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on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KRISTINE GHUKASYAN, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

MANGO NY, INC., a Delaware
corporation; MANGO, an entity of unknown
form; and DOES 1 through 50, inclusive

Defendants.

Case No.: 24STCV18124

CLASS ACTION

Assigned for All Purposes To:

Hon. Theresa M. Traber

Dept.: 1

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

Date: October 22, 2026

Time: 10:30 a.m.

Dept.: 1

Original Complaint Filed: July 19, 2024

First Amended Complaint Filed: August 26, 2024

Second Amended Complaint Filed: March 18, 2026

Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on October 22, 2026, at 10:30 a.m. in Department 1 of the above-
2 entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs Kristine
3 Ghukasyan and Brianna Meneses (“Plaintiffs”), on behalf of themselves and all persons similarly
4 situated, will and hereby do move this Court pursuant to California Code of Civil Procedure § 382 and
5 California Rule of Court, Rule 3.769 for an order of final approval of the class action settlement, which
6 will accomplish the following: certify the Class for settlement purposes only; approve the class action
7 settlement embodied in the parties’ Class Action and PAGA Settlement Agreement (“Settlement
8 Agreement” or “Settlement”); confirm Plaintiffs as the Class Representatives; confirm the appointment
9 of Class Counsel; approve the Class Representative Service Payments to the Class Representatives;
10 approve Class Counsel’s application for attorney’s fees and litigation costs; and enter judgment
11 approving the class action settlement.

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

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

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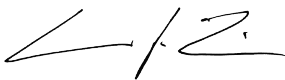
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1 Plaintiffs base this Motion on this Notice and the accompanying Memorandum of Points and
2 Authorities, the Declarations of Enoch J. Kim, Kristine Ghukasyan, Brianna Meneses, and Missy Carey
3 from Apex Class Action, LLC, the complete pleadings, records and files in the case, and such other
4 further oral and documentary evidence which may be submitted at or before the hearing on this Motion.
5

6 DATED: September 28, 2026

D.LAW, INC.

7
8 By:  _____

Enoch J. Kim

Arianna N. Razi

Attorneys for Plaintiffs KRISTINE GHUKASYAN
and BRIANNA MENESES on behalf of themselves
and others similarly situated

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On May 18, 2026, this Court entered an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement ("Preliminary Approval Order") of the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into by plaintiffs Kristine Ghukasyan and Brianna Meneses ("Plaintiffs") on behalf of all persons who worked for Defendant Mango NY, Inc. ("Defendant") (collectively, "the Parties") in California as non-exempt employees at any time during the Class Period, which is the period from July 19, 2020, through September 26, 2025 ("Class Members" or "Class"). Under the Settlement, the wage and hour claims of 231 Class Members who did not opt out ("Participating Class Members") will be resolved for \$300,000.00.

Notice of the Settlement was distributed in accordance with the Court's Preliminary Approval Order, and the response was excellent. **Zero Class Members objected** to the Settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **zero opted out** of the Settlement. (Declaration of Enoch J. Kim ("Kim Decl."), ¶ 12; Declaration of Missy Carey ("Carey Decl."), ¶¶ 11-13.) The fact that there was a 100% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the Settlement agree that this is an outstanding result and a strong indication that the Settlement is fair and adequate. (Kim Decl., ¶ 13.) The average Individual Class Payment is estimated to be approximately **\$551.04 per Participating Class Member**, the highest payment is estimated to be approximately **\$2,217.00**, and the lowest payment is estimated to be approximately **\$20.92**. (Carey Decl., ¶ 17.) In the opinion and experience of Class Counsel, the Settlement is fair, adequate, and reasonable and will convey a substantial benefit to all Class Members. (Kim Decl., ¶ 13.)

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

¹ To the extent any capitalized term is not defined in this motion, Plaintiffs intend for the definition in the Parties' Settlement 1.

D.Law, Inc. as Class Counsel; (5) approving Class Counsel’s application for attorneys’ fees of \$100,000.00 (“Class Counsel Fees Payment”) and reasonably incurred litigation costs of \$20,325.85 (“Class Counsel Litigation Expenses Payment”); (6) approving the service payment to Plaintiffs in the amount of \$10,000.00 to Plaintiff Kristine Ghukasyan and \$5,000.00 to Plaintiff Brianna Meneses (for a total of \$15,000.00) (“Class Representative Service Payments”); (7) approving the payment of the Administrator’s invoice for costs of administration in the amount of \$7,385.00 (“Administration Expenses Payment”); and (8) approving the PAGA Penalties consisting of \$30,000.00, with 65% or \$19,500.00 allocated to the California Labor and Workforce Development Agency (“LWDA”), and 35% or \$10,500.00 allocated to the Aggrieved Employees and distributed on a *pro rata* basis (“Individual PAGA Payment”). (Kim Decl., ¶ 8.)

