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11  
12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 EDMOND CARMONA, ABRAHAM  
15 MENDOZA, ROGER NOGUEIRA,  
16 THOMAS ARRIOLA, BURNETT  
17 BRULEE, GYORGY DIAZ, DANIEL  
18 ETCHEPARE, RAUL QUIROZ,  
19 SANTOS FONSECA-ROMERO, MARC  
20 MORAN on behalf of themselves and all  
21 others similarly situated, and all other  
22 aggrieved employees,

23 Plaintiffs,

24 v.

25 DOMINO'S PIZZA, LLC, a Michigan  
26 Corporation, and DOES 1-10, inclusive,

27 Defendants.

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

Hon. James V. Selna

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

**HEARING SCHEDULE**

**Date:** May 4, 2026

**Time:** 1:30 p.m.

**Dept.:** 10C

*[Declarations of Aashish Y. Desai, Craig J. Ackermann, Glenn A. Danas, Cornelia Dai, and Nick Castro (on behalf of ILYM) filed concurrently]*

1 PLEASE TAKE NOTICE that on May 4, 2026 at 1:30 p.m., per the Court's  
2 previous Order (ECF 67), in the Courtroom of the Honorable James V. Selna,  
3 located at 10C, 10th Floor, 411 West 4th Street, Santa Ana, California 92701,  
4 Plaintiffs Edmond Carmona, Abraham Mendoza, Roger Nogueira, Thomas Arriola,  
5 Burnett Brulee, Gyorgy Diaz, Daniel Etchepare, Raul Quiroz, Santos Fonseca-  
6 Romero, and Marc Moran (collectively, "Named Plaintiffs") will and hereby do  
7 move the Court for final approval of this Settlement, including a request to: (1)  
8 approve Plaintiffs' attorneys' fees of \$766,666; (2) approve reimbursement of  
9 actual litigation costs of \$23,192; and (3) approve separate allocation of \$11,000 in  
10 settlement administration costs.

11 This Motion is based upon: this Notice of Motion and Memorandum of  
12 Points and Authorities in Support Thereof; the Declarations of Aashish Desai, Craig  
13 J. Ackermann, Glenn A. Danas, Cornelia Dai, and Nick Castro on behalf of ILYM  
14 Group, Inc. and the exhibits thereto in support of the Motion; such argument of  
15 counsel as the Court may hear; the complete files, records, and pleadings in the  
16 above-captioned matter; and such additional matters as the Court may consider.

17  
18 Respectfully submitted,

19  
20 Dated: April 9, 2026

DESAI LAW FIRM, P.C.

21  
22 By: /s/ Aashish Y. Desai  
23 Aashish Y. Desai  
24 Adrienne De Castro  
25 Attorneys for Plaintiffs  
26  
27  
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## MEMORANDUM OF POINTS AND AUTHORITIES

### I. INTRODUCTION

Plaintiffs respectfully seek final approval of the preliminarily approved class action Settlement. If approved, the Settlement will resolve claims that have been vigorously litigated for nearly six years. Under its terms, Domino's has agreed to pay a non-reversionary sum of \$2,300,000 to resolve claims on behalf of three classes of California drivers and non-exempt hourly workers, as well as PAGA members. This amount provides meaningful recovery to the Classes while accounting for the significant uncertainties in establishing liability, achieving class certification, and proving damages. Given these risks, the Settlement represents an outstanding result for the Classes and warrants final approval by the Court.

The Settlement was achieved after six years of hard-fought litigation in two class action cases, including *Carmona*, which was litigated all the way to the Ninth Circuit and the U.S. Supreme Court. *See Carmona v. Domino's Pizza, LLC*, 73 F.4th 1135 (9th Cir. 2023); *Arriola et al. v. Domino's Pizza, LLC*, Case No. 8:23-cv-01358-JVS-JDE. After significant discovery and preparation for class certification, the Parties participated in a full-day mediation with respected and experienced mediator Joel Grossman and reached a settlement that same day, on September 25, 2025.

The Court preliminarily approved the proposed Settlement and the Settlement's proposed Notice Plan on December 22, 2025. (Order Regarding Motion for Preliminary Approval of Class Action Settlement "Prelim. App. Order", ECF 67). Notice was successfully disseminated to Class Members, who responded with overwhelmingly positive reactions. By this Motion, Plaintiffs respectfully request that the Court conduct a final review of the Settlement and approve it as fair, reasonable, and adequate. The Settlement Administrator has fully implemented the robust, multi-pronged Notice Plan.

