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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

CLARA ALARCON, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PACIFIC PARKS LANDSCAPING, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: S-CV-0052647

**PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT; DECLARATIONS IN
SUPPORT THEREOF; [PROPOSED]
ORDER**

Hearing

Date: October 2, 2026

Time: 8:30 a.m.

Dept.: 1

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

2 **PLEASE TAKE NOTICE** that on **October 2, 2026, at 8:30 a.m.** or as soon thereafter
3 as the matter may be heard in Department 1 of the above-captioned court, located at 101 Maple
4 Street, Auburn, California 95603, Plaintiff Clara Alarcon (“Plaintiff”), individually and on behalf
5 of all others similarly situated, will and hereby do move the Court for entry of an Order
6 preliminarily approving of the proposed class action and Private Attorney General Act (“PAGA”)
7 settlement on the terms and conditions set forth in the Class Action and PAGA Settlement
8 Agreement (the “Settlement Agreement” or “S.A.”) between Plaintiff and Defendant Pacific
9 Parks Landscaping Inc. (“Defendants”), a copy of which is attached to the Declaration of Mehrdad
10 Bokhour (“Bokhour Decl.”) as Exhibit “1.” Plaintiff will further move so that the Order
11 specifically encompasses the following:

- 12 1. Granting preliminary approval of the proposed Settlement Agreement;
- 13 2. Conditionally certifying the class for purposes of settlement only pursuant to
14 California Code of Civil Procedure section 382 and California Rules of Court, rule
15 3.769;
- 16 3. Preliminarily approving the class action and PAGA settlement as fair, adequate,
17 and reasonable, based upon the terms set forth in the Settlement Agreement;
- 18 4. Preliminarily appointing Plaintiff as Class Representative for settlement purposes
19 only;
- 20 5. Appointing Plaintiff’s counsel Falakassa Law, P.C. and Bokhour Law Group, P.C.
21 as class counsel for purposes of settlement only;
- 22 6. Appointing CPT Group, Inc. as the Settlement Administrator and authorizing
23 CPT Group, Inc. to send notice of the Settlement to the Class Members;
- 24 7. Approving the proposed Class Notice and ordering it be disseminated by U.S. mail
25 to the Class Members as provided by the Settlement Agreement;
- 26 8. Directing distribution of the Class Notice, including notice of the opportunity to
27 exclude oneself from, or object to, the Settlement;
- 28 9. Approving the proposed deadlines for the notice and administration process as

1 reflected in this Motion and in the Settlement Agreement; and

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

4 This motion is based upon this Memorandum of Points and Authorities in Support thereof;
5 the Declaration of Plaintiff's counsel (Joshua Falakassa and Mehrdad Bokhour) in support
6 thereof; the Settlement Agreement; and the [Proposed] Order granting Preliminary Approval of
7 the Settlement; all other records, pleadings, and papers filed in this action; and upon such other
8 evidence or argument as may be presented to the Court at the hearing of this motion.

9
10 Dated: August 24, 2026,

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

11
12 BY: 

13 Joshua Falakassa, Esq.
14 Mehrdad Bokhour, Esq.
15 Attorneys for Plaintiff and the Proposed
16 Settlement Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Clara Alarcon (“Plaintiff”) seeks preliminary approval of a \$630,000 wage-and-
4 hour class action settlement on behalf of current and former non-exempt employees of Pacific
5 Parks Landscaping, Inc. (“Defendant”), in the State of California, at any time between April 16,
6 2020, and January 30, 2026. (the “Class Period”).

7 Under the terms of the Settlement Agreement,¹ Defendant will not oppose Plaintiff
8 Counsel’s application for a reasonable award of attorney’s fees not to exceed 1/3 of the Gross
9 Settlement Amount, litigation expenses not to exceed \$25,000, Settlement Administrator Costs
10 of \$10,000, PAGA penalties of \$20,000 (with 65% to the LWDA and 35% to the PAGA Members
11 on a pro rata basis), and a Service Payment of \$10,000 to the named Plaintiff (“Class
12 Representative”). (S.A. ¶ 3.2 and subparts).

13 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
14 that \$355,000.00 will be available to pay the Class Members as follows:

15

<i>Gross Settlement Amount</i>	\$ 630,000.00
Attorneys’ Fees (1/3)	\$ 210,000.00
Litigation Costs	\$ 25,000.00
Administrator Costs	\$ 10,000.00
PAGA Penalties	\$ 20,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 355,000.00

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20 As of January 30, 2026, the Class includes approximately 912 Class Members who
21 worked an estimated 65,000 workweeks during the Class Period. The payment to each Class
22 Member will be calculated pro rata based on the Workweeks performed by each Class Member.
23 In addition, PAGA Members will receive a share of the \$7,000 PAGA Penalties (35% of the
24 \$20,000 PAGA allocation), distributed pro rata based on Workweeks during the PAGA Period.
25 Based on current assumptions and before any exclusions, the average payment to each Class
26 Member will be approximately **\$389**; the highest payment is estimated at approximately **\$3,000**.

27
28 ¹ The Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “S.A.”) is attached
as Exhibit 1 to the Declaration of Mehrdad Bokhour (“Bokhour Decl.”)

1 Of course, those with more Compensable Workweeks stand to recover a proportionally greater
2 amount from the Settlement.

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

10 **II. BACKGROUND**

11 **A. THE SETTLEMENT CLASS**

12 The Class is defined as follows:

13 All individuals who are or were employed by Defendant as non-exempt hourly
14 employees in California during the Class Period. (S.A. ¶ 1.4).

