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and on behalf of himself and all others similarly situated

[Additional Counsel on Next Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARTIN SR PORTALES RODRIGUEZ,
PABLO PEREZ PALMA, and ALFREDO
SOLIS PALACIOS, as individuals and on
behalf of all others similarly situated,

Plaintiffs,

v.

HANNAM CHAIN DEL AMO, INC, a
California corporation; SUPER 1 TORRANCE,
INC., a California corporation; SUPER 1 LA
PALMA, INC., a California corporation;
HANNAM TRADERS, INC., a California
corporation; TORRANCE HANNAM CHAIN,
INC., a California corporation; SUPER 1
HANNAM, INC., a California corporation; D.B.
HANNAM CHAIN, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants,

CASE NO.: 23STCV31150
[RELATED CASE NO.: 24STCV04987]

[Assigned for all purposes to the Hon. Carolyn
B. Kuhl, Dept. 12]

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY;
DECLARATIONS OF KEATON D.
MENDOZA, DAVID D. BIBIYAN,
MICHAEL NOURMAND, MATTHEW J.
MATERN, PLAINTIFFS, AND JODEY
LAWRENCE IN SUPPORT THEREOF**

HEARING INFORMATION:

DATE: January 19, 2027
TIME: 10:30 a.m.
DEPT: 12

ACTION FILED: December 19, 2023
TRIAL DATE: None Set

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8 Attorneys for Plaintiff, PABLO PEREZ PALMA,
9 on behalf of himself and all others similarly situated

10 **MATERN LAW GROUP, PC**
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18 Attorneys for Plaintiff, ALFREDO SOLIS PALACIOS
19 on behalf of himself and all others similarly situated

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 19, 2027, at 10:30 a.m., or as soon thereafter as they may be heard in Department 12 of the Superior Court of the State of California for the County of Los Angeles, plaintiffs Martin Sr Portales Rodriguez (“Plaintiff Rodriguez”), Pablo Perez Palma (“Plaintiff Palma”), and Alfredo Solis Palacios (“Plaintiff Palacios”) (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated and aggrieved, will and hereby does move for this Court for entry of an Order:

1. Preliminarily certifying the following settlement class (“Settlement Class,” “Settlement Class Members” or “Class Members”) for the purpose of settlement only: all persons currently or formerly employed by defendants Hannam Chain Del Amo, Inc., Super 1 Torrance, Inc., Super 1 La Palma, Inc., Hannam Traders, Inc., Torrance Hannam Chain, Inc., Super 1 Hannam, Inc., Hannam Chain USA, Inc. and D.B. Hannam Chain, Inc. (collectively, “Defendants”), either directly or through any subsidiary, staffing agency, or professional employer organization, as nonexempt, hourly-paid employees during the period from August 17, 2019 through December 1, 2025 (“Class Period”) in the State of California.

2. Preliminarily approving Plaintiffs as Class Representatives.

3. Preliminary approving David D. Bibiyan, Vedang J. Patel, and Brandon M. Chang of Bibiyan Law Group, P.C.; Michael Nourmand of The Nourmand Law Firm, APC; and Matthew J. Matern, Launa Adolph, and Ellie D. Goralnick of Matern Law Group, PC., as Class Counsel.

4. Preliminarily approving the settlement claims under the terms set forth in the Class and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”).

5. Preliminarily approving payment of the Gross Settlement Amount of \$2,500,000.00, which is subject to escalation pursuant to the Settlement Agreement.

6. Approving the Notice of Class Action Settlement and Date for Final Approval Hearing (“Class Notice”) submitted herewith.

7. Appointing Phoenix Class Action Administration Solutions (“Phoenix” or “Settlement Administrator”) to administer the Settlement, including distribution of the Class Notice, as set forth in the Settlement Agreement.

1 8. Preliminarily approving the payment not to exceed \$14,500.00 for settlement
2 administration to the Settlement Administrator from the Gross Settlement Amount.

3 9. Preliminarily approving a service award in an amount of not more than \$10,000.00 to each
4 of the Plaintiffs, for a total amount of \$30,000.00 to Plaintiffs, in consideration for Plaintiffs'
5 extensive efforts in prosecuting this case.

6 10. Preliminarily approving payment of reasonable attorneys' fees to Class Counsel in the
7 amount of up to one-third (1/3) of the Gross Settlement Amount which, unless increased pursuant
8 to the Settlement Agreement, amounts to \$833,333.33.

9 11. Preliminarily approving reimbursement of Class Counsel's costs in an amount, according
10 to proof, of not more than \$40,000.00.

11 12. The "Aggrieved Employee" means a person currently or formerly employed by
12 Defendants, either directly or through any subsidiary, staffing agency, or professional employer
13 organization, as a non-exempt, hourly-paid employee during the period from March 13, 2021,
14 through the end of the Class Period ("PAGA Period") in the State of California.

15 13. Preliminarily approving PAGA penalties in the amount of \$250,000.00, seventy-five
16 percent (75%) or \$187,500.00 of which will be paid to the Labor and Workforce Development
17 Agency ("LWDA") out of the Gross Settlement Amount, and twenty-five percent (25%) or
18 \$62,500.00 of which will be distributed to Aggrieved Employees.

19 14. Entering an Order preliminarily approving the Settlement consistent with the terms of the
20 Settlement Agreement.

21 Good cause exists for granting this Motion in that the proposed settlement is fair, reasonable
22 and adequate.

23 This Motion will be based on this Notice of Motion, the Memorandum of Points and
24 Authorities filed herewith, the Declarations of Keaton D. Mendoza, David D. Bibiyan, Michael
25 Nourmand, Matthew J. Matern, Plaintiffs, and Jodey Lawrence and exhibits attached thereto,
26 arguments of counsel and upon such other materials contained in the file and pleadings of this action.

