BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

ERIN KRAMER, on behalf of herself and all others similarly situated,

Plaintiff,

v.

SUPPORT FOR FAMILY, LLC, a California Limited Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CU24-03583

Assigned to the Hon. Wendy Getty

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

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

HEARING INFORMATION

Date: October 15, 2026
Time: 9:00 a.m.
Dept.: 8

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 5, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard, in Department 8 of the Solano County Superior Court, located at 580 Texas Street Fairfield, California 94533, before the Honorable Wendy Getty, Plaintiff Erin Kramer, individually and on behalf of all others similarly situated, will and hereby does move the Court for an order:

1. Certifying the proposed Settlement Class for settlement purposes only;

2. Preliminarily appointing Plaintiff Erin Kramer as the Class Representative for settlement purposes only;

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

4. Preliminarily approving the Class Action and PAGA Settlement Agreement as fair, reasonable, and adequate;

5. Approving the form and manner of the Class Notice and directing its dissemination to Class Members, including notice of their rights to request exclusion from or object to the Settlement;

6. Setting a date for the Final Approval Hearing to determine whether the Settlement should be granted final approval.

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

Dated: May 5, 2026,

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

BY: ______________________

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

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES

RULES

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Erin Kramer ("Plaintiff"), individually and on behalf of all others similarly situated, moves for preliminary approval of a proposed class action and PAGA settlement with Defendant Support for Family, LLC ("Defendant"). The proposed Settlement provides for a non-reversionary Gross Settlement Amount of $580,000 to resolve the claims asserted. Plaintiff previously filed this motion, which the Court denied *without* prejudice on the ground that it exceeded the page limits. This revised motion complies with California Rules of Court, rule 3.113.

The proposed Settlement Class consists of all non-exempt hourly employees who worked for Defendant in California during the period from May 10, 2020 through the date of preliminary approval. The Settlement also resolves claims under the Private Attorneys General Act ("PAGA") on behalf of non-exempt employees who worked during the PAGA period beginning May 10, 2023. The Class Action and PAGA Settlement Agreement and Release of Claims is attached as **Exhibit "A"** to the Declaration of Mehrdad Bokhour ("Bokhour Declaration") submitted herewith and is referred to herein as the Settlement Agreement or the Settlement. The proposed Class Notice is attached as **Exhibit "B"** to the Bokhour Declaration.

After deductions for attorneys' fees, litigation costs, administration expenses, PAGA penalties, and a service award, the Net Settlement Amount is estimated to be approximately $321,666.67 and will be distributed to approximately 2,367 Class Members on a pro rata basis based on workweeks worked. The average individual payment is estimated to be approximately $150 to $250, with higher payments for employees who worked longer periods.

The Settlement is non-reversionary and does not require Class Members to submit claim forms. Notice will be mailed to Class Members informing them of their estimated recovery and their right to opt out or object. Class Members who do not opt out will automatically receive payment upon final approval. PAGA payments will be distributed to eligible employees regardless of participation in the class settlement.

The Settlement was reached after arm's length negotiations between experienced counsel with the assistance of an experienced mediator and following investigation sufficient to evaluate the claims and defenses. The Settlement provides meaningful and immediate relief in light of the risks, expense, and uncertainty of continued litigation.

Plaintiff respectfully requests that the Court: (1) preliminarily approve the Settlement; (2) certify the Settlement Class for settlement purposes only; (3) approve the proposed notice; (4) appoint Plaintiff as Class Representative and Class Counsel; (5) appoint Phoenix Settlement Administrators ("Phoenix") as Settlement Administrator; and (6) set a final approval hearing.

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED CLASS

Defendant provides in-home care and related services in California. (Bokhour Decl. ¶ 13.) Plaintiff was employed by Defendant as a non-exempt employee beginning in February of 2022. Plaintiff alleges that Defendant failed to comply with various provisions of the California Labor Code, including requirements relating to calculation of the "regular rate of pay," provision of meal and rest periods, and derivative claims for wage statement violations and waiting time penalties. Based on these claims, Plaintiff also brought a claim for Unfair Competition and for civil penalties under the PAGA. (Bokhour Decl. ¶ 14.)

The proposed Settlement Class consists of all non-exempt hourly employees who worked for Defendant in California during the period from May 10, 2020 through the date of preliminary approval. (Settlement Agreement ¶¶ 1.8, 1.11.)

B. PROCEDURAL HISTORY

Plaintiff filed this action on May 10, 2024, in Solano County Superior Court. Plaintiff subsequently filed a First Amended Complaint ("FAC") and, later, a Second Amended Complaint ("SAC"), which is the operative pleading and asserts wage-and-hour claims and related PAGA claims. (Bokhour Decl. ¶ 15.). (Bokhour Decl. ¶ 15; Settlement Agreement, Recitals.) Defendant denies all material allegations and contends that it complied with applicable law.