15 **B. PROCEDURAL HISTORY**

16 On April 8, 2024, Plaintiff submitted a PAGA notice to the California Labor and
17 Workforce Development Agency ("LWDA"), thereby exhausting the administrative prerequisites
18 to pursue civil penalties under the Private Attorneys General Act ("PAGA") after the applicable
19 65-day notice period expired.

20 Plaintiff filed the Complaint in this Action on April 16, 2024.

21 Thereafter, Plaintiff filed the First Amended Complaint ("FAC"), which added a cause of
22 action for civil penalties under PAGA. (Bokhour Decl. ¶ 12.)

23 Plaintiff's Operative Complaint asserts causes of action for: (1) failure to pay all overtime
24 wages; (2) meal period violations; (3) rest period violations; (4) failure to pay all sick time; (5)
25 wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business
26 expenses; (8) unfair competition in violation of Business and Professions Code section 17200 *et*
27 *seq.*; and (9) civil penalties under the Private Attorneys General Act, Labor Code section 2698 *et*
28 *seq.* (Bokhour Decl. ¶ 13.)

1 Defendant appeared through counsel and vigorously contested the Action. Defendant
2 denies each of Plaintiff's allegations, denies any liability to Plaintiff, the putative Class, or the
3 PAGA Members, and further denies that this Action is suitable for class or representative
4 treatment for any purpose other than settlement.

5 The Parties thereafter engaged in discussions regarding the efficient resolution of the
6 Action and agreed that, given the size and scope of the putative class and PAGA claims, as well
7 as the expense, burden, and risks associated with continued litigation, the matter was appropriate
8 for private mediation. The Parties subsequently scheduled mediation before Hon. Mitchel
9 Goldberg (Ret.). Bokhour Decl. ¶ 14.)

10 In preparation for mediation, the Parties engaged in substantial informal discovery and
11 exchanged information sufficient to permit a meaningful evaluation of the claims, defenses, and
12 potential exposure. Among other things, Defendant produced relevant wage and hour policies and
13 procedures, payroll and timekeeping records, and data regarding the number of current and former
14 employees, workweeks, pay periods, and other information necessary to evaluate potential
15 damages. Plaintiff and Class Counsel thoroughly analyzed this information, investigated the
16 factual and legal issues presented by the Action, researched the applicable law, and evaluated the
17 strengths, weaknesses, and risks associated with continued litigation, trial, and any potential
18 appeal. (Bokhour Decl. ¶ 15.)

19 In addition to the legal and factual issues, the Parties carefully evaluated Defendant's
20 financial condition and its ability to withstand a larger judgment, which was a significant
21 consideration in the settlement negotiations. To assist the Parties in evaluating these issues, the
22 mediation was conducted before Hon. Mitchel Goldberg (Ret.), one of California's most
23 respected class action mediators, who also has substantial experience evaluating complex
24 financial issues affecting Defendant's ability to fund class action settlements. Following a full-
25 day mediation on January 30, 2026, Judge Goldberg issued a mediator's proposal, which both
26 Parties accepted. (Bokhour Decl. ¶ 16.) The Parties now respectfully seek the Court's preliminary
27 approval of the Settlement.
28

1 **C. SUMMARY OF THE CLAIMS AND DEFENSES**

2 Plaintiff alleged numerous wage-and-hour violations on behalf of the Class Members.
3 However, Defendant vigorously contested and denied Plaintiff's material allegations on the
4 merits and as to the propriety of a class action or PAGA representative action.

5 First, Plaintiff argued that there were distinct unpaid wage violations for which Defendant
6 was liable, including its failure to include all earned bonuses in the regular rate and overtime/sick
7 pay calculations. Defendant opposed the unpaid wage claims on the merits and as to the propriety
8 of class certification.

9 Plaintiff also alleged that they and the Class Members were often denied compliant meal
10 and rest breaks. However, Defendant argued that they provided all mandated meal and rest breaks
11 to the Class, and that any employee who did not take a break did so entirely of their own volition.
12 Thus, Defendant argued that these claims were without merit because, for each violation, a
13 factfinder would have to determine why a break was non-compliant, because if it was by the
14 employee's choice, no liability attaches to Defendant.

15 Additionally, Defendant argued that many putative class members had signed arbitration
16 agreements containing class action waivers, which Defendant contended further undermined the
17 propriety of class certification and representative claims.

18 Despite the disputed nature of the claims, the Parties concluded that further litigation of
19 the Action would be protracted and expensive, and that it is desirable to fully and finally settle
20 the Action to limit further risk, expense, and protracted litigation.

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

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

23 **A. SETTLEMENT CONSIDERATION AND ALLOCATION**

24 The proposed Gross Settlement Amount of \$630,000 is non-reversionary and will be
25 distributed to Settlement Class Members without requiring the submission of a claim form or any
26 other affirmative action. Subject to Court approval, the Gross Settlement Amount includes: (1)
27 Class Counsel's attorneys' fees and litigation costs; (2) a Class Representative Service Award of
28 up to \$10,000 to Plaintiff; (3) settlement administration costs not to exceed \$10,000; (4) a \$20,000

1 allocation to settle the PAGA claims, with 65% (\$13,000) payable to the California Labor and
2 Workforce Development Agency and 35% (\$7,000) distributed to PAGA Members; and (5) the
3 Net Settlement Amount, which will be distributed to Participating Class Members as Individual
4 Class Payments pursuant to the allocation formula set forth in the Settlement Agreement. (S.A.
5 §§ 3.1-3.2.) Defendant will separately pay all employer-side payroll taxes owed on the wage
6 portion of the settlement payments. (S.A. ¶ 3.1.)