1 The reaction from Class Members has been resoundingly positive. As of,  
2 April 7, 2026, the Settlement Administrator reports two (2) opt-outs, and zero (0)  
3 objections were received. (Declaration of Nick Castro (“Castro Decl.”) ¶¶ 11-12.)  
4 For the foregoing reasons and those detailed below, the Settlement meets the  
5 standards for final approval and should be approved.

## 6 **II. BACKGROUND**

### 7 **A. Factual and Procedural History**

8 The Named Plaintiffs are current and former delivery drivers and warehouse  
9 workers alleging wage-and-hour violations against Domino’s. Carmona and the  
10 other plaintiff drivers initiated this lawsuit in Orange County Superior Court on  
11 June 26, 2020. On October 1, 2020, the Carmona action was removed to this Court.  
12 The case was then stayed for several months while Domino’s appealed this Court’s  
13 denial of its motion to compel arbitration on an individual basis. (Order, ECF 19.)  
14 The appeal proceeded through the Ninth Circuit and petitions for review to the U.S.  
15 Supreme Court. Ultimately, on April 15, 2024, Domino’s second *certiorari* petition  
16 was denied, allowing the case to proceed on the merits. (*See* Mandate, ECF 33.) On  
17 August 19, 2024, the Named Plaintiffs filed a consolidated complaint combining  
18 the Carmona case with the similarly situated Arriola action. (Consolidated  
19 Complaint, ECF 35); *see Arriola et al. v. Domino’s Pizza, LLC*, Case No. 8:23-cv-  
20 01358-JVS-JDE. The consolidated complaint was later amended on April 15, 2025,  
21 to add claims relating to time spent in the sleeper berth. (First Amended  
22 Consolidated Complaint (“FACC”), ECF 50.)

23 Plaintiffs filed a second amended complaint on November 21, 2025 (ECF 63)  
24 on behalf of delivery drivers and warehouse workers currently or formerly  
25 employed by Domino’s in California. (Second Amended Consolidated Complaint  
26 (“SACC”) ¶ 1.) Domino’s is a pizza delivery company headquartered in Michigan  
27 with locations across the United States. (*Id.*) Plaintiff drivers deliver Domino’s  
28

1 products (cheese, boxes, trays, meats, dough, etc.) from its network of supply chain  
2 centers to individual stores.

3 Domino's pays its drivers on a piece-rate basis for deliveries, calculated by  
4 the number of miles traveled and the weight of the load. (*Id.* ¶ 5.) The named  
5 delivery driver plaintiffs (Carmona, Mendoza, Nogueira, Arriola, Brulee, Diaz,  
6 Etchepare, and Quiroz) allege that Domino's fails to adequately compensate them  
7 for non-driving work—such as pre- and post-trip duties, vehicle safety checks,  
8 unloading damaged or returned goods, and returning empty trays—because it pays  
9 a flat rate instead of tracking actual time spent. (*Id.* ¶¶ 3, 5–8.) Plaintiffs further  
10 allege that Domino's fails to pay drivers for time spent in the sleeper berth and fails  
11 to reimburse them for the use of personal cell phones for work purposes. (*Id.* ¶¶ 12,  
12 21.)

13 The warehouse worker plaintiffs (Fonseca-Romero and Moran) are  
14 responsible for warehouse inventory, storage, and preparation of goods for  
15 shipment to individual Domino's stores. (*Id.* ¶ 15.) They allege that Domino's  
16 failed to pay them for off-the-clock work, failed to provide meal and rest breaks,  
17 and failed to reimburse them for personal cell-phone use for job-related  
18 communications. (*Id.* ¶¶ 16, 20.) They also allege that Domino's alternative  
19 workweek schedule failed to comply with California Labor Code requirements,  
20 resulting in substantial unpaid overtime. (*Id.* ¶¶ 18–19.)

21 Based on these allegations, Plaintiffs' SACC asserts violations of the  
22 California Labor Code, Business & Professions Code, and the Private Attorneys  
23 General Act ("PAGA"), including: (1) failure to pay all wages for work performed;  
24 (2) failure to reimburse necessary work expenditures; (3) failure to issue accurate  
25 itemized wage statements; (4) failure to pay overtime wages; (5) failure to authorize  
26 meal periods; (6) failure to authorize and permit rest periods; (7) waiting-time  
27 penalties; (8) unfair competition; and (9) violation of PAGA.

