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on behalf of herself and other similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

ORGIL KHATANBAATAR, on behalf of herself and all others similarly situated, and the general public, Plaintiff, v. INFOGAIN TECHNOLOGIES, INC., a California corporation; ADVANCED RESOURCE STAFFING, a business entity of unknown form; and DOES 1 through 50, inclusive, Defendants.	**CLASS ACTION**: Case No. 23CV424955 Assigned for all purposes to: Hon.: Theodore C. Zayner Dept.: 19 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: August 5, 2026 Time: 2:30 p.m. Dept.: 19 Original Complaint Filed: October 27, 2023 First Amended Complaint: December 21, 2023 Second Amended Complaint: May 7, 2026 Trial: None set

TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on August 5, 2026, at 2:30 p.m., or as soon thereafter as the matter may be heard, in Department 19 of the Santa Clara County Superior Court, located at 191 N First Street, San Jose, CA 95113, Plaintiff Orgil Khatanbaatar ("Plaintiff") will move for an order to:

1. Conditionally certify, for settlement purposes only, a Class consisting of "All current and former non-exempt employees of Defendant who worked in California during the Class Period."
2. Appoint David Keledjian, Esq., David Arakelyan, Esq., Enoch J. Kim, Esq., Marta Manus, Esq., of D.Law, Inc. as Class Counsel;
3. Appoint Plaintiff Orgil Khatanbaatar as the Class Representative;
4. Order preliminary approval of the proposed Class Action and PAGA Settlement Agreement ("Settlement") on a class-wide basis, direct that the Class Notice to be mailed to the Class, and set a hearing for final review of the proposed Settlement;
5. Approve Apex Class Action, LLC as the Administrator to handle the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and claims administration procedures as set forth in the Settlement; and
6. Approve the PAGA Penalties portion of the Settlement.

The Motion will be based on this Notice of Motion, the Memorandum of Points and Authorities, the Declaration of Plaintiff's Counsel and exhibits thereto, Declaration of Plaintiff and exhibit thereto, and on such oral and documentary evidence as may be presented at the hearing of the Motion.

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Dated: July 10, 2026 **D.LAW, INC.,**

By: ______________________________

Enoch J. Kim, Esq.
Marta Manus, Esq.

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I. INTRODUCTION

Plaintiff Orgil Khatanbaatar ("Plaintiff) seeks preliminary approval of the proposed Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") entered with Defendant Infogain Technologies, Inc. ("Defendant") (Plaintiff and Defendant are collectively herein referred to as the "Parties"). Plaintiff respectfully request that this Court conditionally certify the below-defined class for settlement purposes only, under Code of Civil Procedure section 382; appoint Class Counsel[1] and Plaintiff as the Class Representative; preliminarily approve the proposed Settlement, including the Private Attorney General Act of 2004 ("PAGA") portion of the Settlement, which allocates $15,000.00 to penalties pursuant to the PAGA; direct that the Class Notice be disseminated to the Class; and schedule a hearing for Final Approval of the Settlement and request for Attorneys' Fees and Costs, and the Class Representative Service Payment.

The Settlement provides for a non-reversionary settlement of $307,500.00 (Three Hundred and Seven Thousand Five Hundred and Zero Cents) for approximately 122 Class Members in compromise of disputed claims for unpaid wages and penalties. This Court should grant this Motion for the following reasons: (1) the Class meets the requirements for conditional class certification for settlement purposes only under of Code of Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all indicia for fairness, reasonableness, and adequacy; (3) Plaintiff is well-suited to serve as adequate Class Representatives; (4) Plaintiff's attorneys are experienced and highly-qualified to serve as Class Counsel; (5) the proposed Class Notice procedures fully comport with due process and adequately apprise Class Members of their rights; (6) a final fairness hearing must be scheduled to allow Class Members an opportunity to be heard regarding the Settlement and to give it finality; and (7) the benefit provided by the proposed PAGA settlement is substantial and falls within the range of reasonableness. Accordingly, for the reasons detailed below, Plaintiff

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[1] All capitalized words are defined in the Settlement Agreement (Exhibit 1 to the Declaration of Marta Manus, filed herewith), and those definitions are incorporated by reference herein.

respectfully requests that the Court grant this Motion in its entirety and preliminarily approve the Settlement.

