1
18	<i>Fleming v. Covidien Inc.,</i>	
19	No. 10 Civ. 1487, 2011 U.S. Dist. LEXIS 154590	
20	(C.D. Cal. Aug. 12, 2011).....	23
21	<i>Hanlon v. Chrysler Corp.,</i>	
22	150 F.3d 1011, (9th Cir. 1998)	15, 16, 18
23	<i>Hudson v. Libre Tech. Inc.,</i>	
24	No. 18 Civ. 1371, 2020 U.S. Dist. LEXIS 84576 (S.D. Cal. May 12, 2020).....	19
25	<i>In re Tableware Antitrust Litig.,</i>	
26	484 F. Supp. 2d 1078 (N.D. Cal. 2007).....	18, 21
27	<i>Johnson v. Moss Bros. Auto Grp., Inc.,</i>	
28	No. 19 Civ. 2456, 2022 U.S. Dist. LEXIS 112361	
	(C.D. Cal. June 24, 2022)	18, 23

1	<i>Linney v. Cellular Alaska P’ship,</i>	
2	151 F.3d 1234 (9th Cir. 1998)	22
3	<i>Maloney v. Mullen Auto., Inc.,</i>	
4	No. 25 Civ. 1187, 2025 U.S. Dist. LEXIS 114767	
5	(C.D. Cal. May 15, 2025)	15
6	<i>Martin v. Monsanto Co.,</i>	
7	No. 16 Civ. 2168, 2017 U.S. Dist. LEXIS 135351 (C.D. Cal. Mar. 24, 2017)....	17
8	<i>McLeod v. Bank of Am., N.A.,</i>	
9	No. 16 Civ. 3294, 2018 U.S. Dist. LEXIS 195314 (N.D. Cal. Nov. 14, 2018)....	23
10	<i>Nat’l Rural Telecomm. Coop. v. DirecTV, Inc.,</i>	
11	221 F.R.D. 523 (C.D. Cal. 2004).....	14
12	<i>O’Connor v. Uber Techs., Inc.,</i>	
13	201 F. Supp. 3d 1110 (N.D. Cal. 2016).....	24
14	<i>Rittman v. Amazon.com, Inc.,</i>	
15	971 F.3d 904 (9th Cir. 2020)	4
16	<i>Rodriguez v. W. Publ’g Corp.,</i>	
17	563 F.3d 948, 967 (9th Cir. 2009)	24
18	<i>Silva v. Domino’s Pizza, LLC,</i>	
19	No. SACV 18-2145 JVS (JDEx) (C.D. Cal. 2019)	20
20	<i>Singh v. Roadrunner Intermodal Servs., LLC,</i>	
21	No. 15 Civ. 01497, 2018 WL 2412325 (E.D. Cal. May 29, 2018)	22
22	<i>Southwest Airlines Co. v. Saxon,</i>	
23	596 U.S. 450 (2022)	3
24	<i>Tyson Foods, Inc. v. Bouaphakeo,</i>	
25	577 U.S. 442 (2016)	16
26	<i>Van Kempen v. Matheson Tri-Gas, Inc.,</i>	
27	No. 15 Civ. 660, 2017 U.S. Dist. LEXIS 137182 (N.D. Cal. Aug. 25, 2017).....	23
28		

Vasquez v. Coast Valley Roofing,
670 F. Supp. 2d 1114 (E.D. Cal. 2009) 21

Walsh v. CorePower Yoga LLC,
No. 16 Civ. 5610, 2017 U.S. Dist. LEXIS 20974
(N.D. Cal. Feb. 14, 2017) 18

STATUTES

Business and Professions Code § 17200 et seq..... 3

Cal. Lab. Code § 2699(e)(2) 23

California Labor Code § 2698 et seq 2

California Labor Code § 2802 3

Labor Code § 226..... 22

RULES

Fed. R. Civ. P. 23 (b)(3)..... 14, 17

Fed. R. Civ. P. 23(g)(1)(A) 17

Fed. R. Civ. P. 23(a) and (b) 14

Fed. R. Civ. P. 23(a)..... 14

Fed. R. Civ. P.23(a) and (b)(3) 25

Fed. R. Civ. P. 23(a)(2)..... 15

Fed. R. Civ. P. 23(a)(3)..... 15

Fed. R. Civ. P.23(a)(4)..... 15

Fed. R. Civ. P. 23(b)(3)..... 16, 19

Fed. R. Civ. P. 23(e)(2)..... 14

Fed. R. Civ. P. 23(g) 15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TREATISES

Alba Conte & Herbert B. Newberg,
4 Newberg on Class Actions § 13.15 (5th ed.) 18

Manual for Complex Litigation §§ 21.632-634 (4th ed. 2004)..... 14

Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions § 11:22 (4th ed.
2002)..... 14

1 **I. INTRODUCTION**

2 Plaintiffs Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas
3 Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchpare, Raul Quiroz, Santos
4 Fonseca-Romero, and Marc Moran respectfully submit this Memorandum in support
5 of their unopposed motion for preliminary approval of the proposed Class Action and
6 PAGA Settlement with Defendant Domino's Pizza, LLC. This Settlement is the
7 culmination of nearly six years of vigorous litigation, marked by extensive discovery,
8 multiple appeals to the Ninth Circuit Court of Appeals and the United States Supreme
9 Court, and intensive arm's-length negotiations facilitated by a highly experienced
10 mediator.

11 Under the terms of the Settlement, Domino's has agreed to pay a non-
12 reversionary sum of \$2,300,000 to resolve claims on behalf of three classes of
13 California drivers and non-exempt hourly workers, as well as PAGA members. This
14 amount provides meaningful recovery to the Classes, accounting for the significant
15 uncertainties in establishing liability, achieving class certification, and proving
16 damages. Given these risks, the Settlement represents an outstanding result for the
17 Classes and warrants preliminary approval by the Court.

18 **II. HISTORY AND STATUS OF THE CASE**

19 **A. The Claims and Relief Requested**

20 Named Plaintiffs, along with the putative class members and aggrieved
21 employees, worked for Domino's in California as either delivery drivers or non-
22 exempt hourly workers in its distribution facilities. This consolidated action
23 encompasses *Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas*
24 *Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchpare, and Raul Quiroz v.*
25 *Domino's Pizza, LLC*, Case No. 8:20-cv-01905-JVS-JDE ("Carmona"), which
26 combines *Arriola et al. v. Domino's Pizza, LLC*, Case No. 8:23-cv-01358-JVS-JDE,
27
28

1 and the original *Carmona* case. To represent non-driver claims, Plaintiffs Santos
2 Fonseca-Romero and Marc Moran are added as class representatives for the Non-
3 Driver Class and as aggrieved employees for the Non-Driver PAGA Members
4 pursuant to the Second Amended Consolidated Complaint (“SACC”).