1           **B.     The Parties Engaged in Extensive Settlement Negotiations**

2           After significant discovery—including thousands of pages of document  
3 production and a Belaire-West notice to the putative class—the parties pursued  
4 mediation. On September 25, 2025, the parties participated in an all-day, in-person  
5 mediation session facilitated by Joel Grossman, a highly regarded professional  
6 mediator with extensive expertise in wage-and-hour class actions. (Declaration of  
7 Aashish Desai (“Desai Decl.”) ISO Prelim. Approval, ¶¶ 8, 31, 56.) The parties  
8 vigorously advocated for their clients, and with Mr. Grossman’s assistance, reached  
9 an agreement by the end of the day and executed a preliminary Memorandum of  
10 Understanding.

11           **C.     Preliminary Settlement Approval and Dissemination of Notice**

12           On November 24, 2025, Plaintiffs filed their Motion for Preliminary  
13 Approval of Class Action Settlement, together with supporting documents,  
14 declarations, and exhibits. (ECF 64.) As explained therein, Plaintiffs faced  
15 significant litigation risks, including potential orders compelling individual  
16 arbitration, denial of class certification, and dismissal of claims on the merits. In  
17 light of these risks, the Settlement constitutes an outstanding result for the  
18 Settlement Class.

19           On December 22, 2025, the Court preliminarily approved the Settlement and  
20 ordered that notice be provided to the Class. (Prelim. App. Order, ECF 67.)  
21 Thereafter, the Parties worked closely with the Settlement Administrator to  
22 supervise dissemination of notice. (Aashish Desai Declaration ISO Motion for Final  
23 Approval, ¶ 9.) These efforts included reviewing and finalizing the Settlement  
24 Website, the Settlement Class Notice forms, monitoring exclusion requests and  
25 objections, and promptly responding to all Class Member inquiries by phone or  
26 email. (Desai Decl. ISO Motion for Final Approval, ¶9.) Notice was successfully  
27 disseminated pursuant to the Court-approved plan.  
28

1 As of April 7, a Notice was delivered to 759 Class Members. (Castro Decl.,  
2 ¶¶ 3-4 on Implementation and Adequacy of Settlement Notice Plan.) ILYM, Inc.  
3 also established a Settlement Website, toll-free telephone line, and handled postal  
4 mailings. (*Id.*) These efforts achieved a notice reach of approximately 99.74% of  
5 the identified Class Members. (*Id.* ¶ 14.)

### 6 **III. THE SETTLEMENT**

7 The Settlement provides substantial benefits to Class Members in exchange  
8 for a limited release and is summarized below. (Settlement Agreement (“SA”) ECF  
9 64-2, ¶ 66.)

#### 10 **A. The Settlement Class**

11 The Settlement defines five groups of current and former California non-  
12 exempt employees of Domino’s entitled to distributions:

13 (1) “Class A Driver Reimbursement Class”—drivers who performed work  
14 for Domino’s under its reimbursement policies from July 26, 2016 to December 22,  
15 2025 (SA, ¶ 6);

16 (2) “Class A Driver Piece-Rate Class”—drivers who performed work for  
17 Domino’s under its piece-rate compensation plan from July 18, 2019 to December  
18 22, 2025 (*Id.* ¶ 5);

19 (3) “Non-Driver Class”—hourly-paid, non-exempt employees who  
20 performed work for Domino’s from August 27, 2020 to December 22, 2025 (*Id.* ¶  
21 19);

22 (4) “Class A Driver PAGA Members”— drivers who performed work for  
23 Domino’s under its piece-rate compensation plan from July 14, 2022 through  
24 December 22, 2025 (*Id.* ¶ 3); and

25 (5) “Non-Driver PAGA Members”— hourly-paid, non-exempt employees  
26 who performed work for Domino’s from November 8, 2023 to December 22, 2025  
27 (*Id.* ¶ 21).  
28

1 (Prelim. App. Order, ECF 75 at p. 2; SA ¶ 33.) The Settlement Classes  
2 collectively comprise hundreds of individuals.

3 Participating members of the *Class A Driver Reimbursement Class* are  
4 expected to receive an average gross payment of \$297.62. Participating Members of  
5 the *Class A Driver's Piece Rate Class* will receive an estimated average gross  
6 payment of \$3,339.55. Participating members of the *Non-Driver Class* will receive  
7 an estimated average gross payment of \$1,282.95. Finally, the PAGA Aggrieved  
8 Employees will receive an estimated average payment of \$12.50. (Castro Decl., ¶¶  
9 15-16.)

