

D.LAW, INC.
Roman Shkodnik (SBN 285152)
Emma Geesaman (SBN 352715)
Enoch J. Kim (SBN 261146)
Arianna N. Razi (SBN 356930)
250 N. Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
Emails: r.shkodnik@d.law, e.geesaman@d.law, e.kim@d.law, a.razi@d.law

Attorneys for Plaintiff FRED NAZAR, on behalf
of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

FRED NAZAR, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

SCHINDLER ELEVATOR CORPORATION,
a Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 37-2024-00022945-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:
Hon. Michael D. Washington
Dept.: C-73

**NOTICE OF MOTION AND PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT; MEMORANDUM OF POINTS
AND AUTHORITIES**

Date: September 18, 2026
Time: 9:00 a.m.
Dept.: C-73

Original Complaint Filed: May 17, 2024
FAC Filed: January 7, 2026
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on September 18, 2026, at 9:00 a.m. in Department C-73 of the
2 above-entitled Court, located at 330 W. Broadway, San Diego, California 92101, Plaintiff Fred Nazar
3 (“Plaintiff”), on behalf of himself and all persons similarly situated, will and hereby does move this
4 Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court, Rule 3.769
5 for an order of final approval of the class action settlement, which will accomplish the following: certify
6 the Class for settlement purposes only; approve the class action settlement embodied in the parties’
7 Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”); confirm
8 Plaintiff as the Class Representative; confirm the appointment of Class Counsel; approve the Class
9 Representative Service Payment to the Class Representative; approve Class Counsel’s application for
10 attorney’s fees and litigation costs; and enter judgment approving the class action settlement.

11 Pursuant to Labor Code § 2699.3(b)(4), the parties also seek approval of the proposed
12 Settlement’s allocation of funds to claims made under the Private Attorneys General Act of 2004
13 (“PAGA”).

14 The grounds for this Motion, as set forth in the attached memorandum of points and authorities
15 and supporting declarations, are that this is a fair and reasonable Settlement that benefits the Class and
16 was the product of informed, non-collusive negotiations by Parties who were represented by
17 experienced and able counsel. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); Manual
18 for Complex Litigation, (Second), § 30.44 (1985).

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 Plaintiff bases this Motion on this Notice and the accompanying Memorandum of Points and
2 Authorities, the Declarations of Enoch J. Kim, Fred Nazar, and Tarus Dancy from Apex Class Action,
3 LLC, the complete pleadings, records and files in the case, and such other further oral and documentary
4 evidence which may be submitted at or before the hearing on this Motion.
5

6 DATED: August 24, 2026

D.LAW, INC.

7
8 By: 
9 Enoch J. Kim
10 Arianna N. Razi
11 Attorneys for Plaintiff FRED NAZAR on behalf of
12 himself and others similarly situated
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

I.	INTRODUCTION	1
	A. PROCEDURAL HISTORY	2
1.	Plaintiff's Claims	2
2.	Plaintiff's Investigation.....	3
	B. MEDIATION.....	4
	C. THE TERMS OF THE SETTLEMENT.....	4
	D. NOTICE TO THE CLASS MEMBERS.....	4
II.	THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.....	5
	A. CRITERIA FOR SETTLEMENT APPROVAL	5
	B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL CRITERIA....	7
1.	The Settlement Follows Substantial Investigation and Discovery and Is the Product of Serious, Informed, Non-Collusive Negotiations in Which Parties Were Represented By Experienced Counsel.	7
2.	The Settlement is Reasonable and Therefore Falls within the Range of Approval by this Court.	7
3.	Class Members Received The Best Practicable Notice.	8
4.	Zero Class Members Have Objected to the Settlement and Zero Class Members Have Opted Out of the Settlement.	9
5.	The Service Payment to Plaintiff Is Reasonable and Fair.....	9
6.	The Payment of Attorneys' Fees Is Reasonable and Therefore Falls within the Range of Approval by the Court.	11
	(i) The Requested Award of Attorneys' Fees Is Justified Based on the Percentage-of-the-Benefit Method.	11
	(ii) The Requested Award of Attorneys' Fees Is Also Justified Based on the Lodestar Method.	12

1	(iii) The Requested Costs Award Is Reasonable.....	14
2	III. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS	
3	APPROPRIATE.....	15
4	A. THE LEGAL STANDARD	15
5	B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT CLASS ARE	
6	SATISFIED.	16
7	1. The Class Is Ascertainable.....	16
8	2. The Numerosity Requirement Is Satisfied.....	16
9	3. Common Issues of Law and Fact Predominate over Any Individual Issues.	16
10	4. Plaintiff's Claims Are Typical.	17
11	5. Plaintiff and Class Counsel Adequately Represent the Class.	17
12	6. Class Treatment Is Superior to the Alternatives	18
13	IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE PAGA ACTION	
14	SETTLEMENT.....	19
15	V. CONCLUSION.....	20
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

TABLE OF AUTHORITIES

Cases

<i>Amchem Prods. v. Windsor</i> (1997) 521 U.S. 591	17
<i>Sav-on Drug Stores, Inc. v. Superior Court</i> (2004) 34 Cal.4th 319	15
<i>B.W.I. Custom Kitchens v. Owens-Illinois, Inc.</i> (1987) 191 Cal.App.3d 1341	16
<i>Abate v. Pittsburgh Plate Glass Co.</i> (1974) 419 U.S. 900.....	8
<i>Barile v. Boston Market Corporation, Case No.: 05 CV 1360 BTM (JMA</i>	11
<i>Bihun v. AT&T Information System</i> (1993) 13 Cal.App.4th 976.....	12
<i>Bogosian v. Gulf Oil Corp.</i> (E.D. Pa. 1985) 621 F. Supp. 27.....	8
<i>Bryan v. Pittsburgh Plate Glass Co. (PPG Industries, Inc.)</i> (W.D. Pa. 1973) 59 F.R.D. 61	8
<i>Bushnell v. Cremar, Inc. (OCSC Case No. 657778)</i>	11
<i>Cartt v. Superior Court</i> , 50 Cal. App. 3d 960, 973-74 (1975).....	7
<i>Cho v. Seagate Tech. Holdings, Inc.</i> , 177 Cal.App.4th 734	7
<i>Class Plaintiffs v. City Of Seattle</i> (9th Cir. 1992) 955 F.2d 1268.....	5
<i>Classen v. Weller</i> (1983) 145 Cal.App.3d 27	16
<i>Clothesrigger, Inc. v. GTE Corp.</i> (1987) 191 Cal. App.3d 605.....	16
<i>Crandall v. U-Haul Corporation</i> (2001) Los Angeles Super. Ct. Case No. BC 178775	11
<i>Daar v. Yellow Cab Co.</i> (1967) 67 Cal. 2d 695	14
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	1, 5, 6
<i>Eisen v. Carlisle & Jacquelin</i> , 417 U.S. 156	8
<i>Eleven Owners for Franchising v. Southland Corp.</i> (2000) 85 Cal. App.4th 224.....	8
<i>Gen'l Tel. Co. of Southwest v. Falcon</i> (1982) 457 U.S. 147	15
<i>Green v. Obledo</i> , 29 Cal. 3d 126, 145-46 (1981)	7
<i>Haitz v. Meyer, et.al., Alameda County Superior Court</i> , 8-20-1990 No. 572968-3	11
<i>Hanlon v. Chrysler Inc.</i> (9th Cir. 1998) 150 F. 3d 1011.....	5, 8, 17, 18
<i>Hicks v. Kaufman & Broad Home Corp.</i> (2001) 89 Cal.App.4th 908.....	15
<i>In re Cellphone Fee Termination Cases</i> , 186 Cal.App.4th 1380.....	7