A. PROCEDURAL HISTORY

1. Plaintiffs’ Claims

On July 19, 2024, Plaintiff Ghukasyan commenced a Class Action by filing a Complaint alleging causes of action against Defendant and MANGO, an entity of unknown form, for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal-Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245 *et seq.* and 246; (7) Reimbursement of Necessary Expenditures Under Labor Code § 2802; (8) Violation of Labor Code § 226(a); (9) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (10) Penalties pursuant to Labor Code § 203; and (11) Violation of Business & Professions Code § 17200 *et seq.* (the “Action”). (Kim Decl., ¶ 3.)

Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Ghukasyan gave timely written notice to Defendant and California’s Labor and Workforce Development Agency (“LWDA”) by sending her PAGA Notice on June 20, 2024 (LWDA-CM-1035331-24). (*Id.* at ¶ 4.) Plaintiff Ghukasyan filed her First Amended Complaint, which adds a twelfth cause of action for Penalties Pursuant to Labor Code § 2699, *et seq.* on August 26, 2024. (*Id.*)

Agreement to be used. To the extent there are any conflicts between the definitions in the parties’ Settlement Agreement and this motion, the definition in the Settlement Agreement controls.

1 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to the
2 LWDA by sending their amended PAGA Notice on February 5, 2026 (LWDA-CM-1035331-24). (*Id.*
3 at ¶ 5.) Plaintiffs subsequently filed their Second Amended Class Action Complaint (“Operative
4 Complaint”), which adds Brianna Meneses as a named Plaintiff and Class Representative on March 18,
5 2026. (*Id.*)

6 The Parties agreed to explore early resolution via mediation and engaged in informal discovery
7 prior to mediation. (Kim Decl., ¶ 6.) After exchanging and reviewing informal discovery and
8 participating in mediation, the Parties reached a settlement after engaging in additional settlement
9 discussions with the mediator. (*Id.*) On May 18, 2026, this Court entered an Order Granting Plaintiffs’
10 Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement (“Preliminary
11 Approval Order”). (*Id.*)

12 2. Plaintiffs’ Investigation²

13 Before filing the lawsuit, Class Counsel investigated and researched the facts and
14 circumstances underlying the pertinent issues and the law applicable thereto. This required thorough
15 discussions and interviews between Class Counsel and Plaintiffs, as well as preliminary research into
16 the various legal issues involved in the case.

17 Class Counsel conducted a thorough investigation of the facts and claims giving rise to the
18 action, including (1) conducting informal discovery and meeting and conferring with defense counsel
19 about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3)
20 reviewing Plaintiffs’ personnel file and other documentation; (4) interviewing Plaintiffs regarding
21 potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing
22 damage models based on interpretations of California law and the facts and numbers provided by
23 Defendant; and (7) reviewing information provided by Defendant in response to informal discovery and
24 in advance of mediation.

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

1 **B. MEDIATION**

2 On September 15, 2025, the Parties participated in an all-day mediation with mediator Jason
3 Marsili, a respected and highly experienced mediator in wage and hour class actions. (Kim PA Decl., ¶
4 8.) During mediation, counsel for Plaintiffs and Defendant discussed all aspects of the case, including
5 the risks of litigation and the risks to both of the Parties, as well as the law and how it applied to the
6 facts of this case. (*Id.*) Despite productive negotiations, the Parties were unable to reach a resolution
7 that day. (*Id.*) With the continued assistance of mediator Marsili, the Parties continued negotiations and
8 ultimately reached an agreement on general settlement terms to resolve the lawsuit. (*Id.*) The Parties
9 continued to work together negotiating the long-form settlement terms following mediation, as set forth
10 in the Settlement Agreement. (*Id.*) The Settlement is the product of extensive arm's-length negotiations
11 between attorneys with substantial experience litigating class actions and wage and hour cases. (Kim
12 PA Decl., ¶¶ 74-79; Kim Decl., ¶ 7.)