#### 10 **B. The Settlement Confers Substantial Benefits to Class Members**

11 The proposed Settlement creates a common fund of \$2.3 million, which  
12 includes payments to the Settlement groups, attorneys' fees and costs, service  
13 awards for Named Plaintiffs, administration costs, and employer payroll taxes.  
14 After deducting approved fees, costs, service awards (as revised below), and taxes,  
15 the net settlement proceeds (approximately \$1,404,141) will be distributed as  
16 follows:

17 • \$20,000 PAGA payment, with 75% (\$15,000) allocated to the California  
18 Labor and Workforce Development Agency ("LWDA") and 25% (\$5,000) to  
19 PAGA members (*Id.* ¶ 49);

20 • \$75,000 allocated to the Class A Driver Reimbursement Class (*Id.* ¶ 51);

21 • Remaining net settlement proceeds split equally (50%/50%) between the  
22 Class A Driver Piece-Rate Class and the Non-Driver Class (*Id.* ¶¶ 52–53).

23 The fund is non-reversionary; none of the net settlement proceeds will revert  
24 to Domino's. (*Id.* ¶ 45.)

#### 25 **C. Opt-Outs & Objections**

26 Class Members were given the opportunity to opt out of or object to the  
27 Settlement by April 3, 2026. (Prelim. App. Order, ECF 67 at 23.) Valid requests  
28

1 required the information specified in the Notice. (Castro Decl., ¶ 4) Class Members  
2 were also informed of their right to object to the Settlement, Class Counsel’s fee  
3 application, and the requests for Service Payments. (*Id.*) Written, personally signed  
4 objections had to be mailed to the Settlement Administrator or Class Counsel and  
5 include the information required by the Notice. (SA ¶ 60, 63-64) ILYM, Inc. reports  
6 that, as of April 7, two Class Members submitted valid requests for exclusion and  
7 no objections. (Castro Decl., ¶¶ 11-12.)

8 **D. Payment of Settlement Administration Expenses, Service**  
9 **Payments, and Attorneys’ Fees and Expenses**

10 Class Counsel filed their application for attorneys’ fees and costs on November  
11 24, 2026. (Plaintiffs’ Motion for Attorneys’ Fees and Expenses and for Service  
12 Payments (“Fee & Service Payment Motion”), ECF 83.) Class Counsel requested  
13 \$766,666 in attorneys’ fees and reimbursement of \$23,192 in litigation expenses. The  
14 motion also requested Service Payments of \$15,000 for each of the 15 Named  
15 Plaintiffs (totaling \$225,000). (*Id.*) The Court approved the requested \$23,192 in  
16 costs but requested additional support for the proposed hourly rates. Class Counsel  
17 provides that support in Section IX.A below. The Court also denied the originally  
18 requested Named Plaintiff Service Payments. Accordingly, Class Counsel now  
19 respectfully submits a revised request in Section IX.B below.

20 **E. Release**

21 If approved, the Settlement releases participating Class Members and all  
22 PAGA members (regardless of whether they opt out of the class claims) from any  
23 and all wage and hour claims, rights, demands, liabilities and causes of action of  
24 every nature and description, whether known or unknown, that arise out of the  
25 allegations in the SACC. (SA, ¶¶ 33–34, 66–68.) The release is limited to claims  
26 arising during the relevant claim periods. (*Id.* ¶¶ 33–34.) Thus, the release is  
27 narrowly tailored to the allegations in these actions.  
28

1 **IV. NOTICE WAS SUCCESSFULLY DISSEMINATED PURSUANT TO**  
2 **THE COURT-APPROVED NOTICE PLAN**

3 Federal Rule of Civil Procedure 23 requires “the best notice practicable  
4 under the circumstances” and “individual notice to all members who can be  
5 identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). The Court-  
6 approved Notice Plan satisfied this standard.

7 Class Members reasonably identifiable from Defendant’s records received  
8 individual Notice via first-class U.S. Mail. (Castro Decl. ¶ 7.) Overall, individual  
9 notice reached approximately 99.75% of the Settlement Class. (*Id.* ¶¶ 7–8.) The  
10 mailed notices directed Class Members to the Settlement Website at  
11 <http://ilymgroup.com/dominos>, where they could review the Long Form Notice, the  
12 Settlement Agreement, key docket filings (including all briefing on settlement  
13 approval, attorneys’ fees, and Court orders), and Frequently Asked Questions. (*Id.* ¶  
14 3.) A toll-free number also provided settlement information. (*Id.*) The Notice Plan  
15 reached approximately 99.75% of potential Class Members. (*Id.* ¶ 14.) Finally, the  
16 requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, (“CAFA”) were  
17 satisfied. (Desai Decl. ¶ 9 & Ex. A.) CAFA Notices were distributed on March 2,  
18 2026. Therefore, Plaintiffs respectfully request that, should the Court grant  
19 Plaintiffs’ final approval of the settlement, the Court not issue such order until on or  
20 after Monday, June 1, 2026 to fulfill CAFA’s 90-day requirement.

