BIBIYAN LAW GROUP, P.C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Keaton D. Mendoza (SBN 321172)
kmendoza@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Telephone: (310) 438-5555
Facsimile: (310) 300-1705

Attorneys for Plaintiff, RAJA S. KAKISH, on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

RAJA S. KAKISH, an individual and on behalf of all others similarly situated and aggrieved,

Plaintiff,

v.

JWILLIAMS STAFFING, INC., a California corporation; JOANNE WILLIAMS, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CVRI2404156

[Assigned to the Hon. Harold W. Hopp, in Dept. 1]

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; DECLARATIONS OF VEDANG J. PATEL, DAVID D. BIBIYAN, RAJA S. KAKISH, AND JODEY LAWRENCE IN SUPPORT THEREOF

HEARING INFORMATION:

DATE: September 14, 2026
TIME: 8:30 a.m.
DEPT: 1

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 14, 2026 at 8:30 a.m. or as soon thereafter as they may be heard in Department 1 of the Superior Court of the State of California for the County of Riverside, Plaintiff Raja S. Kakish ("Plaintiff"), on behalf of himself and all others similarly situated and aggrieved, will and hereby does move for this Court for entry of an Order:

1. Preliminarily certifying the following settlement class ("Settlement Class," "Settlement Class Members" or "Class Members") for the purpose of settlement only: all non-exempt, hourly-paid individuals that worked for defendant JWilliams Staffing, Inc. ("Defendant") and were assigned to Defendant's client, JWilliams Staffing, Inc., during the period from April 19, 2020 through April 27, 2025 ("Class Period").

2. Preliminarily approving Plaintiff as Class Representative.

3. Preliminary approving David D. Bibiyan, Vedang J. Patel, and Sarah Cohen of Bibiyan Law Group, P.C., as Class Counsel.

4. Preliminarily approving the settlement claims under the terms set forth in the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement").

5. Preliminarily approving payment of the Gross Settlement Amount of $1,500,000.00, which is subject to escalation pursuant to the Settlement Agreement.

6. Approving the form and content of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") submitted herewith.

7. Appointing Phoenix Class Action Administration Solutions ("Settlement Administrator") to administer the Settlement, including distribution of the Class Notice, as set forth in the Settlement Agreement.

8. Preliminarily approving the payment of not to exceed $27,500.00 for settlement administration to the Settlement Administrator from the Gross Settlement Amount.

9. Preliminarily approving a service award of not more than $10,000.00 to the Plaintiff, in consideration for Plaintiff's extensive efforts in prosecuting this case.

10. Preliminarily approving payment of reasonable attorneys' fees to Class Counsel in the

amount of not more than thirty-five percent (35%) of the Gross Settlement Amount which, unless increased pursuant to the Settlement Agreement, amounts to $525,000.00.

11. Preliminarily approving reimbursement of Class Counsel's costs in an amount, according to proof, of not more than $50,000.00.

12. "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from July 19, 2023 through the end of the Class Period ("PAGA Period").

13. Preliminarily approving PAGA penalties in the amount of $150,000.00, sixty-five percent (65%) or $97,500.00 of which will be paid to the Labor and Workforce Development Agency ("LWDA") out of the Gross Settlement Amount, and thirty-five percent (35%) or $52,500.00 of which will be distributed to Aggrieved Employees.

14. Entering an Order preliminarily approving the Settlement consistent with the terms of the Settlement Agreement.

Good cause exists for granting this Motion in that the proposed settlement is fair, reasonable and adequate.

This Motion will be based on this Notice of Motion, the Memorandum of Points and Authorities filed herewith, the declarations in support, and exhibits attached thereto, arguments of counsel and upon such other materials contained in the file and pleadings of this action.

/ / /

Dated: June 22, 2026

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel

VEDANG J. PATEL
Attorneys for Plaintiff, RAJA S. KAKISH,
on behalf of himself and all others
similarly situated and aggrieved

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Raja S. Kakish ("Plaintiff"), on behalf of himself and all others similarly situated and aggrieved, hereby applies for preliminary approval of the proposed Class Action and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement") upon the terms and conditions set forth in the Settlement Agreement, attached to the Declaration of Vedang J. Patel ("Patel Decl.") attached as Exhibit "1."

