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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MARIA CHRISTINA AGUIRRE, on behalf of herself and all others similarly situated,

Plaintiff,

v.

USA MULTIFAMILY MANAGEMENT, INC., a California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.:24CV015405

Assigned to Hon. Jill H. Talley

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[*Declarations of Mehrdad Bokhour, Joshua Falakassa, Maria Christina Aguirre, and [Proposed] Order filed concurrently herewith*]

HEARING INFORMATION

Date: December 4, 2026
Time: 9:00 a.m.
Dept.: 8A

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 4, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard, in Department 8A of the Sacramento County Superior Court, located at 500 G Street, Sacramento, California 95814, before the Honorable Jill H. Talley, Plaintiff Maria Christina Aguirre, individually and on behalf of all others similarly situated, will and hereby does move the Court for an order:

1. Certifying the proposed Settlement Class for settlement purposes only;

2. Preliminarily appointing Plaintiff Maria Christina Aguirre as the Class Representative for settlement purposes only;

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

4. Preliminarily approving the Class Action and PAGA Settlement Agreement as fair, reasonable, and adequate;

5. Approving the form and manner of the Class Notice and directing its dissemination to Class Members, including notice of their rights to request exclusion from or object to the Settlement;

6. Setting a date for the Final Approval Hearing to determine whether the Settlement should be granted final approval.

This Motion is based upon this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Declarations of Mehrdad Bokhour, Joshua S. Falakassa, Plaintiff Maria Christina Aguirre, the Class Action and PAGA Settlement Agreement, the Proposed Order Granting Preliminary Approval, the pleadings and records on file in this action, and such other oral or documentary evidence as may be presented at the hearing.

Pursuant to Local Rule 1.06(A), the Court will issue a tentative ruling by 2:00 p.m. on the court day before the hearing. Tentative rulings may be accessed online via the Court's website. Parties without internet access may obtain the ruling by calling the department's dedicated telephone number, listed in the local telephone directory, between 2:00 p.m. and 4:00 p.m. on the court day before the hearing. If no party contacts the Court and opposing counsel by 4:00 p.m.

the day before the hearing, the matter will be deemed submitted and no oral argument will be heard.

Dated: November 6, 2026,

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

BY: _____

Mehrdad Bokhour, Esq.
Joshua Falakassa, Esq.

Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Maria Christina Aguirre ("Plaintiff"), individually and on behalf of all others similarly situated, moves for preliminary approval of a proposed class action and PAGA settlement with Defendant USA Multifamily Management, Inc. ("Defendant"). The proposed Settlement provides for a non-reversionary Gross Settlement Amount of $375,000 to resolve the wage and hour claims asserted.

The proposed Settlement Class consists of all individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period, December 5, 2023, through June 30, 2026. The Settlement also resolves PAGA claims on behalf of any non-exempt hourly employee who works or worked for Defendant in California during the PAGA Period, December 5, 2023, through June 30, 2026. (Settlement Agreement ¶¶ 1.4, 1.11, 1.29, 1.31.)

The Class Action and PAGA Settlement Agreement is submitted separately herewith and is referred to herein as the Settlement Agreement or the Settlement. The proposed Class Notice is attached as **Exhibit "A"** to the Settlement Agreement.

After deductions for attorneys' fees, litigation costs, administration expenses, PAGA penalties, and a service award, the Net Settlement Amount is estimated to be approximately $187,000 and will be distributed to approximately 483 Class Members on a pro rata basis based on workweeks worked. The average individual payment is estimated at $387.16, with higher payments for employees who worked longer periods.

The Settlement is non-reversionary and does not require Class Members to submit claim forms. Notice will be mailed to Class Members informing them of their estimated recovery and their right to opt out or object. Class Members who do not opt out will automatically receive payment after final approval and settlement funding, within the time provided by the Settlement Agreement. PAGA payments will be distributed to eligible employees regardless of participation in the class settlement.