5 Domino’s operates as a leading pizza delivery company in the United States,
6 with approximately 14,800 stores across 85 markets as of 2018, headquartered in Ann
7 Arbor, Michigan. In addition to its retail operations, Domino’s functions as a
8 transportation services company, employing drivers to deliver products such as
9 cheese, boxes, trays, meats, dough, and sauce from supply chain centers to its stores.
10 Drivers also perform pre- and post-trip duties, conduct Department of Transportation
11 (“DOT”) safety inspections, and pick up empty trays. Domino’s further employs non-
12 exempt hourly workers, referred to as warehouse workers, to staff its distribution
13 centers, where goods are inventoried, stored, and prepared for shipment.

14 The claims asserted in this action arise under the California Labor Code and
15 include: (1) failure to pay all wages due for hours worked; (2) failure to pay overtime
16 wages; (3) failure to implement a lawful alternative workweek schedule; (4) failure
17 to provide meal and rest break premiums; (5) failure to reimburse employees for
18 necessary work-related expenditures, including personal cell phones used for work;
19 (6) failure to provide accurate itemized wage statements; (7) failure to maintain
20 accurate payroll records; (8) failure to pay waiting time penalties for former
21 employees; and (9) violations of the Private Attorneys General Act of 2004
22 (“PAGA”), California Labor Code § 2698 et seq.

23 The SACC alleges that Domino’s pay structure for drivers, which relied on a
24 piece-rate compensation system, resulted in unpaid wages for non-driving work,
25 including but not limited to pre- and post-shift job duties, tray pick-ups, and time
26 spent working while in the sleeper berth of delivery vehicles. The SACC further
27 alleges that drivers were not reimbursed for the necessary use of their personal cell
28

1 phones for work-related purposes, such as coordinating deliveries or communicating
2 with supervisors. Regarding hourly workers, the SACC asserts that Domino's
3 required them to work an illegal alternative workweek schedule, which led to unpaid
4 overtime wages. These workers also performed off-the-clock work before and after
5 shifts and during meal and rest breaks, and were not provided compliant meal and
6 rest breaks as required by law.

7 **B. Factual Background and Procedural History**

8 The procedural history of this case reflects its complexity, with significant
9 appellate litigation, multiple amendments to pleadings, case consolidation, and
10 extensive discovery efforts, all underscoring the contentious nature of the claims and
11 defenses.

12 **1. The Carmona Litigation**

13 On June 26, 2020, Plaintiffs Edmond Carmona, Abraham Mendoza, and Roger
14 Nogueira filed a class action in Orange County Superior Court, alleging violations of
15 California Labor Code § 2802 (unreimbursed expenses) and Business and
16 Professions Code § 17200 *et seq.* (unfair competition). Domino's removed the case
17 to this Court on October 1, 2020. Domino's then moved to compel arbitration, which
18 the Court denied on December 2, 2020, holding Plaintiffs exempt from the FAA as
19 transportation workers in interstate commerce. *See Carmona v. Domino's Pizza,*
20 *LLC*, No. 8:20-cv-01905-JVS-JDE, 2020 U.S. Dist. LEXIS 227159 (C.D. Cal. Dec.
21 2, 2020). Domino's appealed to the Ninth Circuit on January 4, 2021, and obtained a
22 stay on January 25, 2021. The Ninth Circuit affirmed on December 23, 2021,
23 confirming Domino's drivers as exempt under the FAA. *See Carmona v. Domino's*
24 *Pizza, LLC*, 21 F.4th 627 (9th Cir. 2021). Domino's petitioned the Supreme Court
25 for certiorari, granted on November 7, 2022. The Court vacated and remanded for
26 review under *Southwest Airlines Co. v. Saxon*, 596 U.S. 450 (2022). *See Domino's*
27 *Pizza, LLC v. Carmona*, No. 21-1572, 143 S. Ct. 361 (2022). After supplemental
28

1 briefing, the Ninth Circuit reaffirmed its ruling on July 21, 2023, finding *Saxon*
2 consistent with *Rittman v. Amazon.com, Inc.*, 971 F.3d 904 (9th Cir. 2020). *See*
3 *Carmona v. Domino's Pizza, LLC*, 73 F.4th 1135 (9th Cir. 2023). Domino's second
4 cert petition, filed in October 2023, was denied on April 15, 2024, remanding the
5 case for merits adjudication.

6 **2. The Arriola Litigation**

7 To preserve the timeliness of drivers' claims amidst the prolonged *Carmona*
8 appeals, Plaintiff Arriola filed a class action complaint in this Court on July 28, 2023,
9 asserting claims for unpaid wages, wage statement violations, waiting time penalties,
10 and violations of the Unfair Competition Law. *See Arriola et al. v. Domino's Pizza,*
11 *LLC*, Case No. 8:23-cv-01358-JVS-JDE. On August 28, 2023, Plaintiffs filed a First
12 Amended Complaint, adding Burnett Brulee, Gyorgy Diaz, Daniel Etchepare, and
13 Raul Quiroz as named plaintiffs (Dkt. 14). In November 2023, Plaintiffs filed a
14 Second Amended Complaint to assert claims under PAGA for civil penalties based
15 on the underlying Labor Code violations. The *Arriola* case was stayed pending
16 resolution of the *Carmona* appeals to avoid duplicative litigation.

17 **3. The Consolidated Complaint**

18 Following the resolution of the appellate proceedings in April 2024, the parties
19 filed a Joint Notice of Related Cases on June 7, 2024, identifying the overlap between
20 *Carmona* and *Arriola* (Dkt. 32). On June 17, 2024, the Court deemed the cases related
21 and transferred *Arriola* to this Court for coordinated proceedings (Dkt. 35).
22 Recognizing the commonality of issues and the need for efficient litigation, the
23 parties stipulated to file a Consolidated Complaint combining the parties, claims, and
24 allegations from both cases. The Court granted the stipulation in August 2024,
25 allowing the filing of the Consolidated Complaint (Dkt. 35). On April 15, 2025,
26 Plaintiffs filed an Amended Consolidated Complaint, which added claims that drivers
27
28

1 were not paid for time spent working while in the sleeper berth of their delivery
2 vehicles (Dkt. 50).

