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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ZABIHULLAH AZAMY, on behalf of himself and all others similarly situated, Plaintiff, v. CELESTICA, LLC, a Georgia Limited Liability Company; and DOES 1-50, inclusive. Defendants.	CASE NO.: 24CV059992 *Assigned to the Hon. Somnath Raj Chatterjee* **PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** [*Declarations of Mehrdad Bokhour, Joshua Falakassa, and Zabihullah Azamy and [Proposed] Order filed concurrently herewith*] **HEARING INFO** Date: December 9, 2025 Time: 2:30 p.m. Dept.: 21 Reservation ID: 970031333003

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 9, 2025, at 2:30 p.m. or as soon thereafter as the matter may be heard by the Honorable Somnath Raj Chatterjee in Department 21 of the Alameda County Superior Court for the State of California, located at 1225 Fallon Street, Oakland, California 94612, Plaintiff Zabihullah Azamy, individually and on behalf of all others similarly situated, will and hereby does move the Court for entry of an Order preliminarily approving the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" and/or "Settlement"), including:

1. Certifying the Class for purposes of settlement only;

2. Preliminarily appointing Plaintiff Zabihullah Azamy as Class Representative for purposes of settlement only;

3. Appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua Falakassa of Falakassa Law, P.C. as Class Counsel for purposes of settlement only;

4. Preliminarily approving the Settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

5. Directing distribution of the Class Notice, including notice of the opportunity to exclude oneself from, or object to, the Settlement;

6. Setting a date for a final fairness hearing to determine, following dissemination of the Class Notice, whether to grant final approval of the Settlement.

This motion is based upon this Memorandum of Points and Authorities in support thereof; the Declarations of Mehrdad Bokhour, Joshua Falakassa, and Zabihullah Azamy in support thereof; the Settlement Agreement; the proposed Order; all other records, pleadings, and papers filed in this action; and upon such other evidence or arguments as may be presented to the Court at the hearing of this motion.

Dated: November 12, 2025

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

BY: ______________________________
MEHRDAD BOKHOUR
JOSHUA FALAKASSA
Attorneys for Plaintiff and the Putative Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Through this motion, Plaintiff Zabihullah Azamy ("Plaintiff"), individually and on behalf of all others similarly situated, seeks preliminary approval of the Class Action and PAGA Settlement Agreement. Subject to Court approval, Plaintiff and Defendants Celestica LLC and Celestica Precision Machining Ltd. ("Defendants") have agreed to settle Plaintiff's and the proposed Class Members' claims against Defendants for a Gross Settlement Amount of $2,200,000.

Plaintiff seeks to represent a Class of similarly situated persons who are or were previously employed by Defendants in California and classified as non-exempt employees from January 12, 2020, through December 31, 2025. ("Class Period"). Likewise, the PAGA Members include all persons who are or were previously employed by Defendants in California and classified as a non-exempt employee at any time from January 12, 2023, through December 31, 2025 ("PAGA Members").[1]

Under the terms of the Settlement Agreement, Defendants will not oppose Class Counsel's application for a reasonable award of attorney's fees not to exceed one-third of the Settlement Amount, Class Counsel's litigation costs not to exceed $30,000, Settlement Administration Costs not to exceed $7,000, PAGA penalties of $100,000 (of which $75,000 or 75% will be paid to the LWDA and the remaining $25,000 or 25% will be paid to the Allegedly PAGA Members), and a Service Award not to exceed $10,000 to the named Plaintiff as follows:

	Total Amount
Gross Settlement Amount	$2,200,000.00
Attorneys' Fees (not to exceed 1/3 of GSA)	$733,333.33
Litigation Costs (not to exceed)	$30,000.00
Administrator Costs (not to exceed)	$7,000.00
PAGA payment to LWDA (75% of $100k award)	$75,000.00
PAGA payment to PAGA Members (25% of 100k award)	$25,000.00

[1] The Class Action and PAGA Settlement Agreement is attached as Exhibit "A" to the Declaration of Mehrdad Bokhour ("Bokhour Decl.") submitted herewith and is hereinafter referred to as the "Settlement Agreement". "S.A." or the "Settlement". The proposed Class Notice is attached to the Bokhour Decl. as Exhibit "B."

Plaintiff's Service Award	$10,000.00
Net Settlement Amount	**$1,319,666.67**

As of the Parties' mediation, the Class included approximately 524 non-exempt employees who all work and/or worked for Defendants in California during the Class Period. Plaintiff contends that, regardless of their roles, all non-exempt employees worked under the same workplace policies and practices, and therefore, the Individual Settlement Payments will be paid on a pro-rata basis based on the number of workweeks during the Class Period. Assuming a total class size of 524 Settlement Class Members, the average payment to each will be approximately **$2,518**, and the highest payment is estimated to be approximately **$4,631**. Of course, those with more workweeks stand to recover proportionally more from the Settlement. (Bokhour Decl. ¶ 12.)

The Settlement is non-reversionary, and Class Members will not be required to submit claim forms to receive payment, but each Class Member will be mailed the Class Notice containing information about his/her share, the opportunity to dispute the number of workweeks worked by the Class Member, and the opportunity to opt out or object to the Settlement. All Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval. (Bokhour Decl. ¶ 13.)

Because the Settlement is fair and reasonable and was negotiated at arm's length by experienced counsel and an experienced mediator following a sufficient exchange of information and documents before mediation, it should be preliminarily approved. Plaintiff respectfully requests that the Court enter an order preliminarily approving the Settlement, conditionally certifying the Class under Code of Civil Procedure § 382 for settlement purposes, approving the proposed Class Notice, appointing Plaintiff's counsel as Class Counsel, appointing Xpand as the Settlement Administrator, and scheduling a hearing for the final approval of the Settlement.

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED CLASS

During the Class Period, Plaintiff and other putative Class Members were employed by

Defendants in various non-exempt positions, including Production Operator, CNC Machinist, Material Handler, Machinist II, Production Technical Operator, and Mechanic Technician – Aerospace, among other non-exempt roles. In these positions, Plaintiff and the putative Class Members performed a wide range of duties that supported Defendants' business operations, including manufacturing, production, assembly, maintenance, and related technical and logistical functions.

