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SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF

SAN BERNARDINO

THOMAS GOMEZ on behalf of himself and on behalf of all others similarly situated,

PLAINTIFFS,

vs.

LASSONDE PAPPAS AND COMPANY INC., a California Corporation; and DOES 1 to 50 inclusive,

DEFENDANTS.

Case No.: CIVSB2407087

[Assigned for all purposes to the Hon. Stephanie Tanada, Dept S33 - SBJC]

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: February 9, 2026

Time: 8:30 AM

Location: Department S33 – SBJC

Filed Concurrently:

1. Notice of Motion and Motion
2. Memorandum of Points and Authorities
3. Declaration of Saul Acherman
4. Declaration of David V. Jafari
5. Proposed Order

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff respectfully moves the Court for preliminary approval of the proposed class and PAGA action settlement with Defendant Lassonde Pappas and Company Inc. (hereinafter "Defendant" or "Lassonde"). This Motion seeks entry of an order that: (1) preliminarily approves the proposed class and PAGA settlement; (2) approves the proposed form and method of notice and directs that notice be provided to members of the Settlement Class; (3) preliminarily certifies the Settlement Class for settlement purposes only; and (4) sets a hearing date for final approval.

Plaintiff filed this action on April 4, 2024, and shortly thereafter filed the First Amended Complaint ("FAC") on June 6, 2024, alleging the following wage and hour violations under the California Labor Code and Business and Professions Code: failure to pay overtime wages, failure to pay wages when due, failure to pay all wages upon separation, failure to provide accurate and itemized wage statements, failure to provide meal periods, failure to authorize and permit rest breaks, failure to reimburse necessary business expenses, unlawful business practices under Business & Professions Code section 17200, and civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698 et seq. The FAC was later revised to clarify Plaintiff's claims for failure to pay all overtime and double time wages.

On April 14, 2025, the Parties participated in a private mediation session before experienced class and PAGA action mediator Steve Pearl, Esq., during which they reached a settlement-in-principle. The terms of the agreement were subsequently finalized and are memorialized in the proposed Settlement Agreement executed in October 2025, for which Plaintiff now seeks preliminary approval.

As consideration for the settlement, Defendant has agreed to pay a Gross Settlement Amount of $750,000.00. This amount includes payments to participating Class Members, attorneys' fees and costs subject to Court approval, settlement administration costs, a service payment to the Class Representative, claims administration costs, and PAGA payments to the Labor and Workforce Development Agency (LWDA) and to the aggrieved employees. Defendant will separately pay all employer-side payroll taxes on the portion of individual class payments that are allocated to wages.

After estimated deductions for: (i) attorneys' fees of up to 33.33% ($250,000); (ii) litigation costs of up to $20,000; (iii) settlement administration costs of up to $6,000; (iv) a service payment of up to $10,000 to the Class Representative; and (v) a $75,000 PAGA payment (estimated $56,250 to the LWDA and estimated to be $18,750.00 to the aggrieved employees), the Net Settlement Amount is approximately $389,000.

The Settlement provides for pro rata distribution to approximately 150 Class Members based on compensable workweeks, and a separate allocation to 109 aggrieved employees for PAGA penalties. Based on these figures, the average recovery for participating Class Members is estimated to be approximately $2,527, though individual amounts will vary depending on workweek counts and whether the individual is also receiving a share of the PAGA allocation.

Plaintiff believes the proposed settlement is fair, reasonable, and adequate in light of the legal risks, potential exposure, and the strengths and weaknesses of the claims, and respectfully requests that the Court grant preliminary approval.

II. SUMMARY OF LITIGATION

A. The Parties

Plaintiff Thomas Gomez (Mr. Gomez) is a former employee of Defendant Lassonde Pappas and Company Inc., a U.S.-based juice manufacturer operating a facility in Ontario, California. Lassonde produces juice blends, including cranberry-based drinks in the United States, with seven other facilities in the country that supply both private label and branded products.

Mr. Gomez was hired as a batcher for Lassonde and worked there from on or around July 5, 2022 to May 14, 2023, as a non-exempt employee with a starting hourly rate of $23.00.

Defendant estimates that there were approximately 150 non-exempt hourly employees in California during the class period at the time of mediation.

B. The LWDA Letter

On October 12, 2023, Plaintiff filed a Notice pursuant to California Labor Code section 2699.3 with the LWDA. (Declaration of Saul Acherman ("Acherman Decl.") ¶ 4). Plaintiff alleged Defendant violated the Labor Code, as follows: (1) failure to provide meal and rest breaks as required by the applicable Wage Order and Labor Code sections 226.7 and 512; (2) failure to pay minimum wages in violation of Labor Code sections 1197 and 1197.1; (3) failure to pay overtime wages and failure to pay all wages in violation of Labor Code sections 510, 1194, and the applicable Wage Order; (4) failure to timely pay wages during employment and upon separation under Labor Code sections 201-203; (5) failure to furnish accurate wage statements in violation of Labor Code section 226 and the applicable Wage Order; (6) failure to maintain records in violation of Labor Code section 1174; (7) failure to reimburse business expenses in violation of Labor Code section 2802; (8) failure to pay accrued vacation in violation of Labor Code section 227.3; and (9) failure to provide suitable seats in violation of Wage Order section 14. *Id.*

C. <u>The Complaint and Allegations</u>

On April 4, 2024, Plaintiff filed the current action on behalf of current and former non-exempt employees in California from four years prior to the filing of the complaint through the present. Plaintiff filed a First Amended Complaint on June 6, 2024. Plaintiff's Complaint alleged: (1) Failure to Pay Overtime Wages in Violation of Labor Code Sections 1194, 1194.2, and 1197; (2) Failure to Pay Wages When Due; (3) Failure to Pay All Wages Upon Separation of Employment; (4) Failure to Provide Accurate and Itemized Wage Statements in Violation of Labor Code Section 226; (5) Failure to Provide Legally Complaint Meal Periods: (6) Failure to Provide Legally Complaint Rest Periods; (7) Failure to Reimburse Necessary Business Expenses; 8) Unlawful Business Practices in Violation of Business and Professions Code Section 17200, et seq.; and (9) Penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698 et seq. The First Amended Complaint was later revised to clarify Plaintiff's claim for failure to pay all overtime and double time wages. (Acherman Decl. ¶ 4). A copy of the operative complaint has been submitted to the LWDA as well. (Acherman Decl. ¶ 5).

