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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ISAIAH MORALES, an individual, JOSE SMITH, an individual on behalf of themselves and others similarly situated, Plaintiffs, vs. CERTUS PEST, INC., a Delaware stock corporation; GOPHER PATROL, a California business entity form unknown; and DOES 1 through 50, inclusive, Defendants.	Case No.: 24STCV11212 CLASS ACTION Assigned for All Purposes To: Hon. Theresa M. Traber **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: January 14, 2026 Time: 10:30 a.m. Dept.: 1 Complaint Filed: May 3, 2024 FAC Filed: July 9, 2024 SAC Filed: May 8, 2025 Trial Date: None Set

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TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on January 14, 2026, at 10:30 a.m. or as soon thereafter as the matter may be heard, in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA, 90012, Plaintiffs Isaiah Morales and Jose Smith ("Plaintiffs") will move for an order to:

1. Conditionally certify, for settlement purposes only, a Class consisting of all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period (defined as the period from October 23, 2019, to May 13, 2025);
2. Appoint Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., Joshua S. Falakassa, Esq., of Falakassa Law, P.C., and Emil Davtyan, Esq., David Yeremian, Esq., Alvin B. Lindsay, Enoch J. Kim Esq., Marta Manus Esq. of D.Law, Inc. and as Class Counsel;
3. Appoint Named Plaintiffs Isaiah Morales and Jose Smith the Class Representatives;
4. Order preliminary approval of the proposed Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement") on a class-wide basis, direct that the Class Notice to be mailed to the Class, and set a hearing for final approval of the proposed Settlement;
5. Approve Phoenix Class Action Administration Solutions as the Settlement Administrator to handle the Class Notice and claims administration procedures as set forth in the Settlement; and
6. Approve the PAGA civil penalties portion of the Settlement.

The Motion will be based on this Notice of Motion, the Memorandum of Points and Authorities, the Declarations of Plaintiffs' Counsel and exhibits thereto, Declarations of Plaintiffs and exhibits thereto, and on such oral and documentary evidence as may be presented at the hearing of the Motion.

Dated: December 12, 2025

D.LAW, INC.,

By: ______________________________

Enoch J. Kim, Esq.
Marta Manus, Esq.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Isaiah Morales and Jose Smith ("Plaintiffs) respectfully request that this Court conditionally certify the below-defined class for settlement purposes only, under Code of Civil Procedure section 382; appoint Class Counsel[1] and Plaintiffs as the Class Representatives; preliminarily approve the proposed Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement"); direct that the Class Notice be disseminated to the Class; and schedule a hearing for final approval of the Settlement.

Plaintiffs further request that the Court approve the Private Attorney General Act of 2004 ("PAGA") portion of the Settlement, which allocates $40,000.00 to civil penalties pursuant to PAGA.

The Settlement provides for a non-reversionary settlement fund of $850,000.00 for approximately 320 Class Members in compromise of disputed claims for unpaid wages and penalties. This Court should grant this Motion for the following reasons: (1) the Class meets the requirements for conditional class certification for settlement purposes only under of Code of Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all indicia for fairness, reasonableness, and adequacy; (3) Plaintiffs are well-suited to serve as adequate Class Representatives; (4) Plaintiffs' attorneys are experienced and highly-qualified to serve as Class Counsel; (5) the proposed Class Notice procedures fully comport with due process and adequately apprise Class Members of their rights; (6) a final fairness hearing must be scheduled to allow Class Members an opportunity to be heard regarding the Settlement and to give it finality; and (7) the benefit provided by the proposed PAGA settlement is substantial and falls within the range of reasonableness. Accordingly, for the reasons detailed below, Plaintiffs respectfully request that the Court grant this Motion in its entirety and preliminarily approve the Settlement.

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[1] All capitalized words are defined in the Settlement Agreement (**Exhibit 1** to the Declaration of Marta Manus, filed herewith), and those definitions are incorporated by reference herein.