7 **B. NOTICE PROCEDURES**

8 The proposed Class Notice² will advise each Class Member of his or her estimated
9 Individual Class Payment, estimated Individual PAGA Payment (if applicable), the number of
10 credited Workweeks and PAGA Pay Periods used to calculate those payments, and the procedures
11 for participating in, objecting to, or requesting exclusion from the Settlement. The notice
12 constitutes the best notice practicable under the circumstances and is reasonably calculated to
13 apprise Class Members of the pendency of the Action and their rights under the Settlement.

14 Within 30 calendar days after entry of the Preliminary Approval Order, Defendant will
15 provide the Settlement Administrator with the Class Data, including the names, last known
16 mailing addresses, Social Security numbers, employment dates, and any other agreed upon
17 information necessary to administer the Settlement. (S.A. ¶¶ 1.7, 4.2.)

18 Within 15 days after receiving the Class Data, the Settlement Administrator will calculate
19 each Class Member's estimated settlement payments, populate the individualized Class Notices,
20 update mailing addresses through the National Change of Address database, and mail the Class
21 Notices via first-class U.S. Mail. (S.A. ¶ 7.4.2.)

22 If a Class Notice is returned as undeliverable, the Settlement Administrator will re-mail
23 the notice to any forwarding address provided by the United States Postal Service or, if necessary,
24 perform a skip trace to locate a more current address and re-mail the notice. Class Members whose
25 notices are re-mailed will receive an additional 14 days to respond. (S.A. ¶¶ 7.4.3-7.4.4.)

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² The proposed Class Notice is attached to the Bokhour Decl. as **Exhibit "2."**

1 **C. EXCLUSION AND OBJECTION PROCEDURES**

2 Class Members are entitled to the best practical notice under the circumstances. *Kass v.*
3 *Young*, 67 Cal. App. 3d 100, 106 (1977). The purpose of the notice is to give class members
4 sufficient information to decide whether they should accept the benefits offered, opt out and
5 pursue their own remedies, or object to the settlement. *Trotsky v. Los Angeles Fed. Savings &*
6 *Loan Assn.*, 48 Cal. App. 3d 143, 151-52 (1975). The notice must advise class members “that
7 they may be excluded from the class if they so request and that they will be bound by the
8 judgment, whether favorable or not, if they do not request exclusion.” *Kass*, 67 Cal. App. 3d at
9 106. In a case such as this involving a significant number of class members, California authorities
10 generally require service of the class notice by mail or similar reliable means. *Chance v. Super.*
11 *Ct.*, 58 Cal. 2d 275, 290 (1962); *Cartt v. Super. Ct.*, 50 Cal. App. 3d 960, 972 (1975).³

12 Class Members who do not timely request exclusion from the Settlement will
13 automatically become Participating Class Members and will receive their Individual Class
14 Payments without submitting a claim form or taking any further action. To request exclusion, a
15 Class Member must submit a signed written Request for Exclusion to the Settlement
16 Administrator no later than 45 days after the Class Notice is mailed, subject to the additional 14-
17 day extension for re-mailed notices (the “Response Deadline”). Any untimely or otherwise invalid
18 Request for Exclusion will be ineffective. (S.A. ¶¶ 1.47, 7.5.1-7.5.4.)

19 The Class Notice also advises Class Members of their right to object to the Settlement.
20 Any Participating Class Member may submit a written objection to the Settlement Administrator
21 on or before the Response Deadline or may appear at the Final Approval Hearing to present an
22 objection. (S.A. ¶ 7.7.)

23 **D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES**

24 Each Participating Class Member’s Individual Class Payment will be calculated based on
25 his or her proportionate number of Workweeks worked during the Class Period. Specifically, the
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28 ³ Due process does not require that each Class Member actually receive a notice, but rather a procedure reasonably
certain to reach Class Members. Wright, A. Miller & M. Kane, *Federal Practice and Procedure* § 1789, at 253 (2d
ed. 1986). If appropriate notice is given, Class Members will be bound by the judgment even if they never actually
receive the notice. *Fontana v. Elrod*, 826 F.2d 729, 732 (7th Cir. 1987).

1 Net Settlement Amount will be divided by the total number of Workweeks worked by all
2 Participating Class Members during the Class Period, and the resulting figure will then be
3 multiplied by each Participating Class Member's credited Workweeks. (S.A. § 3.2.1.4.)

4 In addition, each PAGA Member will receive an Individual PAGA Payment representing
5 his or her proportionate share of the portion of the PAGA allocation designated for PAGA
6 Members. Specifically, the \$7,000 allocated to PAGA Members will be distributed on a pro rata
7 basis according to each PAGA Member's credited PAGA Pay Periods during the PAGA Period.
8 (S.A. §§ 3.2.3, 3.2.3.1.)

9 The Class Notice will advise each Class Member of the number of credited Workweeks
10 and, if applicable, PAGA Pay Periods used to calculate his or her estimated settlement payments.
11 If a Class Member believes Defendant's records do not accurately reflect his or her credited
12 Workweeks or PAGA Pay Periods, the Class Member may timely dispute those calculations by
13 submitting supporting information to the Settlement Administrator, who will resolve the dispute
14 in accordance with the procedures set forth in the Settlement Agreement. (S.A. ¶ 7.6.)

15 **E. TIMING OF SETTLEMENT DISBURSEMENTS**

16 Defendant will fund the Gross Settlement Amount in accordance with the payment
17 schedule set forth in the Settlement Agreement. Specifically, Defendant will pay the Gross
18 Settlement Amount in three installments, with the initial payment due on the later of December
19 20, 2026, or ten days after entry of a Final Non-Appealable Order approving the Settlement,
20 followed by two additional installment payments due on June 20, 2027, and December 20, 2027.
21 (S.A. ¶ 4.3.)