Plaintiff alleges that, during the Class Period, Defendants failed to comply with multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, resulting in unpaid wages, meal and rest period violations, and other related statutory violations. Defendants deny all allegations of wrongdoing and liability.

The proposed Class consists of all current and former individuals who were employed by Defendants in California, classified as non-exempt employees, at any time during the period from January 12, 2020, through December 31, 2025. (S.A. ¶¶ 1.5 and 1.11.)

B. PROCEDURAL HISTORY

On January 12, 2024, Plaintiff filed suit in Alameda County Superior Court, asserting claims based on Defendant Celestica LLC's alleged: (1) failure to pay all overtime wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to pay all sick wages; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; and (7) violation of California's Unfair Competition Law. (Bokhour Decl. ¶ 15.)

On June 5, 2024, Plaintiff filed a First Amended Complaint ("FAC") that added Defendant Celestica Precision Machining Ltd as a co-defendant and added a cause of action seeking civil penalties under the California Private Attorneys General Act of 2004 ("PAGA") and failure to pay overtime wages based on an invalid alternative workweek schedule. The Second Amended Complaint is the operative complaint in the action (the "Operative Complaint"). (Bokhour Decl. ¶ 16.)

Defendants denied the allegations throughout the litigation and vowed to defend against the claims vigorously. However, before engaging in protracted litigation, the Parties agreed to explore resolution through private mediation. (Bokhour Decl. ¶ 17.) In preparation for mediation, the Parties agreed to an informal discovery process where information relating to the applicable policies and procedures, a robust (25%) sampling of payroll and timekeeping records, the size of the Class, compensation policies and practices, and other data points bearing on the potential settlement value of the case were exchanged. (*Id.*) The time and pay data sampling enabled Plaintiff's counsel and their expert to fully evaluate the potential claims and extrapolate the data to the entire Class. During this process, Plaintiff and his counsel analyzed, researched, and investigated the potential claims of all similarly situated employees. (*Id.*)

On June 21, 2025, the Parties participated in an all-day mediation session before Lynn Frank, Esq. On July 2, 2025, the parties attended a second, half-day mediation session with Ms. Frank, which culminated in the Parties reaching the settlement memorialized in this Agreement. (Bokhour Decl., ¶ 19, Exhibit "A".) (*Id.*)

The Parties now seek the Court's preliminary approval of the Settlement Agreement.

C. SUMMARY OF PLAINTIFF'S CLAIMS

Plaintiff alleges multiple wage and hour violations on behalf of himself and other non-exempt employees who worked for Defendants during the Class Period. (Bokhour Decl. ¶ 20.)

First, Plaintiff claims that he and other non-exempt employees were not compensated for all hours worked due to Defendant's alleged unlawful rounding practices.

Next, Plaintiff asserts that Defendants failed to pay overtime at the correct rate for all hours worked beyond eight hours in a workday or 40 hours in a workweek because of its alleged miscalculation of the "regular rate of pay." (Bokhour Decl. ¶ 21.)

Moreover, Plaintiff contends that Defendants maintained deficient meal and rest period policies and practices that failed to provide Class Members with timely, compliant meal and rest periods or compensate them in lieu thereof at the correct "regular rate of pay." (Bokhour Decl. ¶ 22.) In addition, Plaintiff brought a claim for Defendant's failure to reimburse for necessary business expenditures. (Bokhour Decl. ¶ 23.)

As a result of the above violations, Plaintiff alleges that Defendants failed to pay final wages in a timely manner upon employees' separation from employment. (Bokhour Decl. ¶ 24.)

Finally, Plaintiff also asserts that Defendants failed to provide accurate, itemized wage statements and seeks civil penalties under the Private Attorneys General Act (PAGA) for the alleged Labor Code violations set forth above. (Bokhour Decl. ¶ 25.)

D. Summary of Defendant's Defenses

Defendants contested and denied each of Plaintiff's allegations on the merits and the propriety of the class and PAGA action. (Bokhour Decl. ¶ 26.)

First, Defendants argued that their timekeeping and pay practices were compliant with California law, and that the calculation of the "regular rate of pay" properly excluded non-discretionary bonus payments and other compensation. (Bokhour Decl. ¶ 27.)

Defendants further argued that their meal and rest period policies and practices complied with California law and that non-exempt employees were at all times provided with meal periods and authorized and permitted rest periods. (Bokhour Decl. ¶ 28.)

Defendants further contended that Plaintiff's waiting time penalty and wage statement claims based on the alleged underlying meal and rest period violations were unfounded, as these alleged violations did not entitle employees to pursue the derivative penalties under Labor Code sections 203 and 226. (Bokhour Decl. ¶ 29.)

Moreover, Defendants contended that Plaintiff's claims were highly individualized, that non-exempt employees would not be entitled to late pay penalties, and that there was no stand-alone cause of action for Plaintiff's sick pay claim. (Bokhour Decl. ¶ 30.)

Finally, Defendants also generally contended that Plaintiff's claims were not suitable for class certification because individualized inquiries would be required to establish, amongst other things, which employees, if any, took meal periods of less than 30 minutes and why a particular employee received a meal period of less than 30 minutes on a particular shift. (Bokhour Decl. ¶ 31)

III. SUMMARY OF THE PROPOSED SETTLEMENT

The following is a summary of the principal terms of the Settlement Agreement.

A. Settlement Consideration and Allocation

The $2,200,000 Settlement Amount is non-reversionary and will be paid out to Class

Members without the need to submit a claim form or take any affirmative action. It includes (1) Plaintiff's attorneys' fees and costs, as approved by the Court; (2) a Service Award not to exceed $10,000 to the named Plaintiff, as approved by the Court; (3) Settlement Administration Costs, not to exceed $7,000, as approved by the Court; (4) a $100,000 PAGA Payment, 75 percent of which is to be paid to the LWDA pursuant to California Labor Code § 2699(i); and (5) the aggregate of all Individual Settlement Payments of the Settlement Class Members. (S.A. ¶ 3.2 *et seq*.)