II. RELEVANT BACKGROUND

A. Procedural History

On April 23, 2024, Named Plaintiff Jose Smith filed a class action complaint in Riverside County Superior Court against named defendants Certus Pest, Inc. and Purcor Pest Control, Case No. CVRI2402328, with seven causes of action entitled: (1) failure to pay all overtime wages; (2) meal period violations; (3) rest period violations; (4) failure to pay all sick time; (5) wage statement violations; (6) waiting time penalties; and (7) unfair competition. On May 3, 2024, Named Plaintiff Isaiah Morales filed a class action complaint against named defendants Certus Pest, Inc. and Gopher Patrol in Los Angeles Superior Court, Case No. 24STCV11212, with eleven causes of action: (1) failure to pay minimum wages; (2) failure to pay wages and overtime; (3) meal period liability; (4) rest break liability; (5) violation of Labor Code § 226; (6) violation of Labor Code § 221; (7) violation of Labor Code § 204; (8) violations of Labor Code § 203; (9) failure to maintain records; (10) failure to reimburse necessary business expenses; and (11) unfair competition. (Declaration of Marta Manus [Manus Decl.], ¶ 2.)

On July 9, 2024, Named Plaintiff Morales filed a First Amended Class Action Complaint, adding a twelfth cause of action under PAGA. On June 19, 2025, Plaintiff Smith obtained a court order dismissing his Complaint without prejudice. On May 21, 2025, Plaintiff Morales filed a Second Amended Complaint, adding Plaintiff Smith as a named plaintiff, in Los Angeles Superior Court, Case No. 24STCV11212, and including the following causes of action: (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) violation of Labor Code § 221; (7) violation of Labor Code § 204; (8) violation of Labor Code § 203; (9) failure to maintain accurate records; (10) failure to reimburse business expenses; (11) failure to pay all sick time; (12) violation of the Unfair Competition Law; and (13) violation of the Private Attorneys General Act ("PAGA"). The Second Amended Complaint is the Operative Complaint in the Action. Plaintiff Smith submitted the LWDA letter on April 23, 2024, alleging the same claims as his Complaint. Plaintiff Morales submitted the LWDA letter on May 3, 2024. (*Id.* at ¶ 3.)

Plaintiffs contend that Defendant violated California's wage and hour laws by failing to pay all wages due including minimum and overtime wages, failing to provide all meal periods and rest periods, failing to reimburse all work-related expenses, failing to pay all sick time, failing to provide compliant and accurate itemized wage statements, failing to timely pay final wages due, and thereby also violating California Business & Professions Code sections 17200, *et seq*., and incurring penalties under PAGA. (*Id*. at ¶ 4.)

Defendant filed an Answer to each Named Plaintiff's complaint and denied all allegations and claims asserted therein. Defendant denies that it engaged in any misconduct in connection with its wage-and-hour practices and denies that it has any liability or engaged in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled PAGA Claims. Defendant further contends that it has complied at all times with federal, state, and local wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to the employment of Named Plaintiffs and the Class and PAGA Members. (*Id*. at ¶ 5.)

B. Mediation

On March 13, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Kelly A. Knight Esq. The Parties, recognizing the burdens and risks of continuing with the litigation, entered into an agreement to resolve the Action. (*Id*. at ¶ 6.)

Defendant will pay the Gross Settlement Amount of $850,000.00, exclusive of the employer's portion of payroll taxes and fees (i.e. Defendant will pay the employer-side payroll taxes on the wages portion separately from the Gross Settlement Amount). It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. The Gross Settlement Amount represents approximately 50% of the total realistic exposure, which demonstrates that the settlement is fair and reasonable. (*Id*. at ¶ 7.) The Settlement represents a fair and reasonable recovery as set forth in the Declaration of Marta Manus, filed herewith. (Manus Decl., ¶¶ 34-34.)

C. Settlement Agreement and Accompanying Documents

The Class Action and PAGA Settlement Agreement is attached to the Declaration of Marta Manus as Exhibit 1 with the Class Notice is attached thereto as Exhibit A. (Manus Decl., ¶ 11.) The Settlement Agreement proposes the following Class: all current and former non-exempt employees who worked for Defendant in California during the Class Period (defined as the period from October 23, 2019, to May 13, 2025). It shall be an opt-out class.

There is a total of approximately 20,718 workweeks worked by Class Members from the beginning of the Class Period through March 13, 2025 (the "Mediation Date"), resulting in a recovery of an estimated $21.66 per workweek. Each Class Member will receive an average Individual Settlement Award of approximately $1,402.24 (NSA of $448,716.67 divided by 320 Class Members), with the highest estimated Individual Settlement Award of approximately $6,281.40 (total weeks in the Class Period (290) multiplied by $22.47). (Manus Decl., ¶ 8.)

