

ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NO.: 249834	<i>FOR COURT USE ONLY</i>
NAME: Kane Moon (249834); Allen Feghali (301080) S. Phillip Song (326572); Morgan S. Simpson (337325)			
FIRM NAME: Moon Law Group, PC			
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TELEPHONE NO.: (213) 232-3128	FAX NO.: (213) 232-3125		
E-MAIL ADDRESS: kmoon@moonlawgroup.com			
ATTORNEY FOR (name): Mark Velo			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara			
STREET ADDRESS: 191 North First Street			
MAILING ADDRESS: 191 North First Street			
CITY AND ZIP CODE: San Jose 95113			
BRANCH NAME: Downtown Superior Court			CASE NUMBER: 24CV441906
PLAINTIFF/PETITIONER: Mark Velo			JUDICIAL OFFICER: Hon. Theodore C. Zayner
DEFENDANT/RESPONDENT: Chicken Choice, Inc.			
OTHER:			
PROPOSED ORDER (COVER SHEET)			DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Mark Velo
2. Title of the proposed order:
Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement
 - b. Date and time: January 7, 2026, 1:30 p.m.
 - c. Place: Department 19
4. The proposed order was served on the other parties in the case.

Kane Moon

(TYPE OR PRINT NAME)

Handwritten signature

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Velo v. Chicken Choice, Inc.

CASE NUMBER:
24CV441906

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*): 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017

b. My electronic service address is (*specify*): kcastillo@moonlawgroup.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

- a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Mahesh Bajoria, Esq., attorney for Defendant Chicken Choice, Inc.
LAW OFFICES OF MAHESH BAJORIA
3155 Kearney Street, Suite 110
Fremont, CA 94538
- b. To (*electronic service address of person served*): mahesh@bajorialaw.com
- c. On (*date*): 1/6/2025

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 1/6/2025

Karen Castillo

(TYPE OR PRINT NAME OF DECLARANT)



/s/ Karen Castillo

(SIGNATURE OF DECLARANT)

Filed
January 22, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
24CV441906
By: afloresca

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1/22/2026 1:54:23 PM

Attorneys for Plaintiff Mark Velo

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARK VELO, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

CHICKEN CHOICE, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24CV441906

[Hon. Theodore C. Zayner, Dept. 19]

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: January 7, 2026
Hearing Time: 1:30pm
Hearing Place: Department 19

Complaint Filed: June 26, 2024
FAC Filed: August 27, 2024
Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

1 The Court has before it Plaintiff's Motion for Preliminary Approval of Class Action and
2 PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the
3 supporting Declarations of Kane Moon, Plaintiff Mark Velo ("Plaintiff"), good cause appearing, and
4 in conformity with the Court's January 7, 2026 Tentative Ruling attached hereto as **Exhibit 1**,

5 **IT IS HEREBY ORDERED:**

6 1. The following Class is conditionally certified for purposes of settlement only: any
7 persons who worked for Defendant Chicken Choice, Inc. ("Defendant") in California as an hourly,
8 non-exempt employee during the time period from June 26, 2020 to June 17, 2025 (the "Class").

9 2. The Court grants preliminary approval of the settlement based upon the terms set
10 forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement,"
11 or "Agreement"). Capitalized terms shall have the definitions set forth in the Settlement Agreement.

12 3. The Settlement appears to be fair, adequate and reasonable to the Class. The
13 Settlement falls within the range of reasonableness and appears to be presumptively valid, subject
14 only to any objections that may be raised at the final approval hearing and final approval by this
15 Court.

16 4. Plaintiff Mark Velo ("Plaintiff") is conditionally approved as the Class
17 Representative for the Class.

18 5. The proposed Class Representative Service Payment of \$7,500.00 to Plaintiff for his
19 service as Class Representative is conditionally approved.

20 6. Moon Law Group, PC is conditionally approved as Class Counsel for the Class.

21 7. The proposed payment of Class Counsel Fees Payment in an amount not to exceed
22 \$81,666.67 and Class Counsel Litigation Expenses Payment for actual litigation costs to Class
23 Counsel in the amount not to exceed \$26,000.00 are conditionally approved.