Prior to engaging in extensive litigation, the Parties exchanged information and investigated the claims and defenses, including review of relevant policies and payroll data.

The Parties thereafter participated in a full-day mediation on September 2, 2025 before Daniel Turner, Esq. The case did not immediately settle on the day of mediation. The parties continued to negotiate for several weeks after the mediation. After continued discussions about the disputed claims, and emails with the mediator, the mediator issued a mediator's proposal that was ultimately accepted by the Parties. (Bokhour Decl. ¶ 17; Settlement Agreement, Ex. A.)

The Parties now respectfully request that the Court grant preliminary approval of the Settlement Agreement.

C. SUMMARY OF CLAIMS AND DEFENSES

Plaintiff alleges that Defendant violated California wage and hour laws by, among other things, failing to pay all wages owed, failing to properly calculate the "regular rate of pay," failing to provide compliant meal and rest periods, failing to reimburse business expenses, failing to timely pay wages upon separation, and failing to provide accurate wage statements. Plaintiff also asserts claims for civil penalties under the Private Attorneys General Act ("PAGA").

Defendant denies all allegations and contends that it complied with applicable law. Defendant asserts, among other defenses, that many employees were properly classified under applicable wage orders, that its compensation and break policies were lawful and properly implemented, and that any alleged violations would require individualized inquiries not suitable for class or representative treatment.

III. SUMMARY OF THE PROPOSED SETTLEMENT

The proposed Settlement provides for a non-reversionary Gross Settlement Amount of $580,000, which will be distributed to Settlement Class Members without the need to submit a claim form. After deductions for attorneys' fees, litigation costs, administrative expenses, PAGA penalties, and a service award, the Net Settlement Amount is estimated at approximately $321,666.67 and will be distributed on a pro rata basis based on workweeks worked.

Based on Defendant's records, approximately 2,367 Class Members worked a total of approximately 52,000 workweeks during the Class Period. Individual payments are estimated to average between approximately $150 and $250, with higher payments for employees who worked longer periods. (Bokhour Decl. ¶ 7.)

Notice will be mailed to Class Members informing them of their estimated payments, their right to challenge workweek calculations, and their right to opt out or object. Class Members who do not opt-out will automatically receive payment upon final approval. PAGA payments will be distributed to eligible employees regardless of participation in the class settlement. Settlement payments will be calculated by the Settlement Administrator based on Defendant's records, subject to any timely challenges by Class Members. The Settlement is non-reversionary, and any uncashed funds will be distributed in accordance with Code of Civil Procedure section 384.

The Settlement also provides that Defendant will fund the Gross Settlement Amount in installments and will separately pay the employer share of payroll taxes. Payments will be issued by the Settlement Administrator following funding of the settlement.

Participating Class Members will release claims arising from the allegations in the operative complaint during the Class Period, and PAGA Members will release PAGA claims for the PAGA period, as set forth in the Settlement Agreement.

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

California courts may provisionally certify a class for settlement purposes at the preliminary approval stage. (Cal. Rules of Court, rule 3.769(d).) Because no trial is contemplated, courts apply a more relaxed standard and focus on whether certification will facilitate settlement and notice to the class. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 at n.19.

Here, the requirements for certification are satisfied for settlement purposes.

The proposed class consists of approximately 2,367 non-exempt hourly employees who worked for Defendant in California during the Class Period. The class is sufficiently numerous, and its members are readily ascertainable through Defendant's payroll and employment records.

Commonality and typicality are satisfied because Plaintiff's claims arise from the same alleged wage and hour policies and practices applicable to the class, including policies relating to compensation, meal and rest periods, and wage statements. For settlement purposes, these common issues support certification.

Adequacy is satisfied because Plaintiff's interests are aligned with those of the class, and Plaintiff is represented by experienced class counsel. There are no conflicts between Plaintiff and the class.

Finally, certification is appropriate because resolving these claims on a classwide basis promotes judicial economy and provides meaningful relief to employees whose claims would be impractical to litigate individually.

Accordingly, provisional certification of the Settlement Class is appropriate.

1. <u>Failure to Properly Calculate and Pay the Correct "Regular Rate of Pay"</u>

Plaintiff alleged that Defendant failed to properly calculate the "regular rate of pay" by excluding certain non-discretionary bonuses, commissions, and incentive payments when calculating overtime and sick pay wages, resulting in alleged underpayment in violation of California law. (Bokhour Decl. ¶ 19.)

