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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JAIME RAMIREZ, on behalf of himself and all others similarly situated,

Plaintiff,

v.

GOLDEN GLASS, INC., a Delaware Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 30-2024-01421622-CU-OE-CXC

Assigned to Hon. Melissa R. McCormick

CLASS ACTION

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATIONS IN SUPPORT THEREOF; [PROPOSED] ORDER

Hearing Information:

Date: April 16, 2026
Time: 2:00 p.m.
Dept.: CX105
Reservation No. 74780898

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on TBD, at 10:00 a.m. or as soon thereafter as the matter may be heard by the Honorable Melissa R. McCormick in Department CX104 of the Orange County Superior Court in the State of California, located at 751 West Santa Ana, Santa Ana, California 92701, Plaintiff Jaime Ramirez, individually and on behalf of all others similarly situated, will move the Court for entry of an Order granting preliminary approval of the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" and/or "Settlement"), including:

1. Certifying the Class for purposes of settlement only;

2. Preliminarily appointing Plaintiff Jaime Ramirez as Class Representative for purposes of settlement only;

3. Appointing Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua Falakassa of Falakassa Law, P.C. as Class Counsel for purposes of settlement only;

4. Preliminarily approving the Settlement as fair, adequate, and reasonable, based upon the terms set forth in the Settlement Agreement;

5. Directing distribution of the Class Notice, including notice of the opportunity to exclude oneself from, or object to, the Class Settlement; and

6. Setting a date for a final fairness hearing to determine, following dissemination of the Class Notice, whether to grant final approval of the Settlement.

This motion is based upon the accompanying Memorandum of Points and Authorities; the Declarations of Mehrdad Bokhour, Joshua Falakassa, and Jaime Ramirez in support thereof; the Settlement Agreement; the proposed Order; all other records, pleadings, and papers filed; and upon such other evidence or argument as may be presented to the Court at the hearing.

Dated: February 19, 2026,

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

BY: ____________________________

Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.
Attorneys for Plaintiff and the Putative Class

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I. INTRODUCTION

Through this motion, Plaintiff Jaime Ramirez ("Plaintiff"), individually and on behalf of all others similarly situated, seeks preliminary approval of a $542,500 wage-and-hour class and Private Attorneys General Act (Labor Code §§ 2698. *et seq*.) ("PAGA") action settlement (the "Settlement") between the Settlement Class Members and Defendant Golden Glass, Inc. ("Defendant" or "Golden Glass") (collectively the "Parties")

Specifically, Plaintiff seeks to represent a class of all non-exempt hourly employees who work or worked for Golden Glass in California at any time from August 27, 2020, to December 31, 2025. For purposes of the PAGA Settlement, Plaintiff seeks to represent all non-exempt hourly employees who work or worked for Golden Glass in California at any time from August 27, 2023, through December 31, 2025.

The Class Action and PAGA Settlement Agreement is attached as Exhibit "A" to the Declaration of Mehrdad Bokhour in Support of Preliminary Approval of Class Action Settlement ("Bokhour Decl.") submitted herewith and referred to as the "Settlement Agreement" or, at times, the "Settlement." The proposed Class Notice is attached to the Bokhour Declaration as Exhibit "B."

Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel's request for a reasonable award of Attorney's Fees not to exceed one-third of the Gross Settlement Amount, Class Counsel's reasonable litigation Costs not to exceed $30,000, Administrator's Expenses Payment not to exceed $8,000, PAGA penalties of $20,000 (of which $13,000 or 65% will be paid to the LWDA and the remaining $7,000 or 35% will be paid to the PAGA Members), and a Class Representative Service Payment not to exceed $10,000 to Plaintiff, as follows:

	Total Amount
Gross Settlement Amount	$542,500
Class Counsel Fees Payment	$180,833
Litigation Costs	$30,000
Administrator's Expenses Payment	$8,000
PAGA payment to LWDA (65% of 20K allocation)	$13,000
PAGA payment to PAGA Members	$7,000

Class Representative Service Payment	$7,500
Net Settlement Amount	**$296,167**

(Bokhour Decl. ¶ 12.)

As of the Parties' mediation, the Settlement Class includes approximately 287 non-exempt workers who all work and/or worked for Defendant in California during the Class Period. The Individual Class Payments will be paid pro-rata based on the number of weeks worked by participating Class Members during the Class Period. Assuming a total class size of 287 Settlement Class Members, the average class payment to each Settlement Class Member will be approximately **$1,032.** Of course, those with more weeks worked stand to recover proportionally more. (Bokhour Decl. ¶ 13.)

In addition, approximately 164 PAGA Members worked and/or worked for Defendant in California during the PAGA Period. The Individual PAGA Payments will be paid pro rata based on the number of pay periods paid by PAGA Members during the PAGA Period. Assuming a total group of 164 PAGA Members, the average PAGA payment to each PAGA Member will be approximately **$42.68.** Of course, those with more pay periods worked stand to recover proportionally more. (*Id.*)

The Settlement, once approved, is non-reversionary in that any amounts leftover (e.g., based on an undeliverable check) will not be returned to Defendant, and Settlement Class Members will not be required to submit claim forms to receive payment, but each Settlement Class Member will receive the Class Notice containing information about his/her share, the opportunity to dispute the number of weeks worked by the Settlement Class Member, and the opportunity to opt-out or object to the Class Settlement. All Settlement Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval. (Bokhour Decl. ¶ 14.) PAGA Members do not have a right to opt out of the PAGA Settlement.