The Settlement was reached after arm's-length negotiations between experienced counsel, with the assistance of an experienced mediator, and following an investigation sufficient to evaluate the claims and defenses. The Settlement provides meaningful monetary relief in light of the risks, expense, and uncertainty of continued litigation.

Plaintiff respectfully requests that the Court: (1) preliminarily approve the Settlement; (2) certify the Settlement Class for settlement purposes only; (3) approve the proposed notice; (4) appoint Plaintiff as Class Representative and appoint proposed Class Counsel; (5) appoint Phoenix Settlement Administrators ("Phoenix") as Settlement Administrator; and (6) set a final approval hearing.

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED CLASS

Defendant provides full-scale professional management services for real estate communities, including marketing, maintenance, leasing, project rehabilitation, and accounting services, to its clients across the State of California. (Bokhour Decl. ¶ 13.) Plaintiff Maria Christina Aguirre, who was substituted as the named plaintiff and class representative by the Court's July 8, 2026 order, alleges that Defendant failed to comply with various provisions of the California Labor Code, including requirements relating to failure to pay minimum wage and overtime, calculation of the "regular rate of pay," provision of meal and rest periods, and derivative claims for wage statement violations and waiting time penalties.

Based on these claims, Plaintiff also brought claims for Unfair Competition and civil penalties under the PAGA. (Bokhour Decl. ¶¶ 14–15.)

The proposed Settlement Class consists of all individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period, December 5, 2023, through June 30, 2026. (Settlement Agreement ¶¶ 1.4, 1.11.)

B. PROCEDURAL HISTORY

On August 1, 2024, Plaintiff Dion Piazza commenced this Action by filing a complaint alleging wage-and-hour claims against Defendant. The complaint was later amended to add a PAGA claim and additional Labor Code claims.

On July 8, 2026, the Court granted the Parties' stipulation substituting Maria Christina Aguirre as the named plaintiff and class representative and deeming the Third Amended Class and PAGA Action Complaint filed and served. The operative complaint alleges failure to pay minimum and overtime wages; meal and rest period violations; failure to pay sick time; wage statement violations; waiting time penalties; failure to reimburse necessary business expenses; unfair competition; and PAGA penalties. (Bokhour Decl. ¶ 15.)

Defendant denies all material allegations and contends that it complied with applicable law. Before engaging in extensive litigation, the Parties exchanged information and investigated the claims and defenses, including reviewing relevant policies and payroll data.

On February 4, 2026, the Parties mediated the Action with Steve Serratore, Esq. an experienced wage and hour class action mediator. After an all-day mediation and continued negotiations through the mediator, the Parties reached a settlement. (Bokhour Decl. ¶ 17; Settlement Agreement ¶ 2.5.)

The Parties now respectfully request that the Court grant preliminary approval of the Settlement Agreement.

C. SUMMARY OF CLAIMS AND DEFENSES

Plaintiff alleges that Defendant violated California wage and hour laws by, among other things, failing to pay all wages owed, failing to properly calculate the "regular rate of pay," failing to provide compliant meal and rest periods, failing to reimburse business expenses, failing to timely pay wages upon separation, and failing to provide accurate wage statements. Plaintiff also asserts claims for civil penalties under the Private Attorneys General Act ("PAGA").

Defendant denies all allegations and contends that it complied with applicable law. Defendant further contends that a majority of the Class had signed arbitration agreements containing class action waivers. Plaintiff and Class Counsel took that contention and the resulting risks to class wide recovery into consideration when settling this Action. (Bokhour Decl. ¶ 18.)

Defendant further contended that the vast majority of the Class had signed arbitration agreements with class action waivers. Plaintiff considered that defense when evaluating the Settlement. (Bokhour Decl. ¶ 21.)