21 **V. THE RESPONSE FROM THE CLASS IS OVERWHELMINGLY**  
22 **POSITIVE**

23 The deadline for Class Members to opt out or object was April 3, 2026. As of  
24 April 7, 2026, only two people submitted valid opt-out requests and a total of zero  
25 (0) objections were received. Together, these represent a minuscule percentage (far  
26 less than 1%) of the Class. Moreover, Class Counsel communicated with Class  
27 Members who contacted them with questions. (Desai Decl. ¶ 11.)

28 //

1 **VI. THE COURT SHOULD GRANT FINAL APPROVAL OF THE**  
2 **SETTLEMENT**

3 **A. The Class Action Settlement Approval Process**

4 Federal Rule of Civil Procedure 23 establishes a three-step procedure for  
5 approving class action settlements: (1) preliminary approval and certification of a  
6 settlement class; (2) dissemination of notice to class members; and (3) a final  
7 fairness hearing at which the Court determines whether the settlement is fair,  
8 reasonable, and adequate. *See* Manual for Complex Litigation (Fourth) §§ 21.63 *et*  
9 *seq.* (Fed. Jud. Center 2004); 4 Newberg on Class Actions § 11:22 *et seq.* (4th ed.  
10 2002). This process protects Class Members' due process rights and allows the  
11 Court to fulfill its fiduciary role.

12 The Court completed the first two steps when it granted preliminary approval  
13 on December 22, 2025, and the Settlement Administrator disseminated notice.  
14 (Castro Decl. ¶¶ 6-10.) Plaintiffs now respectfully request that the Court take the  
15 third and final step and grant final approval.

16 **B. Final Approval of the Settlement is Appropriate**

17 Public policy strongly favors settlement of complex class actions. *In re*  
18 *Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). In evaluating a proposed  
19 settlement, the Court determines whether it is fair, reasonable, and adequate when  
20 considered as a whole. *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003). The  
21 Ninth Circuit has identified eight factors to guide this analysis: (1) the strength of  
22 the plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further  
23 litigation; (3) the risk of maintaining class action status through trial; (4) the  
24 amount of the settlement offer; (5) the extent of discovery completed and the stage  
25 of the proceedings; (6) the experience and views of counsel; (7) the presence of a  
26 governmental participant; and (8) the reaction of the class members to the proposed  
27 settlement. *Churchill Village, L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir.  
28

2004); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Each factor supports final approval here.

***1. The Strength of Plaintiffs’ Case and the Risk, Expense, Complexity, and Likely Duration of Further Litigation Weigh in Favor of Settlement***

Courts assess the plaintiffs’ likelihood of success on the merits and the range of possible recovery without reaching ultimate conclusions on contested issues. *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 964-65 (9th Cir. 2009); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982). The Settlement appropriately balances the substantial costs, risks, and delays of continued litigation against the certain and immediate benefits provided to the Class.

Plaintiffs would still need to obtain class certification under Rule 23 despite Domino’s arguments that individual issues predominate (e.g., the amount of off-the-clock work). *See Bowerman v. Field Asset Servs.*, 60 F.4th 459 (9th Cir. 2023). Many warehouse workers are subject to arbitration agreements that could bar class treatment. *See Arredondo v. Southwestern & Pac. Specialty Fin., Inc.*, No. 18-cv-1737, 2022 U.S. Dist. LEXIS 23758, at \*31 (E.D. Cal. Feb. 9, 2022). Plaintiffs also faced adverse precedent from a related case, *Silva v. Domino’s Pizza, LLC*, No. SACV 18-2145 JVS (JDEx) (C.D. Cal. 2019), in which the Court granted summary judgment to Domino’s on a similar unpaid-wage claim. Given these obstacles, the immediate and substantial benefits of the Settlement strongly favor approval.

***2. The Benefits Conferred by the Settlement Are Substantial***

Class and PAGA Members will receive certain recovery from the \$2.3 million Settlement Amount. The \$2.3 million represents approximately 8.6% of the total potential damages and penalties—a strong recovery in light of the risks identified above. This factor weighs heavily in favor of final approval.

