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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA – RENE C. DAVIDSON COURTHOUSE

ALEXANDER A. CHATMAN, JR., an
individual, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

RJMS CORPORATION, a Delaware
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 24CV081124

Assigned for All Purposes To:

Hon. Somnath Raj Chatterjee

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: September 22, 2026

Time: 2:30 p.m.

Dept.: 21

Reservation No.: 324541880630

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

3 **PLEASE TAKE NOTICE THAT** on September 22, 2026, at 2:30 p.m. or as soon
4 thereafter as the matter may be heard, in Department 21 of the Alameda County Superior Court,
5 located at 2233 Shore Line Drive, Alameda, CA, 94501, Plaintiff Alexander Chatman
6 (“Plaintiff”) will move for an order to:

- 7 1. Conditionally certify, for settlement purposes only, a Class consisting of “all
8 persons employed by Defendant in California and classified as a non-exempt
9 hourly employee who worked for Defendant during the Class Period.” The Class
10 Period is February 3, 2022 to March 31, 2026 (“Class Period”).
- 11 2. Preliminarily appoint Natalie Haritounian, Enoch J. Kim, Andrea Amaya,
12 Matthew Carraher, and the other attorneys of D.Law, Inc. as Class Counsel;
- 13 3. Preliminarily appoint Plaintiff Alexander A. Chatman, Jr. as the Class
14 Representative;
- 15 4. Order preliminary approval of the proposed Class Action and PAGA Settlement
16 Agreement (“Settlement”) on a class-wide basis, direct that the Class Notice to
17 be mailed to the Class, and set a hearing for final review of the proposed
18 Settlement;
- 19 5. Preliminarily appoint Phoenix Settlement Administrators as the Administrator to
20 handle the Court Approved Notice of Class Action Settlement and Hearing Date
21 for Final Court Approval (“Class Notice”) and claims administration procedures
22 as set forth in the Settlement; and
- 23 6. Approve the PAGA Penalties portion of the Settlement.

24 ///

25 ///

26 ///

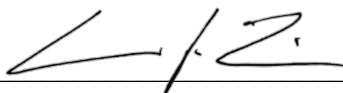
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1 The Motion will be based on this Notice of Motion, the Memorandum of Points and
2 Authorities, the Declaration of Plaintiff's Counsel and exhibits thereto, Declaration of Plaintiff,
3 the Declaration of Jodey Lawrence of Phoenix Settlement Administrators, and on such oral and
4 documentary evidence as may be presented at the hearing of the Motion.

5
6 Dated:

D.LAW, INC.,

7
8 By: _____

9 Enoch J. Kim, Esq.

10 Matthew Carraher, Esq.

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. RELEVANT BACKGROUND	2
<i>A. Procedural History</i>	2
<i>B. Mediation</i>	3
<i>C. Settlement Agreement and Accompanying Documents</i>	3
<i>D. The Class Notice Provides Adequate Notice to Class Members</i>	4
III. CONDITIONAL CERTIFICATION OF THE CLASS	5
<i>A. The Proposed Class is Ascertainable and Numerous</i>	6
<i>B. Common Issues of Law or Fact Predominate</i>	6
<i>C. Plaintiff's Claims Are Typical of the Class Claims</i>	7
<i>D. Adequacy of Representation</i>	7
IV. PRELIMINARY APPROVAL OF SETTLEMENT	8
<i>A. The Presumption of Fairness</i>	9
<i>B. Reasonable Based on Objective Evidence</i>	10
<i>C. Limited Standing to Object to Proposed Settlement</i>	12
V. THE PAGA PORTION IS FAIR AND REASONABLE	12
VI. THE CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE	13
VII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS IS REASONABLE AND SHOULD BE APPROVED	14
VIII. REQUESTED RELIEF	14
IX. CONCLUSION	15

