HAIG B. KAZANDJIAN LAWYERS, APC
Haig B. Kazandjian, Bar No. 278622
haig@hbklawyers.com
Cathy Gonzalez, Bar No. 310625
cathy@hbklawyers.com
Melissa Robinson, Bar No. 336951
melissa@hbklawyers.com
801 North Brand Boulevard, Suite 1015
Glendale, California 991203
Phone: (818) 696-2306; Fax: (818) 696-2307

D.LAW
David Yeremian, Bar No. 226337
d.yeremian@d.law
David Keledjian, Bar No. 309135
d.keledjian@d.law
David Arakelyan, Bar No. 337076
d.arakelyan@d.law
250 N. Madison Ave. 2nd Floor
Pasadena, California 91101
Phone: (818) 962-6465; Fax: (818) 962-6469

Attorneys for Plaintiffs Wallace Carter, Shaddi Macharia, and Alfredo Castaneda

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

WALLACE CARTER; SHADDI MACHARIA; and ALFREDO CASTANEDA, individually and on behalf of all other others similarly situated, Plaintiffs, vs. READY PAC FOODS INCORPORATED; BONDUELLE INCORPORATED; BONDUELLE USA INC; BONDUELLE US HOLDING INC.; BONDUELLE FRESH AMERICAS; OTS SOLUTIONS, LLC; SALAD TIME, LLC; MISSA BAY, LLC; READY PAC FLORENCE PARTNERSHIP; and DOES 2 through 50, inclusive, Defendants.	Case No.: 24PSCV00259 <u>CLASS ACTION</u> <u>Assigned for All Purposes To:</u> Hon. Carolyn B. Kuhl Dept. 12 **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, ATTORNEYS' FEES AND EXPENSES, AND ENHANCEMENT AWARDS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT MOTION FOR FINAL APPROVAL** Date: July 17, 2026 Time: 11:00am Dept.: 7

PLEASE TAKE NOTICE that on July 17, 2026 at 11:00 a.m. in Department 12 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiffs WALLACE CARTER, SHADDI MACHARIA, and ALFREDO CASTANEDA ("Plaintiffs"), on behalf of themselves and all persons similarly situated will and hereby do move this Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court, Rule 3.769 for an order of final approval of the class action settlement, which will accomplish the following: certify the class for settlement purposes only; approve the class action settlement embodied in the Parties' Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement"); confirm Plaintiff as the Class Representative; confirm the appointment of Class Counsel; approve the enhancement awards to the Class Representative; and approve Class Counsel's application for attorney's fees and litigation costs; and enter judgment approving the class action settlement.

The grounds for this Motion, as set forth in the attached memorandum of points and authorities and supporting declarations, are that this is a fair and reasonable settlement that benefits the class and was the product of informed, non-collusive negotiations by parties who were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); Manual for Complex Litigation, (Second), § 30.44 (1985).

Plaintiffs base this Motion on this Notice and the accompanying Memorandum of Points and Authorities, the Declarations of David Arakelyan, Haig B. Kazandjian, Bach-Viet Nguyen, and all three Plaintiffs, the complete pleadings, records and files in the case, and such other further oral and documentary evidence which may be submitted at or before the hearing on this Motion.

DATED: June 24, 2026 D.LAW, INC.

By:______________________________
David Arakelyan
Attorneys for Plaintiffs, on behalf of themselves and others similarly situated

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Other Authorities

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On January 15, 2026, this Court entered an order preliminarily approving a class and PAGA action settlement entered into on behalf of all persons employed in California by Defendants Ready Pac Foods, Inc., Ready Pac Produce, Inc., or OTS Solutions, LLC or Eclipse Advantage LLC (and assigned to a Ready Pac location) and classified as non-exempt hourly employees ("Settlement Class Members") during the period from September 8, 2022, through May 11, 2025 ("Class Period"). Under the settlement, the wage and hour claims of 3,898 Class Members who did not opt out will be resolved for $715,000.00. The settlement is fair, reasonable, and the product of serious, non-collusive negotiations.

Notice of the settlement was distributed in accordance with the Court's preliminary approval order, and the response was excellent. In response to the mailing, **zero class members objected** to the settlement, **zero disputed** the number of workweeks, and only **one class member opted out**. (Declaration of David Arakelyan ("Arakelyan FA Decl."), ¶ 15; Declaration of Bach-Viet Nguyen ("Nguyen Decl."), ¶¶ 12 – 14. The fact that there was nearly 100% participation indicates that the persons most affected by Defendant' alleged practices and who stand to benefit most from the settlement agree that this is an outstanding result and a strong indication that the settlement is fair and adequate, and that Class Members found it to be so. (*Id.,* at ¶ 16.) This is a "checks mailed" settlement—in other words, anyone who has not opted out will receive a settlement payment. These payments will average **$76.77 per Class Member,** and the highest settlement payment is **$267.53**. (Arakelyan FA Decl., ¶ 14; Nguyen Decl., ¶ 18.) Similarly, each individual PAGA payment is $4.59, with the highest amount estimated to be $28.67. (Arakelyan FA Decl.., ¶ 14; Nguyen Decl., ¶ 20.) In the opinion and experience of Class Counsel the settlement is fair, adequate and reasonable and will convey a substantial benefit to all Class Members.