24 8. A Final Approval hearing on the question of whether the Settlement Agreement, the
25 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class
26 Representative Service Payment should be finally approved as fair, reasonable and adequate as to
27 all Class Members who do not submit a valid and timely request to exclude themselves from the
28 class action Settlement ("Participating Class Members") is scheduled on the date and time set forth

1 in Paragraph 15 below.

2 9. The Court confirms ILYM Group, Inc. (“ILYM Group”) as the Administrator.

3 10. The proposed payment of Administration Expenses Payment, not to exceed
4 \$7,550.00, to ILYM Group for its services is conditionally approved.

5 11. The Court also hereby conditionally approves and orders payment from the Gross
6 Settlement Amount the Private Attorneys General Act of 2004 (“PAGA”) Penalties of \$15,000.
7 Sixty-five percent (65%) (i.e., \$9,750.00) of the PAGA Penalties will be paid to the California Labor
8 and Workforce Development Agency (“LWDA”) (i.e., the “LWDA PAGA Payment”) and the
9 remaining thirty-five percent (35%) (i.e., \$5,250.00) of the PAGA Penalties shall be distributed to
10 the Aggrieved Employees eligible to recover their Individual PAGA Payments. The Aggrieved
11 Employees consist of any person who worked for Defendant in California as an hourly, non-exempt
12 employee during the period from June 22, 2023 to June 17, 2025. The Administrator will calculate
13 each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share
14 of PAGA Penalties (i.e., \$5,250.00) by the total number of PAGA Pay Periods worked by all
15 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
16 Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for
17 any taxes owed on their Individual PAGA Payment.

18 12. The Court approves, as to form and content, the Notice of Class Action Settlement
19 and Hearing Date for Final Court Approval (“Class Notice”) as attached as **Exhibit A** to the
20 Settlement Agreement. The Court also approves the procedure for Class Members to participate in,
21 to opt out of, and to object to the Settlement as set forth in the Class Notice.

22 13. The Court directs the mailing of the Class Notice via first-class United States Postal
23 Service mail to Class Members in accordance with the implementation schedule set forth in
24 Paragraph 15 below. The Court finds the dates selected for the mailing and distribution of the Class
25 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and
26 provide the best notice practicable under the circumstances and shall constitute due and sufficient
27 notice to all persons entitled thereto.

28 14. To facilitate administration of the Settlement Agreement pending final approval, the

1 Court hereby enjoins Plaintiff and all Participating Class Members from filing or prosecuting any
2 claims, suits or administrative proceedings (including, but not limited to, filing claims with the
3 Division of Labor Standards Enforcement of the California Department of Industrial Relations)
4 released by the Settlement Agreement (i.e., the Released Class Claims) unless and until such
5 Participating Class Members have filed valid requests for exclusion with the Administrator and the
6 time for filing valid requests for exclusion with the Administrator has not elapsed.

7 15. The Court orders the following **Implementation Schedule** for further proceedings:

8 a.	Deadline for Defendant to submit Class Data to Administrator	Within fifteen (15) calendar days after entry of the Preliminary Approval Order
9 b.	Deadline for Administrator to mail the Class Notice to Class Members	Within fourteen (14) calendar days after Defendant's deadline to provide the Class Data to the Administrator
10 c.	Deadline for Class Members to Requests for Exclusion from Settlement or postmark objections to Settlement to the Administrator	Sixty (60) calendar days after initial mailing of the Class Notice (plus an additional 14 days for re-mailed notices)
11 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
12 f.	Deadline for Class Counsel to file Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
13 g.	Final Approval Hearing and Final Approval	July 8, 2026 at 1:30 p.m. in Department 19

20
21 **IT IS SO ORDERED.**

22 Dated: January 22, 2026

23 By:

24 
HONORABLE THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

Calendar Line 4

Case Name: Velo v. Chicken Choice, Inc.
Case No.: 24CV441906

The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner on January 7, 2026, at 1:30 p.m. in Department 19. The Court now issues its tentative ruling as follows:

I. Introduction

This is a putative class and representative action arising from alleged wage and hour violations. On June 26, 2024 plaintiff Mark Velo (“Velo” or “Plaintiff”) filed a Complaint against defendant Chicken Choice, Inc. (“Chicken Choice” or “Defendant”). On August 27, 2024, Plaintiff filed a First Amended Complaint against Chicken Choice.