Defendant denied the allegations and contended that it complied with all applicable laws at the times relevant. Defendant further claimed that Plaintiff and other putative class members did not suffer any alleged violation of the California Labor Code during their employment and termination of employment from Defendant.

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D. **<u>The Mediation, Exchange of Directly Relevant Informal Discovery, and Legal Analysis By Parties' Counsel</u>**

The Parties have conducted significant investigation of the facts and law during the pendency of this action. (Acherman Decl. ¶ 6). After the case was filed, the Parties agreed to attend private mediation. Prior to mediation, the Parties exchanged extensive data, documents, and information concerning Plaintiff's allegations, including Plaintiff's personnel file, Defendant's Employee Handbook and California supplement, overtime policies, meal and rest period policies, waivers, payroll data provided in Microsoft Excel format, timecards provided in Microsoft Excel format, an exemplar arbitration agreement signed by some putative class members, and a sampling of wage statements, along with other Class Member information, including the number of employees and workweeks and pay periods worked by employees during the class and PAGA period respectively. *Id*. Plaintiff reviewed the documents, data, and information and conducted an analysis of the timecard data for alleged meal period violations. (Acherman Decl. ¶ 7).

On April 14, 2025, the Parties participated in a mediation session before Steve Pearl, Esq., an experienced class action mediator. (Acherman Decl. ¶ 8). The mediator actively assisted in settlement discussions, and the Parties reached an agreement in principle to settle. *Id*. The Settlement was reached after extensive informal discovery and negotiations through an experienced mediator, culminating in the basic terms of settlement later finalized in the Settlement Agreement that was fully executed in October 2025, for which Plaintiff now seeks preliminary approval. (Acherman Decl. ¶ 8, **Exhibit 1: Settlement Agreement ("Ex. 1")**).

Class Counsel have thoroughly investigated the facts and claims, researched applicable law and defenses, and reviewed relevant documents including Defendant's time records, policy documents, and average hourly rates of non-exempt employees. Plaintiff and Class Counsel concluded, considering the sharply disputed factual and legal issues, the risks of further prosecution, and the benefits of compromise and settlement, that the settlement is in the best interests of the representative Plaintiff and Class Members and is fair and reasonable. (Acherman Decl. ¶ 9).

Defendant has denied and continue to deny all claims asserted in the LWDA notice and the operative Complaint. However, due to the interruption and time and expense of litigation, Defendant has agreed to enter into a settlement of all claims asserted in the LWDA notices and the operative Complaint pursuant to the terms of the Settlement Agreement.

III. SUMMARY OF SETTLEMENT

A. Terms of Settlement

Subject to Court approval pursuant to Section 382 of the California Code of Civil Procedure and Rule 3.769 et seq. of the California Rules of Court, the Parties have agreed to settle the Lawsuit by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement (Acherman Decl. ¶ 2; **Ex. 1**). This Settlement resolves Plaintiff's and the Proposed Class Member's claims against Lassonde. The basic terms of the Settlement are:

B. Gross Settlement Amount

The parties have agreed to a total gross settlement amount of $750,000, fully resolving all class and representative claims against Lassonde Pappas and Company Inc. This settlement covers all claims pled or which could have been pled in the operative Complaint and all claims asserted in the LWDA notice. (Acherman Decl. ¶ 10; **Ex. 1 §** 3.1).

C. Class Definition and Class Period; Aggrieved Employees and PAGA Period

The putative class includes: "all current and former non-exempt employees employed by Defendant in California and classified as non-exempt, hourly-paid employees who worked for Defendant during the Class Period." (**Ex. 1 §** 1.7). The class period begins on June 6, 2020 and runs through April 14, 2025, the date on which the Parties attended mediation. (Acherman Decl. ¶ 11; **Ex. 1 §** 3.1).

For PAGA purposes, an aggrieved employee is a "person employed by Defendant in California and classified as non-exempt, hourly paid employee who worked for Defendant during the PAGA period." The PAGA period begins on October 12, 2022 and runs through April 14, 2025, the date on which the Parties attended mediation. (Acherman Decl. ¶ 11; **Ex. 1 §** 1.30).

D. Attorneys' Fees, Costs, Named Plaintiff's Service Payment

Plaintiffs' counsel will seek an award of attorney's fees equal to one-third (33 1/3%) of the gross settlement amount, totaling $250,000, consistent with fees in comparable wage and hour class and PAGA litigation cases. (Acherman Decl. ¶ 12; **Ex. 1 §** 3.2.2). Additionally, counsel is seeking reimbursement for actual litigation costs incurred to date not to exceed more than $20,000. *Id*. Moreover, Plaintiff Thomas Gomez requests, and Defendant has agreed not to oppose, payment from the Class Settlement Amount of $10,000 to Mr. Gomez as a service payment. (Acherman Decl. ¶ 21; **Ex. 1 §** 3.2.1).

E. <u>Settlement Administrator and Administration Costs</u>

The parties have retained ILYM Group, Inc. as the Settlement Administrator. ILYM Group, Inc. is an experienced and qualified class action claims administrator that provides comprehensive administrative services in complex class, collective, and representative actions. (Acherman Decl. ¶ 13; **Ex. 1 §** 7.1). The Administrator will manage all aspects of settlement administration, including class notice dissemination, claims processing, and fund distribution. The Administration Expenses Payment to the Administrator is capped at $6,000, unless the Court finds good cause to increase this amount. If actual administration expenses are less than $6,000 or the Court approves a lower amount, the difference will be returned to the Net Settlement Fund for distribution to Class Members. Any approved excess over $6,000 will be paid from the Gross Settlement Amount. (*Id*.; **Ex. 1 §** 3.2.3).