Based on a review of payroll and paystub data produced during the investigation, Plaintiff estimated that the alleged exclusion of certain incentive payments may have resulted in underpayment of overtime and sick pay wages for some Class Members. (Bokhour Decl. ¶ 20.)

Defendant disputed these allegations and asserted that it properly paid all wages and many of the incentive payments at issue were discretionary and therefore properly excluded from "regular rate of pay" calculations. Defendant further contended that any potential underpayments, to the extent they occurred at all, were *de minimis* and not widespread across the Class. (Bokhour Decl. ¶ 21.)

Plaintiff acknowledges the significant litigation risks associated with this claim. Those risks include the possibility that the Court could deny class certification due to individualized variations in compensation structures and incentive programs, as well as risks on the merits, including summary judgment or an unfavorable trial result. Plaintiff further acknowledges that the estimated lost wages attributable to this theory were relatively modest. (Bokhour Decl. ¶ 22.)

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

2. <u>Waiting Time Penalties</u>

Plaintiff alleged that Defendant failed to timely pay all wages due upon separation of employment, entitling former employees to waiting time penalties under Labor Code sections 201 through 203. Based on Defendant's records, approximately 1,500 Settlement Class Members were separated from employment during the applicable statutory period. Assuming the statutory maximum penalty of thirty (30) days, an 8-hour workday, and an average hourly rate of $17.65, Plaintiff estimated a maximum theoretical exposure of approximately $6,354,000 for waiting time penalties. (1,500 employees × 8 hours per day × $17.65 per hour × 30 days.) (Bokhour Decl. ¶ 24.)

Defendant disputed this claim and asserted that any alleged failure to timely pay wages at separation was not willful and therefore did not give rise to waiting time penalties. Defendant further contended that many Settlement Class Members were not "separated" from employment within the meaning of Labor Code sections 201 through 203 because they remained on Defendant's roster and continued receiving work assignments after periods without work. According to Defendant, workers were removed from the roster only if they failed to respond to work assignments for an extended period. Defendant, therefore, maintained that waiting time penalties were not triggered. Defendant further contended that it maintained compliant payroll practices and that any waiting time penalties claim was derivative of underlying wage claims. Defendant also asserted that the claims lacked merit or were unsuitable for class treatment. (Bokhour Decl. ¶ 25.)

To account for these risks, including the risk that the Court could accept Defendant's position regarding whether a separation from employment occurred, as well as the risk of denial of class certification and the risk of an adverse ruling at summary judgment or trial, Plaintiff applied a combined 75 percent discount to the maximum theoretical exposure.

Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $1,588,500 for the waiting time penalties claim. (Bokhour Decl. ¶ 26.)

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

With respect to Plaintiff's meal and rest period claims, Settlement Class Members collectively worked approximately 185,223 shifts during the Class Period. Based on an analysis of a representative sample of Defendant's timekeeping and payroll records produced prior to mediation, Plaintiff applied an estimated 5 percent violation rate for meal periods and a 25 percent violation rate for rest periods. Using an applicable premium rate of $17.65 per missed break, Plaintiff estimated a maximum theoretical exposure of approximately $163,459 for the meal period claim (185,223 shifts × 5 percent × $17.65) and approximately $817,296 for the rest period claim (185,223 shifts × 25 percent × $17.65). (Bokhour Decl. ¶ 27.)

Defendant disputed liability on both claims and asserted that meal and rest period compliance presented highly individualized issues that were inappropriate for class treatment. Defendant maintained that its written policies were facially compliant with California law and required employees to take legally compliant meal and rest periods. Defendant also asserted that employees acknowledged these policies and were required to report any missed breaks. Defendant further contended that, when caregivers worked at client facilities, those facilities were contractually required to provide compliant meal and rest periods and that caregivers were reminded of their break obligations at the start of those assignments. Defendant also asserted that the alleged violations were limited because work performed in facilities was relatively rare. According to Defendant's records, shifts reflecting facility work occurred in only a small percentage of workweeks, and Defendant maintained that when such work occurred it paid overtime and doubletime consistent with Wage Order 5 requirements rather than relying on the personal attendant exemption.

Defendant therefore contended that the payroll records confirm compliance with California wage and hour laws. Defendant further argued that these issues created a substantial risk that the Court would deny class certification because liability would depend on individualized inquiries into whether breaks were offered, taken, waived, or voluntarily missed during particular shifts. Defendant also asserted that Plaintiff would be unable to present reliable representative evidence sufficient to establish liability or damages on a classwide basis. (Bokhour Decl. ¶ 28.)