22 The installment payment schedule was negotiated after the Parties carefully evaluated
23 Defendant's financial condition and ability to fund a class-wide settlement. Following extensive
24 negotiations, and with the benefit of the recommendations of Hon. Mitchel Goldberg (Ret.), an
25 experienced class action mediator who also possesses substantial expertise in evaluating
26 defendants' financial condition and ability to satisfy settlement obligations, the Parties agreed that
27 a structured payment schedule was appropriate and necessary to facilitate a meaningful recovery
28 for the Class and PAGA Members while ensuring Defendant's ability to satisfy its obligations

1 under the Settlement. (Bokhour Decl. ¶¶ 15-16.)

2 Although Defendant will fund the Settlement in installments, the payment schedule does
3 not diminish the fairness of the Settlement. To the contrary, the structure was an integral
4 component of the negotiated resolution and enabled the Parties to achieve a meaningful, non-
5 reversionary settlement that provides substantial monetary relief to the Class and PAGA Members
6 while accounting for the realities of Defendant's financial condition. Had the Parties been unable
7 to agree upon a structured funding mechanism, there was a substantial risk that continued
8 litigation would have resulted in years of additional expense, delay, uncertainty, and collection
9 risk, with no guarantee that the Class would ultimately recover more.

10 The Settlement therefore reflects a reasonable compromise that balances the strengths of
11 Plaintiff's claims against the significant risks associated with continued litigation and collection.
12 Courts routinely recognize that settlement necessarily involves compromise, and that a negotiated
13 recovery may be reasonable even where the amount recovered is less than the theoretical
14 maximum value of the claims. Here, the structured funding schedule was a critical component of
15 the Parties' arms-length resolution and supports, rather than undermines, a finding that the
16 Settlement falls within the range of reasonableness required for preliminary approval.

17 Within seven days after Defendant has fully funded the Gross Settlement Amount, the
18 Settlement Administrator will distribute all Court-approved payments, including: (1) Class
19 Counsel's attorneys' fees and litigation expenses; (2) the Class Representative Service Award;
20 (3) settlement administration expenses; (4) the PAGA allocation payable to the LWDA and the
21 PAGA Members; and (5) the Individual Class Payments to Participating Class Members. (S.A. ¶
22 4.5.)

23 Settlement checks will remain negotiable for 180 days from the date of mailing. Any
24 settlement check that remains uncashed after the expiration of that period will be voided, and the
25 funds represented by the uncashed check will be transmitted to the California State Controller's
26 Unclaimed Property Fund in the name of the applicable Class Member or PAGA Member. (S.A.
27 ¶ 4.5.4.)

28 **F. TAX TREATMENT**

1 The Parties have agreed to allocate thirty percent (30%) of each Individual Class Payment
2 to wages and seventy percent (70%) to non-wage damages, including penalties and interest. The
3 wage portion of each Individual Class Payment will be subject to applicable payroll withholdings
4 and reported on IRS Form W-2, while the non-wage portion will be reported on IRS Form 1099.
5 (S.A. ¶ 3.2.1.5.) The Individual PAGA Payments distributed to PAGA Members will be treated
6 entirely as civil penalties and reported on IRS Form 1099. (S.A. ¶ 3.2.3.2.) Defendant will
7 separately pay all employer-side payroll taxes attributable to the wage portion of the Individual
8 Class Payments, and those amounts are not deducted from the Gross Settlement Amount. (S.A. ¶
9 3.1.)

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

11 In exchange for their Individual Class Payments, Participating Class Members will release
12 the Released Parties from all claims that were alleged or reasonably could have been alleged
13 based on the facts asserted in the Operative Complaint and that arose during the Class Period. The
14 release is narrowly tailored to the factual predicate of this Action and includes claims relating to:
15 (1) overtime wages; (2) meal and rest period violations; (3) sick pay; (4) wage statement
16 violations; (5) waiting time penalties; (6) unreimbursed business expenses; (7) unfair competition
17 under Business and Professions Code section 17200 *et seq.*; and (8) all derivative claims for
18 penalties, interest, restitution, attorneys' fees, and costs arising from the same factual predicate.

19 **H. PAGA MEMBERS' RELEASE OF CLAIMS**

20 In exchange for the PAGA Settlement, all PAGA Members will release only claims for
21 civil penalties under the Private Attorneys General Act that were alleged or reasonably could have
22 been alleged based on the facts and allegations set forth in the PAGA Notice and that arose during
23 the PAGA Period. The PAGA release is limited to representative civil penalty claims and does
24 not release any individual claims belonging to PAGA Members beyond those released by
25 Participating Class Members under the class settlement. (S.A. ¶ 5.2.)

26 Because PAGA claims belong to the State of California, all PAGA Members, including
27 those who timely request exclusion from the class settlement, remain bound by the PAGA release
28 to the extent permitted by law and will receive their *pro rata* share of the PAGA allocation. (S.A.

¶¶ 5.2, 7.5.4.)

IV. PROVISIONAL CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE FOR PURPOSES OF SETTLEMENT

California Rule of Court 3.769(d) authorizes the Court to certify a provisional settlement class at the preliminary approval stage. In determining whether to certify a settlement class, courts recognize that settlement-only certification warrants a less rigorous inquiry because concerns regarding trial manageability are not present. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, fn. 19; *Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.2d 615, 633; *Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 591, 620. For settlement purposes only, the proposed Settlement Class satisfies the requirements of Code of Civil Procedure section 382.