F. <u>PAGA[1] Allocation</u>

$75,000 of the gross settlement amount is allocated to resolve PAGA penalties. Of this amount, 75% ($56,250) will be paid to the California Labor and Workforce Development Agency (LWDA), and 25% ($18,750) will be distributed on a pro rata basis to approximately 109 allegedly aggrieved employees identified as having worked for Defendant during the PAGA period from October 12, 2022, through April 14, 2025 based on the number of pay periods each allegedly aggrieved employee worked during the PAGA period. This allocation represents a reasonable compromise given April 14, 2025, mediation brief's estimated PAGA exposure that ranged from $1.4 million to $7.2 million. (Acherman Decl. ¶ 14; ; **Ex. 1 §** 3.2.4).

G. <u>Net Settlement Fund</u>

After all deductions - $250,000 in attorney's fees (33 1/3%), up to $6,000 in administration expenses, estimated litigation cost ($20,000), a $10,000 service payment to Plaintiff, and $75,000

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[1] Because Plaintiff filed his PAGA notice on October 12, 2023, Plaintiff's PAGA claim was governed by California Labor Code section 2699, *et seq.*, effective June 27, 2016 to June 30, 2024 (the "old PAGA").

allocated for PAGA - $389,000 remains in the Net Settlement Fund to pay the class. (Acherman Decl. ¶ 15; **Ex. 1 §** 3.2.2).

This fund will be distributed pro rata to Participating Class Members according to the number of workweeks worked by putative class members during the class period according to the allocation process below (Acherman Decl. ¶ 16; **Ex. 1 §** 3.2.5):

Allocation Process:

1. **Numerator:** The Participating Class Member's number of workweeks during the Class Period.
2. **Denominator:** The total workweeks worked by all Participating Class Members.
3. **Pro Rata Share:** Individual share = Net Settlement Fund x (Participating Class Members' workweeks worked during the Class Period ÷ The total workweeks worked by all Participating Class Members during the Class Period).

Exact values will be computed by ILYM Group, Inc., using the Court-approved method and supporting payroll/time records. (Acherman Decl. ¶ 17).

Defendant will not be required to pay more than the agreed Gross Settlement Amount under any circumstances.

H. <u>The Releases and Waiver of Claims by Plaintiff and Class Members</u>

The Settlement includes a General Release by Plaintiff, a Release by Participating Class Members, and a PAGA Release by Aggrieved Employees. (**Ex. 1 §** 5).

I. <u>Plaintiff's General Release.</u>

Plaintiff Thomas Gomez and his respective former and present spouses, representatives, agents, attorneys (including Class Counsel), heirs, administrators, successors and assigns generally release and discharge Released Parties from all claims, claims, demands, actions, causes of action, suits, damages, penalties, losses, and expenses, of any and every nature whatsoever, known or unknown, as a result of actions or omissions by Released Parties, including, without limitation all claims arising out of or relating to Plaintiff's employment with Defendant or separation thereof, any claims made in the Operative Complaint, all claims for unpaid wages, unlawful discrimination, harassment, or failure to accommodate and any other claims related to the terms and conditions of employment including under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Fair Labor Standards Act, the National Labor Relations Act, the California Fair Employment and Housing Act, the Age Discrimination in Employment Act (ADEA), the California Labor Code, the California Wage and Hour Laws and the California Private Attorneys' General Act and any amendments to the foregoing, or any other federal, state or local statute, rule, ordinance, or regulation, as well as any claims in equity or under common law for tort, contract or wrongful discharge ("Plaintiff's Release"). Plaintiff's Release does not extend to (i) any claims or actions to enforce this Agreement, (ii) claims for unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits or (iii) claims which, by law, cannot be released. All other claims are hereby released by Plaintiff. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff further acknowledges that to the extent that he claims that he is owed any wages, interest or penalties, Defendant denies such claims, and thus there is a bona fide dispute between Defendant and Plaintiff as to whether Plaintiff is owed any wages, interest or penalties. Plaintiff understands that his general release herein includes a release of any and all claims for allegedly unpaid wages, interest or penalties." (**Ex. 1 §** 5.1).

This release also includes a 1542 waiver, but only on behalf of Plaintiff and not Class members. (**Ex. 1 §** 5.2).

J. <u>Release by Participating Class Members.</u>

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims pled or which could have been pled in the Action and all claims asserted in the LWDA notice, whether known or unknown, for violations of the California Labor Code and Business and Professions Code, or are reasonably related to the allegations made at any time in this Action during the Class Period, including any claims for a violation of the California Wage Orders and California Labor Code, including but not limited to, California Labor Code sections 201-204, 210, 218, 218.5, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698-2699.6, and 2802, California Civil Code section 3336, and Business and Professions Code sections 17200, et seq. (**Ex. 1 §** 5.3).

K. <u>Release by Aggrieved Employees.</u>

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged or reasonably could have been alleged, based on the facts stated in the Action and the LWDA Notice, whether known or unknown, for violations of the California Labor Code or which are reasonably related to the allegations made at any time in this Action during the PAGA Period, including any claims for a violation of the California Wage Orders and California Labor Code, including but not limited to, California Labor Code sections 201-204, 210, 218, 218.5, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698-2699.6. (**Ex. 1 §** 5.4).

L. <u>Release Date</u>

The Effective release date in the settlement agreement is defined to mean the date by when both of the following have occurred: (a) the Court issues an Order Approving the Settlement ("Final Approval Order") and (b) the Court enters a Judgment on its Order Approving the Settlement. The Judgment is final on the day the Court enters such Judgment. (**Ex. 1 §** 1.19).

