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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TEHAMA

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

Plaintiff,

v.

PACIFIC WOODTECH CORPORATION, a
Washington Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 24CI-000049

**PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Declarations of Mehrdad Bokhour, Joshua
Falakassa, Thomas Roberts, and [Proposed]
Order filed concurrently herewith]*

HEARING INFORMATION

Date: October 27, 2026

Time: 8:30 a.m

Dept.: 5

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 28, 2026, at 8:30 p.m., or as soon thereafter as the matter may be heard, in Department 5 of the Tehama County Superior Court, located at 1740 Walnut Street, Red Bluff, California 96080, Plaintiff Thomas Roberts, individually and on behalf of all others similarly situated, will and hereby does move the Court for an order:

1. Certifying the proposed Settlement Class for settlement purposes only;
2. Preliminarily appointing Plaintiff Thomas Roberts as the Class Representative for settlement purposes only;
3. Appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel for settlement purposes only;
4. Preliminarily approving the Parties Class Action and PAGA Settlement Agreement and Release of Claims ("Settlement") as fair, reasonable, and adequate;
5. Approving the form and manner of the Class Notice and directing its dissemination to Settlement Class Members, including notice of their rights to request exclusion from, or object to, the Settlement; and
6. Setting a date for the Final Approval Hearing to determine whether the Settlement should receive final approval.

This Motion is based on this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Mehrdad Bokhour, Joshua S. Falakassa, and Plaintiff Thomas Roberts, the Class Action and PAGA Settlement Agreement and Release of Claims, the Proposed Order Granting Preliminary Approval, all pleadings and papers on file in this action, and such other oral and documentary evidence as may be presented at the hearing.

Dated: September 28, 2026

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

BY:

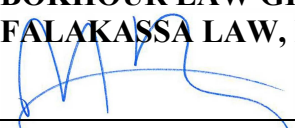

Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiff and the Putative Class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Thomas Roberts (“Plaintiff”), individually and on behalf of all others similarly
4 situated, respectfully moves for preliminary approval of the Parties’ Class Action and PAGA
5 Settlement Agreement and Release of Claims (“Settlement”). Subject to Court approval,
6 Plaintiff and Defendants Pacific Woodtech Corporation and Louisiana-Pacific Corporation
7 (“Defendants”) (collectively, the “Parties”) have agreed to resolve the claims asserted in this
8 Action, as well as the claims of the proposed Settlement Class and PAGA Members, for a non-
9 reversionary Gross Settlement Amount of \$738,000.

10 Plaintiff seeks certification, for settlement purposes only, of a Settlement Class
11 consisting of all individuals who are or were employed by Defendants in an hourly-paid or non-
12 exempt position in California at any time during the Class Period, defined as March 15, 2020,
13 through January 1, 2026. The Settlement also resolves Plaintiff’s representative claims under the
14 Private Attorneys General Act (“PAGA”) on behalf of all individuals who were employed by
15 Defendants in an hourly-paid or non-exempt position in California during the PAGA Period,
16 defined as March 15, 2023, through January 1, 2026 (“PAGA Members”).

17 Under the Settlement, Defendants will not oppose Plaintiff’s requests for: (1) attorneys’
18 fees of up to \$246,000 (one-third of the Gross Settlement Amount); (2) litigation costs of up to
19 \$30,000; (3) settlement administration costs of up to \$6,000; (4) a Class Representative Service
20 Award of up to \$10,000; and (5) a \$20,000 allocation to settle the PAGA claims, of which
21 \$15,000 (75%) will be paid to the California Labor and Workforce Development Agency
22 (“LWDA”) and \$5,000 (25%) will be distributed to the PAGA Members.

23

	Total Amount
<i>Gross Settlement Amount</i>	\$738,000
Class Counsel Fees Payment	\$246,000
Class Counsel Litigation Expenses Payment	\$30,000
Administration Expenses Payment	\$6,000
PAGA Penalties to LWDA (75% of \$20K award)	\$15,000
PAGA Penalties to PAGA Members	\$5,000
Class Representative Service Payment	\$10,000
<i>Net Settlement Amount</i>	\$426,000

28

1 The Settlement Class consists of approximately 163 current and former hourly-paid or
2 non-exempt employees who worked for Defendants in California during the Class Period.
3 Plaintiff alleges that, regardless of their specific job title or position, all Settlement Class
4 Members were subject to Defendants' uniform wage-and-hour policies and practices.

5 Individual Class Payments will be distributed on a pro rata basis based on the number of
6 Workweeks each Participating Class Member worked during the Class Period, as reflected in
7 Defendants' payroll records. Accordingly, Class Members who worked more Workweeks
8 during the Class Period will receive proportionately larger Individual Class Payments.

9 Based on Defendants' records, Settlement Class Members worked approximately 18,000
10 Workweeks during the Class Period. After Court-approved deductions from the Gross
11 Settlement Amount, the Net Settlement Amount will be distributed pro rata based on each
12 Participating Class Member's Workweeks. Based on these figures, the estimated average
13 Individual Class Payment is approximately \$2,613, with the highest estimated Individual Class
14 Payment expected to exceed \$6,500, depending on the number of Workweeks worked during
15 the Class Period.

16 The Settlement is non-reversionary, and Settlement Class Members are not required to
17 submit claim forms to receive payment. Instead, each Settlement Class Member will
18 automatically receive a Court-approved Notice advising them of their estimated Individual
19 Class Payment, the Workweeks attributed to them, their right to challenge those Workweeks,
20 and their right to request exclusion from or object to the Settlement.

21 Participating Class Members will automatically receive their Individual Class Payments
22 following Final Approval. PAGA Members will also receive their Individual PAGA Payments
23 regardless of whether they elect to opt out of the class settlement because the PAGA settlement
24 is binding on all aggrieved employees during the PAGA Period.