1 Dated: September 8, 2026

BIBIYAN LAW GROUP, P.C.

2 */s/ Keaton D. Mendoza*

3 _____
4 VEDANG J. PATEL
5 KEATON D. MENDOZA
6 BRANDON M. CHANG
7 Attorneys for Plaintiffs, on behalf of
8 themselves and all others similarly situated
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2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 Plaintiffs Martin Sr Portales Rodriguez (“Plaintiff Rodriguez”), Pablo Perez Palma
5 (“Plaintiff Palma”), and Alfredo Solis Palacios (“Plaintiff Palacios”) (collectively, “Plaintiffs”),
6 on behalf of themselves and all others similarly situated and aggrieved, hereby apply for
7 preliminary approval of the proposed Class and PAGA Settlement Agreement (“Settlement,”
8 “Agreement” or “Settlement Agreement”) upon the terms and conditions set forth in the
9 Settlement Agreement, attached to the concurrently filed Declaration of Keaton D. Mendoza
10 (“Mendoza Decl.”), attached as Exhibit “1.”

11 On March 10, 2022, Plaintiff Palacios filed with the LWDA and served on Defendant
12 Super 1 Palma, Inc. a notice under Labor Code section 2699.3 stating Plaintiff Palacios intended
13 to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for
14 alleged Labor Code violations (“Palacios PAGA Notice”).

15 On May 17, 2022, Plaintiff Palacios filed a wage-and-hour class action in Orange County
16 Superior Court, Case No. 30-2022-01260581-CU-OE-CXC against Defendant Super 1 Palma,
17 Inc., for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3)
18 failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due
19 to discharged and quitting employees; (6) failure to maintain required records; (7) failure to
20 furnish accurate itemized wage statements; (8) failure to indemnify employees for necessary
21 expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10)
22 penalties under the Labor Code Private Attorneys General Act, as a representative action (the
23 “Palacios Action”).

24 On January 13, 2023, the Court compelled Plaintiff Palacios’s individual PAGA claims to
25 arbitration, dismissed the class claims, and stayed the representative PAGA claims pending the
26 arbitration of Plaintiff Palacios’s individual claims. Plaintiff Palacios initiated arbitration
27 proceedings with Signature Resolution on June 29, 2023.
28

1 On August 17, 2023, Plaintiff Palma filed a wage-and-hour class action in Orange County
2 Superior Court, Case No. 30-2023-01342921-CU-OE-CXC against Defendant Super 1 Hannam,
3 Inc.: for: (1) failure to pay overtime wages; (2) failure to pay sick leave; (3) failure to provide
4 meal periods; (4) failure to provide rest periods; (5) failure to pay all wages upon termination; (6)
5 failure to provide accurate wage statements; and (7) unfair competition (the “Palma Action”).

6 On August 17, 2023, Plaintiff Palma filed with the LWDA and served on Defendant Super
7 1 Hannam, Inc. a notice under Labor Code section 2699.3 stating Plaintiff Palma intended to serve
8 as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged
9 Labor Code violations (“Palma PAGA Notice”).

10 On December 19, 2023, Plaintiff Rodriguez commenced a wage-and-hour class action in
11 Los Angeles County Superior Court, Case No. 23STCV31150 against defendants Hannam Chain
12 Del Amo, Inc., Super 1 Torrance, Inc., Super 1 La Palma, Inc., Hannam Traders, Inc., Torrance
13 Hannam Chain, Inc., Super 1 Hannam, Inc., Hannam Chain USA, Inc. and D.B. Hannam Chain,
14 Inc. (collectively, “Defendants”) for: (1) failure to pay overtime wages; (2) failure to pay
15 minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting
16 time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to
17 indemnify; (9) failure to pay interest on deposits; (10) violation of Labor Code section 227.3; and
18 (11) unfair competition (the “Rodriguez Class Action”).

19 On December 19, 2023, Plaintiff Rodriguez filed with the LWDA and served on
20 Defendants a notice under Labor Code section 2699.3 stating Plaintiff Rodriguez intended to serve
21 as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged
22 Labor Code violations (“Rodriguez PAGA Notice”). A true and correct copy of the PAGA Notice
23 is attached to the Declaration of Keaton D. Mendoza as Exhibit “2.”

24 On January 3, 2024, Plaintiff Palma filed a First Amended Class Action Complaint in the
25 Palma Action adding a cause of action for civil penalties under PAGA.

26 On February 28, 2024, Plaintiff Rodriguez filed a separate representative action in the
27 Superior Court of California for the County of Los Angeles, Case No. 24STCV04987, seeking
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1 PAGA civil penalties against Defendants for Labor Code violations alleged in the Rodriguez
2 PAGA Notice (the “Rodriguez PAGA Action”).

3 On April 22, 2024, Plaintiff Rodriguez filed a First Amended Representative Action
4 Complaint in the Rodriguez PAGA Action.

5 Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

6 Prior to mediation Plaintiffs obtained, through informal discovery: (a) time and payroll
7 records for 30% of Class Members from July 2024 through the date of mediation; (b) Defendants’
8 policy documents; (c) Plaintiffs’ personnel files, and (d) other relevant documents.

9 Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in
10 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
11 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

12 On October 3, 2025, the Parties participated in an all-day mediation presided over by
13 Tagore Subramaniam, Esquire. The mediation was successful, with all parties accepting terms on
14 October 16, 2025, and the Parties agreed to globally resolve all class and PAGA claims in the
15 Actions.

16 As part of the Agreement, the Parties further agree to stipulate to Plaintiffs filing a First
17 Amended Complaint in the Rodriguez Class Action, adding the claims in the Rodriguez PAGA
18 Action, Palma Action, and Palacios Action to the Class Action, to consolidate the four (4) Actions
19 for the purpose of settlement approval (hereinafter, the “Action”). The First Amended Complaint
20 to be filed in the Rodriguez Class Action shall be the Operative Complaint in the Action and the
21 allegations therein shall relate back to the original filing date of the Palacios Action.