In light of these risks, including the risk that the Court could find Defendant's written policies compliant or determine that individualized issues predominated, Plaintiff applied a 60 percent discount to the maximum theoretical exposure for these claims. Applying this discount, Plaintiff estimates a risk adjusted value of approximately $65,383 for the meal period claims and approximately $326,918 for the rest period claims. (Bokhour Decl. ¶ 29.)

4. <u>Failure to Provide Accurate Itemized Wage Statements</u>

Plaintiff further alleged that Defendant issued non-compliant itemized wage statements in violation of Labor Code section 226, based on the same alleged conduct underlying Plaintiff's claims for unpaid wages, meal and rest period premiums, and failure to include all required forms of compensation in the regular rate of pay. Based on Defendant's records, Plaintiff estimates that approximately 27,992 allegedly non-compliant wage statements were issued during the Class Period. (Bokhour Decl. ¶ 30.)

In calculating Defendant's maximum potential exposure, Plaintiff conservatively assumed that only the initial statutory penalty of fifty dollars per violation would apply, consistent with Labor Code section 226(e) and authority holding that higher penalties apply only after notice of a violation. (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207.) Using this conservative assumption, Plaintiff estimated a maximum theoretical exposure of approximately $1,399,600 (27,992 wage statements multiplied by $50). (Bokhour Decl. ¶ 30.)

Defendant disputed this claim, asserting that its wage statements fully complied with Labor Code section 226. Defendant further argued that, even if any technical deficiencies existed, they were not knowing and intentional and did not result in the injury required to recover penalties. Defendant also relied on its defenses to the underlying wage-and-hour claims and to class certification. (Bokhour Decl. ¶ 31.)

In light of these risks, including the risk of denial of class certification and the risk of an adverse ruling on the merits, Plaintiff applied a 80% discount to the maximum theoretical exposure. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $279,920 for the wage statement penalty claim. (Bokhour Decl. ¶ 32.)

5. PAGA Penalties

Plaintiff also sought civil penalties under the Private Attorneys General Act of 2004 ("PAGA") for alleged Labor Code violations for which PAGA penalties are available, and asserted that such penalties could be assessed on a cumulative basis. Assuming application of the default penalty of $100 per pay period under Labor Code section 2699(f)(2), and assuming no reduction or exercise of judicial discretion, Plaintiff estimated a maximum theoretical exposure of approximately $2,799,200, based on approximately 27,992 pay periods. (Bokhour Decl. ¶ 33.)

This theoretical maximum, however, does not account for significant legal and practical uncertainties. As discussed above, Defendant disputed the existence of the underlying Labor Code violations and asserted that its written policies were facially compliant with California law, that employees were afforded compliant meal and rest periods, and that employees were required to report any missed breaks. Defendant also contended that certain alleged violations were unlikely or limited in scope, including because work performed in facilities occurred only rarely and was compensated pursuant to Wage Order 5 overtime rules rather than the personal attendant exemption.

Defendant further disputed that waiting time penalties were triggered because many workers remained on Defendant's roster and continued receiving work assignments rather than experiencing a separation from employment. Courts are also divided as to whether PAGA penalties may be stacked across multiple violations within a single pay period, particularly where the violations are derivative of one another. In addition, Labor Code section 2699(e)(2) grants courts broad discretion to reduce civil penalties where necessary to avoid awards that are unjust, arbitrary, oppressive, or confiscatory. Courts routinely exercise this discretion, particularly where an employer did not act willfully or where the legal obligations were unsettled. See *Cotter v. Lyft, Inc.* (2016) 193 F. Supp. 3d 1030, 1037. (Bokhour Decl. ¶ 34.)

In light of these risks, including the risk that the Court could find limited or no underlying Labor Code violations or exercise its discretion to substantially reduce any penalties, the Parties agreed to allocate $20,000 of the Gross Settlement Amount to the resolution of the PAGA claim, which Plaintiff submits is fair, reasonable, and adequate under the circumstances. (Bokhour Decl. ¶ 35.)

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

- Regular Rate of Pay Claim: $0 (*discounted*)
- Labor Code §§ 201 – 203 Claims: $1,588,500
- Meal Period Claims: $65,383
- Rest Break Claims: $326,918
- Wage Statement Claims: $279,920
- PAGA Penalties $20,000
- **<u>Total Risk-Adjusted Penalties and Damages</u>: $2,280,721**

Given the realistic value of Plaintiff's claims, the $580,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 25.4% of Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class. (Bokhour Decl. ¶ 36.)

For these reasons, Plaintiff submits that the agreed-upon Settlement is fair and reasonable.

