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CORDERO, an Individual, On Behalf of All
Other Similarly Situated, Other Aggrieved
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Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordinated Proceedings:

HUMANA MARKETPLACE WAGE
AND HOUR CASES

Included Actions:

Cordero v. Humana MarketPoint, Inc.
Alameda County Superior Court Case No.
24CV098568

Alexander v. Humana MarketPoint, Inc.
Los Angeles Superior Court Case No.
25STCV10591

Alexander v. Humana MarketPoint, Inc.
Los Angeles Superior Court Case No.
25STCV17572

CASE NO. 24CV098568

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

CLASS ACTION

**NOTICE OF MOTION AND MOTION FOR
ORDER PROVISIONALLY CERTIFYING
SETTLEMENT CLASS AND
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT; AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[FILED CONCURRENTLY WITH
SUPPORTING DECLARATIONS; AND
[PROPOSED] ORDER]

Complaint Filed: November 6, 2024

FAC Filed: June 30, 2025

Hearing

Date: September 10, 2026

Time: 10:30 a.m.

Dept.: 12

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similarly situated

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NOTICE OF MOTION

TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on September 10, 2026 at 10:30 a.m. in Department 12 of the Superior Court of the State of California, In and For the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs Kimberly Cordero and Chandra Alexander (collectively, “Plaintiffs”) by and through their attorneys of record, will and hereby do make the instant Motion for an order provisionally certifying the Settlement Class and granting Preliminary Approval of Class Action Settlement.

1. Preliminary and conditional certification of the Class described in the proposed Class Action and PAGA Settlement Agreement and Class Notice (hereinafter “Settlement Agreement”) attached as Exhibit 1 to the Declaration of Michael H. Boyamian filed concurrently herewith between Plaintiff and Defendant for purposes of settlement.

2. Preliminary approval of Plaintiffs Kimberly Cordero and Chandra Alexander as Class Representatives.

3. Preliminary approval of Michael H. Boyamian and Armand R. Kizirian of Boyamian Law Inc., and Joseph Lavi, Vincent C. Granberry, Jeffrey D. Klein, Jovahn M. Wiggins, and Daniel U. Frydman of Lavi & Ebrahimian, LLP as Class Counsel.

4. Preliminary approval of a settlement of claims as set forth in the Settlement Agreement in which Defendants have agreed to a gross non-reversionary settlement payment in the amount of \$620,280.00 (six hundred twenty thousand two hundred and eighty dollars and zero cents).

5. Approval as to the form and content of the proposed “Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval” attached to the Settlement Agreement as Exhibit A.

6. Approval of the appointment of Phoenix Class Action Administration Solutions (“Phoenix”) as Settlement Administrator and preliminary approval of the costs of administration of the Settlement for an amount estimated at \$6,000.00, with payment coming out of the Settlement. The bid provided by Phoenix is attached as Exhibit 2 to the Declaration of Michael H. Boyamian.

7. Preliminary approval of the payment of a “service award” in the amount of \$7,500 (seven

1 thousand five hundred dollars) each to Plaintiff Kimberly Cordero and Plaintiff Chandra
2 Alexander, for a collective sum of fifteen thousand dollars (\$15,000) to be deducted from the Gross
3 Settlement Amount.

4 8. Preliminary approval of the application for payment to Class Counsel of reasonable
5 attorneys' fees of \$206,760.00 (33 1/3% of gross settlement) and reimbursement of actual,
6 reasonable costs incurred by Class Counsel not to exceed \$30,000.00, with payment coming out of
7 the Settlement.

8 9. Issuance of a schedule for implementation of the terms of the Settlement Agreement,
9 including a date for a hearing for Final Approval of the Settlement.

10 This motion is based on the attached Memorandum of Points and Authorities, along with
11 all exhibits and declarations thereto, any and all papers previously filed herein, and any and all oral
12 argument and/or evidence as may be offered at the time of the hearing in this matter.

13
14 DATED: July 30, 2026

Respectfully submitted,

15 **BOYAMIAN LAW, INC.**
16 **LAVI & EBRAHIMIAN, LLP**

17 

18 By: _____

19 Michael H. Boyamian
20 Attorneys for Plaintiffs Kimberly Cordero
21 and Chandra Alexander, individually, and on
22 behalf of all others similarly situated
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION.**

3 This is a wage and hour class action brought against Defendant Humana Marketpoint, Inc.
4 and Does 1 through 50 (collectively “Defendant” or “Humana”). Plaintiffs Kimberly Cordero and
5 Chandra Alexander (collectively, “Plaintiffs”) (collectively with Defendant, the “Parties”), allege
6 that Defendant failed to pay all current and former non-exempt employees who worked for
7 Defendant in California (hereafter referred to as “Settlement Class Members”) for minimum and
8 overtime wages, failed to provide its employees with adequate meal and rest periods or
9 compensation in lieu thereof, failed to timely pay earned wages during employment, failed to
10 furnish adequate itemized wage statements and payroll records, failed to reimburse for all
11 necessary business expenses, and are owed civil penalties under the Private Attorneys General Act.
12 ((“Complaint”) ¶¶ 22-48.)¹

13 With the assistance of an experienced wage and hour mediator, David S. Philips, Esq., the
14 Parties have decided to resolve the matter through settlement instead of undergoing protracted
15 discovery and litigation. (Boyamian Decl., ¶ 13.) The Class Action and PAGA Settlement
16 Agreement and Class Notice (“Settlement Agreement,” “Agreement,” or “Settlement”) is attached
17 as **Exhibit 1** to the Declaration of Michael H. Boyamian (“Boyamian Decl.”) and the definitions
18 contained therein are herein incorporated by reference. Defendant has agreed to pay \$620,280.00
19 as a non-reversionary, all-in settlement (“Gross Settlement Amount” or “GSA”). (*Id.* ¶ 1.21.) At
20 the time of this Motion, Plaintiffs believe there are approximately 134 members of the Settlement
21 Class, most of whom are now former employees. (Boyamian Decl., ¶ 58.)

22 As discussed below, the proposed Settlement ensures due process and is within the “range
23 of reasonableness” for preliminary approval. Accordingly, Plaintiffs respectfully request that the
24 Court enter an order: (1) preliminarily approving the terms of the Settlement; (2) provisionally
25 certifying the proposed Class for settlement purposes; (3) appointing Plaintiffs’ Counsel as Class
26

27 ¹ The operative complaint in this matter is the Amended Class Action Complaint for
28 Damages and Enforcement Under the Private Attorneys General filed by Plaintiff Cordero on June
30, 2025.

Counsel; (4) approving the form and method of providing notice to the proposed Settlement Class; and (5) scheduling a Final Approval/ Fairness Hearing.

II. FACTUAL AND PROCEDURAL BACKGROUND.

On April 5, 2024, Plaintiff Cordero sent a notice to the Labor and Workforce Development Agency (“LWDA”) indicating her intent to seek penalties under the Private Attorneys General Act (“PAGA”) for all hourly-based, non-exempt employees. (Boyamian Decl., ¶ 10.) On November 6, 2024, Plaintiff Kimberly Cordero filed a representative wage and hour action for civil penalties under PAGA against Defendant in the Superior Court of California, County of Alameda, Case No. 24CV098568 (*Cordero* Action). The representative complaint in the *Cordero* Action alleges claims for unpaid wages, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal and rest breaks, failure to pay wages upon termination, failure to provide accurate and compliant wage statements, and unfair business practices.

On June 30, 2025, Plaintiff Cordero amended her complaint to add class allegations and the following causes of action: (1) Failure to Pay Minimum Wage; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Furnish Accurate Wage Statements; (6) Waiting Time Penalties; (7) Failure to Reimburse for Business Expenditures and Losses; (8) Unfair Competition; and (9) Civil Penalties under the Private Attorneys General Act (“PAGA”). (Boyamian Decl., ¶ 11.)

On April 9, 2025, Plaintiff Chandra Alexander filed a Class Action Complaint against Defendant Humana Marketpoint, Inc. in the Superior Court of California, County of Los Angeles, Case No. 25STCV10591 (*Alexander* Action). The class action complaint in the *Alexander* action alleges claims for (1) Failure to Pay Wages for All Hours Worked at Minimum Wage; (2) Failure to Pay Overtime Wages for Daily Overtime Worked; (3) Failure to Authorize or Permit Meal Periods; (4) Failure to Authorize or Permit Rest Periods; (5) Failure to Provide Complete and Accurate Wage Statements; (6) Failure to Timely Pay all Earned Wages and Final Paychecks due at the time of Separation Of Employment; and (7) Unfair Business Practices.

As to the PAGA claim, Plaintiff Alexander sent a notice to the Labor and Workforce Development Agency (“LWDA”) on April 9, 2025 indicating her intent to seek penalties under

1 PAGA for all aggrieved employees based on Defendant’s failure to provide meal and rest breaks,
2 pay minimum and overtime wages, timely pay wages upon termination, provide accurate wage
3 statements to its employees, and business reimbursement. (Declaration of Daniel U. Frydman
4 (“Frydman Declaration”), ¶ 5.) It is important to note that the LWDA did not provide notice of its
5 intention to investigate Plaintiff Alexander’s PAGA claim within the 65-day deadline under
6 PAGA. (*Id.*)

7 On June 16, 2025, Plaintiff Alexander filed a representative wage and hour action for civil
8 penalties under PAGA against Defendants in the Superior Court of California, County of Los
9 Angeles Case No. 25STCV17572. The representative complaint in the *Alexander* Action alleges
10 claims for (1) Failure to Pay Wages for all hours worked at the legal minimum wage ; (2) Failure to
11 Pay Wages for Overtime Hours Worked at the Overtime Rate of Pay and/or Failure to Pay
12 Overtime Wages at the Proper Rate of Pay ; (3) Failure to Pay Wages to Hourly Non-Exempt
13 Employees for Workdays that Defendants Failed to Provide Legally Required and Compliant Meal
14 Periods and/or Failure to Pay Period Premium Wages; (4) Failure to Pay Wages to Hourly Non-
15 Exempt Employees for Workdays that Defendants Failed to Provide Legally Required and
16 Compliant Rest Periods and/or Failure to Pay Rest Period Premium; (5) Failure to Timely Pay
17 Earned Wages During Employment, (6) Secret Payment of Lower Wages than Designated by
18 Statute; (7) Failure to Provide Complete and Accurate Wage Statements; and (8) Failure to Pay
19 Employees All Wages Due at Time of Termination/Resignation. (Frydman Decl., ¶ 6.)