22 Class Counsel have conducted significant investigation of the law and facts relating to the
23 claims asserted in the Actions and the PAGA Notices, and have concluded that the Settlement set
24 forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class, taking
25 into account the sharply contested issues involved, the expense and time necessary to litigate the
26 Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk
27 of an adverse outcome, the uncertainties of complex litigation, the information learned through
28

1 discovery regarding Plaintiffs' allegations, and the substantial benefits to be received by
2 Settlement Class Members.

3 **II. THE SETTLEMENT**

4 Subject to Court approval pursuant to Code of Civil Procedure section 382 and California
5 Rules of Court, rule 3.679, *et seq.*, the Parties have agreed to settle the Action by agreement upon
6 the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy
7 of which is attached to the Mendoza Decl. as Exhibit "1" thereto. A summary of the terms of the
8 settlement are as follows:

9 Defendants will stipulate, for purpose of the Settlement only, as follows:

- 10 • Certification of a class ("Settlement Class," "Settlement Class Members" or "Class
11 Members") defined as: all persons currently or formerly employed by defendants
12 Hannam Chain Del Amo, Inc., Super 1 Torrance, Inc., Super 1 La Palma, Inc., Hannam
13 Traders, Inc., Torrance Hannam Chain, Inc., Super 1 Hannam, Inc., Hannam Chain
14 USA, Inc. and D.B. Hannam Chain, Inc. (collectively, "Defendants"), either directly or
15 through any subsidiary, staffing agency, or professional employer organization, as
16 nonexempt, hourly-paid employees during the period from August 17, 2019 through
17 December 1, 2025 ("Class Period") in the State of California.
- 18 • Defendants will pay \$2,500,000.00 ("Gross Settlement Amount") to resolve the matter.
- 19 • Defendants represent that there are no more than 95,197 Workweeks during the Class
20 Period as of the date of mediation. In the event the number of Workweeks during the
21 Class Period increases by more than 10%, or 9,519 Workweeks, then, at Defendants'
22 election: (1) the Gross Settlement Amount shall be increased proportionally by the
23 Workweeks in excess of 104,716 Workweeks multiplied by the Workweek Value; or
24 (2) the Class Period shall end on the date the number of Workweeks reaches 104,716.
25 The Workweek Value shall be calculated by dividing the originally agreed-upon Gross
26 Settlement Amount (\$2,500,000.00) by 95,197, which amounts to a Workweek Value
27 of \$26.26. Thus, for example, should there be 110,000 Workweeks during the Class
28 Period, and Defendants election option (1) above, then the Gross Settlement Amount

1 shall be increased by \$138,757.84 ([110,000 Workweeks – 104,716 Workweeks] x
2 \$26.26 per Workweek). Should Defendants elect to end the Class Period when the
3 number of Workweeks reaches 104,716, pursuant to option (2) above, Defendants must
4 provide written notice of the end date of the Class Period to Class Counsel within ninety
5 (90) days of the first set hearing date on Plaintiff’s Motion for Preliminary Approval.

- 6 • Defendants will pay the employer’s share of taxes separate and apart from the Gross
7 Settlement Amount.
- 8 • This is a non-reversionary settlement.
- 9 • Class Members will be paid their *pro rata* share of the class action settlement based
10 on the total number of Workweeks¹ worked during the Class Period.
- 11 • The Settlement Administration costs, estimated not to exceed \$14,500.00 will be paid
12 out of the Gross Settlement Amount.
- 13 • Class Counsel, comprised of David D. Bibiyan, Vedang J. Patel, and Brandon M.
14 Chang of Bibiyan Law Group, P.C.; Michael Nourmand of The Nourmand Law Firm,
15 APC; and Matthew J. Matern, Launa Adolph, and Ellie D. Goralnick of Matern Law
16 Group, PC., will apply for, and Defendants will not oppose, attorneys’ fees of up to
17 one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to
18 the Settlement Agreement, amounts to \$833,333.33, and actual costs, not more than
19 \$40,000.00, all of which will be paid out of the Gross Settlement Amount.
- 20 • Class Counsel will apply for, and Defendants will not oppose, a service award in an
21 amount of not more than \$10,000.00 each, to a total amount of \$30,000.00, for the
22 Class Representatives, which will be paid out of the Gross Settlement Amount.
- 23 • The “Aggrieved Employee” means a person currently or formerly employed by
24 Defendants, either directly or through any subsidiary, staffing agency, or professional
25 employer organization, as a non-exempt, hourly-paid employee during the period from
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28 ¹ “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

March 13, 2021, through the end of the Class Period (“PAGA Period”) in the State of California.

- Defendants have agreed to pay \$250,000.00 as PAGA penalties, seventy-five percent (75%) or \$187,500.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or \$62,500.00 of which will be distributed to the Aggrieved Employees.
- For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall transmit the funds represented by such checks to the California State Controller’s Unclaimed Property Fund, in the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure section 384 subd. (b).

III. THE TWO-STEP APPROVAL PROCESS AND THE PRESUMPTION OF FAIRNESS

Any settlement of class litigation must be reviewed and approved by the Court. (*See* Cal. Rules of Court, rule 3.769). This is done in two steps: (1) an early (preliminary) review by the trial court; and (2) a final review after notice has been distributed to the class members for their comment or objections. (*See id.*). Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In short, there is a presumption that the negotiations were conducted in good faith. (Newberg on Class Actions, § 11.51; *In re Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation* (N.D. Cal. May 17, 2017) No. 16-cv-00295, 2017 WL 2214655, quoting *United States v. Oregon* (9th Cir. 1990) 913 F.2d 576, 580.). Here, the Settlement is fair, reasonable, and adequate and negotiations were conducted in good faith with the aid of a well-respected and neutral mediator.

