

1 Arrash T. Fattahi (SBN 333676)
2 arrash.fattahi@wilshirelawfirm.com
3 Lisa B. Iturriaga (SBN 339678)
4 lisa.iturriaga@wilshirelawfirm.com
5 Arman A. Salehi (SBN 351112)
6 arman.salehi@wilshirelawfirm.com
7 **WILSHIRE LAW FIRM, PLC**
8 660 S. Figueroa Street, Sky Lobby
9 Los Angeles, CA 90017
10 Telephone: (213) 381-9988
11 Facsimile: (213) 381-9989

12 *Attorneys for Plaintiff*

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN FRANCISCO**

17 ARMANI POWELL, individually, and on behalf
18 of all others similarly situated,

19 Plaintiff,

20 vs.

21 NORTHEASTERN UNIVERSITY, a
22 corporation; and DOES 1 through 10, inclusive,

23 Defendants.

Case No.: CGC-24-614228

Assigned for all purposes to:
Hon. Jeffrey S. Ross
Dept. 613

**NOTICE OF MOTION AND
PLAINTIFF'S MOTION TO MODIFY
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 19, 2025
Time: 3:00 p.m.
Dept.: 613

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

2 **PLEASE TAKE NOTICE** that on December 19, 2025 at 3:00 p.m., or as soon thereafter
3 as the matter may be heard in Department 613 of the above-entitled Court, located at 400
4 McAllister St., San Francisco, California 94102, pursuant to California Code of Civil Procedure
5 § 382 and California Rules of Court, Rule 3.769, *et seq.*, Plaintiff Armani Powell (“Plaintiff”)
6 will move the Court for a modified Order granting preliminary approval of the proposed class
7 action settlement between Plaintiff and Defendant Northeastern University (“Defendant”).
8 Plaintiff further moves the Court for a modified Order:

- 9 1. Granting preliminary approval of the Class Action and PAGA Settlement
10 Agreement and Amendment to Class Action and PAGA Settlement Agreement
11 (collectively “Settlement” or “Settlement Agreement”);
12 2. Certifying a Class for settlement purposes;
13 3. Approving the Class Notice and postcard notice and the plan for distribution of the
14 Class Notice and postcard notice; and
15 4. Modifying the scheduling of events to reflect new deadlines and setting a new final
16 approval hearing.

17 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities,
18 the [Proposed] Modify Order Granting Preliminary Approval, the Declaration of Lisa B.
19 Iturriaga, and on all records and documents on file, together with such oral and documentary
20 evidence that may be presented at the hearing on this matter.

21
22 Dated: December 5, 2025

WILSHIRE LAW FIRM, PLC

23
24 By: *Lisa Iturriaga*

25 Arrash T. Fattahi
26 Lisa B. Iturriaga
27 Arman A. Salehi

28 Attorneys for Plaintiff

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On June 13, 2025, the Court granted Plaintiff Armani Powell's ("Plaintiff") Motion for
4 Preliminary Approval of Class Action and PAGA Settlement. Declaration of Lisa B. Iturriaga in
5 Support of Motion to Modify Order Granting Preliminary Approval of Class Action and PAGA
6 Settlement ("Iturriaga Decl.") at ¶ 3.

7 On September 10, 2025, Plaintiff and Defendant Northeastern University ("Defendant")
8 (collectively with Plaintiff, the "Parties") discovered that approximately seventy-nine (79)
9 individuals had been inadvertently omitted from the Class List. Iturriaga Decl. at ¶ 4. Consequently,
10 these individuals were omitted from the initial class notice mailing. *Id.* Thereafter, on September 11,
11 2025, the Parties filed a Joint Stipulation to Continue Motion for Final Approval Hearing Date and
12 Associated Deadlines to allow the Parties additional time to address the seventy-nine (79) individuals
13 that had been inadvertently omitted from the Class List and initial class notice mailing. *Id.*

14 On October 6, 2025, the Parties attended a Case Management Conference and discussed with
15 the Court the best procedure to proceed with to address the seventy-nine (79) individuals that had
16 been inadvertently omitted from the Class List and initial class notice mailing. Iturriaga Decl. at ¶ 5.
17 With the inclusion of the seventy-nine (79) individuals inadvertently omitted to the Class List, the
18 total Class Members increased to 1,661 and the total Work Weeks increased to 68,891, ultimately
19 triggering the escalator clause in Paragraph 8 of the Settlement Agreement. *Id.*

20 As such, on October 8, 2025, the Court issued an Order After October 6, 2025, Case
21 Management Conference ordering the parties to file the following:

22 " (1) the fully executed amendment to the settlement agreement, (2) the two
23 proposed notices: the corrective notice that will be sent to the original class members
24 and the notice that will be sent to the [79] class members who never received notice,
25 and (3) the motion to modify the preliminary approval order, which should address
26 the additional [79] class members, the additional hours worked, the change of the
27 gross settlement amount, the added cost for the additional notice, and the added cost
28 of the settlement administrator to administer the settlement. Two courtesy copies
should be delivered to Department 606¹ and a WORD version of the proposed order

1 This case remains assigned to Judge Jeffrey S. Ross, but will be heard in Department 613.

should be sent to Department 606. The Court will hear plaintiff’s motion on December 19, 2025, at 3:00 p.m.” Iturriaga Decl. at ¶ 6.