13 **C. THE TERMS OF THE SETTLEMENT**

14 The amount available for distribution to Class Members who do not opt out of the Settlement
15 is the Gross Settlement Amount of \$300,000.00 less the following deductions: (1) Class Counsel Fees
16 Payment of \$100,000.00 to Class Counsel for attorneys' fees; (2) Class Counsel Litigation Expenses
17 Payment of \$20,325.85 for reimbursement of actual costs incurred; (3) up to \$10,000.00 to Plaintiff
18 Kristine Ghukasyan and \$5,000.00 to Plaintiff Brianna Meneses (for a total of \$15,000.00) ("Class
19 Representative Service Payments"); (4) \$7,385.00 for the settlement administration ("Administration
20 Expenses Payment"); and (5) PAGA Penalties consisting of \$30,000.00, with 65% or \$19,500.00
21 allocated to the LWDA, and 35% or \$10,500.00 allocated to the Aggrieved Employees and distributed
22 on a *pro rata* basis ("Individual PAGA Payment"). (Kim Decl., ¶ 8.)

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

24 Following the entry of the Preliminary Approval Order, the Parties directed Apex Class Action,
25 LLC ("Apex") to send out the Court Approved Notice of Class Action Settlement and Hearing Date for
26 Final Court Approval ("Class Notice"). (*See* Kim Decl., ¶ 10; *see also* Carey Decl., ¶ 4.) The notice
27 process occurred according to the Court's Preliminary Approval Order. Apex sent the Class Notices to
28 the last-known address of each individual listed in the Class Data. (Carey Decl., ¶ 7.) Of the 231

1 individuals who were sent Class Notices, Apex received 74 returned Class Notices as undeliverable,
2 and 70 Class Notices were re-mailed, with only 4 Class Notices deemed undeliverable. (Carey Decl.,
3 ¶¶ 8-9.) Here, the deadline for submitting a Request for Exclusion from Settlement, challenging the
4 number of Workweeks and/or PAGA Pay Periods, and objecting to the Settlement was July 31, 2026.
5 (Carey Decl., ¶¶ 11-13; Kim Decl., ¶ 12.) As of the deadline, **zero Class Members objected** to the
6 Settlement, **zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **zero opted out**
7 of the Settlement. (*Id.*)

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

9 **SETTLEMENT**

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

19 **A. CRITERIA FOR SETTLEMENT APPROVAL**

20 California Rule of Court 3.769 requires court approval of the settlement of class action
21 lawsuits. Preliminary approval is merely the first of three steps that comprise the approval procedure
22 for settlements of class actions. *See* Manual for Complex Litigation, Second §30.44 (1993); *Dunk v.*
23 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. The second approval step is the dissemination of
24 notice of the settlement to all Class Members. *Id.* The third step is a final settlement approval hearing,
25 at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement
26 may be presented and Class Members may be heard. *Id.*

27 The first two stages have been completed here. Now, at the final approval stage, the decision
28 facing the Court is whether the settlement is fair, adequate, and reasonable. *Wershba v. Apple Computer,*

1 *Inc.* (2001) 91 Cal. App 4th 224, 235. Among the relevant considerations in reaching this final
2 determination are (1) the strength of plaintiff's case balanced against the benefits of the settlement, and
3 (2) the complexity, expected duration, and expense of further litigation. *Id.*; *see also Dunk v. Ford*
4 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.

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

19 **B. THE SETTLEMENT AGREEMENT FULFILLS ALL FINAL APPROVAL**
20 **CRITERIA**

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

24 The Settlement is the result of extensive negotiations, conducted at arm's length, and informed
25 by substantial factual and legal investigations. (Kim Decl., ¶ 7.) Throughout this case, Plaintiffs and
26 Class Members have been represented by experienced counsel. (Kim PA Decl., ¶¶ 74-79.)

27 Class Counsel have devoted a substantial amount of time on this case, including but not limited
28 to researching various legal issues prior to and after filing this Action; drafting and reviewing pleadings;

1 conducting informal discovery; meeting and conferring with defense counsel; preparing for class
2 certification; reviewing and analyzing the documents produced by Defendant; regularly communicating
3 with Plaintiffs; preparing for and attending mediation; negotiating and finalizing the Settlement
4 Agreement, including several revisions thereof; drafting documents for preliminary and final approval,
5 including documents for the administration of the Settlement; and coordinating and overseeing the
6 administration of the Settlement. (Kim Decl., ¶ 33.)