Therein, Plaintiff asserts causes of action for (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; and (9) civil penalties under PAGA.

Plaintiff and Defendant have reached a settlement, and Plaintiff’s motion for preliminary approval of the settlement is now before the Court. The motion is unopposed.

II. Legal Standards for Settlement Agreements

A. Class Action

Generally, “questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*) [disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260].)

In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors such as the strength of the 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, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244-245 [internal citations and quotations omitted].)

In general, the most important factors is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole is fair, reasonable, and adequate to all concerned." (*Ibid.* [citation and internal quotation marks omitted].)

The burden is on the proponent of the settlement to show that it is fair and reasonable. However "a presumption of fairness exists where: (1) the settlement is reached through arms length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Wershba, supra*, 91 Cal.App.4th at p. 245 [citation omitted].)

B. PAGA

Labor Code section 2699, subdivision (1)(2) provides that "[t]he superior court shall review and approval any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Here, sixty-five percent of any penalties covered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining thirty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380 [overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639].)

Like its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72

Cal.App.5th 56, 76-77.) It must make this assessment “in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F.Supp.3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public”], [quoting LWDA guidance discussed in *O’Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F. Supp.3d 1110 (*O’Connor*)].)

The settlement must be reasonable considering the potential verdict value. (See *O’Connor*; *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016) No. 15-cv-02198-EMC, WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

III. Discussion

A. Provisions of the Settlement

This case has been settled on behalf of the Plaintiff and any person who worked for Defendant in California as an hourly paid, non-exempt employee during the time period from June 26, 2020 to June 17, 2025. (Mtn. at p. 1:2-5.) Defendant will pay a Gross Settlement Amount of \$245,000.00, which includes (a) Class Counsel Fees Payment of \$81,666.67 (1/3 of the Gross-Settlement Amount); (b) Class Counsel Litigation Expenses Payment not to exceed \$26,000.00 for reimbursement of litigation costs and expenses; (c) Class Representative Service Payment to Plaintiff not to exceed \$7,500.00; (d) Administration Expenses payment to ILYM Group, Inc., the Administrator, not to exceed \$7,550.00; (e) PAGA penalties of \$15,000, sixty-five percent of which (\$9,7500.00) will be made with the LWDA and thirty-five percent of which (\$5,250.00) shall be paid to Aggrieved Employees, on a pro rata basis; and (f) Defendant’s share of applicable payroll taxes. (Declaration of Kane Moon [“Moon Decl.”] at ¶ 27.)

After these deductions, the Net Settlement Amount of \$145,650.00 will be distributed to Participating Class Members who do not request exclusion, with an average payment

estimated at \$195.06 per member. (Moon Decl. at ¶ 28.) Each payment will be calculated by dividing the Net Settlement Amount (after Employer Payroll Taxes) by the total shifts worked by all Participating Class Members during the Class Period, then multiplying each member's shifts worked. (*Ibid.*) Each individual Class Payment will be allocated as follows: ten percent to wage claims (Wage Portion) subject to tax withholding and reported on IRS W-2 Form and 90 percent to claims for interest and penalties (Non-Wage Portion). (*Ibid.*) Eligible Aggrieved Employees will receive payments based on their proportional share of pay periods worked during the PAGA Period. (Moon Decl. at ¶ 29.) The Administrator will calculate Individual PAGA Payments by dividing the Aggrieved Employees' 35 percent share of PAGA Penalties (\$5,250.00) by the total PAGA Pay Periods worked by all Aggrieved Employees, then multiplying each individual's PAGA Pay Periods worked. (*Ibid.*) Aggrieved Employees shall assume full responsibility and liability for any taxes owed on their individual PAGA payment. The Court approves of this designation. (*Ibid.*)