25 The proposed Settlement is fair, reasonable, and adequate and is the product of
26 informed, arm's-length negotiations conducted with the assistance of experienced wage-and-
27 hour mediator Todd Smith, Esq., following Plaintiff's investigation and analysis of Defendants'
28 personnel, payroll, timekeeping, and employment records, as well as representative class-wide

1 payroll and timekeeping data. Accordingly, Plaintiff respectfully requests that the Court: (1)
2 preliminarily approve the Settlement; (2) certify the Settlement Class for settlement purposes
3 only pursuant to Code of Civil Procedure section 382; (3) approve the proposed Class Notice
4 and method of dissemination; (4) appoint Plaintiff Thomas Roberts as Class Representative and
5 Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel for settlement purposes
6 only; (5) appoint ILYM Group, Inc. as the Settlement Administrator; and (6) schedule a Final
7 Approval Hearing. (Bokhour Decl. ¶ 12.)

8 **II. BACKGROUND**

9 **A. THE PARTIES AND THE PROPOSED CLASS**

10 Defendants manufacture engineered wood products out of Red Bluff, California.
11 (Bokhour Decl. ¶ 14.) Plaintiff was employed by Defendants as a non-exempt employee with
12 the title of “Forklift Operator” out of its Red Bluff, California, facility beginning on June 21,
13 2001, until his separation from employment on December 22, 2023. Plaintiff and other non-
14 exempt employees (including, but not limited to, Production Technician, QC Technician,
15 Electrician, Millwright, Accounting Technician, Payroll Specialist, and all other non-exempt
16 positions) were responsible for all aspects of Defendants’ business in California. However, in
17 these roles, Plaintiff and non-exempt employees were often not afforded all protections and
18 rights conferred under the California Labor Code and applicable wage orders.

19 Plaintiff alleges that Defendants maintained uniform wage-and-hour policies and
20 practices that: (1) failed to pay all minimum and overtime wages, including overtime and paid
21 sick leave at the correct regular rate of pay; (2) failed to provide legally compliant meal and rest
22 periods or premium pay at the correct regular rate in lieu thereof; (3) failed to furnish accurate
23 itemized wage statements; (4) failed to reimburse necessary business expenses; (5) failed to
24 timely pay all wages due upon separation of employment; and (6) engaged in unfair business
25 practices in violation of California law. (Bokhour Decl. ¶ 15.)

26 The proposed Settlement Class consists of all individuals who were employed by
27 Defendants in an hourly-paid or non-exempt position in California during the Class Period,
28 March 15, 2020, through January 1, 2026. (Settlement Agreement ¶¶ 1.3, 1.11, 1.33, 1.37.)

1 **B. PROCEDURAL HISTORY**

2 On March 15, 2024, Plaintiff filed a Class Action in Tehama County Superior Court,
3 asserting class claims based on Defendants’ alleged: (1) failure to pay minimum and overtime
4 wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to pay all
5 sick time; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties;
6 and (7) violation of California’s Unfair Competition Law (“UCL”). Shortly thereafter, Plaintiff
7 filed an amended complaint to add a PAGA cause of action and include the correct Defendants.
8 (Settlement Agreement §§ 2.1-2.3.)

9 Before participating in mediation, Plaintiff conducted a thorough investigation and
10 obtained substantial informal discovery, including Plaintiff’s personnel, payroll, and
11 timekeeping records; representative payroll and timekeeping records for the proposed Settlement
12 Class; Defendants’ relevant employment policies and practices; and information concerning the
13 size of the proposed Settlement Class, total Workweeks, and PAGA pay periods. Plaintiff also
14 retained an expert to analyze Defendants’ payroll and timekeeping data and evaluate the
15 potential damages associated with Plaintiff’s claims, including unpaid minimum and overtime
16 wages, meal and rest period premiums, waiting time penalties, wage statement penalties,
17 unreimbursed business expenses, and PAGA penalties. Based on this investigation, Plaintiff and
18 Class Counsel thoroughly evaluated the strengths and weaknesses of the Action, Defendants’
19 anticipated defenses, and the risks of continued litigation before engaging in settlement
20 negotiations. (Bokhour Decl. ¶¶ 17, 26.)

21 The Parties also considered Defendants’ contention that numerous putative class
22 members executed arbitration agreements containing class-action waivers, which created
23 additional litigation risk and uncertainty and informed the settlement negotiations.

24 On September 24, 2025, the Parties participated in a full-day mediation before
25 experienced wage-and-hour mediator Todd Smith, Esq. After extensive, arm’s-length
26 negotiations conducted under Mr. Smith’s supervision, the Parties reached the Settlement now
27 before the Court. (Bokhour Decl. ¶ 18; Settlement Agreement § 2.5.)

1 Defendants deny all material allegations in the Action, deny that it violated any provision
2 of the California Labor Code, deny that Plaintiff or any Settlement Class Member suffered
3 compensable damages, and maintain that it possesses numerous factual and legal defenses to
4 Plaintiff's claims. Defendants further deny any liability or wrongdoing and dispute that class or
5 representative treatment would be appropriate absent settlement. (Settlement Agreement § 2.4.)

6 After conducting a thorough investigation, reviewing Defendants' records, consulting
7 with Plaintiff, retaining an expert to evaluate the claims and damages, and carefully weighing
8 the risks, expense, and delay of continued litigation against the benefits afforded by the
9 Settlement, Plaintiff and Class Counsel concluded that the Settlement is fair, reasonable,
10 adequate, and in the best interests of the Settlement Class and the PAGA Members.