Additional proposed disbursements from the GSA are as follows:

Attorneys' Fees	$283,333.33 (1/3 of the Gross Settlement Amount)
Attorneys' Costs	Up to $50,000.00
Administration Fees and Costs	Estimated to be up to $7,950.00
Enhancement Awards to Named Plaintiffs	$10,000.00 per Plaintiff (total of $20,000.00)
PAGA Penalties	$40,000.00 ($30,000.00 to LWDA; $10,000.00 to PAGA Members)

(Manus Decl., ¶ 8.)

The Parties have agreed on Phoenix Class Action Administration Solutions ("Phoenix") as the Settlement Administrator and respectfully request that this Court appoint Phoenix to handle the claims administration procedures, including the Class Notice procedure, including establishing a case specific website where relevant case-related settlement documents will be accessible, including the judgment. (Manus Decl., ¶ 10; Exhibit 2 to the Manus Decl. [Declaration of Jodey Lawrence of Phoenix, ¶¶ 12, 16.].)

D. The Proposed Class Notice Provides Adequate Notice to Class Members

To be deemed proper, a notice must provide the Class Members with sufficient information to make an informed decision as to whether to accept or object to the settlement. *Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314. The notice must apprise the Class Members of the pendency of the action, reasonably convey information regarding the settlement and the Class Members' rights, entitlements, and obligations, and afford Class Members the opportunity to present their objections. *Id.*

The proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the settlement. It will notify all Class Members of the terms of the settlement, of its effect on their rights, of their options as Class Members (i.e., participate, object, opt-out, and dispute work weeks), and procedures for exercising those options. (Manus Decl. ¶ 36; *see* Class Notice, Exhibit A to Exhibit 1 thereto).

The standard for determining the adequacy of notice is whether it has "a reasonable chance of reaching a substantial percentage of the class members." *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. Here, the Class Notice will be sent via First-Class U.S. mail to each Class Member and PAGA Member at their addresses from Defendant's records. (Manus Decl., ¶ 35, Ex. 1, p. 21-22.) If any Class Notices are returned undeliverable without a forwarding address, the Administrator will use the national change of address database and perform a skip trace to locate the Class Member and mail a new Class Notice to the updated address. (Manus Decl., Ex. 1, p. 23.) The Parties have confirmed that Spanish translation of the Class Notice is not necessary because Defendant's workforce speaks English. (Manus Decl., ¶ 11.)

The Class Notice should be approved as the best and most practicable way to ensure the greatest possible number of Class Members will receive notice. Plaintiffs respectfully request that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Parties' Settlement Agreement. (Manus Decl., ¶ 38.)

III. CONDITIONAL CERTIFICATION OF THE CLASS

The proposed Settlement seeks conditional certification of a Class. The certification of the Class is essential to the Settlement. California public policy favors the use of the class action device. (*Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 469.) California Code of Civil Procedure section 382 authorizes class suits in California when "the questions is one of the common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the courts, one or more may sue or defend for the benefit of all." To obtain certification, a party must establish the existence of both an ascertainable class and a well-defined community of interest among class members. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435.) The "community of interest" requirement depends on three factors: (1) whether common issues of law or fact predominate; (2) whether the Class Representative has claims that are typical of the class; and (3) whether the Class Representative will adequately represent the class. (*Richmond*, *supra*, 29 Cal.3d at p. 470.)

Because the policy of favoring use of class actions is so strong, any doubts as to the appropriateness of class treatment must be resolved in favor of certification, subject to later modification. (*Richmond*, *supra*, 29 Cal.3d at pp. 473-475.) Except in extraordinary circumstances, which are not present here, the trial court does not weigh the merits of the claims in ruling on a motion for class certification. (*Linder*, *supra*, 23 Cal.4th at p. 443.)

Courts should apply a lesser standard of scrutiny when reviewing certification of a class for settlement than when determining the propriety of class certification for litigation. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, n.19.) This reduced standard reflects the fact that a class settlement foregoes further litigation and thus does not require that Plaintiff prove that the class-wide prosecution of the case would be manageable at trial. (*Ibid.*)

A. The Proposed Class is Ascertainable and Numerous.

For a class to exist, the class description must be sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member of the proposed class by reference to objective criteria. (*Clothesrigger, Inc. V. GTE Corp.* (1987) 191 Cal.App.3d 605, 617.) Further, the class must contain enough members that joinder of all individuals is impractical. (Code Civ. Proc. § 382; see, e.g., *Hebbard v. Colgrove* (1972) 28 Cal.App.3d 1017, 1030 [class of 28 members held sufficient number to maintain a class action].)