II. DISCUSSION

A. Fully Executed Amendment to the Settlement Agreement

The Parties fully executed the Amendment to Class Action and PAGA Settlement Agreement (the “Amendment”) on December 5, 2025. Iturriaga Decl. at ¶ 7, **Ex. 1**. Class Counsel submitted the Amendment to the LWDA before filing this Motion to Modify Order Granting Preliminary Approval of Class Action and PAGA Settlement. *Id.*, **Ex. 2**.

1. Key Terms of the Amendment

Section 12.9 of the Class Action and PAGA Settlement Agreement (“Initial Settlement Agreement”) allows for the “Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.” The Amendment’s key changed terms include:

1. Class Counsel: means “John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and Lisa B. Iturriaga of Wilshire Law Firm, PLC.” Settlement, § 1.6.

2. Class Counsel Fees Payment: means “an award of attorneys’ fees granted to Class Counsel and paid from the GSA, for which Plaintiff shall seek the Court’s approval, in an amount to not exceed 1/3 of the GSA, and which is currently \$890,974.57 (inclusive of the original \$833,333.33 attorneys’ fees plus the \$57,641.24 additional attorneys’ fees, due to the escalator clause in Paragraph 8 being triggered, to ensure attorneys’ fees are equivalent to 1/3 of the GSA).” Settlement, § 1.7.

3. Gross Settlement Amount (GSA): means “Two Million Six Hundred Seventy-Two Thousand Nine Hundred Twenty-Three Dollars and Seventy-Three Cents (\$2,672,923.73), which is the initial \$2,500,000.00 GSA plus \$172,923.73 due to the escalator clause in Paragraph 8 being triggered. The GSA is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, *infra*.” Settlement, § 1.22.

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1 4. Payments to the GSA: “The Administrator shall make and deduct the following
2 payments from the GSA, except as expressly outlined in section 3.3.3, in the amounts specified
3 by the Court in the Final Approval.” Settlement, § 3.3.

4 5. To the Administrator: “The Administrator Expenses Payment for actual costs, not
5 to exceed \$17,358.90 (\$13,900.00 to be deducted from the GSA and \$3,458.90 to be paid by
6 Defendant in addition to the increased GSA as provided in Paragraph 1.22) except for a showing
7 of good cause and as approved by the Court. To the extent the costs of administering the
8 Settlement are less than that sum, or should the Court approve payment in a sum less than that
9 requested, the Administrator shall retain the remainder in the NSA to be distributed to the
10 Participating Class Members.” Settlement, § 3.3.3.

11 6. Workweeks and PAGA Pay Periods: “Based on a review of its records, Defendant
12 represents there are approximately 1,661 Class Members, who collectively worked
13 approximately 68,981 Workweeks and there are approximately 1,533 Aggrieved Employees, who
14 collectively worked approximately 29,943 PAGA Pay Periods.” Settlement, § 4.1.

15 7. Released Class Claims: “Plaintiff and Participating Class Members shall fully and
16 finally release and discharge the Released Parties from all claims, rights, demands, liabilities, and
17 causes of action that are alleged in the Action, and which arose during the Class Period,
18 including the following claims: (i) failure to pay minimum and straight time wages; (ii) failure to
19 pay overtime wages; (iii) failure to provide meal breaks; (iv) failure to provide rest breaks; (v)
20 failure to timely pay final wages upon separation of employment; (vi) violation of California
21 Labor Code section 226; (vii) failure to reimburse necessary business expenses; and (viii) unfair
22 or unlawful business practices under California Business & Professions Code section 17200, et
23 seq. (collectively the “Released Class Claims”).” Settlement, § 5.2.

