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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JOHN PRICE, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

FORT POINT BEER COMPANY; and DOES 1
through 25, inclusive,

Defendants.

Case No. CGC-23-610592
[Consolidated with Case No. CGC-24-611779]

Honorable Jeffrey S. Ross
Department 613

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

Date: May 22, 2026
Time: 11:00 a.m.
Dept.: 613

Complaint Filed: November 21, 2023
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE THAT** on **May 22, 2026 at 11:00 a.m.** in Department 613 of the
3 above-captioned Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco,
4 California 94102, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the
5 California Rules of Court, and California Labor Code section 2699(1), John Price (“Plaintiff”) will and
6 hereby does move the Court for an Order granting final approval of the proposed class action and
7 Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*
8 (“PAGA”) settlement between Plaintiff and Defendant Fort Point Beer Company (“Defendant”).

9 Plaintiff requests that the Court enter an Order:

- 10 1. Granting final approval of the class action and PAGA settlement;
- 11 2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set
12 forth in the Court-approved Joint Stipulation of Class Action and PAGA Settlement and Amendment
13 No. 1 to the Joint Stipulation of Class Action and PAGA Settlement (together, “Settlement
14 Agreement” or “Settlement”), including the Gross Settlement Amount of Three Hundred Twenty-Five
15 Thousand Dollars and Zero Cents (\$325,000.00) equal to the amounts to pay (1) the Settlement Class
16 Members and PAGA Employees pursuant to the terms of the Settlement; (2) the Court-approved
17 Attorneys’ Fees and Costs; (3) the Court-approved Enhancement Payment; (4) the Court-approved
18 Settlement Administration Costs; and (5) the Court-approved payment to the California Labor and
19 Workforce Development Agency (“LWDA”) pursuant to PAGA;
- 20 3. Approving the Settlement Administration Costs to Apex Class Action LLC in the
21 amount of Six Thousand Four Hundred Ninety Dollars and Zero Cents (\$6,490.00); and
- 22 8. Approving Twelve Thousand Seven Hundred Fifty Dollars and Zero Cents
23 (\$12,750.00) to be paid to the LWDA as seventy-five percent (75%) of the Seventeen Thousand
24 Dollars and Zero Cents (\$17,000.00) allocated to civil penalties under PAGA.

25 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which requires
26 approval by the Court of a class action settlement.

This Motion is based on the following Memorandum of Points and Authorities, the Settlement Agreement, the Declarations of Class Counsel (Lizeth Marin), the Class Representative (John Price), and the Settlement Administrator (Norma Ayala on behalf of Apex Class Action LLC), the pleadings and other records on file with the Court in this matter, and such evidence or oral argument as may be presented at the hearing on this Motion.

Respectfully submitted,

Dated: April 22, 2026

BLACKSTONE LAW, APC

By: Lizeth Marin
 Alexandra Rose
 Lizeth Marin
 Attorneys for Plaintiff John Price
 and the Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff John Price (“Plaintiff” or “Class Representative”) seeks final approval of the class
4 action settlement reached with Defendant Fort Point Beer Company (“Defendant”) (together, with
5 Plaintiff, the “Parties”). Subject to Court approval, the Parties have entered into the Joint Stipulation
6 of Class Action and PAGA Settlement (“Settlement Agreement”) and Amendment No. 1 to the Joint
7 Stipulation of Class Action and PAGA Settlement (“Amendment”) (together, the “Settlement”) for a
8 total amount of Three Hundred Twenty Five Thousand Dollars and Zero Cents (\$325,000.00) (“Gross
9 Settlement Amount”). (See Declaration of Lizeth Marin in Support of Plaintiff’s Motion for Final
10 Approval of Class Action and PAGA Settlement [“Marin Decl.”], ¶ 10 and 13, Exh. 1 and Exh. 2).

11 The Court conditionally certified, for settlement purposes only, the Class defined as: “All
12 current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State
13 of California at any time during the Class Period” (“Class” or “Class Member(s)”). (Settlement
14 Agreement, ¶ 10.b; Marin Decl., ¶ 16). The “Class Period” is defined as the period from November
15 21, 2019 through August 27, 2025. (Settlement Agreement, ¶ 10.f; Marin Decl., ¶ 16). The
16 “Settlement Class” or “Settlement Class Member(s)” consist of all Class Members who do not submit
17 a timely and valid Request for Exclusion. (Settlement Agreement, ¶ 10.mm; Rose Decl., ¶ 16). The
18 “PAGA Employee(s)” consist of “all current and former hourly-paid and/or non-exempt employees
19 who worked for Defendant in the State of California at any time during the PAGA Period.”
20 (Settlement Agreement, ¶ 10.y; Marin Decl., ¶ 16). The “PAGA Period” is defined as the period from
21 November 14, 2022 through August 27, 2025. (Settlement Agreement, ¶ 10.aa; Rose Decl., ¶ 16).

22 As discussed herein, the proposed Settlement satisfies all the criteria for final settlement
23 approval under California law because it is fair, adequate, and reasonable. (Marin Decl., Exh. 1 and
24 Exh. 2; See also, *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford*
25 *Motor Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement
26 confirms that final settlement approval is appropriate. *There have been no objections and no requests*
27 *to opt-out from the Class Settlement.* (Declaration of Norma Ayala on Behalf of Apex Class Action
28 LLC Regarding Notice and Settlement Administration [“Apex Decl.”], ¶¶ 10 and 11).

1 Because the Settlement achieves outstanding results for the Settlement Class Members, the
2 PAGA Employees, and the State of California, Plaintiff respectfully requests, on behalf of the Class
3 and without opposition from Defendant, that the Court approve the Settlement as fair, adequate, and
4 reasonable, and enter judgment in accordance with the Settlement's terms.

5 Plaintiff also requests that the Court approve the payment of Six Thousand Four Hundred
6 Ninety Dollars and Zero Cents (\$6,490.00) ("Settlement Administration Costs") to Apex Class Action
7 LLC ("Apex" or "Settlement Administrator") as compensation for its administration services it has
8 and will provide in connection with the Settlement. (*See, generally*, Apex Decl.).

9 II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

10 Defendant is an independent San Francisco beer company, operating in several locations
11 throughout San Francisco. Plaintiff was employed by Defendant as an hourly-paid, non-exempt
12 Server from approximately April 2022 to approximately January 2023. (Declaration of Plaintiff
13 John Price in Support of Motion for Final Approval of Class Action and PAGA Settlement ["Price
14 Decl."], ¶ 2).

15 On November 14, 2023, Plaintiff provided written notice to the California Labor and
16 Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified
17 Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California
18 Labor Code alleged to have been violated by Defendant ("PAGA Letter"). (Marin Decl., ¶ 2).

19 On November 21, 2023, Plaintiff filed a Class Action Complaint ("Operative Class
20 Complaint") in the action entitled *John Price v. Fort Point Beer Company*, San Francisco County
21 Superior Court Case No. CGC-23-610592 ("Class Action"), thereby commencing a putative class
22 action against Defendant. (*Id.*, ¶ 3).

23 On January 19, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private
24 Attorneys General Act, Cal. Labor Code §§ *Et Seq.* ("Operative PAGA Complaint) in the action
25 entitled *John Price v. Fort Point Beer Company*, San Francisco County Superior Court Case No. CGC-
26 24-611779 ("PAGA Action), which alleged one cause of action under the Private Attorneys General
27 Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA") against Defendant.
28 (*Id.*, ¶ 4). Together, the Class Action and PAGA Action are referred to as the "Actions." (*Ibid*).

1 The Operative Class Complaint and Operative PAGA Complaint (together, “Operative
2 Complaint”) allege causes of action for violations of the California Labor Code for failure to pay
3 minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and
4 premium payments in lieu thereof, failure to provide compliant rest periods and premium payments
5 in lieu thereof, failure to timely pay wages during employment, conversion, failure to provide
6 compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse
7 necessary business expenses, for violations of California Business & Professions Code Section 17200,
8 *et seq.*, based on the aforementioned California Labor Code violations, and for civil penalties under
9 PAGA based on the aforementioned California Labor Code violations. (*Id.*, ¶ 5).

10 On September 27, 2024, Plaintiff propounded written formal discovery onto Defendant
11 (specifically, Requests for Admission (Set One), Requests for Production of Documents (Set One),
12 Special Interrogatories (Set One), Form Interrogatories – Employment Law (Set One), and Form
13 Interrogatories – General (Set One)), and noticed the deposition of Defendant’s Person Most
14 Knowledgeable. (*Id.*, ¶ 6).

15 On October 4, 2024, Defendant served its Objections and Responses to Plaintiff Notice of
16 Deposition of Person Most Knowledgeable. (*Id.*, ¶ 7). On November 26, 2024, Defendant responded
17 and served responsive documents to Plaintiff’s written formal discovery (specifically, Requests for
18 Admission (Set One), Requests for Production of Documents (Set One), Special Interrogatories (Set
19 One), Form Interrogatories – Employment Law (Set One), and Form Interrogatories – General (Set
20 One)). (*Ibid.*).

21 On April 6, 2025, the Court consolidated the Class Action and PAGA Action, with the Class
22 Action being designated as the lead case. (*Id.*, ¶ 8).

23 On August 27, 2025, the Parties participated in a formal mediation conducted by Abe Melamed
24 (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour
25 matters, and with the assistance of the Mediator’s evaluations, the Parties were able to reach an
26 agreement to resolve this dispute on a class and representative basis. (*Id.*, ¶ 9). The Parties then
27 worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (*Ibid.*)
28

1 On December 4, 2025, the Parties executed the Settlement Agreement. (*Id.*, ¶ 10 and Exh. 1).

2 On December 5, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and
3 PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking approval
4 of the Settlement Agreement. (*Id.*, ¶ 11).

5 On December 19, 2025, the Court entered an Order Requesting Supplemental Briefing for
6 Plaintiff’s Motion Preliminary Approval (“Order Re Supplemental Briefing”), which raised points of
7 inquiry with regards to the Motion for Preliminary Approval and Settlement Agreement. (*Id.*, ¶ 12).

8 On January 12, 2026, the Parties executed the Amendment. (*Id.*, ¶ 13 and Exh. 2).

9 On January 12, 2026, Plaintiff filed the Supplemental Declaration of Alexandra Rose in
10 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement to
11 address the Court’s Order Re Supplemental Briefing. (*Id.*, ¶ 14).

12 On January 16, 2026, the Court entered the Order Granting Plaintiff’s Motion for Preliminary
13 Approval (“Preliminary Approval Order”), thereby preliminary approving the terms of the Settlement,
14 the Notice of Class Action Settlement (“Class Notice”), and the proposed administration procedures
15 and associated deadlines. (*Id.*, ¶ 15 and Exh. 3).

16 The Parties agree that the Class described herein may be certified for settlement purposes only.
17 If for any reason the Settlement is not approved, the certification will have no force or effect and will
18 immediately be revoked. The Parties further agree that certification for purposes of approving the
19 Settlement is in no way an admission that class certification is proper under the more stringent standard
20 applied for litigation and that evidence of this limited stipulation for settlement purposes only will not
21 be admissible for any purpose in this or any other proceeding.

22 **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

23 The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
24 Complaint for a non-reversionary Gross Settlement Amount of Three Hundred Twenty-Five Thousand
25 Dollars and Zero Cents (\$325,000.00), which is exclusive of employer-side payroll taxes. (Settlement
26 Agreement, ¶ 10.q; Marin Decl., ¶ 18). The Gross Settlement Amount includes: (1) Class Counsel’s
27 fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, equaling One
28 Hundred Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$113,750.00); (2) Class

1 Counsel's actual litigation costs and expenses, in the amount of Twenty-Seven Thousand Two-
2 Hundred Seventy-Two Dollars and Three Cents (\$27,272.03); (3) Settlement Administration Costs in
3 the amount of Six Thousand Four Hundred Ninety Dollars and Zero Cents (\$6,490.00); (4)
4 Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and (5)
5 PAGA Amount in the amount of Seventeen Thousand Dollars and Zero Cents (\$17,000.00).
6 (Settlement Agreement, ¶¶ 10.q, 13, 14, 15, and 16; Marin Decl., ¶ 18). After the above Court-
7 approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members
8 will share in a Net Settlement Amount of approximately One Hundred Fifty Thousand Four-Hundred
9 Eighty-Seven Dollars and Ninety-Seven Cents (\$150,487.97). (Settlement Agreement, ¶ 6.v; Marin
10 Decl., ¶ 18).

11 The Settlement does not require Settlement Class Members to submit claims as a prerequisite
12 to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor
13 does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share
14 of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Settlement
15 Agreement, ¶¶ 10.r, 10.t, and 38; Marin Decl., ¶ 19). Individual Settlement Shares are calculated by
16 the Settlement Administrator by dividing the Net Settlement Amount by the weeks during which each
17 Settlement Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in
18 California during the Class Period ("Workweeks") to yield the "Final Workweek Value," and
19 multiplying each Settlement Class Member's individual Workweeks by the Final Workweek Value.
20 (Settlement Agreement, ¶¶ 10.nn and 18.b; Marin Decl., ¶ 19). Individual PAGA Payments are
21 calculated by the Settlement Administrator by dividing the PAGA Employees' 25% share of the
22 PAGA Amount (\$4,250.00) by the pay periods each PAGA Employee worked for Defendant as an
23 hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods") to
24 yield the "Pay Period Value," and multiplying each PAGA Employee's individual Pay Periods by the
25 Pay Period Value. (Settlement Agreement, ¶¶ 10.cc and 19; Marin Decl., ¶ 19)

26 Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty
27 percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 20; Marin Decl.,
28 ¶ 21). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated

1 to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by
2 the Settlement Administrator. (Settlement Agreement, ¶ 20; Marin Decl., ¶ 21). The Settlement
3 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
4 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
5 net payment of their Individual Settlement Share ("Individual Settlement Payment"). (Settlement
6 Agreement, ¶¶ 10.s and 20; Marin Decl., ¶ 21). The employer taxes will be paid separately and in
7 addition to the Gross Settlement Amount. (Settlement Agreement, ¶ 10.q; Marin Decl., ¶ 21). Each
8 Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be
9 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement
10 Agreement, ¶ 20; Marin Decl., ¶ 21).

11 Each Individual Settlement Payment and Individual PAGA Payment check will be valid and
12 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
13 thereafter, shall be canceled. (Settlement Agreement, ¶ 38; Marin Decl., ¶ 22). Any funds associated
14 with such canceled checks shall be distributed by the Settlement Administrator to the State of
15 California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA
16 Employee. (Settlement Agreement, ¶ 38; Marin Decl., ¶ 22).

17 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
18 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
19 compromised, relinquished, and discharged the Released Parties of any and all claims which were
20 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
21 Class Complaint, arising during the Class Period, which shall specifically include claims for
22 Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest
23 periods and associated premium payments, timely pay wages during employment and upon
24 termination, provide all accrued gratuities, provide accurate wage statements, and reimburse necessary
25 business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210,
26 226(a), 226.7, 350-356, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable
27 Industrial Welfare Commission Wage Order, and California *Business and Professions Code* sections
28 17200, *et seq.* (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶ 10. ff and 39).

1 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all
2 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
3 relinquished, and discharged the Released Parties of any and all claims arising from any of the factual
4 allegations in the PAGA Letter and the Operative PAGA Complaint, arising during the PAGA Period,
5 for civil penalties under the Private Attorneys General Act of 2004, California *Labor Code* Sections
6 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime
7 and minimum wages, provide compliant meal and rest periods and associated premium payments,
8 timely pay wages during employment and upon termination, provide all accrued gratuities, provide
9 compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary
10 business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210,
11 226(a), 226.7, 350-356, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
12 applicable Industrial Welfare Commission Wage Order (collectively, “Released PAGA Claims”).
13 (Amendment, ¶ A; Settlement Agreement, ¶ 10.gg).