7 Among those matters considered during the course of settlement negotiations were the risks,
8 expenses, and length of further litigation, including the appeals process; the present state of the law as
9 it applies to wage and hour class actions; the present value of a settlement versus the long wait
10 occasioned by any potential judgment in favor of the Class; and the burdens of proof necessary to
11 establish liability against Defendant's defenses to the Action. These factors each indicated that the
12 interests of Class Members are best served by a settlement of this Action as set forth in the Settlement
13 Agreement. Moreover, as experienced litigators in employment class action cases, Class Counsel
14 believes that the Settlement is fair and reasonable and serves the best interests of the Class Members.
15 (Kim PA Decl., ¶¶ 74-79; Kim Decl., ¶ 13.)

16 2. The Settlement is Reasonable and Therefore Falls within the Range of
17 Approval by this Court.

18 Significant in evaluating the foregoing \$300,000.00 Settlement are the risks at trial (or an
19 appeal), as well as the costs of continuing the litigation. Defendant contends that the Class would not
20 be able to establish its entitlement to relief it is seeking and promised to mount a vigorous defense. (Kim
21 PA Decl., ¶¶ 42-66). On the other hand, Plaintiffs believe that there is ample evidence to support the
22 class allegations. (*Id.*) Under these circumstances, and in light of the risks inherent in further litigation,
23 it was reasonable for Plaintiffs and Class Counsel to elect to settle the action. Plaintiffs appreciate that,
24 in addition to the litigation risks of continued proceedings, the proceeding itself would be potentially
25 complicated and expensive, and even if ultimately successful absent the settlement, Class Members
26 might see no recovery until the lengthy appellate process is complete. In contrast, the Settlement
27 provides immediate benefits to the Class.

28 From the evaluation of the benefits offered to the Class by the Settlement, as well as the

1 expense, delay, and risk of going forward to trial, with subsequent appellate proceedings, the Settlement
2 fairly, adequately, and reasonably achieves the goals of Plaintiffs and advances the interests of the Class.
3 In short, the settlement falls within the “the range of reasonableness” necessary for final approval. (Kim
4 PA Decl., ¶ 79.)

5 3. Class Members Received the Best Practicable Notice.

6 California law vests the Court with broad discretion in fashioning an appropriate program to
7 provide the best notice practicable.³ See *Cartt v. Superior Court*, 50 Cal. App. 3d 960, 973-74 (1975);
8 *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1392 (2010); *Cho v. Seagate Tech.*
9 *Holdings, Inc.*, 177 Cal.App.4th 734, 745-746 (2009); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797,
10 811-12 (1985).⁴ The content and method of notice should be designed to apprise the class members of
11 the terms of the proposed settlement and of their rights to participate in, object to, or opt out of the
12 settlement. See *Mullane*, 339 U.S. at 314; *In re Vitamin Cases*, 107 Cal. App. 4th 820, 828 (2003).

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

18 4. Zero Class Members Have Objected to the Settlement and Zero Class
19 Members Have Opted Out of the Settlement.

20 A presumption of fairness exists where the percentage of objectors and opt-outs is small. 7-
21 *Eleven Owners for Franchising v. Southland Corp.* (2000) 85 Cal. App.4th 224, 244; *Hanlon v. Chrysler*
22 *Corporation* (9th Cir. 1998) 150 F.3d 1011, 1025-1026. As noted above, **zero Class Members objected**
23 **to the Settlement, zero challenged** the number of Workweeks and/or PAGA Pay Periods, and **zero**
24 **opted out** of the Settlement. (Carey Decl., ¶¶ 11-13; Kim Decl., ¶ 12.)

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

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

5. The Service Payments to Plaintiffs Are Reasonable and Fair.

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

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

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

The retaliation issue identified in *Staton v. Boeing* extends outside the immediate workplace. It is common knowledge that the modern-day workforce is quite mobile, with employees holding several jobs in a career during their lifetime. Few people want to confront their employers, let alone sue them. (Kim Decl., ¶ 45.) By suing their former employer, Plaintiffs contend that they increased the risk of retaliation by prospective employers to which they may apply in the future. (*Id.*)

But Plaintiffs did not allow their fear of the potential repercussions of being a Class Representative deter them from acting for the benefit of Class Members. (Kim Decl., ¶ 46.) They have devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this Action. (*Id.*; *see also* Declaration of Kristine Ghukasyan filed in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement on April 1, 2026 ("Ghukasyan PA Decl."), ¶¶ 9-10; *see also* Declaration of Brianna Meneses filed in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement on April 1, 2026 ("Meneses PA Decl."), ¶¶ 9-10.) Plaintiffs conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant and their wage-and-hour practices; reviewed documents; produced documents; monitored the progress of the litigation; took the time to apprise

1 themselves of the facts, issues, and law regarding the claims at issue, and spent time with Class Counsel
2 discussing the terms of the Settlement and reviewing and executing the Settlement Agreement. (Kim
3 Decl., ¶ 46.) In the end, Plaintiffs decided to vindicate not only their own rights but also those of their
4 co-workers. (Kim Decl., ¶ 44.)