II. RELEVANT BACKGROUND

A. Procedural History

On October 27, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7, and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); (7) Failure to Indemnify (Lab. Code § 2802); and (8) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.) Simultaneously, on October 27, 2023, Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-990351-23) pursuant to Labor Code § 2699.3, subd.(a). On December 21, 2023, Plaintiff filed the First Amended Complaint, which added claims for penalties under Labor Code § 2698, *et seq.* (Declaration of Marta Manus [Manus Decl.], ¶ 2.)

On February 5, 2024, Plaintiff requested dismissal of the first through eighth causes of action in the First Amended Complaint, which the Court signed on February 23, 2024. (Manus Decl., ¶ 3)

As part of the Settlement, on May 7, 2026, Plaintiff filed a Second Amended Complaint ("SAC") ("Operative Complaint") realleging the first through eighth causes of actions from the First Amended Complaint. (Manus Decl., ¶ 4)

Plaintiff contends, via the Operative Complaint, that Defendant violated California's wage and hour laws by failing to provide all meal periods and rest periods; failing to pay hourly wages and overtime; failing to pay proper sick pay; failing to provide accurate itemized wage statements; failing to timely pay final wages due during and upon separation of employment; failing to indemnify; and thereby also violating California Business & Professions Code sections

17200, *et seq*., and incurring penalties under PAGA. (*Id*. at ¶ 5.)

Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged. (*Id*.)

B. Mediation

On March 31, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Brandon McKelvey, Esq. and were able to reach an agreement on general settlement terms. The Parties, recognizing the burdens and risks of continuing with the litigation, entered into the Settlement Agreement to resolve the claims in the Operative Complaint. (Manus Decl., ¶ 6.)

Defendant will pay the Gross Settlement Amount of 307,500.00, exclusive of the employer's portion of payroll taxes and fees (i.e. Defendant will pay the employer-side payroll taxes on the wages portion separately from the Gross Settlement Amount). It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. (*Id*. at ¶ 7.) The Gross Settlement Amount represents approximately 59% of the total estimated realistic exposure, which demonstrates that the settlement is fair and reasonable. Thus, the Settlement represents a fair and reasonable recovery for the claims in the Operative Complaint. (*Id*. at ¶¶ 7, 33.)

C. Settlement Agreement and Accompanying Documents

The Settlement Agreement is attached to the Declaration of Marta Manus as Exhibit 1 with the Class Notice, Exhibit A to the Settlement Agreement. The Settlement proposes the following Class: all current and former non-exempt employees of Defendant who worked in California during the Class Period. (*Id*. at ¶ 14.)

There is a total of approximately 6,500 Workweeks worked by Class Members, resulting in a recovery of an estimated $22.62 per Workweek (estimated Net Settlement Amount[2] of $147,000.00 divided by 6,500). Each Class Member will receive an average Individual

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[2] The Net Settlement Amount of $147,000.00 is calculated by deducting the proposed disbursements in paragraph 6, all subject to Court approval and thus subject to change from the Gross Settlement Amount of $307,500.

Settlement Award of approximately $1,204.92 (estimated NSA of $147,000.00 divided by 122 Class Members), with the highest estimated Individual Settlement Award of approximately $6,582.42 (total weeks in the Class Period (291) multiplied by $22.62). (Manus Decl., ¶ 8.)

Additional proposed disbursements from the GSA are as follows:

Class Counsels' Fees	$102,500.00 (1/3 of the Gross Settlement Amount)
Class Counsels' costs for litigation costs incurred	Up to $25,000
Administration Expenses	Estimated to be up to $8,000
Class Representative Service Payment to Named Plaintiff	$10,000
PAGA Penalties	$15,000 ($11,250 to LWDA; $3,750 to Aggrieved Employees)

(*Id.*)

The Parties have agreed on Apex Class Action, LLC ("Apex" or "Administrator") as the Administrator and respectfully request that this Court appoint Apex to handle the claims administration procedures, including the Class Notice procedure, including posting relevant case-related settlement documents, including the judgment on Apex's website. (Manus Decl., ¶ 9; **Exhibit 2** to Manus Decl. [Declaration of Kimberly Sutherland of Apex, ¶ 6.].)