After all Court-approved deductions from the Settlement Amount, it is estimated that $1,319,666.67 will be available to pay the Individual Settlement Payments to approximately 524 Settlement Class Members. As noted above, the average Individual Settlement Payment to Settlement Class Members is approximately **$2,518**, and the highest payment is estimated to be approximately **$4,631**, which is a fair and reasonable recovery.

B. NOTICE PROCEDURES

The proposed Class Notice will be provided to the Class Members showing the estimated number of Compensable Workweeks for which he/she will be credited (**Exhibit "B"** to the Bokhour Decl.). Within twenty one (21) days after entry by the Court of its Order of Preliminary Approval, Defendant shall provide the Settlement Administrator with a list of all Class Members containing each Class Member's full names, last known addresses, telephone numbers, Social Security Numbers, and dates of employment and/or number of Workweeks Worked as non-exempt employees of Defendants in California during the Class Period and the PAGA Period for each Settlement Class Member, and any other relevant information needed by the Settlement Administrator to calculate Individual Settlement Payments (the "Class Data"). (S.A. ¶¶ 1.7, 4.2.)

No later than fifteen (15) days after receiving the Class Data, the Settlement Administrator shall prepare and mail the Court-approved Class Notice to all Class Members via first-class U.S. mail. The Settlement Administrator will populate the Class Notice with each Class Member's information, including the number of Compensable Workweeks, as reflected in Defendants' records. (S.A. ¶ 7.4.2.)

If any Class Notice mailed to a Class Member is returned as undelivered by the U.S. Postal Service, the Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes are returned.

Any Class Notices returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined in Paragraph 1.40 of the Settlement Agreement, shall be remailed to the forwarding addresses affixed thereto. If no forwarding address is provided, the Settlement Administrator will take steps to ensure that the Class Notice is mailed to all Class Members, including the utilization of the National Change of Address Database maintained by the U.S. Postal Service and shall make reasonable efforts, conducting a "skip-trace" to obtain an updated mailing address for a Class Member and, if applicable to update the mailing addresses within ten (10) calendar days of receiving the returned Class Notice.

If the Settlement Administrator learns of a failed mailing and obtains a forwarding or updated address for that Class Member, the Class Notice will be re-mailed to the Class Member within ten (10) calendar days of receipt of the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The re-mailed Class Notice shall be identical to the original Class Notice, except that it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Response Deadline or fourteen (14) days after the remailing of the Notice.

C. EXCLUSION AND OBJECTION PROCEDURES

Class Members who do not opt out of the Settlement in a timely manner will be deemed to participate in the Settlement and shall become Settlement Class Members without having to submit a claim form or take any other action. The Class Notice shall inform the Class Members of their right to opt out of the Settlement. To do so, the Class Member must submit a written Request for Exclusion to the Settlement Administrator no later than 45 days after being mailed the Class Notice by the Settlement Administrator ("Response Deadline"). (S.A. ¶ 7.5.1.)

The Class Notice shall inform the Class Members of their right to object to the Settlement. Any Class Member who wishes to object to the Settlement may submit a written objection to the Settlement Administrator no later than the Response Deadline. The objection must include the Objecting Class Member's full name, address, telephone number, dates of employment with Defendant, the case name and number, the basis for the objection, including any legal support, and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if counsel represents the objecting Class Member, the name and address of his or her counsel. In the alternative, a Class Member may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. (S.A. ¶ 7.7.1.)

D. Settlement Allocation Formula for Settlement Shares

The Individual Settlement Payment for each Settlement Class Member will be calculated by the Settlement Administrator using the Class Data provided by Defendants as follows: using the Class Data or using the Compensable Workweeks, while also accounting for any timely submitted Requests for Exclusion, the Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members (if necessary). Each Participating Class Member's Individual Settlement Amount shall be based on his or her proportionate Workweeks Worked during the Class Period compared to the total number of Workweeks Worked by all Participating Class Members during the Class Period. The Class Notice will inform Class Members of his/her estimated number of Workweeks Worked during the Class Period. Class Members may dispute their estimated Workweeks Worked if they feel they worked more weeks in the Class Period in California than Defendant's records show by timely submitting evidence to the Settlement Administrator.

E. Timing of Settlement Disbursements

The Settlement Administrator will provide Defendants with wire transfer information within three (3) days after the Final Approval. Defendants shall fund the Gross Settlement Amount within thirty (30) days after Final Approval. (S.A. ¶ 4.1.) Within ten (10) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel

Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (S.A. ¶ 4.2.)

If any settlement check is returned to the Settlement Administrator within 120 days of mailing, the Settlement Administrator will, within seven (7) days of receipt of the returned settlement check, perform a skip trace to locate the individual, notify Defense Counsel and Class Counsel of the results, and re-mail the returned check to the new address.

Settlement Class Members shall have 180 calendar days after the mailing by the Settlement Administrator to cash their settlement checks. If any Settlement Class Member's check is not cashed within that period, the check will be void, and the Administrator will tally up the sum value of the expired checks within thirty (30) days after the void date of the final installment and use the funds to pay for Defendant's share of payroll taxes. The Administrator shall transmit any remaining funds represented by such checks to the *cy pres* recipient, Legal Aid at Work. (S.A. ¶ 4.4.3.) The Release will be binding upon all Settlement Class Members, including those who do not cash their checks within the 180-day period.

F. TAX TREATMENT

The Individual Settlement Amounts paid to Participating Class Members for Class Claims will be allocated for tax purposes based on the allegations in the Action as follows: ten percent (10%) will be allocated as wages subject to withholdings of all applicable local, state, and federal taxes; and ninety percent (90%) will be allocated as interest and as civil penalties (pursuant to, *e.g.*, California Labor Code Sections 203 and 226) from which no taxes will be withheld. (S.A. ¶ 3.2.4.1.) To the extent required, the Settlement Administrator will issue each Settlement Class Member an Internal Revenue Service Form W-2 and comparable state forms concerning the wage allocation and Form 1099 concerning the penalties and interest allocations.