1	<i>In re Vitamin Cases</i> , 107 Cal. App. 4th 820 (2003)	8
2	<i>Kirkorian v. Borelli</i> , (N.D. Cal.1988)695 F. Supp. 446	5
3	<i>Laffitte v. Robert Half Intern. Inc.</i> (Aug. 11, 2016) 205 Cal.Rptr.3d 555, 573	10, 12
4	<i>Linder v. Thrifty Oil Co.</i> (2000) 23 Cal.4th 429	4, 14, 17
5	<i>McGhee v. Crocker-Citizens Nat. Bank</i> (1976) 60 Cal.App.3d 442.....	16
6	<i>Miller v. Woods</i> (1983) 148 Cal.App.3d 862.....	17
7	<i>Mullane v. Central Hanover Bank & Trust Company</i> , 339 U.S. 306 (1950)	8
8	<i>Phillips Petroleum Co. v. Shutts</i> , 472 U.S. 797, 811-12 (1985)	8
9	<i>Richmond v. Dart Industries, Inc.</i> (1981) 29 Cal.3d 462.....	14
10	<i>Rippee v. Boston Market Corporation, Case No.: 05 CV 1359 BTM (JMA)</i>	11
11	<i>Rose v. City of Hayward</i> (1981) 126 Cal.App.3d 926	15
12	<i>Serrano v. Priest</i> (1975) 20 Cal.3d 25	12, 13
13	<i>St. Marie v. Eastern RR Ass’n</i> (S.D.N.Y. 1976) 72 F.R.D. 443	17
14	<i>State v. Levi Strauss & Co.</i> (1986) 41 Cal. 3d 460	5
15	<i>Staton v. Boeing</i> (9th Cir. 2003)327 F.3d 938	8, 9
16	<i>Stephens v. Montgomery Ward & Co., Inc.</i> (1987) 193 Cal. App. 3d 411	16
17	<i>Van Vranken v. Atlantic Richfield Co.</i> (N.D. Cal. 1995) 901	8
18	<i>Vasquez v. Superior Court</i> , 4 Cal. 3d 800.....	7
19	<i>Vulcan So. Of Westchester County, Inc. v. Fire Department of White Plains</i> (S.D.N.Y. 1981) 505	
20	F.Supp. 955	6
21	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal. App 4th 224.....	5
22	Other Authorities	
23	<i>Newberg on Class Actions</i> (4th ed. 2002) § 11.41.....	5
24	<i>Newberg on Class Actions</i> § 3.5	15
25	<i>Newberg on Class Actions</i> at § 12.46	8
26		
27		
28		

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On April 27, 2026, this Court entered an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement ("Preliminary Approval Order") of the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into by plaintiff Fred Nazar ("Plaintiff") on behalf of all current and former hourly non-exempt employees who worked for Defendant Schindler Elevator Corporation ("Defendant") (collectively, "the Parties") in California during the Class Period, which is the period from May 17, 2020 to September 9, 2025 ("Class Members" or "Class"). Under the Settlement, the wage and hour claims of 748 Class Members who did not opt out ("Participating Class Members") will be resolved for \$1,450,000.00.

Notice of the Settlement was distributed in accordance with the Court's Preliminary Approval Order, and the response was excellent. **Zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **zero opted out** of the Settlement. (Declaration of Enoch J. Kim ("Kim Decl."), ¶ 15; Declaration of Tarus Dancy ("Dancy Decl."), ¶¶ 11-13.) The fact that there was a 100% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate. (Kim Decl., ¶ 16.) The average Individual Class Payment is estimated to be approximately **\$1,045.39 per Participating Class Member**, the highest payment is estimated to be approximately **\$1,968.47**, and the lowest payment is estimated to be approximately **\$0.99**. (Dancy Decl., ¶ 17.) In the opinion and experience of Class Counsel, the Settlement is fair, adequate, and reasonable and will convey a substantial benefit to all Class Members. (Kim Decl., ¶ 16.)

The proposed Settlement satisfies the criteria for final settlement approval under California law. Consequently, Plaintiff moves this Court for an order: (1) certifying this lawsuit as a class action for settlement purposes only; (2) approving the class action Settlement embodied in the Parties' Settlement Agreement;¹ (3) confirming Plaintiff as the Class Representative; (4) confirming the appointment of

¹ To the extent any capitalized term is not defined in this motion, Plaintiff intends for the definition in the Parties' Settlement Agreement to be used. To the extent there are any conflicts between the definitions in the parties' Settlement Agreement and this motion, the definition in the Settlement Agreement controls.

D.Law, Inc. as Class Counsel; (5) approving Class Counsel’s application for attorneys’ fees of \$483,333.33 (“Class Counsel Fees Payment”) and reasonably incurred litigation costs of \$24,462.65 (“Class Counsel Litigation Expenses Payment”); (6) approving the service payment to Plaintiff in the amount of \$5,000.00 (“Class Representative Service Payment”); (7) approving the payment of the Administrator’s invoice for costs of administration in the amount of \$10,250.00 (“Administration Expenses Payment”); and (8) approving the PAGA Penalties consisting of \$145,000.00, with 75% or \$108,750.00 allocated to the California Labor and Workforce Development Agency (“LWDA”), and 25% or \$36,250.00 allocated to the Aggrieved Employees and distributed on a *pro rata* basis (“Individual PAGA Payment”). (Kim Decl., ¶ 11.)

A. PROCEDURAL HISTORY

1. Plaintiff’s Claims

On May 17, 2024, Plaintiff commenced a class action by filing a Complaint alleging causes of action against Defendant for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226; (6) Failure to Maintain Records Under Labor Code §§ 1174 and 1174.5; (7) Failure to Produce Requested Records Under Labor Code §§ 226 and 1198.5; (8) Violation of Labor Code § 203; and (9) Violation of Business & Professions Code § 17200 *et seq.* (the “Action”). (Kim Decl., ¶ 3.)

Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending his PAGA Notice on May 17, 2024 (LWDA-CM-1029116-24). (*Id.* at ¶ 4.)

On June 21, 2024, Defendant filed its Notice of Removal removing the Class Action to the United States District Court for the Southern District of California, case number 3:24-cv-01082-BJC-AHG. (*Id.* at ¶ 5.)

On July 23, 2024, Plaintiff filed a PAGA representative action against Defendant seeking civil penalties pursuant to PAGA for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code §§ 510 and 1198; (3) Meal Period Liability Under Labor Code §§ 226.7, 512(a); (4) Rest-Break Liability Under Labor Code §§ 226.7; (5) Violation of Labor Code §§ 226(a)

1 and 1174; (6) Violation of Labor Code § 204; (7) Violation of Labor Code §§ 201, 203; and (8) Failure
2 to Produce Requested Records Under Labor Code §§ 226 and 1198.5 (the “PAGA Action”). (Kim Decl.,
3 ¶ 6.) On August 23, 2024, Defendant filed its Notice of Removal removing the PAGA Action to the
4 United States District Court for the Southern District of California, case number 3:24-cv-01498-BJC-
5 AHG. (*Id.*) On October 24, 2025, the Parties filed a joint stipulation to remand the Class Action to the
6 San Diego County Superior Court, which was granted on November 14, 2025. (*Id.* at ¶ 7.)

7 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to
8 Defendant and the LWDA by sending his amended PAGA Notice on December 11, 2025 (LWDA-CM-
9 1029116-24). (*Id.* at ¶ 8.) Plaintiff subsequently filed his First Amended Complaint, which adds causes
10 of action for failure to provide paid sick pay, failure to reimburse necessary business expenditures, and
11 Penalties Pursuant to Labor Code § 2699, *et seq.* on January 7, 2026 (“Operative Complaint”). (*Id.*)

12 The Parties agreed to explore early resolution via mediation and engaged in informal discovery
13 prior to mediation. (Kim Decl., ¶ 9.) After exchanging and reviewing informal discovery and
14 participating in mediation, the Parties reached a settlement via a mediator’s proposal. (*Id.*) On April 27,
15 2026, this Court entered an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action
16 and PAGA Settlement Agreement (“Preliminary Approval Order”). (*Id.*)

17 2. Plaintiff’s Investigation²

18 Before filing the lawsuit, Class Counsel investigated and researched the facts and
19 circumstances underlying the pertinent issues and the law applicable thereto. This required thorough
20 discussions and interviews between Class Counsel and Plaintiff, as well as preliminary research into the
21 various legal issues involved in the case.

22 Class Counsel conducted a thorough investigation of the facts and claims giving rise to the
23 action, including (1) conducting informal discovery and meeting and conferring with defense counsel
24 about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3)
25 reviewing Plaintiff’s personnel file and other documentation; (4) interviewing Plaintiff regarding
26 potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing

27
28 ² For a full discussion, *see* the Declaration of Enoch J. Kim in Support of Plaintiff’s Motion for Preliminary Approval of
Class Action and PAGA Settlement Agreement (“Kim PA Decl.”), previously filed herein.

1 damage models based on interpretations of California law and the facts and numbers provided by
2 Defendant; and (7) reviewing information provided by Defendant in response to informal discovery and
3 in advance of mediation.

4 **B. MEDIATION**

5 On March 24, 2025, the Parties participated in an all-day mediation with mediator Tripper
6 Ortman, Esq., a respected and highly experienced mediator in wage and hour class actions. (Kim PA
7 Decl., ¶ 13.) During mediation, counsel for Plaintiff and Defendant discussed all aspects of the case,
8 including the risks of litigation and the risks to both of the Parties, as well as the law and how it applied
9 to the facts of this case. (*Id.*) Despite productive negotiations, the Parties were unable to reach a
10 resolution that day. (*Id.*) With the continued assistance of mediator Ortman, the Parties continued
11 negotiations and, on April 25, 2025, accepted a mediator's proposal. (*Id.*) The Parties continued to work
12 together negotiating the long-form settlement terms following mediation, as set forth in the Settlement
13 Agreement. (*Id.*) The Settlement is the product of extensive arm's-length negotiations between attorneys
14 with substantial experience litigating class actions and wage and hour cases. (Kim PA Decl., ¶¶ 79-84;
15 Kim Decl., ¶ 10.)

16 **C. THE TERMS OF THE SETTLEMENT**

17 The amount available for distribution to Class Members who do not opt out of the Settlement
18 is the Gross Settlement Amount of \$1,450,000.00 less the following deductions: (1) Class Counsel Fees
19 Payment of \$483,333.33 to Class Counsel for attorneys' fees; (2) Class Counsel Litigation Expenses
20 Payment of \$24,462.65 for reimbursement of actual costs incurred; (3) up to \$5,000.00 to the Class
21 Representative for a service payment ("Class Representative Service Payment"); (4) \$10,250.00 for the
22 settlement administration ("Administration Expenses Payment"); and (5) PAGA Penalties consisting of
23 \$145,000.00, with 75% or \$108,750.00 allocated to the LWDA, and 25% or \$36,250.00 allocated to the
24 Aggrieved Employees and distributed on a *pro rata* basis ("Individual PAGA Payment"). (Kim Decl.,
25 ¶ 11.)

26 **D. NOTICE TO THE CLASS MEMBERS**

27 Following the entry of the Preliminary Approval Order, the Parties directed Apex Class Action,
28 LLC ("Apex") to send out the Court Approved Notice of Class Action Settlement and Hearing Date for

1 Final Court Approval (“Class Notice”). (*See* Kim Decl., ¶ 13; *see also* Dancy Decl., ¶ 4.) The notice
2 process occurred according to the Court’s Preliminary Approval Order. Apex sent the Class Notices to
3 the last-known address of each individual listed in the Class Data. (Dancy Decl., ¶ 7.) Of the 748
4 individuals who were sent Class Notices, Apex received 37 returned Class Notices as undeliverable,
5 and 30 Class Notices were re-mailed, with only 7 Class Notices deemed undeliverable. (Dancy Decl.,
6 ¶¶ 8-10.) Here, the deadline for submitting a Request for Exclusion from Settlement, challenging the
7 number of Workweeks and/or PAGA Pay Periods, and objecting to the Settlement was July 27, 2026.
8 (Dancy Decl., ¶¶ 11-13; Kim Decl., ¶ 15.) As of the deadline, **zero Class Members objected** to the
9 Settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **zero opted out**
10 of the Settlement. (*Id.*)

11 **II. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION**

12 **SETTLEMENT**

13 Plaintiff respectfully submits that the Court should grant final approval not only because the
14 settlement is fair but also because public policy favors settlement over continued class-action litigation.
15 *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 (“Courts have long acknowledged the
16 importance of class actions as a means to prevent a failure of justice in our judicial system.”); *State v.*
17 *Levi Strauss & Co.* (1986) 41 Cal. 3d 460, 471 (“[T]he consumer class action is an essential tool for the
18 protection of consumers against exploitative business practices.”); *Class Plaintiffs v. City Of Seattle*
19 (9th Cir. 1992) 955 F.2d 1268, 1276 (“[S]trong judicial policy . . . favors settlements, particularly where
20 complex class action litigation is concerned.”); Conte & Newberg, *Newberg on Class Actions* (4th ed.
21 2002) § 11.41.