11 **C. SUMMARY OF PLAINTIFF'S CLAIMS**

12 Plaintiff alleges that Defendants maintained uniform wage-and-hour policies and
13 practices that violated the California Labor Code. Specifically, Plaintiff contends that
14 Defendants failed to pay all minimum and overtime wages, including overtime and paid sick
15 leave calculated at the correct regular rate of pay; failed to provide legally compliant meal and
16 rest periods or premium compensation at the correct regular rate in lieu thereof; failed to furnish
17 accurate itemized wage statements; failed to timely pay all wages due upon separation of
18 employment; and failed to reimburse employees for necessary business expenses. Plaintiff
19 further alleges that these practices constituted unlawful business practices in violation of
20 Business and Professions Code section 17200, *et seq.*, and seeks civil penalties under the Private
21 Attorneys General Act ("PAGA").

22 **D. SUMMARY OF DEFENDANTS' DEFENSES**

23 Defendants deny all material allegations in the Action and contend that it complied with
24 all applicable provisions of the California Labor Code and Industrial Welfare Commission
25 Wage Orders. Defendants maintain that it properly compensated its employees, including
26 paying all minimum and overtime wages and correctly calculating the regular rate of pay;
27 provided legally compliant meal and rest periods or premium pay when required; furnished
28 accurate itemized wage statements; timely paid all wages due upon separation of employment;

1 and fully reimbursed employees for all necessary business expenses. Defendants further deny
2 that Plaintiff or any putative class member suffered compensable damages, dispute that
3 Plaintiff's claims are appropriate for class or representative treatment, and contend that it
4 possesses numerous factual and legal defenses that would preclude or substantially limit any
5 recovery if the Action were litigated.

6 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

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

8 **A. SETTLEMENT CONSIDERATION AND ALLOCATION**

9 Defendants agree to pay a non-reversionary Gross Settlement Amount of \$738,000 in
10 full settlement of the Action. In addition to the Gross Settlement Amount, Defendants will
11 separately pay their share of employer-side payroll taxes attributable to the wage portion of the
12 Individual Class Payments. (Settlement Agreement §§ 1.20, 3.1, 3.2.1.5.)

13 Subject to Court approval, the Gross Settlement Amount will be allocated as follows: (1)
14 attorneys' fees of up to \$246,000 (one-third of the Gross Settlement Amount); (2) litigation
15 costs of up to \$30,000; (3) a Class Representative Service Award of up to \$10,000; (4)
16 Settlement Administration Expenses of up to \$6,000; (5) \$20,000 allocated to settle the PAGA
17 claims, of which \$15,000 (65%) will be paid to the California Labor and Workforce
18 Development Agency ("LWDA") and \$5,000 (35%) will be distributed to PAGA Members; and
19 (6) the remaining balance (the "Net Settlement Amount") will be distributed to Participating
20 Class Members. (Settlement Agreement § 3.2.)

21 Assuming the Court approves the requested deductions, the estimated Net Settlement
22 Amount will be approximately \$426,000. Defendants' records reflect that Settlement Class
23 Members worked approximately 18,000 Workweeks during the Class Period. Accordingly, each
24 Participating Class Member's Individual Class Payment will be calculated on a pro rata basis
25 according to the number of Workweeks he or she worked during the Class Period. Likewise,
26 each PAGA Member will receive an Individual PAGA Payment based on his or her
27 proportionate number of PAGA Pay Periods worked during the PAGA Period. (Settlement
28 Agreement §§ 3.2.1.4, 3.2.3.1, 4.1.)

1 **B. NOTICE PROCEDURES**

2 Within 14 calendar days after entry of the Preliminary Approval Order, Defendants will
3 provide the Settlement Administrator with the Class Data, including each Settlement Class
4 Member's name, last-known mailing address, Social Security number, and the number of Class
5 Period Workweeks and PAGA Pay Periods reflected in Defendants' records. (Settlement
6 Agreement §§ 1.7, 4.2.)

7 Within 15 days after receiving the Class Data, the Settlement Administrator will update
8 Settlement Class Members' addresses using the National Change of Address database and mail
9 the Court-approved Class Notice via first-class U.S. Mail. The Class Notice will advise
10 Settlement Class Members of the material terms of the Settlement, including each individual's
11 estimated settlement payment, credited Workweeks and PAGA Pay Periods, procedures for
12 requesting exclusion, objecting to the Settlement, or challenging the credited Workweeks or
13 PAGA Pay Periods, and the date of the Final Approval Hearing. (Settlement Agreement §§
14 7.4.2-7.4.4.)

15 If a Class Notice is returned as undeliverable, the Settlement Administrator will
16 promptly re-mail the Notice to any forwarding address provided by the United States Postal
17 Service or, if no forwarding address is available, after conducting a Class Member Address
18 Search using reasonably available sources, including skip tracing. Settlement Class Members
19 whose Notices are re-mailed will receive an additional 14 days to submit a Request for
20 Exclusion, objection, or challenge to their credited Workweeks or PAGA Pay Periods.
21 (Settlement Agreement §§ 1.9, 1.43, 7.4.3-7.4.4.)

22 **C. EXCLUSION AND OBJECTION PROCEDURES**

23 Settlement Class Members who wish to exclude themselves from the Settlement must
24 submit a valid written Request for Exclusion to the Settlement Administrator no later than 45
25 calendar days after the initial mailing of the Class Notice (the "Response Deadline"). Settlement
26 Class Members who do not timely submit a valid Request for Exclusion will automatically
27 participate in the Settlement, receive their Individual Class Payments without the need to submit
28 a claim form, and be bound by the terms of the Settlement and the Judgment. (Settlement

Agreement §§ 1.43, 7.5.1-7.5.3.)