D. The Class Notice Provides Adequate Notice to Class Members

To be deemed proper, a notice must provide the Class Members with sufficient information to make an informed decision as to whether to accept or object to the settlement. *Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314. The notice must apprise the Class Members of the pendency of the action, reasonably convey information regarding the settlement and the Class Members' rights, entitlements, and obligations, and afford Class Members the opportunity to present their objections. *Id.*

The proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the settlement. It will notify all Class Members of the terms of the settlement, of its effect on their rights, of their options as Class Members (i.e., participate, object, opt-out, and dispute work weeks), and procedures for exercising those options. (Manus Decl. ¶ 35; *see* Exhibit A to Exhibit 1 hereto.)

The standard for determining the adequacy of notice is whether it has "a reasonable chance of reaching a substantial percentage of the class members." *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. Here, the Class Notice will be sent via First-Class U.S. mail to each Class Member at their addresses from Defendant's records. (Manus Decl., ¶ 35; Ex. 1, p. 11-12.) If any Class Notices are returned undeliverable without a forwarding address, the Administrator will use the national change of address database and perform a skip trace to locate the Class Member and mail a new Class Notice to the updated address. (Manus Decl., Ex. 1, p. 11-12.)

The Class Notice should be approved as the best and most practicable way to ensure the greatest possible number of Class Members will receive notice. Plaintiff respectfully requests that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Parties' Settlement Agreement. Per the Settlement Agreement, the Class Notice will also be translated into Spanish. (Manus Decl., ¶ 11, 37, Ex. 1, p.11.)

III. CONDITIONAL CERTIFICATION OF THE CLASS

The proposed Settlement seeks conditional certification of a Class. The certification of the Class is essential to the Settlement. California public policy favors the use of the class action device. (*Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 469.) California Code of Civil Procedure section 382 authorizes class suits in California when "the questions is one of the common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the courts, one or more may sue or defend for the benefit of all." To obtain certification, a party must establish the existence of both an ascertainable class and a well-defined community of interest among class members. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435.) The "community of interest" requirement depends on three factors: (1) whether common issues of law or fact predominate; (2) whether the Class Representative has claims that are typical of the class; and (3) whether the Class Representative will adequately represent the class. (*Richmond*, *supra*, 29 Cal.3d at p. 470.)

Because the policy of favoring use of class actions is so strong, any doubts as to the appropriateness of class treatment must be resolved in favor of certification, subject to later modification. (*Richmond*, *supra*, 29 Cal.3d at pp. 473-475.) Except in extraordinary circumstances, which are not present here, the trial court does not weigh the merits of the claims in ruling on a motion for class certification. (*Linder*, *supra*, 23 Cal.4th at p. 443.)

Courts should apply a lesser standard of scrutiny when reviewing certification of a class for settlement than when determining the propriety of class certification for litigation. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, n.19.) This reduced standard reflects the fact that a class settlement foregoes further litigation and thus does not require that Plaintiff prove that the class-wide prosecution of the case would be manageable at trial. (*Ibid.*)

A. The Proposed Class is Ascertainable and Numerous.

For a class to exist, the class description must be sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member of the proposed class by reference to objective criteria. (*Clothesrigger, Inc. V. GTE Corp.* (1987) 191 Cal.App.3d 605, 617.) Further, the class must contain enough members that joinder of all individuals is impractical. (Code Civ. Proc. § 382; see, e.g., *Hebbard v. Colgrove* (1972) 28 Cal.App.3d 1017, 1030 [class of 28 members held sufficient to maintain a class action].)

Here, the Class definition is sufficiently specific to enable potential Class Members and the Court to identify the Class Members, all of whom have indeed been identified by Defendant's employment and payroll records. There are approximately 122 Class Members, which is sufficient to satisfy numerosity requirements. (Manus Decl., ¶ 14, Ex. 1, p. 15.)