On July 19, 2024, Plaintiff commenced this Action by filing a complaint against defendant JWilliams Staffing, Inc. ("Defendant") for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code § 227.3; and (10) unfair competition (the "Class Action").

On July 19, 2024, Plaintiff filed with the Labor and Workforce Development Agency ("LWDA") and served on Defendant a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties, on behalf of Aggrieved Employees, for alleged Labor Code violations ("PAGA Notice"). A true and correct copy of the PAGA Notice is attached to the Declaration of Vedang J. Patel as Exhibit "2."

On December 9, 2024, Plaintiff filed a separate representative action under the Private Attorneys' General Act ("PAGA") Action seeking civil penalties under PAGA for violations of various Labor Code sections (the "PAGA Action").

The Parties agreed to attend mediation. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for approximately 10% of Class Members through mediation; (b) data points for class size, workweeks, pay periods, and terminated employees; and (c) relevant wage and hour policy documents.

On May 21, 2025, the Parties participated in mediation presided over by Will Klatte, Esquire. While the parties were unable to reach settlement on that date, through negotiations, the Parties were able to reach the Settlement.

Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

As part of the Settlement, the Parties agree to filing a First Amended Complaint in the Class Action to include all PAGA claims from the PAGA Action, thereby effectively consolidating the two actions. The Parties will treat the First Amended Complaint in the Class Action as the Operative Complaint, once filed. ("Operative Complaint").

II. THE SETTLEMENT

Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.679, *et seq*., the Parties have agreed to settle the Action by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy of which is attached to the Patel Decl. as Exhibit "1" thereto. A summary of the terms of the settlement is as follows:

Defendant will stipulate, for purpose of this settlement only, as follows:

- Certification of a class ("Settlement Class," "Settlement Class Members" or "Class Members") defined as: all non-exempt, hourly-paid individuals that worked for defendant JWilliams Staffing, Inc. ("Defendant") and were assigned to Defendant's client, JWilliams Staffing, Inc., during the period from April 19, 2020 through April 27, 2025 ("Class Period").
- Defendant will pay $1,500,000.00 ("Gross Settlement Amount") to resolve the matter.
- The Settlement was negotiated based on Defendant's representation that, as of the date of the Settlement Agreement, (1) there are 4,138 Class Members and 73,146 Total Workweeks during the Class Period and (2) there are 1,500 Aggrieved Employees who worked 31,188 Pay Periods during the PAGA Period. Should the Administrator preliminarily determine, based on the paystub counts provided to the Class Members and Aggrieved Employees for work performed, that the Total Workweeks exceed 80,461, Defendant shall have 30 days to submit any further documentation appropriate

to the Administrator to establish a lesser amount. The Administrator will then factor in these additional documents to determine the correct Workweeks. The Gross Settlement Amount was calculated based on the estimate that Class Members worked a total of 73,146 Workweeks during the Class Period. If the total number of Workweeks during the Class Period increases by more than 10% (i.e. more than 80,461 workweeks), then the Gross Settlement Amount will be increased proportionally by the number of workweeks worked in excess of 10% . For example if the total number of Workweeks is 11% higher than 73,146, then the Gross Settlement Amount shall increase by 1%. If the escalator provision is triggered, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains thirty-five percent (35%) of the GSA after the upward adjustment required by this provision is implemented.

- Defendant will pay the employer's share of taxes separate and apart from the Gross Settlement Amount.
- This is a non-reversionary settlement.
- Class Members will be paid their *pro rata* share of the class action settlement based on the total number of Workweeks[1] worked during the Class Period.
- The Settlement Administration costs, estimated not to exceed $27,500.00 will be paid out of the Gross Settlement Amount.
- Class Counsel will apply for, and Defendant will not oppose, attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $525,000.00, and actual costs, not more than $50,000.00 all of which will be paid out of the Gross Settlement Amount.

[1] "Workweek" means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on the paystubs issued to the Class Member for work performed, or as otherwise demonstrated by reliable documentation.