22 **A. CRITERIA FOR SETTLEMENT APPROVAL**

23 California Rule of Court 3.769 requires court approval of the settlement of class action
24 lawsuits. Preliminary approval is merely the first of three steps that comprise the approval procedure
25 for settlements of class actions. *See* Manual for Complex Litigation, Second §30.44 (1993); *Dunk v.*
26 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is the dissemination of
27 notice of the settlement to all Class Members. *Id.* The third step is a final settlement approval hearing,
28

1 at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement
2 may be presented and Class Members may be heard. *Id.*

3 The first two stages have been completed here. Now, at the final approval stage, the decision
4 facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple Computer,*
5 *Inc.* (2001) 91 Cal. App 4th 224, 235. Among the relevant considerations in reaching this final
6 determination are (1) the strength of plaintiff's case balanced against the benefits of the settlement, and
7 (2) the complexity, expected duration, and expense of further litigation. *Id.*; *see also Dunk v. Ford*
8 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

9 In evaluating the fairness of a settlement proposal, courts must give "proper deference to the
10 private consensual decision of the parties," because "the Court's intrusion upon what is otherwise a
11 private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent
12 necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching
13 by, or collusion between, the negotiating parties." *Hanlon v. Chrysler Inc.* (9th Cir. 1998) 150 F. 3d
14 1011, 1027; *Dunk*, 48 Cal.App.4th, at 1801 ("Due regard should be given to what is otherwise a private
15 consensual agreement between the parties.") Accordingly, the Court should take into account the
16 informed recommendations of counsel and the Parties. *See Kirkorian v. Borelli*, (N.D. Cal.1988) 695 F.
17 Supp. 446, 451 (the recommendation of experienced counsel carries significant weight in the court's
18 determination of the reasonableness of the settlement); *Vulcan So. Of Westchester County, Inc. v. Fire*
19 *Department of White Plains* (S.D.N.Y. 1981) 505 F.Supp.955, 967 (same). A presumption of fairness
20 exists where (1) the settlement is reached through arm's-length bargaining, (2) investigation and
21 discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in
22 similar litigation, and (4) the percentage of objectors is small. *Dunk, supra*, 48 Cal.App.4th at 1794.

23 Applying this final approval criterion evidence substantial grounds for granting this Motion.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL**
2 **CRITERIA**

- 3 1. The Settlement Follows Substantial Investigation and Discovery and Is the
4 Product of Serious, Informed, Non-Collusive Negotiations in Which Parties
5 Were Represented by Experienced Counsel.

6 The Settlement is the result of extensive negotiations, conducted at arm's length, and informed
7 by substantial factual and legal investigations. (Kim Decl., ¶ 10.) Throughout this case, Plaintiff and
8 Class Members have been represented by experienced counsel. (Kim PA Decl., ¶¶ 79-84.)

9 Class Counsel have devoted a substantial amount of time on this case, including but not limited
10 to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings;
11 conducting informal discovery; meeting and conferring with defense counsel; preparing for class
12 certification; reviewing and analyzing the documents produced by Defendant; regularly communicating
13 with Plaintiff; preparing for and attending mediation; negotiating and finalizing the Settlement
14 Agreement, including several revisions thereof; drafting documents for preliminary and final approval,
15 including documents for the administration of the Settlement; and coordinating and overseeing the
16 administration of the Settlement. (Kim Decl., ¶ 38.)

17 Among those matters considered during the course of settlement negotiations were the risks,
18 expenses, and length of further litigation, including the appeals process; the present state of the law as
19 it applies to wage and hour class actions; the present value of a settlement versus the long wait
20 occasioned by any potential judgment in favor of the Class; and the burdens of proof necessary to
21 establish liability against Defendant's defenses to the Action. These factors each indicated that the
22 interests of Class Members are best served by a settlement of this Action as set forth in the Settlement
23 Agreement. Moreover, as experienced litigators in employment class action cases, Class Counsel
24 believes that the Settlement is fair and reasonable and serves the best interests of the Class Members.
25 (Kim PA Decl., ¶¶ 79-84; Kim Decl., ¶ 16.)

- 26 2. The Settlement is Reasonable and Therefore Falls within the Range of
27 Approval by this Court.

28 Significant in evaluating the foregoing \$1,450,000.00 Settlement are the risks at trial (or an

1 appeal), as well as the costs of continuing the litigation. Defendant contends that the Class would not
2 be able to establish its entitlement to relief it is seeking and promised to mount a vigorous defense, both
3 as to class certification and the merits. (Kim PA Decl., ¶¶ 47-71). On the other hand, Plaintiff believes
4 that there is ample evidence to support the class allegations. (*Id.*) Under these circumstances, and in
5 light of the risks inherent in further litigation, it was reasonable for Plaintiff and Class Counsel to elect
6 to settle the action. Plaintiff appreciates that, in addition to the litigation risks of continued proceedings,
7 the proceeding itself would be potentially complicated and expensive, and even if ultimately successful
8 absent the settlement, Class Members might see no recovery until the lengthy appellate process is
9 complete. In contrast, the Settlement provides immediate benefits to the Class.

10 From the evaluation of the benefits offered to the Class by the Settlement, as well as the
11 expense, delay, and risk of going forward to trial, with subsequent appellate proceedings, the Settlement
12 fairly, adequately, and reasonably achieves the goals of Plaintiff and advances the interests of the Class.
13 In short, the settlement falls within the “the range of reasonableness” necessary for final approval. (Kim
14 PA Decl., ¶ 84.)

15 3. Class Members Received the Best Practicable Notice.

16 California law vests the Court with broad discretion in fashioning an appropriate program to
17 provide the best notice practicable.³ See *Cartt v. Superior Court*, 50 Cal. App. 3d 960, 973-74 (1975);
18 *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1392 (2010); *Cho v. Seagate Tech.*
19 *Holdings, Inc.*, 177 Cal.App.4th 734, 745-746 (2009); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797,
20 811-12 (1985).⁴ The content and method of notice should be designed to apprise the class members of
21 the terms of the proposed settlement and of their rights to participate in, object to, or opt out of the
22 settlement. See *Mullane*, 339 U.S. at 314; *In re Vitamin Cases*, 107 Cal. App. 4th 820, 828 (2003).