3 **4. Significant Discovery Efforts**

4 The appellate litigation in this case was exceptionally time and labor-intensive,
5 requiring multiple rounds of briefing at the Ninth Circuit and Supreme Court levels.
6 Once litigation resumed in this Court in April 2024, the parties engaged in robust
7 discovery pursuant to the Court's Scheduling Order (Dkt. Nos. 44-45). Discovery
8 included the propounding and responding to special interrogatories, requests for
9 production of documents, requests for admissions, and initial disclosures. Plaintiffs
10 also noticed depositions of key Domino's personnel to explore the factual basis of
11 their claims.

12 To facilitate class certification efforts, Plaintiffs sought contact information for
13 putative class members and worked cooperatively with Domino's to prepare and
14 disseminate a *Belaire-West* notice, which allowed potential class members to opt out
15 of sharing their contact information (Dkt. 56). *See Belaire-West Landscape, Inc. v.*
16 *Superior Court*, 149 Cal. App. 4th 554 (2007). Domino's produced 15,488 pages of
17 discovery, including payroll records, timekeeping data, company policies, job
18 descriptions, training materials, performance evaluations, and personnel files for the
19 Named Plaintiffs. Plaintiffs' counsel meticulously analyzed and organized this
20 voluminous production to assess the strength of the claims and prepare for class
21 certification.

22 Similarly, Plaintiffs provided detailed discovery responses, including damage
23 estimates for the eight initial Named Plaintiffs,¹ and produced several hundred pages
24 of documents, such as time records, cell phone bills, emails, text messages, and other
25 relevant materials. This process was resource-intensive, requiring significant
26 attorney time and effort to compile and review.

27 ¹ Plaintiffs Carmona, Mendoza, Nogueira, Arriola, Brulee, Diaz, Etchepare, and
28 Quiroz.

1 As the parties were preparing for class certification briefing, Plaintiffs sought
2 to amend the complaint to add named plaintiffs to represent non-driver hourly
3 workers employed in Domino's distribution centers and warehouses. These workers
4 had potential claims for unpaid overtime, meal and rest break violations, and unpaid
5 wages stemming from off-the-clock work and illegal alternative workweek
6 schedules. Recognizing the extensive litigation history and the potential for
7 additional years of costly proceedings, including a likely trial and further appeals, the
8 parties agreed to pursue mediation to explore a global resolution of all claims (Dkt.
9 Nos. 59-60).

10 ***5. Mediation and Settlement Terms***

11 On September 25, 2025, the parties participated in an all-day, in-person
12 mediation session facilitated by Joel Grossman, a highly regarded professional
13 mediator with extensive expertise in wage-and-hour class actions (Desai Decl. ¶¶ 8,
14 31, 56). With Mr. Grossman's guidance, the parties engaged in rigorous, arm's-
15 length negotiations and reached an agreement by the end of the day. Specifically,
16 Domino's will pay a non-reversionary Total Settlement Amount of \$2,300,000 to
17 cover:

- 18 • Payments to Participating Class Members for their claims;
 - 19 • A PAGA payment of \$20,000, with 75% allocated to the California Labor and
20 Workforce Development Agency ("LWDA") and 25% to PAGA Members;
 - 21 • Court-approved attorneys' fees of up to one-third of the Total Settlement
22 Amount, or \$766,666;
 - 23 • Litigation costs, estimated at \$23,192;
 - 24 • Service awards of \$15,000 each to the ten Named Plaintiffs, totaling \$150,000;
 - 25 • Settlement administration costs of \$11,000; and
 - 26 • The employer's portion of payroll taxes, including FICA, FUTA, and other
27 applicable state and federal taxes.
- 28

1 The remaining amount, referred to as the Net Settlement Proceeds
2 (approximately \$1,242,447 after deductions), will be distributed to Participating
3 Class Members and PAGA Members according to a Court-approved plan of
4 allocation based on their respective workweeks during the relevant class or PAGA
5 periods.

6 **III. THE PROPOSED SETTLEMENT**

7 The complete terms of the Settlement are set forth in the Settlement
8 Agreement, attached as **Exh. A** to the Declaration of Aashish Y. Desai. The following
9 comprehensive summary highlights the key provisions to demonstrate the
10 Settlement's fairness, reasonableness, and adequacy, and to support the Court's
11 preliminary approval.

12 **A. Settlement Eligibility and Defined Groups**

13 The Settlement is structured to provide relief to all affected employees by
14 defining specific groups that correspond to the claims asserted in the SACC. The
15 eligible groups are:

16 • **Class A Driver Reimbursement Class:** All current and former California
17 drivers who performed work for Domino's under its reimbursement policies from
18 June 26, 2016, through the date the Court grants preliminary approval of the
19 Settlement. This class addresses claims for unreimbursed business expenses, such as
20 personal cell phone use.

21 • **Class A Driver Piece-Rate Class:** All current and former California drivers
22 who performed work for Domino's under its piece-rate compensation plan from July
23 18, 2019, through the date of preliminary approval. This class focuses on unpaid
24 wages for non-driving work, including sleeper berth time and related penalties.

25 • **Non-Driver Class:** All current and former hourly-paid, non-exempt California
26 employees (excluding members of the Class A Driver Classes) who performed work
27 for Domino's from August 27, 2020, through the date of preliminary approval. This
28

1 class covers claims for unpaid wages, overtime, meal and rest break, alternative
2 workweek violations, and related penalties.

3 • **Class A Driver PAGA Members:** All current and former California drivers
4 who performed work for Domino's under its piece-rate compensation plan from July
5 14, 2022, through the date of preliminary approval. This group seeks PAGA penalties
6 for Labor Code violations affecting drivers.

7 • **Non-Driver PAGA Members:** All current and former hourly-paid, non-
8 exempt California employees (excluding the Class A Driver Classes) who performed
9 work for Domino's from November 8, 2023, through the date of preliminary
10 approval. This group seeks PAGA penalties for violations affecting non-driver
11 workers.

12 **B. Settlement Amount and Allocation Formula**

13 The Total Settlement Amount of \$2,300,000 is non-reversionary, meaning all
14 funds will be distributed to the Classes, PAGA Members, or used for Court-approved
15 purposes, ensuring no funds revert to Domino's. The Settlement Amount covers the
16 following components:

17 1. **Payments to Participating Class Members:** The primary portion of the Net
18 Settlement Proceeds will be distributed to Participating Class Members based on their
19 proportionate share of workweeks during the relevant class periods.

20 2. **PAGA Payment:** \$20,000, with 75% (\$15,000) allocated to the LWDA and
21 25% (\$5,000) to PAGA Members, distributed pro rata based on workweeks during
22 the respective PAGA Periods.