5 Plaintiffs have diligently, adequately, and fairly represented Class Members and have not placed
6 their interests above any member of the putative Class. (Kim Decl., ¶ 47.) Class Counsel believes that
7 Plaintiffs are entitled to Class Representative Service Payments for the time and effort they have devoted
8 to this case. (*Id.*) For purposes of Settlement, Defendant has agreed not to oppose it. (*Id.*) Such payments
9 to class representatives are a common feature of settlements negotiated by Class Counsel, and trial
10 courts routinely approve them. (*Id.*)

11 Not only have Plaintiffs' efforts been instrumental in generating a substantial benefit for Class
12 Members, but—significantly—not a single Class Member has objected to the requested service
13 payments. (Carey Decl., ¶ 12.) Plaintiffs therefore respectfully request the Class Representative Service
14 Payments sought in the amount of \$10,000.00 to Plaintiff Kristine Ghukasyan and \$5,000.00 to Plaintiff
15 Brianna Meneses for their efforts and initiative in bringing and helping prosecute this Action. (Kim
16 Decl., ¶ 49; Ghukasyan PA Decl., ¶¶ 1-14; Meneses PA Decl., ¶¶ 1-14.)

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

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

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

1 The requested Class Counsel Fees Payment for attorneys' fees in this case consists of one-third
2 of the Gross Settlement Amount (or \$100,000.00). This percentage is commensurate with both the
3 Settlement and Plaintiff's contingency fee agreement.⁵ The requested attorneys' fees are fair and
4 reasonable under California's fee-shifting jurisprudence.⁶ And it is consistent with the percentage of the
5 common fund awarded to counsel in cases similar in character and geographical location to this one.
6 (See Kim Decl., ¶¶ 37-41.)

7 An award of attorneys' fees equivalent to one-third of the common fund is also below fees
8 awarded in other wage and hour class action settlements. See *Crandall v. U-Haul* (Los Angeles County
9 Sup.Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in
10 an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup.Ct., Case No.
11 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug*
12 *v. Kerkorian* CA000981 (Los Angeles County Sup.Ct., November 1990), the Honorable R. William
13 Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Sup. Court, 8-20-1990 No.
14 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No.
15 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action
16 which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market*
17 *Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.:
18 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's
19 counsel in wage-and-hour class actions that had not proceeded to the class-certification stage. (Kim
20 Decl., ¶ 41.)

21 The amount requested here will fairly compensate Class Counsel for their successful
22 prosecution of this case, taking into account the quality, nature, and extent of counsel's efforts, the
23 outstanding results achieved, the fact that no one objected to the fee amount, and the fact that the amount
24 of fees for which approval is sought is less than legal precedent. Class Counsel has litigated numerous

25 ⁵ The award of attorneys' fees and costs in this case is intended to reimburse Class Counsel for all of the uncompensated
26 work that they have already performed and for all of the work they will continue to perform in carrying out and overseeing
27 the administration of the Settlement. Plaintiffs in this action signed a contingency-fee agreement stating that Class Counsel
28 could receive a fee under certain scenarios that exceed one-third of the recovery, as much as 40%. (Kim Decl., ¶¶ 37-41.)

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

1 class actions and submits that this settlement was possible owing to Class Counsel's experience with
2 such cases. (Kim PA Decl., ¶¶ 74-79.) Class Counsel's diligent, efficient, and creative pursuit of this
3 matter positioned Plaintiffs to settle this action successfully, affording redress to the entire Class and
4 avoiding the inevitable expense and risk attendant to protracted litigation. In sum, it was through the
5 efforts of Plaintiffs and Class Counsel that the considerable benefits of the Settlement were obtained.

6 In light of the foregoing, the fee request in an amount equal to one-third of the Gross Settlement
7 Amount, or \$100,000.00, as agreed upon in the Settlement, is well within the bounds that have been
8 established by the above-cited authority.