- Class Counsel will apply for, and Defendant will not oppose, a service award in the amount of $10,000.00 to Plaintiff, which will be paid out of the Gross Settlement Amount.
- "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from July 19, 2023 through the end of the Class Period ("PAGA Period").
- Defendant have agreed to pay $150,000.00 as PAGA penalties, sixty-five percent (65%) or $97,500.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and thirty-five percent (35%) or $52,500.00 of which will be distributed to the Aggrieved Employees.
- For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid at Work.

III. <u>THE TWO-STEP APPROVAL PROCESS AND THE PRESUMPTION OF FAIRNESS</u>

Any settlement of class litigation must be reviewed and approved by the Court. (*See* Cal. Rules of Court, rule 3.769). This is done in two steps: (1) an early (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. (*See id.*). Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In short, there is a presumption that the negotiations were conducted in good faith. (Newberg on Class Actions, § 11.51; *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation* (N.D. Cal. May 17, 2017) No. 16-cv-00295, 2017 WL 2214655, quoting *United States v. Oregon* (9th Cir. 1990) 913 F.2d 576, 580.). Here, the negotiations were conducted in good faith.

/ / /

/ / /

IV. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS

A notice of settlement of a class action "must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (Cal. Rules of Court, rule 3.769, subd. (f).) Attached to the Patel Decl. as Exhibit "1" is the Settlement Agreement between the Parties. Attached to the Settlement Agreement as internal Exhibit "A" is the proposed Class Notice to be distributed to Class Members in English and Spanish. The proposed Class Notice satisfies these requirements. The Parties respectfully request that this Court approve the above-referenced Class Notice and dissemination of the Class Notice to the Class Members, consistent with the manner and timing as set forth in the Settlement Agreement. The Parties have agreed to use Phoenix Class Action Administration Solutions, an experienced settlement administrator, to administer the Settlement.

V. THE SETTLEMENT IS FAIR AND REASONABLE BASED UPON OBJECTIVE EVIDENCE

A. The Settlement was Negotiated at Arm's-Length and is not Collusive

The Settlement that has been reached, subject to this Court's approval, is a product of substantial efforts by Class Counsel. The Settlement was reached after extensive factual and legal investigation and research; substantial negotiation regarding the scope of informal discovery; an exchange of documents and information that included review of time and pay records and analysis thereof with the aid of Plaintiff and expert consultants; an analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiff's employment records; extensive correspondence and communication between counsel; a review of pleadings, evidence and rulings in similar actions litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the country; and preparation for and attendance at one full-day session of mediation, followed by months of further discussions and coordination to finalize the terms and conditions of the general settlement parameters agreed to by the Parties.

While Class Counsel believe in the chance of success of certifying the claims, Class Counsel recognized the potential risk, expense and complexity posed by further litigation. Moreover, litigating Plaintiff's claims in this Litigation—claims that involve approximately 4,138 Class Members during the Class Period—would require enormous preparation and discovery, and ultimately would involve the deposition and presentation of numerous more witnesses (including Class Members and expert witnesses), as well as the consideration, preparation and analysis of expert reports. Therefore, should litigation have progressed any further, there would have been significant expense incurred by each side (above and beyond the expense already incurred).

B. <u>The Settlement Amount is Well Within Range of Reasonableness</u>

The settlement amount reached in this case provides significant recovery to Class Members and Aggrieved Employees, and easily falls within the range of reasonableness. Based on documents and information provided by Defendant, Class Counsel understand there are approximately 73,146 Workweeks during the Class Period.

1. Unpaid Wages for Failure to Pay Off-the-Clock Work

Class Counsel theorized, based on Plaintiff's narrative evidence and documents provided by Defendant, that Defendant failed to pay all wages due to Class Members because Defendant required Class Members to work off-the-clock due to its policies and practices. Class Counsel theorized, based upon Plaintiff's narrative evidence and Defendant's records, that Defendant's timekeeping records are synthetic because 95 percent of all shifts had every single time entry rounded to the nearest half hour, and an additional 53 percent of all shifts were recorded as exactly eight hours in length. Class Counsel also understand from Plaintiffs narrative evidence that Class Members were not permitted to record hours to the nearest minute and were only allowed to record time to the nearest half hour. Additionally, all timesheets were required to be reviewed by supervisors before submission. Class Counsel contend that Defendant maintained a policy prohibiting Class Members from working overtime without prior authorization, which further demonstrates that Class Members were discouraged from recording all hours worked. As a result, Class Members allegedly completed the last few minutes of their work off the clock rather than risk termination. Class Counsel further contend that Class Members regularly began work five to ten minutes before the start of each shift and continued working for approximately five minutes after their scheduled shifts ended. Class Counsel further contend that Plaintiff and Class Members reported they were required to send the timesheets they printed to their supervisors for review prior to approval by human resources, off the clock, so as not to upset clients. Class Counsel further contend that Class Members were required to call into a number and check in each morning before clocking in.