Because the Settlement is fair and reasonable and was negotiated at arm's length by experienced counsel and an experienced mediator following a sufficient exchange of information and documents before mediation, it should be preliminarily approved. Plaintiff respectfully requests that the Court enter an order preliminarily approving the Settlement, conditionally certifying the Settlement Class under Code of Civil Procedure § 382 for settlement purposes, approving the proposed Class Notice, appointing Class Counsel as Class Counsel, appointing CPT Group, Inc. as the Settlement Administrator, and scheduling a hearing for the final approval of the Settlement. (Bokhour Decl. ¶ 15.)

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED SETTLEMENT CLASS

Defendant provides design, installation & repairs for glass shower doors, glass handrails, mirrors, patio doors, tabletops, windows & more in the State of California. Plaintiff worked for Defendant as a non-exempt employee with the title of "Glazer/Installer" out of Defendant's Fullerton, California location, beginning on May 26, 2024, until August 14, 2024.

The settlement class consists of Plaintiff and all current and former non-exempt employees who worked for Defendant in California at any time from August 27, 2020, to December 31, 2025. (S.A. ¶¶ 1.4, 1.11.)

B. PROCEDURAL HISTORY

On August 27, 2024, Plaintiff filed this action in Orange County Superior Court alleging that Defendant failed to pay all minimum and overtime wages, failed to provide compliant meal and rest periods, failed to provide accurate itemized wage statements, failed to timely pay all wages due upon separation, and engaged in unfair business practices under California law. On December 9, 2024, Plaintiff filed a First Amended Complaint adding a claim for civil penalties under the Private Attorneys General Act of 2004.

The First Amended Complaint is the Operative Complaint. Defendant denies the material allegations of the Operative Complaint and denies any liability. (Bokhour Decl. ¶ 15.)

Prior to mediation, Plaintiff obtained from Golden Glass, through informal discovery, the available pay and time records for the Class Members, including 25% of the time records on a work week basis, relevant Golden Glass policies, Plaintiff's time and payroll records and wage statements, and the total number of Class Period workers and Workweeks worked up to June 8, 2024. The discovery allowed Plaintiff to conduct a thorough investigation into his claims and Defendant's defenses. (Bokhour Decl. ¶ 17.)

On October 18, 2025, the Parties participated in an all-day mediation session before Lynn Frank, Esq., which culminated in the Parties reaching the settlement memorialized in this Agreement. (Bokhour Decl., ¶ 18, Exhibit "A".) The Parties subsequently memorialized the terms of the Settlement in a long-form Settlement Agreement. (*Id*.) The Parties now seek the Court's preliminary approval of the Settlement.

In addition, a significant factor supporting the reasonableness of the Settlement is Defendant's contention that a substantial portion of the Settlement Class Members executed arbitration agreements containing class and representative action waivers. Defendant asserted that these agreements were enforceable and would require many Class Members' claims to be resolved on an individual basis in arbitration, thereby precluding classwide relief. Plaintiff disputes Defendant's position and contends that the arbitration agreements and class waivers are unenforceable under applicable law. Nevertheless, Plaintiff recognizes that the enforceability of such agreements presents a material litigation risk, particularly given the evolving and fact-intensive nature of arbitration jurisprudence. The possibility that the Court could compel arbitration as to a significant portion of the Class materially reduced the likelihood of obtaining classwide relief and was a meaningful consideration in the Parties' decision to compromise and resolve this Action through settlement

III. SUMMARY OF THE PROPOSED SETTLEMENT

The following is a summary of the principal terms of the Settlement Agreement.

A. SETTLEMENT CONSIDERATION AND ALLOCATION

The $542,500 Gross Settlement Amount, which will be paid, is non-reversionary and will be paid out to Settlement Class Members without the need to submit a claim form or take any affirmative action. It includes (1) Plaintiff's Class Counsel Fees Payment up to one-third of the Gross Settlement Amount, as approved by the Court; (2) A Class Representative Service Payment of $10,000 to Plaintiff, as approved by the Court; (3) Administrator's Expenses Payment, not to exceed $10,000; as approved by the Court (4) a $20,000 PAGA award, 65 percent of which is to be paid to the LWDA pursuant to California Labor Code § 2699(i); (5) the aggregate of all Individual Class Payments to Participating Class Members; and (6) the aggregate of all Individual

PAGA Payments to PAGA members. (S.A. ¶ 3 et seq.)

After all Court approved deductions from the Gross Settlement Amount, it is estimated that $296,167 will be available for Individual Class Payments to Participating Class Members, in addition to $7,000 allocated for Individual PAGA Payments. (Bokhour Decl. ¶ 8.)

B. Notice Procedures

The proposed Class Notice, attached as Exhibit A to the Settlement Agreement, will be mailed to all Class Members and will set forth each Class Member's estimated Individual Class Payment and Individual PAGA Payment, along with the number of Workweeks worked during the Class Period and PAGA Pay Periods worked during the PAGA Period. (S.A. ¶¶ 1.10, 7.4.2.)

No later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet, including each Class Member's name, last known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods. (S.A. ¶ 7.4.1.)

Within 15 days after receiving the Class Data, and using best efforts to perform as soon as possible, the Administrator will mail the Court-approved Class Notice to all Class Members via first-class United States mail. Before mailing, the Administrator will update addresses using the National Change of Address database. (S.A. ¶ 7.4.2.)

If any Class Notice is returned as undeliverable, within 5 business days of receipt, the Administrator will re-mail the Notice using any forwarding address provided by the USPS. If no forwarding address is provided, the Administrator will conduct a Class Member Address Search and re-mail the Notice to the most current address obtained. The Administrator has no obligation to make further attempts if the Notice is returned a second time. (S.A. ¶ 7.4.3.)

