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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CONNOR BROWN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, Plaintiff, vs. BI-RITE MANAGEMENT SERVICES LLC, a California limited liability company; BI-RITE MARKET, INC. dba BI-RITE FAMILY OF BUSINESSES, a California corporation; BI-RITE CREAMERY, INC., a California corporation; BIRITE CATERING, LLC dba BI-RITE CATERING & COMMISSARY KITCHEN, a California limited liability company; BI-RITE DIVIS, INC., a California corporation; and DOES 1 through 25, inclusive, Defendants.	Case No. CGC-24-611385 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: March 12, 2026 Time: 9:00 a.m. Dept.: 613 Complaint Filed: January 3, 2024 FAC Filed: February 27, 2024 Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on **March 12, 2026 at 9:00 a.m.** in Department 613 of the above-captioned Court located at Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102, pursuant to California Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and California Labor Code section 2699(l), Connor Brown ("Plaintiff") will and hereby does move the Court for an Order granting final approval of the proposed class action and Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") settlement between Plaintiff and Defendants Bi-Rite Management Services LLC, Bi-Rite Market, Inc. dba Bi-Rite Family of Businesses, Bi-Rite Creamery, Inc., Bi-Rite Catering, LLC dba Bi-Rite Catering & Commissary Kitchen, and Bi-Rite Divis, Inc. (collectively, "Defendants").

Plaintiff requests that the Court enter an Order:

1. Granting final approval of the class action and PAGA settlement;

2. Approving the settlement as fair, adequate, and reasonable, based upon the terms as set forth in the Court-approved First Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement"), including the Gross Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars and Zero Cents ($1,850,000.00) equal to the amounts to pay (1) the Settlement Class Members and PAGA Employees pursuant to the terms of the Settlement; (2) the Court-approved Attorneys' Fees and Costs; (3) the Court-approved Enhancement Payment; (4) the Court-approved Settlement Administration Costs; and (5) the Court-approved payment to the California Labor and Workforce Development Agency ("LWDA") pursuant to PAGA;

3. Approving the Settlement Administration Costs to ILYM Group, Inc. in the amount of Ten Thousand Ninety Hundred Fifty Dollars and Zero Cents ($10,950.00); and

8. Approving Sixty-Seven Thousand Five Hundred Dollars and Zero Cents ($67,500.00) to be paid to the LWDA as seventy-five percent (75%) of the Ninety Thousand Dollars and Zero Cents ($90,000.00) allocated to civil penalties under PAGA.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which requires 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 (Alexandra Rose), the Class Representative (Connor Brown), the Settlement Administrator (Amanda Howard on behalf of ILYM Group, Inc.), and Plaintiff's data analysis expert (Bennett Berger), 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: January 30, 2026

BLACKSTONE LAW, APC

By: ______________________________
Alexandra Rose
Attorneys for Plaintiff Connor Brown
and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Connor Brown ("Plaintiff" or "Class Representative") seeks final approval of the class action settlement reached with Defendants Bi-Rite Management Services LLC, Bi-Rite Market, Inc. dba Bi-Rite Family of Businesses, Bi-Rite Creamery, Inc., Bi-Rite Catering, LLC dba Bi-Rite Catering & Commissary Kitchen, and Bi-Rite Divis, Inc. (collectively, "Defendants"). Subject to Court approval, Plaintiff and Defendants (collectively, the "Parties") have settled the Released Class Claims and Released PAGA Claims as defined in the First Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for a total amount of One Million Eight Hundred Fifty Thousand Dollars and Zero Cents ($1,850,000.00) ("Gross Settlement Amount"). (*See* Declaration of Alexandra Rose in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ["Rose Decl."], ¶ 14, Exh. 1).