Defendant is required to deliver Class Data to the Administrator within fifteen days after Preliminary Approval of the Settlement. (Moon Decl. at ¶ 30.) The data will be in Microsoft Excel format. The Administrator must maintain confidentiality of the Class Data and use it only for settlement purposes and restricting access to necessary employees. (*Ibid.*) Defendant has a continuing duty to notify Class Counsel immediately if Class Data omits identifying information and provide corrected data promptly. (*Ibid.*) Parties must use best efforts to resolve any issues with missing data without extending the delivery deadline. (*Ibid.*) The Administrator must notify Class Counsel within three business days of receiving Class Data, stating the number of Class Members, PAGA Member Shifts, and PAGA Pay periods, send Class Notice with Spanish translation to all Class Members within fourteen days of receiving Class Data, ensure the first page prominently displays estimated payment amounts and calculation basis, and update addresses using National Change of Address database before mailing. (Moon Decl. at ¶ 31.) For undelivered notices, the Administrator must re-mail the notice within three business days, conduct a Class Member Address search and re-mail to the most current address. (*Id.* at ¶ 33.) No further attempts are required if notices are returned undelivered a second time. (*Ibid.*)

Defendant shall fund the Gross Settlement Amount in two equal installment payments of \$122,500.00 each. (Moon Decl. at ¶ 43.) The first payment is due within sixty days of the Effective Date, and the second payment is due within 6 months after the first payment. (*Ibid.*) Within fourteen days of funding the Gross Settlement Amount, the Administrator will mail checks for all payments including Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses, Class Counsel Fees and Expenses, and Class Representative Service Payment. (*Ibid.*)

Plaintiff, Class Members, and Class Counsel will release Defendant on the effective date upon which Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of Individual Class Payments. (Settlement Agreement at ¶ 5.) Plaintiff and the related parties will release Defendant from all claims that occurred during the Class Period including claims alleged or that could have been alleged based on facts in the operative Complaint, and all PAGA claims alleged or that could have been alleged based on facts in the operative Complaint, Plaintiff's PAGA Notice, or ascertained during this action. (*Id.* at ¶ 5.1.) The release does not extend to claims to enforce the Agreement; claims for vested benefits; unemployment benefits; disability benefits; social security benefits; workers' compensation benefits that arose at any time; and claims based on occurrences outside the Class Period. (*Ibid.*) The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

B. Fairness of the Settlement

Plaintiff contends the Court should grant preliminary approval of the Agreement because it is fair, reasonable and adequate. (Mtn. at pp. 10:11-11:2.) Plaintiff's counsel explains that the parties participated in mediation with Mediator Steve Serratore, Esq. on April 17, 2025. (*Id.* at p. 1:23-24.) Prior to mediation, the parties engaged in informal discovery, and Defendant produced its employee handbook and time and payroll records for the putative Class. (*Id.* at p. 2:3-12.) Plaintiff's counsel provides an analysis of the estimated potential recovery on the class claims. (*Id.* at pp 12:5-13:11.) According to this analysis, Defendant's

estimated total maximum exposure is \$2,010,414.99. (Moon Decl. at ¶ 73.) Counsel provides a breakdown of this amount by claim.

The Gross Settlement Amount of \$245,000.00 represents twelve percent of Defendant's estimated total maximum exposure. (Moon Decl. at ¶ 73.) Therefore, the proposed settlement is within the general range of percentage recoveries that California courts have found to be reasonable. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal. Feb. 18, 2022) No. 1:19-cv-00062-DAD-EPG, 2022 U.S. Dist. LEXIS 30201, at *41-42 [citing cases approving settlements in the range of 5 to 35 percent of the maximum potential exposure].) In addition, the Court finds that Plaintiff's counsel has adequately explained the reasoning behind the settlement amount, including that it exceeds the maximum realistic exposure at trial by approximately twenty-six percent.

The Court has reviewed Plaintiff's written submissions and is satisfied that the settlement is fair and may be approved.