B. Common Issues of Law or Fact Predominate

In assessing whether common issues predominate over individual issues, it is not necessary that the class members' claims, or their circumstances be identical. Rather, the test of predominance is whether the common issues would be "the principal issues in any individual action, both in terms of time to be expended in their proof and of their importance, [so] that if a class suit were not permitted, a multiplicity of legal actions dealing with identical basic issues would be required in order to permit recovery by each [absent class member]." (*Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 810; see, e.g., *Los Angeles Fire & Police Protective League* *v. City of Los Angeles* (1972) 23 Cal.App.3d 67, 74 [in an overtime action, the fact that there were 19 different subgroups of employees did not preclude finding that common issues predominated].)

Common questions of law and fact predominate here, as the main issues involve the legality of Defendant's employment policies regarding Plaintiff's claims for Defendant's failure to provide all meal periods and rest periods; failure to pay hourly wages and overtime; failure to pay proper sick pay; failure to provide accurate itemized wage statements; failure to timely pay final wages due during and upon separation of employment; failure to indemnify, and violation of California Business & Professions Code sections 17200, *et seq*. Whether each Class Member might be required to ultimately justify an individual claim does not preclude maintenance of a class action. (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

Plaintiff asserts that these are all policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims on a class wide basis consists largely of Defendant's policies, payroll records, time records and itemized wage statements given to Defendant's non-exempt employees. (Manus Decl., ¶¶ 14-15.)

C. Plaintiff's Claims Are Typical of the Class Claims

Typicality means that the class representative's claims are similar to those of the class members. The interests of a class representative need not be identical to those of other class members; a class representative must simply be similarly situated. (*B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Here, the proposed Class Representative worked for Defendant as a non-exempt employee under, what Plaintiff alleges are (but which Defendant disputes), Defendant's uniform employment policies applicable to all non-exempt employees during the Class Period, defined as the period from October 27, 2019, through May 30, 2025.[3] Plaintiff was subject to the same

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[3] The Settlement Agreement provides, "Based on its records, Defendant represented at mediation there are 122 Class Members who collectively worked a total of 6,500 Workweeks during the Class Period. If the number of Workweeks during the Class Period increases by more than 10% (i.e., to 7,150 or more), Defendant, at its sole discretion, will either: (a) pay the pro rata percentage increase in excess of 10% of

employment policies and practices as other Class Members and was similarly situated to the other Class Members. (Manus Decl., ¶¶ 14-15.) Accordingly, Plaintiff's claims are typical of those of other Class Members. (*Id.*)

D. Adequacy of Representation

The requirement that a plaintiff adequately represent the class is met by fulfilling two conditions: (1) the named plaintiff must be represented by counsel qualified to conduct the pending litigation; and (2) there are no disabling conflicts of interest between the class representative and the class. (*McGhee v. Bank of America* (1976) 60 Cal. App. 3d 442, 450.)

Here, the firm representing the Plaintiff has substantial experience in wage and hour class action litigation and has been approved as Class Counsel in numerous other wage and hour class actions. (See Manus Decl., ¶¶ 38-43.)

The Class Representative has agreed to act as such and understand their responsibilities. (See Declaration of Orgil Khatanbaatar ("Khatanbaatar Decl."), ¶¶ 5-6, filed herewith); Manus Decl. ¶ 45. The Class Representative has no claims or other interests that are antagonistic to the Class. (*Id.*)

IV. PRELIMINARY APPROVAL OF SETTLEMENT

Any settlement of class litigation must be reviewed and approved by the court. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) When a class action is provisionally settled prior to class certification, certification and settlement approval occur simultaneously. (*Ibid.*)

This is done in two steps: (1) a preliminary review by the trial court; and (2) a final review after notice has been distributed to the class members for their comment or objections. (Cal. Rules of Court, rule 3.769.) First, a party to the settlement moves for "preliminary approval of the settlement." (*Id.* at subd. (c).) The court then approves or denies "certification of a provisional settlement class." (*Id.* at subd. (d).) If preliminary approval is granted, the court sets a final approval hearing and provides for notice to be given to the class. (*Id.* at subd. (e).)