G. PARTICIPATING CLASS MEMBERS' RELEASE OF CLAIMS

In exchange for these payments, the Settlement Agreement provides that the Participating Class Members will release the Released Parties of the claims alleged or could have been alleged based on the facts stated in the operative complaint as follows:

> In consideration for their awarded Individual Class Payment, as of the date the Settlement becomes Final and has been fully funded, Plaintiff and all Participating Class Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, release all claims against Defendants and the Released Parties that were or reasonably could have been alleged arising out of or related to the same operative facts set forth in the Operative Complaint and/or PAGA Notice that arose during the Class Period and/or PAGA Period, including but not limited to claims for: (1) failure to pay overtime wages in violation of Labor Code sections 204, 210, 510, 558, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to pay sick wages at the proper legal rate under Labor Code section 246, 558, 1194.2, 1197.1, 1198, and 1199 and the applicable IWC Wage Order(s); (5) failure to provide complete and accurate itemized wage statements in violation of Labor Code sections 226 and 226.3; (6) waiting time penalties for failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204; (7) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (8) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (9) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

(S.A. ¶ 5.1.)

Likewise, the PAGA Members will release all PAGA Claims as follows:

> In consideration for their awarded Individual PAGA Payment, as of the date the Settlement becomes Final, Plaintiff and the LWDA will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, any and all claims for civil penalties under PAGA against Defendants and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action (the "Released PAGA Claims"). All PAGA Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, will release the PAGA claims described herein against Defendants and the Released Parties and will receive a portion of the amount set aside as PAGA Penalties, regardless of whether they opt out of the release of the Class Claims.

(S.A. ¶ 5.2.)

IV. PROVISIONAL CERTIFICATION OF THE CLASS UNDER THE LESSER STANDARD OF SCRUTINY FOR SETTLEMENT-ONLY CERTIFICATION IS APPROPRIATE FOR PURPOSES OF SETTLEMENT

California Rule of Court 3.769(d) provides that the Court may make an order approving certification of a provisional settlement class at the preliminary approval stage. It is well-established that trial courts should use a "lesser standard of scrutiny" to determine the propriety of certifying a settlement class instead of a litigation class. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 at n.19.

The reasons include that no trial is anticipated in a settlement class, so the case management issues inherent in determining if the class should be certified need not be confronted; and the trial court's fairness review of the settlement protects the interests of the non-representative Class Members. *Id.*; *see also Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.2d 615, 633 ("Th[e] relationship between the certification determination and the merits of the case is further attenuated within the context of the settlement evaluation process . . . [C]ertification issues raised by class action litigation that is resolved short of a decision on the merits must be viewed in a different light."); *Amchem Prods., Inc. v. Windsor* (1997) 521 U.S. 591, 620 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case if tried, would present intractable management problems . . . for the proposal is that there be no trial.").

As discussed below, for the purposes of this Settlement only, Plaintiff requests that this Court provisionally certify the Class, as defined above, under Code of Civil Procedure § 382.

A. NUMEROSITY AND ASCERTAINABILITY

Numerosity is met if a proposed class is so large that joinder of all members would be impracticable. *See* Cal. Code Civ. Proc. § 382. A proposed settlement class is ascertainable if the class members can be objectively identified and given notice of the litigation without unreasonable time or expense. *See Medrazo v. Honda of N. Hollywood* (2008) 166 Cal.App.4th 89, 101.

According to Defendants' records, there are approximately 524 Class Members. Plaintiff contends that this figure undoubtedly satisfies the numerosity requirement.

B. Well-Defined Community of Interest

1. *Commonality*

To justify certification, the class proponent must show that questions of law or fact common to the class predominate over the questions affecting the individual members. *See Arenas v. El Torito Rests., Inc*. (2010) 183 Cal.App.4th 723, 732 (citing *Washington Mut. Bank v. Superior Court* (2001) 24 Cal.4th 906, 913.)

Here, Plaintiff contends that the Class was subject to common policies and practices relating to the provision of meal and rest periods and payment of minimum and overtime wages, provision of wage statements, and final pay upon separation/termination, among other things. While the Parties dispute whether a class would be appropriate if the litigation were to continue, they agree to class certification for the purposes of this Settlement only.

2. *Typicality*

Typicality "focuses on whether there exists a relationship between the Plaintiff's claims and the claims alleged on behalf of the class." *See* Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* ("*Newberg*") § 3:13 (4th ed. 2002). Again, the Parties dispute whether Plaintiff's claims are typical of the Class for the purposes of any continued litigation of the Action, but agree for the purposes of this Settlement only, that Plaintiff asserts claims regarding, among other things, Defendant's wage payment policies, calculation of the "regular rate of pay," meal and rest period policies/practices, wage statements, and the provisions governing the timely and complete payment of wages, which are at the core of the lawsuit.

3. *Adequacy of Representation*

The proposed class representative must establish that they will adequately represent the proposed Settlement Class. *See Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540, 546. Specifically, Plaintiff's position is that he is adequate to represent the Class because Defendants employed him during the Class Period, he experienced the same wage and hour practices as the rest of the Class, he understands his duties as Class Representative, has been willing to undergo the risk of litigation, and has no conflicts of interest.

Adequacy may be established by the fact that counsel is an experienced practitioner. *See Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.* (9th Cir. 2001) 244 F.3d 1152, 1162. Here, Plaintiff asserts that he is represented by Class Counsel with extensive experience in wage and hour class and PAGA actions like the instant matter. (Bokhour Decl. ¶¶ 2-5; Declaration of Joshua Falakassa in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Falakassa Decl.") ¶¶ 2-8.)

4. *Superiority*

Plaintiff further contends that class certification for settlement purposes is superior here because there will be a global resolution of all claims at once, which fosters judicial economy. Class certification for settlement purposes is also vastly superior to litigation of numerous individual claims because most of the claims are too small to litigate outside of the class context.