23
24 _____
25 ³ The California Supreme Court has authorized California’s trial courts to use Federal Rule 23 and cases applying it for
26 guidance in considering class issues. See *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971); *Green v. Obledo*, 29 Cal. 3d
27 126, 145-46 (1981). Where appropriate, therefore, the parties cite Federal Rule 23 and federal case law in addition to
28 California law.

⁴ See also *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 175-75 (1974) (individual notice must be sent to all class members
who can be identified through reasonable efforts); *Mullane v. Central Hanover Bank & Trust Company*, 339 U.S. 306, 314
(1950) (best practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise interested
parties of the pendency of the action and afford them an opportunity to present their objections”).

1 The Class Notice preliminarily approved by the Court met these requirements: it explained the
2 nature of the litigation; the material terms of the Settlement; the amount of the Class Counsel Fees
3 Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment
4 sought; how a Class Member could participate in, object to, or be excluded from the Settlement; and to
5 whom to direct inquiries.

6 4. Zero Class Members Have Objected to the Settlement and Zero Class
7 Members Have Opted Out of the Settlement.

8 A presumption of fairness exists where the percentage of objectors and opt-outs is small. 7-
9 *Eleven Owners for Franchising v. Southland Corp.* (2000) 85 Cal. App.4th 224, 244; *Hanlon v. Chrysler*
10 *Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. Here, the deadline for submitting a Request for
11 Exclusion from Settlement, challenging the number of Workweeks and/or PAGA Pay Periods, and
12 objecting to the Settlement was July 27, 2026. (Dancy Decl., ¶¶ 11-13; Kim Decl. ¶ 15.) As of the
13 deadline, **zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks
14 and/or PAGA Pay Periods, and **zero opted out** of the Settlement. (*Id.*)

15 5. The Service Payment to Plaintiff Is Reasonable and Fair.

16 Class action settlements typically provide for an incentive or enhancement payment to the
17 named plaintiff for bringing and helping to prosecute the action. Courts routinely approve these
18 supplemental payments. *See Newberg on Class Actions* at § 12.46; *Van Vranken v. Atlantic Richfield*
19 *Co.* (N.D. Cal. 1995) 901 F. Supp. 294; *Bogosian v. Gulf Oil Corp.* (E.D. Pa. 1985) 621 F. Supp. 27
20 (award of \$20,000.00 each to two class representatives in antitrust case); *Bryan v. Pittsburgh Plate*
21 *Glass Co. (PPG Industries, Inc.)* (W.D. Pa. 1973) 59 F.R.D. 616, 617, *aff'd* 494 F.2d 799 (3d Cir.), *cert.*
22 *denied* in *Abate v. Pittsburgh Plate Glass Co.* (1974) 419 U.S. 900. As the *Staton* court noted:

23 [N]amed plaintiffs . . . are eligible for reasonable incentive payments. The district
24 court must evaluate their awards individually, using relevant factors includ[ing] the
25 actions the plaintiff has taken to protect the interests of the class, the degree to
26 which the class has benefited from those actions, . . . the amount of time and effort
27 the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s] of
28 workplace retaliation.

Staton v. Boeing (9th Cir. 2003) 327 F.3d 938, 977 (citation omitted).

The retaliation issue identified in *Staton v. Boeing* extends outside the immediate workplace. It

1 is common knowledge that the modern-day workforce is quite mobile, with employees holding several
2 jobs in a career during their lifetime. Few people want to confront their employers, let alone sue them.
3 (Kim Decl., ¶ 50.) By suing his former employer, Plaintiff contends that he increased the risk of
4 retaliation by prospective employers to which he may apply in the future. (*Id.*)

5 But Plaintiff did not allow his fear of the potential repercussions of being a Class Representative
6 deter him from acting for the benefit of Class Members. (Kim Decl., ¶ 51.) He has devoted a substantial
7 amount of time to helping Class Counsel effectively develop and prosecute this Action at every stage
8 of the litigation. (*Id.*; *see also* Declaration of Fred Nazar filed in support of Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement Agreement on March 23, 2026 ("Nazar
10 PA Decl."), ¶¶ 9-10.) Plaintiff conferred with Class Counsel on numerous occasions to discuss every
11 aspect of this case; provided information about Defendant and their wage-and-hour practices; reviewed
12 documents; produced documents; monitored the progress of the litigation; took the time to apprise
13 himself of the facts, issues, and law regarding the claims at issue, and spent time with Class Counsel
14 discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. (Kim
15 Decl., ¶ 51.) In the end, Plaintiff decided to vindicate not only his own rights but also those of his co-
16 workers. (Kim Decl., ¶ 49.)

17 Plaintiff has diligently, adequately, and fairly represented Class Members and has not placed his
18 interests above any member of the putative Class. (Kim Decl., ¶ 52.) Class Counsel believes that
19 Plaintiff is entitled to a Class Representative Service Payment for the time and effort he has devoted to
20 this case. (*Id.*) For purposes of Settlement, Defendant has agreed not to oppose it. (*Id.*) Such payments
21 to class representatives are a common feature of settlements negotiated by Class Counsel, and trial
22 courts routinely approve them. (*Id.*)

23 Not only has Plaintiff's efforts been instrumental in generating a substantial benefit for Class
24 Members, but—significantly—not a single Class Member has objected to the requested service
25 payment. (Dancy Decl., ¶ 12.) Plaintiff therefore respectfully requests the Class Representative Service
26 Payment sought in the amount of \$5,000.00 for his efforts and initiative in bringing and helping
27 prosecute this Action. (Kim Decl., ¶ 54; Nazar PA Decl. ¶¶ 1-14.)

28 ///

6. The Payment of Attorneys' Fees Is Reasonable and Therefore Falls within the Range of Approval by the Court.

(i) The Requested Award of Attorneys' Fees Is Justified Based on the Percentage-of-the-Benefit Method.

The California Supreme Court recently held that “when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.” *Laffitte v. Robert Half Intern. Inc.* (Aug. 11, 2016) 205 Cal.Rptr.3d 555, 573. Indeed, courts may use the “percentage method for its primary calculation of the fee award. The choice of a fee calculation method is generally one within the discretion of the trial court, the goal under either the percentage or lodestar approach being the award of a reasonable fee to compensate counsel for their efforts.” *Id.*

The requested Class Counsel Fees Payment for attorneys' fees in this case consists of one-third of the Gross Settlement Amount (or \$483,333.33). This percentage is commensurate with both the Settlement and Plaintiff's contingency fee agreement.⁵ The requested attorneys' fees are fair and reasonable under California's fee-shifting jurisprudence.⁶ And it is consistent with the percentage of the common fund awarded to counsel in cases similar in character and geographical location to this one. (*See Kim Decl.*, ¶¶ 42-46.)