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the Gross Settlement Amount to include the additional Workweeks (i.e. an 11% increase in Workweeks would result in a 1% increase to the Gross Settlement Amount); or (b) set the end date for the Class Period and the PAGA Period to the date one day before the number of Workweeks exceeds 7,150." See Manus Decl. at ¶ 15, Ex. 1 at ¶ 8.

At the final approval hearing, "the court must conduct an inquiry into the fairness of the proposed settlement." (*Id*. at subd. (g).) The court enters judgment thereon if it finds the settlement agreement to be fair. (*Id*. at subd. (h).)

In determining whether to preliminarily approve a settlement, the court should consider "the strength of Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Ibid*.) The court must also take into consideration "the most important factor [which] is the strength of the case for the Plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Footlocker Retail Inc.* (2008) 168 Cal.App.4th 116, 118)

The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. (Manus Decl., ¶¶ 17,18.) The Settlement represents a fair and reasonable value of all claims. (*Id*. at ¶¶ 23-29.) There is no claim form required so all Class Members will be paid unless they opt out, and there is no reversion to Defendant. (*Id*. at ¶¶ 7, 17.)

Finally, the only governmental involvement in this case is the existence of a PAGA claim, and Plaintiff has notified the LWDA of this Settlement by submission of Plaintiff's Motion for Preliminary Approval of Class action and PAGA Settlement, including the Settlement Agreement the LWDA. (*Id*. at ¶¶ 13, 46, Ex. 3 thereto.)

A. The Presumption of Fairness

"[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." (*Dunk, supra,* 48 Cal.App.4th at 1801.) Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In other words, there is a presumption that the negotiations were conducted in good faith. (*Id.* at 1802.)

Here, the Settlement was reached through arm's-length negotiation with an experienced, highly regarded neutral mediator, Brandon McKelvey, Esq. Before mediation, the Parties engaged in substantial informal discovery and investigation. To prepare for the mediation, Defendant produced representative sample of time and pay data for Class Members, along with relevant policy documents and other information necessary for Plaintiff to properly evaluate the strength and weaknesses of the claim and engage in meaningful settlement discussions. The Parties agreed on the proposed Settlement during the mediation with the assistance of the mediator. (Manus Decl., ¶ 18.)

The Settlement here provides pro rata distribution to Class Members based upon their number of workweeks worked during the Class Period. Accordingly, the Settlement treats the Class Members equitably, and the proposed distribution plan supports preliminary approval. (Manus Decl., ¶ 19, Ex. 1, p. 2.). Accordingly, preliminary approval is appropriate and should be granted.

B. Reasonable Based on Objective Evidence

The Settlement that has been reached, subject to this Court's approval, is the product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. Such investigation included the exchange of information and documents through extensive informal discovery. Among other things, Class Counsel reviewed all relevant policy documents and a representative sample of time and pay data for Class Members. The Parties' investigation also included preparing for and attending a full day of mediation with an experienced mediator. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of himself, the Class, and the other allegedly Aggrieved Employees. (Manus Decl., ¶¶ 18, 20.)

Based on the documents and information provided by Defendant and their own independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. (Manus Decl., ¶ 21.)

The Settlement amount is, of course, a compromise figure. Plaintiff considered the risks that the Class would not be certified, the risks related to proof of Plaintiff's claims, and the strengths and weaknesses of Defendant's other defenses. Plaintiff also considered the possibility that if a settlement were reached after additional years of litigation, the great expenses and attorneys' fees of litigation would reduce the amount of funds available to Class Members for settlement. Furthermore, Plaintiff took into consideration the time delay and financial repercussions of liability trials, numerous damages trials, and the possibility of an appeal by Defendant. (Manus Decl., ¶ 22.)