//

1                                   **3. Class Counsel Performed Sufficient Discovery, Research, and**  
2                                   **Analysis to Adequately Assess the Settlement**

3           The parties had ample information to evaluate the strengths and weaknesses  
4 of the claims. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000);  
5 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 257 (N.D. Cal. 2015). Class  
6 Counsel reviewed 15,488 pages of Domino’s documents, Plaintiffs’ own records,  
7 cell-phone bills, emails, text messages, and other materials, and conducted further  
8 investigation in advance of and during mediation. (Desai Declaration ISO  
9 Preliminary Approval “Desai Preliminary Approval Decl.”) ECF 64-1, ¶¶ 8, 27-33,  
10 57-59.) This comprehensive discovery enabled an informed decision that the  
11 Settlement is fair and favorable to the Class.

12                                   **4. The Recommendations of Experienced Class Counsel Favor**  
13                                   **Final Approval**

14           “Great weight is accorded to the recommendation of counsel, who are most  
15 closely acquainted with the facts of the underlying litigation.” *Nat’l Rural*  
16 *Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004).  
17 Plaintiffs are represented by attorneys with extensive experience in wage-and-hour  
18 and consumer class actions. (Desai Preliminary Approval Decl. ¶¶ 13-16; (“De  
19 Castro Fee Decl.”) ECF 65-1, ¶¶ 3-6.) Class Counsel fully endorse the Settlement  
20 as fair, reasonable, and adequate and in the best interests of the Class.

21                                   **5. No Presence of a Government Participant**

22           Notice was provided to the LWDA, and pursuant to the Class Action  
23 Fairness Act, 28 U.S.C. § 1715. (Desai Decl., ¶ 8 & Ex. A.) No governmental entity  
24 has intervened.

25                                   **6. The Class Response Favors Final Approval**

26           Notice reached approximately 99.74% of the identified Class Members, yet  
27 only two people opted out and zero objections were filed. (Castro Decl. ¶¶ 11-12.)  
28

1 This extremely low opt-out and objection rate reflects the overwhelmingly positive  
2 reaction of the Class.

### 3 ***7. Lack of Collusion Between the Parties***

4 The Settlement is the product of arms-length negotiations between  
5 experienced counsel, assisted by a neutral mediator. *In re Bluetooth Headset Prods.*  
6 *Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011); *Garner v. State Farm Mut. Auto.*  
7 *Ins. Co.*, No. 08-cv-1365-CW, 2010 WL 1687832, at \*13 (N.D. Cal. Apr. 22,  
8 2010). There are no indicia of collusion. The Settlement is therefore presumptively  
9 fair and reasonable.

## 10 **VII. CLASS ACTION TREATMENT IS APPROPRIATE FOR THIS** 11 **SETTLEMENT**

12 In its Preliminary Approval Order, the Court found that the proposed  
13 Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a)  
14 and (b)(3) and that the Settlement Class Representatives and Class Counsel are  
15 adequate. (ECF 75, pp. 12-17.) Nothing in the record warrants departure from that  
16 conclusion.

### 17 **A. This Action Satisfies the Requirements of Rule 23(a)**

18       ▷ **The Class Is Sufficiently Numerous:** Rule 23(a)(1) is satisfied when  
19 “the class is so numerous that joinder of all class members is impracticable.” Fed.  
20 R. Civ. P. 23(a)(1). Numerosity is presumed when the class exceeds forty members.  
21 *Slaven v. BP Am., Inc.*, 190 F.R.D. 649, 654 (C.D. Cal. 2000). Here, the Class  
22 includes 706 driver and non-driver members. The size and geographic dispersion of  
23 the Class render joinder impracticable. *Palmer v. Stassinis*, 233 F.R.D. 546, 549  
24 (N.D. Cal. 2006).

25       ▷ **There Are Common Questions of Law and Fact:** Rule 23(a)(2)  
26 requires that class members share common questions of law or fact. *Stockwell v.*  
27 *City & County of San Francisco*, 749 F.3d 1107, 1111 (9th Cir. 2014). Domino’s  
28 uniform policies regarding piece-rate compensation, sleeper-berth time, cell-phone

1 reimbursements, alternative workweek schedules, overtime, and meal and rest  
2 breaks give rise to numerous common issues whose resolution will drive liability  
3 for the entire Class. Commonality is therefore satisfied.

4       ▷ **The Class Representatives' Claims Are Typical of the Class:** Rule  
5 23(a)(3) is satisfied when the representatives' claims are "reasonably co-extensive"  
6 with those of absent class members. *Parsons v. Ryan*, 754 F.3d 657, 685 (9th Cir.  
7 2014). All claims arise from the same nucleus of operative facts—Domino's  
8 allegedly unlawful wage-and-hour policies—and are based on the same legal  
9 theories. Typicality is satisfied.