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

11 Although *Laffitte* makes it clear that a lodestar cross-check is not necessary, Class Counsel's
12 lodestar calculation nevertheless also supports the requested attorneys' fees. The lodestar calculation
13 typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure
14 based on the time spent and reasonable hourly compensation for each attorney involved in the case.
15 *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the
16 time expended, with reference to the prevailing rates in the geographical area in which the action is
17 pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is
18 selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the
19 skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other
20 employment by the attorneys, and (4) the contingent nature of the fee award owing to the uncertainty
21 of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d
22 at 49.

23 Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles
24 area for attorneys of comparable experience and skill handling complex litigation. (Kim Decl., ¶ 17.)
25 For this reason, the Court should approve the rates of Class Counsel as reasonable in conjunction with
26 awarding the requested fees and any lodestar calculations it makes when evaluating the request.

27 Moreover, the *Serrano* factors all militate in favor of the requested fee award. (Kim Decl., ¶ 32.)
28 This case raised a number of complex and contested issues, and Class Counsel exhibited skill and

1 creativity in prosecuting and presenting them. (*Id.*) This case was not straightforward. (Kim Decl., ¶
2 33.) Class Counsel had to spend time researching and analyzing each of these claims and issues in order
3 to adequately assess the liability of Defendant. (*Id.*) Class Counsel then had to develop the evidence
4 necessary through informal discovery to establish Defendant's potential liability. (*Id.*) This was done
5 through carefully sifting through hundreds of pages of documents. (*Id.*)

6 In sum, Class Counsel had to come up with creative approaches to these issues in litigating the
7 case and, ultimately, negotiating and crafting the Settlement. (Kim Decl., ¶ 34.) To this end, Class
8 Counsel has devoted a tremendous amount of time and energy. (*Id.*) This time commitment was
9 necessary in order to research, construct, and prosecute viable legal claims in the face of stiff opposition,
10 but it has come at a cost. (*Id.*) Class Counsel zealously represented Plaintiffs and the Class and have
11 obtained a favorable result. (*Id.*)

12 Such is not always the case. Indeed, Class Counsel has invested time and money into numerous
13 other cases, including class actions, which have fizzled out for one reason or another, leaving Class
14 Counsel completely without any compensation for their effort. (Kim Decl., ¶ 35.) Here, Class Counsel
15 has achieved a beneficial settlement for the Class, but this was by no means a foregone conclusion;
16 indeed, their efforts might well have been frustrated by any number of obstacles with which they were
17 presented along the way. (*Id.*) Nor could class certification be guaranteed. (*Id.*) However, Class Counsel
18 was able to navigate the shoals of unpredictability to achieve a desirable result and have done so without
19 receiving any compensation to speak of thus far because they took this case on a contingency-fee-basis.
20 (*Id.*)

21 From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable.
22 Class Counsel has collectively invested at least 158.7 hours of time and \$111,590.40 in fees in this
23 matter. (Kim Decl., ¶¶ 15, 30.) As such, Class Counsel's lodestar exceeds the requested fee amount and
24 results in a negative multiplier, which further establishes the reasonableness of the requested attorneys'
25 fees. (Kim Decl., ¶¶ 30-31.)

26 (iii) The Requested Costs Award Is Reasonable

27 The preliminarily approved settlement calls for the payment of up to \$30,000.00 for Class
28 Counsel's costs. (Kim Decl., ¶ 43.) As of the date of the filing of this Motion, the actual total costs

1 incurred in litigating this Action for Class Counsel are \$20,325.85. (*Id.*) Class Counsel’s incurred costs
2 include, but are not limited to, filing fees (e.g. complaint, stipulation, motions), service of process,
3 mediation fees, and attorney-service costs for court filings, all of which were necessarily and reasonably
4 incurred to prosecute this Action and achieve a settlement that significantly benefits the Class. (*Id.*)
5 Thus, Class Counsel requests a reimbursement of their incurred costs in the amount of \$20,325.85, with
6 the difference of the costs allocated in the Settlement Agreement and actual costs incurred to be reverted
7 to the Net Settlement Amount. (*Id.*)

8 **III. CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES IS**
9 **APPROPRIATE**

10 The Class is defined in the Settlement Agreement as: “All persons who worked for Defendant
11 in California as non-exempt employees at any time during the Class Period, which is the period from
12 July 19, 2020, through September 26, 2025.” (Settlement Agreement, ¶¶ 1.5, 1.12.)