14 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
15 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
16 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
17 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
18 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
19 unasserted, arising out of, relating to, or resulting from his employment and/or separation of
20 employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement
21 Agreement, had or claimed to have or may have. (Settlement Agreement, ¶ 41). It is agreed that this
22 is a general release and is to be broadly construed as a release of all claims, provided that,
23 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that
24 cannot be released hereunder by law. (Ibid). Any and all rights granted under any state or federal law
25 or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542
26 of the California *Civil Code*, ARE HEREBY EXPRESSLY WAIVED. (Ibid). Section 1542 of the
27 California *Civil Code* reads as follows:
28

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
2 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
3 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
4 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
5 OR RELEASED PARTY. (Ibid).

6 The “Released Parties” means Defendant and its current and former officers, directors,
7 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id.*, ¶
8 10.hh).

9 IV. THE SETTLEMENT ADMINISTRATION PROCESS

10 Apex has taken all necessary steps to effectuate the notice and settlement administration
11 process, as set forth in the Preliminary Approval Order.

12 On January 16, 2026, Apex received the Court approved text for the Class Notice from Class
13 Counsel. (Apex Decl., ¶ 4).

14 On January 30, 2026, Apex received the class data file from Defendant’s counsel, which
15 contained each Class Member’s full name, last known mailing address, Social Security number, dates
16 worked for Defendant during the Class Period and PAGA Period, and such other information
17 necessary to calculate Workweeks and Pay Periods (collectively, the “Class List”). (*Id.*, ¶ 5). The
18 Class List was uploaded to Apex’s database and checked for duplicates, discrepancies and any
19 potential missing information. (Ibid). The final Class List contained 266 individuals identified as
20 Class Members who worked a total of 9,947.29 Workweeks. (Ibid). The Escalator Clause in this case
21 was not triggered. (Settlement Agreement, ¶ 17; Apex Decl., ¶ 5).

22 As part of the preparation for mailing, all 266 names and addresses contained in the Class List
23 were then processed against the National Change of Address (“NCOA”) database, maintained by the
24 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses
25 of the Class Members before mailing of the Class Notice. (*Id.*, ¶ 6). The NCOA contains requested
26 change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in
27 the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the
28 extent that no updated address was found in the NCOA database, the original address provided by

1 Defendant's counsel was used for the mailing of the Class Notice. (Ibid).

2 On February 13, 2026, the Class Notice was mailed, via U.S. First Class Mail, to all 266
3 individuals contained in the Class List. (*Id.*, ¶ 7). 21 Class Notices were returned to Apex. (*Id.*, ¶ 8).
4 Apex performed a computerized skip trace on the 21 returned Class Notices in an effort acquire
5 updated addresses for the purpose of re-mailing the Class Notice. (Ibid). As a result of this skip trace,
6 18 updated addresses were obtained and the Class Notices were promptly re-mailed to those Class
7 Members, via U.S. First Class Mail. (Ibid). A total of 3 Class Notices have been deemed undeliverable
8 as no updated addresses were found notwithstanding the skip tracing. (*Id.*, ¶ 9).

9 Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the
10 Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute ("Response
11 Deadline"). (Settlement Agreement, ¶ 10.jj). The Response Deadline was March 30, 2026. (Apex
12 Decl., ¶¶ 10-12). The Settlement Administrator did not receive any Requests for Exclusion, Notices
13 of Objection, and/or Disputes. (Ibid). There are a total of 266 Settlement Class Members who worked
14 9,947.29 Workweeks during the Class Period and 71 PAGA Employees who worked 1,736 Pay
15 Periods during the PAGA Period. (*Id.*, ¶¶ 5 and 16).

16 The estimated average gross Individual Settlement Share is \$536.69, the estimated highest
17 gross Individual Settlement Share is \$2,989.24, and the estimated lowest gross Individual Settlement
18 Share is \$8.20; the estimated average Individual PAGA Payment is \$118.75, the estimated highest
19 Individual PAGA Payment is \$168.92, and the estimated lowest Individual PAGA Payment is \$4.90.
20 (*Id.*, ¶¶ 15 and 17).

21 **V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA**

22 On December 5, 2025, Class Counsel submitted a copy of the Settlement Agreement to the
23 LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2).
24 (Marin Decl., ¶ 23). Further, on January 12, 2026, Class Counsel submitted a copy of the Amendment
25 to the LWDA through its online submission portal in compliance with California Labor Code §
26 2699(1)(2). (Ibid). The LWDA has not objected or otherwise responded to the submissions. (Ibid).