C. Service Award, Fees, and Costs

Plaintiff seeks a service award not to seek \$7,500.00.

The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395 [internal punctuation and citations omitted].) Incentive awards are particularly appropriate where a plaintiff undertake a significant reputational risk in bringing an action against an employer. (*Covillo v. Specialty's Café* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 29837, at *29.)

Plaintiff has provided a declaration describing his participation in this action and his understanding of his responsibilities as class representative. (See Declaration of Mark Velo [“Velo Decl.”].) Plaintiff estimates he has spent approximately 23 hours of his time in connection with this case. (Velo Decl. at ¶ 5.) The Court is inclined to approve a service award.

The Court also has an independent right and responsibility to review the requested attorneys fees and only awards so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Plaintiff’s counsel will seek attorneys fees of up to one third of the Gross Settlement Amount (\$81,666.67). (Moon Decl. at ¶ 27.) Prior to the final approval hearing, Plaintiff’s counsel shall submit lodestar information (including hourly rate and hours worked) as well as evidence of actual litigation costs incurred and settlement administration costs.

D. Conditional Certification of Class

Plaintiff requests that the class be conditionally certified for purposes of the settlement. (Mtn at p. 13:12-25.) Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing.” California Code of Civil Procedure section 382 authorizes a certification of a class “when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court” As interpreted by the California Supreme Court, section 382 requires: (1) an ascertainable class; and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326 (*Sav-On*).)

The “community-of-interest requirement encompasses three factors: (1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (*Sav-On, supra*, 34 Cal.4th at p. 326.) “Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing.” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the

burden of establishing that class treatment will yield “substantial benefits” to both “the litigants and to the court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.) As explained by the California Supreme Court:

The certification question is essentially a procedural one that does not ask whether an action is legally or factually meritorious. A trial court ruling on a certification motion determines whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.

(*Sav-On, supra*, 34 Cal.4th at p. 326 [internal punctuation and citations omitted].)

Plaintiff states there are approximately 505 class members who can be identified from a review of Defendant’s records. (Moon Decl. at ¶ 75.) There are common questions regarding whether class members were subjected to common practices that violated wage and hour laws. No issue has been raised regarding the typicality or adequacy of Plaintiff as class representative. Therefore, the Court finds the proposed class should be conditionally certified for settlement purposes.

E. Class Notice

The content of a class notice is subject to court approval. “If the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in a manner specified by the court.” (Cal. Rules of Court, rule 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining the manner of the notice, the court must consider: “(1) the interests of the class; (2) The type of relief requested; (3) The stake of the individual class members; (4) The cost of notifying class members; (5) The resources of the parties; (6) The possible prejudice to class members who did not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule 3.766(e).)

Here, the form of the notice is generally adequate. It describes the lawsuit, explains the settlement, and leaves room to state the Individual Class Payment and Individual PAGA Payment for each putative class member. (Moon Decl., Exhibit 2A.) The notice also informs class members of the final fairness hearing. (*Ibid.*) The Agreement specifies that the notice

will be sent in English and in Spanish, which is appropriate given the large number of putative class members. (Moon Decl., Exhibit 2 at ¶ 7.4.2.)

Accordingly, the notice is approved.

IV. Conclusion

The motion for preliminary approval of the settlement is GRANTED.

A final approval hearing is set for July 8, 2026 at 1:30 p.m. in Department 19.

The Case Management Conference scheduled for 2:30 p.m. on January 7, 2026 is VACATED.

Plaintiff shall prepare the order in accordance with the California Rules of Court, rule 3.1312.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St, Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Mahesh Bajoria, Esq.
LAW OFFICES OF MAHESH BAJORIA
3155 Kearney Street, Suite 110
Fremont, CA 94538
Phone: (510) 791-9911
Fax: (510) 791-9912
mahesh@bajorialaw.com

Attorneys for Defendant Chicken Choice, Inc.

[✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **January 6, 2026** at Los Angeles, California.

Karen Castillo
Type or Print Name

/s/ Karen Castillo
Signature