Participating Class Members may object to the Settlement by submitting a written objection to the Settlement Administrator on or before the Response Deadline or by appearing at the Final Approval Hearing, either personally or through counsel retained at their own expense. Participating Class Members who object will remain members of the Settlement Class and, if the Settlement is finally approved, will remain bound by its terms. Non-Participating Class Members have no right to object to the class action components of the Settlement. (Settlement Agreement §§ 7.5.4, 7.7.)

D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES

Each Participating Class Member's Individual Class Payment will be calculated on a pro rata basis according to the number of Workweeks he or she worked during the Class Period. Specifically, the Net Settlement Amount will be divided by the total number of Workweeks worked by all Participating Class Members, and each Participating Class Member will receive a proportionate share of the Net Settlement Amount based on his or her individual Workweeks. Any Individual Class Payments attributable to Class Members who timely and validly request exclusion will remain in the Net Settlement Amount and be redistributed pro rata among the Participating Class Members. (Settlement Agreement §§ 3.2.1.4, 3.2.2.)

Each PAGA Member will also receive an Individual PAGA Payment based on the proportionate number of PAGA Pay Periods he or she worked during the PAGA Period. (Settlement Agreement § 3.2.3.1.)

The Class Notice will identify each Settlement Class Member's credited Workweeks, PAGA Pay Periods (if applicable), and estimated settlement payments. Settlement Class Members may challenge the number of credited Workweeks or PAGA Pay Periods by submitting a timely challenge to the Settlement Administrator, whose determination will be final and binding. (Settlement Agreement §§ 7.4.2, 7.6.)

E. TIMING OF SETTLEMENT DISBURSEMENTS

Defendants shall fully fund the Gross Settlement Amount by depositing the settlement proceeds into the Qualified Settlement Fund established by the Settlement Administrator no

1 later than 21 days after the Effective Date. Defendants shall also separately fund the employer's
2 share of payroll taxes attributable to the wage portion of the Individual Class Payments. Within
3 seven (7) days after Defendants fund the Gross Settlement Amount, the Settlement
4 Administrator will distribute the Individual Class Payments, Individual PAGA Payments, the
5 LWDA PAGA Payment, any Court-approved attorneys' fees and litigation costs, the Class
6 Representative Service Award, and Settlement Administration Expenses. The Settlement further
7 provides that the Settlement Administrator shall not distribute the attorneys' fees, litigation
8 costs, or Class Representative Service Award before distributing the Individual Class Payments
9 and Individual PAGA Payments. (Settlement Agreement §§ 4.3-4.4.)

10 **F. TAX TREATMENT**

11 For tax purposes, 20% of each Individual Class Payment will be allocated as wages and
12 reported on an IRS Form W-2, while the remaining 80% will be allocated as interest and
13 restitution and reported on an IRS Form 1099. The Settlement Administrator will calculate and
14 withhold all applicable payroll taxes from the wage portion of the Individual Class Payments
15 and will issue all required tax reporting forms. Defendants will separately pay the employer's
16 share of payroll taxes attributable to the wage portion of the Individual Class Payments.
17 Defendants will report Individual PAGA Payments on IRS Form 1099. Participating Class
18 Members and PAGA Members shall be solely responsible for any taxes owed on their
19 respective settlement payments. (Settlement Agreement § 3.2.1.5.)

20 **G. PARTICIPATING CLASS MEMBERS' RELEASE OF CLAIMS**

21 Upon the Settlement becoming Final and being fully funded, Participating Class
22 Members will release the Released Parties from all claims, rights, demands, liabilities, and
23 causes of action that were alleged, or reasonably could have been alleged, arising out of or
24 related to the facts, transactions, or allegations set forth in the Operative Complaint and arising
25 during the Class Period. The Released Class Claims include claims for unpaid minimum and
26 overtime wages, unpaid sick wages, meal and rest period violations, unpaid wages during
27 employment and upon separation, waiting time penalties, wage statement violations, unlawful
28

business practices, PAGA penalties, and all related claims for liquidated damages, restitution, penalties, interest, attorneys' fees, and costs. (Settlement Agreement §§ 5, 5.3.)

As of the Effective Date, Plaintiff, acting as an authorized proxy and agent of the LWDA and the State of California, will release and settle all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and violations described in the PAGA Notice and arising during the PAGA Period. The Released PAGA Claims are released on behalf of the LWDA and the State of California against the Released Parties. PAGA Members may not exclude themselves from the PAGA portion of the Settlement. Accordingly, PAGA Members who request exclusion from the class portion of the Settlement will remain eligible to receive an Individual PAGA Payment and will remain bound by the resolution of the Released PAGA Claims. (Settlement Agreement §§ 5.4, 7.5.4.)

In consideration for the Class Representative Service Payment, his Individual Class Payment, and the other terms and conditions of the Settlement, Plaintiff separately agrees to release the Released Parties from all known and unknown claims arising on or before the date he signed the Settlement Agreement. Plaintiff also expressly waives the protections of Civil Code section 1542. (Settlement Agreement §§ 5.1, 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) authorizes the Court to provisionally certify a settlement class for purposes of settlement. Because settlement-only certification eliminates concerns regarding trial manageability, courts apply a more relaxed standard when evaluating whether provisional certification is appropriate. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, fn. 19.) Plaintiff therefore requests that the Court provisionally certify the Settlement Class pursuant to Code of Civil Procedure section 382.

A. NUMEROSITY AND ASCERTAINABILITY

Defendants estimate that the Class consists of approximately 163 individuals who were employed by Defendants as nonexempt hourly employees in California during the Class Period.