An award of attorneys' fees equivalent to one-third of the common fund is also below fees awarded in other wage and hour class action settlements. *See Crandall v. U-Haul* (Los Angeles County Sup.Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup.Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Sup. Court, 8-20-1990 No.

⁵ The award of attorneys' fees and costs in this case is intended to reimburse Class Counsel for all of the uncompensated work that they have already performed and for all of the work they will continue to perform in carrying out and overseeing the administration of the Settlement. Plaintiff in this action signed a contingency-fee agreement stating that Class Counsel could receive a fee under certain scenarios that exceed one-third of the recovery, as much as 40%. (*Kim Decl.*, ¶¶ 42-46.)

⁶ Moreover, the Labor Code specifically provides for an award of attorneys' fees and costs for some of employees' claims. *See, e.g.*, Lab. Code § 226. Plaintiff is also entitled to an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5.

1 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No.
2 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action
3 which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market*
4 *Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.:
5 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's
6 counsel in wage-and-hour class actions that had not proceeded to the class-certification stage. (Kim
7 Decl., ¶ 46.)

8 The amount requested here will fairly compensate Class Counsel for their successful
9 prosecution of this case, taking into account the quality, nature, and extent of counsel's efforts, the
10 outstanding results achieved, the fact that no one objected to the fee amount, and the fact that the amount
11 of fees for which approval is sought is less than legal precedent. Class Counsel has litigated numerous
12 class actions and submits that this settlement was possible owing to Class Counsel's experience with
13 such cases. (Kim PA Decl., ¶¶ 79-84.) Class Counsel's diligent, efficient, and creative pursuit of this
14 matter positioned Plaintiff to settle this action successfully, affording redress to the entire Class and
15 avoiding the inevitable expense and risk attendant to protracted litigation. In sum, it was through the
16 efforts of Plaintiff and Class Counsel that the considerable benefits of the Settlement were obtained.

17 In light of the foregoing, the fee request in an amount equal to one-third of the Gross Settlement
18 Amount, or \$483,333.33, as agreed upon in the Settlement, is well within the bounds that have been
19 established by the above-cited authority.

20 (ii) The Requested Award of Attorneys' Fees Is Also Justified Based on the
21 Lodestar Method.

22 Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's
23 lodestar calculation nevertheless also supports the requested attorneys' fees. The lodestar calculation
24 typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure
25 based on the time spent and reasonable hourly compensation for each attorney involved in the case.
26 *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the
27 time expended, with reference to the prevailing rates in the geographical area in which the action is
28 pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is

1 selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the
2 skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other
3 employment by the attorneys, and (4) the contingent nature of the fee award owing to the uncertainty
4 of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d
5 at 49.

6 Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles
7 area for attorneys of comparable experience and skill handling complex litigation. (Kim Decl., ¶ 20.)
8 For this reason, the Court should approve the rates of Class Counsel as reasonable in conjunction with
9 awarding the requested fees and any lodestar calculations it makes when evaluating the request.

10 Moreover, the *Serrano* factors all militate in favor of the requested fee award. (Kim Decl., ¶ 37.)
11 This case raised a number of complex and contested issues, and Class Counsel exhibited skill and
12 creativity in prosecuting and presenting them. (*Id.*) This case was not straightforward. (Kim Decl., ¶
13 38.) Class Counsel had to spend time researching and analyzing each of these claims and issues in order
14 to adequately assess the liability of Defendant. (*Id.*) Class Counsel then had to develop the evidence
15 necessary through informal discovery to establish Defendant's potential liability. (*Id.*) This was done
16 through carefully sifting through hundreds of pages of documents. (*Id.*)

17 In sum, Class Counsel had to come up with creative approaches to these issues in litigating the
18 case and, ultimately, negotiating and crafting the Settlement. (Kim Decl., ¶ 39.) To this end, Class
19 Counsel has devoted a tremendous amount of time and energy. (*Id.*) This time commitment was
20 necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition,
21 but it has come at a cost. (*Id.*) Class Counsel zealously represented Plaintiff and the Class and have
22 obtained a favorable result. (*Id.*)

23 Such is not always the case. Indeed, Class Counsel has invested time and money into numerous
24 other cases, including class actions, which have fizzled out for one reason or another, leaving Class
25 Counsel completely without any compensation for their effort. (Kim Decl., ¶ 40.) Here, Class Counsel
26 has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion;
27 indeed, their efforts might well have been frustrated by any number of obstacles with which they were
28 presented along the way. (*Id.*) Nor could class certification be guaranteed. (*Id.*) However, Class Counsel

1 was able to navigate the shoals of unpredictability to achieve a desirable result and have done so without
2 receiving any compensation to speak of thus far because they took this case on a contingency-fee-basis.
3 (*Id.*)

4 From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable.
5 Class Counsel conservatively estimates that it invested over 228.1 hours of time in this matter. (Kim
6 Decl., ¶¶ 18, 34.) Senior Attorney Enoch Kim invested approximately 13.5 hours for a total of
7 \$18,225.00 in attorneys' fees (\$1,350/hr x 13.5 hours = \$18,225.00). Senior Attorney Roman Shkodnik
8 invested approximately 34.6 hours for a total of \$46,537.00 in attorneys' fees (\$1,345/hr x 34.6 hours
9 = \$46,537.00). Associate Attorney Emma Geesaman invested approximately 119.3 hours for a total of
10 \$72,773.00 in attorneys' fees (\$610/hr x 119.3 hours = \$72,773.00). Associate Attorney Amanda Fazio
11 invested approximately 1.6 hours for a total of \$1,000.00 in attorneys' fees (\$625/hr x 1.6 hours =
12 \$1,000.00). Associate Attorney Arianna Razi invested approximately 38.0 hours for a total of
13 \$21,242.00 in attorneys' fees (\$559/hr x 38.0 hours = \$21,242.00). Former Associate Attorney
14 Samantha Smith invested approximately 8.0 hours for a total of \$11,776.00 in attorneys' fees (\$1,472/hr
15 x 8.0 hours = \$11,776.00). Paralegal Katheryn Perez invested approximately 10.6 hours for a total of
16 \$2,936.20 (\$277/hr x 10.6 hours = \$2,936.20). Former Paralegal José-Ernesto López invested
17 approximately 0.1 hours for a total of \$27.70 (\$277/hr x 0.1 hours = \$27.70). Paralegal Jonathan
18 Morataya invested approximately 0.3 hours for a total of \$99.60 (\$332/hr x 0.3 hours = \$99.60).
19 Paralegal Janet Linares invested approximately 0.4 hours for a total of \$110.80 (\$277/hr x 0.4 hours =
20 \$110.80). Paralegal Anne Beuttel invested approximately 1.1 hours for a total of \$335.50 (\$305/hr x 1.1
21 hours = \$335.50). Paralegal Akiko Anna Iwata invested approximately 0.6 hours for a total of \$199.20
22 (\$332/hr x 0.6 hours = \$199.20). Therefore, Class Counsel has collectively incurred at least 228.1 hours
23 and \$175,262.00 in fees, thus requiring a multiplier of 2.76 to be applied, which is within the reasonable
24 range approved in lodestar crosschecks. (Kim Decl., ¶¶ 34-36.)