For the Class claims, the Parties in this matter have agreed to the amount of $307,500.00,[4] exclusive of the employer's portion of payroll taxes and fees. Based on Plaintiff's analysis, the case had a reasonable, realistic potential value of approximately, $525,605.92 for the underlying Labor Code claims and $34,575 for the PAGA penalties, for a total estimated case value of $560,180.92. Accordingly, the Gross Settlement Amount of $307,500 represents approximately 59% of the maximum potential value of the underlying Labor Code claims (estimated value of $525,605.92) and approximately 55% of the overall value including PAGA penalties (total estimated case value of $560,180.92), which is an exceptional result. (Manus Decl., ¶¶ 7, 23-33.)

C. Limited Standing to Object to Proposed Settlement

Non-settling parties or third parties sometimes attempt to object to settlements, but the right of non-settling parties to object even at the final settlement approval hearing, let alone the preliminary approval hearing, is quite limited. Generally, only class members have standing to object to a proposed settlement. "Beginning from the unassailable premise that settlements are to be encouraged, it follows that to routinely allow non-Class Members to inject their concerns via

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[4] $15,000 of the Gross Settlement Amount is apportioned to the PAGA civil penalties claim. (Manus Decl., ¶ 8, Ex. 1, p. 7.)

objection at the settlement stage would tend to frustrate this goal." (*Gould v. Alleco, Inc.* (4th Cir. 1989) 883 F.2d 281, 284.) Accordingly, any non-parties are not allowed to object to this proposed Settlement.

V. THE PAGA PORTION IS FAIR AND REASONABLE

The settlement of a PAGA claim requires court approval. (Labor Code § 2699, subd. (l)(2) ["The superior court shall review and approve any settlement of any civil action pursuant to this part"].) However, a PAGA claim is not considered a class action but a law enforcement action, and, accordingly, the settlement thereof does not have to meet the requirements of a class action. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-988 [affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim]; *Gutilla v. Aerotek, Inc.* (E.D. Cal. Mar. 22, 2017) No. 115CV00191DADBAM, 2017 WL 2729864, at *3*; Pedroza v. PetSmart, Inc*. (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15.) A court reviewing a PAGA settlement need only "ensur[e] that a negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

Here, the Parties allocate $15,000 for resolution of Plaintiff's representative PAGA claims. Of this amount, 25%, or $3,750, will be distributed to approximately 71 Aggrieved Employees, resulting in an estimated average PAGA payment of $52.82 per Aggrieved Employee. (Manus Decl., ¶¶ 8, 31, Ex. 1, p. 7.)

Released PAGA Claims is limited to those claims that occurred during the PAGA Period (defined as the period from October 27, 2022, through May 30, 2025) based on the facts alleged in the Plaintiffs' PAGA Notices. (Manus Decl., Ex. 1, p. 7.) The amount of PAGA Penalties allocated here provides a comparable, and at times, larger allocation to the LWDA than those approved in other settlements. (See, e.g., *Viceral v. Mistras Grp. Inc*. (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8 [approving an allocation of $20,000 of a $6,000,000 settlement to the PAGA civil penalties]); *In re Uber FCRA Litig*. (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL 2806698, at *2 [approving an allocation of $7,500 of a $7,500,000 settlement to the PAGA civil penalties].)

The proposed PAGA Penalties portion of the Settlement is both just and in the public's interest. The Parties believe and agree that the settlement provides for a fair, adequate, and reasonable resolution of the representative PAGA claim in the Operative Compliant. The Parties also believe that the proposed Settlement is to the advantage of the State of California and the Aggrieved Employees when considering the time and expense necessary to complete protracted litigation which, regardless of the verdict, would undoubtedly be subject to further significant delay and expense pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It also provides a proportional sum to each Aggrieved Employee on a pro-rata basis based on the number of PAGA Pay Periods they worked during the PAGA Period. (Manus Decl., ¶ 31, Ex. 1, p. 2.) Furthermore, public policy strongly favors the settlement of litigation. (*Consumer Advoc. Grp., Inc. v. Kintetsu Enterprises of Am.* (2006) 141 Cal.App.4th 46, 63.)