Class Members are readily ascertainable from Defendants’ employment and payroll records. Because joinder of approximately 163 Class Members would be impracticable, the numerosity and ascertainability requirements are satisfied. (Settlement Agreement §§ 1.4, 4.1, 4.2.)

B. WELL-DEFINED COMMUNITY OF INTEREST

1. Commonality

Plaintiff alleges that Settlement Class Members were subject to common wage-and-hour policies and practices governing, timkeeping, the calculation of the regular rate of pay, meal and rest periods, wage statements, and final wage payments. These common issues are sufficient to support provisional certification for settlement purposes.

2. Typicality

Plaintiff’s claims arise from the same alleged wage-and-hour policies and practices affecting the Settlement Class and are therefore sufficiently typical for settlement purposes.

3. Adequacy of Representation

Adequacy requires that the class representative’s interests are aligned with those of the class and that class counsel are qualified and experienced. (*Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540, 546.)

Plaintiff was employed by Defendants during the Class Period, was subject to the same challenged policies as other Class Members, understands his responsibilities as Class Representative, and has no conflicts of interest with the Settlement Class. Plaintiff is represented by Class Counsel with extensive experience litigating wage and hour class actions and PAGA representative actions. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–11.) Adequacy is therefore satisfied.

4. Superiority

Settlement-only certification promotes judicial economy, avoids duplicative litigation, and provides meaningful relief to Settlement Class Members whose individual claims would likely be impractical to pursue separately.

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

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

5 California law strongly favors settlement, particularly in class actions. (*Bush v. Superior*
6 *Court* (1992) 10 Cal.App.4th 1374, 1385.) Under Rule 3.769, the Court's role at the preliminary
7 approval stage is simply to determine whether the proposed settlement falls within the range of
8 possible approval, appears to be the product of serious, informed, and non-collusive
9 negotiations, and warrants notice to the class. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
10 1794, 1801-1802.)

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

13 Prior to mediation, Plaintiff retained an expert to analyze Defendants' payroll and
14 timekeeping data, evaluate damages, and assess Defendants' potential exposure. Armed with
15 this information, the Parties participated in a full-day mediation before experienced wage-and-
16 hour mediator Todd Smith, Esq., ultimately accepting a mediator's proposal following extensive
17 arm's-length negotiations. The Settlement therefore resulted from serious, informed, and non-
18 collusive negotiations.

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

21 Prior to mediation, Plaintiff and Class Counsel conducted a thorough investigation into
22 the factual and legal bases of the claims. The Parties exchanged substantial informal discovery,
23 including payroll records, timekeeping records, wage statements, policies and procedures, and
24 workforce data. Plaintiff also retained an expert to analyze Defendants' payroll and timekeeping
25 data and prepare detailed damages models addressing the regular-rate, meal period, rest period,
26 waiting-time, wage statement, and PAGA claims. Armed with this information, Class Counsel
27 evaluated the strengths and weaknesses of the Action before recommending settlement.
28 (Bokhour Decl. ¶¶ 14, 26.)

1 This level of investigation was more than sufficient to permit Class Counsel and the
2 Court to evaluate the strengths and weaknesses of the claims and to support preliminary
3 approval of the Settlement.

4 **D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS**

5 Based on Class Counsel's independent investigation and detailed data obtained through
6 informal discovery and information exchanges, and factoring in claim and liability certification
7 probabilities, Class Counsel formulated detailed damages models to evaluate the claims in
8 preparation for mediation and to reach a realistic and reasonable resolution, as further detailed
9 below. (Bokhour Decl. ¶ 19.)

10 **1. Failure to Pay Wages Based on Rounding and Failure to Properly**
11 **Calculate the Regular Rate of Pay**

12 Plaintiff alleged that Defendants' timekeeping practices resulted in the rounding of
13 compensable time to the detriment of Class Members. Based on the timekeeping records
14 produced by Defendants, Plaintiff's expert estimated that the rounding practice resulted in
15 approximately 2,094 net unpaid hours across the Class. Plaintiff's expert estimated \$86,675 in
16 unpaid wages attributable to rounding, plus \$17,665 in interest.

17 Further, Plaintiff also alleged that Defendants failed to include certain nondiscretionary
18 compensation in the regular rate used to calculate overtime wages. Plaintiff's expert estimated
19 that this practice resulted in \$33,448 in unpaid overtime wages, plus \$7,775 in interest. The
20 combined estimated value of the alleged direct wage underpayments and interest was therefore
21 \$145,564. (Bokhour Decl. ¶ 20.)

22 Defendants denied these allegations and maintained that it fully complied with
23 California law. Defendants contended that employees were properly compensated for all hours
24 worked, and that any additional compensation was properly excluded from the regular rate
25 because it constituted discretionary payments or otherwise was not required to be included.
26 Defendants further disputed class certification and asserted that individualized issues
27 concerning employees' schedules and compensation would preclude class treatment. (Bokhour
28 Decl. ¶ 21.)

1 Although Plaintiff believes these claims have merit, Plaintiff recognizes the substantial
2 litigation risks associated with proving class-wide liability and damages. Among other things,
3 Defendants disputed the characterization of the challenged compensation for purposes of
4 calculating the regular rate of pay. Plaintiff also recognizes the possibility that the Court could
5 deny class certification, grant summary judgment, or otherwise substantially limit recovery.
6 (Bokhour Decl. ¶ 22)

7 In light of these risks and uncertainties, Plaintiff completely discounted the minimal
8 estimated wage value of these claims in evaluating the Settlement, keeping in mind that the
9 substantial damages result from the derivative waiting time (Labor Code Section 203) and wage
10 statement penalties (Labor Code Section 226(a)). (Bokhour Decl. ¶ 23.)