The Court conditionally certified, for settlement purposes only, the Class defined as: "All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period" ("Class" or "Class Member(s)"). (Settlement Agreement, ¶ 6.b; Rose Decl., ¶ 17). The "Class Period" is defined as the period from January 3, 2020 through December 23, 2024. (Settlement Agreement, ¶ 6.f; Rose Decl., ¶ 17). The "Settlement Class" or "Settlement Class Member(s)" consist of all Class Members who do not submit a timely and valid Request for Exclusion. (Settlement Agreement, ¶ 6.mm; Rose Decl., ¶ 17). The "PAGA Employee(s)" consist of "all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period." (Settlement Agreement, ¶ 6.y; Rose Decl., ¶ 17). The "PAGA Period" is defined as the period from December 19, 2022 through December 23, 2024. (Settlement Agreement, ¶ 6.aa; Rose Decl., ¶ 17).

As discussed herein, the proposed Settlement satisfies all the criteria for final settlement approval under California law because it is fair, adequate, and reasonable. (Rose Decl., Exh. 1; *See also, Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-30; *Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794, 180 l). The response of the Class to the Settlement confirms that final settlement approval is appropriate. *As of the date of the filing of this Motion, there have been* *no objections to and only 1 request to opt-out from* the Class Settlement. (Declaration of Amanda Howard of ILYM Group, Inc. Regarding Notice and Settlement Administration ["ILYM Decl."], ¶¶ 9 and 10).

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

Plaintiff also requests that the Court approve the payment of Ten Thousand Ninety Hundred Fifty Dollars and Zero Cents ($10,950.00) ("Settlement Administration Costs") to ILYM Group, Inc. ("ILYM" or "Settlement Administrator") as compensation for its administration services it has and will provide in connection with the Settlement. (*See, generally*, ILYM Decl.).

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants are a San Francisco based independent grocery store chain that include three markets, a creamery, and a catering company. Plaintiff was employed by Defendants as an hourly-paid, non-exempt Cashier and Stocker from approximately August 2019 to approximately March 2023. (Declaration of Plaintiff Connor Brown in Support of Motion for Final Approval of Class Action and PAGA Settlement ["Brown Decl."], ¶ 2).

December 19, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants ("PAGA Letter"). (Rose Decl., ¶ 2).

On January 3, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court Case No. CGC-24-611385 ("Action"), thereby commencing a putative class action against Defendants. (*Id.*, ¶ 3).

On February 14, 2024, Defendants propounded written formal discovery onto Plaintiff (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Request for Admission (Set One), and Request for Production of Documents (Set One)). (*Id*., ¶ 4).

On February 27, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action. (*Id*., ¶ 5). The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq*. based on the aforementioned California Labor Code violations, and for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") based on the aforementioned California Labor Code violations. (Ibid).

On April 30, 2024, Plaintiff served responses to Defendants' discovery requests (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Request for Admission (Set One), and Request for Production of Documents (Set One)). (*Id*., ¶ 6).

On May 15, 2024, Defendants served responses to Plaintiff's discovery requests (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)). (*Id*., ¶ 7).

On September 11, 2024, the Parties) participated in a formal mediation conducted by Tripper Ortman, Esq. ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, which did not result in a settlement at that time. (*Id*., ¶ 8).

On September 11, 2024, Plaintiff served a notice of deposition of Defendants' Person Most Knowledgeable. (*Id*., ¶ 9). On September 20, 2024, Defendant served a notice of deposition of Plaintiff. (Ibid). On September 25, 2024, Plaintiff served additional formal written discovery onto Defendants (specifically, Special Interrogatories (Set Two) and Requests for Production of Documents (Set Two). (Ibid).

On October 23, 2024, after further negotiations and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. (*Id*., ¶ 10). The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement. (Ibid).

On August 25, 2025, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement"). (*Id*., ¶ 11).

On August 29, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents seeking preliminary approval of the Original Agreement. (*Id*., ¶ 12).

On November 10, 2025, the Court entered an Order in Advance of Hearing on Motion for Preliminary Approval ("Order in Advance of MPA Hearing"), which ordered the Parties to make changes to the Original Agreement. (*Id*., ¶ 13).

On November 13, 2025, pursuant to the Order in Advance of MPA Hearing, the Parties executed the Settlement Agreement. (*Id*., ¶ 14 and Exh. 1).

On November 14, 2025, Plaintiff filed a supplemental declaration to address the Court's orders in its Order in Advance of MPA Hearing. (*Id*., ¶ 15).

On November 18, 2025, the Court entered the Order Granting Plaintiff's Motion for Preliminary Approval ("Preliminary Approval Order"), thereby preliminary approving the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. (*Id*., ¶ 16 and Exh. 2).

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

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III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars and Zero Cents ($1,850,000.00), which is exclusive of employer-side payroll taxes. (Settlement Agreement, ¶ 6.q; Rose Decl., ¶ 19). The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of one-third (1/3) of the Gross Settlement Amount, equaling Six Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($616,666.67); (2) Class Counsel's actual litigation costs and expenses, in the amount of Twenty-Four Thousand Five Hundred Ninety-Seven Dollars and Eighty-Three Cents ($24,597.83); (3) Settlement Administration Costs in the amount Ten Thousand Nine Hundred Fifty Dollars and Zero Cents ($10,950.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00); and (5) PAGA Amount in the amount of Ninety Thousand Dollars and Zero Cents ($90,000.00). (Settlement Agreement, ¶¶ 6.q, 9, 10, 11, and 12; Rose Decl., ¶ 19). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately One Million Ninety-Seven Thousand Seven Hundred Eighty-Five Dollars and Fifty Cents ($1,097,785.50). (Settlement Agreement, ¶ 6.v; Rose Decl., ¶ 19).

The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). (Settlement Agreement, ¶¶ 6.r, 6.t, and 34; Rose Decl., ¶ 20). Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the weeks during which each Settlement Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period ("Workweeks") to yield the "Final Workweek Value," and multiplying each Settlement Class Member's individual Workweeks by the Final Workweek Value. (Settlement Agreement, ¶¶ 6.nn and 14.b; Rose Decl., ¶ 20). Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the PAGA Employees' 25% share of PAGA Amount ($22,500.00) by the pay periods during which each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods") to yield the "PAGA Workweek Value," and multiplying each PAGA Employee's individual Pay Periods by the PAGA Workweek Value. (Settlement Agreement, ¶¶ 6.cc and 15; Rose Decl., ¶ 20)

Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. (Settlement Agreement, ¶ 16; Rose Decl., ¶ 22). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 16; Rose Decl., ¶ 22). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). (Settlement Agreement, ¶¶ 6.s and 16; Rose Decl., ¶ 22). The employer taxes will be paid separately and in addition to the Gross Settlement Amount. (Settlement Agreement, ¶ 6.q; Rose Decl., ¶ 22). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Settlement Agreement, ¶ 16; Rose Decl., ¶ 22).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Settlement Agreement, ¶ 34; Rose Decl., ¶ 23). Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee. (Settlement Agreement, ¶ 34; Rose Decl., ¶ 23).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims which were alleged or reasonably could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, and shall specifically include claims for Defendants' alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Order, and for violations of the California Business and Professions Code sections 17200, *et seq*. based on the aforementioned California Labor Code violations (collectively, "Released Class Claims"). (Settlement Agreement, ¶¶ 6.ff and 35).

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the LWDA with respect to the PAGA Employees shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter and/or Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq*., including for Defendants' alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, "Released PAGA Claims"). (*Id*., ¶¶ 6.gg and 36).

Upon the Effective Date, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from his employment and/or separation of employment with the Released Parties. (*Id*., ¶ 37). It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. (Ibid). Plaintiff understands and expressly agrees that the Settlement Agreement extends to claims that he has against Defendants, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the execution of the Settlement Agreement. (Ibid). Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. (Ibid). Section 1542 of the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. (Ibid).

The “Released Parties” means Defendants and each of their respective agents, officers, employees who are not Class Members, directors, members, owners, parent companies, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (*Id*., ¶ 6.hh).