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT, WHICH IS FAIR, ADEQUATE, AND REASONABLE

A. CLASS ACTION SETTLEMENTS ARE SUBJECT TO JUDICIAL REVIEW AND APPROVAL UNDER THE CALIFORNIA RULES OF COURT

The law favors settlements. *Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 13150. This is particularly true in class actions where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. However, a class action may not be dismissed, compromised, or settled without the Court's approval. Cal. R. Ct. 3.769(a). The California Rules of Court set forth the procedures for court approval of a class action settlement: (1) the Court preliminarily approves the settlement; (2) class members receive notice as directed by the Court; and (3) the Court conducts a final approval hearing to inquire into the fairness of the proposed settlement. *See* Cal. R. Ct. 3.769(c), (e-g).

The decision to approve or reject a proposed settlement lies within the Court's sound discretion. *See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224. Nevertheless, in considering a potential settlement for approval, a court is not to turn the approval hearing "into a trial or rehearsal for trial on the merits [or] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute." *Officers for Justice,* 688 F.2d at 625.

The Court's ultimate duty is to determine whether the settlement is fair, adequate, and reasonable. *See Dunk,* 48 Cal.App.4th at 1801 (setting forth the "fair, adequate, and reasonable" standard) (citing *Officers for Justice*, *supra*); *Cho v. Seagate Tech. Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742-43 (a trial court must approve a class action settlement agreement, but only after determining that it is "'fair, adequate and reasonable,'" considering factors such as the "'risk, expense, [and] complexity'" of continued litigation) (citations omitted). The Court has broad discretion in making its fairness determination, and should consider factors including:

> [T]he 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 . . . and the reaction of the Class Members to the proposed settlement.

Dunk, supra (setting forth a non-exhaustive list of factors for the court's consideration at final approval).

The above factors are not exclusive, "and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." *Wershba*, 91 Cal.App.4th at 245. However, in doing so, the Court must give "[due] regard to what is otherwise a private consensual agreement between the parties." *Id.* The inquiry must be limited "to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Id.* (citation and internal quotation marks omitted).

At the preliminary approval stage, the Court needs only to determine that the settlement falls within the "range of possible judicial approval" so that notice to the class and the scheduling of the fairness hearing is worthwhile. *See Newberg* § 11:25. Indeed, the Court should grant preliminary approval if there are no "grounds to doubt its fairness or other obvious deficiencies … and [the settlement] appears to fall within the range of possible approval." *Manual For Complex Litigation* (Third) § 30.41 (1995); *see Dunk*, 48 Cal.App.4th at 1802. 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." *Dunk*, *supra* (citing *Newberg* § 11:41).

As demonstrated below, the Settlement falls well within the range of approval because there are no grounds to doubt its fairness.

B. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, NON-COLLUSIVE NEGOTIATIONS

The Settlement was the product of extensive arm's length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive in nature. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiff and Class Counsel believed that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendants prevailed on any of their defenses, the Class Members may not have received any substantial monetary recovery.

C. THE EXTENT OF THE INVESTIGATION WAS MORE THAN SUFFICIENT TO PERMIT PRELIMINARY APPROVAL OF THE SETTLEMENT

Plaintiff and Class Counsel thoroughly investigated and evaluated this case's factual and legal strengths and weaknesses before reaching the Settlement. As described above, the Settlement was reached after extensive investigation and research, thorough calculations and risk evaluation, and a substantial exchange of information relating to Plaintiff and the Class Members prior to mediation.

D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS

To evaluate a settlement, the parties must provide the trial court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. The *Kullar* requirement was further explained in *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, which held that an explicit statement of the maximum theoretical amount that the class could recover was not necessary:

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

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. *Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 250 ("Compromise is inherent and necessary in the settlement process … even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.")

Of relevance to the reasonableness of the proposed Settlement is the fact that significant legal and factual grounds for defending this action exist. As further detailed below, in addition to disputing the merits of Plaintiff's claims, Defendants disputed whether Plaintiff could obtain class certification, arguing *inter alia* a lack of commonality of the legal claims and injuries. Defendants further argued that it complied with the applicable law, that all Class Members were paid all of their wages owed, and allowed to take their meal and rest periods, and that any purported deviations were individualized, thereby limiting Plaintiff's ability to certify the Class. While Plaintiff asserts that this is a suitable case for certification, he realizes that there is always a significant risk associated with class certification proceedings, which could significantly limit the claims he could pursue on a class basis.

Considering the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Class. While the total Settlement Amount is a compromise figure, the Parties effectively weighed and considered the potential risks and opportunities, resulting in a fair and equitable Settlement.

Based on detailed data obtained through informal discovery and information exchanges, Plaintiff's counsel estimates the following key figures through the mediation date: (1) approximately 524 Class Members who worked approximately 71,233. (Bokhour Decl. ¶ 20.)

1. Failure to Pay for All Minimum and Overtime Wages

Plaintiff alleges that Defendants failed to include non-discretionary bonuses and other forms of incentive compensation when calculating non-exempt employees' "regular rate of pay" for purposes of overtime and sick pay wages. Defendants dispute these allegations, asserting that they properly adjusted overtime rates where required, correctly excluded certain payments consistent with applicable law, and that any potential underpayments were made in good faith and were *de minimis*. (Bokhour Decl. ¶ 21.)

While Plaintiff believes that Defendants' sampling of pay records revealed "regular rate of pay" violations, the underpayments of overtime and sick wages were not significant throughout the Class Period. (Bokhour Decl. ¶ 22.)

Due to this and in light of Defendant's other defenses, Plaintiff completely discounted these two claims, keeping in mind that the true significant value of this unpaid wages claim lies in the derivative claims for waiting time penalties under Labor Code § 203 and wage statement violations under Labor Code § 226 as discussed below. (Bokhour Decl. ¶ 23.)

2. Waiting Time Penalties

With respect to Plaintiff's waiting time penalty claim, approximately 379 Class Members were separated from their employment with Defendants during the relevant statutory period. As such, the maximum potential penalty under Labor Code § 201 – 203 is $2,603,275 (379 employees x 8 hours per day x average hourly rate of $28.62 x 30 days). (Bokhour Decl. ¶ 24.)