24 8. Released PAGA Claims: “Plaintiff, the Aggrieved Employees, and the LWDA
25 shall fully and finally release and discharge Northeastern from any and all claims for the
26 recovery of civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff
27 and/or the Aggrieved Employees had, or may claim to have, against the Released Parties, arising
28 out of the violations alleged in the Action, or the PAGA Notice submitted in connection with the

1 Action, which arose during the PAGA Period, including PAGA penalties for: (i) failure to pay
2 overtime compensation; (ii) failure to pay minimum and straight time wages; (iii) failure to
3 provide compliant meal and rest periods; (iv) failure to pay meal and rest period premiums; (v)
4 failure to pay all wages owed at discharge or resignation; (vi) failure to provide complete and
5 accurate wage statements; (vii) failure to reimburse necessary business-related expenses; and
6 (viii) violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512,
7 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et seq., and 2802 (collectively the
8 "Released PAGA Claims")." Settlement, § 5.3.

9 9. Escalator Clause: "The GSA is based on Defendant's representation that the Class
10 Members worked approximately 59,000 Workweeks. Should the final number of Workweeks
11 ultimately increase by more than 10% (i.e., more than 5,900 Workweeks, exceeding 64,900),
12 Defendant shall, at its sole discretion, have the option to: (i) increase the GSA on a pro rata basis
13 relative to the increase in Workweeks above 10% (for example, if the number of Workweeks
14 increases by 11% to 65,490, the GSA shall increase by 1% to \$2,525,000.00); or (ii) end the
15 Class Period on a date in which the Workweeks are equal to or less than 64,900 Workweeks.
16 The escalator clause was triggered and Defendant elected option (i), increasing the GSA by
17 \$172,923.73, for a total of \$2,672,923.73." Settlement, § 8.

18 **B. Two Proposed Notices Should Be Approved**

19 The Parties intend to send two notices to class members. One notice will be a Class Notice
20 to the 79 class members who never received notice. Their notice will be similar to the Class Notice
21 that was approved by this Court and sent to the original class members with changes that
22 correspond to the Amendment. These changes include, but are not limited to, the increased GSA,
23 the increased administrator costs, and the increased attorneys' fees to account for the 79 additional
24 Class Members and 9,981 additional Workweeks. Iturriaga Decl., **Ex. 3**.

25 The other notice or corrective notice will be a postcard that advises the original class
26 members of the increased GSA, increased attorneys' fees, increased administration costs, and new
27 final approval hearing date. Iturriaga Decl., **Ex. 4**.

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1 The proposed notices, in the form attached to the Declaration of Lisa B. Iturriaga as Exhibits
2 3 and 4, should be approved for dissemination to the Class. The notices informs the additional
3 Class Members of the terms of the settlement and of their rights to be excluded from the Settlement.
4 And if there are Class Members who wish to object to this proposed class action settlement, they
5 will have the opportunity to file their objections and be heard at the Final Approval Hearing. The
6 corrective notice informs the original Class Members of the updated terms of the settlement and
7 final approval hearing where they may be heard if they wish to object. Accordingly, the proposed
8 Notice meets all the requirements of Rule 3.769(f) of the California Rules of Court.

9 Further, although the settlement administrator cost has increased to \$17,358.90 the Class
10 will not be impacted by the additional costs. The original settlement administrator cost of
11 \$13,900.00 will still be deducted from the GSA but the additional \$3,458.90 in costs for the
12 administrator to send the proposed two notices will be paid by Defendant in addition to the
13 increased GSA as provided in Paragraph 1.22 of the Amendment. The added costs for the
14 additional notice and to administer the settlement is broken down in **Exhibit 6** attached to the
15 Declaration of Lisa B. Iturriaga.

16 **C. The Settlement is Fair and Reasonable**

17 The new GSA of \$2,672,923.73 (which is the initial \$2,500,000.00 GSA plus \$172,923.73
18 due to the escalator clause in Paragraph 8 being triggered) is still fair and reasonable because when
19 the escalator clause was triggered the GSA was increased based on the pro rata basis relative to the
20 increase in Workweeks above 10% as outlined in Paragraph 8 of the Settlement.

21 **D. The Proposed Attorneys' Fees and Costs Are Reasonable**

22 Under the Settlement, subject to the Court's approval, the Parties agreed to allocate
23 reasonable attorneys' fees in an amount to not exceed one-third (1/3) of the GSA, which is currently
24 \$890,974.57 (\$2,672,923.72 divided by 3) due to the GSA increasing when the escalator clause in
25 Paragraph 8 of the Settlement was triggered, and costs remain up to \$25,000.00. These amounts
26 are disclosed to all class members in the proposed notices and are reasonable.

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1 **III. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court modify the order
3 granting preliminary approval of the proposed settlement and set a Final Approval Hearing.

4 Dated: December 5, 2025

5 **WILSHIRE LAW FIRM, PLC**

6 By: *Lisa Iturriaga*
7 Arrash T. Fattahi
8 Lisa B. Iturriaga
9 Arman A. Salehi
10 Attorneys for Plaintiff