IV. <u>SETTLEMENT ADMINISTRATION AND NOTICE PROCEDURES</u>

ILYM Group, Inc. will manage all settlement administration tasks, including mailing class notices, processing opt-outs and objections, and distributing settlement payments. Notices will explain class members' rights, the claims released by the settlement, the timing and method for submitting claims, and instructions for contesting the settlement if desired. (Acherman Decl. ¶ 17; **Ex. 1 §** 7.1).

A. <u>Proposed Form of Notice to the Class</u>

<u>Notice of Settlement:</u> Within thirty (30) days after the Effective Date, Defendant will

provide the Settlement Administrator with the Class Members' names, last-known mailing address, Social Security Number, and the number of workweeks that the Class Member worked during the Class Period and the number of pay periods each Aggrieved Employee worked during the PAGA period. No later than fourteen (14) days of receipt of the Class Data, the Settlement Administrator shall mail the Notice Packet to the Class Members, in English and Spanish via first class regular U.S. mail (**Ex. 1 §** 4).

The proposed notice of settlement is intended to effectively reach the class based on their contact information provided to Defendant during their employment and by way of returned Notice Packets or of a "skip trace." (**Ex. 1 §** 1.6). No later than seven (7) days after the Administrator's receipt of any Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (**Ex. 1 §** 4.5). The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice. Aggrieved Employees do not have the option to opt-out of the PAGA Settlement. (See also **Ex. 1 §** 7.4).

The proposed notice of settlement will be sent in plain language and explain the nature of the Litigation, a summary of the substance of the Settlement, the Class definition, the formula to calculate a Class Member's Individual Settlement Payment, the deadline to submit an objection to the Class Settlement or a request for exclusion from the class portion of the Settlement and/or to dispute the basis for a Class Member's estimated Individual Class Settlement Payment, and the date, time and place for the Final Approval Hearing. (Acherman Decl. ¶ 18; **Ex. 1 §** 7.4)

<u>Request for Exclusion:</u> Class Members who wish to exclude themselves (opt-out) from the Class Settlement must send the Administrator, by fax, or mail, a signed written Request for Exclusion

not later than forty-five (45) days after the Administrator initially mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and telephone number. To be valid, a Request for Exclusion must be timely faxed, or postmarked by the Response Deadline. (**Ex. 1 §** 7.5)

Objections: Any Class Member wishing to object to the approval of this settlement shall inform the Settlement Administrator in writing of his or her intent to object within 45 days of mailing of the class notice (**Ex. 1 §** 7.7). Class members may object to the proposed settlement in writing or object orally at the Final Approval Hearing, provided they notify the Court of their intention to appear. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number, (b) be either mailed to the court clerk or filed in-person, (c) be mailed to the law firms identified (d) be filed and postmarked at least 30 days before the Final Approval Hearing. (**Ex. 1 §** 7.7). Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

V. TAX CONSEQUENCES OF SETTLEMENT PAYMENTS[2]

For purposes of final approval, it is important that the Court understand the tax treatment of each component of the Settlement Fund and ensure class members receive the necessary information to comply with federal and state tax obligations.

For Participating Class Members, thirty percent (30%) of each individual settlement payment will be allocated to the settlement of wage claims and seventy percent (70%) will be allocated to the settlement of claims for non-wages, interest and penalties.

Amounts allocated for alleged unpaid wages, meal and rest-period premiums, overtime compensation, and unreimbursed business expenses are treated as wages under federal law. These payments are subject to federal income tax withholding and FICA (Social Security and Medicare) contributions and will be reported to recipients on IRS Form W-2. Class members should anticipate that these portions of their awards will be reduced by standard employee side payroll tax withholding

[2] See Exhibit A of the Settlement Agreement included with the Declaration o Saul Acherman in Support of this Motion.

before distribution.

Non-wage statutory penalties—such as those for alleged missed meal or rest breaks, inaccuracies in wage statements, and waiting time penalties—along with any interest component, will be distributed as non-wage income. These amounts are taxable to recipients but are not subject to payroll tax withholding. Such distributions will be reported on IRS Form 1099-MISC, while any interest paid as part of the settlement will be separately reported on IRS Form 1099-INT. Recipients are responsible for including these amounts on their individual income tax returns.

With respect to PAGA penalties, 75 percent of the total civil penalties are remitted to the California Labor and Workforce Development Agency and are not distributed to class members. The remaining 25 percent, paid directly to aggrieved employees, likewise constitutes non-wage income. These payments will be reported on IRS Form 1099-MISC and are subject to income tax but not to FICA withholding.

The service award to Named Plaintiff Thomas Gomez is similarly taxable as non-wage income. That award will be reported on IRS Form 1099-MISC, with Mr. Gomez responsible for reporting and remitting any tax due. No payroll tax withholding will apply to this award.

Finally, attorney fees and litigation costs awarded to Jafari Law Group, Inc. will be paid directly from the Settlement Fund to counsel and do not flow through to class members. As such, these disbursements have no tax impact on individual recipients. Counsel will comply with all IRS reporting requirements for any reimbursed costs or fee awards, issuing Forms 1099-MISC or equivalent as appropriate. (Acherman Decl. ¶ 19).

Each class member will receive a personalized tax-reporting statement that clearly delineates wage versus non-wage components of their settlement share. This statement will enable accurate reporting on both federal and state tax returns and help ensure compliance with all applicable tax rules. (Acherman Decl. ¶ 20).

VI. **ENHANCEMENT/SERVICE AWARD**

Plaintiff and Class Counsel will request, and Defendant agrees not to oppose, payment from the Class Settlement Amount of $10,000 to Plaintiff as a service payment (Acherman Decl. ¶ 21). The named Plaintiff is entitled to an enhancement award for his service as Class Representative and the risks assumed in that role. Enhancement awards in wage and hour class and PAGA cases typically range from $5,000 to $40,000, and sometimes higher for multiple representatives (see, e.g., *Munoz v. BCI Coca-Cola Bottling Co.,* (2010) 186 Cal.App.4th 399.412). Here, the requested $10,000 award represents approximately 1.33% of the gross settlement, a modest and reasonable enhancement given Plaintiff's substantial contributions: retaining counsel, providing detailed factual support, participating in strategy meetings, aiding in data analysis, helping identify witnesses that were interviewed, participating in mediation, and approving the settlement on behalf of the entire class. (Acherman Decl. ¶ 21).