11 **2. Waiting Time Penalties**

12 Plaintiff alleged that Defendants failed to pay all wages due to former employees upon
13 separation, thereby entitling them to waiting time penalties under Labor Code sections 201
14 through 203. Based on Defendants' records, Plaintiff's expert identified 77 employees who
15 separated from employment during the applicable statutory period. Assuming the maximum
16 statutory period of 30 days and an average workday of 8.7 hours, Plaintiff's expert estimated a
17 maximum potential exposure of \$560,587 in waiting time penalties. (Bokhour Decl. ¶ 24.)

18 Defendants disputed this claim and maintained that they complied with their final
19 payment obligations. Defendants further contended that any alleged failure to pay all wages due
20 at separation was not willful, as required to recover penalties under Labor Code section 203.
21 Defendants also maintained that the claim was derivative of the disputed underlying wage
22 claims and raised individualized questions concerning each former employee's separation, final
23 payment, and entitlement to any additional wages. Defendants therefore contended that the
24 claim lacked merit and was unsuitable for class treatment. (Bokhour Decl. ¶ 25.)

25 Plaintiff recognizes that recovery would depend on proving an underlying wage
26 violation, establishing that Defendants' alleged failure to pay was willful, obtaining class
27 certification, and prevailing at summary judgment or trial. To account for these substantial risks,
28 Plaintiff applied a 50% discount to the maximum potential exposure of \$560,587. Plaintiff

therefore valued the waiting time penalty claim at approximately \$280,294 for settlement purposes. (Bokhour Decl. ¶ 26.)

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

Plaintiff alleged that Defendants failed to provide compliant meal and rest periods or pay the required premium compensation at the regular rate of pay. Plaintiff’s expert analyzed a sample of Defendants’ timekeeping and payroll records and extrapolated the results across the Class Period. The analysis identified approximately 78,888 shifts exceeding 5 hours and approximately 79,847 shifts lasting at least 3.5 hours. For settlement purposes, Plaintiff applied a 50% violation rate to the meal period claim and a 25% violation rate to the rest period claim. Applying an average regular rate of \$27.58, Plaintiff estimated potential exposure of approximately \$1,087,866 for the meal period claim and \$550,545 for the rest period claim. (Bokhour Decl. ¶ 27.)

Defendants disputed liability and maintained that their written meal and rest period policies complied with California law. Defendants asserted that employees were authorized and permitted to take all required breaks and that any missed, late, or shortened breaks resulted from individual employee choice or circumstances rather than a uniform policy or practice. Defendants further contended that compliance varied based on employees’ duties, work locations, supervisors, schedules, and individual circumstances. Defendants also relied on their meal period attestation procedure as evidence that employees were provided compliant meal periods and had an opportunity to report any missed, late, or shortened meal periods. According to Defendants, these individualized issues created substantial risks that the Court would deny class certification or substantially limit any recovery. (Bokhour Decl. ¶ 28.)

Plaintiff recognizes that the absence of a recorded meal period does not necessarily establish that Defendants failed to provide one and that rest periods generally are not recorded. Plaintiff would therefore face significant challenges establishing liability and damages through common evidence. Plaintiff would also face the risks that the Court could deny class

certification, grant summary judgment, accept Defendants' evidence that breaks were provided, or determine that some alleged violations resulted from employee choice.

To account for these substantial risks, Plaintiff applied a 75% discount to the estimated exposure for each claim. After applying that discount, Plaintiff valued the meal period claim at approximately \$271,966 and the rest period claim at approximately \$137,636 for settlement purposes. (Bokhour Decl. ¶ 29.)

4. Failure to Provide Accurate Itemized Wage Statements

Plaintiff alleged that Defendants issued inaccurate itemized wage statements in violation of Labor Code section 226. This claim was derivative of the alleged failures to pay all wages and meal and rest period premiums and to include all required compensation in the regular rate of pay. Based on Defendants' records, Plaintiff's expert identified approximately 2,871 wage statements issued to 79 Class Members during the applicable statutory period. (Bokhour Decl. ¶ 30.)

Labor Code section 226, subdivision (e), provides for statutory damages of \$50 for the initial pay period in which a violation occurs and \$100 for each violation in a subsequent pay period, subject to a maximum recovery of \$4,000 per employee. Applying those statutory amounts and the applicable maximum, Plaintiff's expert estimated potential exposure of approximately \$283,150 for the wage statement claim. (Bokhour Decl. ¶ 31.)

Defendants disputed this claim and maintained that their wage statements complied with Labor Code section 226. Defendants further contended that any alleged inaccuracies were not knowing and intentional and did not cause the injury required for recovery under section 226. Defendants also relied on their defenses to the underlying wage claims and maintained that individualized issues concerning the contents of each wage statement, the information available to each employee, and whether any employee suffered an injury would preclude class certification. (Bokhour Decl. ¶ 32.)

Plaintiff recognizes that recovery would depend on proving the underlying wage violations as well as a knowing and intentional failure to provide accurate wage statements and the resulting injury. Plaintiff would also face the risks of denial of class certification and an

adverse ruling at summary judgment or trial. To account for these risks, Plaintiff applied a 50% discount to the estimated exposure of \$283,150. Plaintiff therefore valued the wage statement claim at approximately \$141,575 for settlement purposes. (Bokhour Decl. ¶ 33.)