10       ▷ **Class Representatives and Class Counsel Fairly and Adequately**  
11 **Protect the Interests of the Class:** Rule 23(a)(4) requires that the representatives  
12 and counsel have no conflicts and will prosecute the action vigorously. *Hanlon*, 150  
13 F.3d at 1020. The Named Plaintiffs are similarly situated to other Class Members  
14 and share the same interest in recovering unpaid wages. Class Counsel have  
15 extensive experience in wage-and-hour class actions and have vigorously  
16 prosecuted this case. (ECF 67 at p. 11; Desai Decl., 64-1, ¶ 7-14.)

17       **B. The Predominance and Superiority Requirements of Rule**  
18       **23(b)(3) Are Satisfied**

19       ○ **Common Issues of Law and Fact Predominate:** Common questions  
20 about Domino's uniform policies predominate over any individualized issues.  
21 *Amgen Inc. v. Conn. Ret. Plans & Trust Funds*, 568 U.S. 455, 466 (2013). Class-  
22 wide resolution of liability is therefore appropriate.

23       ○ **Class Treatment Is Superior:** A class action is superior because  
24 individual lawsuits would be cost-prohibitive given the modest damages at issue,  
25 and a single proceeding promotes efficiency and avoids inconsistent outcomes. *See*  
26 *Cawthorne v. Rush Truck Ctrs. of Cal., Inc.*, No. 17-cv-1541, 2019 U.S. Dist.  
27 LEXIS 248125, at \*10 (C.D. Cal. Mar. 18, 2019); *Negrete v. Allianz Life Ins. Co. of*  
28

1 *N. Am.*, 238 F.R.D. 482, 493 (C.D. Cal. 2006). The Court previously reached the  
2 same conclusion. (ECF 67.)

3 **IX. ATTORNEYS' FEES AND SERVICE AWARDS**

4 **A. Plaintiffs Respectfully Request the Court Grant Their Revised**  
5 **Request for Attorneys' Fees**

6 The Court's preliminary approval order recognized the risk, complexity, and  
7 contingent nature of the litigation and the skill of Class Counsel. (ECF 67 at 26-29.)  
8 The Court requested additional support for the proposed hourly rates of \$1,250 for  
9 Mr. Desai, \$950 for Ms. De Castro, and \$290 for Sonia Nava. Class Counsel now  
10 provide that support.

11 The relevant market is the Central District of California (Los Angeles area).  
12 *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008). Declarations  
13 from knowledgeable counsel in the relevant market confirm that the requested rates  
14 are within prevailing market rates for attorneys of comparable skill and experience.  
15 *See* Declaration of Craig J. Ackermann ¶¶ 9-11 (partner with 27 years' experience  
16 billing at \$1,142/hour, below market rates per the Laffey Matrix); *See* Declaration  
17 of Glenn A. Danas ¶¶ 6-7 (partner with 25 years of experience billing at \$1,385 per  
18 hour); *See* Declaration of Cornelia Dai ¶¶ 11, 18, (partner with 27 years of  
19 experience billing at \$1100 per hour).

20 Courts in this District routinely approve hourly rates of \$1,000 and higher for  
21 experienced counsel. *See Valenzuela v. City of Anaheim*, No. SACV 17-278-CJC-  
22 DFMx, 2023 WL 2249178, at \*3 (C.D. Cal. Feb. 23, 2023) (\$1,075/hour); *Craig et*  
23 *al. v. Cnty. of Orange*, No. 8:17-cv-00491-CJC-KES (C.D. Cal. Feb. 21, 2023)  
24 (\$1,200/hour); *Pineda v. City of Los Angeles*, No. 2:21-cv-06470-CBM-ASx (C.D.  
25 Cal. Apr. 19, 2024) (\$1,400/hour); *Martinez v. NuVision Credit Union*, 2025 U.S.  
26 Dist. LEXIS 258733 (\$1,000/hour for 35-year attorney). *See also* Danas Decl. ¶ 9,  
27 listing 2024-2025 cases in the Central District approving hourly billing rates \$1,095  
28 per hour, \$1,450 per hour, and \$1,270 per hour for partners).