20 On October 15, 2025, the Judicial Council coordinated the *Cordero* and two *Alexander*
21 cases and entered a global stay until a trial judge is assigned to the coordinated proceeding.
22 Plaintiff Cordero’s FAC is the operative complaint in the Action (the “Operative Complaint”).
23 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the
24 laws identified in in the Operative Complaint and denies any and all liability for the causes of
25 action alleged. (Boyamian Decl., ¶ 12.)

26 In or around the fall of 2025, the Parties, including Plaintiffs Cordero and Alexander
27 together, agreed to participate in a mediation to resolve all claims in litigation in this Action and
28 the *Alexander* Action. (Boyamian Decl., ¶ 13.) The mediation was conducted on February 26,

2026 by David Phillips, Esq., an experienced wage and hour mediator. (*Id.*) A settlement was not reached at the day of the mediation, but resulted in a Mediator’s Proposal which was eventually accepted by the Parties. The Parties thereafter continued to work on resolving the case and worked out the terms of this Settlement Agreement, of which they respectfully seek Court approval. (*Id.*) The settlement discussions during and after mediation were vigorous and conducted at arm’s length — indeed, a resolution was only reached after continued negotiations — and the settlement is the result of an informed and detailed analysis of Defendant’s alleged potential liability in relation to the costs and risks associated with continued litigation. (Boyamian Decl., ¶ 13.)

On May 6, 2026, Plaintiff Cordero amended her PAGA Notice to the Labor Workforce and Development Agency, adding additional facts and theories of liability and Labor Code claims and violations in an effort to bring greater clarity as to the claims alleged in the FAC, and the scope and release being negotiated by the Parties in this global settlement. (Boyamian Decl., ¶ 14.) The Parties executed a Long Form Settlement Agreement on June 3, 2026. (Boyamian Decl., ¶ 15.)

As to the PAGA claim, Plaintiffs sent a notice to both Defendant and the Labor and Workforce Development Agency (“LWDA”) on April 5, 2024, April 9, 2025, and May 6, 2026 indicating their intent to seek penalties under PAGA for all hourly-based, non-exempt employees based on Defendant’s failure to pay for all hours worked, including overtime, failure to provide meal and rest breaks, failure to pay all earned wages upon discharge, failure to pay on the regular pay day all wages owed, failure to provide accurate wage statements and waiting time penalties. Concurrently with filing of this Motion, Plaintiffs provided a copy of the Settlement Agreement and this Motion to the LWDA and informed the LWDA of the hearing on September 10, 2026. (Boyamian Decl., ¶ 66.)

III. TERMS OF THE SETTLEMENT.

Plaintiffs and their counsel recognize the expense and length of continued proceedings necessary to litigate this Action through trial and potential appeals. (Boyamian Decl., ¶¶ 21-23, 48-51.) Plaintiffs have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such proceedings. (*Id.*) Plaintiffs are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action,

1 both generally and in response to Defendant’s defenses, and the difficulties in establishing
2 damages for the Settlement Class Members. (*Id.*) Thus, Plaintiffs and their counsel have
3 determined that the terms set forth in this Settlement Agreement are fair, adequate and reasonable,
4 and in the best interests of the Class Members. (*Id.*) Having carefully weighed all these
5 considerations, Plaintiffs’ Counsel at the time the Settlement was reached were satisfied that the
6 proposed Settlement was in the best interests of the Class. (*Id.*)

7 Defendant has concluded that further defense of this Action would be protracted and
8 expensive for all Parties. Defendant has spent a substantial amount of time and resources for this
9 Action, and unless this Settlement Agreement is approved, will continue to be devoted to the
10 defense of the Action. (*Id.*) Defendant firmly contends that it is not liable for any of Plaintiffs’
11 claims but have agreed to settle along the terms set forth in this Settlement Agreement to fully
12 resolve the Action. (Boyamian Decl., Ex. 1)

13 In short, both Parties believe the terms of the Settlement Agreement are fair and reasonable
14 and should be preliminarily approved by the Court. The terms of the Settlement Agreement are
15 summarized below.

16 **A. THE BENEFITS CONFERRED ON THE CLASS.**

17 The Gross Settlement Amount is Six Hundred Twenty Thousand Two Hundred and
18 Eighty Dollars and Zero Cents (\$620,280.00). (Boyamian Decl., Ex. 1, ¶ 1.21.) The Net
19 Settlement Amount (“NSA”) is the amount from which Individual Settlement Payments (“ISP”)
20 are made to the Settlement Class Members, and is estimated to be approximately \$337,520.00.
21 [Gross Settlement Amount (\$620,280.00) – Claims Administration Costs (\$6,000.00) – Class
22 Representatives Enhancement Payments totaling (\$15,000) – Class Counsel Award for Fees 33-
23 1/3% of Settlement or \$206,760.00) – Class Counsel Award for Costs (not to exceed \$30,000.00)
24 – PAGA Payment (\$25,000) (75%, or \$18,750, to the LWDA, and 25%, or \$6,250, to Aggrieved
25 Employees) = approximately \$337,520.00]. (Boyamian Decl. Ex. 1, ¶ 1.27.)

26 There are approximately 134 Settlement Class Members between November 6, 2020 to
27 November 1, 2025 and approximately 13,784 workweeks during the same aforementioned
28 period. (Boyamian Decl., Ex. 1, ¶ 4.1.) The “Class Period” is defined by the Settlement

1 Agreement as November 6, 2020 to the date of preliminary approval subject to the escalator
2 clause as set forth in the Settlement Agreement. After deductions for proposed settlement
3 administration costs, attorneys' fees and verified costs, Plaintiffs' incentive payments, and
4 PAGA penalties to be paid to the Labor & Workforce Development Agency ("LWDA"), the
5 average estimated payment to Settlement Class members is projected to be \$2,518.81, an
6 excellent result.

7 Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the
8 Administrator no later than 30 days after the Effective Date. (Boyamian Decl., Ex. 1, ¶ 4.2.)

9 Any settlement checks that remain uncashed one hundred and eighty (180) or more
10 calendar days after issuance by the Settlement Administrator shall be voided. (Boyamian Decl.;
11 Ex. 1, ¶ 4.3.1.) For any Class Member whose Individual Class Payment check is uncashed and
12 cancelled after the void date, the Administrator shall transmit the funds represented by such a
13 check to the California Controller's Unclaimed Property Fund in the name of the Class Member.
14 (Boyamian Decl.; Ex. 1, ¶ 4.3.3.) For any Aggrieved Employee whose Individual PAGA
15 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
16 funds represented by such check to the California Controller's Unclaimed Property Fund in the
17 name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the
18 requirements of Code of Civil Procedure section 384, subdivision (b). (Boyamian Decl.; Ex. 1, ¶
19 4.3.4.) No portion of the Gross Settlement Amount will revert to Defendant. (Boyamian Decl.;
20 Ex. 1, ¶ 3.1.)

21 Additionally, Settlement Class Members do not need to submit a claim form in order to
22 participate in the Settlement, as payments will automatically be sent to all Settlement Class
23 Members that do not opt-out of the Settlement. (Boyamian Decl.; Ex. 1, ¶ 3.1.)

24 **B. SETTLEMENT ADMINISTRATION AND NOTICE PROCEDURE.**

25 The Parties propose that the notice procedure for the class action Settlement be managed
26 and administered as follows:
27
28

1 **1. Notice by First-Class U.S. Mail.**

2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14)
3 days after receiving the Class Data, the Administrator will send to all Class Members identified
4 in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached
5 to the Settlement Agreement as Exhibit A. (Boyamian Decl., Ex. 1, ¶ 7.4.2.) The Settlement
6 Administrator shall exercise its best judgment to determine the current mailing address for each
7 Class Member. (*Id.*) A copy of the proposed Notice is attached as Exhibit A to Exhibit 1
8 (Settlement Agreement) of the Boyamian Declaration.

9 Procedure for Undeliverable Notices. Any Notices returned to the Settlement
10 Administrator as non-deliverable on or before the initial Response Deadline, which is forty-five
11 (45) days after the Settlement Administrator initially mails the Notice to Class Members and the
12 last date on which Settlement Class Members may submit a request for exclusion or written
13 objection to the Settlement, shall be re-sent to the forwarding address, if any, provided by the
14 USPS not later than three (3) business days after the Administrator's receipt of the returned
15 Class Notice. (Boyamian Decl., Ex. 1, ¶ 7.4.3.) The Administrator must conduct an Address
16 Search for all Class Members and Aggrieved Employees whose checks are returned undelivered
17 without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving
18 a returned check the Administrator must re-mail the check to the USPS forwarding address
19 provided or to an address ascertained through the Address Search. The Administrator need not
20 take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed
21 checks are returned as undelivered. The Administrator shall promptly send a replacement check
22 to any Class Member or Aggrieved Employee whose original check was lost or misplaced and
23 uncashed, as requested by the Class Member or Aggrieved Employee before the void date.
24 (Boyamian Decl., Ex. 1, ¶ 4.3.2.) The deadline for Class Members' written objections,
25 challenges to Workweeks, and Requests for Exclusion will be extended for Class Members
26 whose notices are re-mailed. Class Members to whom Class Notices are resent after having been
27 returned undeliverable to the Administrator shall have their deadline extended an additional 14
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1 calendar days beyond the Response Deadline. The Administrator will inform the Class Member
2 of the extended deadline with the re-mailed Class Notice. (Boyamian Decl., Ex. 1, ¶ 7.4.4.)

3 No Class Members will need to submit a claim form for their Individual Settlement
4 Payment. (Boyamian Decl., Ex. 1 ¶ 3.1.) For any checks that go uncashed after 180 days of
5 mailing, and any Settlement Class Member that does not have a valid address, their share of the
6 Net Settlement Amount will be forwarded by the Settlement Administrator to the California
7 Controller's Unclaimed Property Fund in the name of the Settlement Class Member. (Boyamian
8 Decl., Ex. 1 ¶ 4.3.3.)

9 Class Counsel shall provide to the Court, at least fourteen (14) calendar days prior to the
10 final approval hearing, or such other date as set by the Court, a declaration by the Settlement
11 Administrator of due diligence and confirming mailing of the Notices. (Boyamian Decl., Ex. 1, ¶
12 7.8.4.)