In response, Defendants argued that it would defeat the waiting time penalty claim because any failure to pay wages was not willful, and in good faith, and occurred before the waiting time penalty liability period. (Bokhour Decl. ¶ 25.) Defendants further argued that they would defeat liability for waiting time penalties arising from Plaintiff's meal and rest period claims. (Bokhour Decl. ¶ 26.)

Therefore, Plaintiff applied a 50% risk of defeat at the class certification stage and an additional 50% risk of defeat at the summary judgment stage or on the merits, resulting in the risk-adjusted value of $650,818 for Plaintiff's waiting time penalty claim. (Bokhour Decl. ¶ 27.)

3. Failure to Provide Meal and Rest Periods or Pay Compensation in Lieu Thereof at the "Regular Rate of Pay"

With respect to Plaintiff's meal and rest period violation claims, the Class Members worked 322,194 shifts during the Class Period. Based on Defendants' sampling of employee time and payroll records, the pre-mediation sampling indicated an alleged 40% violation rate for meal period claims and an alleged 33% violation rate for rest period claims. Given the total number of shifts at issue (approximately 322,194), this established maximum values of $3,688,476 for the meal period claims (322,194 total shifts x 40% violation rate x $28.62 per LC § 226.7) and $3,042,993 for rest period claims (322,194 total shifts x 33% violation rate x $28.62 per LC § 226.7). (Bokhour Decl. ¶ 28.)

However, Defendants vehemently opposed Plaintiff's meal and rest period claims based on the following arguments: (1) Plaintiff's meal and rest period claims fall directly into the category of "individualized issues," (2) that its written policies and practices were compliant with California law, and (3) putative class members had ample latitude regarding whether, when, and how they took their meal and rest breaks. Based thereon, Defendants asserted that a factfinder would have to determine for each Class Member whether a break was missed and, if so, why it was noncompliant/nonexistent, because if it was by the employee's choice, no liability attaches to Defendants. (Bokhour Decl. ¶ 29.)

Based on these arguments, Plaintiff believes there is a 35% risk that the Court would deny class certification on these meal period and rest period violation claims. (Bokhour Decl. ¶ 30.)

Defendants further argued that, even if certification were granted on these claims, they would defeat these claims on the merits because Defendants utilized California compliant meal and rest period policies and practices, and it would present sufficient evidence that the putative class members were adequately provided with all breaks or paid compensation in lieu thereof. Moreover, Defendants argued that Plaintiff could not present sufficient evidence establishing the number of meal and rest period violations to allow a factfinder to determine damages appropriately. Plaintiff acknowledged these risks and incorporated a further 50% reduction.

Based on the above, Plaintiff calculates the risk-adjusted value of the meal period claims to be $1,198,754, and the rest period claims to be $988,972. (Bokhour Decl. ¶ 31.)

4. Failure to Provide Accurate Itemized Wage Statements

Plaintiff estimates that the maximum potential penalties for the derivative wage statement claim are $1,361,7000 (based on approximately 27,234 allegedly violative wage statements issued during the Class Period). In calculating Defendants' exposure, Plaintiff gave Defendants the benefit of assuming Plaintiff could only obtain the "initial" wage statement penalty of $50 per violation, for a total of $514,750 in potential wage statement penalties. *Id.*, Lab. Code § 226(e) (providing for a $50 penalty for "initial" violations); *Amaral v. Cintas Corp.* No. 2, 163 Cal.App.4th 1157, 1207 (2008) (finding that "initial" violation rate applies until the employer has been notified that it is violating a Labor Code provision.) (Bokhour Decl. ¶ 32.)

In response to Plaintiff's wage statement violation claim, Defendants contended that any alleged violations were not "knowing and intentional," and that Plaintiff could not establish that he or anyone else suffered "injury" because of any alleged wage statement violations. Further, Defendants relied on their defenses to Plaintiff's underlying claims on the merits and the propriety of class certification. (Bokhour Decl. ¶ 33.)

As such, Plaintiff discounted the calculated maximum exposure by 40% for the risk of non-certification and by an additional 75% for the risk of being unsuccessful on the merits to arrive at an estimated total of $204,255. (Bokhour Decl. ¶ 34.)

5. Failure to Reimburse for Necessary Business Expenses

Plaintiff alleged that he and the Class Members were not reimbursed for necessary business expenses incurred while working for Defendant, which included reimbursement for personal cell phone use for work purposes. Based on Defendant's data, there was a total of approximately 524 non-exempt employees and 71,233 workweeks during the Class Period. Assuming $10.00 weekly pay for cell phone use, Plaintiff calculated that Defendants would be liable for a total of $712,330 in unreimbursed business expenses. (Bokhour Decl. ¶ 35.)

However, Defendants argued that Plaintiff and the Class were not required to use their cell phones for work purposes and that it was thus not a necessary business expense. Further, Defendants argued that Plaintiff and the Class were adequately reimbursed for cell phone use to the extent they even used phones at all. Finally, Defendants argued that any reimbursement claim required an individualized inquiry and that these claims were therefore not suitable for class certification. (Bokhour Decl. ¶ 36.)

Accordingly, Plaintiff discounted this maximum amount by 30% for risk of non-certification and by an additional 40% for risk of being unsuccessful on the merits to arrive at an estimated exposure of $299,178. (Bokhour Decl. ¶ 37.)

6. <u>PAGA Penalties</u>

Plaintiff also sought PAGA penalties for each violation for which they are available and alleged that these penalties can be "stacked." *See Gonzalez v. Corecivic of Tennessee, LLC*, No. 1:16-cv-01891-DAD-JLT, 2018 WL 4388425 (E.D. Cal. Sept. 12, 2018) ("'stacking' PAGA penalties is not inappropriate under California law"). Assuming that a PAGA penalty is available in the default amount of $100 per pay period and is not reduced, the maximum potential PAGA penalty would be $2,723,400 for the pay periods during the PAGA period. *See* Cal. Lab. Code. § 2699(f)(2). (Bokhour Decl. ¶ 38.)