Here, the Class definition is sufficiently specific to enable potential Class Members and the Court to identify the Class Members, all of whom have indeed been identified by Defendant's employment and payroll records. There are approximately 320 Class Members, which is sufficient to satisfy numerosity requirements. (Manus Decl., ¶ 14.)

B. Common Issues of Law or Fact Predominate

In assessing whether common issues predominate over individual issues, it is not necessary that the class members' claims, or their circumstances be identical. Rather, the test of predominance is whether the common issues would be "the principal issues in any individual action, both in terms of time to be expended in their proof and of their importance, [so] that if a class suit were not permitted, a multiplicity of legal actions dealing with identical basic issues would be required in order to permit recovery by each [absent class member]." (*Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 810; see, e.g., *Los Angeles Fire & Police Protective League v. City of Los Angeles* (1972) 23 Cal.App.3d 67, 74 [in an overtime action, the fact that there were 19 different subgroups of employees did not preclude finding that common issues predominated].)

Common questions of law and fact predominate here, as the main issues involve the legality of Defendant's employment policies regarding Plaintiffs' claims for failure to pay all wages, failure to pay all minimum and overtime wages, failure to provide all meal and rest periods, failure to pay all sick time, failure to reimburse business expenses, failure to provide all accurate itemized wage statements, failure to timely pay wages at termination or during employment, failure to maintain records, and alleged violations of California Business & Professions Code sections 17200, *et seq*. Whether each Class Member might be required to ultimately justify an individual claim does not preclude maintenance of a class action. (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

Plaintiffs assert that these are all policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims on a class wide basis consists largely of Defendant's policies, payroll records, time records and the forms of wage statements given to Defendant's non-exempt employees. (Manus Decl., ¶ 15.)

C. Plaintiffs' Claims Are Typical of the Class Claims

Typicality means that the class representative's claims are similar to those of the class members. The interests of a class representative need not be identical to those of other class members; a class representative must simply be similarly situated. (*B.W.I. Custom Kitchen v.*

Owens-Illinois, Inc. (1987) 191 Cal.App.3d 1341, 1347; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Here, the proposed Class Representatives worked for Defendant as a non-exempt employee under Defendant's uniform employment policies applicable to all non-exempt employees during the Class Period, defined as the period from October 23, 2019, to May 13, 2025. Plaintiffs were subject to the same employment policies and practices as other Class Members. (Manus Decl., ¶¶ 15-16.) Accordingly, Plaintiffs' claims are typical of those of other Class Members. (*Id*.)

D. Adequacy of Representation

The requirement that a plaintiff adequately represent the class is met by fulfilling two conditions: (1) the named plaintiff must be represented by counsel qualified to conduct the pending litigation; and (2) there are no disabling conflicts of interest between the class representative and the class. (*McGhee v. Bank of America* (1976) 60 Cal. App. 3d 442, 450.)

Here, the firms representing the Plaintiffs have a great deal of experience in wage and hour class action litigation and has been approved as Class Counsel in numerous other wage and hour class actions. (See Manus Decl., ¶¶ 39-45.; Declaration of Mehrdad Bokhour ("Bokhour Decl."), ¶¶ 4-7; Declaration of Joshua Falakassa ("Falakassa Decl."), ¶¶ 4-8).

The Class Representatives have agreed to act as such and understand their responsibilities. (See Declaration of Isahia Morales ("Morales Decl."), ¶¶ 5-6; Declaration of Jose Smith ("Smith Decl."), ¶¶ 4, 9-10, 15, filed herewith.) The Class Representatives have no claims or other interests that are antagonistic to the Class. (Manus Decl., ¶ 16.)

IV. PRELIMINARY APPROVAL OF SETTLEMENT

Any settlement of class litigation must be reviewed and approved by the court. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) When a class action is provisionally settled prior to class certification, certification and settlement approval occur simultaneously. (*Ibid*.)

This is done in two steps: (1) a preliminary review by the trial court; and (2) a final review after notice has been distributed to the class members for their comment or objections. (Cal. Rules of Court, rule 3.769.) First, a party to the settlement moves for "preliminary approval of the settlement." (*Id.* at subd. (c).) The court then approves or denies "certification of a provisional settlement class." (*Id.* at subd. (d).) If preliminary approval is granted, the court sets a final approval hearing and provides for notice to be given to the class. (*Id*. at subd. (e).)