IV. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS

A notice of settlement of a class action “must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in

1 arranging to appear at the settlement hearing and state any objections to the proposed settlement.”
2 (Cal. Rules of Court, rule 3.769, subd. (f).) Attached to the Mendoza Decl. as Exhibit “1” thereto is
3 the Settlement Agreement between the Parties. Attached to the Settlement Agreement as internal
4 Exhibit “A” is the proposed Class Notice to be distributed to Class Members in English and Spanish.
5 The proposed Class Notice satisfies these requirements. The Parties respectfully request that this
6 Court approve the above-referenced Class Notice and dissemination of the Class Notice to the Class
7 Members, consistent with the manner and timing as set forth in the Settlement Agreement. The
8 Parties have agreed to use Phoenix Class Action Administration Solutions (“Phoenix”), an
9 experienced settlement administrator, to administer the Settlement.

10 **V. THE SETTLEMENT IS FAIR AND REASONABLE BASED UPON**
11 **OBJECTIVE EVIDENCE**

12 **A. The Settlement was Negotiated at Arm’s-Length and is not Collusive**

13 The Settlement that has been reached, subject to this Court’s approval, is a product of
14 substantial efforts by Class Counsel. The Settlement was reached after: extensive factual and legal
15 investigation and research; substantial negotiation regarding scope of informal discovery; exchange
16 of documents and information that included review of time and pay records and analysis thereof with
17 the aid of Plaintiffs and expert consultants; interviews with putative Class Members; an analysis of
18 shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay
19 periods and number of Aggrieved Employees in the PAGA Period extrapolated and carefully
20 analyzed by Class Counsel, attorneys and staff of Bibiyan Law Group, P.C., and expert data
21 consultants from the data produced by Defendants for calculating PAGA penalties, number of Class
22 Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiffs’
23 employment records; extensive correspondence and communication between counsel; a review of
24 pleadings, evidence and rulings in similar actions litigated elsewhere in the state; a review of similar
25 cases in the same industry elsewhere in the country; and preparation for and attendance at a full-day
26 mediation session, followed by months of further discussions and coordination to finalize the terms
27 and conditions of the general settlement parameters agreed to by the Parties.

28 While Class Counsel believe in the chance of success of certifying the claims, Class Counsel

1 recognized the potential risk, expense and complexity posed by further litigation. Moreover,
2 litigating Plaintiffs' claims in this Litigation—claims that involve approximately 603 Class
3 Members during the Class Period—would require enormous preparation and discovery, and
4 ultimately would involve the deposition and presentation of numerous more witnesses (including
5 Class Members and expert witnesses), as well as the consideration, preparation and analysis of
6 expert reports. Therefore, should litigation have progressed any further, there would have been
7 significant expense incurred by each side (above and beyond the expense already incurred).

8 **B. The Settlement Amount is Well Within Range of Reasonableness**

9 The settlement amount reached in this case provides significant recovery to Class Members
10 and Aggrieved Employees, and easily falls within the range of reasonableness. Based on documents
11 and information provided by Defendants, Class Counsel understand there are approximately 603
12 Class Members who worked approximately 95,197 Workweeks during the Class Period.

13 **1. Unpaid Wages for Failure to Pay Off-the-Clock Work**

14 Class Counsel theorized, based on Plaintiffs' narrative evidence and documents produced
15 by Defendants, that Defendants failed to pay all wages due to Class Members because Defendants
16 required Class Members to work off-the-clock or Class Members spent time working off-the-clock
17 under Defendants' control and direction. Class Counsel contend, based on narrative evidence from
18 the Plaintiffs and Class Members, that Class Members were required to wait in line to clock in for
19 their shifts because all Class Members were scheduled to begin their shifts at the same time and
20 shared the same clock-in station.

21 Class Counsel advanced a theory that all Class Members worked off-the-clock for an
22 estimate of five (5) minutes each shift throughout the Class Period, without pay. Class Counsel
23 understands from the data provided and analyzed by expert data consultants that there were
24 approximately 527,956 shifts worked by Class Members during the Class Period, 62.9% of shifts
25 worked were over 8 hours, and that Class Members were paid an average of \$18.59 per hour.
26 Thus, one theory advanced by Class Counsel resulted in Defendants' exposure for unpaid overtime
27 wages due to failure to track and pay for all time worked in the approximate amount of \$463,009
28 (527,956 shifts x 0.629 shifts over 8 hours x 0.083 hours per shift x \$18.59/hour x 1.5 overtime

1 premium). Additionally, Class Counsel theorized Defendants' exposure for unpaid minimum
2 wages is \$364,125 (527,956 shifts x 0.371 shifts under 8 hours x 0.083 hours per shift x
3 \$18.59/hour x 2 liquidated damages). Thus, Class Counsel theorized Defendants' total exposure
4 for failure to pay for all time worked is **\$1,373,042**.

5 Class Counsel understand that Defendants explicitly denies these contentions and makes the
6 following defenses in connection with this claim: Defendants contend that their policies specifically
7 prohibit off-the-clock work. Defendants contend that they did not require Class Members to work
8 off-the-clock and, rather, they were paid for all time suffered or permitted to work. Finally,
9 Defendants contend that any allegations that Class Members were required to be under Defendants'
10 control off-the-clock would necessitate an individualized inquiry into when and why, making this
11 claim not subject to class treatment and any trial in this litigation unmanageable. Thus, Defendants
12 contend that no damages can be recovered here, and, even if, *arguendo*, they could, an estimate of
13 three (3) minutes of unpaid work off-the-clock of Class Members for *every single shift* during the
14 Class Period is a wild exaggeration of time spent working off-the-clock if *any* such time was spent.