The deadlines for Requests for Exclusion, objections, and Workweek or Pay Period challenges will be extended an additional 14 calendar days for Class Members whose Notices are re-mailed. (S.A. ¶ 7.4.4.)

C. Exclusion and Objection Procedures

Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will automatically receive an Individual Class Payment without submitting a claim form. (S.A. ¶¶ 1.33, 7.5.3.)

To opt out of the Class Settlement, a Class Member must submit a signed written Request for Exclusion to the Administrator by fax, email, or mail no later than 45 days after the Administrator mails the Class Notice, plus 14 additional days for Class Members whose Notice is re-mailed. (S.A. ¶¶ 1.40, 7.5.1.)

Non-Participating Class Members will not receive an Individual Class Payment and will not have the right to object to any of the class action components of the Settlement. (S.A. ¶ 7.5.4.) Only Participating Class Members may object to the class action components of the Settlement. Participating Class Members may submit written objections to the Administrator by fax, email, or mail, or may appear at the Final Approval Hearing to present oral objections. (S.A. ¶¶ 7.7.1–7.7.2.)

Regardless of whether a Class Member opts out of the Class Settlement, all PAGA Members are deemed to release the Released PAGA Claims and will receive an Individual PAGA Payment. (S.A. ¶¶ 5.3, 7.5.4.)

D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES

After deduction of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties, the remaining Net Settlement Amount will be distributed to Participating Class Members. (S.A. ¶¶ 1.25, 3.2.)

Each Individual Class Payment will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by the Participating Class Member's Workweeks. (S.A. ¶ 3.2.4.)

If any Class Members submit valid Requests for Exclusion, the amounts allocated to those Non-Participating Class Members will remain in the Net Settlement Amount and be redistributed pro rata to Participating Class Members according to their Workweeks. (S.A. ¶ 3.2.4.2.)

The Settlement allocates $20,000 in PAGA Penalties, with 65 percent ($13,000) payable to the LWDA and 35 percent ($7,000) allocated to Individual PAGA Payments. (S.A. ¶ 3.2.5.)

Each Individual PAGA Payment will be calculated by dividing $7,000 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and multiplying the result by each PAGA Member's PAGA Pay Periods. (S.A. ¶ 3.2.5.1.)

The Agreement further contains an escalator clause under which, if total Workweeks exceed 16,340, Defendant may either shorten the Class Period or increase the Gross Settlement Amount on a pro rata basis by 1 percent for each 1 percent that the total Workweeks exceed the 10 percent threshold. (S.A. ¶ 8.)

E. <u>Timing of Settlement Disbursements</u>

The Administrator will provide Defendant with wire transfer information within 3 days after Final Approval. Defendant shall fund the Gross Settlement Amount within 14 days after the Effective Date. (S.A. ¶ 4.2.)

Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. (S.A. ¶ 4.3.)

Each settlement check will state a void date at least 180 days after mailing. The Administrator will cancel all checks not cashed by the void date. Funds from expired checks will be remitted to the California Unclaimed Property Fund after Court approval of final accounting. (S.A. ¶¶ 4.3.1, 4.3.3.)

F. <u>Tax Treatment</u>

Twenty percent of each Individual Class Payment will be allocated to wages and reported on IRS Form W 2. Eighty percent will be allocated to interest and penalties and reported on IRS Form 1099. (S.A. ¶ 3.2.4.1.) The $7,000 allocated to Individual PAGA Payments will be treated as penalties and reported on IRS Form 1099. (S.A. ¶¶ 3.2.5, 3.2.5.2.) The Administrator will calculate payroll taxes, withhold required employee amounts, notify Defendant of the employer's payroll tax obligations, and remit all required payments to the taxing authorities. (S.A. ¶ 7.2.)

G. <u>Release of Claims</u>

In exchange for the payments described in Section D, and effective as of the date

Defendant fully funds the Gross Settlement Amount and pays all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, release the Released Parties from all claims arising out of or related to the allegations set forth in the Operative Complaint that arose during the Class Period, including claims for: (1) failure to pay minimum and overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (4) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (5) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (6) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804; (7) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and all claims for liquidated damages, civil penalties, interest, fees, and costs based on the foregoing. (S.A. ¶ 5.2.)

In exchange for the payments described in Section D, and effective as of the date Defendant fully funds the Gross Settlement Amount and pays all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, on behalf of the State of California, and all PAGA Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release the Released Parties from any and all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including claims for PAGA penalties arising from the same Labor Code violations identified in the Operative Complaint. All PAGA Members who worked for Defendant during the PAGA Period will release the Released

PAGA Claims described herein and will receive an Individual PAGA Payment, regardless of whether they opt out of the Class Settlement. (S.A. ¶ 5.3.)

In addition to the foregoing releases, Plaintiff separately agrees to a broader general release of claims in consideration of the Class Representative Service Payment and other consideration provided under the Settlement Agreement, including a waiver of rights under Civil Code section 1542. (S.A. ¶ 5.1.)

IV. PROVISIONAL CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE FOR PURPOSES OF SETTLEMENT

California Rule of Court 3.769(d) provides that the Court may certify a provisional settlement class at the preliminary approval stage. It is well established that courts apply a lesser standard of scrutiny when evaluating settlement only class certification as opposed to litigation class certification. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, fn. 19.) The rationale is that no trial is anticipated in a settlement class, so manageability concerns inherent in litigation class certification are not implicated, and the Court's fairness review of the settlement protects the interests of absent Class Members. *(Id.; see also Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.2d 615, 633; *Amchem Prods., Inc. v. Windsor* (1997) 521 U.S. 591, 620.)