13 Resolution of Disputes. Each Class Member shall have until the Response Deadline to
14 challenge the number of Workweeks allocated to the Class Member in the Class Notice. The
15 Class Member may challenge the allocation by communicating with the Administrator via fax,
16 email or mail. The Administrator must encourage the challenging Class Member to submit
17 supporting documentation. The Administrator has the authority to address and make final
18 decisions consistent with the terms of this Agreement on all Class Member challenges to the
19 number of Workweeks. (Boyamian Decl., Ex. 1 ¶ 7.6.) In the absence of any contrary
20 documentation, the Administrator is entitled to presume that the Workweeks contained in the
21 Class Notice are correct if they are consistent with the Class Data. The Administrator's
22 determination of allocations of Workweeks is final and not appealable or otherwise susceptible
23 to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel
24 copies of all challenges to calculation of Workweeks and the Administrator's determination of
25 the challenges. (*Id.*)

26 **2. Request for Exclusion from the Settlement.**

27 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement
28 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not

1 later than the Response Deadline. (plus an additional 14 days for Class Members whose Class
2 Notice is remailed). A Request for Exclusion is a letter from a Class Member or the Class
3 Member's representative that reasonably communicates the Class Member's election to be
4 excluded from the Settlement and includes the Class Member's name, address and email address
5 or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or
6 postmarked by the Response Deadline. (Boyamian Decl., Ex. 1 ¶ 7.5.1.)

7 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
8 Participating Class Member and shall not receive an Individual Class Payment or have the right
9 to object to the class action components of the Settlement. Because future PAGA claims are
10 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
11 are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of the
12 Settlement Agreement and are eligible for an Individual PAGA Payment. (Boyamian Decl., Ex.
13 1 ¶ 7.5.4.)

14 **3. Objections to the Settlement.**

15 Only Participating Class Members may object to the class action components of the
16 Settlement and/or this Agreement. (Boyamian Decl., Ex. 1 ¶ 7.7.1.) Participating Class Members
17 may send written objections to the Administrator, by fax, email, or mail. In the alternative,
18 Participating Class Members may appear in Court (or hire an attorney to appear in Court) to
19 present verbal objections at the Final Approval Hearing. (Boyamian Decl., Ex. 1 ¶ 7.7.2.) A
20 Participating Class Member who elects to send a written objection to the Administrator must do so
21 no later than the Response Deadline plus an additional 14 days for Class Members whose Class
22 Notice was re-mailed. (Boyamian Decl., Ex. 1 ¶ 7.7.2.) Non-Participating Class Members have no
23 right to object to the Settlement. (Boyamian Decl., Ex. 1 ¶ 7.7.3.)

24 **4. Distribution of Unclaimed Settlement Funds Pursuant to CCP** 25 **§384.**

26 Further, any settlement checks that remain uncashed one hundred and eighty (180) or
27 more calendar days after issuance by the Settlement Administrator shall be voided. (Boyamian
28

1 Decl., Ex. 1, ¶ 4.3.1.) For any Class Member whose Individual Class Payment check or
2 Individual PAGA Payment check is uncashed and cancelled after the void date, the
3 Administrator shall transmit the funds represented by such checks to the California Controller's
4 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
5 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
6 (Boyamian Decl., Ex. 1, ¶ 4.3.4.)

7 **C. RELEASE OF CLAIMS.**

8 Upon the final approval by the court of this Settlement and Defendant's payment of all
9 sums due pursuant to this Settlement, and except as to such rights or claims as may be created by
10 this Settlement, Plaintiffs and Class Members will release claims against all released parties as
11 follows:

12 All Participating Class Members, on behalf of themselves and their respective former and
13 present representatives, agents, attorneys, administrators, successors and assigns, release the
14 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
15 the facts and allegations in the Operative Complaint that are alleged to have occurred during the
16 Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do
17 not release any other claims, including claims for vested benefits, wrongful termination, violation
18 of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or
19 workers' compensation or claims based on events occurring outside the Class Period. (Boyamian
20 Decl., Ex. 1, ¶ 5.2.)

21 All Aggrieved Employees are deemed to release, on behalf of themselves and their
22 respective former and present representatives, agents, attorneys, administrators, successors and
23 assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably
24 could have been alleged, based on the facts and allegations in the Operative Complaint that are
25 alleged to have occurred during the PAGA Period, which is defined as April 5, 2023 through the
26 date of Preliminary Approval, subject to the Escalator Clause in Section 8 of the Settlement
27 Agreement, and the PAGA Notice. (Boyamian Decl., Ex. 1, ¶ 5.3.)

28 In light of Plaintiffs' Class Representative Service Payments, Plaintiffs and Plaintiffs'

1 respective former and present representatives, agents, attorneys, administrators, successors and
2 assigns, release and discharge Released Parties from all claims, transactions or occurrences,
3 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based
4 on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or
5 reasonably could have been, alleged based on facts contained in the Operative Complaint and
6 Plaintiffs' PAGA Notice. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims
7 or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
8 disability benefits, social security benefits, or workers' compensation benefits that arose at any
9 time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
10 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or
11 believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all
12 respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.
13 (Boyamian Decl., Ex. 1, ¶ 5.1.) For purposes of Plaintiffs' Release, Plaintiffs expressly waive and
14 relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (Boyamian
15 Decl., Ex. 1, ¶ 5.1.1.)

16 **A. PERIOD ALLOCATION FORMULA.**

17 The allocation formula set forth in the Settlement Agreement provides that the Settlement
18 Administrator will use the Class Data to calculate the total Qualified Workweeks for all Settlement
19 Class Members. The respective Qualified Workweeks for each Settlement Class Member will be
20 divided by the total Qualified Workweeks for all Settlement Class Members resulting in the
21 Payment Ratio for each individual Settlement Class Member. Each Settlement Class Member's
22 Payment Ratio will then be multiplied by the NSA to calculate each Settlement Class Member's
23 estimated Individual Settlement Payment ("ISP"). The ISP will be provided only to the individual
24 Settlement Class Members. Each ISP will be reduced by any legally mandated employee tax
25 withholdings (e.g., employee payroll taxes, etc.).

26 **B. TAX TREATMENT.**

27 For tax purposes, 20% of each Participating Class Member's Individual Class Payment will
28 be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to

1 tax withholding and will be reported on an IRS W-2 Form. The other 80% of each Participating
2 Class Member's Individual Class Payment will be allocated to settlement of claims for interest and
3 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
4 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
5 responsibility and liability for any employee taxes owed on their Individual Class Payment.
6 Except for any employer payroll taxes, it is understood and agreed that Defendants' maximum
7 total liability under this Settlement shall not exceed the Gross Settlement Amount. (Boyamian
8 Decl., Ex 1, ¶ 3.2.4.1.)

9 **C. PAGA PENALTIES FUND.**

10 "PAGA Allocation" means the portion of the Gross Settlement Amount that the Parties
11 have agreed to allocate to resolution of the Released PAGA Claims. The Parties have agreed that
12 the PAGA Allocation will be \$25,000 from the Gross Settlement Amount. (Boyamian Decl., Ex 1,
13 ¶ 3.2.5) The Parties further agree that, pursuant to PAGA, (i) Seventy-Five Percent (75%), or
14 \$18,750, of the PAGA Allocation will be paid to the Labor and Workforce Development Agency
15 ("PAGA Penalty Payment"); and (ii) Twenty-Five Percent (25%), or \$6,250.00, of the PAGA
16 Allocation will be distributed to the Aggrieved Employees on a pro rata basis as Individual PAGA
17 Payments. (*Id.*)

18 **D. SETTLEMENT ADMINISTRATOR.**

19 The Settlement Administrator will be Phoenix Class Action Administration Solutions
20 ("Phoenix") which Class Counsel selected, and Defendants approved. (Boyamian Decl., Ex 1, ¶
21 7.1.) Phoenix is a well-established class action settlement administrator and has substantial
22 experience administering wage and hour class action settlements. Settlement Administration Costs
23 are estimated not to exceed \$6,000. (Boyamian Decl., Ex 1, ¶ 3.2.3.)

24 The Settlement Administrator will establish and maintain and use an internet website to
25 post information of interest to Class Members including the date, time and location for the Final
26 Approval Hearing and copies of the Settlement Agreement, the Preliminary Approval Order, the
27 Class Notice, the Motion for Final Approval, the Final Approval and the Judgment. The
28 Administrator will also maintain and monitor an email address and a toll-free telephone number to

1 receive Class Member calls, faxes and emails. (Boyamian Decl., Ex. 1, ¶ 7.8.1.)

2 **IV. PROPOSED SCHEDULE.**

3 If the Court grants preliminary approval of the Settlement at the Preliminary Approval
4 Hearing on September 10, 2026, Plaintiffs propose the following schedule, which is consistent
5 with the Settlement Agreement:

6 Within thirty (30) days after entry of an order granting Preliminary Approval of the
7 Settlement, Defendant will provide the Settlement Administrator with a list containing
8 information for each Class Member (1) name; (2) last known address; (3) social security number;
9 and (4) number of Class Period Workweeks and PAGA Pay Periods. This information shall be
10 based on Defendants' payroll and other business records and shall be provided in a format
11 acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the
12 Class Members' addresses against those on file with the U.S. Postal Service's National Change of
13 Address List; this check will be performed before the mailing of the Notice Packet to all Class
14 Members by the Settlement Administrator. Not later than 90 days after the date when the Court
15 discharges the Administrator's obligation to provide a Declaration confirming the final pay out of
16 all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data
17 received from Defendants unless, prior to the Court's discharge of the Administrator's obligation,
18 Defendants make a written request to Class Counsel for the return, rather than the destructions, of
19 Class Data. (Boyamian Decl., Ex. 1, ¶¶ 7.4.1., 12.14.)

20 In no event later than fourteen (14) days after receiving the Class Data from Defendant,
21 the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via
22 regular First-Class U.S. Mail. (*Id.*) (Boyamian Decl., Ex. 1, ¶ 7.4.2.)

23 Any Notices returned to the Settlement Administrator as non-deliverable on or before the
24 initial Response Deadline, which is forty-five (45) days after the Settlement Administrator
25 initially mails the Notice to Class Members and the last date on which Settlement Class Members
26 may submit a request for exclusion or written objection to the Settlement, shall be re-sent to the
27 forwarding address, if any, on the returned envelope not later than three (3) business days after
28 the Settlement Administrator's receipt of the returned Notice. A returned Notice will be

1 forwarded by the Settlement Administrator any time that a forwarding address is provided with
2 the returned mail. If there is no forwarding address, the Settlement Administrator will do a skip
3 trace for a new address using the Class Member's social security number or other information. In
4 any instance where a Notice is re-mailed, that Class Member will have until the extended
5 Response Deadline, which is an additional 14 calendar days beyond the initial Response
6 Deadline. A letter prepared by the Settlement Administrator will be included in the re-mailed
7 Notice in that instance, stating the extended Response Deadline. Upon completion of these steps
8 by the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed
9 to have satisfied their obligations to provide the Notice to the affected Class Member. The
10 affected Class Member shall remain a member of the Settlement Class and shall be bound by all
11 the terms of the Settlement and the Court's Order and Final Judgment Individual Class Member
12 Response Forms. (Boyamian Decl., Ex. 1.)