15 2. Recovery of Damages for Non-Compliant Meal Periods

16 Class Counsel theorized, based on the narrative evidence of Plaintiffs, as well as documents
17 produced by Defendants, that Defendants' meal period policies and practices throughout the Class
18 Period were non-compliant. Class Counsel contend that the Class Members reported that meal
19 periods were regularly interrupted, short, or missed entirely. Class Counsel further contend that the
20 meal period policies were inadequate and non-compliant because Defendants' employee handbook
21 does not mention Class Members' right to uninterrupted meal breaks, the right to take meal breaks
22 off-premises, when such meal breaks should be taken, or the payment of meal period premiums in
23 the event of violations, among other critical requirements. Class Counsel further contend, based on
24 the narrative evidence of Plaintiffs as well as documents produced by Defendants, that over half of
25 the recorded meal breaks were exactly 30 minutes in length, which is indicative of synthetic, rather
26 than actual, meal breaks. Class Counsel also contend that meal periods were interrupted and
27 shortened due to walking time and waiting in lines. Moreover, no meal period premiums were paid
28 during the Class Period.

1 Class Counsel understand from the documents produced by Defendants and analysis aided
2 by expert data consultants that there were approximately 31,618 unique facial meal period violations
3 (i.e. meal periods that were late, short, or missed) during the Class Period through the date of the
4 mediation. Thus, one theory advanced by Class Counsel, based solely on facial violations resulted
5 in Defendants' liability for unpaid meal premiums of **\$587,779** (\$18.59/hour x 31,618 unique meal
6 period violations).

7 Class Counsel understand that Defendants deny all such contentions and makes the
8 following defenses in connection with this claim: Defendants argued that it had compliant meal
9 period policies and practices. Defendants argued that it provided Class Members with the
10 opportunity to take timely and full meal periods. Defendants contend that its policy requires their
11 employees to take timely and full meal periods. Defendants further contend that any instance of a
12 Class Member failing to take a compliant meal period was voluntary, in violation of its meal
13 period policy, would necessitate an individualized inquiry and would not lend itself to a
14 manageable trial. Thus, Defendants contend that *no* monies are owed for this account but, even if
15 any amounts were due, the amount calculated by Class Counsel is excessive.

16 **3. Recovery of Damages for Non-Compliant Rest Periods**

17 Class Counsel theorized, based on Plaintiffs' narrative evidence, that Defendants' rest period
18 policies and practices are wholly violative of California law. Class Counsel contend that the Class
19 Members reported that rest period practices are non-compliant as Class Members were simply not
20 permitted to take timely, full, and uninterrupted rest breaks. Class Counsel further contend that the
21 rest period policies were non-compliant because they did not state that rest breaks must be
22 uninterrupted and off-duty or make any reference to rest break premiums. Class Counsel further
23 contend that Class Members reported that compliant rest breaks were almost always denied, while
24 they were nevertheless required to clock in and out for rest breaks. Class Counsel further contend
25 that Defendants' rest break data reflects a significant violation rate, with nearly half of the PAGA
26 pay periods containing facial rest break violations. Moreover, no rest period premiums were paid
27 during the Class Period.

1 Class Counsel contends, based on narrative evidence of Plaintiffs and Class Members, as
2 well as documents produced by Defendants, that there were approximately 514,142 rest-eligible
3 shifts worked by Class Members during the Class Period and that a 40% violation rate is a reasonable
4 estimate of the number of rest periods that were in fact, interrupted, short, or missed entirely. Thus,
5 one calculation performed by Class Counsel, assuming a conservative 40% violation rate for all rest-
6 eligible shifts for Class Members, resulted in the approximate amount of **\$3,823,160** (\$18.59/hour
7 x 514,142 shifts x 0.40 violation rate).

8 Class Counsel understand that Defendants deny all such allegations and makes the following
9 defenses in connection with this claim: Defendants had compliant rest period policies and practices
10 and its policy requires employees to take timely and full rest periods. Defendants contend that Class
11 Members were provided with the opportunity to take timely and full rest periods or received the
12 required rest period premium for each instance of rest period violations, if any. Defendants further
13 contend that any instance of a Class Member failing to take a compliant rest period was voluntary
14 and therefore would necessitate an individualized inquiry and would not lend itself to a manageable
15 trial. Thus, Defendants contend that *no* monies are owed for this account but, even if any amounts
16 were due, the amount calculated by Class Counsel is excessive.

17 **4. Wage Statement Violations**

18 Class Counsel theorized that Class Members are entitled to recover penalties for
19 Defendants' alleged failure to issue compliant wage statements under Labor Code section 226,
20 subdivision (e), for the derivative impact of the failure to pay all wages owed on providing
21 accurate information on wage statements. Class Counsel also theorized that penalties are owed
22 under Labor Code section 226 due to, at minimum, Defendants' failure to pay premium wages. A
23 non-exempt employee suffering injury as a result of a knowing and intentional failure by an
24 employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the greater
25 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
26 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period. Class
27 Counsel contends Defendants are liable for wage statement violations for each pay period and
28 Class Counsel understands from the data provided by Defendants that there were 24,975 pay

1 periods in the wage statement liability period for Class Members. If, in fact, Class Members
2 worked every off-the-clock every shift as set forth above, and no rest premiums were paid, every
3 wage statement would thus, Class Counsel theorized, violate Labor Code section 226. However,
4 due to the derivative nature of wage statement penalties, as well as the requirement that
5 Defendants' failure to comply with Labor Code section 226 be knowing and intentional, one
6 calculation performed by Class Counsel at mediation, based on the initial penalty of fifty dollars
7 (\$50) in light of Defendants' defenses, resulted in **\$1,248,750** (24,975 pay periods in the wage
8 statement period x \$50 penalty).