For purposes of this Settlement only, Plaintiff respectfully requests that the Court provisionally certify the Settlement Class pursuant to Code of Civil Procedure section 382.

A. NUMEROSITY AND ASCERTAINABILITY

Numerosity is met if a proposed class is so large that joinder of all members would be impracticable. *See* Cal. Code Civ. Proc. § 382. A proposed settlement class is ascertainable if the Class Members can be objectively identified and given notice of the litigation without unreasonable time or expense. *See Medrazo v. Honda of N. Hollywood* (2008) 166 Cal.App.4th 89, 101.

Here, according to Defendant's records, the Settlement Class consists of approximately 287 non-exempt hourly employees who worked in California during the Class Period. (S.A. ¶ 4.1.) This number easily satisfies numerosity. Further, Class Members are readily ascertainable from Defendant's payroll and employment records, which identify each employee's name, last known address, Social Security number, and number of Workweeks and PAGA Pay Periods. (S.A. ¶¶ 1.7, 7.4.1.).

B. WELL-DEFINED COMMUNITY OF INTEREST

1. Commonality

To justify certification, the class proponent must show that questions of law or fact common to the class predominate over the questions affecting the individual members. *See Arenas v. El Torito Rests., Inc*. (2010) 183 Cal.App.4th 723, 732 (citing *Washington Mut. Bank v. Superior Court* (2001) 24 Cal.4th 906, 913.

Plaintiff alleges that he and the Settlement Class were subject to common policies and practices regarding timekeeping, payroll, meal and rest periods, payment of minimum and overtime wages, wage statements, and final wage payments. These claims arise from uniform employment policies applicable to non-exempt hourly employees during the Class Period. Although Defendant disputes liability and whether class certification would be appropriate for litigation purposes, the Parties agree that certification is appropriate for purposes of this Settlement only.

2. Typicality

Typicality "focuses on whether there exists a relationship between the Plaintiff's claims and the claims alleged on behalf of the class." *See* Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* ("*Newberg*") § 3:13 (4th ed. 2002).

Here, Plaintiff alleges that he was subject to the same timekeeping, payroll, meal and rest break, wage statement, and final wage practices as other Settlement Class Members during the Class Period. Plaintiff's claims arise from the same alleged course of conduct and legal theories asserted on behalf of the Settlement Class. For settlement purposes, his claims are sufficiently typical.

3. Adequacy of Representation

The proposed Class Representatives must establish that they will adequately represent the proposed Settlement Class. *See Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th

540, 546. Here, Plaintiff is adequate because he was employed during the Class Period, allegedly experienced the same wage and hour practices as other Settlement Class Members, understands his obligations as Class Representative, and has participated in the prosecution and mediation of this Action. There is no evidence of any conflict of interest.)

Class Counsel are also adequate. Courts consider counsel's experience and competence in class litigation. As set forth in the declarations of Mehrdad Bokhour and Joshua Falakassa, Class Counsel have substantial experience litigating wage and hour class and PAGA actions and have prosecuted this Action through discovery and mediation. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–8.)

4. Superiority

A class action is superior where it provides a fair and efficient method for resolving common claims and promotes judicial economy. (Code Civ. Proc., § 382.) Settlement certification is superior here because it resolves all Class Claims and PAGA claims in a single proceeding, avoids the burden of numerous individual lawsuits, and provides meaningful recovery to employees whose individual claims would likely be too small to litigate separately. The Settlement provides a comprehensive and efficient resolution without the risks, delay, and expense of continued litigation.

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT, WHICH IS FAIR, ADEQUATE, AND REASONABLE

A. CLASS ACTION SETTLEMENTS ARE SUBJECT TO JUDICIAL REVIEW AND APPROVAL UNDER THE CALIFORNIA RULES OF COURT

California law favors settlement, particularly in class actions where resolution conserves judicial resources and avoids the expense and uncertainty of protracted litigation. (*Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1381.) Nevertheless, a class action may not be dismissed or compromised without court approval. (Cal. Rules of Court, rule 3.769(a).) The Rules establish a three-step process: preliminary approval, dissemination of court approved notice, and a final approval hearing at which the Court determines whether the settlement is fair, adequate, and reasonable. (Cal. Rules of Court, rule 3.769(c), (e)–(g).)

The decision whether to approve a proposed class settlement rests within the Court's sound discretion. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235.) In exercising that discretion, the Court does not adjudicate the merits of the underlying claims, but instead evaluates whether the settlement represents a reasonable compromise in light of the risks and uncertainties of continued litigation. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

In assessing fairness, courts consider factors including the strength of the plaintiff's case, the risks, expense, and likely duration of further litigation, the risk of maintaining class status, the amount offered in settlement, the stage of the proceedings, the extent of discovery completed, the experience and views of counsel, and the reaction of the class. (Id. at 1801–1802.) These factors are not exclusive, and the Court may weigh them as appropriate under the circumstances. (*Wershba, supra,* 91 Cal.App.4th at 245.)

At the preliminary approval stage, the Court need only determine whether the settlement falls within the range of possible approval and is free of obvious deficiencies. (*Dunk, supra,* 48 Cal.App.4th at 1802.) A presumption of fairness arises where the settlement is the product of arm's length negotiations, sufficient investigation has been conducted to allow informed decision making, class counsel are experienced in similar litigation, and there is no indication of collusion. (Id.)