IV. THE SETTLEMENT ADMINISTRATION PROCESS

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

On November 18, 2025, ILYM received the Court approved text for the Class Notice from Class Counsel. (ILYM Decl., ¶ 4).

On December 2, 2025, ILYM received the class data file from Defendants’ counsel, which contained each Class Member’s full name, last known mailing address, Social Security number, dates worked for Defendants during the Class Period, and the total Workweeks and Pay Periods (collectively, the “Class List”). (*Id*., ¶ 5). The Class List was uploaded to ILYM’s database and checked for duplicates and other possible discrepancies. (Ibid). The Class List contained 833 individuals identified as Class Members who worked a total of 57,828 Workweeks. (Ibid).

As part of the preparation for mailing, all 833 names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. (ILYM Decl., ¶ 6). The NCOA contains requested change of addresses filed with the USPS. (Ibid). To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. (Ibid). To the extent that no updated address was found in the NCOA database, the original address provided by Defendants' counsel was used for the mailing of the Class Notice. (Ibid).

On December 16, 2025, the Class Notice was mailed, in both English and Spanish, via U.S. First Class Mail, to all 833 individuals contained in the Class List. (*Id.*, ¶ 7). As of the date of the filing of this Motion, 64 Class Notices were returned to ILYM without forwarding addresses. (*Id.*, ¶ 8). ILYM performed a computerized skip trace on the 64 returned Class Notices that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. (Ibid). As a result of this skip trace, 46 updated addresses were obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S. First Class Mail. (Ibid). One individual requested that their notice be re-mailed to them. (Ibid). As of the date of the filing of this Motion, a total of 18 Class Notices have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing. (Ibid).

Class Members had forty-five (45) calendar days after the Settlement Administrator mailed the Class Notices to submit a Request for Exclusion, Notice of Objection, and/or Dispute ("Response Deadline"). (Settlement Agreement, ¶ 6.jj). The Response Deadline was January 30, 2026. (ILYM Decl., ¶¶ 9-10). As of the date of the filing of this Motion, the Settlement Administrator did not receive any Notices of Objections and received only one (1) Request for Exclusion and two (2) Disputes, which were resolved with Defendants' counsel. (*Id.*, ¶¶ 9-11). There are a total of 832 Settlement Class Members who worked 57,868 Workweeks during the Class Period and 558 PAGA Employees who worked 12,981 Pay Periods during the PAGA Period. (*Id.*, ¶¶ 14 and 15). In the Motion for Preliminary Approval, it was provided that there were 685 Class Members. (Rose Decl., ¶ 18). Defendants' counsel has represented that Defendants had a significant level of turnover between the date of the dataset used for mediation (i.e., 685 Class Members) and the closing of the Class Period (i.e., 832 Class Members). (Ibid).

On December 18, 2025, ILYM received the Gross Settlement Amount (i.e., $1,850,000) from Defendants. (*Id*., ¶ 12).

The estimated average gross Individual Settlement Share is $1,317.77, the estimated highest gross Individual Settlement Share is $4,914.68, and the estimated lowest gross Individual Settlement Share is $11.37; the estimated average Individual PAGA Payment is $40.32, the estimated highest Individual PAGA Payment is $91.17, and the estimated lowest Individual PAGA Payment is $0.87. (*Id*., ¶¶ 14 and 16).

V. COMPLIANCE WITH PROCEDURAL REQUIREMENTS OF PAGA

On November 14, 2025, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(l)(2). (Rose Decl., ¶ 24). 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. (Rose Decl., ¶ 25). The Parties engaged in extensive formal and informal discovery prior to reaching a settlement at the mediation. (*Id*., ¶ 26).