9 Class Counsel understand that Defendants deny these allegations and makes the following
10 defenses in connection with this claim: Defendants contend that the wage statements issued to the
11 employees fully complied with Labor Code section 226. Defendants contend that because they
12 believe no wages are unpaid that, thus, there can be no derivative penalties. However, Class
13 Counsel also understand the risks inherent in this claim if the above claims were not certified.
14 Class Counsel also had to factor in, and did factor in, the risk that a Court would find there was
15 no injury to Class Members even if the wage statements were inaccurate or that Defendants'
16 conduct was not intentional, both of which are requirements of Labor Code section 226 before
17 penalties can issue. Class Counsel also note that the calculation used does not take into account
18 the fact that all Class Members did not work all pay periods and, therefore, Class Counsels'
19 calculation does not take into account the maximum penalty of \$4,000 in Plaintiffs' exposure
20 model used at mediation.

21 **5. Waiting Time Penalties**

22 Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory
23 period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days' worth of
24 wages as waiting time penalty for not being paid all wages due upon separation from employment.
25 Class Counsel theorized, based on relevant documents provided by Defendants, that, under Labor
26 Code section 203, Defendants are liable to pay each Class Member, who was terminated during the
27 relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure to pay
28 compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages due at

1 the time of termination or resignation. Class Counsel understands from documents provided by
2 Defendants that there were 261 separated employees during the relevant statutory period. Thus, one
3 calculation performed at mediation by Class Counsel resulted in Defendants' exposure for this claim
4 to be **\$1,164,478** (261 separated Class Members x \$18.59/hr. x 8 hours x 30 days).

5 Class Counsel understand that Defendants deny these allegations in their entirety and
6 contends that there is no credence to Plaintiffs' off-the-clock theories and premium pay theories,
7 and thus, no waiting time penalties are owed based thereon. Finally, Defendants contend that their
8 actions were not "willful" and that, thus, waiting time penalties cannot be awarded. Thus,
9 Defendants argued that no waiting time penalties are owed.

10 **6. Failure to Reimburse Work Expenses**

11 Class Counsel theorized that Defendants failed to reimburse Plaintiffs and Class Members
12 for work-related expenses because Defendants required Plaintiffs and other Class Members to use
13 their personal cell phones for work-related purposes. Class Counsel theorized, based on Plaintiffs'
14 narrative evidence, that Plaintiffs and Class Members were required to use their personal cell
15 phones for communications related to work and emergencies. Class Members were never
16 reimbursed for their personal phone use, nor did Defendants' Handbook provide for any such
17 reimbursements.

18 Class Counsel contend that Class Members incurred approximately \$5.00 per Workweek
19 in unreimbursed business expenses throughout the Class Period. With the approximately 95,197
20 Workweeks during the Class Period, one calculation performed at mediation by Class Counsel
21 resulted in Defendants' exposure for this claim to be **\$475,985** (\$5 x 95,197 Workweeks).

22 Class Counsel understand that Defendants argued the following: Defendants argued that
23 Class Members are not owed compensation for their personal cell phones because Class Members
24 primarily used their cell phones for personal purposes. Defendants also argued that they
25 reimbursed all employees for all expenses incurred in furtherance of work. Thus, Defendants
26 contend that no monies are owed under this theory, either.

27 **7. PAGA Penalties**

28 Class Counsel understand from the time and payroll data provided by Defendants that there

1 were 24,975 pay periods in the PAGA Period. Plaintiffs' claims in the Action under PAGA are
2 substantially similar to those described herein. PAGA penalties include penalties for initial
3 violations and subsequent violations. Defendants contend that only initial violation rates may be
4 used instead of the subsequent violation rates initially used by Class Counsel. With this in mind
5 and because Class Counsel through investigation and discovery did not come to the conclusion
6 that Defendants at any time was notified by any governmental entity that they violated any Labor
7 Code sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the
8 exposure model for Defendants to include only initial violation rates.

9 While Class Counsel are informed and believe that reasonable minds differ with regard to
10 calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate Defendants'
11 maximum exposure in PAGA penalties as follows:

12 a. Overtime Violations: Labor Code section 558 prescribes penalties of \$50 for an
13 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
14 violations, and a violation every single pay period for every single non-exempt employee in the
15 PAGA Period, this amounts to a maximum exposure of \$1,248,750 (24,975 pay periods x \$50).

16 b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of
17 \$100 for an initial violation and \$250 for each subsequent violation. Using the initial pay period
18 rate for all violations and a violation every single pay period for every single PAGA Member in
19 the PAGA Period, this amounts to a maximum exposure of \$2,497,500 (24,975 pay periods x
20 \$100).

21 c. Meal Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
22 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
23 violations and a violation every single pay period for every single non-exempt employee in the
24 Settlement Period, this amounts to a maximum exposure of \$1,248,750 (24,975 pay periods x
25 \$50).

26 d. Rest Period Violations: Labor Code section 558 prescribes penalties of \$50 for an
27 initial violation and \$100 for each subsequent violation. Using the initial pay period rate for all
28 violations and a violation every single pay period for every single non-exempt employee in the

1 Settlement Period, this amounts to a maximum exposure of \$1,248,750 (24,975 pay periods x
2 \$50).

3 e. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of \$100 for
4 an initial violation and \$200 for each subsequent violation. Because this violation is merited only
5 at separation of employment, a 100% violation rate would likely include just one violation per
6 employee. The data produced by Defendants indicate that there were 261 Aggrieved Employees
7 in the PAGA Period. This amounts to a maximum potential exposure of \$26,100 (261 Aggrieved
8 Employees x \$100).