Consequently, Plaintiffs Wallace Carter ("Carter"), Shaddi Macharia ("Macharia"), and Alfredo Castaneda ("Castaneda") (collectively, "Plaintiffs" or "Class Representatives"), on behalf of Class Members, move this Court for an order: (1) certifying this lawsuit as a class action for settlement purposes only; (2) approving the class action settlement embodied in the Class Action and PAGA

Settlement Agreement ("Settlement Agreement" or "Settlement"), previously filed with Plaintiffs' preliminary approval papers; (3) confirming Plaintiffs as Class Representatives; (4) confirming the appointment of David Yeremian, David Keledjian, David Arakelyan of D.Law, Inc. and Haig B. Kazandjian, Cathy Gonzalez, and Melissa Robinson of Haig B. Kazandjian Lawyers, APC as Class Counsel; (5) approving the enhancement awards to Plaintiffs; (6) approving Class Counsel's application for attorneys' fees and litigation costs; and (7) approving the payment of the Settlement Administrator's invoice for costs of administration in the amount of $25,842.93. The proposed Settlement satisfies the criteria for final settlement approval under California law. All factors to be considered by the Court, including the strength of Plaintiff's claims, the risk, expense, complexity and likely duration of further litigation, the risk of obtaining and maintaining class action status through trial, the settlement benefits, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the positive response by the Class Members to the Settlement (*e.g.* the participating Class Members represented 100% of the class) weigh in favor of final approval.

II. <u>FACTS AND PROCEDURAL HISTORY</u>

A. PROCEDURAL HISTORY

1. <u>Plaintiff Castaneda' Claims</u>

On September 6, 2023, Plaintiff CASTANEDA filed a class action in Monterey County Superior Court complaint against Defendants READY PAC FOODS, INC., READY PAC PRODUCE, INC., SALAD TIME, LLC, MISSA BAY, LLC, BONDUELLE FRESH AMERICAS, and READY PAC FLORENCE PARTNERSHIP, alleging several causes of action and assigned Case No. 23CV002901. (Arakelyan FA Decl., ¶ 5.) Plaintiff submitted a PAGA Notice to the Labor and Workforce Development Agency ("LWDA") on the same day. (*Id.*)

Subsequently, on December 7, 2023, Plaintiff CASTANEDA filed his First Amended Complaint, adding a single cause of action under the Private Attorneys General Act ("PAGA"). Pursuant to a joint stipulation of the Parties, Plaintiff Castaneda filed his Second Amended Complaint in Monterey County to add additional Defendant, OTS SOLUTIONS, LLC, on July 10, 2024. (*Id.*)

///

///

2. Plaintiffs Carter and Macharia's Claims

On October 23, 2023, Plaintiff CARTER submitted a PAGA Notice pursuant to the Private Attorneys General Act ("PAGA") to the California Labor and Workforce Development Agency ("LWDA") and Defendants On Time Management & Staffing, Ready Pac Foods Incorporated, Bonduelle Incorporated, Bonduelle USA Inc., and Bonduelle US Holdings Inc. (Declaration of Haig B. Kazandjian, "Kazandjian FA Decl.," ¶ 5.)

On January 25, 2024, Plaintiff CARTER filed a PAGA lawsuit in the Los Angeles County Superior Court against Defendants, Case No. 24PSCV00259. (*Id*., also Arakelyan FA Decl., ¶ 6.)

On June 21, 2024, Plaintiff MACHARIA submitted a PAGA notice to the LWDA and Defendants Ready Pac Produce, Inc., Ready Pac Foods, Inc., Bonduelle Incorporated, Bonduelle USA, Inc., and Bonduelle US Holding Inc. (Kazandjian FA Decl., ¶ 6.)

On June 23, 2025, Plaintiff CARTER filed a First Amended Complaint ("FAC") in Case No. 24PSCV00259, adding an additional named Plaintiff, SHADDI MACHARIA, as a named Plaintiff to the Carter Complaint. (*Id*.)

3. Consolidated Complaint by Plaintiffs

As part of the settlement, Plaintiff CARTER agreed to amend his Complaint to add Plaintiffs MACHARIA and CASTANEDA as plaintiffs to his lawsuit. (Arakelyan FA Decl., ¶ 7.)

In amending the Complaint, Plaintiff CARTER added the claims and theories encompassed by the settlement, including class action claims, which were not pled in the original Carter complaint. (*Id*.) Plaintiff CARTER's First Amended Complaint filed on June 23, 2025, for purposes of this settlement is the Operative Complaint. (*Id*.) The First Amended class and representative action Complaint filed in this matter alleges that Defendants have failed to (1) provide meal periods; (2) provide rest periods; (3) pay hourly wages and overtime; (4) provide accurate written wage statements; (5) timely pay all final wages; (6) pay wages due, negotiable, and payable in cash on demand; (7) indemnify; (8) engaged in unfair competition and are liable for (9) civil penalties.

4. Plaintiffs' Investigation

Class Counsel have engaged in substantial factual and legal investigation to reach this point. Before filing the lawsuit, Class Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between Class Counsel and Plaintiffs, as well as preliminary research into the various legal issues involved in the case. (Arakelyan FA Decl., ¶ 10.) After conducting their initial investigations, Class Counsel determined that Plaintiff's claims were well-suited for class and representative action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated group of employees. (*Id*.)

Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery, and meeting and conferring with defense counsel about same; (2) reviewing and analyzing timekeeping and payroll records as well as employment handbooks, Plaintiff's personnel files, relevant policies and other documentation; (3) researching the applicable law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendant at the mediation. (*Id*. at ¶ 11.)

B. SUMMARY OF LIABILITY CLAIMS[1]

1. Minimum Wages and Overtime

Plaintiff alleged that Defendant failed to pay Plaintiffs and Class Members minimum wages for all hours worked, in violation of minimum wage laws. Plaintiffs argued that because of the Defendants' overarching pressure on its employees, Defendants' Labor Coe violations accrued as Plaintiffs, putative class members, and the Aggrieved Employees were expected to be available well beyond their scheduled shifts, in one form or another. This off-the-clock work was not logged or records as time worked by the Defendants. (Kazandjian PA Decl. ¶ 28.)