However, this maximum figure does not account for significant legal and factual uncertainties regarding the assessment and potential reduction of PAGA penalties. First, while Plaintiff asserts that stacking of penalties is permissible, the extent to which a court would allow multiple penalties per pay period remains unsettled. Courts have discretion to determine whether stacking is appropriate, particularly when penalties arise from derivative violations. Second, Labor Code § 2699(h) grants courts broad authority to reduce PAGA penalties if awarding the full amount would be "unjust, arbitrary and oppressive, or confiscatory." Courts have exercised this discretion in similar cases, recognizing that full penalties are not always warranted where an employer did not act in bad faith, deliberately evade clear obligations, or negligently fail to understand its wage and hour responsibilities. See *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016) (finding PAGA penalty reductions appropriate where legal obligations were genuinely unclear and strict enforcement would be excessive). (Bokhour Decl. ¶ 39.)

Considering these risks, including the possibility of judicial reduction of penalties and Defendant's anticipated defenses, Plaintiff applied a 75% discount to the maximum PAGA exposure. This discount accounts for the uncertainty of penalty stacking and the likelihood that the court would exercise its discretion to reduce penalties based on the specific circumstances of the case. Accordingly, Plaintiff estimates the reasonable PAGA penalty exposure to be $680,850 after applying this discount. (Bokhour Decl. ¶ 40.)

In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates the risk-adjusted class recovery as follows:

- Overtime Regular Rate Claim: $0 (*discounted*)
- Labor Code §§ 201 – 203 Claims: $650,818
- Meal Period Claims: $1,198,754
- Rest Break Claims: $988,972
- Labor Code § 226 Claims: $204,255
- Reimbursement Claims: $299,178
- PAGA Penalties $680,850
- **Total Risk-Adjusted Penalties and Damages**: **$4,022,827**

(Bokhour Decl. ¶ 44.)

Given the realistic value of Plaintiff's claims, the $2,200,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 54% of Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class. (Bokhour Decl. ¶ 42.)

Settlements achieving between 25% and 60% of the estimated risk-adjusted exposure are routinely approved as fair and reasonable in California wage-and-hour actions (see *Wershba*, supra; *Kullar*, supra). For these reasons, the Parties submit that the agreed-upon Settlement is fair and reasonable.

E. PLAINTIFF'S COUNSEL ARE EXPERIENCED IN SIMILAR WAGE-AND-HOUR LITIGATION

The view of the attorneys actively conducting the litigation is entitled to significant weight in deciding whether to approve the settlement. *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, *aff'd* (9th Cir. 1981) 661 F.2d 939; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 (court must take into account "the experience and view of counsel") (internal quotation and citation omitted).

Plaintiff's counsel is also highly experienced in class and PAGA litigation, having litigated upwards of 100 class actions and PAGA cases, having been named "Super Lawyers Rising Stars" in employment litigation (a distinction awarded to only 2.5% of litigators), and having achieved large class action settlements in California. (Bokhour Decl. ¶¶ 2-5; Falakassa Decl. ¶¶ 2-5.) Plaintiff's counsel, operating at arm's length, weighed the strengths and risks of this case and is of the view that this is a fair and reasonable Settlement in light of the nature of the claims, realistic risk-adjusted value of damages, complexities of the case, the state of the law, and uncertainties of class certification and litigation.

F. THE CLASS NOTICE CONFORMS TO ALL APPLICABLE STATUTES AND RULES

The proposed Class Notice should be approved, as it fully informs the Class Members of the nature of the lawsuit and each Class Member's rights under the terms of the Settlement Agreement and applicable law. The manner in which the Class Notice shall be disseminated, as outlined above, shall ensure that all or nearly all of the Class Members shall be properly notified of the proposed Settlement.

The proposed Class Notice and proposed plan for the Settlement Administrator to mail the Class Notice to the last known address of all Class Members complies with all the requirements of California Rule of Court. The contents of the proposed Class Notice include (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs and the Settlement Administration Costs; (3) details about the final fairness hearing and how Class Members may elect to exclude themselves or make an objection; and (4) how Class Members can obtain additional information. (Bokhour Decl., Exhibit B). In addition, it will inform Class Members of their estimated settlement share.

The Court has wide discretion in approving the means of providing notice, so long as the class representative "provides meaningful notice in a form that should have a reasonable chance of reaching a substantial percentage of Class Members." *Archibald v. Cinerama Hotels*, (1976) 15 Cal.3d 853, 861. Here, the Parties' notice plan is that notice of the Settlement will be disseminated directly to the Class Members by first-class mail by the Settlement Administrator, since Defendants have the last known addresses of all Class Members, and the Settlement Administrator will perform a skip trace and update those addresses for any Class Notices that are returned and re-send the Class Notice.

The Class Notice satisfies the requirements of Rule of Court 3.766 and affords Class Members with all due process protections required by the United States Constitution. Moreover, the contents of the Class Notice are in compliance with Cal. R. Ct. 3.766(d), because the Class Notice includes, without limitation (1) a detailed explanation of the case, including the basic contentions or denials of the Parties; (2) a statement that the court will exclude the Class Member if the Class Member so requests by a specified date; (3) a procedure for the Class Members to follow in requesting exclusion from the Class; (4) a statement that the judgment, whether favorable or not, will bind all Class Members who do not request exclusion; and (5) a statement that any Class Member who does not request exclusion may if the Class Member so desires, enter an appearance through counsel. The 45-day deadline for Class Members to exclude themselves is reasonable, as it provides Class Members with sufficient time to do so and, if they choose, to seek independent legal advice in the interim. If a Class Member does not opt out, then he or she will automatically be sent a settlement check.