TABLE OF AUTHORITIES

		<u>Page</u>
	<u>CASES</u>	
	<i>Arias v. Superior Court</i> (2009) 46 Cal.4th 969	12
	<i>B.W.I. Custom Kitchen v. Owens-Illinois, Inc.</i> (1987) 191 Cal.App.3d 1341	7
	<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960	5
	<i>Classen v. Weller</i> (1983) 145 Cal.App.3d 27	7
	<i>Clothesrigger, Inc. v. GTE Corp.</i> (1987) 191 Cal.App. 3d 605	6
	<i>Collins v. Rocha</i> (1972) 7 Cal.3d 232	7
	<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.4 th 1794	6, 9
	<i>Gould v. Alleco, Inc.</i> (4 th Cir. 1989) 883 F.2d 281	12
	<i>Gutilla v. Aerotek, Inc.</i> (E.D. Cal. Mar. 22, 2017) No. 115CV00191DADBAM, 2017 WL 2729864.....	12
	<i>Hebbard v. Colgrove</i> (1972) 28 Cal.App.3d 1017	6
	<i>In re Uber FCRA Litig.</i> (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL 2806698.....	13
	<i>Kullar v. Footlocker Retail Inc.</i> (2008) 169 Cal.App.4 th 116	9
	<i>Linder v. Thrifty Oil Co.</i> (2000) 23 Cal. 4 th 429	5, 6
	<i>Los Angeles Fire & Police Protective League v. City of Los Angeles</i> (1972) 23 Cal.App.3d 67	6
	<i>Luckey v. Superior Court</i> (2014) 228 Cal.App.4 th 81	8
	<i>McGhee v. Bank of America</i> (1976) 60 Cal. App. 3d 442	8
	<i>Mullane v. Central Hanover Bank & Trust Co.</i> (1950) 339 U.S. 306.....	4

1 *Pedroza v. PetSmart, Inc.*
2 (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667 12

3 *Richmond v. Dart Industries, Inc.*
4 (1981) 29 Cal.3d 4625, 6

5 **TABLE OF AUTHORITIES, Continued**

6 **CASES, continued**

Page

7 *Vasquez v. Superior Court*
8 (1971) 4 Cal.3d 8006

9 *Viceral v. Mistras Grp. Inc.*
10 (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869 13

11 *Williams v. Superior Court*
12 (2017) 3 Cal.5th 531 12

13 **STATUTES AND REGULATIONS**

14 California Business and Professions Code § 172002, 7

15 California Code of Civil Procedure § 3821, 5, 6

16 California Labor Code §§ 201-202.....2

17 California Labor Code § 269912

18 **OTHER AUTHORITIES**

19 Cal. Rules of Court, rule 3.7698

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Alexander A. Chatman, Jr. (“Plaintiff”) seeks preliminary approval of the
4 proposed Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) entered
5 with RJMS Corporation (“Defendant”) (Plaintiff and Defendant are collectively herein referred
6 to as the “Parties”).

7 The Settlement provides for a non-reversionary settlement of \$650,000.00 for
8 approximately 392 Class Members in compromise of disputed claims for unpaid wages and
9 penalties. This Court should grant this Motion for the following reasons: (1) the Class meets the
10 requirements for conditional class certification for settlement purposes only under of Code of
11 Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all
12 indicia for fairness, reasonableness, and adequacy; (3) Plaintiff is well-suited to serve as the
13 Class Representative; (4) Plaintiff’s attorneys are experienced and highly-qualified to serve as
14 Class Counsel; (5) the proposed Class Notice procedures fully comport with due process and
15 adequately apprise Class Members of their rights; (6) a final fairness hearing must be scheduled
16 to allow Class Members an opportunity to be heard regarding the Settlement and to give it
17 finality; and (7) the benefit provided by the proposed PAGA settlement is substantial and falls
18 within the range of reasonableness.

19 Accordingly, for the reasons detailed below, Plaintiff respectfully requests that the Court
20 grant this Motion in its entirety and preliminarily approve the Settlement.