13 At least 15 days before any deadline set by the Court, the Administrator will prepare, and
14 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
15 attesting to its disbursement of all payments required under this Agreement. Plaintiffs are
16 responsible for filing the Administrator's declaration in Court. (Boyamian Decl., Ex. 1 ¶ 7.8.5.)

17 **V. FORM OF NOTICE TO THE CLASS.**

18 The proposed Notice of Class Action Settlement is attached as **Exhibit A** to Exhibit 1
19 (Settlement Agreement) of the accompanying Boyamian Declaration. California statutory and
20 case law vests the court with broad discretion in fashioning appropriate class notice. *See* Code
21 Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is
22 adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the
23 Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v.*
24 *Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

25 As aforementioned, the proposed Notice Packet provides information on, among other
26 things, the meaning and nature of the Settlement Class, the terms and provisions of the proposed
27 Settlement, the relief that the proposed Settlement will provide to the Class Members, and the
28 amounts that are sought for attorneys' fees and reimbursement of litigation costs and expenses,

1 Service Award amounts to the Class Representatives, Settlement Administration Costs, and the
2 PAGA Penalties Fund allocation. (Boyamian Decl., Ex. A to Ex. 1). Each Class Member is also
3 told in the Notice approximately how much he or she is scheduled to receive from the
4 Settlement. (*Id.*) Additionally, the Notice Packet will apprise the Class Members of their right to
5 exclude themselves from the Settlement, to object to the Settlement, or dispute the number of
6 workweeks they worked during the Class Period. (*Id.*) The Notice Packet sets forth the
7 consequences of opting out, as mentioned above. (*Id.*) The proposed Notice Packet fulfills the
8 requirement of neutrality in notice procedure. (*See* H. Newberg & A. Conte, 4 *Newberg on*
9 *Class Actions* (4th ed. 2002), § 8.39 (hereafter "Newberg"). "Sufficient information about the
10 case should be provided to enable class members to make an informed decision about their
11 participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed
12 Notice Packet summarizes the proceedings to date and the terms and conditions of the proposed
13 Settlement in an informative and coherent manner. (Boyamian Decl., Ex. A to Ex. 1). The
14 proposed Notice Packet recognizes that the Court has not yet granted final approval and apprises
15 the Class Members of the procedure and deadlines for requesting exclusion from the Settlement
16 or objecting to the Settlement. (*Id.*) The proposed Notice Packet also informs Class Members that
17 the Final Approval Hearing may be continued to a different date or time or changed to a different
18 location without further notice to Class Members, and that Class Members may contact Class
19 Counsel to inquire into the date, time, and location of the Final Approval Hearing. (*Id.*)

20 The proposed Notice Packet therefore satisfies all due process requirements and complies
21 with the standards of fairness, completeness, and neutrality. *Newberg*, §§ 8.21, 8.39; *Manual*, §§
22 21.311, 21.312; see also *Cartt, supra*, 50 Cal.App.3d at p. 960. Accordingly, the Court should
23 approve the proposed Class Notice as it complies with California Rules of Court, Rule 3.766,
24 subsections (d) and (e). Further, the Notice Packet will be provided in English and Spanish.

25 **VI. CLASS REPRESENTATIVE SERVICE AWARDS.**

26 In exchange for a general release of all their individual claims in the lawsuit, and for their
27 time, effort and risk in bringing and prosecuting this matter, the Parties have agreed to pay named
28 Plaintiffs Kimberly Cordero and Chandra Alexander, a service award in the amount of seven

1 thousand five hundred dollars and zero cents (\$7,500.00) each, for a total of fifteen thousand and
2 zero cents (\$15,000.00) subject to Court approval.

3 It is within the Court's discretion to award a payment to a class representative for their
4 efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299
5 (approving \$50,000 participation award to a single class representative). The criteria courts may
6 consider in determining whether to make an incentive award include: (1) the risk to the class
7 representative in commencing suit, both financial and otherwise; (2) the notoriety and personal
8 difficulties encountered by the class representative; (3) the amount of time and effort spent by the
9 class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack
10 thereof) enjoyed by the class representative as a result of the litigation. (*Id.*)

11 As Plaintiffs will set forth in a separate motion prior to the Fairness Hearing, the
12 requested Class Representative Service Award is fair and appropriate as evaluated under each of
13 these criteria. (Boyamian Decl., ¶ 53.) (Frydman Decl., ¶¶ 11-13.). By way of preview, Plaintiffs
14 spent a substantial amount of time and effort to produce relevant information, documents, and
15 past employment records, gathering and providing the facts and evidence necessary to prove the
16 allegations. (Boyamian Decl., ¶¶ 54, 56.); Plaintiffs were available whenever Plaintiffs' counsel
17 needed them and actively tried to obtain information that would benefit the Class. (*Id.*)

18 Accordingly, it is appropriate and just for Plaintiffs to receive service awards in the
19 amount set forth above, in addition to their Individual Settlement Payment, for the services
20 provided and risks undertaken on behalf of all Class Members. (Boyamian Decl., ¶ 57.); *see In re*
21 *TFT-LCD (Flat Panel) Antitrust Litig.*, Case No. 3:07-md-1827 SI, 2011 WL 7575003, at *2
22 (N.D. Cal. Dec. 27, 2011) (approving \$15,000.00 incentive awards for 11 class representatives
23 "in recognition of their work performed for the benefit of the Class and risks undertaken");
24 *Singer v. Becton Dickinson and Co.*, 08-cv-821 IEG (BLM), 2010 WL 2196104, at *9 (S.D. Cal.
25 June 1, 2010) (finding class representative award of \$25,000.00 reasonable).

26 **VII. ATTORNEYS' FEES, COSTS, AND EXPENSES.**

27 The ongoing work in litigating the claims in this case has been extensive, and ultimately
28 successful, in achieving a substantial settlement resolution. (Boyamian Decl., ¶ 59.) Plaintiffs'

1 Counsel conducted extensive investigations into the facts of the case, including, and not limited
2 to: reviewing personnel record for Plaintiffs and other putative class members; reviewing a
3 sampling of employee time and payroll records, documents, and records; reviewing
4 correspondence between Plaintiffs and other putative class members and Defendant's managers;
5 reviewing information regarding Defendant's operations and employment policies, practices, and
6 procedures (*Id.*) Plaintiffs' Counsel's review and analysis included, and was not limited to, a
7 review and analysis of thousands of documents and related data, in print and electronic format,
8 amounting to many thousands of pages of materials. (*Id.*)

9 Early on in the coordinated proceeding, the Parties agreed to conduct a mediation before
10 mediator David Phillips, Esq. The Parties exchanged material information relevant to class
11 certification, the merits of the case and damages issues related thereto. (Boyamian Decl., ¶¶ 13,
12 17.) Specifically, Defendants produced the entire data set for the putative class and pool of
13 aggrieved employees – consisting of time and payroll records. (Boyamian Decl., ¶ 17.)
14 Plaintiffs' Counsel will provide evidence as to the time worked, litigation efforts, and further
15 argument at the time of filing papers in support of final approval of the Settlement and the request
16 for Class Counsels' attorneys' fees, litigation costs and expenses, and the Class Representative
17 Service Awards, which will be heard at the Final Approval Hearing. (Boyamian Decl., ¶ 59-62.)

18 Plaintiffs' Counsel will file a motion for their attorneys' fees and costs incurred in this
19 Action, including the Settlement thereof, to be heard the same day that the Court decides whether
20 or not to grant Final Approval of the Settlement. (Boyamian Decl., Ex. 1, ¶¶ 3.2.2, 10.) Plaintiffs'
21 Counsel will ask the Court to approve an award of 33-1/3% of the Gross Settlement Amount,
22 which is equal to \$206,760.00, plus their reasonable litigation costs, not to exceed \$30,000.
23 (Boyamian Decl., Ex 1, ¶ 3.2.2.).

24 The requested attorneys' fee award is commensurate with (1) the risk Plaintiffs' Counsel
25 took in bringing and litigating this case, (2) the extensive time, effort and expense dedicated to
26 the case, (3) the skill and determination Plaintiffs' Counsel have shown, (4) the results Plaintiffs'
27 Counsel have achieved throughout the litigation, (5) the value that Plaintiffs' Counsel have
28 achieved for Class Members, and (6) the other cases Plaintiffs' Counsel have turned down in

1 order to devote their time and efforts to this matter. (Boyamian Decl., ¶ 20.) The proposed Notice
2 Packet provides the Class Members with information as to the amount of attorneys’ fees and
3 costs that will be sought in this matter. (Boyamian Decl., Ex. 1.)

4 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their
5 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*
6 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the “experienced
7 trial judge is the best judge of the value of professional services rendered in his court.” *Ketchum*
8 *v. Moses* (2001) 24 Cal. 4th 1122, 1132. California law provides that attorney fee awards should
9 be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk
10 incurred. *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal. 5th 480, 503 (citing *Lealao, supra*, 82
11 Cal.App.4th at p. 48-49). In *Lealao*, the court held that when an action leads to a recovery that
12 can be “monetized” with a reasonable degree of certainty, the trial court should “ensure that the
13 fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable
14 litigation.” *Id.* at p. 50. In cases where class members present claims against a maximum
15 settlement fund and the settlement agreement provides that the defendant agrees to paying the
16 attorneys a percentage of the same, use of that percentage method is appropriate. *Id.* at p. 32.

17 The propriety of calculating and awarding attorneys’ fees as a percentage of a monetary
18 fund that has, by litigation, been preserved or recovered for the benefit of others, has recently
19 been confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal. 5th 480 at pp. 486 & 506.
20 The California Supreme Court has taken the position that “[t]rial courts have discretion to
21 conduct a lodestar cross-check on a percentage fee,” “they also retain the discretion to forgo a
22 lodestar cross-check and use other means to evaluate the reasonableness of a requested
23 percentage fee[.]” and “[t]he percentage of fund method survives in California.” *Id.* (internal
24 quotation marks omitted).