VII. ARGUMENT IN FAVOR OF PRELIMINARY APPROVAL

A. The Proposed Settlement Meets the Standards for Preliminary Approval

Rule 3.769 of the California Rules of Court requires court approval for class and PAGA action settlements. "Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement." (Cal. Rules of Court, rule 3.769(g).) Courts act within their discretion in approving settlements which are fair, not collusive, and take into account "all the normal perils of litigation as well as the additional uncertainties inherent in complex class actions" (*In re Beef Industry Antitrust Litigation (5th Cir. 1979*) 607 F.2d 167, 179*, cert. den. sub. Nom. Iowa Beef Processors, Inc v. Meat Price Investigators Ass'n* (1981) 452 U.S. 9.

The purpose of the preliminary evaluation of class action settlements is to determine only whether the proposed settlement is within the *range of reasonableness* and, therefore, whether notice to the class and the scheduling of a formal fairness hearing are warranted *(Wershba v. Apple Computer. Inc.*, (2001) 91 Cal.App.4th 224, 234-35; Newberg on Class Actions (4th Ed.) §11:25.) Courts have broad powers to determine whether a proposed settlement is fair under the circumstances of the case. (*Wershba,* 91 Cal.App.4th at 234-35; *Mallick v. Superior Court* (1979) 89 Cal.App.3d 434, 438). In evaluating preliminary approval, courts must consider several relevant factors, including "the strength of the 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, [and] the experience and views of counsel…" (*Dunk v. Ford Motor Co.,* (1996) 48 Cal.App.4th

1794, 1801.) "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." (*Wershba*, 91 Cal.App.4th at 245.) Furthermore, 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, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Hanlon v. Chrysler Corp.,* (9th Cir. 1998) 150 F.3d 1011, 1027.)

A proposed class action settlement is presumed fair under the following circumstances: (1) the parties reached settlement after arms-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation, and (4) the percentage of objections is small. (*Dunk v. Ford Motor Co.*, 48 Cal. App.4th at 1802.) The Declaration of Saul Acherman demonstrates that the proposed settlement was the product of serious, informed, and non-collusive negotiations and demonstrates counsel's extensive experience in both employment law as well as class action litigation.

B. The settlement is the result of serious, informed, and non-collusive negotiations.

The proposed settlement was reached as a result of arm's-length negotiations facilitated by an experienced mediator following significant investigation of the facts and law during and in preparation for mediation. (Acherman Decl. ¶ 23). The settlement negotiations were at all times adversarial and non-collusive in nature. *Id*. Indeed, continued good-faith but occasionally contentious negotiations were required to ultimately reach an agreement following a successful full-day mediation with respected class action mediator Steve Pearl, Esq. *Id*.

While Plaintiff and Class Counsel believe in the merits of his case, they also recognizes the inherent risks of litigation and understand the benefit of the Class receiving settlement funds immediately as opposed to delaying payment or risking: an unfavorable decision on summary adjudication/judgment, motion for class certification, at trial, or the damages actually awarded, or appeal; all of which have potential to eliminate relief for class members.

C. The extent of the information provided through informal discovery and the stage of the proceedings support the settlement.

As described above, the Parties thoroughly investigated and evaluated the factual strengths and weaknesses of this case before reaching the proposed settlement and engaged in sufficient investigation and discovery as referenced above, to support the settlement. (Acherman Decl. ¶ 24). Each side agreed to the informal production of discovery and production of relevant declarations to fully inform the parties of potential liability and strength of Plaintiff's claims. *Id*. Such discovery and investigation in this included investigation and research of relevant legal principles for liability and certification and production and analysis of the documents and data produced. *Id*. There have also been conferences and communications between the representatives of the Parties related to this primary issue. *Id*. Counsel for the Parties have investigated the law as applied to the facts regarding the alleged claims and potential defenses thereto, and the potential damages claimed, including the review of class information produced by Defendant to Class Counsel for the purposes of litigation and mediation. *Id*.

The settlement came only after the case was fully investigated by counsel, as set forth above. This litigation, therefore, had reached the stage where "the Parties certainly have a clearer view of the strengths and weaknesses of their cases" sufficient to support the Settlement. *(Boyd v. Bechtel Corp.* (N.D. Cal. 1979) 485 F. Supp. 610, 617.).

D. Plaintiff's counsel is experienced in similar litigation.

Experienced counsel, operating at arms-length, have weighed the strengths of the case and examined all of the issues and risks of litigation and endorse the proposed settlement. The view of the attorneys actively conducting the litigation "is entitled to significant weight" in deciding whether to approve the settlement. (*Fisher Bros. v. Cambridge Lee Industries, Inc.* (E.D. Pa. 1985) 630 F. Supp. 482,488; Ellis v. *Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, *affd.* 661 F. 2d 939 (9th Cir. 1981); *Boyd,* 485 F. Supp. At 617.).

The Plaintiff's and Defendant's counsel are experienced in employment, wage and hour and class action matters. Jafari Law Group, Inc. is well regarded as a firm that handles employment matters - both individual and class. (Acherman Decl. ¶ 3; see also Declaration of David

Jafari "Jafari Decl." ¶¶ 3 – 6). Jafari Law Group, Inc. has been approved as class counsel in numerous actions. *Id.* Duane Morris LLP is also well-regarded as a firm that defends employment matters (both individual and class). Jafari Decl. ¶ 7. In short, Class Counsel are experienced and qualified to evaluate the class claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the visibility of the defenses. Based on the data and documents exchanged between the Parties, this is a fair and reasonable settlement in light of the complexities of the case, the state of the law and uncertainties of litigation and trial, and the benefit the settlement confers on the class. Given the risks inherent in litigation, in class certification proceedings, and in the defenses asserted, this settlement is fair, adequate, and reasonable and in the best interests of the class. (Acherman Decl. ¶ 25; Jafari Decl. ¶ 2 - 11).