VI. EVALUATION OF SETTLEMENT FOR FINAL APPROVAL

A. The Legal Standard for Final Approval

Before granting final approval of a class action settlement, the Court must review the settlement for fairness. (Cal. Rules of Court, rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801). A court must take into account relevant factors, including, for example, the strength of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, and the reaction of the class members to the proposed settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-45; *Dunk*, 48 Cal.App.4th at 1801 ["The list of factors is not exhaustive and should be tailored to each case"]; *Officers for Justice v. Civil Serv. Comm'n* (9th Cir. 1982) 688 F.2d 615, 625). Considering such factors, a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Wershba*, 91 Cal.App.4th at 245; *Dunk*, 48 Cal.App.4th at 1802). "The settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits. [The trial court is not] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (*Officers for Justice, supra*, 688 F.2d at 625).

B. The Settlement Should be Finally Approved

California courts recognize that "a presumption of fairness exists where . . . [a] settlement is reached through arm's-length bargaining." (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties' settlement negotiations were at all times made at arm's-length and were adversarial. (Marin Decl., ¶ 24). The Parties engaged in extensive formal and informal discovery prior to reaching a settlement. (*Id.*, ¶ 25).

C. The Settlement is Fair and Reasonable

Courts typically assess the status of discovery in determining whether a class action settlement agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,

1 Defendant produced a random sampling of putative class members' time and pay records as well as
2 Defendant's relevant wage and hour policies, and information regarding the total number of putative
3 class members, the number of current versus former employees, the total workweeks worked by the
4 putative class members, and the average rate of pay for the putative class members. (Marin Decl., ¶
5 25). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
6 weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiff's investigation was
7 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)
8 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
9 130 ("Dunk/Kullar").

10 Based on the information exchanged, the Parties extensively briefed issues regarding class
11 certification and liability and provided their analyses to the Mediator who helped the Parties debate
12 the strengths and weakness of their respective positions. (Marin Decl., ¶ 26). At all times, Plaintiff
13 was willing and prepared to litigate this matter through class certification and trial if the Parties had
14 been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were
15 conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members
16 of the California State Bar with strong records of vigorous and effective advocacy and are experienced
17 in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had
18 sufficient information and experience to act intelligently in negotiating the Settlement.

19 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
20 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
21 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court
22 must consider "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of
23 further litigation, the risk of maintaining class action status through trial, the amount offered in
24 settlement, the extent of discovery completed and the stage of the proceedings, the experience and
25 views of counsel, the presence of a governmental participant, and the reaction of the class members to
26 the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

27 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal
28 and factual grounds for defending the Actions. Based upon Class Counsel's experience litigating

1 similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class
2 certification and the merits of the Actions absent a settlement.

3 Class Counsel is aware of Defendant's defenses and arguments and has also taken into account
4 the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
5 such litigation, including those involved in class and/or representative adjudication. (Marin Decl., ¶
6 28). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims
7 asserted in the Actions, Defendant's defenses, and the difficulties in establishing entitlement to
8 monetary recovery. (Ibid). Plaintiff has also considered the Parties' settlement discussions, as well
9 as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and
10 employment matters. (Ibid).

11 Defendant denied and continues to deny any liability and wrongdoing of any kind associated
12 with the claims alleged in the Actions and further denies that class certification is appropriate for any
13 purpose other than the Settlement. (*Id.*, ¶ 29). Defendant believes that it would ultimately prevail in
14 the Actions. (Ibid). Defendant proffered defenses to both certification and to the merits of Plaintiff's
15 claims. (Ibid). Defendant contended that Plaintiff's claims are not suitable for class certification
16 because individual issues would predominate should this case go to trial. (Ibid). As with all class
17 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
18 significant risk that the Court may deny class certification. (Ibid).