23 3. **Attorneys' Fees:** Up to one-third of the Total Settlement Amount, or
24 \$766,666, subject to Court approval.

25 4. **Litigation Costs:** Estimated at \$23,192, covering reasonable expenses
26 incurred by Class Counsel, such as filing fees, mediation costs, and travel expenses.
27
28

1 5. **Service Awards:** \$15,000 for each of the ten Named Plaintiffs, totaling
2 \$150,000, to compensate for their time, effort, and risks in pursuing this litigation.

3 6. **Settlement Administration Costs:** \$11,000 to cover the estimated costs of
4 administering the Settlement, including data processing, notice dissemination, tax
5 reporting, and distribution of payments.

6 7. **Employer Payroll Taxes:** The employer's portion of FICA, FUTA, and other
7 applicable state and federal payroll taxes on the wage-based portions of the
8 Settlement.

9 After deducting these amounts, the Net Settlement Proceeds (approximately
10 \$1,242,447) will be distributed to Participating Class Members and PAGA Members
11 according to the following formulas, which ensure equitable allocation based on the
12 duration of employment during the relevant periods:

13 • **Class A Driver Reimbursement Class Members:** A total of \$75,000 from
14 the Net Settlement Proceeds will be distributed to Participating Class A Driver
15 Reimbursement Class Members on a pro rata basis. The allocation is calculated by
16 dividing each member's "Individual Reimbursement Weeks Worked" (the total
17 number of weeks worked by the individual during the Reimbursement Class Period,
18 June 26, 2016, to preliminary approval, per Domino's records) by the "Total
19 Reimbursement Weeks Worked" (the aggregate weeks worked by all members
20 during the period). This ratio is multiplied by \$75,000. Payments under this allocation
21 are not subject to tax withholdings, as they compensate for unreimbursed expenses.

22 • **Non-Driver Class Members:** Fifty percent (50%) of the Net Settlement
23 Proceeds, after subtracting the Reimbursement Class allocation, will be distributed
24 to Participating Non-Driver Class Members on a pro rata basis. The allocation is
25 calculated by dividing each member's "Individual Non-Driver Weeks Worked"
26 (weeks worked from August 27, 2020, to preliminary approval) by the "Total Non-
27 Driver Weeks Worked" (aggregate weeks for all members). This ratio is multiplied
28

by 50% of the remaining Net Proceeds. These payments are subject to tax withholdings, as they compensate for wage-based claims.

- **Class A Driver Piece-Rate Class Members:** The other fifty percent (50%) of the Net Settlement Proceeds, after the Reimbursement allocation, will be distributed to Participating Class A Driver Piece-Rate Class Members on a pro rata basis. The allocation is calculated by dividing each member’s “Individual Class A Driver Piece-Rate Weeks Worked” (weeks worked from July 18, 2019, to preliminary approval) by the “Total Class A Driver Piece-Rate Weeks Worked” (aggregate weeks for all members). This ratio is multiplied by 50% of the remaining Net Proceeds. These payments are subject to tax withholdings.

- **PAGA Members:** Twenty-five percent (25%) of the \$20,000 PAGA payment (\$5,000) will be distributed to PAGA Members (both Class A Driver PAGA Members and Non-Driver PAGA Members) on a pro rata basis. The allocation is calculated by dividing each member’s “Individual PAGA Pay Periods” (pay periods worked during the respective PAGA Periods: July 14, 2022, to preliminary approval for drivers; November 8, 2023, to preliminary approval for non-drivers) by the “Total PAGA Pay Periods” for the respective group. This ratio is multiplied by \$5,000. These payments are not subject to tax withholdings, as they represent civil penalties.

Payments will be issued within 35 calendar days after the Court grants final approval of the Settlement. Participating Class Members and PAGA Members will have 120 days to cash their Settlement Checks. Any uncashed funds will be handled pursuant to the Settlement Agreement to California’s unclaimed property fund.

The estimated average recoveries, based on Domino’s payroll data and Plaintiffs’ calculations, are as follows:

Settlement Member	Estimated Average Recovery	Estimated Amount per Work Week
Class A Driver Reimbursement Class Member	\$301	\$75,000/249

Class A Driver Piece-Rate Class Member	\$2,304 (573,723/249)	\$19
Non-Driver Class Member	\$1,255 (573,723/457)	\$19

These estimates reflect a meaningful recovery for low-wage workers, particularly considering the litigation risks discussed below.

C. Release of Claims

The releases in the Settlement are carefully tailored to the claims asserted in the SACC, ensuring fairness and compliance with legal standards. Participating Class Members will release Domino's and its affiliates from all wage-and-hour claims arising out of the allegations in the SACC during the respective Class Periods.² These claims include, but are not limited to, unpaid wages, overtime, meal and rest break violations, reimbursement claims, wage statement violations, and waiting time penalties. The Released Class Claims expressly exclude any claims for civil penalties under PAGA, preserving those rights for PAGA Members.

All PAGA Members, including those who opt out of the Class Claims, will release and discharge Domino's from all claims for civil penalties under PAGA arising out of the allegations in the SACC and/or Plaintiffs' PAGA notices to the LWDA during the respective PAGA Periods.³ The Released PAGA Claims are limited to the specific periods defined (July 14, 2022, to preliminary approval for drivers; November 8, 2023, to preliminary approval for non-drivers) and do not extend to unrelated claims or periods outside the PAGA Periods. This ensures that the releases are narrowly tailored and do not overreach.

D. Appointment of Class Representatives and Class Counsel

Plaintiffs move to certify three classes for settlement purposes only:

² The "Released Class Claims."

³ The "Released PAGA Claims."

1 • **Class A Driver Reimbursement Class:** All current and former California
2 drivers who performed work for Domino’s under its reimbursement policies from
3 June 26, 2016, through the date of preliminary approval.

4 • **Class A Driver Piece-Rate Class:** All current and former California drivers
5 who performed work for Domino’s under its piece-rate compensation plan from July
6 18, 2019, through the date of preliminary approval.

7 • **Non-Driver Class:** All current and former hourly-paid, non-exempt California
8 employees (excluding the Class A Driver Classes) who performed work for
9 Domino’s from August 27, 2020, through the date of preliminary approval.

10 Plaintiffs propose the following appointments as class representatives:
11 Edmond Carmona, Abraham Mendoza, and Roger Nogueira for the **Class A Driver**
12 **Reimbursement Class**; Thomas Arriola, Burnett Brulee, Gyorgy Diaz, Daniel
13 Etchepare, and Raul Quiroz for the **Class A Driver Piece-Rate Class**; and Santos
14 Fonseca Romero and Marc Moran for the **Non-Driver Class**. These individuals have
15 actively participated in the litigation, provided discovery, and assumed risks on
16 behalf of the Classes.