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

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

Class Counsel are highly experienced in wage and hour class actions and PAGA representative actions. Collectively, Class Counsel have litigated over one hundred wage and hour class and PAGA cases, have been repeatedly recognized as Super Lawyers in employment litigation, an honor awarded to only a small percentage of attorneys statewide, and have achieved substantial class action settlements on behalf of California employees. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–10.)

After conducting an independent investigation and engaging in arm's length negotiations, Class Counsel carefully evaluated the strengths and weaknesses of the claims, the defenses asserted by Defendant, the risks associated with class certification and liability, and the realistic risk adjusted value of the case. Based on that analysis, Class Counsel believes that the Settlement represents a fair, reasonable, and adequate resolution of the Action and is in the best interests of the Settlement Class and PAGA Members.

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

The proposed Class Notice fully and fairly informs Settlement Class Members of the nature of the Action, the material terms of the Settlement, and their rights and options under the Settlement Agreement and applicable law. The notice program is reasonably calculated to reach all or nearly all Settlement Class Members and therefore satisfies due process.

The content and dissemination of the Class Notice comply with California Rules of Court 3.766 and 3.769. The Class Notice describes the material settlement terms, the proposed attorneys' fees and costs and Settlement Administration Expenses, the Final Approval Hearing, and the procedures and deadlines for requesting exclusion or submitting an objection, and informs Class Members of their estimated Individual Class Payments. (Ex. B.)

The Class Notice will be mailed by the Settlement Administrator via first-class U.S. Mail to the last known addresses of Settlement Class Members, using Defendant's records, with address updating and re-mailing procedures for undeliverable notices. This method constitutes meaningful notice with a reasonable likelihood of reaching a substantial percentage of the Class. (*Archibald v. Cinerama Hotels* (1976) 15 Cal.3d 853, 861.)

The 45-day response period provides Class Members with a reasonable opportunity to evaluate the Settlement, seek advice if desired, and elect whether to participate, object, or request exclusion. Settlement Class Members who do not request exclusion will be bound by the Settlement and will automatically receive settlement payments upon Final Approval

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

Under the Settlement, all Settlement Class Members who do not request exclusion will automatically receive an Individual Settlement Payment without submitting a claim form. This structure maximizes participation and ensures that Class Members receive payment unless they affirmatively opt out.

The Settlement is non-reversionary, meaning that no portion of the Settlement Amount will revert to Defendant. Any Individual Class Payment or Individual PAGA Payment checks not cashed within 180 days will be voided and the funds represented by those checks will be distributed to the cy pres beneficiary approved by the Court pursuant to Code of Civil Procedure section 384.

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

Under the terms of the Settlement Agreement, Class Counsel requests an amount not exceeding one-third of the Settlement Amount in attorneys' fees. (S*ee, e.g., Laffite v. Robert Half Int'l Inc.* (2016) 1 Cal.5th. 480 (approving 1/3 fee in the amount of $6.33 million at a 2.13 lodestar multiplier, when class action litigation establishes a monetary fund for the benefit of the Class Members, the trial court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created); *see also Stuart v. RadioShack Corp*. (N.D. Cal. Aug. 9, 2010) No. C-07-4499 EMC, 2010 WL 3155645 (approving fee award of 1/3 of the total maximum settlement amount of $4.5 million) (the court noted that the fee award of 1/3 of the total settlement was "well within the range of percentages which courts have upheld as reasonable in other class action lawsuits")

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

I. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND APPROPRIATE

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

Plaintiff actively assisted Class Counsel throughout the litigation, including by providing detailed factual information supporting the class and PAGA claims, producing documents, participating in strategy discussions and mediation preparation, remaining available throughout the litigation to analyze claims and defenses, attending and assisting during mediation, and reviewing the Settlement documents. Plaintiff also assumed the risk associated with serving as Class Representative, including potential exposure to costs and workplace retaliation. (See Declaration of Plaintiff Kramer in Support of Preliminary Approval.)

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

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

V. THE COURT SHOULD APPOINT PHOENIX AS THE SETTLEMENT ADMINISTRATOR

Subject to Court approval, the Parties have stipulated that Phoenix be appointed as the

Settlement Administrator. Phoenix is experienced in administering class action settlements and is well qualified to administer the notice and distribution process in this Action. Pursuant to the Settlement Agreement, Settlement Administration Costs shall not exceed $15,000, subject to Court approval. (Bokhour Decl. ¶ 46.)

VI. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

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

VII. CONCLUSION

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

Dated: May 5, 2026

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

BY: ______________________________

MEHRDAD BOKHOUR
JOSHUA FALAKASSA
Attorneys for Plaintiff and the Putative Class