A. ASCERTAINABILITY AND NUMEROSITY

The proposed Settlement Class is readily ascertainable because it is defined using objective criteria and can be identified from Defendant's employment records. According to Defendant's records, the Settlement Class consists of approximately **912** current and former non-exempt hourly employees who worked in California during the Class Period. Accordingly, the proposed Settlement Class satisfies the ascertainability and numerosity requirements. *Reyes v. San Diego County Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271; *Medrazo v. Honda of North Hollywood* (2008) 166 Cal.App.4th 89, 101.

B. WELL-DEFINED COMMUNITY OF INTEREST

1. Commonality

Common questions of law and fact predominate because Plaintiff alleges that Defendant maintained uniform wage-and-hour policies and practices affecting all Settlement Class Members, including policies concerning overtime compensation, meal and rest periods, sick pay, wage statements, waiting-time penalties, and business expense reimbursement. Although Defendant disputes Plaintiff's allegations and denies that class certification would be appropriate for litigation purposes, the Parties agree that certification is appropriate solely to effectuate this Settlement. *Arenas v. El Torito Restaurants, Inc.* (2010) 183 Cal.App.4th 723, 732.

2. Typicality

1 Plaintiff's claims are typical because they arise from the same alleged policies and
2 practices that underlie the claims asserted on behalf of the Settlement Class. Plaintiff seeks relief
3 based on the same alleged conduct that affects all Settlement Class Members. Although Defendant
4 disputes liability and typicality for purposes of this litigation, the Parties agree that the typicality
5 requirement is satisfied for purposes of this Settlement.

6 3. Adequacy of Representation

7 Plaintiff has adequately represented the interests of the Settlement Class throughout this
8 litigation. Plaintiff actively participated in the prosecution of the Action, assisted Class Counsel,
9 reviewed the pleadings and Settlement Agreement, participated in mediation, and has no interests
10 antagonistic to those of the Settlement Class. *Barboza v. West Coast Digital GSM, Inc.* (2009)
11 179 Cal.App.4th 540, 546.

12 Likewise, Class Counsel are experienced employment class action practitioners who have
13 litigated and resolved complex wage-and-hour class and PAGA actions and have vigorously
14 represented the interests of the Settlement Class throughout this litigation. (Bokhour Decl. ¶¶ 2-
15 6; Falakassa Decl. ¶¶ 15-20.)

16 4. Superiority

17 Settlement class certification is superior because it provides an efficient, comprehensive
18 resolution of the claims asserted in this Action without the delay, expense, and uncertainty of
19 continued litigation. Absent certification, many Settlement Class Members would likely lack the
20 economic incentive to pursue individual actions, making a class settlement the most practical
21 means of resolving these claims while promoting judicial economy.

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

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

26 California law strongly favors the voluntary settlement of litigation, particularly class
27 actions, where settlement conserves substantial judicial and litigant resources. *Bush v. Superior*
28 *Court* (1992) 10 Cal.App.4th 1374, 1381. Nevertheless, a class action may not be dismissed,

1 compromised, or settled without court approval. (Cal. Rules of Court, rule 3.769(a).) Rule 3.769
2 establishes a two-step approval process: first, the Court determines whether the proposed
3 settlement warrants preliminary approval and notice to the class; second, after notice has been
4 provided, the Court conducts a final fairness hearing before deciding whether to grant final
5 approval. (Cal. Rules of Court, rule 3.769(c), (e)-(g).)

6 In determining whether to grant preliminary approval, the Court need only determine
7 whether the proposed settlement appears to fall within the range of possible approval and is free
8 from obvious deficiencies. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801-1802. The
9 Court is not required to conduct a trial on the merits or resolve disputed issues of fact or law at
10 this stage. *Officers for Justice v. Civil Service Commission* (9th Cir. 1982) 688 F.2d 615, 625.
11 Rather, the Court's role is to determine whether the proposed settlement is fair, adequate, and
12 reasonable under the circumstances. *Dunk*, supra, 48 Cal.App.4th at p. 1801; *Cho v. Seagate*
13 *Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742-743.

14 In making that determination, courts consider such factors as the strength of the plaintiff's
15 case, the risks, expense, complexity, and likely duration of further litigation, the risk of
16 maintaining class certification, the amount offered in settlement, the extent of investigation and
17 discovery completed, the experience and views of counsel, and the reaction of the class members.
18 *Dunk*, supra, 48 Cal.App.4th at pp. 1801-1802. These factors are not exclusive, and the Court has
19 broad discretion to evaluate the settlement based on the circumstances of the particular case.
20 *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. The Court's inquiry, however,
21 is limited to determining whether the settlement is the product of arm's-length negotiations and
22 is free from fraud, collusion, or overreaching. *Id.* at pp. 244-245.

23 Here, the proposed Settlement readily satisfies these standards. It was reached only after
24 the Parties engaged in substantial informal discovery, thoroughly evaluated the strengths and
25 weaknesses of their respective positions, and participated in a full-day mediation before Hon.
26 Mitchel Goldberg (Ret.), an experienced wage-and-hour class action mediator. The Settlement
27 therefore falls well within the range of possible judicial approval and warrants preliminary
28 approval so that notice may issue to the Settlement Class.

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

3 The proposed Settlement is the product of extensive, arm's-length negotiations conducted
4 by experienced counsel after substantial investigation and evaluation of the claims and defenses.
5 Throughout the litigation, the Parties vigorously disputed liability, damages, class certification,
6 and the value of the claims. Following the exchange of substantial informal discovery and
7 extensive settlement negotiations, the Parties participated in a full-day mediation before Hon.
8 Mitchel Goldberg (Ret.), a highly respected wage-and-hour class action mediator.

9 The mediation was adversarial and non-collusive. After hearing the Parties' respective
10 positions, reviewing the exchanged information, and evaluating the legal, factual, and practical
11 issues presented by the Action, Judge Goldberg issued a mediator's proposal that was ultimately
12 accepted by both Parties.