17 Plaintiffs further propose that Aashish Y. Desai and Adrienne De Castro of
18 Desai Law Firm, P.C., be appointed as Class Counsel. Counsel has extensive
19 experience in complex wage-and-hour class actions, as demonstrated by their
20 successful prosecution of this case through appellate litigation, discovery, and
21 mediation. (Desai Decl. ¶¶ 13-19, 56; De Castro Decl. ¶¶ 3-5).

22 **E. Notice Procedure**

23 The proposed notice procedure provides the “best notice practicable” under
24 Federal Rule of Civil Procedure 23(c)(2)(B). Within 20 days of preliminary approval,
25 Domino’s will provide the Settlement Administrator with a Class List including
26 names, last-known addresses, emails (if available), SSNs (for taxes), and workweek
27 data. The Administrator will promptly send Notices by first-class mail and email
28

(where available). Class Members have 45 days from mailing to object or opt out. Those who do not timely opt out are bound by the Settlement, including claim releases. Undeliverable Notices will be skip-traced and re-sent. This ensures adequate notice and opportunities to participate, object, or exclude, consistent with due process.

F. Settlement Administration

The parties have selected ILYM Group, Inc. as the Settlement Administrator after soliciting bids from three reputable firms with significant experience in administering complex class action settlements. The Administrator's responsibilities include processing the Class List, disseminating Notices, handling opt-out and objection requests, calculating individual payments, issuing checks, managing tax reporting, and addressing any disputes during the distribution process. The estimated administration costs are \$11,000, representing approximately (0.47%) of the Total Settlement Amount. This amount is reasonable given the complexity of the Settlement, which involves multiple classes, PAGA payments, and tax considerations, and is consistent with administration fees in comparable wage-and-hour class actions.

G. Class Representative Service Awards

Under the Settlement Agreement, the ten Named Plaintiffs will request service awards of \$15,000 each, totaling \$150,000, or approximately 6.5% of the Total Settlement Amount. Plaintiffs support this request in more detail in the concurrently filed Motion for Attorneys' Fees, Costs and Service Awards.

H. Attorneys' Fees

The Settlement Agreement provides that Plaintiffs' Counsel will request an award of attorneys' fees in the amount of one-third of the Total Settlement Amount, or \$766,666, plus reimbursement of actual litigation costs, to be paid from the Settlement fund. Plaintiffs support this request, which is *less than* their lodestar of

1 \$1,121,883, in more detail in the concurrently filed Motion for Attorney's Fees, Costs
2 and Service Awards. At the preliminary approval stage, the Court need only
3 determine that the proposed fees and costs are within the range of reasonableness.

4 **IV. ARGUMENT**

5 The approval of a class action settlement is a two-step process. First, the Court
6 determines whether the proposed settlement deserves preliminary approval,
7 warranting notice to the class. Second, after notice and an opportunity for objections,
8 the Court considers final approval. *See Nat'l Rural Telecomm. Coop. v. DirecTV,*
9 *Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004); *Manual for Complex Litigation* §§
10 21.632-634 (4th ed. 2004). For preliminary approval, the Court must assess: (1)
11 whether the settlement classes meet the requirements for certification under Federal
12 Rule of Civil Procedure 23(a) and (b) if not yet certified; and (2) whether the
13 settlement is fair, reasonable, and adequate under Rule 23(e)(2). The Settlement here
14 satisfies both requirements.

15 **A. Certification of the Rule 23 Classes Is Proper**

16 The parties agree to certify the three classes defined above for settlement
17 purposes only. PAGA claims do not require class certification, as they are
18 representative actions brought on behalf of the state. *See Arias v. Superior Court*, 46
19 Cal. 4th 969, 986 (2009). The validity of temporary settlement classes is well-
20 established and rarely questioned. *See Alba Conte & Herbert B. Newberg, 4 Newberg*
21 *on Class Actions* § 11:22 (4th ed. 2002). The proposed classes are coextensive with
22 those pled in the SACC and readily satisfy the requirements of Rule 23(a) and (b)(3).

23 **1. Rule 23(a) Requirements Are Satisfied**

24 Rule 23(a) requires numerosity, commonality, typicality, and adequacy of
25 representation. Each element is met here.

26 • **Numerosity:** The proposed classes are sufficiently numerous to make joinder
27 impracticable. The entire Class includes approximately 706 (249+457) members, the
28

1 Class A Driver Piece-Rate Class includes 249 members, and the Non-Driver Class
2 includes 459 members (Desai Decl. ¶ 38-55). These numbers far exceed the threshold
3 for numerosity. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998)
4 (noting joinder is impracticable for classes of 40 or more).

5 • **Commonality:** Rule 23(a)(2) requires questions of law or fact common to the
6 class, a requirement construed permissively in the Ninth Circuit. *Id.* Here, the claims
7 stem from the same source: Domino’s uniform policies and practices regarding piece-
8 rate compensation, sleeper berth time, reimbursement for personal cell phone usage,
9 alternative workweek schedules, overtime payments, and meal and rest break
10 provisions. These policies give rise to common legal and factual questions, such as
11 whether Domino’s pay practices violated the Labor Code, whether its reimbursement
12 policies were adequate, and whether its workweek schedules were lawful. These
13 common issues drive the liability determination for the entire class, satisfying Rule
14 23(a)(2).

15 • **Typicality:** Rule 23(a)(3) requires that the claims or defenses of the
16 representative parties be typical of those of the class. The Ninth Circuit applies a
17 permissive standard, requiring only that the representatives’ claims be “reasonably
18 co-extensive” with those of absent class members, not substantially identical. *See*
19 *Maloney v. Mullen Auto., Inc.*, No. 25 Civ. 1187, 2025 U.S. Dist. LEXIS 114767, at
20 *8 (C.D. Cal. May 15, 2025). Here, the Named Plaintiffs worked as drivers or non-
21 exempt hourly workers in California and were subject to the same pay policies,
22 reimbursement practices, and work schedules as the Class Members. They allege the
23 same wage-and-hour violations, including unpaid wages, overtime violations, and
24 unreimbursed expenses, arising from the same set of facts and legal theories. Their
25 claims are therefore typical of the Classes.