19 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
20 amount of wages due to each Class Member would be an expensive, time-consuming, and extremely
21 uncertain proposition. (*Id.*, ¶ 30). In order to prove liability and damages, Class Counsel would need
22 to request and analyze thousands of pages of documents, obtain the Class Members' contact
23 information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation
24 of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit
25 against a current employer. (Ibid). On the other hand, Defendant would likely be able to obtain the
26 cooperation of its employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and
27 trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

28 In light of the Parties' respective legal positions and the risks of continued litigation, the Gross

1 Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable.
2 (*Id.*, ¶ 31).

3 **VII. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE**
4 **REASONABLE**

5 In Plaintiff’s Motion for Preliminary Approval, Plaintiff requested, and the Court approved,
6 Settlement Administration Costs not to exceed Seven Thousand Five Hundred Dollars and Zero Cents
7 (\$7,500.00). (Marin Decl., ¶ 32). Apex Class Action LLC is the approved Settlement Administrator.
8 (*Ibid.*). It is an experienced class administrator and has adequately performed the administration tasks
9 required by the Preliminary Approval Order. Apex’s *actual* costs to administer the Settlement are Six
10 Thousand Four Hundred Ninety Dollars and Zero Cents (\$6,490.00). (Apex Decl., ¶ 18 and Exh. B).
11 Based thereon, the requested costs should be approved.

12 **VIII. THE PROPOSED LWDA ALLOCATION IS REASONABLE**

13 Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and
14 approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code
15 § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and
16 should be approved. As part of the Settlement, Defendant has agreed to pay Seventeen Thousand
17 Dollars and Zero Cents (\$17,000.00) to settle the claims of the PAGA Employees brought pursuant to
18 PAGA, of which the payment of Twelve Thousand Seven Hundred Fifty Dollars and Zero Cents
19 (\$12,750.00) (75% of the PAGA Amount) will be paid to the LWDA for education and enforcement
20 purposes. (Marin Decl., ¶ 33).

21 It is extremely common in approved wage and hour class action cases that settle that only a
22 small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to
23 class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
24 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
25 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving
26 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.
27 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a
28 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012
U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA

1 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.
2 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of
3 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*
4 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final
5 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000]]. Like here,
6 in these approved settlements, the parties generally maximized statutory penalties and minimized
7 PAGA penalties to focus on claims to the class members, the persons who actually suffered the
8 California Labor Code violations. (Marin Decl., ¶ 34).

9 **IX. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE**

10 California law vests the Court with broad discretion in fashioning an appropriate notice
11 program. (See California Civil Code § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-
12 74). To protect the rights of absent class members, the parties must provide class members with the
13 best notice practicable of a potential class action settlement. (*Phillips Petroleum Co. v. Shutts* (1985)
14 472 U.S. 797, 811-12; *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-76 [individual notice
15 must be sent to all class members who can be identified through reasonable efforts]; *Mullane v. Central*
16 *Hanover Bank & Garretson Company* (1950) 339 U.S. 306, 314 [best practicable notice is that which
17 is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of
18 the action and afford them an opportunity to present their objections"])). The content and method of
19 the notice should be designed to apprise the class members of the terms of the proposed settlement
20 and of the class members' rights regarding the settlement. (See *Mullane, supra*, 339 U.S. at 314;
21 *Philadelphia Housing Authority v. American Radiator & Standard Sanitary Corp.* (E.D. Pa. 1970) 323
22 F. Supp. 364, 378).

23 The Class Notice approved by the Court met these requirements: it identified the Parties and
24 described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution
25 of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to
26 Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees
27 and Costs to Class Counsel. (Marin Decl., ¶ 35; see also Apex Decl., Exh. A thereto). The Class
28 Notice described the proposed Settlement with enough specificity to allow each Class Member to

1 make an informed choice whether to accept and participate in it. (Ibid). It also explained how and
2 when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class
3 Notice provided the date for the hearing on final approval of the Settlement and informed Class
4 Members how to obtain additional information about the Settlement. (Ibid).

5 **X. CONCLUSION**

6 For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's
7 Motion for Final Approval of Class Action and PAGA Settlement, and approve the requested
8 Settlement Administration Costs to the Settlement Administrator of \$6,490.00.

9
10 Respectfully submitted,

11 Dated: April 22, 2026

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15 Attorneys for Plaintiff John Price
16 and the Class
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