Defendants argued that they had compliant timekeeping policies and procedures, and moreover, the hourly employees were on the clock for all work performed and there is no evidence that any hourly employee was required to perform work off the clock. Thus, per Defendants, at

[1] For a full discussion, *see* the Declaration of Haig B. Kazandjian in Support of Preliminary Approval of Class Action Settlement ("Kazandjian PA Decl."), previously filed herein.

minimum individualized inquiries would predominate, thereby rendering class certification impossible. (*Id.*)

Class Counsel estimated Defendant's risk-adjusted exposure on unpaid wages and off-the-clock claims, after the application of the relevant discounts, to be approximately $795,495.20. (*Id.* ¶ 26)

2. Meal Break Claims

Plaintiffs alleged that Class Members and Aggrieved Employees were not provided with compliant meal breaks and that Defendants failed to pay meal premiums for these non-compliant meal breaks, without regard to whether a meal period was actually taken, and if so, at what time and for how long. (*Id.*, ¶ 29.)

In response, Defendants argued that their break policies were fully compliant with California law, that they provided required meal periods on a compliant basis, paid premiums were warranted and thereby met their obligations under the Labor Code and wage orders. (*Id.*)

Class Counsel estimated Defendants' risk-adjusted exposure on the meal break claim at approximately $1,371,652.80. (*Id.*, ¶ 26.)

3. Rest Break Claims

Plaintiffs argued that Defendants frequently failed to provide compliant rest breaks as the class members often had to skip rest periods or received shortened rest periods due to Defendants' refusal to compensate Plaintiffs and class members for missed, short or interrupted rest breaks due to work demands. (*Id.*, ¶ 30.)

As with meal breaks, Defendants argued that their rest break policies complied with California law and authorized and permitted employees to take all required breaks. (*Id.*) Defendants further contended that, any evidence of failure to authorize rest periods and/or discouragement from taking rest periods would be purely anecdotal and individual issues would predominate on liability. (*Id.*) Plaintiffs also argued that Defendants did not reimburse employees for a variety of expenses including cell phone services, internet, travel expenses and downloads of applications for performing their duties (*Id.*). Defendants argued that there. Is no evidence that hourly employees were required to incur any reasonable or necessary business expenses for which they were not reimbursed (*Id.*)

Class Counsel estimated Defendants' risk-adjusted exposure on the rest break claim at approximately $1,388,289.20. (*Id*., ¶ 26.)

4. Derivative Claims

Based on the foregoing violations, Plaintiffs also alleged a cause of action under Labor Code section 226(a). Class Counsel's retained damages expert estimated Defendant's risk-adjusted exposure on the 226 claim at approximately $849,630.00. (Kazandjian PA Decl., ¶ 26, 31.) Additionally, Plaintiff argued that Defendant violated Labor Code section 203 for failing to pay former employees their final wages at termination. Class Counsel calculated the risk-adjusted exposure under this claim as $2,060,646.80 (Kazandjian PA Decl., ¶ 26.) Of course, this claim presents its own unique challenges such as the need for actual injury, a willful failure to pay wages and/or court discretion in the amount of penalties awarded. (*Id.*)

Moreover, the Labor Code Private Attorneys General Act, Labor Code section 2699 *et seq.*, allows Plaintiffs to obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Class Counsel's retained damages expert estimated Defendant risk-adjusted exposure on the PAGA claim at approximately $9,910,586.80 in theoretical liability, including $2,910,286.80 on the wage statement and waiting time penalty claims and the remaining $7,000,300.00 on the PAGA penalty claims. (Kazandjian PA Decl., ¶ 25.) Plaintiffs' counsel substantially discounted the value of these claims in light of the multiple and considerable risks posed by proceeding with the litigation (*Id*.)

C. MEDIATION

Class Counsel assessed liability and damages based on this information and determined that the case was appropriate for consensual resolution given the high level of risk present for both sides. (see Declaration of David Arakelyan in Support of Plaintiff's Motion for Preliminary Approval, "Arakelyan PA Decl., ¶ 11.) The Parties participated in mediation with Brandon McKelvey, an experienced mediator "in wage and hour class actions. (*Id*.) During mediation, the Parties discussed all aspects of the case, including the risks of litigation and the risks to both parties of proceeding with a motion for class certification as well as the law relating to pending claims. (Id.). The Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal bases for their claims and defenses. (*Id.*) Through this arm's length mediation process, the parties were able to reach a settlement. (*Id.*)

The Settlement is the product of extensive arm's length negotiations between the parties. (Arakelyan FA Decl. ¶ 12.) The Parties are represented by experienced class action attorneys. (*Id.*) In order to reach the Settlement, the Parties debated, discussed, and resolved many difficult legal and factual issues. (*Id.*) Moreover, during the process the Parties were required to make reasonable compromises in light of the facts, issues, and risks presented in this action. (*Id.*) Class Counsel also considered the burdens of proof necessary to establish liability against Defendant and Defendant's defenses, the length and complexity of the trial itself, and the risks of further delays and expenses arising from possible appeals. (*Id.*) Assessment of all of these factors indicated that the best interests of Class Members would be served by a settlement of this action in the manner and upon the terms set forth in the Class Action Settlement Agreement ("Settlement"). (*Id.*)

D. THE TERMS OF THE SETTLEMENT

The amount available for distribution to Class Members who do not opt out of the settlement is $299,277,000.00 after the following deductions: (1) up to $250,250.00 to Class Counsel for attorneys' fees; (2) up to $35,000.00 to Class Counsel for reimbursement of actual costs incurred; (3) up to $30,000.00 to the Class Representatives for Enhancement Awards ($10,000 each); (4) up to $28,973 for the Settlement Administration; and (5) $17,875.00 for PAGA Penalties. (Nguyen Decl. at ¶ 17.)

Pursuant to the terms of the Settlement Agreement, all settlement checks not cashed by the void date will be cancelled and the monies will be deposited with the California Controller's Unclaimed Property Fund in the name of the class member (see Kazandjian PA Decl., ¶¶ 9, 11, Exhibit 1, ¶ 4.4.3, .)