21 **II. RELEVANT BACKGROUND**

22 ***A. Procedural History***

23 On June 24, 2024, Plaintiff commenced the Action by filing a class action complaint
24 against RJMS Corporation (“Defendant”) for various violations of the California Labor Code on
25 an individual and class-wide basis. Plaintiff gave timely written notice to the Labor and
26 Workforce Development Agency (“LWDA”) and Defendant that Plaintiff also intended to
27 proceed with a representative action under PAGA, (LWDA-CM-1036135-24). (Kim Decl., ¶ 2.)
28

On September 12, 2024, after the 65-day statutory period passed, Plaintiff filed a First Amended Complaint (“FAC”), adding a claim for civil penalties under PAGA, Labor Code §2698, *et seq.* The FAC includes the following causes of action against Defendants for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code §510 (3) Failure to Provide all Meal Periods; (4) Failure to Authorize and Permit all Paid Rest Periods; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor Code §203 (9) Failure to Maintain Records Required under Labor Code §§1174 and 1174.5; (10) Failure to Reimburse Necessary Business Expenses (11) Unfair Business Practices; and (12) Penalties Under Labor Code § 2698. On November 11, 2024, Plaintiff filed a second amended complaint removing the cause of action under Labor Code §221 (“Operative Complaint”). (*Id.* at ¶ 3.)

Plaintiff contends, via the Operative Complaint, that Defendant violated California’s wage and hour laws by failing to pay all wages due including all minimum wages, overtime wages, failing to provide all meal periods and rest periods, failing to all reimburse work expenses; failing to provide accurate itemized wage statements, failing to timely pay final wages due during and upon separation of employment, and thereby also violating California Business & Professions Code sections 17200, *et seq.*, and incurring penalties under PAGA. (*Id.* at ¶ 4.)

B. Mediation

On January 30, 2026, the Parties participated in a mediation presided over by respected wage and hour class action mediator Lonnie Giamela, Esq. and were able to reach an agreement on general settlement terms. The Parties, recognizing the burdens and risks of continuing with the litigation, entered into the Settlement Agreement to resolve all claims in the Operative Complaint. (Kim Decl., ¶ 5.)

Defendants will pay the Gross Settlement Amount of \$650,000.00, exclusive of the employer’s portion of payroll taxes and fees (i.e. Defendants will pay the employer-side payroll taxes on the wages portion separately from the Gross Settlement Amount). It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendants. The Gross Settlement Amount represents approximately 58% of the maximum estimated exposure

including PAGA penalties, which demonstrates that the settlement is fair and reasonable. (*Id.* at ¶¶ 6, 30-31.)

C. Settlement Agreement and Accompanying Documents

The Settlement Agreement is attached to the Declaration of Enoch J. Kim as **Exhibit 1** with the Class Notice is attached thereto as **Exhibit A**. The Settlement proposes the following Class: “all persons employed by Defendant in California and classified as a non-exempt hourly employee who worked for Defendant during the Class Period.” The Class Period is February 3, 2022 to March 31, 2026. (*Id.* at ¶ 11; Ex. 1, pp. 1-2.)

There is total of approximately 43,710 Workweeks worked by approximately 392 Class Members during the Class Period, resulting in a recovery of an estimated \$9.11 per Workweek (estimated NSA of \$398,018.33 divided by 43,710 Workweeks). Each Class Member will receive an average Individual Settlement Award of approximately \$1,2015.35 (estimated NSA of \$398,018.33 divided by 392 Class Members), with the highest estimated Individual Settlement Award of approximately \$1,976.87 (total weeks in the Class Period (217) multiplied by \$9.11). (Kim Decl., ¶ 7.)

Additional proposed disbursements from the GSA are as follows:

Class Counsels’ Fees	Up to \$216,666.67 (1/3 of the Gross Settlement Amount)
Class Counsels’ costs for actual expenses incurred	Up to \$20,000
Administration Costs	Estimated to be up to \$7,750.00
Class Representative Service Award	Up to \$7,500 to Plaintiff Alexander Chatman Jr.
PAGA Penalties	\$65,000 (\$42,250.00 to LWDA; \$22,750.00 to Aggrieved Employees)

(*Id.*)

The Parties have agreed on Phoenix Settlement Administrators (“Phoenix” or “Administrator”) as the Administrator and respectfully request that this Court appoint Phoenix to handle the settlement administration process. (Kim Decl., ¶ 8.)