13 **A. THE LEGAL STANDARD**

14 Section 382 of the Code of Civil Procedure provides that “when the question is one of a
15 common or general interest, of many persons, or when the parties are numerous, and it is impracticable
16 to bring them all before the court, one or more may sue or defend for the benefit of all. Code Civ. Proc.
17 § 382. Class certification under § 382 is appropriate when “(1) [t]here [is] . . . an ascertainable class;
18 and (2) there [is] . . . a well-defined community of interest in the questions of law and fact involved
19 affecting the parties to be represented.” *Daar v. Yellow Cab Co.*(1967) 67 Cal. 2d 695, 704 (citations
20 omitted). The community-of-interest requirement itself embodies three factors: “(1) predominant
21 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)
22 class representatives who can adequately represent the class.” *Richmond v. Dart Industries, Inc.* (1981)
23 29 Cal.3d 462, 470.

24 Any doubt as to the appropriateness of class treatment should be resolved in favor of class
25 certification, subject to later modification if necessary. *Id.* at 473-475. The decision to certify a class is
26 a purely procedural one and should be based on the allegations in the operative complaint and not in the
27 perceived factual or legal merit of the class claims. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 439-
28 441.

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

3 1. The Class Is Ascertainable.

4 The class is readily ascertainable because all Class Members worked for Defendant within the
5 relevant class period and have already been identified through Defendant’s employee and payroll files.
6 (Kim PA Decl., ¶ 15.) *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932 (finding that
7 “[c]lass members are ‘ascertainable’ where they may be readily identified without unreasonable expense
8 or time by reference to official records.”).

9 2. The Numerosity Requirement Is Satisfied.

10 The numerosity requirement is fulfilled simply when the individual joinder of all class
11 members would be impracticable. A proposed class numbering “as few as 40 class members should
12 raise a presumption that joinder is impracticable,” thus satisfying the numerosity requirement. *Newberg*
13 *on Class Actions* § 3.5. Here, there are 231 Class Members. (Kim Decl., ¶ 10.) Therefore, joinder would
14 be impracticable, and a class-wide proceeding is clearly preferable and appropriate.

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

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

23 The commonality and predominance requirements are “easily met,” because “[when] the
24 defendant has engaged in some course of conduct that affects a group of persons and gives rise to a
25 cause of action, one or more of the elements of that cause of action will be common to all of the persons
26 affected.” *Gen’l Tel. Co. of Southwest v. Falcon* (1982) 457 U.S. 147, 155. Further, the fact that
27 “calculation of individual damages may at some point be required does not foreclose the possibility of
28 taking common evidence on [liability issues].” *Sav-on Drug Stores, Inc. v. Superior Court* (2004) 34

Cal.4th 319, 332 (holding that the legal question of whether the plaintiff-employees were nonexempt and therefore entitled to overtime was a common question that predominated over the individual questions of each employee's duties performed and hours worked); *Clothesrigger, Inc. v. GTE Corp.*(1987) 191 Cal. App.3d 605, 617 (“[T]he necessity for class members to prove their own damages does not mean individual fact questions predominate”).

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

4. Plaintiffs' Claims Are Typical.

A class representative's claims are typical of a class when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative class members, and if their claims rest on the same legal theories. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47; *B.W.I. Custom Kitchens v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (“[I]t has never been the law in California that the class representative must have identical interests with the class members.”). Here, Plaintiffs' claims are typical of Class Members' claims because they arise from the same factual basis and are based on the same legal theories. (Kim PA Decl., ¶ 17.) Accordingly, the typicality requirement is satisfied.

5. Plaintiffs and Class Counsel Adequately Represent the Class.

The adequacy requirement is met by fulfilling two conditions: (1) the class representative must be represented by counsel qualified to conduct the pending litigation, and (2) the class representative's interests cannot be antagonistic to those of the class. *McGhee v. Crocker-Citizens Nat. Bank* (1976) 60 Cal.App.3d 442, 451.

Both conditions are met here. First, Plaintiffs and the Class are represented by experienced and

competent counsel. Class Counsel is qualified and has served as class counsel in numerous class actions. (Kim PA Decl., ¶¶ 74-79.) Thus, Class Counsel is “qualified, experienced, and generally able to conduct the proposed litigation.” *Miller v. Woods* (1983) 148 Cal.App.3d 862, 875. Second, Plaintiffs have no conflict with the Class, and their interests are aligned with those of the Class. As a result of their effort, Class Members will benefit from the Settlement. Accordingly, the adequacy requirement is satisfied.