E. NOTICE TO THE CLASS MEMBERS

Following the entry of the order of preliminary approval, the Parties directed Simpluris, Inc. ("Simpluris") to send out the court-approved notice forms. (*See* Arakelyan FA Decl. ¶¶ 15 – 18; *see also* Nguyen Decl." ¶¶ 5-10.) The notice process occurred according to the Court's order granting preliminary approval of the settlement. Simpluris sent the Notice Packets to the last-known address of each Class Member. Of the 3,898 Class Members who were sent notices, 411 Notice Packets were returned to Simpluris by the Post Office and 30 Notice Packets were re-mailed and 381 remain undeliverable. (Arakelyan FA Decl., ¶ 16; Nguyen Decl. ¶¶ 7-9.) In response to the mailing and after the passing of the extended responses deadline, **zero class members objected** to the settlement, **zero disputed** the number of workweeks, and only **one opted out**. (Arakelyan FA Decl., ¶ 16; Nguyen Decl. ¶ 11-14.)

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

Plaintiff respectfully submit that the Court should grant final approval not only because the settlement is fair but also because public policy favors settlement over continued class-action litigation. *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 ("Courts have long acknowledged the importance of class actions as a means to prevent a failure of justice in our judicial system."); *State v. Levi Strauss & Co.* (1986) 41 Cal. 3d 460, 471 ("[T]he consumer class action is an essential tool for the protection of consumers against exploitative business practices."); *Class Plaintiff v. City Of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276 ("[S]trong judicial policy . . . favors settlements, particularly where complex class action litigation is concerned."); Conte & Newberg, *Newberg on Class Actions* (4th ed. 2002) § 11.41.

A. CRITERIA FOR SETTLEMENT APPROVAL

Class action settlements are subject to a two-step approval process. First, the court makes a preliminary evaluation of the fairness of the settlement based on a written motion for approval, the settlement agreement, a proposed notice to the class, a proposed order granting a settlement hearing, and an informal presentation from the settling parties. If, after a preliminary hearing, the court determines that the settlement appears to be within the "range of reasonableness," the court may initiate the second step by directing that the class be given notice of a formal settlement hearing. *See Newberg on Class Actions* at § 11.25. At the formal hearing, evidence may be presented in support of, and in opposition to, the settlement. The above procedures, commonly used by California courts and endorsed by Professor Newberg, safeguard the procedural due process rights of putative class members. *Id.* at § 11.22 et seq.

The first two stages have been completed here. Now, at the final approval stage, the decision facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App 4th 224, 235. Among the relevant considerations in reaching this final determination are (1) the strength of plaintiff's case balanced against the benefits of the settlement, and (2) the complexity, expected duration, and expense of further litigation. *Id.; see also Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

In evaluating the fairness of a settlement proposal, courts must give "proper deference to the private consensual decision of the parties," because "the Court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Hanlon v. Chrysler Inc.* (9th Cir. 1998) 150 F. 3d 1011, 1027; *Dunk*, 48 Cal.App.4th, at 1801("Due regard should be given to what is otherwise a private consensual agreement between the parties.") Accordingly, the Court should take into account the informed recommendations of counsel and the parties. *See Kirkorian v. Borelli,* (N.D. Cal.1988)695 F. Supp. 446, 451 (the recommendation of experienced counsel carries significant weight in the court's determination of the reasonableness of the settlement); *Vulcan So. of Westchester County, Inc. v. Fire Department of White Plains* (S.D.N.Y. 1981) 505 F.Supp.955, 967 (same). A presumption of fairness exists where (1) the settlement is reached through arm's-length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. *Dunk, supra,* 48 Cal.App.4th at 1794.

Applying this final-approval criterion evidences substantial grounds for granting this Motion.

B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA

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

The settlement is the result of extensive negotiations, conducted at arm's length, and informed by substantial factual and legal investigations. (Arakelyan FA Decl. ¶¶ 9 – 12.) Throughout this case, Plaintiffs and Class Members have been represented by experienced counsel. (Arakelyan FA Decl., ¶¶

39 – 49; Kazandjian FA Decl., ¶¶ 2 – 4.)

Class Counsel have devoted a substantial amount of time on this case, including but not limited to researching various legal issues prior to and after filing this action; drafting and reviewing pleadings; conducting informal discovery; meeting and conferring with defense counsel; reviewing and analyzing the documents produced by Defendant, including the timekeeping and payroll records for a sampling of Class Members, and other documentation; regularly communicating with Plaintiffs; preparing for and attending mediation; negotiating and finalizing the Settlement including several revisions thereof; drafting documents for preliminary and final approval, including documents for the administration of the settlement; briefing for the hearing on the motion for preliminary approval of the class action settlement; and coordinating and overseeing the administration of the settlement. (Arakelyan FA Decl. ¶¶ 10 – 12.)

Among those matters considered during the course of settlement negotiations were the risks, expenses, and length of further litigation, including the appeals process; the present state of the law as it applies to wage and hour class actions; the present value of a settlement versus the long wait occasioned by any potential judgment in favor of the class; and the burdens of proof necessary to establish liability against Defendant's defenses to the action. (*Id.*) These factors each indicated that the interests of Class Members are best served by a settlement of this action as set forth in the Settlement. Moreover, as experienced litigators in employment class action cases, Class Counsel believe that the Settlement is fair and reasonable and serves the best interests of the Class Members. (*Id.*)

2. <u>The Settlement is Reasonable and Therefore Falls within the Range of Approval by this Court.</u>

Significant in evaluating the foregoing $715,000.00 settlement are the risks at trial (or an appeal), as well as the costs of continuing the litigation. Defendant contends that the class would not be able to establish its entitlement to the full extent of the relief it is seeking, and promised to mount a vigorous defense. On the other hand, Plaintiffs believe that there is ample evidence to support the class allegations. Under these circumstances, and in light of the risks inherent in further litigation, it was reasonable for Plaintiff and Class Counsel to elect to settle the action. Plaintiffs appreciate that, in addition to the litigation risks of continued proceedings, the proceeding itself would be potentially complicated and expensive, and even if ultimately successful absent the settlement, Class Members might see no recovery until the lengthy appellate process is complete. In contrast, the settlement provides immediate benefits to the class.

From the evaluation of the benefits offered to the class by the Settlement, as well as the expense, delay, and risk of going forward to trial, with subsequent appellate proceedings, the settlement fairly, adequately, and reasonably achieves the goals of Plaintiff and advances the interests of the class. In short, the settlement falls within the "the range of reasonableness" necessary for final approval.

3. Class Members Received The Best Practicable Notice.

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

The Notice preliminarily approved by the Court met these requirements: it explained the nature of the litigation; the material terms of the Settlement; the amount of the Fee, Expense and Enhancement Awards sought; how a Class Member could participate in, object to, or be excluded from the Settlement; and to whom to direct inquiries.

4. Zero Class Members Have Objected to the Settlement and Only One Has Opted Out of the Settlement.

A presumption of fairness exists where the percentage of objectors and opt-outs is small.*7-*

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

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

Eleven Owners for Franchising v. Southland Corp. (2000) 85 Cal. App.4th 224, 244; *Hanlon v. Chrysler Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. As of the time of drafting, **zero Class Members objected** to the settlement, **zero disputed** the number of workweeks, and only **one opted out**. (Arakelyan FA Dec., ¶ 16.)

5. The Enhancement Awards to Plaintiffs Are Reasonable and Fair.

Class action settlements typically provide for an incentive or enhancement payment to the named plaintiff for bringing and helping to prosecute the action. Courts routinely approve these supplemental payments. *See Newberg on Class Actions* at § 12.46; *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Bogosian v. Gulf Oil Corp.* (E.D. Pa. 1985) 621 F. Supp. 27 (award of $20,000.00 each to two Class Representative in antitrust case); *Bryan v. Pittsburgh Plate Glass Co. (PPG Industries, Inc.)* (W.D. Pa. 1973) 59 F.R.D. 616, 617, *aff'd* 494 F.2d 799 (3d Cir.), *cert. denied* in *Abate v. Pittsburgh Plate Glass Co.* (1974) 419 U.S. 900.[4]As the *Staton* court noted:

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

Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (citation omitted). The retaliation issue identified in *Staton v. Boeing* extends outside the immediate workplace. It is common knowledge that the modern-day workforce is quite mobile, with employees holding several jobs in a career during their lifetime. It is also true that prospective employers in this computer age do extensive background checks to see whether applicants have ever filed a lawsuit or been sued.

///

[4] Moreover, California trial courts routinely approve enhancement payments to Class Representative in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation* (2005) San Diego Sup.Ct. Case No.GIC840981 ($35,000); *Hogue v. WH Smith of Nevada, Inc.* (2004) San Diego Sup.Ct.Case No.GIC830653 ($20,000); *Fiez v. Brown Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 ($35,000 to current employee of defendant and $20,000 to former employee); *Barry v. Cost Plus, Inc.* (2003) OCSC No. 01CC00380 ($35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003) Orange County Sup.Ct.Case No.OlCC00324 ($25,000 each for two named Plaintiff); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 ($35,000 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 ($20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No.BC 234231 ($25,000). (*See* Arakelyan FA Decl. ¶ 38.)

Here, Plaintiffs served as Class Representatives throughout this litigation. Plaintiffs are therefore entitled to the relatively modest enhancement award sought in the amount of $10,000.00 for their efforts and initiative in bringing and helping to prosecute this action. (Arakelyan FA Decl. ¶¶ 34-38;); also Declarations of Alfredo Castaneda ("Castaneda Decl.") ¶¶ 1 – 21; Shaddi Macharia ("Macharia Decl.,) ¶¶ 1 – 9; and Wallace Carter ("Carter Decl."), ¶¶ 1 – 9). Plaintiffs have spent numerous hours with Class Counsel discussing the case facts and the law and preparing for the mediation. (Arakelyan FA Decl. ¶¶ 34-38); In the end, Plaintiffs decided to vindicate not only their own rights but also those of their co-workers by filing the instant class action lawsuit.

By suing their former employer, Plaintiffs increased the risk of retaliation by prospective employers to which he may apply in the future. (*Id.*) This risk is particularly real in the information age, where employers can, more easily than ever, perform background checks of prospective employees, sometimes with the stroke of a key. (*Id.*)

But Plaintiffs did not allow their fear of the potential repercussions of being the class representative deter him from acting for the benefit of Class Members. (Arakelyan FA Decl. ¶ 36.) Quite the contrary, Plaintiffs were intimately involved from the start. (*Id.*) They have devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. (*Id.*) Plaintiffs conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendants; reviewed documents; produced documents; identified witnesses; monitored the progress of the litigation; took the time to apprise themselves of the facts, issues and law regarding the claims at issue, spent time with Class Counsel discussing the terms of the settlement and have reviewed and executed the settlement agreement. (*Id.*) In all, Plaintiffs estimate that he has devoted numerous hours in preparing the Action and seeing it through to settlement. (*Ibid.*)

Plaintiffs spent a significant amount of time with Class Counsel detailing their knowledge of Defendant's practices and assisting in the prosecution of this action. (Arakelyan FA Decl. ¶ 37.) They have diligently, adequately, and fairly represented Class Members and have not placed his interests above any member of the putative class. (*Id.*) Class Counsel believe that Plaintiffs are entitled to an enhancement award for the time and effort they have devoted to this case. Defendants have agreed not to oppose the requested awards. (*Id.*) Such payments to Class Representative are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them. (*Id.*)

Not only have Plaintiffs' efforts been instrumental in generating a substantial benefit for Class Members, but—significantly—not a single Class Member has objected to the requested enhancement awards.

6. <u>The Payment of Attorneys' Fees Is Reasonable and Therefore Falls within the Range of Approval by the Court.</u>

(i) <u>The Requested Award of Attorneys' Fees Is Justified Based on the Percentage-of-the-Benefit Method.</u>

The California Supreme Court recently held that "when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." *Laffitte v. Robert Half Intern. Inc* . (Aug. 11, 2016) 205 Cal.Rptr.3d 555, 573. Indeed, courts may use the "percentage method for its primary calculation of the fee award. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts." *Id.*

The requested fees award in this case consists of 35% of the Gross Settlement Amount. This percentage is consistent with both the Settlement and Plaintiffs' contingency-fee agreements.[5] The requested attorneys' fee award is fair and reasonable under California's fee-shifting jurisprudence.[6] And it is consistent with the percentage of the common fund awarded to counsel in cases similar in character and geographical location to this one. (*See* Arakelyan FA Decl. ¶¶ 19-32; Kazandjian FA Decl., ¶¶ 15 – 17)

///

[5] The award of attorneys' fees and costs in this case is intended to reimburse Class Counsel for all of the uncompensated work that they have already performed and for all of the work they will continue to perform in carrying out and overseeing the administration of the settlement. Plaintiff in this action signed contingency-fee agreements stating that Class Counsel could receive a fee under certain scenarios that exceeds one-third of the recovery. (Arakelyan FA Decl. ¶ 19)

[6] Moreover, the Labor Code specifically provides for an award of attorneys' fees and costs for some of employees' claims. *See, e.g.*,Lab. Code § 226. Plaintiff is also entitled to an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

An award of attorneys' fees equivalent to one-third percent of the common fund is commensurate with judicial precedent. *Laffitte v. Robert Half Intern. Inc.* (Aug. 11, 2016) 205 Cal.Rptr.3d 555 (confirming award of 1/3 the common fund as reasonable). It should also be noted that the California Supreme Court, even after observing that the Ninth Circuit had approved a federal benchmark of 25% for such percentage awards, refused to adopt it, or disturb the lower court's award of one-third of the common fund. *Id.* at 566.

Like the *Laffitte* court, several other courts in California have approved common-fund fee awards equal to or greater than the percentage requested in this case.

Various federal courts have made similar awards. *See, e.g., In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 379 (affirming an award equal to **33%** of the common fund); *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1375 (awarding Plaintiff's counsel **32.8%** of the common fund created to settle the litigation); *In re Ampicillin Antitrust Litigation*(D. D.C. 1981) 526 F.Supp. 494 (awarding **45%** of $7.3 million settlement fund); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F. Supp. 1195, *aff'd*(2d Cir. 1980) 622 F.2d 1106 (approximately **53%** of the settlement fund awarded); *Van Gemert v. Boeing Co.* (S.D. N.Y. 1981) 516 F. Supp. 412, 420 (awarding **36%** of settlement fund); *Parker v. City of Los Angeles* (1974) 44 Cal.App.3d 556, 557-568 (affirming fee award to counsel of **one-third** (1/3) of recovery achieved).

In addition to the foregoing authority, Class Counsel is aware of several other cases where California state court judges have awarded fees equal to or greater than a third of the gross settlement amount in wage-and-hour litigation. *See also Moreno, et al. v. Miller Brewing* (April 2004) Los Angeles County Sup. Ct. Case No. BC 278170 (Hon. David M. Minning) (award equal to **33-1/3%**); *Eaton, et al. v. Adolph Coors Company, et al.* (2003) Orange County Sup. Ct. Case No. 01CC00140 (Hon. Stephen J. Sundvold) (at least **same award**); and *Evans, et al. v. Coca-Cola* (2001) Los Angeles County Sup. Ct. Case No. BC 220525 (Hon. Richard C. Hubbell) (at least **same award**). *See also Daum v. Claim Jumper Restaurants* (2006) Orange County Sup.Ct. Case No.02CC10201 (Hon. Ronald L. Bauer) (final approval of **same award**); *Moore v. IKEA* (2006) Los Angeles County Sup.Ct. Case No.BC263646 (Hon. Peter Lichtman) (final approval of **same award**); *Big Lots Overtime Cases*

(Feb. 2004) San Bernardino County Sup.Ct. JCCP Proceeding No. 4283 (Hon. Walter L. Blackwell, III) (at least **same award**). (Arakelyan FA Decl. ¶¶ 29 – 30.)

In fact, fees in excess of one-third of the settlement fund are often awarded. *See Crandall v. U-Haul* (Los Angeles County Sup.Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup.Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.,* Alameda County Sup. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to Plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage. (Arakelyan FA Decl. ¶ 31.)

Moreover, Class Counsel, in prior wage-and-hour class action lawsuits that received final approval similar to this one, received awards of thirty-five percent of the settlement amount for attorneys' fees. The requested amount is also in line with the foregoing case authority as well as the practice in most wage-and-hour class actions.

The amount requested here will fairly compensate Class Counsel for their successful vindication of Class Members' rights, taking into account the quality, nature, and extent of counsel's efforts, the outstanding results achieved, the fact that no one objected to the fee amount and the fact that the amount of fees for which approval is sought is consonant with legal precedent. Class Counsel has litigated numerous class actions and submits that this settlement was possible owing to Class Counsel's experience with such cases. (Arakelyan FA Decl., ¶¶ 39 – 49; Kazandjian FA Decl., ¶¶ 15.-17) Class Counsel's diligent, efficient, and creative pursuit of this matter positioned Plaintiff to settle this action successfully, affording redress to the entire class and avoiding the inevitable expense and risk attendant to protracted litigation. (Arakelyan FA Decl. ¶ 10 – 12.) In sum, it was through the efforts of Plaintiffs and Class Counsel that the considerable benefits of the settlement were obtained.

In light of the foregoing, the fee request in an amount equal to 35% of the Gross Settlement Amount as agreed upon in the Settlement is well within the bounds that have been established by the above-cited authority. **Defendants have no objection** to an award of fees in the amount requested. Moreover, the Class Notice mailed to Class Members stated the amount of fees requested by Class Counsel; however, as of the date of this submission, **no Class Member has objected to an award of fees in the amount requested.**

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

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

Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. (Arakelyan FA Decl. ¶ 21.) The reasonableness of Class Counsel's hourly rates has been cited and approved by judges in recent actions. (*Id.*) The rates approved in these orders, while being approved for Los Angeles County, are also commensurate with the prevailing market rates in these counties. (*Id.;* Exh. B (the "Laffey Matrix"). Moreover, the Laffey Matrix rates have been held to be reasonable market rates when locally adjusted for inflation. *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691.

For this reason, the Court should approve the rates of Class Counsel as reasonable in conjunction with awarding the requested fees and any lodestar calculations it makes when evaluating the request.

Moreover, the *Serrano* factors all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. (Arakelyan FA Decl. ¶ 22.) This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through informal discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of documents. (Arakelyan FA Decl. ¶ 23.)

In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the settlement. (Arakelyan FA Decl. ¶ 24.) To this end, Class Counsel has devoted a tremendous amount of time and energy. (*Id*.) This time commitment was necessary in order to research, construct and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. (*Id*.) In particular, the time Class Counsel has devoted to this case has prevented them from taking on many other cases, including hourly work for which compensation for work done would have been more certain. (*Id*.) Class Counsel has also had to forgo a number of other potential employment matters that might have settled during the pendency of this litigation and yielded significant attorney's fees. (*Id*.) Despite these considerations, Class Counsel zealously represented Plaintiff and the class and has obtained a favorable result. (*Id*.)

Such is not always the case. Indeed, Class Counsel has invested time and money into numerous other cases, including class actions, which have fizzled out for one reason or another, leaving Class Counsel completely without any compensation for their effort. (Arakelyan FA Decl. ¶ 25.) Here, Class Counsel has achieved a beneficial settlement for the class, but this was by no means a foregone conclusion; indeed, their efforts might well have been frustrated by any number of obstacles with which they were presented along the way. (*Id.*) Nor could class certification be guaranteed. (*Id*.) In addition, Defendant could have exerted pressure on Plaintiff to dismiss his claims by offering him an individual settlement, an experience with which Class Counsel is not unfamiliar. (*Id.*) However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee basis. (*Id.*)

From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable. Class Counsel conservatively estimate that they have invested over 400 hours of attorney time in this matter. (Arakelyan FA Decl., ¶ 26; Kazandjian Decl. ¶ 19) D. Law expended a total of 160.4 hours, resulting in a lodestar of $116,702 ($73,562.50 for David Arakelyan's time, $5,225.00 for David Yeremian's time, $35,634.50 for David Keledjian's time, $1,282.50 for Kevin Burns' time; $997.50 for Norayr Zakaryan's time.). David Arakelyan's billing rate is $625.00 per hour (6 years out of law school), and I he spent 117.7 hours on this matter. See **Exhibit B** (D.Law Time Summary, **Exhibit C** attached hereto (Laffey Matrix)). Managing Attorney David Yeremian's billing rate is $1,375.00 (23 years out of law school), and he spent 3.8 hours on this matter. Senior Counsel David Keledjian's billing rate is $1,045 (10 years out of law school), and she spent 34.1 hours on this matter. Former D.Law Attorney Kevin Burns' billing rate is $475.00 per hour (3 years out of law school), and he spent 2.7 hours on this matter. Attorney Norayr Zakaryan's billing rate is $475.00 per hour (2 years out of law school), and he spent 2.1 hours on this matter. (*Id.*) Additionally, Haig B. Kazandjian APC expended a total of 248.42 hours on this matter with a blended billing rate of $825.00, resulting in lodestar of $204,947.00. (see Kazandjian Decl., ¶ 19; **Exhibit 2**.) Therefore, the combined lodestar for Plaintiff's counsel is $321,649.00.

Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn., No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); Glendora Comm. Redev. Agency v. Demeter (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12 and expressly rejecting argument that fee was either exorbitant or unconscionable). The fee request of $250,250.00 results in a multiplier of approximately 0.78 which further evidences the reasonableness of the request. (Arakelyan FA Decl. ¶ 26.)

(iii) <u>The Requested Costs Award Is Reasonable</u>

As of the date of the filing of this motion, the total cost for Plaintiffs' Counsel is $25,842.93, with $17,321.14 incurred by D.Law, Inc. and $8,511.73 incurred by HBK Lawyers (Arakelyan FA

Decl. at ¶ 33, **Exhibit A**; Kazandjian FA Decl., ¶ 19, **Exhibit 3**) The Settlement provides for reimbursement to Counsel of up to $35,000.00 and Counsel hereby requests $25,842.93, which were all reasonably incurred in the prosecution of this action. Thus, Counsel's requested costs in the amount of $25,842.93 is consistent with the terms of the agreement and leaves a balance of $9,157.07, which will be allocated to the Net Settlement Amount and will be distributed to Settlement Class Members. These costs were reasonably necessary to the conduct of the litigation and were also reasonable in amount. *See* C.C.P. § 1033.5. (*Id*.)

IV. <u>CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS APPROPRIATE</u>

The class is defined in the settlement as: all persons employed in California by Defendants Ready Pac Foods, Inc., Ready Pac Produce, Inc., or OTS Solutions, LLC or Eclipse Advantage LLC (and assigned to a Ready Pac location) and classified as non-exempt hourly employees) during the period from September 8, 2022, through May 11, 2025.

A. THE LEGAL STANDARD

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

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

429, 439-441.

B. ALL OF THE CERTIFICATION CRITERA ARE SATISFIED[7]

1. The Class Is Ascertainable.

The class is readily ascertainable because all Class Members worked for Defendant within the relevant class period and have already been identified through Defendant's employee and payroll files. *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (finding that "[c]lass members are 'ascertainable' where they may be readily identified without unreasonable expense or time by reference to official records.").

2. The Numerosity Requirement Is Satisfied.

The numerosity requirement is fulfilled simply when the individual joinder of all class members would be impracticable. A proposed class numbering "as few as 40 class members should raise a presumption that joinder is impracticable," thus satisfying the numerosity requirement. *Newberg on Class Actions* § 3.5. Here, there are 3,897 Class Members who did not opt out of the settlement (see Nguyen Decl., ¶ 16.) Therefore, joinder would be impracticable, and a class-wide proceeding is clearly preferable and appropriate.

3. Common Issues of Law and Fact Predominate over Any Individual Issues.

The court should grant class certification when questions of law and fact common to all Class Members predominate over any questions affecting only individual members. *Hicks v. Kaufman &Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 ("As a general rule, if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages. In order to determine whether common questions of fact predominate, the trial court must examine the issues framed by the pleadings and the law applicable to the causes of allegation alleged.").

The commonality and predominance requirements are "easily met," because "[when] the defendant has engaged in some course of conduct that affects a group of persons and gives rise to a cause of action, one or more of the elements of that cause of action will be common to all of the persons affected." *Gen'l Tel. Co. of Southwest v. Falcon* (1982) 457 U.S. 147, 155. Further, the fact

[7] For a full discussion, please see Plaintiffs' Motion for Preliminary Approval, on file herein.

that "calculation of individual damages may at some point be required does not foreclose the possibility of taking common evidence on [liability issues]." *Sav-on Drug Stores, Inc. v. Superior Court*(2004) 34 Cal.4th 319, 332 (holding that the legal question of whether the plaintiff-employees were nonexempt and therefore entitled to overtime was a common question that predominated over the individual questions of each employee's duties performed and hours worked); *Clothesrigger, Inc. v. GTE Corp.*(1987) 191 Cal. App.3d 605, 617 ("[T]he necessity for class members to prove their own damages does not mean individual fact questions predominate").

The scope of this case is narrowly focused on a specific class of persons employed by Defendants during a specific period of time. The common questions of law and fact in this case all stem from the claims that Class Members were not paid for all hours and did not receive meal and rest periods as a result thereof. They were subject to the same policies and practices. Plaintiffs and Class Members all sought the same remedies. These common issues predominate over individual issues because identical evidence establishes liability as to all Class Members. Under such circumstances, the commonality and predominance requirements are satisfied. *Stephens v. Montgomery Ward & Co., Inc.* (1987) 193 Cal. App. 3d 411, 421.

4. Plaintiffs' Claims Are Typical.

A class representative's claims are typical of a class when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative class members, and if their claims rest on the same legal theories. *Classen v. Weller*(1983) 145 Cal.App.3d 27, 47;*B.W.I. Custom Kitchens v. Owens-Illinois, Inc.*(1987) 191 Cal.App.3d 1341, 1347 ("[I]t has never been the law in California that the class representative must have identical interests with the class members."). Here, Plaintiffs' claims are typical of Class Members' claims because they arise from the same factual basis and are based on the same legal theories. Accordingly, the typicality requirement is satisfied.

5. Plaintiffs and Class Counsel Adequately Represent the Class.

The adequacy requirement is met by fulfilling two conditions: (1) the class representative must be represented by counsel qualified to conduct the pending litigation, and (2) the class representative's interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.

Both conditions are met here. First, Plaintiffs and the class are represented by experienced and competent counsel. Class Counsel is qualified and has served as class counsel in numerous class actions. (see Kazandjian FA Declaration, ¶¶ 2 – 4; Arakelyan FA Declaration, ¶¶ 39 – 49.) Thus, Class Counsel is "qualified, experienced, and generally able to conduct the proposed litigation." *Miller v. Woods* (1983) 148 Cal.App.3d 862, 875. Second, Plaintiffs have no conflicts with the class and their interests are aligned with those of the class. (see Declarations of Wallace Carter, Shaddi Macharia, and Alfredo Castaneda, filed concurrently with this Motion.) As a result of their effort, Class Members will benefit from financial recoveries. Accordingly, the adequacy requirement is satisfied.

6. Class Treatment Is Superior to the Alternatives

Courts have long recognized that the class-action device often provides the sole procedural mechanism by which many individuals harmed by corporate wrongdoing can band together to achieve justice. Absent class treatment similarly situated persons with relatively small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. *See Hanlon, supra,* 150 F.3d at 1023. The United States Supreme Court has stated that "the policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. The class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor." *Amchem Prods. v. Windsor* (1997) 521 U.S. 591, 617 (citation and quotation omitted).

Other relevant considerations regarding superiority include the improbability that each class member will come forward to prove his or her separate claim and whether the class approach would serve to deter or redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435. In employment cases, concerns such as fear of the employer, lack of representation, size of claim, and the employee's perception about the difficulty of litigation, increase the likelihood that an employer will not be held accountable. Acknowledging these concerns, courts have noted that "[t]he risk entailed in suing one's employer are such that the few hardy souls who come forward should be permitted to speak for others when the vocal ones are otherwise fully qualified." *St. Marie v. Eastern RR Ass'n*

(S.D.N.Y. 1976) 72 F.R.D. 443, 449 (overruled as to damages and liability but not as to class certification). Here, the class approach serves to deter and redress the alleged wrongdoing by ensuring that all claims of Class Members are addressed.

Further, where, as here, the individual claims are relatively small and the socio-economic status and sophistication of the class members contrasts with that of the Defendant, a class action is particularly appropriate because the size of the individual claims "would prove uneconomic for potential Plaintiff" to pursue individually, as "litigation costs would dwarf potential recovery." *Hanlon, supra,* 150 F. 3d at 1023. These issues from a practical standpoint generally lead to the unbalanced situation where the employer is represented by counsel, but the employee who seeks redress is not. Each of the above reasons compels the conclusion that a class action is the preferred method of resolution for this case.

C. LABOR CODE SECTION 2699(s)(2) COMPLIANCE

In compliance with Labor Code Section 2699(s)(2), Plaintiffs have attached the proof of service of the Settlement Agreement as **Exhibit D** to the Declaration of David Arakelyan.

V. CONCLUSION

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

DATED: June 24, 2026

D.LAW, INC.

By:____________________________________
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiffs and the putative class