At the final approval hearing, "the court must conduct an inquiry into the fairness of the proposed settlement." (*Id*. at subd. (g).) The court enters judgment thereon if it finds the settlement agreement to be fair. (*Id*. at subd. (h).)

In determining whether to preliminarily approve a settlement, the court should consider "the strength of Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, of a governmental participant, and the reaction of the class members to the proposed settlement." (*Ibid*.) The court must also take into consideration "the most important factor [which] is the strength of the case for the Plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Footlocker Retail Inc.* (2008) 168 Cal.App.4th 116, 118)

The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. (Manus Decl., ¶¶ 21-22.) The Settlement represents a fair and reasonable value of all claims. (*Id*.) There is no claim form required so all Class Members will be paid unless they opt out, and there is no reversion to Defendant. (*Id*.) Finally, the only governmental involvement in this case is the existence of a PAGA claim, and Plaintiff has notified the LWDA of this Settlement. (*Id*. at ¶¶ 13, 50.) The Settlement Amount balanced against the merits of Plaintiff's case is reasonable. (*Id* at ¶ 22.)

A. The Presumption of Fairness

"[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation." (*Dunk, supra,* 48 Cal.App.4th at 1801.) Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In other words, there is a presumption that the negotiations were conducted in good faith. (*Id.* at 1802.)

Here, the Settlement was reached through arm's-length negotiation with an experienced, highly regarded neutral mediator, Kelly a. Knight, Esq. Before mediation, the Parties engaged in informal discovery. To prepare for the mediation, Defendant provided extensive documentation of its policies and practices and data related to the claims asserted in this case, including pay and time data for Class Members. Plaintiffs hired an expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and an exposure analysis for the mediation. (Manus Decl., **Exhibit 4** [Declaration of Jarrett Gorlick of Berger Consulting Group].). The Parties agreed on the proposed settlement subsequent to the mediation after negotiations conducted through the mediator. (Manus Decl., ¶¶ 18, 20.)

The Settlement here provides pro rata distribution to Class Members based upon their number of Workweeks. Accordingly, the Settlement treats the Class Members equitably, and the proposed distribution plan supports preliminary approval. (Manus Decl., ¶ 19.)

The firms representing the Class has a great deal of experience in wage and hour class action litigation and has been approved as class counsel in numerous other wage and hour class actions. (See Manus Decl., ¶¶ 39-45.; Bokhour Decl., ¶¶ 4-7; Falakassa Decl., ¶¶ 4-8).) Based on that experience, the information produced by Defendant, and the expert's calculations, Counsel was able to negotiate a sizable recovery for the Class Members.

B. Reasonable Based on Objective Evidence

The Settlement that has been reached, subject to this Court's approval, is the product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. Such investigation included the exchange of information and documents through informal and formal discovery. Among other things, Class Counsel reviewed all relevant policy documents, interviewed numerous Class Members, and obtained all pay and time data for Class Members. The Parties' investigation also included preparing for and attending a full day of mediation with well-known mediator, Kelly A. Knight, Esq., an experienced mediator. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiffs on behalf of themselves, the Class, and the other allegedly aggrieved employees. (Manus Decl., ¶¶ 18, 20.)

Based on the documents and information provided by Defendant and their own independent investigation and evaluation, Class Counsel and Plaintiffs are of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. (Manus Decl., ¶ 21.)

The Settlement amount is, of course, a compromise figure. Plaintiffs considered the risks that the Class would not be certified, the risks related to proof of Plaintiffs' claims, and the strengths and weaknesses of Defendant's other defenses. Plaintiffs also considered the possibility that if a settlement were reached after additional years of litigation, the great expenses and attorneys' fees of litigation would reduce the amount of funds available to Class Members for settlement. Furthermore, Plaintiffs took into consideration the time delay and financial repercussions of liability trials, numerous damages trials, and the possibility of an appeal by Defendant. (*Id*. at ¶¶ 22.)