Class Counsel advanced a theory that all Class Members worked off-the-clock for an estimate of six (6) minutes each shift throughout the Class Period, without pay. Class Counsel understand from the data provided and analyzed by expert data consultants that there were 241,911 shifts during the Class Period, 3.9% of shifts worked were over 8 hours, and that Class Members were paid an average of $19.70 per hour. Thus, one calculation performed by Class Counsel at the mediation resulted in Defendant's exposure for unpaid off-the-clock work in the amount of **$943,836 ([**0.1 hr. x $19.70/hr x 1.5 OT rate x 241,911 shifts x 0.039 shifts over 8 hrs] + [0.1 hr. x $19.70/hr x 2 liquidated damages x 241,911 shifts x 0.961 shifts under 8 hrs]).

Class Counsel understand from the mediator and the mediation process that Defendant made the following defenses in connection with this claim: Defendant argued that it did not require Class Members to work off-the-clock and, rather, Class Members were paid for all time suffered or permitted to work. Defendant contends that its policies prohibit off-the-clock work. Defendant also contends that any theory that off-the-clock work was performed is purely speculative, such off-the-clock work was voluntary if it occurred, unapproved, and certainly not indicative of a pattern or practice. For the same reason, Defendant contends this claim not subject to class treatment and would make a trial in this Litigation unmanageable. Defendant further argued that any estimate of time worked off-the-clock for every single shift during the Class Period is an exaggeration. Thus, Defendant contends that no monies are owed under this theory.

/ / /

2. Recovery of Damages for Non-Compliant Meal Periods

Class Counsel theorized, based on the narrative evidence of Plaintiff, as well as documents produced by Defendant, that Defendant's meal period policies and practices throughout the Class Period were non-compliant. Class Counsel theorized, based on Plaintiff's narrative evidence, that meal periods were regularly late, short, or missed. Class Counsel theorized that Defendant's timekeeping records are synthetic because the timesheets reflected meal breaks of exactly thirty or sixty minutes in length, and Defendant's own policies required supervisors to review and approve time records. Class Counsel further contend that Defendant's meal period policies throughout the Class Period were non-compliant because the policies contained no language regarding: (1) when meal breaks were required to be taken; (2) that Class Members were entitled to premium pay if meal breaks were provided in violation of California law; and (3) that meal breaks were required to be at least thirty minutes in length. Class Counsel also understand that Class Members allegedly were not permitted to refuse client requests, or requests from residents they were assisting, and were required to ensure that all calls were answered, even during meal periods. Class Counsel further contend that Class Members were not allowed to leave the premises during meal breaks without reporting it to their supervisors. Indeed, Defendant's own policies explicitly stated that employees were not allowed to leave the premises for meal breaks. Notably, no meal period premiums were ever issued throughout the Class Period.

Class Counsel understand from the documents produced by Defendant and analyzed by expert data consultants that there were 77,550 unique meal period violations (*i.e.* meal periods that were late, short, or missed) during the Class Period through the mediation. Thus, one theory advanced by Class Counsel, based solely on facial and unique violations, resulted in Defendant's liability for unpaid meal premiums of **$1,527,735** [$19.70/hr x 77,550 unique meal period violations].

Class Counsel understand from the mediator and the mediation process that Defendant makes the following defenses in connection with this claim: Defendant argued that it had compliant meal period policies and practices. Defendant argued that Class Members took timely and full meal periods. Defendant contends that its policy requires their employees to take timely and full meal periods. Defendant argued that many Class Members signed valid meal period waivers. Defendant further contends that any instance of a Class Member failing to take a compliant meal period was voluntary, in violation of its meal period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

3. Recovery of Damages for Non-Compliant Rest Periods

Class Counsel theorized, based on Plaintiff's narrative evidence and Defendant's records, that Defendant's rest period policies and practices throughout the Class Period were non-compliant because Defendant's rest break policies failed to state that rest breaks must be taken in the middle of every four hours worked and instead permitted supervisors to schedule them as they deemed fit. Additionally, there was no mention that, if rest breaks were missed, short, or late, Class Members would be entitled to rest break premiums. Class Counsel contend that Class Members reported that their work duties kept them so busy that they rarely, if ever, took rest breaks. Class Counsel further contend that Defendant required Class Members to remain on the premises during their rest breaks. Notably, no rest period premiums were ever issued throughout the Class Period.

Class Counsel understand from the documents provided that there were 241,204 rest-eligible-shifts. Thus, one calculation performed by Class Counsel resulted in, assuming a conservative 40% violation rate for rest-eligible shifts, **Defendant's exposure for failure to provide compliant rest periods in an amount of $1,900,687** (241,204 shifts greater than 3.5 hours x .40 violation rate x $19.70/hour).

Class Counsel understand from the mediator and the mediation process that Defendant make the following defenses in connection with this claim: Defendant argued that they had compliant rest period policies and practices. Defendant argues that Class Members took timely and full rest periods. Defendant contends that their policy requires their employees to take timely and full rest periods. Defendant further contends that any instance of a Class Member failing to take a compliant rest period was voluntary, in violation of their rest period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Further, *arguendo*, Defendant contends that a 40% violation rate is a wild exaggeration of rest period violations. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

4. Wage Statement Violations

Class Counsel theorized that Class Members are entitled to recover penalties for Defendant's alleged failure to issue compliant wage statements under Labor Code section 226, subdivision (e), for the derivative impact of the failure to pay all wages owed on providing accurate information on wage statements. Specifically, Class Counsel theorized that penalties are owed under Labor Code section 226 due to, at minimum, Defendant's failure to pay premium wages. A non-exempt employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period. Class Counsel understand from the data provided by Defendant that there were 31,188 pay periods during the relevant statutory time period for Class Members. If, in fact, Class Members worked every off-the-clock every shift as set forth above, and no rest premiums were paid, every wage statement would thus, Class Counsel theorized, violate Labor Code section 226. However, due to the derivative nature of wage statement penalties, as well as the requirement that Defendant's failure to comply with Labor Code section 226 be knowing and intentional, one calculation performed by Class Counsel at mediation, based on the initial penalty of fifty dollars ($50) in light of Defendant's defenses, and assuming a 20% violation rate, resulted in **Defendant's exposure for wage statement violations in the amount of $311,880** (31,188 pay periods x $50/pay period x .20).

Class Counsel understand from the mediator and the mediation process that Defendant makes the following defenses: Defendant contends that the wage statements issued to the employees fully complied with Labor Code section 226. Defendant contends that because it believes no wages are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also understand the risks inherent in this claim if the above claims were not certified. Class Counsel also had to factor in, and did factor in, the risk that the Court would find there was no injury to Class Members even if the wage statements were inaccurate or that Defendant's conduct was not intentional, both of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel also note that the calculation used does not take into account the fact that all Class Members did not work all pay periods and, therefore, Class Counsels' calculation does not take into account the maximum penalty of $4,000 in Plaintiff's exposure model used at mediation.

5. Waiting Time Penalties

Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period (*i.e.*, three years before the filing of the initial Complaint) is entitled to 30 days' worth of wages as waiting time penalty for not being paid all wages due upon separation from employment. Class Counsel theorized at mediation, based on relevant documents provided by Defendant, that, under Labor Code section 203, Defendant is liable to pay each Class Member, who was terminated during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages due at the time of termination or resignation. Based on relevant documents provided by Defendant, there were approximately 2,258 Class Members who were terminated or resigned during the relevant statutory period. Thus, one calculation performed at mediation by Class Counsel, assuming a 20% violation rate, resulted in **Defendant's exposure for waiting time penalties to be approximately $2,135,164** (2,258 separated Class Members x $19.7/hour x 8 hours x 30 days x 0.20).