E. <u>The settlement is fair and reasonable based on the strengths of Plaintiff's case and the risks and costs of further litigation.</u>

Plaintiff and his counsel have concluded it was reasonable to enter into the proposed Settlement. Defendant has have contested and continue to contest liability for the claims asserted in the action. In the interests of litigation costs savings and to avoid further disruption caused by this litigation, Defendant agreed to the proposed settlement. (Acherman Decl. ¶ 25).

There are significant legal uncertainties associated with cases such as this as they can be factually complex and require protracted litigation to resolve. A settlement is not judged solely against what might have been recovered had plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242; *Wershba,* 91 Cal.App.4th at 246-250; *Rebney v. Wells Fargo Bank* (1990) 220 Cal. App. 3d 1117, 1139.) Instead, "[c]ompromise is inherent and necessary in the settlement process…even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation" (*Wershba*, 91 Cal.App.4th at 250.)

VIII. <u>THE PROPOSED SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS.</u>

To evaluate a settlement, the trial court must receive "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" (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 133.) However, the record need not contain an explicit statement of the maximum theoretical recovery:

> "Greenwell misunderstands *Kullar*, apparently interpreting it to require the record in all cases to contain evidence in the form of an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims – a number which appears nowhere in the record of this case. But Kullar does not, as Greenwall claims, require any such explicit statement of value; it requires a record which allows "an understanding of the amount that is in controversy and the realistic ranges of outcomes of the litigation."

(Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles. 186 Cal.App.4th at 409.)

To assist the Court with determining if the proposed settlement is within a range that is fair, reasonable, and adequate, Plaintiff's counsel analyzed the value of pleaded class allegations. As stated above, the settlement was reached only after exchanging discovery prior to mediation and conducting legal analyses of both Plaintiff and Defendant's theories (Acherman Decl. ¶ 26):

<u>Meal Period Violations</u>: Plaintiff alleged that Defendant failed to provide second meal periods for 12+ hour shifts and failed to provide compliant first meal periods (e.g., breaks under 30 minutes, or after the 5th hour). Plaintiff estimated approximately $668,959.74 in missed second meals and $165,911.26 in shortened first meals, with total meal premiums at $833,871.00.

Defendant claimed that company policies provided for proper meal breaks so if an employee took it late or failed to take a meal break, it was their choice and they had waived the right to take either a timely meal or a meal break at all. Defendant argued that it had a policy of paying employees meal break premium wages if an employee could not take a break due to reasons which were not the employees' choice. (Acherman Decl. ¶ 26a).

<u>Rest Break Violations:</u> Plaintiff alleges that Defendant did not authorize or permit rest breaks during shifts over 3.5, 6, or 10 hours, and failed to provide third rest breaks for 12-hour shifts. No policy was in place for rest break premiums. Plaintiff estimated approximately $668,

959.74 in missed rest break premiums and $271,870.40 for wages for rest time worked, totaling $940,830.14 in total rest break damages.

Defendant claimed that company policies provided for proper rest breaks so if an employee took it late or failed to take a rest break, it was their choice and they had waived the right to take either a timely rest or a rest break at all. Defendant argued that it had a policy of paying employees rest break premium wages if an employee could not take a break due to reasons that were not the employees' choice. (Acherman Decl. ¶ 26b).

Inaccurate Wage Statements (Labor Code §226): Plaintiff alleges that wage statements were inaccurate due to missing meal/rest premiums and other wage violations. Plaintiff estimated $305,450.00 in penalties (based on actual shifts with violations; capped at $4,000 per employee).

Because this claim was derivative, it was subject to the defenses to the claims alleged above. In addition, Defendant also argued that Plaintiff could not demonstrate that the Defendant knowingly and intentionally provided employees with inaccurate wage statements. (Acherman Decl. ¶ 26c).

Waiting Time Penalties (Labor Code §203): Plaintiff alleged that Defendant failed to timely pay all final wages to former employees who were not provided with lawful meal/rest breaks. Plaintiff estimated (based on known terminations during the "Provided Period" only) $183,723.00 in penalties. Defendant asserted Plaintiff could not show Defendant willfully withheld owed wages in the manner intended to be protected by the Labor Code. (Acherman Decl. ¶ 26d).

Overtime: Plaintiff alleged that Defendant failed to pay all overtime wages due; however, the data showed payroll data that included check numbers, gross pay, take home pay, regular hours worked, overtime hours worked, double-time hours worked, total hours worked, regular pay, overtime pay, tax withholdings and other deductions, and rate of pay (that was discernable from the data). Accordingly, there appeared to be insufficient evidence supporting a failure to pay overtime, and this Plaintiff did not allocate a nominal value to this claim. (Acherman Decl. ¶ 26e).

Regular Rate: Plaintiff alleged that Defendant did not pay overtime, double time, meal and rest break premiums, and other wages based on the regular rate of pay. After review of the data, Plaintiff was unable to identify any non-discretionary bonuses earned in the same pay period as overtime, and/or a meal or rest break premium payment, that were not included in the regular rate of pay and thus Plaintiff has attributed no value to this claim. (Acherman Decl. ¶ 26f).

Reimbursement: Plaintiff alleged that Defendant failed to reimburse him and putative class members for laundering of work clothes, gas, car maintenance, and the use of their personal cell phones for business use. After investigation, Plaintiff discovered that Defendant contracts with a third-party vendor, Cintas, to provide laundering of employees' uniforms cost-free to employees and that Defendant's non-exempt manufacturing employees also are not required to travel for business and therefore would not need to expend gas costs or be reimbursed for car maintenance. Defendant also argued that it had a policy set forth in its Good Manufacturing Practices (GMPs).that employees are prohibited from using their personal cell phone for work use. Thus, Plaintiff has attributed no value to this claim. (Acherman Decl. ¶ 26g).

Arbitration Agreements: Defendant further argued that most of its employees, including all newly hired employees, signed an arbitration agreement with a class action waiver which, Defendant contends, would significantly limit the size of the any certifiable class, if any claims could be certified. (Acherman Decl. ¶ 26h).

As such, Defendant's maximum potential exposure—excluding PAGA—was approximately $2,263,874.14. The case settled for $750,000, which represents approximately 33.13% of the potential recovery for class-wide damages alone. Including PAGA penalties, exposure increases to over $4.5 million, and the $750,000 settlement represents approximately 16.33% of the combined class and PAGA exposure. (Acherman Decl. ¶ 27).

However, had Plaintiff continued litigating this matter, Class Members potentially could have received essentially nothing if the Court had favored Defendant's arguments—particularly given the risks and volatility inherent in wage and hour litigation, the existence of arbitration agreements, the evolving case law on meal and rest break policies, and Defendant's asserted defenses. In light of these risks, Plaintiff's decision to resolve the action at this juncture was made in the best interest of the Class Members. The Class Settlement Amount is reasonable given the procedural posture of the case, the legal uncertainties at issue, and the factual disputes regarding

Defendant's policies and compliance.

Plaintiffs' Counsel is convinced that the proposed settlement is in the best interest of the Class based on the data exchanged during informal discovery, the evidentiary record developed to date, and counsel's detailed understanding of the legal and factual issues in the case. The risks associated with class certification, a potential motion for summary adjudication, trial, and appeal—all of which could substantially delay or impair recovery—were carefully weighed in reaching the proposed settlement. In addition, the affirmative defenses asserted by Defendant, the prospect of a potential adverse summary adjudication ruling, uncertainty on certification issues, the difficulties of complex litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered by Class Counsel in agreeing to the proposed settlement. (Acherman Decl. ¶¶ 23 – 27).

The proposed settlement delivers meaningful value to Class Members. If the Court approves the proposed deductions for attorneys' fees and costs, the LWDA allocation, the service award, and administration costs, Plaintiffs estimate that Class Members will receive an average payment of approximately $2,527. This is a fair and reasonable result. (Acherman Decl. ¶ 28).

Based on the nature of wage and hour cases, the actual unpaid wages are substantial for each individual class member. The settlement is fair and reasonable and will allow the employees, many of them current employees, to receive a portion of their unpaid wages without risk of retaliation or having to file their own action, find an attorney, participate in the action, or incur the risk of costs if the action is unsuccessful. (Acherman Decl. ¶ 29).

IX. THE COURT SHOULD CERTIFY THE CLASS FOR SETTLEMENT PURPOSES

The Court is authorized to certify a provisional settlement class following a preliminary approval hearing. (Cal. Rules of Court, Rule 3.769(d).). For settlement purposes, courts apply a more flexible standard for class certification than they would in a litigation context. (*Global Minerals & Metals Corp. v. Superior Court* (2003) 113 Cal.App.4th 836, 859.) This is because a trial is not anticipated and the procedural concerns that might otherwise defeat certification – such as manageability – are less significant. (*See also 7-Eleven Owners for Fair Franchising v.*

Southland Corp., (2000) 85 Cal.App.4th 1135, 1161-1162.) Accordingly, Plaintiff respectfully requests that the Court provisionally certify the Settlement Class for settlement purposes only.

The requirements under California Code of Civil Procedure Section 382 are all met for the purposes of certifying this case for settlement purposes (Acherman Decl. ¶ 31):

A. The Class is Ascertainable and Sufficiently Numerous

- **Numerosity:** The Settlement Class consists of approximately 150 non-exempt hourly employees who worked for Lassonde Pappas at its Ontario, California facility during the Class Period. Joinder of all class members into a single action would be impracticable and inefficient. (Acherman Decl. ¶ 31a).
- **Ascertainability:** The Settlement Class is readily identifiable based on Defendant's payroll and timekeeping records. These records include data regarding clock-in/clock-out times, length of shifts, compensation, and wage statement history. (Acherman Decl. ¶ 31b).
- **Typicality:** Plaintiff Thomas Gomez's claims are typical of those of the proposed class. Like other class members, Plaintiff routinely worked shifts exceeding 8 and 12 hours without being provided with lawful second meal periods or full rest breaks, was not properly reimbursed for expenses, and received inaccurate wage statements. His claims arise from the same alleged policies and practices that impacted the class as a whole. (Acherman Decl. ¶ 31c).
- **Adequacy:** Plaintiff has diligently participated in the litigation, understands his obligations to the class, and has no conflicts with other class members. Proposed class counsel are experienced wage-and-hour litigators who have actively investigated the claims, conducted data analysis, and advocated for a fair resolution. (Acherman Decl. ¶ 31d).

B. A Community of Interest Exists Among Settlement Class Members

1. Common Questions of Law and Fact Predominate

The case presents predominant common questions of law and fact, including:

1. Whether Defendant paid all wages, including minimum and overtime to employees;
2. Whether Defendant paid all wages at the proper rates;
3. Whether Defendant provided a first meal break at or before the employee's fifth hour

of work;

4. Whether Defendant failed to provide lawful second meal breaks for employees working shifts over 10 or 12 hours;

5. Whether Defendant failed to authorize and permit rest breaks;

6. Whether Defendant failed to issue accurate itemized wage statements;

7. Whether Defendant timely paid wages during employment and upon termination;

8. Whether Defendant failed to reimburse business expenses allegedly incurred by employees in connection with their employment with Defendant;

9. Whether such conduct violated applicable provisions of the California Labor Code and gave rise to civil penalties under PAGA;

10. Whether employees are entitled to restitution, penalties, and interest.

(Acherman Decl. ¶ 32).