9 f. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021)
10 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty
11 for wage statement violations that are inaccurate, which prescribes penalties of \$100 for an initial
12 violation and \$200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate
13 for all violations and a violation every single pay period for every single Aggrieved Employee in
14 the PAGA Period, this amounts to a maximum exposure of \$2,497,500 (24,975 pay periods x
15 \$100).

16 g. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the
17 appropriate penalty for failure to reimburse work expenses, which prescribes penalties of \$100 for
18 an initial violation and \$200 for each subsequent violation. Using *only* the initial pay penalty of
19 \$100 for all violations, and a violation every pay period for each Aggrieved Employee in the
20 PAGA Period, this amounts to exposure of \$2,497,500 (24,975 pay periods x \$100).

21 h. Conclusion: In sum, Class Counsel calculated Defendants' total maximum
22 exposure for PAGA violations if the Court were to find a 100% violation rate for *every* Aggrieved
23 Employee in *every* pay period, allowing "stacking" of PAGA Penalties (*i.e.* multiple penalties for
24 different Labor Code violations in the same pay period), and not exercise its discretion to reduce
25 any of those penalties to be \$11,264,850. Class Counsel understand from the mediator and the
26 mediation process that Defendants argued the following in connection with this claim: Defendants
27 contend that no PAGA penalties are likely to be awarded and, even if they were, the maximum
28 exposure calculated by Class Counsel is vastly overstated. First, Defendants defend that PAGA

1 penalties cannot and should not be stacked. Second, Defendants assert that individualized issues
2 predominate the PAGA claims, making the claims unmanageable for trial. Third, Defendants deny
3 that a violation for each pay period can be established. Fourth, Defendants contend that a Court is
4 unlikely to exercise its discretion to award civil penalties under PAGA where, as here, there is no
5 conduct shown by Plaintiffs that would show any Labor Code violation by Defendants are
6 knowing and intentional. Defendants insist that this is especially true in this Action where class
7 action damages are available to Class Members, rendering an award of PAGA penalties in addition
8 to class action damages to be double recovery.

9 Class Counsel maintain that it is possible to recover the subsequent violation rate for
10 penalties, that stacking is permissible, and that there is no manageability requirement under PAGA
11 (citing *Estrada v. Royalty Carpet Mills, Inc.*). Altogether, Class Counsel believe a 10% valuation
12 of this claim to be reasonable, resulting in a valuation of **\$1,126,485** as a reasonable estimate of
13 the likelihood of what Plaintiffs may recover at trial for PAGA penalties ($\$11,264,850 \times 0.10$).
14 See also *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (upholding trial courts
15 90% reduction in maximum penalties, from \$50 to \$5 per initial violation).

16 8. Conclusion

17 When including derivative penalties, such as waiting time penalties, wage statement
18 violations, and discretionary PAGA penalties, Class Counsel theorized Defendants' maximum
19 exposure to be approximately **\$9,799,679**. In all, Class Counsel obtained a Gross Settlement
20 Amount of **\$2,500,000**. Particularly in light of the risks involving obstacles to class certification,
21 all issues and risks related to liability, the issues with manageability at trial, the discretionary
22 nature of PAGA penalties, and considering the case law regarding fair, reasonable and adequate
23 settlements, Class Counsel strongly believe that the settlement reached is fair, reasonable and
24 adequate, and in the best interest of Class Members.

25 Moreover, \$250,000 of the Gross Settlement Amount was attributed to PAGA penalties.
26 This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the
27 fact that damages are available for the failure to pay wage claims while only penalties are available
28 for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack

1 PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount
2 of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA
3 penalties at all in light of the fact that damages are available for Class Members and it may find
4 any further liability against Defendants unnecessarily punitive.

5 **VII. THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

6 Class Counsel seek an attorneys' fees award of up to one-third (1/3) of the Gross Settlement
7 Amount, which, unless escalated pursuant to the Agreement, would amount to \$833,333.33. Class
8 Counsel also seek reimbursement of costs not to exceed \$40,000. The requested fees fall well within
9 the historical range of attorney's fees awards under the common fund theory, which is generally from
10 25% to 50%. The requested fee is fair compensation for undertaking complex, risky, expensive and
11 time-consuming litigation on a contingent fee basis. Thus, the Court should preliminarily approve
12 the requested attorneys' fees and costs, which are justified by the results achieved, the complexity of
13 the issues, the difficulty of the case and the great risks undertaken by Class Counsel. The requested
14 attorneys' fees will not be opposed by Defendants and are well within established guidelines.

15 **VIII. THE REQUESTED ENHANCEMENT AWARD TO THE NAMED**
16 **PLAINTIFFS AND CLASS REPRESENTATIVES IS REASONABLE**

17 Plaintiffs are entitled to an enhanced award for their services as class representatives, for
18 answering extensive questions by Class Counsel, for being available and answering questions during
19 a full-day mediation, for the risks in being the named Plaintiffs and for providing Defendants with
20 a more expansive release of claims, including a waiver based upon California Civil Code section
21 1542, in exchange for the enhancement award. Defendants does not oppose the requested
22 enhancement to Plaintiffs. Plaintiffs risked intrusive discovery and the payment of employer costs.
23 In the experience of Class Counsel, the typical enhancement award in wage and hour class actions
24 ranges from approximately \$10,000.00 to \$25,000.00, although some awards are higher. In contrast,
25 Class Counsel seek a limited enhancement of not more than \$10,000.00 each for Plaintiffs or a total
26 of \$30,000.00 for their services.