Class Counsel understand from the mediator and the mediation process that Defendant contends that there is no credence to Plaintiff's off-the-clock theory and that, thus, no waiting time penalties are owed based on that theory. Defendant also contends that their actions were not "willful" and that, thus, waiting time penalties cannot be awarded. Thus, Defendant argued that no waiting time penalties are owed.

6. Failure to Reimburse Work Expenses

Class Counsel theorized, based on Plaintiff's narrative evidence, that Defendant failed to indemnify Class Members for necessary business expenses because Defendant required Class Members to use their personal cell phones, computers, and printers without compensation. Class Counsel further theorized, based on Plaintiff's narrative evidence, that Class Members were required to use their personal cell phones to check in each day and to send their timesheets to their supervisors for review. Additionally, Class Members were required to use their personal cell phones for all work-related communications with supervisors, coworkers, and personnel at the worksites where they worked. Class Counsel further contend that Class Members reported they were required to use their personal computers and printers to print physical timesheets.

Class Counsel theorized, based on Plaintiff's narrative evidence, that Class Members would incur expenses of $5 per Workweek for using their cell phones, computers and printers for work purposes. Thus, one calculation performed by Class Counsel resulted in **Defendant's exposure for failure to indemnify for business expenses of $365,730** ($5 per Workweek x 73,146 workweeks).

Class Counsel understand from the mediator and the mediation process that Defendant makes the following defenses: Defendant argued that it reimbursed employees for all expenses incurred in furtherance of work. Defendant argued that, to the extent any Class Members' claims of using personal cellphones, computers, and printers for business purposes would necessitate an individualized inquiry, thereby precluding certification and making any trial thereon unmanageable. Thus, Defendant contends that it owes no monies to Class Members under this theory, either.

7. PAGA Penalties

Class Counsel understand from the time and payroll data provided by Defendant that there are approximately 1,500 Aggrieved Employees who collectively worked 31,188 pay periods in the PAGA Period. Plaintiff's claims in the Action under PAGA are substantially similar to those described herein. PAGA penalties include penalties for initial violations and subsequent violations. Defendant contends that only initial violation rates may be used instead of the subsequent violation rates initially used by Class Counsel. With this in mind and because Class

Counsel through investigation and discovery did not come to the conclusion that Defendant at any time was notified by any governmental entity that they violated any Labor Code sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure model for Defendant to include only initial violation rates.

While Class Counsel are informed and believe that reasonable minds differ with regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate Defendant's maximum exposure in PAGA penalties as follows:

a. Overtime Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $1,559,400 (31,188 pay periods x $50).

b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of $100 for an initial violation and $250 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $3,118,800 (31,188 pay periods x $100).

c. Meal Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single non-exempt employee in the Settlement Period, this amounts to a maximum exposure of $1,559,400 (31,188 pay periods x $50).

d. Rest Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single non-exempt employee in the Settlement Period, this amounts to a maximum exposure of $1,559,400 (31,188 pay periods x $50).

e. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Because this violation is merited only at separation of employment, a 100% violation rate would likely include just one violation per employee. The data produced by Defendant indicates that there were 1,082 Aggrieved Employees whose employment was separated during the PAGA Period. This amounts to a maximum exposure of $108,200 (1,082 Aggrieved Employees x $100).

f. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate for all violations and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $3,118,800 (31,188 pay periods x $100).

g. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the appropriate penalty for failure to reimburse work expenses, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Using *only* the initial pay penalty of $100 for all violations, and a violation every pay period for each non-exempt employee in the PAGA Period, this amounts to exposure of $3,118,800 (31,188 pay periods x $100).

h. Conclusion: In sum, Class Counsel calculated Defendant's total maximum exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved Employee every pay period and not exercise its discretion to reduce any of those penalties to be $14,142,800. Class Counsel understand from the mediator and the mediation process that Defendant argued the following in connection with this claim: Defendant contends that no PAGA penalties are likely to be awarded and, even if they were, the maximum exposure calculated by Class Counsel is vastly overstated. First, Defendant defends that PAGA penalties cannot and should not be stacked. Second, Defendant asserts that individualized issues predominate the PAGA claims, making the claims unmanageable for trial. Third, Defendant denies that a violation for each pay period can be established. Fourth, Defendant contends that a Court is unlikely to exercise its discretion to award civil penalties under PAGA where, as here, there is no conduct shown by Plaintiff that would show any Labor Code violation by Defendant are knowing and intentional. Defendant insists that this is especially true in this Action where class action damages are available to Class Members, rendering an award of PAGA penalties in addition to class action damages to be double recovery.

Class Counsel maintain that it is possible to recover the subsequent violation rate for penalties, that stacking is permissible, and that there is no manageability requirement under PAGA (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believe a 90% discount of this claim to be reasonable, resulting in a valuation of **$1,414,280** as a reasonable estimate of the likelihood of what Plaintiff may recover at trial for PAGA penalties ($14,142,800 x .10).

8. Conclusion

When including derivative penalties, such as waiting time penalties, wage statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendant's maximum exposure to be approximately **$8,599,312**. In all, Class Counsel obtained a Gross Settlement Amount of **$1,500,000.** Particularly in light of the risks involving obstacles to class certification, all issues and risks related to liability, the issues with manageability at trial, the discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable and adequate settlements, Class Counsel strongly believe that the settlement reached is fair, reasonable and adequate, and in the best interest of Class Members.

Moreover, $150,000 of the Gross Settlement Amount was attributed to PAGA penalties. This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the fact that damages are available for the failure to pay wage claims while only penalties are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA penalties at all in light of the fact that damages are available for Class Members and it may find any further liability against Defendant unnecessarily punitive.

VII. THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE

Class Counsel seek an attorneys' fees award of *not more than thirty-five percent* (35%) of the Gross Settlement Amount, which, unless escalated pursuant to the Agreement, would amount to $525,000.00. Class Counsel also seek reimbursement of costs no greater than $50,000.00.

The requested fees fall well within the historical range of attorney's fees awards under the common fund theory, which is generally from 25% to 50%. The requested fee is fair compensation for undertaking complex, risky, expensive and time-consuming litigation on a contingent fee basis. Thus, the Court should preliminarily approve the requested attorneys' fees and costs, which are justified by the results achieved, the complexity of the issues, the difficulty of the case and the great risks undertaken by Class Counsel. The requested attorneys' fees will not be opposed by Defendant and are well within established guidelines.

VIII. THE REQUESTED ENHANCEMENT AWARD TO THE NAMED PLAINTIFF AND CLASS REPRESENTATIVE IS REASONABLE

Plaintiff is entitled to enhanced awards for his service as class representative, for answering extensive questions by Class Counsel, for being available and answering questions during mediation, for the risks in being the named plaintiff and for providing Defendant with a more expansive release of claims, including a waiver based upon California Civil Code section 1542, in exchange for the enhancement award. Defendant does not oppose the requested enhancement to Plaintiff. Plaintiff risked intrusive discovery and the payment of employer costs. Class Counsel seek an extremely limited enhancement of $10,000.00 for his services.

IX. CONDITIONAL CERTIFICATION FOR SETTLEMENT PURPOSES

A. The Class should be Preliminarily Certified

In California, there are two certification prerequisites: (1) the existence of an "ascertainable class;" and (2) "a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." (*Sotelo v. MediaNews Group, Inc.* (2012) 207 Cal.App.4th

639, 647.) To certify a class, the party advocating class treatment must demonstrate: (1) a numerous class; (2) predominant common questions of law or fact; (3) class representatives with claims or defenses typical of the class; and (4) class representatives who can adequately represent the class." (*Williams v. Sup. Ct.* (2013) 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.) Each of the criteria for class certification is satisfied in this instance:

1. Ascertainability – "Ascertainability" is a due process requirement that ensures it is possible to decide who will be bound by the judgment (*res judica* effect). The determination is made by examining the class definition and the size of the class. Here, the Class Members definition (*i.e.*, all non-exempt, hourly-paid individuals that worked for Defendant and were assigned to Defendant's client, JWilliams Staffing, Inc., during the Class Period) is derived from the operative complaint, which complains of alleged violations of Labor Code sections that are chiefly and, in some instances, solely applicable to non-exempt employees. There is no difficulty ascertaining who is a Class Member based on the above-described definition as it is readily apparent to all involved who is a non-exempt employee who worked in California for Defendant during the Class Period based solely from Defendant; payroll records, which amounts to approximately 4,138 persons.

2. Numerosity – According to the California Supreme Court, a putative class is sufficiently numerous to achieve the numerosity requirement if their joinder is impracticable and thus substantial benefits accrue both to litigants and the courts if the action proceeds as a class action. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435, 446.) Numerosity is presumed satisfied if there are forty (40) putative class members. (*Miri v. Dillon* (E.D. MI 2013) 292 F.R.D. 454, 461.) However, as few as 10 class members has been found sufficient. (*See, e.g., Bowles v. Sup. Ct.* (1955) 44 Cal.2d 574.) Class Counsel understand from documents provided that Defendant identified at least 4,138 Class Members. That is sufficiently numerous to establish the numerosity requirement.

3. Commonality – California law also requires that "questions of law or fact common to the class [be] substantially similar and predominate over the questions affecting the individual members." (*In re Steroid Hormone Product Cases* (2010) 181 Cal.App.4th 145, 153.)

This Litigation is brought to resolve common issues that include whether Defendant failed to pay for all hours worked; whether Defendant provided full, timely and un-interrupted meal and rest periods, whether Class Members are entitled to premium pay for incomplete, untimely or interrupted meal or rest periods, among other claims as set forth above.

4. **Typicality** – Typicality requires only that the named plaintiff's interests in the action be significantly similar to those of other class members. (*Williams v. Sup. Ct.* (2013) 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.) Plaintiff's claims are typical of those of other Class Members as Plaintiff: (1) was non-exempt employee like other Class Members; (2) complain of not being paid for all time under Defendant's control or suffered and/or permitted to work for Defendant; (3) did not receive full premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive premium pay for rest periods that were not provided, among others as set forth above.

5. **Adequacy of Representation** - To maintain a class action, the representative plaintiff must adequately protect the interests of the class. (*Williams v. Sup. Ct.* (2013) 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.) Adequacy of representation consists of two components. First, there must be no disabling conflicts of interest between the class representatives and the class. Second, the class representative must be represented by counsel who are competent and experienced in the kind of litigation to be undertaken. (*See McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450; *accord In re Juniper Networks, Inc. Securities Litigation* (N.D. Cal. 2009) 264 F.R.D. 584, 590.) Both criteria are met in this instance:

(i) <u>No Disabling Conflict of Interest Exists Between the Class Representative and the Class</u>

No conflicts, disabling or otherwise, exists between Plaintiff and Class Members because Plaintiff allege to have been damaged by the same alleged conduct of Defendant (*i.e.*, Plaintiff classified was non-exempt, hourly-paid employee, not paid premium pay, etc.) and thus have the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

///

(ii) <u>Class Counsel are Experienced Class Action Attorneys</u>

As set forth in the Declarations of Class Counsel, Class Counsel in this matter consist of experienced class action attorneys, have been appointed as class counsel in other class actions and have a successful "track record" in litigating class actions.

6. Superiority of Class Action - Also relevant to the Court's certification decision is whether a class action is the superior method of adjudication. (*Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)

It deals with common issues that are most efficiently adjudicated together, as indicated above. Moreover, with at least 4,138 Class Members, presentation of all of them before this Court may be problematic, impractical, and burdensome. On the contrary, a class action allows claims of many individuals to be resolved at the same time, eliminates the possibility of repetitious litigation and affords small claimants with a method of obtaining redress for claims which otherwise would be too insufficient to warrant individual litigation.

7. Conclusion – Thus, because this class action meets all criteria for certification and a lesser standard of scrutiny applies when evaluating these criteria for settlement purposes, it should be certified for purposes of effectuating this settlement.

X. <u>CONCLUSION</u>

Therefore, the Parties request the Court grant preliminary approval of the proposed settlement.

Dated: June 22, 2026

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel

VEDANG J. PATEL
Attorneys for Plaintiff, RAJA S. KAKISH, on behalf of himself and all others similarly situated and aggrieved