25 (iii) The Requested Costs Award Is Reasonable

26 The preliminarily approved settlement calls for the payment of up to \$30,000.00 for Class
27 Counsel's costs. (Kim Decl., ¶ 48.) As of the date of the filing of this Motion, the actual total costs
28 incurred in litigating this Action for Class Counsel are \$24,462.65. (*Id.*) Class Counsel's incurred costs

1 include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of process,
2 mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably
3 incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. (*Id.*)
4 Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of \$24,462.65, with
5 the difference of the costs allocated in the Settlement Agreement and actual costs incurred to be reverted
6 to the Net Settlement Amount. (*Id.*)

7 **III. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS**
8 **APPROPRIATE⁷**

9 The Class is defined in the Settlement Agreement as: “All current and former hourly non-
10 exempt employees who worked for Defendant in California during the Class Period, which is the period
11 from May 17, 2020 to September 9, 2025.” (Settlement Agreement, ¶¶ 1.5, 1.12.)

12 **A. THE LEGAL STANDARD**

13 Section 382 of the Code of Civil Procedure provides that “when the question is one of a
14 common or general interest, of many persons, or when the parties are numerous, and it is impracticable
15 to bring them all before the court, one or more may sue or defend for the benefit of all. Code Civ. Proc.
16 § 382. Class certification under § 382 is appropriate when “(1) [t]here [is] . . . an ascertainable class;
17 and (2) there [is] . . . a well-defined community of interest in the questions of law and fact involved
18 affecting the parties to be represented.” *Daar v. Yellow Cab Co.*(1967) 67 Cal. 2d 695, 704 (citations
19 omitted). The community-of-interest requirement itself embodies three factors: “(1) predominant
20 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)
21 class representatives who can adequately represent the class.” *Richmond v. Dart Industries, Inc.* (1981)
22 29 Cal.3d 462, 470.

23 Any doubt as to the appropriateness of class treatment should be resolved in favor of class
24 certification, subject to later modification if necessary. *Id.* at 473-475. The decision to certify a class is
25 a purely procedural one and should be based on the allegations in the operative complaint and not in the
26 perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 439-

27 ⁷ Defendant has agreed not to oppose class certification solely for purposes of settlement. While Defendant does not
28 oppose this motion, it does not concede any of Plaintiff’s contentions regarding class certification and would oppose
class certification for any purpose outside of this settlement.

1 441.

2 **B. ALL OF THE CRITERIA FOR CERTIFICATION OF THE SETTLEMENT**
3 **CLASS ARE SATISFIED.**

4 1. The Class Is Ascertainable.

5 Plaintiff contends, and Defendant does not dispute for settlement purposes only, that the class
6 is readily ascertainable because all Class Members worked for Defendant within the relevant class
7 period and have already been identified through Defendant’s employee and payroll files. (Kim PA Decl.,
8 ¶ 20.) *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (finding that “[c]lass members are
9 ‘ascertainable’ where they may be readily identified without unreasonable expense or time by reference
10 to official records.”).

11 2. The Numerosity Requirement Is Satisfied.

12 The numerosity requirement is fulfilled simply when the individual joinder of all class
13 members would be impracticable. A proposed class numbering “as few as 40 class members should
14 raise a presumption that joinder is impracticable,” thus satisfying the numerosity requirement. *Newberg*
15 *on Class Actions* § 3.5. Here, there are 748 Class Members. (Kim Decl., ¶ 13.) Therefore, Plaintiff
16 submits that joinder would be impracticable, and a class-wide proceeding is clearly preferable and
17 appropriate.

18 3. Common Issues of Law and Fact Predominate over Any Individual Issues.

19 The court should grant class certification when questions of law and fact common to all Class
20 Members predominate over any questions affecting only individual members. *Hicks v. Kaufman*
21 *& Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 (“As a general rule, if the defendant’s liability
22 can be determined by facts common to all members of the class, a class will be certified even if the
23 members must individually prove their damages. In order to determine whether common questions of
24 fact predominate, the trial court must examine the issues framed by the pleadings and the law applicable
25 to the causes of action alleged.”).

26 The commonality and predominance requirements are “easily met,” because “[when] the
27 defendant has engaged in some course of conduct that affects a group of persons and gives rise to a
28 cause of action, one or more of the elements of that cause of action will be common to all of the persons

1 affected.” *Gen’l Tel. Co. of Southwest v. Falcon* (1982) 457 U.S. 147, 155. Further, the fact that
2 “calculation of individual damages may at some point be required does not foreclose the possibility of
3 taking common evidence on [liability issues].” *Sav-on Drug Stores, Inc. v. Superior Court*(2004) 34
4 Cal.4th 319, 332 (holding that the legal question of whether the plaintiff-employees were nonexempt
5 and therefore entitled to overtime was a common question that predominated over the individual
6 questions of each employee’s duties performed and hours worked); *Clothesrigger, Inc. v. GTE*
7 *Corp.*(1987) 191 Cal. App.3d 605, 617 (“[T]he necessity for class members to prove their own damages
8 does not mean individual fact questions predominate”).

9 The scope of this case is narrowly focused on a specific class of persons employed by Defendant
10 during a specific period of time. The common questions of law and fact in this case all stem from the
11 claims that Class Members were not paid for all hours and did not receive meal and rest periods. Plaintiff
12 and Class Members were subject to the same policies and practices and all sought the same remedies.
13 These common issues, Plaintiff submits, predominate over individual issues because identical evidence
14 establishes liability as to all Class Members. (Kim PA Decl., ¶ 21.) Under such circumstances, the
15 commonality and predominance requirements are satisfied. *Stephens v. Montgomery Ward & Co., Inc.*
16 (1987) 193 Cal. App. 3d 411, 421.

17 4. Plaintiff’s Claims Are Typical.