For the Class claims, the Parties in this matter have agreed to the amount of $850,000,[2] exclusive of the employer's portion of payroll taxes and fees, on a class-wide basis, with no claim form requirement and no residual to revert to the Defendant. (*Id*. at ¶ 7.) Based on Plaintiffs' expert's analysis for mediation, the case had a reasonable, realistic potential value of approximately, <u>$1,279,252</u> for the underlying Labor Code claims and $415,280 for the PAGA penalties, for a total case value of <u>$1,694,532</u>. The Gross Settlement Amount of $850,000 represents approximately **50%** of the overall value including PAGA penalties, which

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[2] $40,000 of the $850,000 Gross Settlement Amount is apportioned to the PAGA civil penalties claim. (Manus Decl., ¶ 8.)

demonstrates that the settlement is fair and reasonable. (*Id*. at ¶¶ 7, 23-35.)

C. Limited Standing to Object to Proposed Settlement

Non-settling parties or third parties sometimes attempt to object to settlements, but the right of non-settling parties to object even at the final settlement approval hearing, let alone the preliminary approval hearing, is quite limited. Generally, only class members have standing to object to a proposed settlement. "Beginning from the unassailable premise that settlements are to be encouraged, it follows that to routinely allow non-Class Members to inject their concerns via objection at the settlement stage would tend to frustrate this goal." (*Gould v. Alleco, Inc.* (4th Cir. 1989) 883 F.2d 281, 284.) Accordingly, any non-parties are not allowed to object to this proposed Settlement.

V. THE PAGA PORTION IS FAIR AND REASONABLE

The settlement of a PAGA claim requires court approval. (Labor Code § 2699, subd. (l)(2) ["The superior court shall review and approve any settlement of any civil action pursuant to this part"].) However, a PAGA claim is not considered a class action but a law enforcement action, and, accordingly, the settlement thereof does not have to meet the requirements of a class action. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-988 [affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim]; *Gutilla v. Aerotek, Inc.* (E.D. Cal. Mar. 22, 2017) No. 115CV00191DADBAM, 2017 WL 2729864, at *3; *Pedroza v. PetSmart, Inc*. (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15.) A court reviewing a PAGA settlement need only "ensur[e] that a negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

Here, the Parties allocate $40,000 for resolution of Plaintiffs' PAGA claims. Of this amount, 25%, or $10,000, will be distributed to PAGA Members. (Manus Decl., ¶ 32, Ex. 1, pp. 6-7, 16.) At the time of mediation, Plaintiffs estimated approximately 182 PAGA Members who worked a total of approximately 5,352 PAGA Workweeks. (*Id*. at ¶ 33.)

The release of Settled PAGA Claims is limited to those claims specifically made and investigated in connection with this lawsuit for the relevant PAGA Period (defined as the period from April 23, 2023, through May 13, 2025.) (Manus Decl., Ex. 1, p. 14.) The amount of PAGA

Penalties allocated here provides a comparable, and at times, larger allocation to the LWDA than those approved in other settlements. (See, e.g., *Viceral v. Mistras Grp. Inc*. (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8 [approving an allocation of $20,000 of a $6,000,000 settlement to the PAGA civil penalties]); *In re Uber FCRA Litig*. (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL 2806698, at *2 [approving an allocation of $7,500 of a $7,500,000 settlement to the PAGA civil penalties].)

The proposed PAGA Penalties portion of the Settlement is both just and in the public's interest. The Parties believe and agree that the settlement provides for a fair, adequate, and reasonable resolution of the representative PAGA claim. The Parties also believe that the proposed Settlement is to the advantage of the State of California and the Aggrieved Employees when considering the time and expense necessary to complete protracted litigation which, regardless of the verdict, would undoubtedly be subject to further significant delay and expense pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It also provides a small sum to each PAGA Member on a pro-rata basis based on the number of PAGA Pay Periods they worked during the PAGA Period. (Manus Decl., ¶ 33, Ex. 1, p. 17.) Furthermore, public policy strongly favors the settlement of litigation. (*Consumer Advoc. Grp., Inc. v. Kintetsu Enterprises of Am.* (2006) 141 Cal.App.4th 46, 63.)

The benefit provided by the proposed PAGA Penalties portion of the Settlement is substantial and easily falls within the range of reasonableness. The Settlement fulfills the purposes of the PAGA, and, by any measure, is fair, adequate, and reasonable.

VI. THE CLASS REPRESENTATIVES' ENHANCEMENT AWARDS ARE REASONABLE

"At the conclusion of a class action, the class representatives are eligible for a special payment in recognition of their service to the class." 5 Newberg on Class Actions § 17:1 (5th ed.). Plaintiffs request a reasonable enhancement payment for their efforts and initiative in bringing and helping to prosecute this class action.