25 Historically, courts have awarded fees as high as fifty percent (50%) of the common
26 fund, depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin*
27 *Antitrust Litig.* (D.D.C. 1981) 526 F.Supp.494 (awarding attorneys’ fees in the amount of 45% of
28 the \$7.3 million settlement fund); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*

1 (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement fund as
2 attorney fees). California Courts routinely approve class action attorneys' fee awards
3 "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th
4 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was
5 appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County
6 Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles
7 Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

8 In the present case, Plaintiffs' Counsel has borne all of the risks and costs of litigation,
9 and they have not and will not receive any compensation until a recovery is obtained. (Boyamian
10 Decl., ¶ 59.) Plaintiffs' Counsel are well-experienced in wage-and-hour class action litigation and
11 used that experience to obtain an excellent result for the Settlement Class, considering the
12 particular challenges they faced in this Litigation. (Boyamian Decl., ¶¶ 2-7.) In light of the
13 amount of the fees requested, the work performed, and the risks incurred, Plaintiffs believe that
14 the requested fees and costs are reasonable and should be awarded.

15 **VIII. ARGUMENT.**

16 **A. THE STANDARD FOR REVIEW OF A CLASS ACTION SETTLEMENT.**

17 The law favors settlement, particularly in class actions where substantial resources can be
18 conserved by avoiding the time, costs, and rigors of formal litigation. *Newberg* at § 11.41
19 (hereafter "Newberg"); *Potter v. Pacific Coast Lumber Co.* (1951) 37 Cal.2d 592, 602.)
20 Nevertheless, to make certain the rights of absent parties are not unjustly compromised, the
21 settlement of a class action requires court approval. (See Cal. Rules of Court, Rule 3.769; *Dunk*
22 *v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *Wershba v. Apple Computer* (2001) 91
23 Cal.App.4th 224, 245.) The purpose of judicial review is to protect against fraud or collusion, and
24 to ensure fairness to absent class members. (*Dunk, supra*, at pp. 1800-01; *Newberg, supra*, ¶ 11.22
25 *et seq.*) Review is accomplished through a two-step process, the overall purpose of which is to
26 determine whether, in the totality of circumstances, the settlement is fair, reasonable and adequate.
27 (*Dunk, supra*, at p. 1801; *Wershba, supra*, at p. 245.)

28 The first step is the preliminary approval motion through which the parties present the

1 settlement to the trial court for a determination that the agreement is sufficiently fair and
2 reasonable to merit class notice and further proceedings. (Cal. Rules of Court, Rule 3.769(c).)
3 The purpose of the preliminary evaluation of class action settlements is to determine whether the
4 proposed settlement is within “the range of reasonableness,” and thus whether notice to the class
5 of the settlement terms and conditions, and the scheduling of a formal fairness hearing is
6 worthwhile. *See, e.g., North County Contractor's Assn., Inc. v. Touchstone Ins. Svcs.* (1994) 27
7 Cal.App.4th 1085, 1089-90; *Wershba, supra*, 91 Cal.App.4th at pp. 234-35; Newberg, *supra* at
8 § 11.25. If the court preliminarily approves the settlement, it orders that class notice be given in an
9 appropriate manner, establishes a schedule and procedures for requests for exclusion or the submission of
10 objections, and sets the matter for a final fairness hearing.

11 There is a strong judicial policy favoring the settlement of class actions, and as such,
12 there is a presumption of fairness when: (1) the settlement is reached through arms-length
13 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
14 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
15 objectors is small. *See Dunk, supra*, at p. 1802; *Wershba, supra*, at p. 245. “The list of factors
16 is not exclusive and the court is free to engage in a balancing and weighing of the factors
17 depending on the circumstances of each case.” *Wershba, supra*, at p. 245.

18 **B. THE COURT SHOULD PRELIMINARILY APPROVE THE PROPOSED**
19 **CLASS SETTLEMENT.**

20 The proposed Settlement of this action warrants preliminary approval under the standards
21 summarized above. Each Settlement Class Member’s gross share of the Net Settlement Amount
22 (before deduction for the standard employee’s share of payroll taxes) shall be determined as
23 follows: Using the Class Data, the Settlement Administrator will calculate an Individual Class
24 Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
25 all Participating Class Members during the Class Period and (b) multiplying the result by each
26 Participating Class Member's Workweeks. (Boyamian Decl., Ex. 1, ¶ 3.2.4.) The ISP will be
27 provided only to the individual Settlement Class Member. (*Id.*) Each Individual Class Payment
28 will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes,

1 etc.). (Boyamian Decl., Ex. 1, ¶ 3.2.4.1.) None of the settlement funds will revert back to the
2 Defendant. (Boyamian Decl., Ex. 1, ¶ 3.1.) The Settlement represents a favorable result for Class
3 Members, and is within the range of settlements likely to earn the Court's final approval. While
4 the ISP will be based on each Class Member's or Aggrieved Employee's work history with
5 Defendant during the applicable Class and/or PAGA Period, it is worth emphasizing that by
6 dividing the Net Settlement Amount by the total number of Class Members results in an
7 approximate average of \$2,518.81 – an excellent result for a group of workers who earned an
8 average rate of pay of \$25.00 per hour.

9 The above amount is a projection of what each Settlement Class Member will receive after
10 estimated deductions for Plaintiffs' Counsel's attorneys' fees and costs, the Class Representative
11 Service Awards, the PAGA payment to the Labor Workforce and Development Agency
12 ("LWDA") and the costs of the Claims Administrator.

13 **1. The Settlement is the Product of Arms-Length, Informed, Negotiations.**

14 The Settlement is not the result of fraud or collusion. Rather, the proposed Settlement
15 was reached following arms-length negotiations that extended over several months before and
16 after the Parties' completed mediation on February 26, 2026. (Boyamian Decl., ¶ 13.) Moreover,
17 Plaintiffs and their counsel are well-informed about the facts and the law. (Boyamian Decl., ¶¶ 4-
18 7) Plaintiff's Counsel has many years of experience in the litigation of wage and hour class
19 actions. (*Id.*)

20 Accordingly, Plaintiffs' Counsel is well-qualified to evaluate the costs and benefits of
21 proceeding with as opposed to settling this case. *See Kullar v. Foot Locker Rental, Inc.* (2008)
22 168 Cal.App.4th 116, 129 ("The court . . . should give considerable weight to the competency
23 and integrity of counsel . . . in assuring itself that a settlement agreement represents an
24 arms-length transaction entered without self-dealing or other potential misconduct.").
25 Moreover, the mediation session was conducted by a well-respected wage and hour class-action
26 mediator, David Phillips, Esq. (Boyamian Decl., ¶ 13.)
27
28

2. The Settlement at the Time It Was Reached Was Fair and Reasonable Considering the Benefits Conferred and Significant Litigation Risks.

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive discovery and exchanged documents, data, and information prior to the mediation. The discovery and information that Plaintiffs' counsel obtained from Defendant and through other sources allowed Plaintiffs to develop a damages model, to evaluate the potential value and merit of all of Plaintiffs' claims, and perform a complete evaluation of the defenses that Defendant have asserted as outlined in the declarations of Plaintiffs' Counsel. (Boyamian Decl., ¶ 21.)

Plaintiffs provide the following estimates of the value of the claims, so that the Court can assess the reasonableness of the settlement amount. *Glass v. UBS Fin. Svs., Inc.*, 2007 U.S. Dist. LEXIS 8476 at *28 (N.D. Cal. Jan. 26, 2007) (holding that a class settlement for a wage-and-hour action that sought penalties was within the range of reasonableness, as it provided for “approximately 25% to 35% of the estimated actual loss”); *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 325 (3d Cir. 2011) (there appears to be “no authority that requires a district court to assess the fairness of a settlement in light of the potential for treble damages.”) (Boyamian Decl., ¶ 22.)

The total estimated maximum theoretical exposure, assuming certification and prevailing at trial, would be approximately \$5,811,197.75. (Boyamian Decl., ¶ 23.) These maximum theoretical estimates are, however, just that—“maximum” and “theoretical.” For example, these estimates assumed that Settlement Class Members worked one hour off the clock for every shift worked, and that all off the clock hours were overtime hours. (*Id.*) The estimates also assumed that rest break violations occurred on 100% of shifts of at least 5.0 and 3.5 hours, respectively. (*Id.*) Most importantly, these estimates assume class treatment of the claims, which Plaintiffs would possibly not have enjoyed had the case continued in litigation, given the legal and factual grounds available to defend this action. (*Id.*) With the assistance of Plaintiffs’ retained expert, Plaintiffs estimated Defendants’ maximum potential exposure as noted above, as well as the reasonable risk-adjusted amounts on the various claims and theories

1 advanced by Plaintiffs – resulting in \$1,955,594. The settlement discussions during and after
2 mediation were vigorous and conducted at arm’s length, and the settlement is the result of an
3 informed and detailed analysis of Defendant’s alleged potential liability as well as the propriety
4 of class treatment for said claims. Plaintiffs discuss the core claims in greater detail below
5 along with the relative strengths and weaknesses:

6 Minimum and Overtime

7 Class Members, including Plaintiffs, in their roles as Direct Marketing Sales Agents
8 (“DMS Agents”), primarily handle inbound calls from consumers who have seen Humana
9 advertisements (TV, mailers, or digital ads) and are calling to inquire about Medicare, Dental,
10 or Vision plans. Additionally, DMS Agents’ work hours ramped up during Annual Enrollment
11 Period (AEP) months when DMS Agents are primarily focused on selling insurance products.
12 Despite working from home, DMS Agents do not possess the same flexibility like traditional
13 field agents do in setting up their daily schedules. This is because DMS Agents are typically
14 tethered to their phones. Their shifts are strictly scheduled, and their productivity is often
15 tracked by “talk time,” “wrap up time,” and their ability and efficiency to sell Humana’s
16 products and services. (Boyamian Decl., ¶ 24.)

17 Plaintiffs alleged that Class Members are often expected to perform administrative tasks
18 that aren’t accounted for in their primary sales hours. This includes logging data into Humana’s
19 Enrollment Hub, attending mandatory training/compliance sessions, and following up on leads
20 after standard business hours. The data reveals a consistent failure to pay for all hours worked
21 and that Defendant simply pays DMS Agents for their scheduled hours. Indeed, approximately
22 82.2% of analyzed shifts (44,867 instances) had entries recorded exactly at quarter-hour
23 intervals (e.g., 7:00 or 9:30), suggesting a rounding policy that may result in time-shaving.
24 Even assuming a modest 10 minutes of off-the-clock work per shift, the unpaid wages and
25 interest total \$439,825. In all likelihood, given that the average length of a shift is 8.2 hours,
26 Plaintiffs estimate thirty (30) minutes of unpaid off-the-clock work per shift, resulting in the
27 outstanding wages totaling over **\$1,319,475**. (Boyamian Decl., ¶ 25.)

28 Additionally, while Humana generally pays overtime during the high-volume Annual

1 Enrollment Period (AEP) from mid-October to early December, it maintained a “Long Call
2 Form” policy during non-AEP months. Instead of paying daily overtime for shifts exceeding 8
3 hours, Plaintiffs alleged that Humana forced employees to credit that time toward a later start
4 the following day at their regular rate of pay - a clear violation of California’s daily overtime
5 requirements. For this discreet and unique claims, unpaid overtime wages calculated at the
6 proper regular rate of pay (including nondiscretionary bonuses) total **\$80,519**. (Boyamian Decl.,
7 ¶ 26.)

8 Additionally, during the Class period, Plaintiffs and Class Members were also not
9 properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per
10 workday and/or forty (40) hours per workweek due to Defendant’s uniform failure to include all
11 forms of compensation, including non-discretionary bonuses, incentive pay, and other forms of
12 pay in line with Defendant’s pay-for-performance philosophy. Indeed, a total of 83.6% of all
13 putative class members earned overtime/sick pay and such additional compensation during the
14 same pay period resulting in underpayment of approximately **\$107,552.75**. Plaintiffs therefore
15 tabulated a total exposure of **\$1,507,546.75** for the minimum wage and overtime claims.
16 (Boyamian Decl., ¶ 27.)

17 As explained above, Plaintiffs’ expert’s review of the timekeeping and payroll records
18 showed that Plaintiffs’ theory of liability for this claim – specifically the theory concerning off-
19 the-clock work based on work pressures and the presence of scheduled hours being recorded -
20 was not borne out by the evidence on a classwide basis and thus would not likely result in any
21 classwide recovery. This theory is likely to be highly individualized and not amenable to class
22 treatment as it relates in large part to how each DMS Agent scheduled his or her day coupled
23 with the notion that Humana’s written policies prohibit off-the-clock work and that employees
24 had a variety of channels to address uncompensated work for payment and the fact that Humana
25 automatically paid an additional .2 hours per work shift to account for any alleged off-the-clock
26 work/boot up or down time. (Boyamian Decl., ¶ 28.) Accordingly, Plaintiffs discounted this
27 maximum amount by 25% for risk of non-certification and an additional 25% for risk of being
28 unsuccessful on the merits, to arrive at an estimated exposure of **\$847,995**. (*Id.*)

1 Meal & Rest Break Claims

2 As for the rest break claim, Plaintiffs alleged that Class Members were not provided
3 with rest breaks due to relentless demands to meet aggressive sales goals. Ms. Cordero, for
4 example, was expected by her manager to handle 150-200 sales per week for inbound calls and
5 78 per week for outbound calls – effectively prohibiting her (and others) from taking their
6 mandated 10-minute duty-free breaks. At a 100% violation rate, totaling 58,993 estimated
7 violations across the extrapolated class, the financial exposure for these rest break violations
8 alone is **\$2,602,852** (Boyamian Decl., ¶ 29.)

9 With respect to the meal break claim, a review of the payroll and timecard data analyzed
10 by Plaintiffs’ Counsel and his expert revealed that approximately 14.0% of first meal breaks
11 (7,952 instances) were recorded after the end of the fifth hour of work. Furthermore, 685 meal
12 breaks were shorter than the legally required 30 minutes, with some instances lasting less than
13 10 minutes. The pressure of extended shifts was particularly acute; for shifts exceeding 10
14 hours, 94.8% of agents did not receive a recorded second meal break. Additionally, a staggering
15 82.2% of shifts had entries recorded at *exact* quarter-hour intervals, suggesting a timekeeping
16 practice that obscured actual start and end times to the detriment of the employee. Candidly, it
17 is just simply not credible that a remote workforce records meal breaks at exactly the same
18 quarter hour intervals on nearly 82% of all recorded breaks. (Boyamian Decl., ¶ 30.)

19 Separately, Defendant’s meal period policies do not provide a mechanism for the
20 payment of meal period premiums for non-compliant/missed meal periods in compliance with
21 Labor Code § 226.7 and *Ferra v. Loews Hollywood Hotel, LLC* (2021) No. S259172 (“*Ferra*”).
22 Plaintiffs contended that this alone is also a basis for class certification. *See Safeway, Inc. v.*
23 *Superior Court* 238 Cal. App. 4th 1138 (2015) (holding that trial court correctly certified a class
24 action against Safeway for its lack of a policy or practice of paying meal break premium pay to
25 employees whose time records reflected lunches of less than 30 minutes on one or more
26 occasions.) (Boyamian Decl., ¶ 31.) Humana’s violation in this regard, as Plaintiffs alleged, was
27 two-fold:

28 One, the analysis identified 10,413 unique meal break violations, however, Defendant’s

1 payroll data showed only 2,709 meal premium payments being made. This leaves
2 approximately 74% of violations uncompensated. Second, even when premiums were paid,
3 Humana failed to calculate them using the correct “Regular Rate,” which should include
4 nondiscretionary earnings like bonuses and commissions, as discussed above. This resulted in
5 an additional \$13,421 in unpaid meal break premiums due to rate-calculation errors alone. In
6 sum, over the course of the Class Period, Defendants would be liable for **\$381,626** in unpaid
7 meal period premiums and interest due. (Boyamian Decl., ¶ 32.)

8 In response, Defendant countered that it maintained compliant policies and practices
9 during the Class Period and had a policy and practice to pay premiums for break violations.
10 Defendant further contended that under *Brinker* they are only required to “provide” the
11 opportunity to take meal periods, not “ensure” meal periods are taken. *Brinker Restaurant*
12 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038 (rejecting “ensure” standard). In this
13 regard, Humana argued that given the generally unsupervised and individualized nature of each
14 DMS Agent, specifically how each Class Members scheduled his or her own day from home
15 would likely lead to variations of whether the inability to be provided meal and rest breaks was
16 entirely driven by employee choice. Voluntary omissions do not state a claim under meal and
17 rest period laws. *See, e.g., Sultan v. Medtronic, Inc.* (C.D. Cal. July 23, 2012) 2012 WL
18 3042212, at *2; *Brown v. Fed. Ex. Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 585.
19 Defendant therefore maintained it provides all legally required meal periods, and asserts that
20 any missed meal periods are the result of employee choice, not some corporate policy, directive
21 or structure. (Boyamian Decl. ¶ 33.) In light of the foregoing, Plaintiffs concluded that a 100%
22 rest break violation rate coupled with the realization that meal and rest periods not being
23 provided to a group of isolated workers that worked remotely from their homes would likely
24 present significant challenges for certification and liability. Accordingly, Plaintiffs concluded
25 that there was 75% risk of defeat on their claims for certification purposes, and a further 50%
26 risk of defeat on liability grounds. Plaintiffs therefore believe that the reasonable trial estimate
27 for the meal and rest break claims is **\$373,059.75**. (Boyamian Decl. ¶ 33.)

28 Reimbursement Claims

1 Defendants' operational model for Settlement Class Members relies heavily on a work-
2 from-home or remote infrastructure that shifts significant overhead costs onto the employees.
3 Under California Labor Code § 2802, an employer must indemnify an employee for all
4 necessary expenditures or losses incurred in direct consequence of the discharge of their duties.
5 Despite this clear statutory mandate, Defendants maintained a systemic practice of failing to
6 reimburse DMS Agents for expenses essential to their sales and marketing functions.
7 (Boyamian Decl. ¶ 34.)

8 The work demands of Settlement Class Members necessitate constant digital and
9 telephonic connectivity to manage inbound and outbound call volumes and to access Humana's
10 proprietary "Enrollment Hub" software. Specifically, Plaintiffs contend Settlement Class
11 Members frequently utilized their personal cellular phones and home internet data plans to
12 correspond with personnel and customers without receiving any stipend or reimbursement from
13 the Company. Because these agents were bound to their workstations for shifts ranging from 8
14 to 12 hours, the cost of maintaining high-speed, reliable data and cellular service was not a
15 matter of personal choice, but a requirement for continued employment. (Boyamian Decl. ¶ 35.)

16 However, significant risks attended to this claim both on the merits and with respect to
17 class certification, including Humana's argument that it always reimbursed employees for their
18 reasonably incurred expenses, that it provided Class Members with all the necessary computer
19 equipment, software and tools to perform their work as DMS Agents, including access to a
20 phone on their computer, and that this claim would require a series of unmanageable mini-trials
21 to determine which DMS Agent, if any, was actually under-reimbursed for their reasonable
22 expenses and, if so, by how much. (Boyamian Decl., ¶ 36.)

23 As a result, Plaintiffs had to adjust and presented a conservative estimate of \$25 per
24 month per agent, the total unreimbursed business expenses for the class were therefore
25 calculated at \$78,650. When including the mandatory interest due on these unpaid
26 reimbursements, the total exposure increases by \$20,506, bringing the total claim for this
27 violation to **\$99,156**. (Boyamian Decl., ¶ 37.)

28 Derivative Claims

1 As a result of these core (alleged) wage and hour violations, Plaintiffs also asserted that
2 Defendants failed to comply with its final payment and wage statement obligations, in violation
3 of Cal. Labor Code §§ 203 and 226, respectively. Plaintiffs also seek civil penalties under the
4 Private Attorneys General Act (“PAGA”), based on the aforementioned claims. (Boyamian
5 Decl., ¶ 38.) These violations are largely derivative of the underlying violations discussed
6 herein, each of which Humana vigorously disputes.² Due to Defendant’s violations of § 226(a)
7 and the resulting class-wide injury under § 226(e), Plaintiffs seek to recover statutory penalties
8 on behalf of the 93 putative wage statement class members in the amount of \$321,250.
9 (Boyamian Decl. ¶ 39.) For 77 terminated employees, the penalty for failing to pay all wages at
10 the time of separation is estimated at \$465,367. (Boyamian Decl. ¶ 39.)

11 Humana asserts it has strong defenses to the waiting time claim because there exist
12 good-faith disputes as to Plaintiffs’ underlying claims, precluding imposition of penalties. See 8
13 Cal. Code Regs. § 13520 (a “good faith dispute that any wages are due will preclude imposition
14 of waiting time penalties”). Humana further contends that Plaintiffs’ meal and rest period
15 claims cannot support a waiting time penalty claim after *Kirby v. Immoos Fire Protection, Inc.*,
16 53 Cal.4th 1244 (2012), which held meal period claims are not actions for “nonpayment of
17 wages,” a view adopted in *Ling v. P.F. Chang’s China Bistro, Inc.*, 245 Cal.App.4th 1242, 1261
18 (2016) (“[f]ollowing Kirby, section 226.7 cannot support a section 203 penalty...” (Boyamian
19 Decl., ¶ 40.)

20 With respect to wage statement penalties, Humana argues that, as with waiting time
21 penalties, meal and rest period claims cannot support a claim for wage statement penalties after
22 *Kirby*. See, e.g., *Jones v. Spherion Staffing*, 2012 WL 3264081, *8-9 (C.D. Cal. 2012). Humana
23 further argues that its alleged wage statement violations could not be shown to be “knowing and
24 intentional,” and that Plaintiffs cannot show that they or any other DMS Agent “suffer[ed]
25 injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e)
26

27 ² Humana asserted a similar argument with respect to Plaintiffs’ unfair competition claim. See,
28 e.g., *Lazar v. Hertz Corp.*, 69 Cal.App.4th 1494, 1505-06 (1999) (underlying misconduct must be
unlawful in order to state a valid claim for relief under the UCL).

1 for imposition of penalties. (Boyamian Decl., ¶ 41.)

2 Thus, Plaintiffs discounted Humana’s maximum exposure for waiting time penalties by
3 20% for risk of non-certification and by an additional 30% for risk of being unsuccessful on the
4 merits, to arrive at an estimated total of \$260,605.52. *Id.* Similarly, for the wage statement
5 penalties, Plaintiffs reduced the calculated exposure by 20% for risk of non-certification, and by
6 an additional 25% for risk of being unsuccessful on the merits, to arrive at an estimated total of
7 \$192,750. (Boyamian Decl., ¶ 42.)

8 Finally, Plaintiffs’ PAGA claims are subject to the same risks on the merits as Plaintiffs’
9 non-PAGA claims. There were 4,334 total pay periods at the time of mediation. Plaintiffs
10 therefore estimated a total maximum PAGA exposure of \$433,400 (calculated from 4,334
11 “initial violations” at \$100 each). With *stacking* (assessing multiple penalties for the same pay
12 period for the same alleged violations of different Labor Code provisions and derivative
13 violations), Plaintiff’s expert tabulated a PAGA penalty exposure of \$3,226,565 based on seven
14 (7) PAGA penalties.³ However, Labor Code § 2699, subdivision (e)(2) provides that “[i]n any
15 action by an aggrieved employee seeking recovery of a civil penalty available under subdivision
16 (a) or (f), a court may award a lesser amount than the maximum penalty amount specified by
17 this part if, based on the facts and circumstances of the particular case, to do otherwise would
18 result in an award that is unjust, arbitrary, oppressive, or confiscatory.” (*Id.*) (Boyamian Decl., ¶
19 43.) In *Thurman v. Bayshore Transit Management, Inc.* (“*Thurman*”) (2012) 203 Cal. App. 4th
20 1112, the court determined that an award of the maximum penalty allowed may be unjust in
21 circumstances outside of when a defendant cannot afford to pay the maximum amount.
22 *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal. App. 4th 1112, 1135-1136.
23 The *Thurman* court found that penalties may be reduced when a defendant has taken its
24

25 ³ Although two federal district court decisions held that “stacking” PAGA penalties in this fashion
26 may be appropriate to determine the amount in controversy for purposes of removal jurisdiction,
27 Plaintiff’s counsel is not aware of any California state courts awarding Plaintiff multiple PAGA
28 penalties for the same violation for the same pay period under different Labor Code provisions.
This may be because the PAGA does not provide for what many employers characterize as claim
splitting and not merely stacking. (Boyamian Decl., ¶ 43.)

1 obligations to comply with the law seriously. (Boyamian Decl., ¶ 44.) Defendant maintains that
2 if the case were to continue in litigation, they would be able to show that they have never been
3 subjected to this type of lawsuit before, and that in response to the lawsuit, they took their
4 obligations to comply with the law seriously. Humana further contends that stacking is
5 improper. As such, if Plaintiffs were able to prevail on the merits of their PAGA claims, it is
6 likely that the Court would reduce the maximum penalty allowed. (*Id.*)

7 In addition, as the PAGA violations asserted by Plaintiffs are predicated on the same
8 unlawful conduct that Plaintiffs based their other claims, Plaintiffs' PAGA claims is subject to
9 the same risks on the merits as Plaintiffs' class claims. If Plaintiffs are ultimately unable to
10 prevail on any one of their class claims, their recovery under the PAGA as to that violation
11 would also fail. The likelihood of the Court reducing the PAGA damages awarded to Plaintiffs
12 and the aggrieved employees – assuming liability is proven as to each of Plaintiffs' claims – is
13 also higher in this case where these same individuals will also be receiving money for the same
14 unlawful conduct under the class claims. *See Avila v. Cold Spring Granite Co.* (E.D. Cal. Jan.
15 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17 (“Because
16 the PAGA penalties sought are at least partially duplicative of penalties granted by the
17 underlying Labor Code violations, see, e.g., Cal. Lab. Code §§ 203, 226, 558(a), 1194.2, and
18 because a Court has discretion in whether and in what amount to award PAGA penalties, *see*
19 Cal. Lab. Code § 2699(e)(2), Plaintiffs recognize that the potential PAGA penalties are highly
20 uncertain.”). (Boyamian Decl., ¶ 45.)

21 Accordingly, Plaintiffs had to apply discounts to the maximal figure primarily taking
22 into account this Court's ability to reduce penalties to arrive at a much lower number. (*See*
23 Boyamian Decl., ¶ 46.); *see also Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504
24 (reducing the maximum PAGA penalty amount requested by plaintiffs of \$70 million by 90%,
25 at \$5 per pay period, resulting in \$150,000.) (Boyamian Decl., ¶ 46.) In *Carrington*, the
26 California Court of Appeal upheld San Diego Superior Court Judge Katherine Bacal's heavily
27 discounted award of only \$5 per pay period. In that case, during the penalty phase of trial in
28 Carrington, the plaintiff requested PAGA penalties in the amount of approximately \$70 million.

1 Carrington, Cal.App.5th at 528. The trial court instead awarded only \$150,000 of the maximum
2 (the equivalent of \$5 per pay period) and stated that this reduction was warranted because
3 imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on
4 Starbucks’ “good faith attempts” to comply with meal period obligations and because the court
5 found the violations were minimal. *Id.* at 517. The Court of Appeal affirmed the lower court’s
6 reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. If the amount of \$5 per pay
7 period from *Carrington v. Starbucks* were used, the potential recovery of civil penalties would
8 only be \$21,670 (\$5 x 4,334 pay periods), which is in line with what this settlement provides
9 for the PAGA claim. (Boyamian Decl., ¶ 47.) Accordingly, Plaintiffs discounted that maximal
10 figure by 30% for a risk of losing on the merits and by an additional 40% for the risk of this
11 Court reducing penalties, to arrive at an estimated total of \$182,028. *Id.*

12 3. The Settlement Falls Within the Range of Possible Approval

13 The proposed settlement of \$620,280 represents 10% of the “maximum theoretical
14 exposure,” or - if using the estimated risk-adjusted figures for the core claims described above –
15 31% of the estimated recovery that the Settlement Class could reasonably expect in light of the
16 significant litigation risks, and will provide tangible, monetary compensation (more than \$2,500
17 per Settlement Class member, on average) for hotly disputed wage claims. Plaintiffs submit the
18 settlement is within the range of possible approval, such that notice should be provided to the
19 Settlement Class so that they can consider the settlement. If Plaintiffs were to suspend reality
20 and forge ahead with their class claims, there could be a realistic likelihood that various factors
21 or defenses pose a real risk to recovery, and could deprive Settlement Class Members of any
22 recovery whatsoever. (Boyamian Decl., ¶ 48.)

23 It is also worth noting that there remained a real risk of Plaintiffs not being able to
24 maintain class action status. Plaintiffs had not yet filed their motion for class certification, and
25 as such, the extent to which Plaintiffs’ proposed class or classes were certifiable is somewhat
26 speculative. Absent settlement, there was a risk that there would not be a certified class at the
27 time of trial, or if there were, it would consist of a significantly smaller group of employees
28 than the proposed Settlement Class, and the expected recovery would be significantly reduced.

1 (Boyamian Decl., ¶ 49.)

2 This is especially true given the relatively small size of the class and that Humana could
3 have potentially entered into individual settlement agreements with putative class members by
4 way of *Pick Up Stix*-style settlement agreements,⁴ for a fraction of what Settlement Class
5 members will recover through this settlement. Thus, this factor supports preliminary approval.
6 (Boyamian Decl., ¶ 50.) As such, the Settlement avoids that risk and falls well within the range
7 of reasonableness and that the Parties' Settlement Agreement is fair, free from collusion, and
8 provides substantial benefits to the Settlement Class. (*Id.*)

9 In any event, the only question at preliminary approval is whether the settlement is
10 within the range of possible approval. *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078,
11 1079 (N.D. Cal. 2007). "The fact that a proposed settlement may only amount to a fraction of
12 the potential recovery does not, in and of itself, mean that the proposed settlement is grossly
13 inadequate and should be disapproved." *City of Detroit v. Grinnell Corporation* (2d Cir. 1974)
14 495 F. 2d 448, 455, *see also Linney v. Ceullar Alaska Partnership* (9th Cir. 1998) 151 F.3d
15 1234,1242 ("[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and
16 expensive litigation that induce consensual settlements. The proposed settlement is not to be
17 judged against a hypothetical or speculative measure of what might have been achieved by the
18 negotiators."). (Boyamian Decl., ¶ 51.)

19 **3. Plaintiffs and their Counsel Will Fairly and Adequately Represent the**
20 **Class.**

21 The question of adequacy of representation "depends on whether the plaintiff's attorney is
22 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
23 interests of the class. *McGhee v. Bank of Am.* (1976) 60 Cal. App. 3d 442, 450.

24 These considerations are satisfied here. As set forth in more detail in the attorney's
25

26 ⁴ In *Chindarah v. Pick Up Stix, Inc.*, 171 Cal.App.4th 796 (2009), the Court of Appeal held an
27 employer may enter into pre-certification settlement agreements with individual putative class
28 members in which the putative class members release claims for past unpaid wages in exchange for
consideration. The Court further held that such settlements could preclude those individual
employees from recovery in class action litigation against the employer for the same wage claims.

1 declaration submitted in support of this Motion, Plaintiffs' Counsel are accomplished lawyers who
2 are qualified and experienced in wage and hour class action litigation. (Boyamian Decl., ¶¶ 2-7.)
3 (Frydman Decl., ¶¶ 15-17.) Plaintiffs and their counsel understand their obligations to the putative
4 Class Members and will vigorously, adequately, and fairly represent the interests of the Class, and
5 there is no antagonism between the interests of the Plaintiffs and those of the Class.