6. Class Treatment Is Superior to the Alternatives.

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

Other relevant considerations regarding superiority include the improbability that each class member will come forward to prove his or her separate claim and whether the class approach would serve to deter or redress the alleged wrongdoing. *Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435. In employment cases, concerns such as fear of the employer, lack of representation, size of claim, and the employee’s perception about the difficulty of litigation, increase the likelihood that an employer will not be held accountable. Acknowledging these concerns, courts have noted that “[t]he risk entailed in suing one’s employer are such that the few hardy souls who come forward should be permitted to speak for others when the vocal ones are otherwise fully qualified.” *St. Marie v. Eastern RR Ass’n* (S.D.N.Y. 1976) 72 F.R.D. 443, 449 (overruled as to damages and liability but not as to class certification). Here, the class approach serves to deter and redress the alleged wrongdoing by ensuring that all claims of Class Members are addressed.

1 Further, where, as here, the individual claims are relatively small and the socio-economic status
2 and sophistication of the class members contrasts with that of the defendant, a class action is particularly
3 appropriate because the size of the individual claims “would prove uneconomic for potential plaintiffs”
4 to pursue individually, as “litigation costs would dwarf potential recovery.” *Hanlon, supra*, 150 F. 3d at
5 1023. These issues, from a practical standpoint, generally lead to the unbalanced situation where the
6 employer is represented by counsel, but the employee who seeks redress is not. Each of the above
7 reasons compels the conclusion that a class action is the preferred method of resolution for this case.
8 (Kim PA Decl., ¶ 20.)

9 **IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE PAGA ACTION**
10 **SETTLEMENT**

11 Settlements to resolve PAGA claims also require court approval. (Labor Code § 2699(1)(2).). In
12 compliance with Labor Code §2699(1)(2), Plaintiffs have provided the proof of service of the Settlement
13 Agreement and this Motion to the LWDA. (Kim Decl., ¶ 50, Exhibit 4.) PAGA civil penalties recovered
14 on the State’s behalf are intended to “remediate present violations and deter future ones, not to redress
15 employees’ injuries.” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 542.)
16 The standard for evaluating a PAGA settlement is not whether the employees are fully compensated for
17 their injuries, but “whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate
18 present labor law violations, deter future ones, and to maximize enforcement of state labor laws.”
19 (*Moniz v. Adecco USA, Inc.*, (2021) 72 Cal.App.5th 56, 77, *disapproved of on other grounds by Turrieta*
20 *v. Lyft, Inc.*, 16 Cal. 5th 664 (2024)). Here, as a result of the Settlement, Defendant must pay
21 \$300,000.00 including \$30,000.00 in PAGA civil penalties to the LWDA and Aggrieved Employees.
22 The PAGA Settlement here is fair, reasonable, and adequate in light of PAGA’s purposes since it seeks
23 to remediate alleged labor law violations and deter future ones.

24 In addition, the amount allocated to the PAGA claims is fair to those affected because it accounts
25 for a realistic assessment of the PAGA exposure on the claims as well as the significant possibility of
26 the Court not awarding the PAGA penalties even if Plaintiffs prevailed on the merits due to the Court’s
27 discretion to substantially reduce PAGA penalties under Labor Code § 2699(e)(2). Indeed, PAGA
28 settlements for as little as \$0 have been approved. (*See Nordstrom Com’n Cases* (2010) 186 Cal.App.4th

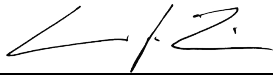
1 576, 589 (approving PAGA settlement and release that allocated \$0 to PAGA claim).) Courts have also
2 approved settlements for \$20,000 or less. (*See, e.g., Hicks v. Toys 'R' Us—Delaware, Inc.*, (C.D. Cal.
3 Sept. 2, 2014) 2014 WL 4703915, at *1 (approving \$5,000 PAGA payment in \$4 million settlement);
4 *Chu v. Wells Fargo Invest. LLC* (N.D. Cal. Feb. 16, 2011) 2011 WL 672645, at *1 (approving PAGA
5 payment of \$7,500 in \$6.9 million settlement); *Williams v. Brinderson Constructors* (C.D. Cal. Feb. 6,
6 2017) 2017 WL 490901, at *5 (\$10,000 PAGA settlement in \$300,000 settlement).)

7 **V. CONCLUSION**

8 For the reasons set forth herein, Plaintiffs respectfully request that this Court grant final
9 approval of this Settlement and enter the companion order.

10
11 DATED: September 28, 2026

D.LAW, INC.

12
13 By: 

14 Enoch J. Kim

Arianna N. Razi

15 Attorneys for Plaintiffs KRISTINE GHUKASYAN
16 and BRIANNA MENESES on behalf of themselves
17 and others similarly situated
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