As shown below, the Settlement meets these standards and warrants preliminary approval.

B. THE SETTLEMENT IS THE RESULT OF SERIOUS, INFORMED, NON-COLLUSIVE NEGOTIATIONS

The Settlement was the product of extensive arm's-length negotiations between counsel and was facilitated by an experienced wage-and-hour class action mediator, Lynn Frank, Esq. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive. The Settlement reached is the product of substantial effort by the Parties and their counsel. Defendant disputed both certification of class claims and the merits of Plaintiff's claims. Although Plaintiff and Class Counsel believed that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial, and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any of its defenses, the Class Members may not have received any monetary recovery. (Bokhour Decl. ¶ 37.)

C. <u>The Extent of the Investigation was More than Sufficient to Permit Preliminary Approval of the Settlement</u>

Plaintiff thoroughly investigated and evaluated this case's factual and legal strengths and weaknesses before reaching the Settlement. (Bokhour Decl. ¶¶ 22-36.) As described above, the Settlement was reached after extensive investigation and research, thorough calculations and risk evaluation, and a substantial exchange of information relating to Plaintiff and the Settlement Class Members prior to mediation. (*Id.*)

D. <u>The Settlement is a Reasonable Compromise of Claims</u>

To evaluate a proposed class settlement, the Court must be provided with sufficient information regarding "the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) Kullar does not require a precise statement of the maximum theoretical recovery, but rather a record that allows the Court to understand what is at stake and the realistic range of potential outcomes. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412.)

A settlement need not provide 100 percent of the potential recovery to be fair and reasonable. Compromise is inherent in settlement, and courts recognize that negotiated resolutions appropriately reflect the risks, expense, and uncertainty of continued litigation. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.)

Here, substantial legal and factual disputes existed. Defendant denied liability, disputed class certification, and asserted that any alleged violations were individualized and unsuitable for class treatment. (Bokhour Decl. ¶¶ 18–20.) Defendant further contended that its policies complied with applicable law and that, even if deviations occurred, they would require individualized inquiry. (Id.) Plaintiff, while confident in the merits of his claims, recognized the material risks associated with certification, summary judgment, trial, and potential appeal. (Bokhour Decl. ¶ 37.) Given these risks, the Settlement reflects a reasonable compromise of disputed claims and provides meaningful recovery now rather than speculative recovery after years of continued litigation. (Bokhour Decl. ¶¶ 38–42.)

Based on payroll and timekeeping data obtained through informal discovery, Class Counsel estimated that as of mediation there were approximately 287 Class Members who worked 14,855 Workweeks, and 164 PAGA Members who worked 3,330 PAGA Pay Periods. (Bokhour Decl. ¶ 19.) Using these figures, Plaintiff evaluated the maximum exposure and applied risk adjustments reflecting certification risk, merits defenses, and potential statutory reductions. The following summarizes Plaintiff's analysis of each category of claims and the corresponding defenses asserted by Defendant.

1. <u>Failure to Pay All Minimum and Overtime Wages</u>

Plaintiff alleged that Defendant's rounding practices resulted in a systemic failure to compensate Class Members for all hours worked, including minimum and overtime wages. Based on Plaintiff's analysis of a representative sampling of payroll and timekeeping data produced by way of informal discovery, Plaintiff estimated that the rounding policy resulted in certain Class Members being underpaid by a net average of approximately 1.0 minute per shift. (Bokhour Decl. ¶ 20.)

However, that estimate did not account for the substantial risks associated with Defendant's defenses. Defendant contended that Plaintiff's rounding claim would require individualized, employee-by-employee inquiries to determine whether any given Class Member was undercompensated over time, thereby defeating predominance and rendering the claim unsuitable for class certification. Defendant further argued that its rounding practices were facially neutral and compliant with *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, and that, when viewed over the entirety of the Class Period, the policy resulted in employees being overcompensated more often than undercompensated. (Bokhour Decl. ¶ 21.)

In light of these arguments, Plaintiff recognized a significant risk that the Court would deny class certification on the rounding theory. Even if certification were granted, Plaintiff faced material risk that Defendant would prevail at summary judgment or trial based on statistical neutrality and aggregate overcompensation evidence. (Bokhour Decl. ¶ 22.)

Plaintiff also alleged that Defendant failed to include certain non-discretionary bonuses and incentive compensation in calculating the "regular rate of pay" for purposes of overtime and sick pay. Defendant disputed this allegation, arguing that the compensation at issue was discretionary and properly excluded from the regular rate calculation. Defendant further contended that any potential underpayments were made in good faith and were *de minimis*. Defendant's own analysis of payroll records suggested that any underpayment attributable to regular rate calculations was minimal. (Bokhour Decl. ¶ 23.)

Given these defenses and the limited standalone economic value of the underlying wage claims, Plaintiff substantially discounted this component of damages in evaluating settlement. Plaintiff further recognized that the principal exposure associated with these theories lay not in the alleged unpaid wages themselves, but in the derivative claims for waiting time penalties under Labor Code section 203 and wage statement penalties under Labor Code section 226. (Bokhour Decl. ¶ 24.)

Accordingly, in assessing the overall fairness of the Settlement, Plaintiff appropriately accounted for the substantial certification and merits risks associated with the minimum wage, overtime, and regular rate theories. (Bokhour Decl. ¶ 25.)