26 • **Adequacy:** Rule 23(a)(4) requires that the representative parties fairly and
27 adequately protect the interests of the class, and Rule 23(g) requires adequate
28

counsel. *See Hanlon*, 150 F.3d at 1020; *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625-27 (1997) (adequacy fails only with conflicting interests). The Named Plaintiffs have no interests antagonistic to the Classes, sharing the same goal of recovering unpaid wages and penalties. They have devoted substantial time to this litigation, including participating in pre-suit investigations, providing declarations, producing documents, responding to discovery, and attending mediation (Desai Decl. ¶¶ 57-59). Class Counsel, Aashish Desai and Adrienne De Castro of Desai Law Firm, P.C., have extensive experience in complex employment and class action litigation. They have successfully prosecuted this case through multiple appeals, extensive discovery, and mediation, demonstrating their ability to represent the Classes effectively (Desai Decl. ¶¶ 57-59; De Castro Decl. ¶¶ 3-7). This satisfies both Rule 23(a)(4) and Rule 23(g).

2. Certification Is Proper Under Rule 23(b)(3)

Rule 23(b)(3) requires that common questions of law or fact predominate over individual questions and that a class action is superior to other methods for adjudicating the controversy. Both requirements are met here.

- **Predominance:** The predominance inquiry tests whether the proposed classes are sufficiently cohesive to warrant adjudication by representation. *See Amchem*, 521 U.S. at 623. It does not require every element to be susceptible to class-wide proof, but rather that common issues are more prevalent or important than individual ones. *See Amgen Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 469 (2013); *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016). Here, the claims hinge on Domino's uniform policies regarding piece-rate compensation, sleeper berth time, cell phone reimbursements, alternative workweek schedules, overtime, and meal and rest breaks. These policies apply class-wide, and their legality is the central issue driving liability. While individual damages may vary, the common questions about

Domino's practices predominate, as they can be resolved through generalized proof, such as payroll records and company policies.

- **Superiority:** A class action is superior when it achieves economies of scale and conserves judicial resources compared to individual actions. *See* Fed. R. Civ. P. 23(b)(3). Here, individual Class Members are unlikely to pursue separate lawsuits due to the modest damages at issue, which would be cost-prohibitive to litigate individually. *See Cawthorne v. Rush Truck Ctrs. of Cal., Inc.*, No. 17 Civ. 1541, 2019 U.S. Dist. LEXIS 248125, at *10 (C.D. Cal. Mar. 18, 2019) (finding individual suits inefficient for over 4,000 plaintiffs with modest claims); *Martin v. Monsanto Co.*, No. 16 Civ. 2168, 2017 U.S. Dist. LEXIS 135351, at *27 (C.D. Cal. Mar. 24, 2017). A class action concentrates the litigation in one forum, avoids inconsistent rulings, and ensures equitable recovery for all affected employees.

3. Plaintiffs' Counsel Should Be Appointed as Class Counsel

The adequacy of Class Counsel is evaluated based on: (1) work performed on the matter; (2) experience in handling class actions; (3) knowledge of applicable law; and (4) resources committed to the representation. *See* Fed. R. Civ. P. 23(g)(1)(A). Desai Law Firm, P.C., through Aashish Desai and Adrienne De Castro, satisfies these criteria. Counsel have devoted significant time to this case, including pre-suit investigation, drafting complaints, opposing arbitration, litigating appeals, conducting discovery, and negotiating the Settlement (Desai Decl. ¶¶ 13-19). They have decades of experience in wage-and-hour class actions, successfully handling similar cases in federal and state courts, and possess deep knowledge of California labor law and class action procedure (*Id.*) As a contingency-based firm, they have committed substantial resources, advancing all litigation costs without guarantee of recovery, demonstrating their ability to represent the Classes effectively.

///

///

1 **B. The Settlement Is Fair, Reasonable, and Adequate**

2 Once the Court determines that class certification is proper, it must assess
3 whether the settlement is “fundamentally fair, adequate, and reasonable.” *Hanlon v.*
4 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (citing *Class Plaintiffs v. City*
5 *of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)). At the preliminary approval stage,
6 the Court looks for “obvious deficiencies” and determines whether the settlement is
7 non-collusive and falls within the range of possible final approval. *See Walsh v.*
8 *CorePower Yoga LLC*, No. 16 Civ. 5610, 2017 U.S. Dist. LEXIS 20974, at *19 (N.D.
9 Cal. Feb. 14, 2017) (quoting *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078,
10 1079 (N.D. Cal. 2007)).⁴ Courts consider several factors, including: (1) the strength
11 of the plaintiffs’ case, the risks, expense, complexity, and likely duration of further
12 litigation, and the risk of maintaining class action status; (2) the amount offered in
13 settlement; (3) the extent of discovery completed and the stage of proceedings; and
14 (4) the experience and views of counsel. *Hanlon*, 150 F.3d at 1026. Each factor
15 supports preliminary approval here.

16 **1. The Settlement Was Reached After Contentious Litigation and**
17 **Arm’s-Length Negotiations**

18 The Settlement is the product of concerted adversarial litigation spanning
19 nearly six years, including extensive appellate motion practice, amendments to
20 pleadings, and significant discovery efforts. *See Johnson v. Moss Bros. Auto Grp.,*
21 *Inc.*, No. 19 Civ. 2456, 2022 U.S. Dist. LEXIS 112361, at *10 (C.D. Cal. June 24,
22 2022) (finding arm’s-length negotiation where parties actively litigated with pending
23 motions). The parties coordinated a *Belaire-West* notice, propounded and responded
24 to discovery, and engaged in multiple rounds of appeals to the Ninth Circuit and
25 Supreme Court. The Settlement was reached only after a full-day, in-person
26 mediation session on September 25, 2025, facilitated by Joel Grossman, a mediator
27 with specialized expertise in wage-and-hour class actions (Desai Decl. ¶¶ 31-37). The

28 ⁴ *See also* Alba Conte & Herbert B. Newberg, 4 Newberg on Class Actions § 13.15 (5th ed.).

1 mediation involved vigorous negotiations, culminating in a Memorandum of
2 Understanding, followed by further negotiations to finalize the detailed Settlement
3 Agreement. *See Criswell v. Boudreaux*, No. 20 Civ. 1048, 2021 U.S. Dist. LEXIS
4 187438, at *8 (E.D. Cal. Sept. 29, 2021) (finding fair negotiation with experienced
5 mediator); *Hudson v. Libre Tech. Inc.*, No. 18 Civ. 1371, 2020 U.S. Dist. LEXIS
6 84576, at *16 (S.D. Cal. May 12, 2020) (noting mediator involvement and lengthy
7 negotiations as indicia of fairness). The absence of collusion and the robust
8 negotiation process strongly support preliminary approval.