1 **D. The Class Notice Provides Adequate Notice to Class Members**

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

8 The proposed Class Notice provides all the information a reasonable person would need
9 to make a fully informed decision about the Settlement. It will notify all Class Members of the
10 terms of the settlement, of its effect on their rights, of their options as Class Members (i.e.,
11 participate, object, opt-out, and dispute Workweeks and PAGA Pay Periods), and procedures for
12 exercising those options. (Kim Decl. ¶ 32; *see* Class Notice, Exhibit A to Exhibit 1 thereto).

13 The standard for determining the adequacy of notice is whether it has "a reasonable
14 chance of reaching a substantial percentage of the class members." *Cartt v. Superior Court*
15 (1975) 50 Cal.App.3d 960, 974. Here, the Class Notice will be sent via First-Class U.S. mail to
16 each Class Member at their addresses from Defendant's records. (Kim Decl., ¶ 32; Ex. 1, p. 17.)
17 If any Class Notices are returned undeliverable without a forwarding address, the Administrator
18 will use the national change of address database and perform a skip trace to locate the Class
19 Member and mail a new Class Notice to the updated address. (*Id.*)

20 The Class Notice should be approved as the best and most practicable way to ensure the
21 greatest possible number of Class Members will receive notice. Plaintiff respectfully requests
22 that this Court approve the Class Notice to be disseminated to the Class consistent with the
23 manner and timing as set forth in the Settlement Agreement. (Kim Decl., ¶ 34.)

24 **III. CONDITIONAL CERTIFICATION OF THE CLASS**

25 The proposed Settlement seeks conditional certification of a Class. The certification of
26 the Class is essential to the Settlement. California public policy favors the use of the class action
27 device. (*Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 469.) California Code of Civil
28 Procedure section 382 authorizes class suits in California when "the questions is one of the
common or general interest, of many persons, or when the parties are numerous, and it is

1 impracticable to bring them all before the courts, one or more may sue or defend for the benefit
2 of all.” To obtain certification, a party must establish the existence of both an ascertainable class
3 and a well-defined community of interest among class members. (*Linder v. Thrifty Oil Co.*
4 (2000) 23 Cal. 4th 429, 435.) The “community of interest” requirement depends on three factors:
5 (1) whether common issues of law or fact predominate; (2) whether the Class Representative has
6 claims that are typical of the class; and (3) whether the Class Representative will adequately
7 represent the class. (*Richmond, supra*, 29 Cal.3d at p. 470.)

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

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

18 ***A. The Proposed Class is Ascertainable and Numerous.***

19 For a class to exist, the class description must be sufficiently definite so that it is
20 administratively feasible for the court to determine whether a particular individual is a member
21 of the proposed class by reference to objective criteria. (*Clothesrigger, Inc. V. GTE Corp.* (1987)
22 191 Cal.App.3d 605, 617.) Further, the class must contain enough members that joinder of all
23 individuals is impractical. (Code Civ. Proc. § 382; see, e.g., *Hebbard v. Colgrove* (1972) 28
24 Cal.App.3d 1017, 1030 [class of 28 members held sufficient to maintain a class action].)

25 Here, the Class definition is sufficiently specific to enable the Court to identify the Class
26 Members, all of whom have indeed been identified by Defendants’ employment and payroll
27 records. There are approximately 392 Class Members, which is sufficient to satisfy numerosity
28 requirements. (Kim Decl., ¶ 11, Ex. 1, ¶. 4.1.)

1 ***B. Common Issues of Law or Fact Predominate***

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

12 Common questions of law and fact predominate here, as the main issues involve the
13 legality of Defendant's employment policies regarding Plaintiff's claims for Defendant's alleged
14 failure to pay all wages due including all minimum wages, overtime wages, reporting time
15 wages; failure to provide all meal periods and rest periods, failure to provide one day's rest from
16 seven; failure to reimburse all work-related expenses; failure to maintain records; failing to
17 provide accurate itemized wage statements; failure to timely pay final wages due during and
18 upon separation of employment, and violation of California Business & Professions Code
19 sections 17200, *et seq.* Whether each Class Member might be required to ultimately justify an
20 individual claim does not preclude maintenance of a class action. (*Collins v. Rocha* (1972) 7
21 Cal.3d 232, 238.)