5. PAGA Penalties

Plaintiff also sought civil penalties under PAGA for the alleged Labor Code violations. Based on Defendants' records, Plaintiff's expert identified approximately 2,901 PAGA Pay Periods during the period analyzed. Applying the then applicable default penalty of \$100 per PAGA Pay Period, Plaintiff's expert estimated potential penalties of \$135,700 for unpaid wages, \$188,900 for unpaid overtime based on the regular rate, \$244,300 for meal period violations, \$289,700 for rest period violations, and \$290,100 for wage statement violations. Assuming that penalties could be assessed separately for each category of violation, Plaintiff's expert calculated maximum potential PAGA exposure of approximately \$1,148,700. (Bokhour Decl. ¶ 34.)

This maximum calculation does not account for substantial legal and practical uncertainties. Recovery of PAGA penalties would depend on Plaintiff establishing the underlying Labor Code violations, many of which Defendants vigorously disputed. Defendants also disputed whether penalties could be assessed cumulatively for multiple violations arising during the same PAGA Pay Period, particularly where the alleged violations were derivative of the same underlying conduct. In addition, the version of Labor Code section 2699, subdivision (e)(2), applicable to Plaintiff's March 15, 2024 PAGA Notice authorized the Court to reduce an award that would otherwise be unjust, arbitrary and oppressive, or confiscatory. Courts have exercised this discretion to substantially reduce PAGA penalties when the maximum statutory amount would be disproportionate to the alleged misconduct. *See Cotter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037. Plaintiff therefore faced a substantial risk that the Court would reduce any penalties awarded even if Plaintiff established the underlying violations. (Bokhour Decl. ¶¶ 35, 36.)

In light of these risks, the Parties allocated \$20,000 of the Gross Settlement Amount to PAGA Penalties. Of that amount, \$15,000 will be paid to the LWDA and \$5,000 will be

distributed to PAGA Members based on their respective PAGA Pay Periods. Considering the disputed underlying violations, the risk that cumulative penalties would not be awarded, the Court’s discretion to reduce any award, and the risks and expense of continued litigation, the PAGA allocation is fair, reasonable, and adequate. (Settlement Agreement §§ 1.34, 3.2.3; Bokhour Decl. ¶ 37.)

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

Unpaid Wages Claims:	\$0 (<i>discounted</i>)
Labor Code §§ 201 – 203 Claims:	\$280,294
Meal Period Claims:	\$271,966
Rest Break Claims:	\$137,636
Wage Statement Claims:	\$141,575
PAGA Penalties	\$20,000
<u>Total Risk-Adjusted Penalties and Damages:</u>	\$851,471

The \$738,000 Gross Settlement Amount represents approximately 86.7% of the total risk adjusted value of the claims. This substantial recovery, particularly when considered against the risks, expense, and delay associated with continued litigation, supports preliminary approval of the Settlement. Under these circumstances, the Settlement falls well within the range of reasonableness and merits preliminary approval.

E. CLASS COUNSEL IS EXPERIENCED IN SIMILAR WAGE-AND-HOUR LITIGATION

Class Counsel have extensive experience litigating wage-and-hour class actions and PAGA representative actions and have obtained court approval of numerous class and PAGA settlements throughout California, have been repeatedly recognized as Super Lawyers in employment litigation, an honor awarded to only a small percentage of attorneys statewide, and have achieved substantial class-action settlements on behalf of California employees. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–10.)

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

The proposed Class Notice fully and fairly informs Class Members of the nature of the

1 Action, the material terms of the Settlement, and their rights and options. It explains the class
2 and PAGA components of the Settlement, the claims and defenses, the releases, the proposed
3 deductions from the Gross Settlement Amount, the procedures for challenging credited
4 Workweeks or PAGA Pay Periods, and the consequences of participating in or requesting
5 exclusion from the class portion of the Settlement. The Class Notice also explains that PAGA
6 Members cannot request exclusion from the PAGA portion of the Settlement. The proposed
7 notice program is reasonably calculated to provide Class Members with meaningful notice and
8 therefore satisfies due process.

9 The content and proposed dissemination of the Class Notice comply with California
10 Rules of Court, rules 3.766 and 3.769. Among other information, the Class Notice describes the
11 material terms of the Settlement, the requested Class Counsel Fees Payment, Class Counsel
12 Litigation Expenses Payment, Class Representative Service Payment, and Administration
13 Expenses Payment. It also provides information concerning the Final Approval Hearing and the
14 procedures and deadlines for submitting objections, Requests for Exclusion, and challenges to
15 the number of credited Workweeks or PAGA Pay Periods. The first page of each Class Notice
16 will state the recipient's estimated Individual Class Payment and Individual PAGA Payment, if
17 any, as well as the number of Workweeks and PAGA Pay Periods used to calculate those
18 estimated payments. (Settlement Agreement § 7.4.2.)

19 Within 15 days after receiving the Class Data, the Administrator will mail the Class
20 Notice to all identified Class Members by First Class U.S. Mail. Before mailing the Class
21 Notice, the Administrator will update the addresses provided by Defendants through the
22 National Change of Address database. If a Class Notice is returned as undeliverable, the
23 Administrator will use any forwarding address provided by the United States Postal Service or
24 conduct a Class Member Address Search and re-mail the Class Notice to the most current
25 address located. These procedures provide a reasonable likelihood that the Class Notice will
26 reach the affected Class Members. (Settlement Agreement §§ 7.4.2, 7.4.3; *Archibald v.*
27 *Cinerama Hotels* (1976) 15 Cal.3d 853, 861.)

28 Class Members will have 45 days from the initial mailing of the Class Notice to submit

an objection, challenge their credited Workweeks or PAGA Pay Periods, or request exclusion from the class portion of the Settlement. Class Members whose notices are remailed will receive an additional 14 days. These response periods provide Class Members with a reasonable opportunity to evaluate the Settlement, consult counsel if desired, and exercise their rights. (Settlement Agreement §§ 7.4.4, 7.5.1.)