9 **2. Plaintiffs Faced Significant Risks in Continuing Litigation**

10 Approval of a class settlement is appropriate when plaintiffs face significant
11 barriers to recovery. *See Betancourt v. Advantage Human Resourcing, Inc.*, No. 14
12 Civ. 1788, 2016 U.S. Dist. LEXIS 10361, at *10-11 (N.D. Cal. Jan. 28, 2016). Here,
13 Plaintiffs faced multiple substantial obstacles that could have resulted in little to no
14 recovery:

15 • **Arbitration Agreements for Non-Drivers:** Many non-exempt hourly
16 workers are subject to arbitration agreements that could preclude class action
17 litigation altogether. If enforced, these agreements would require each worker to
18 pursue individual arbitration, which is time-consuming and cost-prohibitive for
19 modest claims. *See Arredondo v. Southwestern & Pac. Specialty Fin., Inc.*, No. 18
20 Civ. 1737, 2022 U.S. Dist. LEXIS 23758, at *31 (E.D. Cal. Feb. 9, 2022) (approving
21 settlement where arbitration agreements posed barriers).

22 • **Risk of Certification Denial:** Domino's would likely argue that individual
23 issues, such as the amount of off-the-clock work performed by drivers and non-
24 drivers, predominate over common questions, jeopardizing class certification under
25 Rule 23(b)(3). *See Bowerman v. Field Asset Servs.*, 60 F.4th 459, 460 (9th Cir. 2023)
26 (denying certification where individual testimony was necessary).

1 • **Legal Uncertainty on “Estimates”:** The drivers’ claims rely on the theory
2 that Domino’s use of predetermined “estimates” for non-driving work violates
3 California law when exact time tracking is practicable. However, the California
4 Supreme Court is currently reviewing *Camp v. Home Depot U.S.A., Inc.*, 84
5 Cal.App.5th 638 (2022), which held such estimates unlawful (review granted Feb. 1,
6 2023, Case No. S277518; briefing completed). A ruling overturning *Camp* could
7 undermine Plaintiffs’ legal theory, significantly weakening their case.

8 • **Adverse Precedent in *Silva*:** In a related case, *Silva v. Domino’s Pizza, LLC*,
9 No. SACV 18-2145 JVS (JDEx) (C.D. Cal. 2019), this Court granted summary
10 judgment in favor of Domino’s on their unpaid wage claim under Labor Code §
11 226.2(a)(1). The Court held that there is a presumption under California law that
12 employees are not working when clocked out, and the plaintiff failed to produce
13 evidence that Domino’s knew or should have known of off-the-clock work. *See Eddie*
14 *Silva v. Domino’s Pizza, LLC*, No. 21-55093, 2022 U.S. App. LEXIS 3228 (9th Cir.
15 Feb. 8, 2022) (affirming). This ruling poses a significant risk to Plaintiffs’ unpaid
16 wage claims, as this Court could reach a similar conclusion here, despite Plaintiffs’
17 efforts to marshal evidence of Domino’s knowledge.

18 • **Trial Risks on Liability and Damages:** Proving liability and damages at trial
19 would be challenging. Domino’s would dispute knowledge of off-the-clock work by
20 drivers (e.g., pre/post-shift duties, sleeper berth time) and non-drivers (e.g., overtime,
21 breaks). It would also contest the necessity of cell phone use for work. *See Anderson*
22 *v. Mt. Clemens Pottery Co.*, 328 U.S. 680, 687 (1946) (requiring evidence of
23 employer knowledge for off-the-clock claims). Establishing class-wide damages
24 would require extensive individual testimony, risking decertification or reduced
25 recovery. *See Bowerman*, 60 F.4th at 460.

26
27
28

Continuing litigation through trial and inevitable appeals would be lengthy, costly, and uncertain, with the potential for no recovery. The Settlement provides immediate, substantial relief, bypassing these risks.

3. The Settlement Amount Is Appropriate

The Settlement Amount of \$2,300,000 must fall within the range of reasonableness, balancing the plaintiffs' expected recovery against the proposed offer. *See In re Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1079; *Vasquez v. Coast Valley Roofing*, 670 F. Supp. 2d 1114, 1125 (E.D. Cal. 2009). The \$2.3 million represents approximately 16-18% of the total potential damages and penalties, a strong recovery given the risks outlined above. Plaintiffs' Counsel calculated the maximum exposure using Domino's payroll and employment records, ensuring a data-driven analysis.

a. Recovery for Class A Drivers' Claims

Plaintiffs estimate the following potential damages for the Class A Driver Reimbursement and Piece-Rate Classes, based on Domino's data:

- **Unpaid Wages:** Drivers worked approximately 2 unpaid hours per week for non-driving tasks (e.g., pre/post-shift duties, tray pick-ups) and 2 hours per week in the sleeper berth. With 249 class members, 29,783 total workweeks, and an average hourly rate of \$44, the unpaid wage exposure is approximately \$5,241,808 (29,783 weeks $\times$ 4 hours $\times$ \$44). Liquidated damages under Labor Code § 1194.2 double this to \$10,483,616.

- **Waiting Time Penalties:** Under Labor Code § 203, employers who willfully fail to pay wages at separation owe up to 30 days' pay. Assuming one-third of the class (89 members) are former employees, with an 8-hour day at \$44/hour, the penalty is \$352/day $\times$ 30 days $\times$ 89 = \$937,170.

- **Reimbursement Claims:** Labor Code § 2802 requires reimbursement for necessary expenses, such as cell phone use. Assuming \$100/month per driver, 10%

1 work-related use, and 39 months in the class period, the exposure is $\$10/\text{month} \times 39$
2 months $\times 249$ members = $\$97,110$.

3 • **Inaccurate Wage Statements:** Labor Code § 226 imposes a maximum
4 penalty of \$4,000 per employee for wage statement violations. For 249 members, this
5 is \$996,000.

6 The total maximum exposure for non-PAGA drivers' claims is approximately
7 \$12,513,896. The \$2.3 million Settlement represents 18% of this amount, a robust
8 recovery given the risks of proving liability and damages. Courts have approved
9 similar percentages in wage-and-hour cases. *See Singh v. Roadrunner Intermodal*
10 *Servs., LLC*, No. 15 Civ. 01497, 2018 WL 2412325, at *7 (E.D. Cal. May 29, 2018)
11 (approving settlement at 12% of estimated damages). The Settlement reflects a
12 reasonable compromise, as "the very essence of a settlement is compromise, 'a
13 yielding of absolutes and abandoning of highest hopes.'" *Linney v. Cellular Alaska*
14 *P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998).