The benefit provided by the proposed PAGA Penalties allocation of the Settlement is substantial and easily falls within the range of reasonableness. The Settlement fulfills the purposes of the PAGA, and, by any measure, is fair, adequate, and reasonable.

VI. THE CLASS REPRESENTATIVE'S SERVICE PAYMENT IS REASONABLE

"At the conclusion of a class action, the class representatives are eligible for a special payment in recognition of their service to the class." 5 Newberg on Class Actions § 17:1 (5th ed.). Plaintiffs request a reasonable Class Representative Service Payment each for their efforts and initiative in bringing and helping to prosecute the claims in the Operative Complaint.

As an initial matter, Plaintiff's courage in proceeding with her class-wide claims should not be underestimated. By suing Defendant, Plaintiff increased her risk of retaliation by prospective employers, who must choose between an applicant who has never sued a prior employer and one who has. (Khatanbaatar Decl., ¶ 12.)

Plaintiff has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. (Manus Decl., ¶ 45; Khatanbaatar Decl., ¶ 9.) Both before and after filing, Plaintiff conferred with Class Counsel to discuss every aspect of this case. To date, Plaintiff has invested at least approximately 40 hours in this action thus far. (Khatanbaatar Decl., ¶ 9.) Plaintiff has provided Class Counsel with information about Defendant, reviewed documents, consulted Class Counsel throughout the litigation, participated in the mediation process, and reviewed and signed the settlement agreement. (*Id*.)

Plaintiff has spent a significant amount of time with Class Counsel detailing their knowledge of Defendant's practices. Plaintiff has diligently, adequately, and fairly represented the Class Members, and has not placed her interests above any member of the putative Class. This sort of payment to a class representative has been a common feature of settlements negotiated by Class Counsel and routinely approved by courts. The Class Representative Service Payment of $10,000 is fair and reasonable. (Manus Decl., ¶ 45; Khatanbaatar Decl., ¶¶ 6-8.)

VII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS IS REASONABLE AND SHOULD BE APPROVED

Class Counsel respectfully requests, without opposition from Defendants, an award of attorneys' fees of no more than One Hundred Two Thousand Five Hundred and Zero Cents ($102,500), one-third of the Gross Settlement Amount and reasonable litigation costs, not to exceed $25,000, subject to approval by the Court. (Manus Decl. ¶ 44, Ex. 1 p. 1).

Class Counsel submits it has the requisite experience, knowledge, and resources to serve as Class Counsel and to zealously represent the Class. (Manus Decl., ¶¶ 42-43.) Class Counsel has incurred substantial hours in prosecuting this action on a contingency basis and will not receive any compensation for their efforts until recovery is obtained for the Class. In addition, Class Counsels' efforts in reaching the Settlement on behalf of the Class will confer a significant benefit to the Class. As such, the requested award of attorneys' fees and costs is reasonable.

VIII. REQUESTED RELIEF

Plaintiff respectfully requests that the Court, as part of the preliminary approval process, do the following:

1. Conditionally certify, for settlement purposes only, a Class consisting of all current and former non-exempt employees of Defendant who worked

2. in California during the Class Period;

2. Appoint David Keledjian, Esq., David Arakelyan, Esq., Enoch J. Kim, Esq., Marta Manus, Esq. of D.Law, Inc. as Class Counsel;

3. Appoint Plaintiff Orgil Khatanbaatar as the Class Representative;

4. Order preliminary approval of the proposed Settlement on a class-wide basis, direct that the Class Notice to be mailed to the Class, and set a hearing for final review of the proposed Settlement;

5. Appoint Apex Class Action, LLC as the Administrator to handle the Class Notice procedure and claims administration procedures as set forth in the Settlement; and

6. Approve the allocation of PAGA Penalties pursuant to the Settlement.

IX. CONCLUSION

Based upon the foregoing, Plaintiff respectfully requests that the Court grant this motion for Preliminary Approval of Class Action and PAGA Settlement and enter the proposed Order, filed herewith.

Respectfully Submitted,

Dated: July 10, 2026

D.LAW, INC.

By: ______________________________

Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiff