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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

CAMERON CATO, on behalf of himself and all others similarly situated, Plaintiff, vs. PURPLE COMFORT INNOVATION, LLC d/b/a "Purple Innovation, LLC," a Delaware limited liability company; and Does 1 to 50, inclusive, Defendant.	**CLASS ACTION** Case No. 24CV084548 Honorable Karin Schwartz Department 20 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: July 1, 2026 Time: 3:00 p.m. Dept.: 20 Reservation Number: **288830245770** Action filed: July 24, 2024 FAC filed: September 30, 2024 Trial Date: Not set

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

PLEASE TAKE NOTICE THAT on July 1, 2026, at 3:00 p.m., or as soon thereafter as the matter may be heard, in Department 20 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA, 94612, Plaintiff Cameron Cato ("Plaintiff") will move for an order to:

1. Conditionally certify, for settlement purposes only, a Class consisting of "all persons employed by Defendant in California as non-exempt employees at any point from July 24, 2020, through June 3, 2025 ("Class Period").
2. Preliminarily appoint Emil Davtyan, Esq. David Yeremian, Esq., Gregg Lander, Esq., Vanessa M. Ruggles, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc.as Class Counsel;
3. Preliminarily appoint Plaintiff Cameron Cato as the Class Representative;
4. Order preliminary approval of the proposed Class Action and PAGA Settlement Agreement ("Settlement") on a class-wide basis, direct that the Class Notice to be mailed to the Class, and set a hearing for final review of the proposed Settlement;
5. Preliminarily appoint Rust Consulting, Inc. as the Administrator to handle the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and claims administration procedures as set forth in the Settlement; and
6. Approve the PAGA Penalties portion of the Settlement.

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

Dated: November 20, 2025

D.LAW, INC.,

By: ______________________________

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

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I. INTRODUCTION

Plaintiffs Cameron Cato ("Plaintiff") seek preliminary approval of the proposed Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") entered with Purple Comfort Innovation LLC d/b/a Purple Innovation, LLC ("Defendant") (Plaintiff and Defendant are collectively herein referred to as the "Parties").

Plaintiff respectfully requests that this Court conditionally certify the below-defined class for settlement purposes only, under Code of Civil Procedure section 382; appoint Class Counsel[1] and Plaintiff as the Class Representative; preliminarily approve the proposed Settlement, including the Private Attorney General Act of 2004 ("PAGA") portion of the Settlement, which allocates $39,000.00 to penalties pursuant to the PAGA; direct that the Class Notice be disseminated to the Class; and schedule a hearing for Final Approval of the Settlement and request for Attorneys' Fees and Costs, and the Class Representative Service Award

The Settlement provides for a non-reversionary settlement of $390,000.00 for approximately 243 Class Members in compromise of disputed claims for unpaid wages and penalties. This Court should grant this Motion for the following reasons: (1) the Class meets the requirements for conditional class certification for settlement purposes only under of Code of Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all indicia for fairness, reasonableness, and adequacy; (3) Plaintiff is well-suited to serve as adequate Class Representative; (4) Plaintiff's attorneys are experienced and highly-qualified to serve as Class Counsel; (5) the proposed Class Notice procedures fully comport with due process and adequately apprise Class Members of their rights; (6) a final fairness hearing must be scheduled to allow Class Members an opportunity to be heard regarding the Settlement and to give it finality; and (7) the benefit provided by the proposed PAGA settlement is substantial and falls within the range of reasonableness.

Accordingly, for the reasons detailed below, Plaintiff respectfully requests that the Court

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

grant this Motion in its entirety and preliminarily approve the Settlement.

II. RELEVANT BACKGROUND

A. Procedural History

On July 24, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Purple Comfort Innovation, LLC dba Purple Innovation, LLC for: (1) Failure to Pay All Wages; (2) Failure to Pay All Wages at the Legal Overtime Pay Rate; (3) Failure To Provide All Meal Periods; (4) Failure to Authorize and Permit All Rest Periods; (5) Failure to Fully Reimburse Work Expenses; (6) Derivative Failure To Timely Furnish Accurate Itemized Wage Statements; (7) Independent Failure To Timely Furnish Accurate Itemized Wage Statements; (8) Violations of Labor Code §§ 201-202; and (9) Unfair Business Practices. On July 24, 2024, Plaintiff gave timely written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant that Plaintiff also intended to proceed with a representative action for civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §2698, *et seq*., (LWDA- CM-1041562-24). (Manus Decl., ¶ 2.)

On September 30, 2024, Plaintiff filed a First Amended Complaint ("FAC"), adding a claim for civil penalties under PAGA, The FAC is the 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 pay all wages at the legal overtime rate, failing to all reimburse work expenses; failing to provide accurate itemized wage statements, failing to timely pay final wages due 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 May 8, 2025, the Parties participated in an all-day mediation presided over by Steven J. Serratore which led to the mediator issuing a mediator's proposal. Ultimately, both Parties decided to accept the mediator's proposal to settle the Action. 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 (Manus Decl., ¶ 5.)

Defendant will pay the Gross Settlement Amount of $390,000.00, exclusive of the employer's portion of payroll taxes and fees (i.e. Defendant will pay the employer-side payroll taxes on the wages portion separately from the Gross Settlement Amount). It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. Plaintiff estimated that the case had a reasonable value of approximately $459,654.70 for the underlying Labor Code claims, and a maximum estimated value of $762,44.70 with PAGA penalties included. (Manus Decl., ¶ 32.) The Gross Settlement Amount of $390,000 represents approximately 51% of the maximum estimated exposure including PAGA penalties, which demonstrates that the settlement is fair and reasonable. Thus, the Settlement represents a fair and reasonable recovery for the claims in the Operative Complaint. (*Id*. at ¶¶ 6, 32.)

C. Settlement Agreement and Accompanying Documents

The Settlement Agreement is attached to the Declaration of Marta Manus 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 as non-exempt employees at any point from July 24, 2020, through June 3, 2025 ("Class Period")." (*Id*. at ¶ 13, Ex. 1, ¶ 1.5.)

There is total of approximately 10,597 Workweeks worked by approximately 243 Class Members during the Class Period, resulting in a recovery of an estimated $16.33 per Workweek (estimated NSA of $173,008.00 divided by 10,597). Each Class Member will receive an average Individual Settlement Award of approximately $711.97 (estimated NSA of $173,008.00 divided by 243Class Members), with the highest estimated Individual Settlement Award of approximately $4,131.49 (total weeks in the Class Period (253) multiplied by $16.33). (Manus Decl., ¶ 7.)

Additional proposed disbursements from the GSA are as follows:

Class Counsels' Fees	Up to $130,000 (1/3 of the Gross Settlement Amount)
Class Counsels' costs for actual expenses incurred	Up to $25,000
Administration Expenses Payment	Estimated to be up to $10,492

Class Representative Service Payment	Up to $12,500 to Plaintiff Cameron Cato
PAGA Penalties	$39,000 ($25,350) to LWDA; $13,650 to Aggrieved Employees)

(*Id.*)

The Parties have agreed on Rust Consulting, Inc. ("Rust" or "Administrator") as the Administrator and respectfully request that this Court appoint Rust to handle the claims administration procedures, including the Class Notice procedure, including posting relevant case-related settlement documents, including the judgment on Rust's website. (Manus Decl., ¶ 8; **Exhibit 2** to the Manus Decl. [Declaration of Eric Bishop of Rust, ¶ 4.].)

D. The Class Notice Provides Adequate Notice to Class Members

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

The proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the settlement. It will notify all Class Members of the terms of the settlement, of its effect on their rights, of their options as Class Members (i.e., participate, object, opt-out, and dispute Workweeks and PAGA Pay Periods), and procedures for exercising those options. (Manus Decl. ¶ 34; *see* Class Notice, Exhibit A to Exhibit 1 thereto).

The standard for determining the adequacy of notice is whether it has "a reasonable chance of reaching a substantial percentage of the class members." *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. Here, the Class Notice will be sent via First-Class U.S. mail to each Class Member at their addresses from Defendant's records. (Manus Decl., ¶ 34; Ex. 1, ¶ 7.4.2.) If any Class Notices are returned undeliverable without a forwarding address, the Administrator will use the national change of address database and perform a skip trace to locate the Class Member and mail a new Class Notice to the updated address. (Manus Decl., ¶ 34; Ex. 1, ¶ 7.4.3.) The Parties have confirmed that Class Notice will be translated into Spanish in addition to English. (Manus Decl., ¶ 34.)

The Class Notice should be approved as the best and most practicable way to ensure the greatest possible number of Class Members will receive notice. Plaintiff respectfully requests that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Parties' Settlement Agreement. (Manus Decl., ¶ 36.)

III. CONDITIONAL CERTIFICATION OF THE CLASS

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

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

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

A. The Proposed Class is Ascertainable and Numerous.

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

Here, the Class definition is sufficiently specific to enable potential Class Members and the Court to identify the Class Members, all of whom have indeed been identified by Defendants' employment and payroll records. There are approximately 243 Class Members, which is sufficient to satisfy numerosity requirements. (Manus Decl., ¶ 13, Ex. 1, ¶ 4.1.)

B. Common Issues of Law or Fact Predominate

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

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

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

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

Typicality means that the class representative's claims are similar to those of the class members. The interests of a class representative need not be identical to those of other class members; a class representative must simply be similarly situated. (*B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Here, the proposed Class 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. (Manus Decl., ¶¶ 14-15.)

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. (Manus Decl., ¶¶ 37-43.)

The Class Representative has agreed to act as such and understands his responsibilities.

(Declaration of Cameron Cato ("Cato Decl."), ¶¶ 5-6, filed herewith.) The Class Representative has no claims or other interests that are antagonistic to the Class. (Manus Decl., ¶ 15.)

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." (*Ibid*.) The court must also take into consideration "the most important factor [which] is the strength of the case for the Plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Footlocker Retail Inc.* (2008) 168 Cal.App.4th 116, 118)

The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. (Manus Decl., ¶¶ 20-21.) The Settlement represents a fair and reasonable value of all claims. (*Id*. at ¶¶ 22-33.) There is no claim form required so all Class Members will be paid unless they opt out, and there is no reversion to Defendant. (*Id*. at ¶ 6.)

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, Steven J. Serratore. Before 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 necessary for a constructive mediation. Defendant provided a an agreed upon production of timekeeping and payroll data for approximately 238 Class Members (equal to approximately 98.3% of 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 (Manus Decl., **Exhibit 4** [Declaration of Jarrett Gorlick of Berger Consulting Group].). The Parties agreed on the proposed Settlement after the mediation, which involved extensive negotiations conducted through the mediator. (Manus 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. (Manus Decl., ¶ 7, Ex. 1, ¶¶ 1.23, 3.2.4.)

Based on that experience, the information produced by Defendant, and the expert's calculations, 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 pay and time data for approximately 98.3% of 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 other allegedly Aggrieved Employees. (Manus Decl., ¶ 17.)

Based on the documents and information provided by Defendant and its own independent investigation and evaluation, Class Counsel and Plaintiff is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. (Manus Decl., ¶ 20.)

The Settlement amount is, of course, a compromise figure. Plaintiff considered the risks that the Class would not be certified, the risks related to proof of Plaintiff's claims, and the strengths and weaknesses of Defendant's other defenses. Plaintiff also considered the possibility that if a settlement were reached after additional years of litigation, the great expenses and attorneys' fees of litigation would reduce the amount of funds available to Class Members for settlement. Furthermore, Plaintiff took into consideration the time delay and financial repercussions of liability trials, numerous damages trials, and the possibility of an appeal by Defendant. (Manus Decl., ¶ 21.)

For the Class claims, the Parties in this matter have agreed to the amount of $390,000.00,[2] exclusive of the employer's portion of payroll taxes and fees, on a class-wide basis, with no claim form requirement and no residual to revert to the Defendant. (Manus Decl., ¶ 6.) Based on Plaintiff's expert's analysis for mediation, this case had a reasonable value of approximately $459,654.70 for the underlying Labor Code claims (excluding PAGA penalties). After considering the sharply disputed factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the substantial benefits to be received under the compromise and settlement of the action, Class Counsel are of the opinion that settlement is in the best interests of the Class and is fair and reasonable. Accordingly, the Gross Settlement Amount of $390,000 represents approximately 85% of the maximum potential value of the underlying Labor Code claims (valued at $459,654.70) and approximately 51% of the overall estimated value including PAGA penalties (total case value of $762,444.70 ($459,654.70 +$302,790), which is an exceptional result. The estimated Net Settlement Amount of $173,008 represents approximately 23% of the overall value of $762,444.70, further supporting the reasonableness of the Settlement. (Manus Decl., ¶¶ 6, 32-33.)

C. Limited Standing to Object to Proposed Settlement

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

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[2] $39,000 of the $390000.00 Gross Settlement Amount is apportioned to the PAGA civil penalties claim, with 35% allocated to the Aggrieved Employees, and 65% to the LWDA. (Manus Decl., ¶ 7.)

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 $39,000 for resolution of Plaintiff's PAGA claims. Of this amount, 35%, or $13,650.00, will be distributed to Aggrieved Employees. (Manus Decl., ¶ 30, Ex. 1, ¶ 1.34.)

