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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SANTA CLARA**

15 FERUZ MIRZA-ALIEV, an individual, on
16 behalf of himself and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 800 MOFFETT MV MANAGER, LLC, a
21 limited liability company; and DOES 1
22 through 50, inclusive,

23 Defendants.

CASE NO.: **24CV431503**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: July 23, 2026

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated January 16,
2026]

Judge: Hon. Beth McGowen

Dept.: 22

Action Filed: February 23, 2024

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on July 28, 2026, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: August 3, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California, 92037.

On August 3, 2026, I served the document(s) described as:

1. Notice of Entry of Judgment

X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail to counsel for Defendants at the following e-mail address(es):
LITTLER MENDELSON P.C.
Dennis M. Brown
Susan T. Ye
Angela E. Meakin
50 W. San Fernando 7th Floor
San Jose, CA 95113
Email(s): dmbrown@littler.com; sye@littler.com; ameakin@littler.com;
Yzapien@littler.com; Mward@littler.com;

Attorneys for Defendant

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 3, 2026, at La Jolla, California.

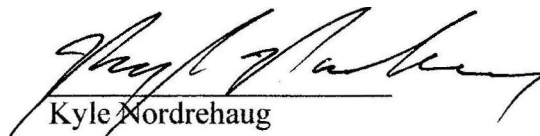

Kyle Nordrehaug

EXHIBIT #1



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

MINUTE ORDER

Mirza-Aliev v. 800 Moffett MV Manager, LLC (Class
Action)
24CV431503
Date of Hearing: 07/23/2026

Hearing Start Time: 1:30 PM

Hearing Type: Hearing: Motion hearings

Heard By: McGowen, Beth
Court Reporter:

Location: Department 22
Courtroom Clerk: F. Bryant
Court Interpreter:
Court Investigator:

Parties Present:

Future Hearings:

- Motion for Final Approval of Class Settlement and Award of Atty Fees by Plt (Kyle Nordrehaug) *continued from 6-4-26*

Appearances are made via UDC unless otherwise stated.
Kyle Nordrehaug, attorney
Susan Yee, attorney

No one has contested the Tentative Ruling.
The Tentative Ruling is adopted. See below for ruling.

Calendar Line 9

Case Name: Mirza-Aliev v. 800 Moffett MV Manager, LLC
Case No.: 24CV431503

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Feruz Mirza-Aliev alleges defendant 800 Moffett MV Manager LLC committed various wage and hour violations.

Before the Court is Plaintiff's motion for final approval, which is unopposed. As discussed below, the Court GRANTS the motion.

XXXI. BACKGROUND

According to the allegations of the operative first amended complaint ("FAC"), Plaintiff began working for Defendant in May 2023. (FAC, 3.) Plaintiff alleges that Defendant failed to: pay for all hours worked; meal periods or compensation in lieu thereof; rest periods or compensation in lieu thereof; provide complete and accurate wage statements; timely pay wages; pay sick wages; and reimburse for necessary business expenses. (FAC, 8-27.)

Based on the foregoing, Plaintiff initiated this action with the filing of the Complaint on February 23, 2024, and on June 27, 2025, he filed the operative FAC, which asserts the following causes of action: (1) unfair competition in violation of Business & Professions Code 17200, et seq.; (2) failure to pay minimum wages in violation of Labor Code 1194, 1197, & 1197.1; (3) failure to pay overtime wages in violation of Labor Code 510; (4) failure to provide required meal periods in violation of Labor Code 226.7 & 512 and the applicable IWC Wage Order; (5)



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failure to provide the required rest periods in violation of Labor Code 226.7 & 512 and the applicable IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Labor Code 226; (7) failure to reimburse employees for required expenses in violation of Labor Code 2802; (8) failure to pay sick pay wages in violation of Labor Code 201-203, 233, 246; and (9) violation of the Private Attorneys General Act. On January 16, 2026, the Court granted Plaintiff's motion for preliminary approval of class action and PAGA settlement (the "Settlement").

Plaintiff now seeks final approval of the Settlement, including attorneys' fees, costs, and the service award.

XXXII. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

F. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234-235 (Wershba), disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.)

In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' 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.

(Wershba, supra, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130 (Kullar).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (Wershba, supra, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement 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, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (Ibid., citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (Kullar, supra, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (Id. at pp. 130, 133.)

B. PAGA

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (Williams v. Superior Court (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (Iskanian v. CLS Transportation Los Angeles, LLC (2014)



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59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public"], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor*, *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8-9.)

C. Terms and Administration of Settlement

The non-reversionary gross settlement amount is \$515,000. Attorneys' fees of up to one-third of the gross settlement amount, which is approximately \$171,666.66, litigation costs of up to \$25,000, and administrative costs of up to \$8,750. \$15,000 will be allocated to PAGA penalties, 75% (\$11,250) of which will be allocated to the LWDA, with the remaining 25% (\$3,750) will be dispensed, on a pro rata basis, to "Aggrieved Employees," who are defined as "all non-exempt employees who worked for Defendant in the State of California during the PAGA Period." Plaintiff will seek a class representative service award of \$10,000.

The net settlement amount-estimated to be \$284,583.34-will be allocated to members of the Class, which is defined as "all individuals who are or previously were employed by and worked for Defendant, who were classified as non-exempt in the State of California at any times during the Class Period. [February 23, 2020 through April 8, 2025]." The average individual payment will be approximately \$735.35. For tax purposes, 20% of each Class Member's individual payment will be allocated to wages and 80% will be allocated to interest and penalties. Funds associated with checks uncashed after 180 days will be transmitted to the Bay Area Legal Aid.

In exchange for settlement, Class Members who do not opt out will release:

[A]ll claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during the employment in a non-exempt position in California. The Code sections alleged in the Operative Complaint that are included in the Release Class Claims are: Cal Lab. Code 201-203, 226, 226.7, 233, 246, 510, 512, 1194, 1197, 1197.1, 2802, and Cal. Bus & Prof. Code 17299.

Aggrieved Employees, who consistent with the statute will not be able to opt out of the PAGA portion of the settlement, will release:

[A]ll claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Code sections alleged in the Operative Complaint that are included are Cal. Lab. Code 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 2227.3, 246, 510, 512, 558(a)(1)(2), 1194,



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1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 1140, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and the applicable IWC Wage Orders.

The notice period has now been completed. Garvin Brown ("Brown"), a case manager for settlement administration ILYM Group, Inc. ("ILYM"), submitted a declaration in support of the instant motion. On January 30, 2026, ILYM received the class data from defense counsel. On March 23, 2026, the Class notice was mailed in English and Spanish. As of the date of Brown's declaration, 48 Class notices were returned, without forwarding addresses. ILYM conducted a skip trace search and obtained 35 updated addresses and promptly re-mailed the Class notices. 13 Class notices have been deemed undeliverable.

The deadline to respond was May 22, 2026. As of the date of Brown's declaration, ILYM has received 0 requests for exclusion, 0 disputes, and 0 objections. Consequently, there are 387 participating Class Members, which is approximately 100% of the settlement Class. The average individual settlement payment will be approximately \$735.87, with the highest being \$2,853.34. The average PAGA payment will be approximately \$11.79, with the highest being \$32.32.

Plaintiff requests \$8,750 for administration costs. This request is supported by Brown's declaration. Thus, the amount is reasonable and therefore, it is approved.

At the preliminary approval, the Court found that the proposed settlement provides a fair and reasonable compromise to Plaintiff's claims. It finds no reason to depart from these findings now, especially considering that there are no objections. Therefore, the Court finds that the Settlement is fair and reasonable for the purposes of final approval.

D. Attorneys' Fees, Litigation Costs, and Plaintiff's Service Award

Class Counsel seeks a fee award of \$171,666.66 or one-third of the gross settlement amount, which is not an uncommon contingency fee in a wage and hour class action. Class Counsel provides a lodestar figure of \$119,982.50, based on 165.95 hours of work at billings rates ranging from \$450 to \$950 per hour, resulting in a multiplier of 1.43. This is within the range of multipliers that courts typically approve. (See Wershba, supra, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; Vizcaino v. Microsoft Corp. (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements funding a range of 0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range].)

"While the percentage method has been generally approved in common fund cases, courts have sought to ensure the percentage fee is reasonable by refining the choice of a percentage or by checking the percentage result against the lodestar-multiplier calculation." (Laffitte v. Robert Half Intern, Inc. (2016) 1 Cal.5th 480, 495 (Laffitte).)

Applying the latter approach,

[T]he percentage-based fee will typically be larger than the lodestar based fee. Assuming that one expects rough parity between the results of the percentage method and the lodestar method, the difference between the two computed fees will be attributable solely to a multiplier that has yet to be applied. Stated another way, the ratio of the percentage-based fee to the lodestar-based fee implies a multiplier, and that implied multiplier can be evaluated for reasonableness. If the implied multiplier is reasonable, then the cross-check confirms the reasonableness of the percentage-based fee; if the implied multiplier is unreasonable, the court should revisit its assumptions.

(Laffitte, supra, 1 Cal.5th at p. 496, quoting Walker & Horwich, The Ethical Imperative of a Lodestar Cross-check: Judicial Misgivings About "Reasonable Percentage" Fees in Common Fund Cases (2005) 18 Geo. J. Legal Ethics 1453,



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1463.) As described by the California Supreme Court, "[i]f the multiplier calculated by means of a lodestar crosscheck is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (Laffitte, supra, 1 Cal.5th at 505.)

Here, while the multiplier sought by Class Counsel is within the range of what California courts typically award and it is supported by the percentage cross-check and Class Counsel's declaration. Thus, the Court finds Class Counsel's requested fee award is reasonable.

Class Counsel also seeks \$18,977.41 in litigation costs, which is below the \$25,000 allowed for in the Settlement. The request is supported by Class Counsel's declaration. This amount is reasonable and thus, it is approved.

Plaintiff requests a Class Representative Enhancement payment of \$10,000.

The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(Cellphone Termination Fee Cases (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff undertakes a significant reputational risk in bringing an action against an employer. (Covillo v. Specialty's Caf (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29.)

At preliminary approval, the Court found that Plaintiff is entitled to an award and preliminarily approved the request. The Court does not find any reason to depart from this ruling at this time. Thus, Plaintiff's request is approved.

XXXIII. CONCLUSION

In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Plaintiff's motion for final approval is GRANTED.

Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc., 668.5.) Plaintiff and the members of the Class will take from the operative complaint only the relief set forth in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms of the settlement agreement and the final order and judgment.

The Court sets a compliance hearing for March 25, 2027 at 2:30 P.M. in Department 22. At least ten court days before the hearing, class counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel shall also submit an amended



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judgment as described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

Set for Further Case Management Conference on 3/25/2027 at 2:30 PM in Department 22. [Re: Compliance Hearing]

- Remote Appearance