22 Plaintiff asserts that these are all policy questions that are uniform and can be proven by
23 common objective evidence. The evidence to support these claims on a class wide basis consists
24 largely of Defendant's policies, payroll records, time records and itemized wage statements
25 given to Defendant's non-exempt employees. (Kim Decl., ¶ 14.)

26 ***C. Plaintiff's Claims Are Typical of the Class Claims***

27 Typicality means that the class representative's claims are similar to those of the class
28 members. The interests of a class representative need not be identical to those of other class

members; a class representative must simply be similarly situated. (*B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Here, the proposed Class Representative worked for Defendant as a non-exempt employee under Defendant's uniform employment policies applicable to all non-exempt employees during the Class Period. Plaintiff was subject to the same employment policies and practices as other Class Members. Accordingly, Plaintiff's claims are typical of those of other Class Members. (Kim Decl., ¶¶ 11-13.)

D. Adequacy of Representation

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

Here, the firm representing the Plaintiff has a great deal of experience in wage and hour class action litigation and has been approved as Class Counsel in numerous other wage and hour class actions. (Kim Decl., ¶¶ 35-43.)

The Class Representative has agreed to act as such and understands his responsibilities. (Declaration of Alexander Chatman, Jr. ("Chatman Decl."), filed herewith.) The Class Representative has no claims or other interests that are antagonistic to the Class. (Kim Decl., ¶ 12-13.)

IV. PRELIMINARY APPROVAL OF SETTLEMENT

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

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

provisional settlement class.” (*Id.* at subd. (d).) If preliminary approval is granted, the court sets a final approval hearing and provides for notice to be given to the class. (*Id.* at subd. (e).)

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

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

The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. (Kim Decl., ¶¶ 16-19.) The Settlement represents a fair and reasonable value for the release of claims encompassed by the Settlement. (*Id.* at ¶¶ 15, 20-31.)

Finally, the only governmental involvement in this case is the existence of a PAGA claim, and Plaintiff has notified the LWDA of this Settlement. (*Id.* at ¶ 46.)

A. The Presumption of Fairness

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

Here, the Settlement was reached through arm’s-length negotiation with an experienced,

highly regarded neutral mediator, Lonnie Giamela, Esq. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Plaintiff's counsel provided Defendant's counsel with a comprehensive listing of informal discovery items required to have a constructive mediation. Defendant provided time and wage records for the Class. Prior to mediation, Plaintiff therefore obtained and analyzed the production of payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff hired an expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and an exposure analysis for the mediation (Kim Decl., **Exhibit 4** [Declaration of Jarrett Gorlick of Berger Consulting Group]). The Parties agreed on the proposed Settlement soon after the mediation, which involved extensive negotiations conducted through the mediator. (Kim Decl., ¶¶ 5, 17.)

The Settlement here provides pro rata distribution to Class Members based upon their number of Workweeks worked during the Class Period. Accordingly, the Settlement treats the Class Members equitably, and the proposed distribution plan supports preliminary approval. (Kim Decl., ¶ 7, Ex. 1, ¶1.23.)

Based on that experience and the information produced by Defendant, Class Counsel was able to negotiate a substantial recovery for the Class Members.

B. Reasonable Based on Objective Evidence

The Settlement that has been reached, subject to this Court's approval, is the product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. Such investigation included the exchange of information and documents through extensive informal discovery. Among other things, Class Counsel reviewed all relevant policy documents and obtained all pay and time data for the Class. The Parties' investigation also included preparing for and attending a full day of mediation with an experienced mediator. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of himself, the Class, and the

1 other allegedly Aggrieved Employees. (Kim Decl., ¶ 15.)

2 Based on the documents and information provided by Defendant and their own
3 independent investigation and evaluation, Class Counsel and Plaintiff is of the opinion that the
4 settlement with Defendants for the consideration and on the terms set forth in this Settlement is
5 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
6 known facts and circumstances, including the risk of significant delay and uncertainty associated
7 with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.
8 (Kim Decl., ¶ 18.)