2. <u>Failure to Provide Meal Periods or Compensation in Lieu Thereof</u>

Plaintiff alleged that Defendant failed to provide code-compliant and timely meal periods during the Class Periods. With respect to Plaintiff's meal period violation claims, based on the sampling of data, Plaintiff estimated that Settlement Class Members suffered approximately 33,000 non-compliant shifts during the Class Period. (Bokhour Decl. ¶ 26.) Based on its theory of liability, Plaintiff estimated Defendant's maximum exposure for meal period violations at $1,353,000. (*Id*.)

However, Defendant denied liability for this claim. It contended, *inter alia*, that all meal periods were taken in compliance with the law or properly waived. (Bokhour Decl. ¶ 27.) Defendant also contended that this claim would not be certified due to the lack of any common evidence tying together the reason Settlement Class Members allegedly experienced a meal period violation, if any. (*Id.*) See *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 25.

In light of these defenses and arguments, Plaintiff discounted Defendant's maximum exposure by 40% for the risk of non-certification and an additional 60% to account for Defendant's defenses on the merits to arrive at an estimated total of $324,720. (Bokhour Decl. ¶ 28.)

3. <u>Failure to Provide Rest Breaks or Compensation in Lieu Thereof</u>

Similarly, Plaintiff alleged that Defendant failed to authorize and permit all legally compliant rest periods throughout the Class Period. Specifically, Plaintiff alleged that Defendant does not maintain a formal rest period policy and, in practice, does not allow Settlement Class Members to leave the premises during rest periods. Plaintiff estimated approximately 66,898 rest period eligible shifts and assumed a 33% violation rate. As such, Plaintiff calculated Defendant's maximum exposure on this claim at $905,129. (Bokhour Decl. ¶ 29.)

However, Defendant disputed Plaintiff's allegations and assumptions and asserted that, at all relevant times, it maintained and strictly enforced rest periods as required by law. Further, Defendant contended that any purported deviations from its rest period policy and practices would necessarily require individualized inquiries to determine which workers, if any, failed to take rest periods, and why. Moreover, Defendant denied any common practice requiring the workers to remain on premises during their rest periods, making this claim not amenable to class treatment. (Bokhour Decl. ¶ 30.)

As such, Plaintiff discounted Defendant's maximum exposure by 70% to account for the risk of non-certification, and an additional 60% to account for Defendant's defenses on the merits to arrive at an estimated exposure of approximately $108,615. (*Id.*)

4. <u>Waiting Time Penalties</u>

With respect to the waiting time penalty claim, based on Defendant's sampling of timekeeping and payroll records, Plaintiff determined approximately 187 Settlement Class Members who separated from Defendant during the statutory period. (Bokhour Decl. ¶ 31.) As such, Plaintiff estimated the maximum potential and theoretical penalties under Labor Code § 201

– 203 at $1,840,080 (187 workers x 8.0 hours per day * average rate of $41 * 30 days). (*Id.*) Because this claim was derivative, it was subject to the defenses to the underlying claims as set forth above. Additionally, Defendant argued that it would defeat the waiting-time penalty claim because any purported failure to pay wages was not willful. (*Id.*) *See Naranjo v. Spectrum Sec. Servs., Inc*., 15 Cal.5th 1056, 1065 (2024).

Therefore, Plaintiff applied a 50% risk of defeat at the class certification stage, and an additional 70% risk of defeat at the summary judgment stage or on the merits, resulting in the risk-adjusted value of $276,012 for the waiting time penalty claim. (*Id.*)

5. <u>Failure to Provide Accurate Itemized Wage Statements</u>

With regards to Plaintiff's derivative wage statement violation claim, Plaintiff estimates the maximum potential penalties were $166,500 (based on, according to Plaintiff's estimates, approximately 3,330 allegedly violative wage statements issued during the Class Period. (Bokhour Decl. ¶ 32.) In calculating Defendant's maximum exposure, Plaintiff gave Defendant the benefit of assuming Plaintiff could only obtain the "initial" wage statement penalty of $50 per violation, for a total of $166,500 in potential wage statement penalties. *Id.*, Lab. Code § 226(e) (providing for a $50 penalty for "initial" violations); *Amaral v. Cintas Corp*. No. 2, 163 Cal.App.4th 1157, 1207 (2008) (finding that "initial" violation rate applies until the employer has been notified that it is violating a Labor Code provision.)

In response to Plaintiff's derivative wage statement violation claim, Defendant contended that any alleged violations were not "knowing and intentional," and that Plaintiff could not establish that they or anyone else suffered "injury" as a result of any alleged wage statement violations, therefore precluding the assessment of any wage statement penalties. (Bokhour Decl. ¶ 33.) Further, Defendant argued this derivative claim would fail for the same reasons Plaintiff's underlying claims would fail, both on the merits and as to class certification. (*Id.*) As such, Plaintiff discounted the calculated maximum exposure by 30% for the risk of non-certification, and by an additional 20% for the risk of being unsuccessful on the merits to arrive at an estimated total of $93,240. (*Id.*)

Plaintiff also sought PAGA penalties for each violation for which they are available and alleged that these penalties can be "stacked." Bokhour Decl. ¶ 34; *See Gonzalez v. Corecivic of Tennessee, LLC*, No. 1:16-cv-01891-DAD-JLT, 2018 WL 4388425 (E.D. Cal. Sept. 12, 2018) ("'stacking' PAGA penalties is not inappropriate under California law"). Assuming that a PAGA penalty is available in the default amount of $100 per pay period and is not reduced, Plaintiff estimated that the maximum potential PAGA penalty would be $333,000 per claim for the 3,330 pay periods in the PAGA period. *See* Cal. Lab. Code. § 2699(f)(2). (*Id.*)