Class Members who do not submit a valid and timely Request for Exclusion will become Participating Class Members, will be bound by the Settlement and the Released Class Claims, and will automatically receive an Individual Class Payment without submitting a claim form. PAGA Members will remain bound by the resolution of the Released PAGA Claims and eligible to receive an Individual PAGA Payment regardless of whether they request exclusion from the class portion of the Settlement. (Settlement Agreement §§ 3.1, 7.5.3, 7.5.4.)

G. THE NON-REVERSIONARY “CHECKS CASHED” DISTRIBUTION ENSURES MAXIMAL RECOVERY FOR CLASS MEMBERS

Under the Settlement, all Participating Class Members will automatically receive an Individual Class Payment without submitting a claim form. PAGA Members will likewise automatically receive an Individual PAGA Payment regardless of whether they request exclusion from the class portion of the Settlement. This structure maximizes participation and ensures that eligible Class Members receive payments without the burden of completing and submitting claim forms. (Settlement Agreement §§ 3.1, 3.2.3, 4.4.1.)

The Settlement is nonreversionary, meaning that no portion of the Gross Settlement Amount will revert to Defendants. Settlement checks will remain negotiable for at least 180 days after mailing. The Administrator will remail returned checks after conducting the required address search and will issue a replacement check upon a timely request if an original check is lost or misplaced. (Settlement Agreement §§ 1.20, 4.4.1, 4.4.2.)

If an Individual Class Payment or Individual PAGA Payment remains uncashed after the check becomes void, the Administrator will transmit the funds represented by that check to the California Controller’s Unclaimed Property Fund in the name of the applicable Class Member. This procedure preserves the funds for the intended recipient, eliminates any unpaid residue,

and ensures that Defendants receive no financial benefit from uncashed settlement checks. The Settlement therefore provides an effective method for maximizing the benefits available to Class Members while ensuring that the entire Gross Settlement Amount is distributed. (Settlement Agreement § 4.4.3.)

H. THE ATTORNEYS' FEES ALLOCATION UNDER THE SETTLEMENT AGREEMENT IS FAIR

Under the terms of the Settlement Agreement, Class Counsel requests an amount not to exceed one-third of the Settlement Amount for attorneys' fees. (*See, 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); *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.") Once the Court grants preliminary approval of the Settlement Agreement and the Class Notice is disseminated, Class Counsel will submit a request for attorneys' fees and costs with its final approval motion.

I. THE CLASS REPRESENTATIVE SERVICE PAYMENTS ARE FAIR AND APPROPRIATE

The Settlement Agreement provides for a Service Award to Plaintiff Thomas Roberts in an amount not to exceed \$10,000. The requested Service Award is reasonable in light of Plaintiff's substantial time, effort, and personal risk undertaken on behalf of the Class and PAGA Members.

Plaintiff actively assisted Class Counsel throughout the litigation, including by providing detailed factual information supporting the class and PAGA claims; producing documents; participating in strategy discussions and mediation preparation; remaining available

1 throughout the litigation to analyze claims and defenses; attending and assisting during
2 mediation; and reviewing the Settlement documents. Plaintiff also assumed the risk associated
3 with serving as Class Representative, including potential exposure to costs and workplace
4 retaliation. (See Declaration of Plaintiff in Support of Preliminary Approval.)

5 The requested Service Award is within the range approved by courts in comparable
6 cases. (See, e.g., *Bond v. Ferguson Enterprises, Inc.* (E.D. Cal. 2011) No. 1:09 cv 1662 OWW
7 MJS, 2011 WL 2648879 (approving \$11,250 service award); *Ross v. U.S. Bank National*
8 *Association* (N.D. Cal. 2010) No. C 07 02951 SI, 2010 WL 3833922, at *2 (approving \$20,000
9 service award); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 415, 493
10 (approving \$15,000 service awards).

11 Accordingly, the requested Service Award is fair, reasonable, and appropriate under the
12 circumstances.

13 **VI. THE COURT SHOULD APPOINT ILYM GROUP, INC. AS THE**
14 **SETTLEMENT ADMINISTRATOR**

15 Subject to Court approval, the Parties jointly selected ILYM Group, Inc. to serve as the
16 Administrator. ILYM will receive and process the Class Data, update Class Member addresses
17 through the National Change of Address database, mail the Class Notice, conduct Class
18 Member Address Searches when necessary, process Requests for Exclusion and objections,
19 resolve challenges to credited Workweeks and PAGA Pay Periods, and calculate Individual
20 Class Payments and Individual PAGA Payments. ILYM will also establish and administer the
21 Qualified Settlement Fund, issue settlement checks, transmit the LWDA PAGA Payment,
22 prepare the required tax forms, and provide the reports and declarations necessary to complete
23 the administration of the Settlement. (Settlement Agreement §§ 4.2, 7.1 through 7.8.)

24 The Administration Expenses Payment is anticipated not to exceed \$6,000, subject to
25 Court approval. If the actual Administration Expenses are less than \$6,000, or if the Court
26 approves a lower amount, the difference will be added to the Net Settlement Amount for
27 distribution to Participating Class Members. The requested appointment and anticipated
28

1 expenses are therefore reasonable and consistent with the interests of the Class. (Settlement
2 Agreement §§ 1.3, 3.2.1.3.)

3 **VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING**

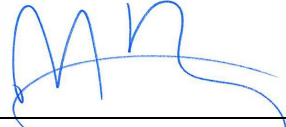
4 The final step in the approval process is a hearing at which the Court considers the terms
5 of the Settlement and hears any timely objections and arguments from the Parties in support of
6 final approval.

7 **VIII. CONCLUSION**

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

10
11 Dated: September 28, 2026

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

12
13 BY: 

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