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1 **IX. CONDITIONAL CERTIFICATION FOR SETTLEMENT PURPOSES**

2 **A. The Class should be Preliminarily Certified**

3 In California, there are two certification prerequisites: (1) the existence of an “ascertainable
4 class;” and (2) “a well-defined community of interest in the questions of law and fact involved
5 affecting the parties to be represented.” (*Sotelo v. MediaNews Group, Inc.* (2012) 207 Cal.App.4th
6 639, 647.) To certify a class, the party advocating class treatment must demonstrate: (1) a numerous
7 class; (2) predominant common questions of law or fact; (3) class representatives with claims or
8 defenses typical of the class; and (4) class representatives who can adequately represent the class.”
9 (*Williams v. Sup. Ct.* (2013) 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.*
10 (2012) 53 Cal.4th 1004, 1021.) Each of the criteria for class certification is satisfied in this instance:

11 **1. Ascertainability** – “Ascertainability” is a due process requirement that
12 ensures it is possible to decide who will be bound by the judgment (*res judica* effect). The
13 determination is made by examining the class definition and the size of the class. Here, the Class
14 Members definition (*i.e.*, all persons currently or formerly employed by Defendants, either directly
15 or through any subsidiary, staffing agency, or professional employer organization, as nonexempt,
16 hourly-paid employees during the Class Period in the State of California) is derived from the
17 operative complaint, which complains of alleged violations of Labor Code sections that are chiefly
18 and, in some instances, solely applicable to non-exempt employees. There is no difficulty
19 ascertaining who is a Class Member based on the above-described definition as it is readily apparent
20 to all involved who is a non-exempt employee who worked in California for Defendants during the
21 Class Period based solely from Defendants’ payroll records, which amounts to approximately 603
22 persons.

23 **2. Numerosity** – According to the California Supreme Court, a putative class is
24 sufficiently numerous to achieve the numerosity requirement if their joinder is impracticable and
25 thus substantial benefits accrue both to litigants and the courts if the action proceeds as a class action.
26 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435, 446.) Numerosity is presumed satisfied if
27 there are forty (40) putative class members. (*Miri v. Dillon* (E.D. MI 2013) 292 F.R.D. 454, 461.)
28 However, as few as 10 class members has been found sufficient. (*See, e.g., Bowles v. Sup. Ct.* (1955)

1 44 Cal.2d 574.) Class Counsel understand from documents provided by Defendants that there are
2 approximately 603 Class Members. That is sufficiently numerous to establish the numerosity
3 requirement.

4 **3. Commonality** – California law also requires that “questions of law or fact
5 common to the class [be] substantially similar and predominate over the questions affecting the
6 individual members.” (*In re Steroid Hormone Product Cases* (2010) 181 Cal.App.4th 145, 153.)

7 This Litigation is brought to resolve common issues that include whether Defendants failed
8 to pay for all hours worked; whether Defendants provided full, timely and un-interrupted meal and
9 rest periods, whether Class Members are entitled to premium pay for incomplete, untimely or
10 interrupted meal or rest periods, among other claims as set forth above.

11 **4. Typicality** – Typicality requires only that the named plaintiff’s interests in
12 the action be significantly similar to those of other class members. (*Williams v. Sup. Ct.* (2013)
13 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)
14 Plaintiffs’ claims are typical of those of other Class Members as Plaintiffs: (1) were non-exempt
15 employees like other Class Members; (2) complains of not being paid for all time under
16 Defendants’ control or suffered and/or permitted to work for Defendants; (3) did not receive full
17 premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive
18 premium pay for rest periods that were not provided, among others as set forth above.

19 **5. Adequacy of Representation** - To maintain a class action, the representative
20 Plaintiffs must adequately protect the interests of the class. (*Williams v. Sup. Ct.* (2013) 221
21 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)
22 Adequacy of representation consists of two components. First, there must be no disabling conflicts
23 of interest between the class representatives and the class. Second, the class representatives must be
24 represented by counsel who are competent and experienced in the kind of litigation to be undertaken.
25 (*See McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450; accord *In re Juniper Networks, Inc.*
26 *Securities Litigation* (N.D. Cal. 2009) 264 F.R.D. 584, 590.) Both criteria are met in this instance:

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1 (i) **No Disabling Conflict of Interest Exists Between the Class**
2 **Representatives and the Class**

3 No conflicts, disabling or otherwise, exists between Plaintiffs and Class Members because
4 Plaintiffs allege to have been damaged by the same alleged conduct of Defendants (*i.e.*, Plaintiffs
5 were classified as non-exempt, hourly-paid employees, not paid premium pay, etc.) and thus has the
6 incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

7 (ii) **Class Counsel are Experienced Class Action Attorneys**

8 As set forth in the Declarations of Class Counsel, Class Counsel in this matter consist of
9 experienced class action attorneys, have been appointed as class counsel in other class actions and
10 have a successful "track record" in litigating class actions.

11 6. **Superiority of Class Action** - Also relevant to the Court's certification
12 decision is whether a class action is the superior method of adjudication. (*Brinker Restaurant Corp.*
13 *v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)

14 It deals with common issues that are most efficiently adjudicated together, as indicated
15 above. Moreover, with approximately 603 Class Members, presentation of all of them before this
16 Court may be problematic, impractical, and burdensome. On the contrary, a class action allows
17 claims of many individuals to be resolved at the same time, eliminates the possibility of repetitious
18 litigation and affords small claimants with a method of obtaining redress for claims which otherwise
19 would be too insufficient to warrant individual litigation.

20 7. **Conclusion** – Thus, because this class action meets all criteria for
21 certification and a lesser standard of scrutiny applies when evaluating these criteria for settlement
22 purposes, it should be certified for purposes of effectuating the settlement.

23 X. **CONCLUSION**

24 Therefore, the Parties request the Court grant preliminary approval of the proposed
25 settlement.

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1 Dated: September 8, 2026

BIBIYAN LAW GROUP, P.C.

2 /s/ Keaton D. Mendoza

3 VEDANG J. PATEL

4 KEATON D. MENDOZA

5 Attorneys for Plaintiffs, on behalf of
6 themselves and all others similarly situated
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