However, this maximum figure fails to account for numerous unresolved issues regarding PAGA claims. (Bokhour Decl. ¶ 35.) First, it is unclear whether stacking is permissible and/or whether the court would award penalties in such a way (especially for purely derivative penalties). (*Id.*) Second, the maximum figure fails to acknowledge that courts have wide latitude to reduce the amount of civil penalties "based on the facts and circumstances of a particular case" and if "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." *Id.*; Labor Code § 2699(h); *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016) (noting in the context of approving settlement that a reduction in PAGA penalties would be "appropriate" based on the "unjust, arbitrary and oppressive, or confiscatory" factors because (i) the employer did not "deliberately evad[e] a clear obligation to provide legally required pay and benefits to employees," (ii) the employer did not "negligently fail to learn about its obligations under the wage and hour laws," and (iii) the employer's obligations were "genuinely unclear" because "there is no straight answer to the question.").

And while the PAGA penalties had a maximum value of $333,000, this fails to acknowledge that courts have wide latitude to reduce the civil penalties "based on the facts and circumstances of a particular case" and if "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Labor Code § 2699(e)(2). Moreover, Defendant argued against the merits of the underlying claims, particularly that the "willfulness" standard and/or "good faith" defenses mitigated the civil penalty claims and rendered any such penalties uncertain. Defendant also argued that it is improper to stack civil penalty claims on top of the underlying statutory claim. (Bokhour Decl. ¶ 35.)

In sum, when factoring in defenses and risks of ongoing litigation, Plaintiff estimates the risk-adjusted class recovery as follows:

• Unpaid Wages:	$0 (*discounted*)
• Meal Period Claims:	$324,720
• Rest Period Claims:	$108,615
• Labor Code §§ 201 – 203 Claims:	$276,012
• Wage Statement Violation Claims:	$93,240
• PAGA Claim:	$20,000
• **Total Risk-Adjusted Penalties and Damages**:	$822,587

(Bokhour Decl. ¶ 37.)

The reasonableness of the settlement is apparent from the fact that the proposed settlement is 65% of Plaintiff's estimate of the risk-adjusted class damages and penalties. For these reasons, Plaintiff submits that the agreed-upon settlement is fair and reasonable. (Bokhour Decl. ¶ 38.) Preliminary approval is thus appropriate since the Settlement will provide significant monetary relief to the Settlement Class. For these reasons, Plaintiff submits that the agreed-upon Settlement is fair and reasonable.

E. CLASS COUNSEL IS EXPERIENCED IN SIMILAR WAGE-AND-HOUR LITIGATION

The attorneys' view of the litigation is entitled to significant weight in deciding whether to approve the settlement. *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18, *aff'd* (9th Cir. 1981) 661 F.2d 939; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 (court must take into account "the experience and view of counsel") (internal quotation and citation omitted).

Class Counsel are also highly experienced in Class and PAGA litigation, having litigated upwards of 250 class actions and PAGA cases, having been named "Super Lawyers Rising Stars" in employment litigation (a distinction awarded to only 2.5% of attorneys), and having achieved class action settlements in California. (Bokhour Decl. ¶¶ 2-5) (Falakassa Decl. ¶¶ 2-8.)

Class Counsel, operating at arm's length, weighed the strengths and risks of this case and is of the view that this is a fair and reasonable settlement in light of the nature of the claims, realistic risk-adjusted value of damages, complexities of the case, the state of the law, and uncertainties of class certification and litigation. (Bokhour Decl. ¶¶ 22-37; Falakassa Decl. ¶¶ 35-42.)

F. <u>THE CLASS NOTICE CONFORMS TO ALL APPLICABLE STATUTES AND RULES</u>

The proposed Class Notice should be approved because it fully informs Settlement Class Members of the nature of the Action, the material terms of the Settlement, and their rights under the Settlement Agreement and applicable law. The Parties utilized the Court approved model notice form attached as Exhibit A to the Settlement Agreement. (S.A. ¶ 1.10.) The manner of dissemination ensures that all, or nearly all, Settlement Class Members will receive notice of the proposed Settlement.

The proposed notice plan complies with California Rules of Court, rules 3.769(f) and 3.766(b). Pursuant to the Settlement Agreement, the Administrator will mail the Class Notice by first-class United States mail to each Settlement Class Member's last known address, after updating addresses through the National Change of Address database. (S.A. ¶ 7.4.2.) Any Notice returned as undeliverable will be promptly re mailed using forwarding information or after conducting a Class Member Address Search. (S.A. ¶ 7.4.3.) Settlement Class Members whose Notices are re mailed receive an additional 14 calendar days beyond the 45-day Response Deadline to submit a Request for Exclusion, objection, or challenge. (S.A. ¶¶ 1.40, 7.4.4.)

The contents of the Class Notice comply with Rule of Court 3.766(d). The Notice includes (1) the material terms of the Settlement; (2) the proposed Class Counsel Fees Payment and Costs and the Administrator's Expenses Payment; (3) details about the final fairness hearing and how Settlement Class Members may elect to exclude themselves or make an objection; and (4) how Settlement Class Members can obtain additional information. *See* Class Notice (Bokhour Decl. ¶ 9, Exhibit B.) In addition, it will inform Settlement Class Members of their estimated settlement share.

California courts afford broad discretion in approving notice procedures so long as they provide meaningful notice reasonably calculated to reach a substantial percentage of the class. (*Archibald v. Cinerama Hotels* (1976) 15 Cal.3d 853, 861.)

Here, direct first-class mail notice to the last known address of each Settlement Class Member, combined with NCOA updating and skip tracing, satisfies due process and exceeds the minimum requirements of Rule 3.766.

The 45-day Response Deadline, with an additional 14-day extension for re-mailed Notices, provides Settlement Class Members ample time to evaluate the Settlement, seek independent legal advice if desired, and determine whether to participate, object, or request exclusion. (S.A. ¶ 1.40.) Settlement Class Members who do not submit a timely Request for Exclusion will automatically receive their Individual Class Payment without the need to submit a claim form. (S.A. ¶ 7.5.3.)

Accordingly, the proposed Class Notice and notice plan satisfy all statutory and constitutional requirements and should be approved.

G. THE NON-REVERSIONARY "CHECKS CASHED" DISTRIBUTION ENSURES MAXIMAL RECOVERY FOR CLASS MEMBERS

The fact that each member who does not opt out of the Settlement shall be mailed a check ensures that every Class Member will be paid unless he or she affirmatively acts to exclude himself or herself. Moreover, the Gross Settlement Amount is non-reversionary, meaning that no settlement funds will revert to Defendant; instead, if any checks are uncashed by the deadline, the funds will be transferred to the State Controller's Office, subject to the Court's approval. Such terms are favored by Courts and demonstrate that there was no collusion between counsel for the parties and that the Settlement is fair and favorable to the Class Members.

H. THE CLASS COUNSEL FEES PAYMENT ALLOCATION UNDER THE SETTLEMENT AGREEMENT IS FAIR

The Settlement Agreement permits Class Counsel to request an award of attorneys' fees in an amount not to exceed 1 3 of the Gross Settlement Amount, or $180,833. (S.A. ¶ 3.2.2.) A fee award based on a percentage of the common fund is well established under California law. (*Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503–504.) Courts routinely approve fee awards of 1 3 of the recovery in wage and hour class actions. (Id.)

The requested fee is reasonable in light of the risks assumed by Class Counsel, the contingent nature of the representation, the results achieved, and the significant litigation risks discussed above, including certification challenges, arbitration defenses, and merits disputes. The Settlement provides meaningful monetary relief to the Class while avoiding the delay and uncertainty of continued litigation.

At final approval, Class Counsel will submit a detailed motion supporting the requested fee, including evidence of hours worked, lodestar, costs incurred, and the results achieved. The requested percentage falls within the range regularly approved by California courts and should therefore be preliminarily approved.

I. THE CLASS REPRESENTATIVE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND APPROPRIATE

The Settlement Agreement provides for a Class Representative Service Payment to Plaintiff in the amount of $7,500. (S.A. ¶ 3.2.1.) This amount is reasonable in light of the time, effort, and risks undertaken by Plaintiff in prosecuting this Action.

Plaintiff assisted counsel by providing factual background for the Complaint and PAGA Notice, producing documents and information regarding Defendant's practices, responding to discovery, participating in strategy discussions and mediation, communicating with putative Class Members, and reviewing settlement documents. Plaintiff remained actively involved throughout the litigation and mediation process. (See Declaration of Jamie Ramirez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement)

In addition, Plaintiff assumed the risk of potential liability for costs and the professional risk associated with bringing a wage and hour action against a former employer. Service awards of this magnitude are routinely approved in wage and hour class actions. (See, e.g., *Bond v. Ferguson Enterprises, Inc.* (E.D. Cal. 2011) 2011 WL 2648879.) The requested $7,500 award is modest and well within the range commonly approved. Accordingly, the Class Representative Service Payment should be preliminarily approved.

VI. THE COURT SHOULD APPOINT CPT AS THE SETTLEMENT ADMINISTRATOR

Subject to the Court's approval, the parties stipulated that CPT serve as the Settlement Administrator. CPT is experienced in administering class action settlements and will not exceed $8,000 to administer this class action Settlement. (Bokhour Decl. ¶ 47.)

VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

The last step in the approval process is the formal hearing, whereby proponents of the Settlement may explain and describe its terms and conditions and offer an argument in support of approval, and Settlement Class Members or their counsel may be heard in support of or in opposition to the Settlement. Subject to the Court's approval, the Settlement Agreement stipulates that the Court schedule a hearing for final approval in accordance with the following schedule:

TBD	Preliminary Approval (PA) hearing
21 days after entry of the Preliminary Approval Order	Deadline for Defendant to provide the Class Data to the Administrator. (S.A. ¶ 7.4.1.)
15 days after receipt of the Class Data	Deadline for the Administrator to mail the Class Notice to all Class Members by first class United States mail. (S.A. ¶ 7.4.2.)
45 days after the initial mailing of the Class Notice	Response Deadline for Class Members to submit Requests for Exclusion, objections, and Workweek or PAGA Pay Period challenges, plus an additional 14 calendar days for any Class Member whose Notice is re mailed. (S.A. ¶¶ 1.40, 7.4.4, 7.5.1, 7.7.1.)
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and request for Class Counsel Fees Payment, costs, and Class Representative Service Payment.
9 court days before Final Approval hearing	Deadline for filing any written opposition to Plaintiff's Motion for Final Approval of Settlement or any response to an objection to the Settlement.
5 court days before final approval hearing	Deadline for Plaintiff to file any reply in support of final approval.
TBD	Final Approval hearing

VIII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that the Court grant his

Motion for Preliminary Approval of Class Action Settlement.

Dated: February 19, 2026

BOKHOUR LAW GROUP, P.C.
FALAKASSA LAW, P.C.

BY: ______________________________

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