9 The Settlement amount is, of course, a compromise figure. Plaintiff considered the risks
10 that the Class would not be certified, the risks related to proof of Plaintiff's claims, and the
11 strengths of Defendants' defenses. Plaintiff also considered the possibility that if a settlement
12 were reached after additional years of litigation, the great expenses and attorneys' fees of
13 litigation would reduce the amount of funds available to Class Members for settlement.
14 Furthermore, Plaintiff took into consideration the time delay and financial repercussions of
15 liability trials, numerous damages trials, and the possibility of an appeal by Defendant. (Kim
16 Decl., ¶ 19.)

17 Based on Plaintiff's expert's analysis for mediation, this case had a reasonable value of
18 approximately \$1,120,097.66 for the underlying Labor Code claims. After considering the
19 sharply disputed factual and legal issues involved in the lawsuit, the risks attending further
20 prosecution, and the substantial benefits to be received under the compromise and settlement of
21 the action, Class Counsel are of the opinion that settlement is in the best interests of the Class
22 and is fair and reasonable. The Gross Settlement Amount of \$650,000.00 represents
23 approximately 58% of the maximum potential value of the underlying Labor Code claims
24 (valued at \$1,120,097.66). (Kim Decl. ¶¶ 6, 30-31)

25 ***C. Limited Standing to Object to Proposed Settlement***

26 Non-settling parties or third parties sometimes attempt to object to settlements, but the
27 right of non-settling parties to object even at the final settlement approval hearing, let alone the
28 preliminary approval hearing, is quite limited. Generally, only class members have standing to

object to a proposed settlement. “Beginning from the unassailable premise that settlements are to be encouraged, it follows that to routinely allow non-Class Members to inject their concerns via objection at the settlement stage would tend to frustrate this goal.” (*Gould v. Alleco, Inc.* (4th Cir. 1989) 883 F.2d 281, 284.) Accordingly, any non-parties are not allowed to object to this proposed Settlement.

V. THE PAGA PORTION IS FAIR AND REASONABLE

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

Here, the Parties allocate \$65,000 for resolution of Plaintiff’s PAGA claims. Of this amount, 35%, or \$22,750.00, will be distributed to Aggrieved Employees. (Kim Decl., ¶ 28, Ex. 1, ¶1.34.)

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

The Parties believe and agree that the settlement provides for a fair, adequate, and reasonable resolution of the representative PAGA claim and is to the advantage of the State and the Aggrieved Employees when considering the time and expense necessary to complete

1 protracted litigation which, regardless of the verdict, would undoubtedly be subject to further
2 significant delay and expense pending possible appeals. Moreover, the Settlement provides a
3 substantial sum to the State and a proportional sum to each Aggrieved Employee on a pro-rata
4 basis based on the number of PAGA Pay Periods they worked during the PAGA Period. (Kim
5 Decl., ¶ 29, Ex. 1, ¶ 1.24.)

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

9 **VI. THE CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE**

10 “At the conclusion of a class action, the class representatives are eligible for a special
11 payment in recognition of their service to the class.” 5 Newberg on Class Actions § 17:1 (5th
12 ed.). Plaintiff requests a reasonable Class Representative Service Award for his efforts and
13 initiative in bringing and helping to prosecute the claims in the Operative Complaint.

14 As an initial matter, Plaintiff’s courage in proceeding with his class-wide claims should
15 not be underestimated. By suing Defendant, Plaintiff increased his risk of retaliation by
16 prospective employers, who must choose between an applicant who has never sued a prior
17 employer and one who has. (Chatman Decl. ¶ 12.)

18 Plaintiff has devoted a substantial amount of time to helping Class Counsel effectively
19 develop and prosecute this action at every stage of the litigation. (Kim Decl., ¶ 45; Chatman
20 Decl., ¶¶ 3, 9.) Both before and after filing, Plaintiff conferred with Class Counsel to discuss
21 every aspect of this case. Plaintiff has provided Class Counsel with information about Defendant,
22 reviewed documents, consulted Class Counsel throughout the litigation, participated in the
23 mediation process, and reviewed and signed the settlement agreement. (Chatman Decl., ¶¶ 5.)