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, Defendants produced all of the putative class members' time and pay records as well as Defendants' relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, and the total workweeks worked by the putative class members. (Rose Decl., ¶ 26). This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages. (Ibid). Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. (Rose Decl., ¶ 27). At all times, Plaintiff was willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid). Additionally, settlement negotiations were conducted by highly capable and experienced counsel. (Ibid). Class Counsel are respected members of the California State Bar with strong records of vigorous and effective advocacy and are experienced in handling complex wage and hour class action litigation. (Ibid). Accordingly, Class Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

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

Here, the reasonableness of the Settlement is underscored by the fact that Defendants have legal and factual grounds for defending the Action. Based upon Class Counsel's experience litigating similar complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification and the merits of the Action absent a settlement.

Class Counsel is aware of Defendants' defenses and arguments and has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication. (Rose Decl., ¶ 29). Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. (Ibid). Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters. (Ibid).

Defendants denied and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the Action and further deny that class certification is appropriate for any purpose other than the Settlement. (*Id*., ¶ 30). Defendants believe that they would ultimately prevail in the Action. (Ibid). Defendants proffered defenses to both certification and to the merits of Plaintiff's claims. (Ibid). Defendants contended that Plaintiff's claims are not suitable for class certification because individual issues would predominate should this case go to trial. (Ibid). As with all class actions, these complex cases raise difficult management and proof issues and, accordingly, there is a significant risk that the Court may deny class certification. (Ibid).

Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. (*Id*., ¶ 31). In order to prove liability and damages, Class Counsel would need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. (Ibid). Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. (Ibid). On the other hand, Defendants would likely be able to obtain the cooperation of their employees. (Ibid). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class. (Ibid).

In light of the Parties' respective legal positions and the risks of continued litigation, the Gross Settlement Amount for resolution of the Class and PAGA claims, is fair, adequate, and reasonable. (*Id*., ¶ 32).

VII. THE REQUESTED SETTLEMENT ADMINISTRATION COSTS ARE REASONABLE

In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Thirteen Thousand Dollars and Zero Cents ($13,000.00). (Rose Decl., ¶ 33). ILYM Group, Inc. is the approved Settlement Administrator. (Ibid). It is an experienced class administrator and has adequately performed the administration tasks required by the Preliminary Approval Order. ILYM's *actual* costs to administer the Settlement are only Ten Thousand Ninety Hundred Fifty Dollars and Zero Cents ($10,950.00). (ILYM Decl., ¶ 17 and Exh. B). Based thereon, the requested costs should be approved.

VIII. THE PROPOSED LWDA ALLOCATION IS REASONABLE

Pursuant to California Labor Code Section 2699(1), the Superior Court shall review and approve the settlement of penalties sought under that California Labor Code Section. (Cal. Lab. Code § 2699(1)). For all of the reasons stated above, the Settlement is fair, reasonable, and adequate, and should be approved. As part of the Settlement, Defendants have agreed to pay Ninety Thousand Dollars and Zero Cents ($90,000.00) to settle the claims of the PAGA Employees brought pursuant to

PAGA, of which the payment of Sixty-Seven Thousand Five Hundred Dollars and Zero Cents ($67,500.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes. (Rose Decl., ¶ 34).

It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs*. (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc*. (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving $10,000 in PAGA penalties out of a total settlement amount of $900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving $10,000 in PAGA penalties out of a 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 penalties out of a total settlement amount of $2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of $10,000 in PAGA penalties out of a total settlement amount of $6,900,000]). Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations. (Rose Decl., ¶ 35).

IX. THE CLASS RECEIVED THE BEST PRACTICABLE NOTICE

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

The Class Notice approved by the Court met these requirements: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. (Rose Decl., ¶ 36; *see also* ILYM Decl., Exh. A thereto). The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. (Ibid). It also explained how and when Class Members may object to or opt out of the Class Settlement. (Ibid). Finally, the Class Notice provided the date for the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement. (Ibid).

X. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, and approve the requested Settlement Administration Costs to the Settlement Administrator of $10,950.00.

Respectfully submitted,

Dated: January 30, 2026

BLACKSTONE LAW, APC

By: ____________________________
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Attorneys for Plaintiff Connor Brown
and the Class