13 Importantly, the negotiations also involved a careful evaluation of Defendant's financial
14 condition and its ability to fund a class-wide settlement. Judge Goldberg's extensive experience
15 evaluating Defendant's financial circumstances in complex employment matters proved
16 invaluable in facilitating a settlement structure that balanced Defendant's financial realities with
17 the Class's interest in obtaining a meaningful recovery. The resulting installment payment
18 schedule was negotiated based upon those considerations and reflects the informed
19 recommendation of an experienced neutral.

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

22 Before agreeing to settle, Plaintiff and Class Counsel conducted a thorough investigation
23 into the factual and legal merits of the Action. As discussed above, Defendant produced
24 substantial information through informal discovery, including payroll and timekeeping records,
25 employment policies, workforce data, and other information necessary to evaluate the claims and
26 calculate potential damages. Plaintiff and Class Counsel analyzed those materials, researched the
27 applicable law, evaluated the strengths and weaknesses of the asserted claims and anticipated
28 defenses, and prepared detailed damages analyses before participating in mediation.

1 Accordingly, the Settlement was reached only after Plaintiff possessed sufficient
2 information to intelligently assess the merits of the Action and the reasonableness of the proposed
3 compromise.

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

5 In evaluating a proposed class settlement, the Court must be provided with sufficient
6 information regarding the nature and value of the claims to determine whether the consideration
7 being paid represents a reasonable compromise. *Kullar v. Foot Locker Retail, Inc.* (2008) 168
8 Cal.App.4th 116, 133.

9 A settlement, however, is not measured against the maximum possible recovery if Plaintiff
10 prevailed on every claim. Rather, settlement necessarily reflects the compromises required to
11 avoid the substantial risks, expense, delay, and uncertainty of continued litigation. *Wershba v.*
12 *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.

13 Here, the Settlement reflects those considerations. Defendant vigorously disputed liability
14 challenged the suitability of class treatment, contested Plaintiff's damages methodology, and
15 maintained that it complied with all applicable wage-and-hour laws. Defendant further asserted
16 that many of the alleged violations depended upon individualized factual inquiries that would
17 preclude class certification or substantially limit any potential recovery.

18 Plaintiff, in turn, recognized the significant risks inherent in continued litigation, including
19 the possibility of an adverse ruling on class certification, summary judgment, trial, post-trial
20 motions, or appeal. Plaintiff also considered the practical risks associated with Defendant's
21 financial condition and the uncertainty surrounding its ability to satisfy a substantially larger
22 judgment. Those issues were carefully evaluated by the Parties and by Judge Goldberg during
23 mediation and materially influenced the negotiated resolution.

24 Considering the strengths and weaknesses of the Parties' respective positions, the risks
25 and expense of continued litigation, the delays associated with class proceedings and appeals, and
26 Defendant's financial condition, Plaintiff believes the proposed Settlement represents an excellent
27 result for the Settlement Class and falls well within the range of reasonableness required for
28 preliminary approval.

1 Based upon detailed payroll and workforce information obtained through informal
2 discovery, Plaintiff's counsel estimated the size of the Settlement Class, total Workweeks, total
3 PAGA Pay Periods, and the potential value of the asserted claims before mediation. Those
4 analyses enabled Plaintiff to meaningfully evaluate the proposed Settlement and conclude that it
5 represents a fair, adequate, and reasonable compromise in light of the substantial litigation risks.
6 (Bokhour Decl. ¶ 16.)

7 From these numbers, and by applying violation rates derived from analysis of extensive
8 documents and data from the Defendant, Plaintiff calculated the potential maximum and risk-
9 adjusted value of the claims as follows. (Bokhour Decl. ¶ 17).

10 Plaintiff contended that her strongest claim was for unpaid wages arising from
11 Defendant's failure to accurately track time and to account for non-discretionary bonuses and
12 other incentive pay in calculating the "regular rate of pay" for overtime wages. However,
13 Defendant argued that it correctly calculated the "regular rate of pay" and that any underpayment
14 was in good faith and *de minimis*. Indeed, Defendant's sampling of pay records revealed that any
15 such underpayment of minimum and overtime wages was minimal. (Bokhour Decl. ¶ 18).

16 Due to this and in light of Defendant's other defenses, Plaintiff completely discounted the
17 wage value of this claim, keeping in mind that the true significant value of these unpaid wages
18 claims lies in the derivative claims for waiting time penalties under Labor Code § 203 and wage
19 statement violations under Labor Code § 226 as discussed below. (Bokhour Decl. ¶ 19.)

20 Plaintiff also alleged meal and rest break claims against Defendant. Based on Defendant's
21 sampling of timekeeping and pay records, Plaintiff's counsel estimated a 33% violation rate for
22 meal periods and a 25% violation rate for rest breaks. Given the total number of shifts at issue
23 (approximately 260,000), this established maximum values of \$1,716,000 for meal periods
24 (260,000 total shifts x 33% violation rate x \$20 per LC § 226.7) and \$1,300,000 for rest breaks
25 (260,000 total shifts x 25% violation rate x \$20 per LC § 226.7). (Bokhour Decl. ¶ 20).