24 Plaintiff conferred with Class Counsel detailing his knowledge of Defendant’s practices.
25 Plaintiff has diligently, adequately, and fairly represented the Class Members, and has not placed
26 his interests above any member of the putative Class. This sort of payment to a class
27 representative has been a common feature of settlements negotiated by Class Counsel and
28 routinely approved by courts. The Class Representative Service Award of \$7,500 to the named

1 Plaintiff is fair and reasonable. (Kim Decl., ¶ 45; Chatman Decl., ¶14.)

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

4 Class Counsel respectfully requests, without opposition from Defendant, an award of
5 attorneys' fees of \$216,666.67, one-third of the Gross Settlement Amount, and reasonable
6 litigation costs, not to exceed \$20,000, subject to approval by the Court. (Kim Decl. ¶ 44, Ex. 1 ¶
7 3.2.2).

8 Class Counsel submits it has the requisite experience, knowledge, and resources to serve
9 as Class Counsel and to zealously represent the Class. (Kim Decl., ¶¶ 35-43). Class Counsel has
10 incurred substantial hours in prosecuting this action on a contingency basis and will not receive
11 any compensation for their efforts until recovery is obtained for the Class. In addition, Class
12 Counsel's efforts in reaching the Settlement on behalf of the Class will confer a significant
13 benefit to the Class. As such, the requested award of attorneys' fees and costs is reasonable.

14 **VIII. REQUESTED RELIEF**

15 Plaintiff respectfully requests that the Court, as part of the preliminary approval process,
16 do the following:

- 17 1. Conditionally certify, for settlement purposes only, a Class consisting of "all persons
18 employed by Defendant in California and classified as a non-exempt hourly
19 employee who worked for Defendant during the Class Period." The Class Period is
20 February 3, 2022 to March 31, 2026.
- 21 2. Preliminarily appoint Natalie Haritoonian, Enoch J. Kim, Andrea Amaya, Matthew
22 Carraher of D.Law, Inc. as Class Counsel;
- 23 3. Preliminarily appoint Plaintiff Alexander A. Chatman Jr. as the Class
24 Representative;
- 25 4. Order preliminary approval of the proposed Class Action and PAGA Settlement
26 Agreement ("Settlement") on a class-wide basis, direct that the Class Notice to be
27 mailed to the Class, and set a hearing for final approval of the proposed Settlement;
- 28 5. Preliminarily appoint Phoenix Settlement Administrators as the Administrator to

1 handle the Court Approved Notice of Class Action Settlement and Hearing Date for
2 Final Court Approval (“Class Notice”) and claims administration procedures as set
3 forth in the Settlement; and

4 6. Preliminarily approve the allocation of PAGA Penalties pursuant to the Settlement.

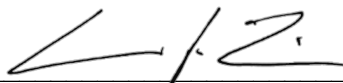
5 **IX. CONCLUSION**

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

8 Respectfully Submitted,

9 Dated:

D.LAW, INC.

10
11 By: 
12 Enoch J. Kim, Esq.
13 Matthew Carraher, Esq.
14 Attorneys for Plaintiff
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Superior Court of Alameda County Public Portal

Make a Reservation

CHATMAN, AN INDIVIDUAL, ON BEHALF OF HIMSELF AND OTHERS SIMILARLY SITUATED vs
RJMS CORPORATION, A DELAWARE CORPORATION

Case Number: 24CV081124 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-06-24 Location: Rene C. Davidson Courthouse - Department 21

Reservation

Case Name:

CHATMAN, AN INDIVIDUAL, ON BEHALF OF HIMSELF
AND OTHERS SIMILARLY SITUATED vs RJMS
CORPORATION, A DELAWARE CORPORATION

Case Number:

24CV081124

Type:

Motion re: (Motion for Preliminary Approval of
Settlement)

Status:

RESERVED

Filing Party:

Alexander A. Chatman, an individual, on behalf of himself
and others similarly situated, Jr. (Plaintiff)

Location:

Rene C. Davidson Courthouse - Department 21

Date/Time:

09/22/2026 2:30 PM

Number of Motions:

1

Reservation ID:

324541880630

Confirmation Code:

CR-BNWK7HVVNKYDRDUA9

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount:

\$1.00

Type:

Visa

Account Number:

XXXX6407

Authorization:

881265

Payment Date:

n/a

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