6 The named Plaintiffs have an interest in proving liability against Defendant for each of the
7 claims alleged in the Operative Complaint, and this interest is identical to the interest of each
8 absent Class Member. Although both Plaintiffs possess individual, unfiled claims for wrongful
9 termination, the existence of these claims does not create a conflict or negatively impact their
10 adequacy. Courts have established that individual settlement amounts paid to named class
11 representatives for unique harms suffered do not undermine adequacy. *Roberts v. Electrolux Home*
12 *Products, Inc.*, 2014 WL 4568632 *9 (C.D. Cal. 2014); *Campbell v. Best Buy Stores, L.P.*, 2015
13 WL 12744268 * 5 (C.D. Cal. 2015).

14 Differing interests are not precluded; only adverse interests will potentially render a named
15 plaintiff inadequate. *Dukes v. Wal-Mart Stores, Inc.*, 222 F.R.D. 137, 168 (N.D. Cal. 2004). No
16 adverse interests exist here, as Plaintiffs' wrongful termination claims are wholly unique to them
17 and have not been leveraged against the Class claims in any way. (Boyamian Decl., ¶ 55.) These
18 unique claims are being separately negotiated and resolved through individual settlement
19 agreements and releases, independent of the Class claims. Therefore, Plaintiffs remain fully
20 adequate to represent the Settlement Class. (*Id.*)

21 **IX. CERTIFICATION OF THE CLASS IS APPROPRIATE.**

22 For settlement purposes, the requisites for establishing class certification are met, and the
23 Parties have stipulated to conditional certification of the Class for settlement purposes only.
24 (Boyamian Decl., Ex. 1, ¶ 12.1.) California Code of Civil Procedure Section 382 "authorizes
25 class actions when the question is one of a common or general interest, of many persons, or when
26 the parties are numerous, and it is impracticable to bring them all before the court." *Sav-On Drug*
27 *Stores, Inc. v. Superior Court* (2004) 34 Cal. 4th 319, 326. California courts certify class actions
28 where the plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of

1 interest among class members.”

2 The proposed Settlement Class is ascertainable and numerous as to make it impracticable
3 to join all Class Members, and there are common questions of law and fact that predominate over
4 any questions affecting any individual member in the Settlement Class. Furthermore, Plaintiffs’
5 claims are typical of the claims of the Settlement Class Members, and Plaintiffs and Plaintiffs’
6 Counsel will fairly and adequately protect the interests of the proposed Settlement Class. Also,
7 the prosecution of separate actions by individual members of the proposed Settlement Class
8 would create the risk of inconsistent or varying adjudications. Therefore, a class action is superior
9 to other available means for the fair and efficient adjudication of the case. The proposed
10 Settlement Class is amenable to class certification as discussed herein.

11 **1. The Proposed Hourly Settlement Class Is Ascertainable and**
12 **Sufficiently Numerous.**

13 “Ascertainability is required in order to give notice to putative as to whom the judgment in
14 the action will be *res judicata*.” *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th
15 908, 914. “A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a
16 set of common characteristics sufficient to allow a member of that group to identify himself or
17 herself as having a right to recover based on the description.” *Bartold v. Glendale Fed. Bank*
18 (2000) 81 Cal.App.4th 816, 828. The proposed class must also be sufficiently numerous. *Linder*
19 *v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435. The numerosity requirement is satisfied because
20 the Class is of such a size that is “it is impracticable to bring them all before the court.” Cal.
21 Code Civ. Proc. § 382. No set number is required by law, but courts generally presume the
22 numerosity requirement is satisfied when the class exceeds forty members. *See, e.g., Rose v. City*
23 *of Hayward* (1981) 126 Cal. App. 3d 926, 934 (finding numerosity requirement satisfied with
24 class of 42).

25 Based on data provided by and representations made by Defendant, the Parties believe that
26 the Settlement Class includes approximately 134 employees. (Boyamian Decl., ¶ 58.) This meets
27 the forty-member presumptive threshold and sufficiently numerous. *See Ghazaryan v. Diva*
28 *Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531 n.5 (finding a proposed class of “as many as

1 190 current and former employees” sufficiently numerous). Further, all Class Members can and
2 will be identified by Defendant to the Settlement Administrator through a review of Defendant’s
3 records regarding its hourly paid or non-exempt employees who worked for Defendant during the
4 relevant Class Period. (Boyamian Decl., Ex. 1, ¶¶ 1.8, 7.4.1.)

5 **2. Settlement Class Members Share a Well-Defined Community of**
6 **Interests.**

7 The community of interest requirement “embodies three factors: (1) predominant
8 common questions of law or fact; (2) class representatives with claims or defenses typical of the
9 class; and (3) class representatives who can adequately represent the class.” *Sav-On, supra*, 34
10 Cal.4th at 326. “[T]he community of interest requirement for certification *does not mandate that*
11 *class members have uniform or identical claims.*” *Capitol People First v. Dep’t of Developmental*
12 *Services*. (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the
13 defendant’s internal policies and “pattern and practice . . . in order to assess whether that
14 common behavior toward similarly situated plaintiffs renders class certification appropriate.” *Id.*
15 (citing *Sav-On, supra*, 34 Cal.4th at p. 333). The “common issues” requirement “involves
16 analysis of whether the proponent’s ‘*theory of recovery*’ is likely to prove compatible with class
17 treatment.” *Capitol People, supra*, 155 Cal.App.4th at p. 690 (emphasis added) (citing *Sav-On,*
18 *supra*, 34 Cal.4th at p. 327). Furthermore, the commonality inquiry centers on the
19 “reasonableness” of the defendant’s labor policies as applied to the potential class. *Ghazaryan,*
20 *supra*, 169 Cal.App.4th at p. 1534.

21 Here, common issues of fact and law predominate as to each of the claims asserted in this
22 lawsuit. Based on the documents and information obtained through discovery and informal
23 exchange of information in this Action, Plaintiffs contend that all Settlement Class Members
24 employed by Defendant were subject to the same or similar employment practices, policies, and
25 procedures that resulted in the violations alleged.

26 Plaintiffs’ claims arise from Defendant’s alleged uniform policy and systematic scheme
27 of, *inter alia*, failing to properly pay hourly-paid or non-exempt employees for all hours worked,
28 failing to credit Settlement Class Members with the appropriate overtime pay, instituting an

1 illegal rounding policy, failing to provide compliant meal and rest breaks or to pay associated
2 premium pay, and derivative penalties. As a result, Plaintiffs contend that all of the proposed
3 Class Members, including Plaintiffs, were uniformly not paid properly for all of the hours they
4 worked for Defendant during the Class Period.

5 Plaintiffs contend that all Settlement Class Members performed similar, non-exempt
6 duties, and Defendant's recordkeeping practices with respect to them were substantially the same
7 during the Class Period. As such, Plaintiffs maintain that the outcome of this litigation would be
8 determined by Defendant's alleged uniform operations policies, practices and procedures that
9 applied across its non-exempt employees in California during the Class Period.

10 Accordingly, the Court should certify the Class for settlement purposes.

11 **X. CONCLUSION.**

12 For all the foregoing reasons, Plaintiffs respectfully request that the Court enter an order:
13 (1) preliminarily approving the terms of the Settlement; (2) provisionally certifying the proposed
14 Class for settlement purposes; (3) appointing Plaintiffs' Counsel as Class Counsel; (4) approving
15 the form and method of providing notice to the proposed Settlement Class; and (5) scheduling a
16 Final Approval/Fairness Hearing.

17 DATED: July 30, 2026

Respectfully submitted,

18 **BOYAMIAN LAW, INC.**
19 **LAVI & EBRAHIMIAN, LLP**

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21 By: _____
22 Michael H. Boyamian
23 Attorneys for Plaintiffs Kimberly Cordero
24 and Chandra Alexander, individually, and on
25 behalf of all others similarly situated
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 550 North Brand Boulevard, 15th Floor, Glendale, California 91203. On July 30, 2026, I served, in the manner indicated below, the foregoing document described as:

1. **NOTICE OF MOTION AND MOTION FOR ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**
2. **[PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, SETTING OF A FINAL APPROVAL HEARING AND APPROVAL OF NOTICE TO THE CLASS**
3. **DECLARATION OF MICHAEL H. BOYAMIAN IN SUPPORT OF PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
4. **DECLARATION OF CHANDRA ALEXANDER IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
5. **DECLARATION OF DANIEL U. FRYDMAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
6. **DECLARATION OF PLAINTIFF KIMBERLY CORDERO IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL**

on the interested parties in this action as follows:

Tanja L. Darrow, Bar No. 175502 tdarrow@littler.com Nicole Vongchanglor, Bar No. 278523 nvongchanglor@littler.com Sam Richman, Bar No. 316443 sarichman@littler.com LITTLER MENDELSON P.C. 633 West 5th Street 63rd Floor Los Angeles, California 90071 Telephone: 213.443.4300 Fax No.: 800.715.1330 Attorneys for HUMANA INC., a Delaware corporation; HUMANA AT HOME, INC., a Delaware corporation; HUMANA AT HOME1, INC., a Florida corporation; HUMANA MARKETPOINT, INC., a Kentucky Corporation; and DOES 1 through 50, inclusive,	Brooke S. Hammond, Bar No. 264305 bhammond@littler.com Jamar D. Davis, Bar No. 340949 jddavis@littler.com LITTLER MENDELSON P.C. 2049 Century Park East 5th Floor Los Angeles, California 90067.3107 Telephone: 310.553.0308 Fax No.: 800.715.1330 Attorneys for HUMANA INC., a Delaware corporation; HUMANA AT HOME, INC., a Delaware corporation; HUMANA AT HOME1, INC., a Florida corporation; HUMANA MARKETPOINT, INC., a Kentucky Corporation; and DOES 1 through 50, inclusive,
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1 _____ BY REGULAR MAIL: I caused such envelopes to be deposited in the United States mail
2 at Glendale, California, with postage thereon fully prepaid. I am readily familiar with the
3 firms's practice of collection and processing correspondence for mailing. It is deposited
with the United States Postal Service each day and that practice was followed in the
ordinary course of business for the service herein attested to (C.C.P. §1013(c)(d)).

4 X BY ELECTRONIC SERVICE: by transmitting the document(s) listed above,
electronically, via the e-mail addresses set forth above.

5 X STATE: I declare under penalty of perjury under the laws of the State of California that
6 the foregoing is true and correct.

7 _____ FEDERAL: I declare that I am employed in the office of a member of the bar of this court
8 whose direction the service was made.

9 Executed on July 30, 2026 at Glendale, California.

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12 Kimberly Castaneda
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