18 A class representative’s claims are typical of a class when they arise from the same event,
19 practice, or course of conduct that gives rise to the claims of other putative class members, and if their
20 claims rest on the same legal theories. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom*
21 *Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (“[I]t has never been the law in
22 California that the class representative must have identical interests with the class members.”). Here,
23 Plaintiff contends, and Defendant does not dispute for settlement purposes only, that Plaintiff’s claims
24 are typical of Class Members’ claims because they arise from the same factual basis and are based on
25 the same legal theories. (Kim PA Decl., ¶ 22.) Accordingly, the typicality requirement is satisfied.

26 5. Plaintiff and Class Counsel Adequately Represent the Class.

27 The adequacy requirement is met by fulfilling two conditions: (1) the class representative must
28 be represented by counsel qualified to conduct the pending litigation, and (2) the class representative’s

1 interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60
2 Cal.App.3d 442, 451.

3 Plaintiff submits that both conditions are met here. First, Plaintiff and the Class are represented
4 by experienced and competent counsel. Class Counsel is qualified and has served as class counsel in
5 numerous class actions. (Kim PA Decl., ¶¶ 79-84.) Thus, Class Counsel is “qualified, experienced, and
6 generally able to conduct the proposed litigation.” *Miller v. Woods* (1983) 148 Cal.App.3d 862, 875.
7 Second, Plaintiff has no conflict with the Class, and his interests are aligned with those of the Class. As
8 a result of his effort, Class Members will benefit from the Settlement. Accordingly, the adequacy
9 requirement is satisfied.

10 6. Class Treatment Is Superior to the Alternatives.

11 Courts have long recognized that the class-action device often provides the sole procedural
12 mechanism by which many individuals harmed by corporate wrongdoing can band together to achieve
13 justice. Absent class treatment, similarly situated persons with relatively small but nevertheless
14 meritorious claims for damages would, as a practical matter, have no means of redress because of the
15 time, effort, and expense required to prosecute individual actions. *See Hanlon, supra*, 150 F.3d at 1023.
16 The United States Supreme Court has stated that “the policy at the very core of the class action
17 mechanism is to overcome the problem that small recoveries do not provide the incentive for any
18 individual to bring a solo action prosecuting his or her rights. The class action solves this problem by
19 aggregating the relatively paltry potential recoveries into something worth someone’s (usually an
20 attorney’s) labor.” *Amchem Prods. v. Windsor* (1997) 521 U.S. 591, 617 (citation and quotation
21 omitted).

22 Other relevant considerations regarding superiority include the improbability that each class
23 member will come forward to prove his or her separate claim and whether the class approach would
24 serve to deter or redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435.
25 In employment cases, concerns such as fear of the employer, lack of representation, size of claim, and
26 the employee’s perception about the difficulty of litigation, increase the likelihood that an employer
27 will not be held accountable. Acknowledging these concerns, courts have noted that “[t]he risk entailed
28 in suing one’s employer are such that the few hardy souls who come forward should be permitted to

1 speak for others when the vocal ones are otherwise fully qualified.” *St. Marie v. Eastern RR Ass’n*
2 (S.D.N.Y. 1976) 72 F.R.D. 443, 449 (overruled as to damages and liability but not as to class
3 certification). Here, the class approach serves to deter and redress the alleged wrongdoing by ensuring
4 that all claims of Class Members are addressed.

5 Further, where, as here, the individual claims are relatively small and the socio-economic status
6 and sophistication of the class members contrasts with that of the defendant, a class action is particularly
7 appropriate because the size of the individual claims “would prove uneconomic for potential plaintiffs”
8 to pursue individually, as “litigation costs would dwarf potential recovery.” *Hanlon, supra*, 150 F. 3d at
9 1023. These issues, from a practical standpoint, generally lead to the unbalanced situation where the
10 employer is represented by counsel, but the employee who seeks redress is not. Each of the above
11 reasons compels the conclusion that a class action is the preferred method of resolution for this case.
12 (Kim PA Decl., ¶ 25.)

13 **IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE PAGA ACTION** 14 **SETTLEMENT**

15 Settlements to resolve PAGA claims also require court approval. (Labor Code § 2699(1)(2).). In
16 compliance with Labor Code §2699(1)(2), Plaintiff has provided the proof of service of the Settlement
17 Agreement and this Motion to the LWDA. (Kim Decl., ¶ 55, Exhibit 4.) PAGA civil penalties recovered
18 on the State’s behalf are intended to “remediate present violations and deter future ones, not to redress
19 employees’ injuries.” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 542.)
20 The standard for evaluating a PAGA settlement is not whether the employees are fully compensated for
21 their injuries, but “whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate
22 present labor law violations, deter future ones, and to maximize enforcement of state labor laws.”
23 (*Moniz v. Adecco USA, Inc.*, (2021) 72 Cal.App.5th 56, 77, *disapproved of on other grounds by Turrieta*
24 *v. Lyft, Inc.*, 16 Cal. 5th 664 (2024)). Here, as a result of the Settlement, Defendant must pay
25 \$1,450,000.00 including \$145,000.00 in PAGA civil penalties to the LWDA and Aggrieved Employees.
26 The PAGA Settlement here is fair, reasonable, and adequate in light of PAGA’s purposes since it seeks
27 to remediate alleged labor law violations and deter future ones.

28 In addition, the amount allocated to the PAGA claims is fair to those affected because it accounts

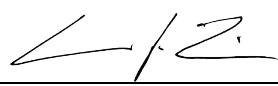
1 for a realistic assessment of the PAGA exposure on the claims as well as the significant possibility of
2 the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the Court's
3 discretion to substantially reduce PAGA penalties under Labor Code § 2699(e)(2). Indeed, PAGA
4 settlements for as little as \$0 have been approved. (*See Nordstrom Com'n Cases* (2010) 186 Cal.App.4th
5 576, 589 (approving PAGA settlement and release that allocated \$0 to PAGA claim).) Courts have also
6 approved settlements for \$20,000 or less. (*See, e.g., Hicks v. Toys 'R' Us-Delaware, Inc.*, (C.D. Cal.
7 Sept. 2, 2014) 2014 WL 4703915, at *1 (approving \$5,000 PAGA payment in \$4 million settlement);
8 *Chu v. Wells Fargo Invest. LLC* (N.D. Cal. Feb. 16, 2011) 2011 WL 672645, at *1 (approving PAGA
9 payment of \$7,500 in \$6.9 million settlement); *Williams v. Brinderson Constructors* (C.D. Cal. Feb. 6,
10 2017) 2017 WL 490901, at *5 (\$10,000 PAGA settlement in \$300,000 settlement).)

11 **V. CONCLUSION**

12 For the reasons set forth herein, Plaintiff respectfully requests that this Court grant final
13 approval of this Settlement and enter the companion order.

14
15 DATED: August 24, 2026

D.LAW, INC.

16
17 By: 

Enoch J. Kim

Arianna N. Razi

Attorneys for Plaintiff FRED NAZAR, on behalf of
himself and others similarly situated