15 ***b. Recovery for Non-Driver Labor Code Claims***

16 For the Non-Driver Class, Plaintiffs estimate the following based on Domino's
17 data:

18 • **Unpaid Wages:** Non-drivers worked approximately 7.5 unpaid hours per
19 week, at an average hourly rate of \$24, across 30,065 workweeks for 457 members.
20 This yields \$5,411,700 ($30,065 \times 7.5 \times \24), plus \$5,411,700 in liquidated damages,
21 totaling \$10,823,400.

22 • **Overtime/Alternative Workweek Claims:** Assuming 0.5 overtime hour per
23 shift at half of 64,183 shifts, with an overtime rate of \$36 ($\24×1.5), the exposure
24 is $16,045 \text{ hours} \times \$36 = \$577,620$.

25 • **Meal and Rest Break Penalties:** Under Labor Code §§ 226.7 and 512,
26 employers must provide meal and rest breaks, with premiums for violations.
27
28

1 Assuming a 5% violation rate for 64,183 shifts at \$24/hour, the exposure is 3,209
2 shifts $\times$ \$24 = \$77,016.

3 • **Waiting Time Penalties:** For 152 former employees (one-third of 457), at
4 \$192/day (8 hours $\times$ \$24), the penalty is $\$192 \times 30 \text{ days} \times 152 = \$875,520$.

5 • **Inaccurate Wage Statements:** For 457 members at \$4,000 each, the exposure
6 is \$1,828,000.

7 The total maximum exposure for non-driver claims is approximately
8 \$14,181,556. The \$2.3 million Settlement represents 16% of this amount, a strong
9 recovery given the risks, particularly the arbitration agreements that could preclude
10 litigation entirely. *See Johnson v. Moss Bros. Auto Grp., Inc.*, No. 19 Civ. 2456, 2022
11 U.S. Dist. LEXIS 112361, at *10 (C.D. Cal. June 24, 2022) (approving 16.67%
12 recovery); *Arredondo*, 2022 U.S. Dist. LEXIS 23758, at *31.

13 ***c. The PAGA Settlement Amount Is Reasonable***

14 The PAGA allocation of \$20,000 (0.33% of estimated PAGA exposure and
15 0.86% of the Total Settlement Amount) is reasonable and appropriate for approval.
16 Courts have broad discretion to reduce PAGA penalties if they are “unjust, arbitrary,
17 oppressive, or confiscatory.” *See* Cal. Lab. Code § 2699(e)(2); *Fleming v. Covidien*
18 *Inc.*, No. 10 Civ. 1487, 2011 U.S. Dist. LEXIS 154590, at *4 (C.D. Cal. Aug. 12,
19 2011) (reducing PAGA penalty by over 80%). The \$20,000 allocation avoids
20 excessive penalties while serving PAGA’s purpose of deterring violations and
21 vindicating employee rights. Courts routinely approve similar proportionate
22 recoveries.⁵ In cases with large settlements, compromising PAGA penalties
23 maximizes wage recovery for class members, aligning with PAGA’s goals. *See*
24

25
26 ⁵ *See Billups-Larkin v. Aramark Servs., Inc.*, No. 21 Civ. 6852, 2023 U.S. Dist.
27 LEXIS 122756, at *9 (N.D. Cal. July 17, 2023) (approving 1.9% of PAGA exposure);
28 *McLeod v. Bank of Am., N.A.*, No. 16 Civ. 3294, 2018 U.S. Dist. LEXIS 195314, at
*4 (N.D. Cal. Nov. 14, 2018) (approving 1.1%); *Van Kempen v. Matheson Tri-Gas,*
Inc., No. 15 Civ. 660, 2017 U.S. Dist. LEXIS 137182, at *6, *29-30 (N.D. Cal. Aug.
25, 2017) (approving 1.4%).

1 *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) (noting
2 settlements providing fair compensation deter violations).

3 **4. *The Parties Engaged in Sufficient Discovery to Make an Informed***
4 ***Decision About Settlement***

5 A settlement requires sufficient discovery to ensure the parties have adequate
6 information to assess the case. *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec.*
7 *Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000). Here, the parties conducted both formal
8 and informal discovery before entering settlement discussions. Formal discovery
9 included special interrogatories, requests for production, requests for admissions, and
10 initial disclosures. Domino's produced 15,488 pages of documents, including
11 relevant company policies, time records for all Named Plaintiffs, job descriptions,
12 training materials, performance evaluations, payroll data, and personnel files.
13 Plaintiffs produced several hundred pages of documents, including their own time
14 records, cell phone bills, emails, text messages, and other relevant materials (Desai
15 Decl. ¶¶ 8, 27-33, 57 -59). This extensive discovery allowed Plaintiffs' Counsel to
16 conduct a thorough analysis of the strengths and weaknesses of the claims, including
17 liability, damages, and certification risks. The parties' informed decision to settle was
18 based on a comprehensive understanding of the case, supporting preliminary
19 approval.

20 **5. *Counsel's Experience and Views Support Approval***

21 Courts accord significant weight to the recommendations of experienced
22 counsel, who are best positioned to evaluate the case's merits and risks. *See*
23 *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 967 (9th Cir. 2009). Plaintiffs' Counsel,
24 have decades of experience prosecuting complex employment and class action
25 litigation, and believe the Settlement is fair, reasonable, and adequate, particularly in
26 light of the significant risks of continued litigation and the robust recovery achieved
27 including wage-and-hour cases similar to this one. (Desai Decl. ¶¶ 38-55, 63-64).

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant this unopposed motion for preliminary approval of the proposed Class Action and PAGA Settlement. The Settlement is fair, reasonable, and adequate, providing substantial relief to the Classes while avoiding the significant risks and delays of continued litigation. The proposed classes satisfy the requirements of Rule 23(a) and (b)(3), and the notice and administration plans comply with due process. Plaintiffs further request that the Court certify the three settlement classes for settlement purposes only, appoint the Named Plaintiffs as class representatives and Desai Law Firm, P.C., as Class Counsel, approve the proposed Notices and Settlement Administrator, and schedule a final approval hearing in accordance with the timeline set forth in the Proposed Order filed concurrently herewith.

Respectfully submitted,

Dated: November 24, 2025

DESAI LAW FIRM, P.C.

By: /s/ *Aashish Y. Desai*

Aashish Y. Desai
Adrienne DeCastro
Attorneys for Plaintiffs

CERTIFICATION

The undersigned, counsel of record for Plaintiffs, hereby certifies that this brief contains 6,891 words, which complies with the word limit of L.R. 11-6.1.

/s/ Aashish Y. Desai

Aashish Y. Desai