26 However, Defendant raised numerous arguments in response to this claim, including that
27 they maintained fully compliant written policies and specifically authorized the Class Members
28 to take meal and rest breaks, meaning that no one had a reason or cause to miss a break or take a

1 short/late break. Therefore, Defendant asserted that a factfinder would have to determine for each
2 Class Member whether a break was missed and why, and why a break was noncompliant or
3 nonexistent, because if it was by the employee's choice, no liability attaches to Defendant. These
4 defenses are factored into Plaintiff's analysis in two ways. First, these issues raise questions
5 regarding whether the meal and rest break claims could be certified, and Plaintiff placed a 40%
6 risk at the class certification stage for meal periods and an 80% risk for rest breaks. Second, these
7 defenses also go toward the merits given the evidentiary question of proving the number of meal
8 and rest violations. As such, Plaintiff placed a 50% risk on the merits for meal breaks, and an
9 additional 40% risk on the merits for rest breaks, so this sets the risk-adjusted value for the meal
10 claims as \$171,600 ($\$1,716,000 \times 40\% \text{ class cert risk} \times 40\% \text{ merits risk}$) and for the rest break
11 claims as \$130,000 ($\$1,300,000 \times 40\% \text{ class cert risk} \times 40\% \text{ merits risk}$). (Bokhour Decl. ¶ 21).

12 Finally, Plaintiff alleged claims for derivative waiting-time penalties and wage-statement
13 violations. But these claims were entirely derivative of the claims above, meaning they had merit
14 only if the claims for unpaid wages or meal/rest breaks were successful. The maximum values for
15 these claims were as follows: (1) \$3,360,000 [700 former employees x \$20 per hour x 8 hours per
16 day x 30 days], and (2) \$918,150 for wage statement violations [18,363 wage statements at the
17 \$50 formula under § 226(e)]. (Bokhour Decl. ¶ 22).

18 But Defendant raised a variety of defenses to these derivative claims that impacted the
19 valuation. Namely, Defendant argued that the wage statements did not violate Labor Code § 226
20 and, even if there were a "technical" violation, Plaintiff would be unable to prove the required
21 "knowing and intentional" and "injury" elements. Based on these facts and defenses, Plaintiff
22 applied the 40% risk at class certification, and estimated another 40% risk on the merits, leading
23 to a risk-adjusted value of \$330,000 for the wage statement claims. (Bokhour Decl. ¶ 23).

24 Next, as to the waiting time penalty claim, Plaintiff's valuation had to account for the fact
25 that this claim was derivative of the unpaid wage and meal/rest break claims and, if those claims
26 failed at certification or on the merits, there would be no waiting time penalties owed, so the same
27 risks for those claims applied to this claim. Further, Defendant contended even if the unpaid wage
28 and/or meal/rest claims succeeded at certification and on the merits, Plaintiff would have to prove

1 that the violations (if any existed) were “willful” as defined in Labor Code § 203. And here,
2 Defendant argued there was no “willful” violation because it had written policies in compliance,
3 and any deviations therefrom were inadvertent and unintentional. As a result of this analysis,
4 Plaintiff’s counsel applied the 75% risk at class certification and a 50% risk on the merits, leading
5 to a risk-adjusted value of \$420,000. (Bokhour Decl. ¶ 24).

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

8	• Unpaid Wage Claims	\$	<i>discounted</i>
9	• Meal and Rest Break Claims	\$	301,600
10	• Wage Statement Claims	\$	330,000
11	• Waiting Time Penalty Claims	\$	420,000
12	• Total Risk Adjusted Penalties and Damages	\$	1,051,600

13 The reasonableness of the settlement is apparent because it represents 59% of the risk-
14 adjusted class damages and penalties. And while the PAGA penalties had a maximum value in
15 the high six figures, this fails to acknowledge that courts have wide latitude to reduce the civil
16 penalties “based on the facts and circumstances of a particular case” and if “to do otherwise would
17 result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor Code §
18 2699(e)(2). Moreover, Defendant argued against the merits of the underlying claims, particularly
19 that the “willfulness” standard and/or “good faith” defenses mitigated the civil penalty claims and
20 rendered any such penalties uncertain. Defendant also argued that it is improper to stack civil
21 penalty claims on top of the underlying statutory claim. In addition, Defendant contended that
22 most putative class members had executed arbitration agreements containing class action waivers,
23 which posed a substantial risk to class certification and further diminished the likelihood of
24 recovery on a class-wide basis.

25 For these reasons, the Parties submit that the agreed-upon settlement is fair and
26 reasonable.

27 **E. PLAINTIFF’S COUNSEL IS EXPERIENCED IN WAGE-AND-HOUR LITIGATION**

28 The view of the attorneys actively conducting the litigation is entitled to significant weight

1 in deciding whether to approve the settlement. *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980)
2 87 F.R.D. 15, 18; *Kullar*, 168 Cal.App.4th at 128 (court must take into account “the experience
3 and view of counsel”).

4 Plaintiff’s counsel is also highly experienced in Class/PAGA litigation, having repeatedly
5 been named “Super Lawyer” in employment litigation (a distinction awarded to only 5% of
6 litigators), having achieved large settlements, among other things. (Bokhour Decl. ¶¶ 2-6;
7 Falakassa Decl. ¶¶ 3-9.). Plaintiff’s counsel, operating at arm’s length, weighed the strengths and
8 risks of this case and is of the view that this is a fair and reasonable settlement considering the
9 nature of the claims, realistic risk-adjusted value, the complexities of the case, state of the law,
10 and uncertainties of class certification and litigation.

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

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

17 The proposed Class Notice and the proposed plan for the Settlement Administrator to mail
18 the Class Notice to the last known addresses of all Class Members comply with all the
19 requirements of California Rules of Court 3.769(f) and 3.766(b). The contents of the proposed
20 Class Notice include (1) the material terms of the settlement; (2) the proposed attorneys’ fees,
21 litigation expenses, and the costs of administration; (3) details about the final fairness hearing and
22 how class members may elect to exclude themselves or make an objection; and (4) how class
23 members can obtain additional information. (See Class Notice (Exhibit B to Bokhour Decl.)._ In
24 addition, it will inform Class Members of their estimated settlement share.