As an initial matter, Plaintiffs' courage in proceeding with their class-wide claims should not be underestimated. By suing Defendant, Plaintiffs increased their risk of retaliation by prospective employers, who must choose between an applicant who has never sued a prior employer and one who has. (Morales Decl., ¶ 12; Smith Decl. ¶ 13).

Plaintiffs have devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. (Manus Decl., ¶ 49; Morales Decl., ¶¶ 9-10; Smith Decl. ¶¶ 9-10). Both before and after filing, Plaintiffs conferred with Class Counsel to discuss every aspect of this case. (Morales Decl., ¶ 10). Plaintiff Smith has invested approximately 25-30 hours in this action thus far. (Smith Decl., ¶ 9). Plaintiffs have provided Class Counsel with information about Defendant, reviewed documents, consulted Class Counsel throughout the litigation, participated in the mediation process, and reviewed and signed the settlement agreement. (Morales Decl., ¶ 10; Smith Decl. ¶¶ 9-10).

Plaintiffs have spent a significant amount of time with Class Counsel detailing her knowledge of Defendant's practices. Plaintiffs have diligently, adequately, and fairly represented the Class Members, and has not placed their interests above any member of the putative Class. This sort of payment to a Class representative has been a common feature of settlements negotiated by Class Counsel and routinely approved by courts. The Enhancement Awards of $10,000 to each of the two named Plaintiffs (for a total of $20,000) is fair and reasonable. (Manus Decl., ¶ 49; Morales Decl., ¶ 18; Smith Decl. ¶¶ 1-15).

VII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS IS REASONABLE AND SHOULD BE APPROVED

Class Counsel respectfully requests, without opposition from Defendants, an award of attorneys' fees of no more than Two Hundred Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($283,333.33), one-third of the Gross Settlement Amount[3] and reasonable litigation costs, not to exceed $50,00.00, subject to approval by the Court. (Manus Decl. ¶¶ 8, 46, Ex. 1 p. 15).

Class Counsel submits it has the requisite experience, knowledge, and resources to serve as Class Counsel and to zealously represent the Class. (Manus Decl., ¶¶ 44-45; Bokhour Decl.,

[3] Class Counsels' Joint Prosecution and Fee and Cost-Sharing Agreement provides that 50% of the fees awarded by the Court will be paid to D.Law, Inc., 25% will be paid to Bokhour Law Group, P.C., and 25% will be paid to Falakassa Law. P.C. (Manus Decl. ¶ 48.)

¶¶ 8-11, 14; Falakassa Decl., ¶¶ 9-12). Class Counsel has incurred substantial hours in prosecuting this action on a contingency basis and will not receive any compensation for their efforts until recovery is obtained for the Class. In addition, Class Counsels' efforts in reaching the Settlement on behalf of the Class will confer a significant benefit to the Class. As such, the requested award of attorneys' fees and costs is reasonable.

VIII. REQUESTED RELIEF

Plaintiffs respectfully request that the Court, as part of the preliminary approval process, do the following:

1. Conditionally certify, for settlement purposes only, a Class consisting of all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period (defined as October 23, 2019, to May 13, 2025);
2. Appoint Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., Joshua S. Falakassa, Esq. of Falakassa Law, P.C., and Emil Davtyan, Esq., David Yeremian, Esq., Alvin B. Lindsay, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq., of D.Law, Inc. and/or any successor(s) thereof as Class Counsel;
3. Appoint Named Plaintiffs Isaiah Morales and Jose Smith as the Class Representatives;
4. Order preliminary approval of the proposed Settlement on a class-wide basis, order directing the Class Notice to be given to the Class, and set a hearing for final approval of the proposed Settlement;
5. Appoint Phoenix Class Action Administration Solutions as the Settlement Administrator to handle the notice and claims procedures as set forth in its proposal and the Settlement Agreement; and
6. Approve the PAGA portion of the Settlement.

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IX. CONCLUSION

Based upon the foregoing, Plaintiffs respectfully request that the Court grant this motion for Preliminary Approval of Class Action and PAGA Settlement and enter the proposed Order.

Respectfully Submitted,

Dated: December 12, 2025

D.LAW, INC.

By: ______________________

Enoch J. Kim, Esq.
Marta Manus, Esq.
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