Released PAGA Claims are limited to those claims that occurred during the PAGA Period (defined as the period from July 7, 2023, through April 23, 2025) based on the facts alleged in the Plaintiff's PAGA Notice. (Manus Decl., Ex. 1, p.3.) The amount of PAGA Penalties allocated here provides a comparable, and at times, larger allocation to the LWDA than those approved in other settlements. (See, e.g., *Viceral v. Mistras Grp. Inc*. (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8 [approving an allocation of $20,000 of a $6,000,000 settlement to the PAGA civil penalties]); *In re Uber FCRA Litig*. (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL 2806698, at *2 [approving an allocation of $7,500 of a $7,500,000 settlement to the PAGA civil penalties].)

The proposed PAGA Penalties portion of the Settlement is both just and in the public's interest. The Parties believe and agree that the settlement provides for a fair, adequate, and reasonable resolution of the representative PAGA claim in the Operative Compliant. The Parties also believe that the proposed Settlement is to the advantage of the State of California and the Aggrieved Employees when considering the time and expense necessary to complete protracted litigation which, regardless of the verdict, would undoubtedly be subject to further significant delay and expense pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It also provides a proportional sum to each Aggrieved Employee on a pro-rata basis based on the number of PAGA Pay Periods they worked during the PAGA Period. (Manus Decl., ¶ 31, Ex. 1, ¶ 1.24.) Furthermore, public policy strongly favors the settlement of litigation. (*Consumer Advoc. Grp., Inc. v. Kintetsu Enterprises of Am.* (2006) 141 Cal.App.4th 46, 63.)

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

VI. THE CLASS REPRESENTATIVE SERVICE AWARD IS REASONABLE

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

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

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

Plaintiff conferred with Class Counsel detailing his knowledge of Defendant's alleged practices. Plaintiff has diligently, adequately, and fairly represented the Class Members, and has not placed his interests above any member of the putative Class. This sort of payment to a class representative has been a common feature of settlements negotiated by Class Counsel and routinely approved by courts. The Class Representative Service Award of $12,500 to the named Plaintiff is fair and reasonable. (Manus Decl., ¶ 45; Cato Decl., ¶¶ 8, 10, 14.)

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

Class Counsel respectfully requests, without opposition from Defendant, an award of attorneys' fees of no more than One Hundred Thirty Thousand Dollars and Zero Cents ($130,000.00), one-third of the Gross Settlement Amount and reasonable litigation costs, not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000), subject to approval by the Court. (Manus Decl. ¶ 44, Ex. 1, ¶ 1.7.)

Class Counsel submits it has the requisite experience, knowledge, and resources to serve as Class Counsel and to zealously represent the Class. (Manus Decl., ¶¶ 42-43.) Class Counsel has incurred substantial hours in prosecuting this action on a contingency basis and will not receive any compensation for their efforts until recovery is obtained for the Class. In addition, Class Counsels' efforts in reaching the Settlement on behalf of the Class will confer a significant benefit to the Class. As such, the requested award of attorneys' fees and costs is reasonable.

VIII. REQUESTED RELIEF

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

1. Conditionally certify, for settlement purposes only, a Class consisting of "all persons employed by Defendant in California as non-exempt employees at any point from July 24, 2020, through June 3, 2025 ("Class Period").
2. Preliminarily appoint Emil Davtyan, David Yeremian, Gregg Lander, Esq., Vanessa M. Ruggles, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc. as Class Counsel;
3. Preliminarily appoint Plaintiff Cameron Cato as the Class Representative;
4. Order preliminary approval of the proposed Class Action and PAGA Settlement Agreement ("Settlement") on a class-wide basis, direct that the Class Notice to

be mailed to the Class, and set a hearing for final review of the proposed Settlement;

5. Preliminarily appoint Rust Consulting, Inc. as the Administrator to handle the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and claims administration procedures as set forth in the Settlement; and

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

IX. CONCLUSION

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

Respectfully Submitted,

Dated: November 20, 2025

D.LAW, INC.

By:__________________________
Enoch J. Kim, Esq.
Marta Manus, Esq.
Attorneys for Plaintiff

Superior Court of Alameda County Public Portal

Make a Reservation

CATO vs PURPLE COMFORT INNOVATION, LLC

Case Number: 24CV084548 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-07-24 Location: Rene C. Davidson Courthouse - Department 20

Reservation

Case Name:
CATO vs PURPLE COMFORT INNOVATION, LLC

Case Number:
24CV084548

Type:
Motion re: (Motion for Preliminary Approval of Settlement)

Status:
RESERVED

Filing Party:
Cameron Cato (Plaintiff)

Location:
Rene C. Davidson Courthouse - Department 20

Date/Time:
07/01/2026 3:00 PM

Number of Motions:
1

Reservation ID:
288830245770

Confirmation Code:
CR-MCTE8FH3FJKDDIXBT

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:
924555

Payment Date:
n/a

Print Receipt | Reserve Another Hearing | View My Reservations