G. <u>THE NON-REVERSIONARY "CHECKS CASHED" DISTRIBUTION ENSURES MAXIMAL RECOVERY FOR CLASS MEMBERS</u>

The fact that each Class Member who does not opt out of the Settlement shall be mailed a check ensures that every Class Member will be paid unless he or she affirmatively acts to exclude himself or herself. If any Settlement Class Member's check is not cashed within that period, the check will be void, and the Administrator will use the funds to pay for Defendants' share of payroll taxes; any remaining funds represented by such checks will be donated to *cy pres* recipient Legal Aid at Work, as set forth in the Settlement Agreement subject to approval of the Court. Such terms are to demonstrate that there was no collusion between counsel for the Parties and that the Settlement is fair and favorable to the Class Members.

H. <u>THE ATTORNEYS' FEES ALLOCATION UNDER THE SETTLEMENT AGREEMENT IS FAIR</u>

Under the terms of the Settlement Agreement, Class Counsel requests an amount not exceeding one-third of the Settlement Amount in attorneys' fees. (S*ee, e.g., Laffite v. Robert Half Int'l Inc.* (2016) 1 Cal.5th. 480 (approving 1/3 fee in the amount of $6.33 million at a 2.13 lodestar multiplier, when class action litigation establishes a monetary fund for the benefit of the Class Members, the trial court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created); *see also Stuart v. RadioShack Corp*. (N.D. Cal. Aug. 9, 2010) No. C-07-4499 EMC, 2010 WL 3155645 (approving fee award of 1/3 of the total maximum settlement amount of $4.5 million) (the court noted that the fee award of 1/3 of the total settlement was "well within the range of percentages which courts have upheld as reasonable in other class action lawsuits"); *Singer v. Becton Dickinson and Co*. (S.D. Cal. June 1, 2010) No. 08-cv-1501-IEG (BLM), 2010 WL 2196104, at *8 (approving fee award of 33.33% of the common fund); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007) No. 1:05cv0484 DLB, 2007 WL 3492841, at *4 (awarding fees of 1/3 of common fund in a wage and hour class action, noting: "[f]ee awards in class actions average around one-third of the recovery."); *Martin v. FedEx Ground Package System, Inc*. (N.D. Cal. Dec. 31, 2008) No. C 06-6883 VRW, 2008 WL 5478576, at *8 (approving fees of 1/3 of the common fund).

Once the Court grants preliminary approval of the Settlement Agreement and the Class Notice is disseminated, Plaintiff's counsel will submit a request for attorneys' fees and costs with its final approval motion.

I. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND APPROPRIATE

The Settlement Agreement provides a Service Award to the named Plaintiff in the amount not exceeding $10,000. The proposed Service Award is reasonable given the time and effort Plaintiff devoted to this case. Plaintiff's efforts included providing factual background for the class and PAGA complaint and PAGA Letter; providing documents and information about Defendant's compensation plans and meal/rest policies/procedures; participating in phone calls to discuss litigation and settlement strategy; making herself available throughout the litigation to assist with analyzing the claims and defenses; helping Class Counsel prepare for the mediation and being available during mediation; and reviewing the Settlement documents. The Plaintiff also assumed significant risk in bringing this litigation—had he lost, he could have been ordered to pay Defendants' costs and potentially excluded from other similar jobs in the industry. (*See* Declaration of Zabihullah Azamy in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement)

The Service Award requested falls within the incentive payments typically awarded to Class Representatives in similar class actions. *See, e.g. Bond v. Ferguson Enterprises, Inc*. (E.D. Cal. 2011) No. 1:09–cv–1662 OWW MJS, 2011 WL 2648879 (approving $11,250 service award to each of the two class representatives in a trucker meal break class action; *Ross v. US Bank National Association* (N.D. Cal. 2010) No. C 07-02951 SI, 2010 WL 3833922, at *2 (approving $20,000 enhancement award to Class Representative in California wage-and-hour class action settlement); *Vasquez v. Coast Valley Roofing, Inc*. (E.D. Cal. 2010) 266 F.R.D. 4150, 493 (approving service awards in the amount of $15,000 each from a $300,000 settlement fund in a wage/hour class action). The proposed $10,000 service payment represents less than 0.5% of the total settlement fund and compensates Plaintiff for assisting counsel, participating in discovery, and accepting reputational risk.

VI. THE COURT SHOULD APPOINT XPAND CLASS ACTION SETTLEMENT ADMINISTRATORS AS THE SETTLEMENT ADMINISTRATOR

Subject to the Court's approval, the parties have selected Xpand to serve as the Settlement Administrator. Xpand is experienced in administering class action settlements and will not exceed $7,000 to administer this class action Settlement. Xpand has agreed to perform all administration duties, including mailing notice, processing exclusions and objections, calculating settlement shares, and issuing payments.

VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

The final step in the approval process is the formal hearing, during which proponents of the Settlement may explain and describe its terms and conditions and offer arguments in support of approval. Class Members or their counsel may also be heard in support of or in opposition to the Settlement. Subject to the Court's approval, the Settlement Agreement stipulates that the Court schedules a hearing for final approval.

VIII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

Dated: November 12, 2025

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

BY: ______________________

MEHRDAD BOKHOUR
JOSHUA FALAKASSA
Attorneys for Plaintiff and the Putative Class

Make a Reservation

AZAMY vs CELESTICA, LLC, A GEORGIA LIMITED LIABILITY COMPANY, et al.

Case Number: 24CV059992 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-01-12 Location: Rene C. Davidson Courthouse - Department 21

Reservation

Case Name: AZAMY vs CELESTICA, LLC, A GEORGIA LIMITED LIABILITY COMPANY, et al.	Case Number: 24CV059992
Type: Motion re: (Plaintiff's Motion for Preliminary Approval of Class Action Settlement)	Status: RESERVED
Filing Party: Zabihullah Azamy (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 21
Date/Time: 12/09/2025 2:30 PM	Number of Motions: 1
Reservation ID: 970031333003	Confirmation Code: CR-PEHAVKBYVGAZIDB8C

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			**$1.00**

Payment

Amount: $1.00	Type: Visa
Account Number: XXXX0523	Authorization: 277000
Payment Date: n/a	

Print Receipt | Reserve Another Hearing | View My Reservations