As documented in Plaintiffs' analysis, employees collectively worked approximately 6,548 pay periods during the PAGA period alone (October 12, 2022, through April 14, 2025), and a significant majority of these shifts involved alleged violations of meal and rest break laws and wage statement requirements, according to Plaintiff's analysis of the data. (Acherman Decl. ¶ 33).

C. <u>Plaintiff's Claims are Typical of the Class Claims</u>

Plaintiff Thomas Gomez's claims are typical of those of the proposed class. Like other class members, Plaintiff alleges that he routinely worked shifts exceeding 8 and 12 hours without being provided with lawful second meal periods or full rest breaks, was not properly reimbursed for expenses, received inaccurate wage statements, and was not timely paid wages, among other violations as alleged in his LWDA Notice and operative Complaint. His claims arise from the same alleged policies and practices that impacted the class as a whole. (Acherman Decl. ¶ 34).

D. <u>Plaintiff and Counsel Will Adequately Represent the Class</u>

Plaintiff has diligently participated in the litigation, understands his obligations to the class, and has no conflicts with other class members. Proposed class counsel are experienced wage-and hour litigators who have actively investigated the claims, conducted extensive data analysis, and advocated for a fair resolution. (Acherman Decl. ¶¶ 3, 7, 9, 22, 24 – 28).

E. <u>This Class Action is a Superior Method of Adjudication</u>

Class treatment is a superior method for resolving these claims. Many class members are low-wage hourly employees who would be unlikely to pursue individual actions. (Acherman Decl. ¶ 35). Furthermore, the majority of the putative class members signed arbitration agreements with class action waivers, which would have required them to individually litigate their claims. (Acherman Decl. ¶ 36). Additionally, because some class members are still employed by Defendant (Acherman Decl. ¶ 37), the risk of retaliation or fear of reprisal discourages individual claims.

Accordingly, a class action ensures efficiency, promotes access to justice, and avoids duplicative litigation over the same core issues.

X. <u>SETTLEMENT OF PAGA PENALTIES IS REASONABLE</u>

Based on the available data and extrapolated findings, estimated class damages exceed $2.2 million, with potential PAGA exposure ranging between $1.4 million and $7.2 million. Class certification for settlement purposes is therefore appropriate and warranted. (Acherman Decl. ¶¶ 14 – 15, 27). The settlement figure, while modest in relation to the potential of $1.4 million to $7.2 million PAGA exposure, reasonably reflects the risks of litigation and the early procedural stage of the case. The compromise serves the greater public interest by providing fair and meaningful relief to aggrieved employees.

XI. <u>THE PROPOSED CLASS NOTICE AND ADMINISTRATION PLAN ARE APPROPRIATE</u>

The proposed Notice of Class Action Settlement is clear, informative, and complies with California Rules of Court, rule 3.766(d). It outlines the nature of the action, the key settlement terms, the scope of the release, estimated settlement payments, deadlines to object or opt out, and the final approval hearing date.

The parties have agreed to appoint ILYM Group, Inc., an experienced and well-regarded third-party settlement administrator, to implement the notice and administration plan. Defendant will provide ILYM Group with the Class Data, as explained above. ILYM will mail the Notice

Packet, and re-mail any returned notices to maximize reach and accuracy.

The plan includes simple procedures for class members to object or opt out, and no claim form is required to receive payment. Settlement shares will be calculated automatically based on the Class Data, ensuring fair and proportional allocation of the net settlement fund.

Accordingly, the proposed notice and administration plan are reasonable, efficient, and should be approved by the Court.

XII. <u>THE REQUESTED ATTORNEYS' FEES, COSTS, AND SERVICE AWARD ARE REASONABLE</u>

Plaintiffs' counsel will seek attorneys' fees in the amount of $250,000, or one-third (33⅓%) of the $750,000 gross settlement fund. This request is reasonable and well within the range commonly approved in wage-and-hour class and PAGA settlements under the percentage-of-the-fund method. (Acherman Decl. ¶ 30).

Under California law, courts may award attorneys' fees from a common fund using the percentage method, which calculates the fee as a proportionate share of the total settlement recovery. (*See Lafitte v. Robert Half Int'l, Inc*. (2016) 1 Cal.5th 480, 489.) This method is particularly appropriate here where counsel prosecuted the case on a contingency basis and secured a meaningful recovery for the class early in litigation. The requested one-third fee aligns with numerous California decisions approving fee awards of 30–40% in class actions involving settlements under $10 million. (*See, e.g., Roos v. Honeywell Int'l, Inc*., (2015) 241 Cal.App.4th 1472, 1496; *Miller v. CEVA Logistics USA, Inc*., (E.D. Cal. 2015) 2015 WL 4730176, at *8.)

Plaintiffs' counsel undertook significant work investigating claims, retaining experts, analyzing payroll data, and preparing a detailed mediation brief without any compensation, advancing all litigation costs and bearing the full risk of non-payment.

In addition, counsel will request reimbursement for reasonable litigation costs incurred to date. These include expert analysis of time and payroll records, mediation fees, and related case expenses—all necessary to evaluate exposure and reach settlement.

Finally, Plaintiff Thomas Gomez will seek a modest service award recognizing his time, effort, and risk in representing the class. Mr. Gomez actively participated in the case, provided factual support, and assisted counsel throughout the process.

In sum, the requested attorneys' fees, litigation costs, and service award are fair, customary, and fully justified by the results achieved and the risks undertaken.

<u>VII. CONCLUSION</u>

The settlement is comfortably within the range of acceptable settlements and provides appropriate monetary relief to both the Class Members and the aggrieved employees under PAGA. Plaintiff respectfully requests that the Court certify the class for settlement purposes, conditionally appoint Jafari Law Group as Class Counsel and Named Plaintiff as Class Representative, appoint ILYM Group, Inc. as Settlement Administrator, grant preliminary approval of the settlement terms and notice process, order the issuance of notice, and set a date for the final fairness hearing, as set forth in the accompanying proposed order.

Respectfully submitted,

JAFARI LAW GROUP, INC.

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