25 The Court has wide discretion in approving the means of providing notice, so long as the
26 class representative “provides meaningful notice in a form that should have a reasonable chance
27 of reaching a substantial percentage of class members.” *Archibald v. Cinerama Hotels* (1976) 15
28 Cal.3d 853, 861. Here, the parties’ notice plan is that notice of the Settlement will be disseminated

1 directly to the class members by first-class mail by the settlement administrator since Defendant
2 has the last known addresses of all class members, and the Settlement Administrator will perform
3 a skip trace and update those addresses for any class notices that are returned and re-send the
4 notice.

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

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

20 The fact that each member who does not opt out of the Settlement shall be mailed a check
21 ensures that every Class Member will be paid unless he or she affirmatively acts to exclude
22 himself or herself. Moreover, the Settlement Amount is non-reversionary, which means that no
23 settlement funds will revert to Defendant; instead, if any checks are uncashed by the deadline, the
24 funds will be transferred to the California State Controller’s Office subject to the approval of the
25 Court. Such terms are favored by Courts and demonstrate that there was no collusion between
26 counsel for the parties and that the Settlement is fair and favorable to the Class Members.

27 **H. THE ATTORNEY’S FEES AND COSTS ALLOCATION IS FAIR**

28 Under the terms of the Settlement Agreement, Class Counsel is requesting \$210,000 in

attorneys' fees, which is equal to one-third of the Settlement Amount. *See, e.g., Laffitte 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) 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) 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), 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) 2008 WL 5478576, at *8 (approving fees of 1/3 of common fund).

Additionally, Class Counsel is seeking up to \$25,000 in litigation costs, pursuant to the Settlement Agreement.

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

I. THE REQUESTED SERVICE AWARD IS FAIR AND APPROPRIATE

The Settlement Agreement provides an incentive award of \$10,000 to the Class Representative, which is reasonable given the average recovery Class Members will receive and the time and effort she devoted to this case. Plaintiff's efforts included providing factual background for the Class and PAGA complaint; providing documents and information about Defendant's compensation plan; participating in phone calls to discuss litigation and settlement strategy; making themselves available throughout the litigation to assist with analyzing the claims and defenses; helping Class Counsel prepare for the mediation; and reviewing the settlement documents. The Class Representative also assumed significant risk in bringing this litigation—

1 had she lost, she could have been ordered to pay Defendant’s costs.

2 The requested Service Award fall within the range of incentive payments typically
3 awarded to Class Representatives in similar class actions. *See, e.g., Bond v. Ferguson Enterprises,*
4 *Inc.* (E.D. Cal. 2011) 2011 WL 2648879 (approving \$11,250 service award to each of the two
5 Class Representative in a trucker meal break class action; *Ross v. US Bank National Association*
6 (N.D. Cal. 2010) 2010 WL 3833922, at *2 (approving \$20,000 enhancement award to Class
7 Representative in California wage-and-hour class action settlement); *Vasquez v. Coast Valley*
8 *Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 4150, 493 (approving Service Award in the amount of
9 \$15,000 each from a \$300,000 settlement fund in a wage/hour class action); *West v. Circle K*
10 *Stores, Inc.* (E.D. Cal. 2006) 2006 U.S. Dist. LEXIS 76558, at *28 (“the court finds Plaintiff”
11 enhancement payments of \$15,000 each to be reasonable.”); *Glass v. UBS Fin. Servs.* (N.D. Cal.
12 2007) 2007 U.S. Dist. LEXIS 8476, at *52 (finding “requested payment of \$25,000 to each of the
13 named Plaintiff is appropriate” in wage and hour settlement); *Louie v. Kaiser Found. Health Plan,*
14 *Inc.* (S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 78314, at *18 (approving “\$25,000 incentive award
15 for each Class Representative” in wage and hour settlement).

16 **VI. THE COURT SHOULD APPOINT CPT GROUP AS THE SETTLEMENT**
17 **ADMINISTRATOR**

18 Subject to the Court’s approval, the parties stipulated that CPT Group would serve as the
19 Settlement Administrator. CPT Group is experienced in administering class action settlements
20 and has provided a flat fee proposal to administer this settlement for \$10,000. (Bokhour Decl. ¶
21 42).

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

23 The last step in the approval process is the formal hearing, whereby proponents of the
24 settlement may explain and describe its terms and conditions and offer arguments in support of
25 approval, and Class Members or their counsel may be heard in support of or in opposition to the
26 settlement. Subject to the Court’s approval, the Parties propose that the Court schedule a hearing
27 for final approval approximately 130 days after the Preliminary Approval Date, as follows:

28

Preliminary Approval (PA) hearing	October 2, 2026
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Deadline for Defendant to Provide the Class Data to Settlement Administrator	<i>30 days after PA</i>
Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.	<i>15 days after Settlement Administrator Receives Combined Class Data</i>
Deadline for Class Members to submit Requests for Exclusion, Objections, and Disputes to the Settlement Administrator.	<i>45 days after mailing Class Notice</i>
Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for an award of attorney's fees, costs, and service payments.	16 court days before Final Approval hearing
Deadline for filing any written opposition to Plaintiff's Motion for Final Approval of Settlement or any response to an objection to the settlement.	9 court days before Final Approval hearing
Deadline for filing any written reply to opposition Motion for Final Approval of Settlement.	5 court days before final approval hearing
Final Approval Hearing.	TBD

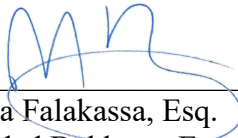
VIII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant the motion for preliminary approval of the class action settlement.

Dated: August 24, 2026

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

BY:



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