1 The 2024 Real Rate Report (attached as Ex. B to the Desai Decl.) is a  
2 reliable, empirical benchmark widely accepted in this District. *See United States v.*  
3 *J-M Mfg. Co., Inc.*, No. EDCV 06-55-GW-PJWX, 2025 WL 1148344, at \*9 (C.D.  
4 Cal. Mar. 13, 2025); *Hubert v. Equinox Holdings, Inc.*, No. CV 21-00086 PSG  
5 (JEMX), 2024 WL 4327402 (C.D. Cal. July 22, 2024). The median rate for  
6 litigation partners in Los Angeles County is \$895/hour, with the third quartile at  
7 \$1,268/hour. For employment litigation partners, the median is \$695/hour and the  
8 third quartile is \$1,020/hour. The median rate for associate litigators is \$713/hour,  
9 with the third quartile at \$946/hour. Class Counsel's rates fall comfortably within  
10 these ranges given their decades of specialized experience.

11 The Updated Laffey Matrix (attached as Ex. C to the Desai Decl.) further  
12 supports the rates. Attorneys with more than twenty years' experience in a top  
13 market command approximately \$1,227/hour for 2025-2026. Mr. Desai's and Ms.  
14 De Castro's rates are below that benchmark. *See also* Danas Decl. ¶ 10 (referencing  
15 2022 Bloomberg Law article noting several top law firms are currently billing at  
16 hourly rates over \$2,000 per hour).

17 Finally, Class counsel's lodestar (over 1,058 hours) through the date of the  
18 settlement (September 25, 2025) exceeds \$1,121,833 million (based on documented  
19 hours), yielding a *negative multiplier* of approximately 0.46 even before additional  
20 post-preliminary work. This is well below the 1.0–4.0 multipliers routinely  
21 approved in this Circuit. *See Bluetooth*, 654 F.3d at 942–43; *Staton v. Boeing Co.*,  
22 327 F.3d 938, 968 (9th Cir. 2003) (approving multiplier of 3.0+). The requested fee  
23 is therefore conservative relative to the actual work performed. The case's  
24 procedural history further justifies the percentage: two Ninth Circuit appeals  
25 (including *Carmona v. Domino's Pizza, LLC*, 21 F.4th 627 (9th Cir. 2021), and 73  
26 F.4th 1135 (9th Cir. 2023)), a Supreme Court remand and certiorari denial,  
27 consolidated actions, and extensive discovery in preparation for class certification.  
28

1 See Danas Decl., ¶ 13; Ackermann Decl., ¶ 21. These efforts created substantial risk  
2 and value for the class.

3 **B. Plaintiffs Respectfully Request the Court Grant Their Revised**  
4 **Request for Service Awards to the Named Plaintiffs**

5 Plaintiffs request that the 15 Named Plaintiffs each receive \$7,500, for a total  
6 of \$112,500 (approximately 4.8% of the total Settlement Amount). Courts consider  
7 the percentage of the total settlement and the ratio to the average class-member  
8 recovery. *Uschold v. NSMG Shared Servs., LLC*, 333 F.R.D. 157, 171 (N.D. Cal.  
9 2019); *Aguilar v. Wawona Frozen Foods*, No. 1:15-cv-00093-DAD-EPG, 2017 WL  
10 2214936, at \*8 (E.D. Cal. May 19, 2017). The revised request is modest and well  
11 within approved ranges. Service awards of \$7,500 have been routinely approved in  
12 this District for employment class actions. *See Hang v. Old Dominion Freight Line,*  
13 *Inc.*, No. 5:21-cv-00287 JWH (DTBx) (C.D. Cal. May 14, 2024); *Salas v. Toyota*  
14 *Motor Sales, U.S.A., Inc.*, No. 2:15-cv-08629 HDV (E) (C.D. Cal. 2024).

15 **X. CONCLUSION**

16 For the foregoing reasons, Plaintiffs respectfully request that the Court grant  
17 final approval of the Settlement, approve the revised requests for attorneys' fees  
18 and service awards, and enter the proposed Final Approval Order and Judgment. As  
19 stated above, CAFA Notices were distributed on March 2, 2026. Therefore,  
20 Plaintiffs respectfully request that, should the Court grant Plaintiffs' final approval  
21 of the settlement, that the Court not issue its final order until on or after Monday,  
22 June 1, 2026 to fulfill CAFA's 90-day requirement.

23 Respectfully submitted,

24 Dated: April 9, 2026

DESAI LAW FIRM, P.C.

25 By: /s/ Aashish Y. Desai

26 Aashish Y. Desai  
27 Adrienne DeCastro  
28 Attorneys for Plaintiffs

**CERTIFICATION**

The undersigned, counsel of record for Plaintiffs, hereby certifies that this brief contains 4,539 words, which complies with the word limit of L.R. 11-6.1.

/s/ Aashish Y. Desai

Aashish Y. Desai