III. SUMMARY OF THE PROPOSED SETTLEMENT

The proposed Settlement provides for a non-reversionary Gross Settlement Amount of $375,000, which will be used to pay individual class payments, individual PAGA payments, the LWDA PAGA payment, attorneys' fees and costs, a service award to Plaintiff, and administrative expenses. No claim form is required. After deductions for attorneys' fees, litigation costs, administrative expenses, PAGA penalties, and a service award, the Net Settlement Amount is estimated at $187,000 if the maximum deductions are approved and will be distributed on a pro rata basis based on workweeks. Defendant will separately pay the employer's share of payroll taxes outside the Gross Settlement Amount. (Settlement Agreement ¶¶ 1.20, 3.1.)

Based on Defendant's records, approximately 483 Class Members worked a total of approximately 39,371 workweeks during the Class Period. Assuming all 483 Class Members participate, and the maximum deductions are approved, Individual Class Payments are estimated to average approximately $387.16, with higher payments for employees who worked longer periods. (Bokhour Decl. ¶ 11.)

Notice will be mailed to Class Members informing them of their estimated payments, their right to challenge workweek calculations, and their right to opt out or object. Class Members who do not opt out will automatically receive payment after final approval and settlement funding. PAGA payments will be distributed to eligible employees regardless of participation in the class settlement. Settlement payments will be calculated by the Settlement Administrator based on Defendant's records, subject to any timely challenges by Class Members. The Settlement is non-reversionary, and any checks not timely cashed will be handled as provided in section 4.4.3 of the Settlement Agreement.

The Settlement also provides that Defendant will fund the Gross Settlement Amount by February 15, 2027, or 14 days after entry of Judgment, whichever is later. The Settlement Administrator will issue payments within seven days following settlement funding. (Settlement Agreement ¶¶ 4.3–4.4.) Section 8 provides an escalator based on 39,371 Workweeks: if total Workweeks exceed 43,308, Defendant may elect an earlier Class Period end date corresponding to 43,308 Workweeks or increase the Gross Settlement Amount by 1 percent for each 1 percent

above 43,308.

Participating Class Members will release claims arising from the allegations in the operative complaint during the Class Period, and PAGA Members will release PAGA claims for the PAGA period, as set forth in the Settlement Agreement.

IV. PROVISIONAL CERTIFICATION OF THE CLASS UNDER THE LESSER STANDARD OF SCRUTINY FOR SETTLEMENT-ONLY CERTIFICATION IS APPROPRIATE FOR PURPOSES OF SETTLEMENT

California courts may provisionally certify a class for settlement purposes at the preliminary approval stage. (Cal. Rules of Court, rule 3.769(d).) Because no trial is contemplated, courts apply a more relaxed standard and focus on whether certification will facilitate settlement and notice to the class. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 at n.19.)

Here, the certification requirements are satisfied for settlement purposes.

The proposed class consists of approximately 483 non-exempt hourly employees who worked for Defendant in California during the Class Period. The class is sufficiently numerous, and its members are readily ascertainable through Defendant's payroll and employment records.

Commonality and typicality are satisfied because Plaintiff's claims arise from the same alleged wage and hour policies and practices applicable to the class, including policies relating to compensation, calculation of the "regular rate of pay," provision of meal and rest periods, and wage statements. For settlement purposes, these common issues support certification.

Adequacy is satisfied because Plaintiff's interests are aligned with those of the class, and Plaintiff is represented by experienced class counsel. Plaintiff's separately prepared declaration will address her adequacy and any potential conflicts.

Finally, certification is appropriate because resolving these claims on a class wide basis promotes judicial economy and provides meaningful relief to employees whose claims would be impractical to litigate individually.

Accordingly, provisional certification of the Settlement Class is appropriate.

1. Failure to Properly Calculate and Pay the Correct "Regular Rate of Pay"

First, Plaintiff alleged that Defendant failed to properly calculate the "regular rate of pay" by excluding certain non-discretionary bonuses, commissions, and incentive payments when calculating overtime and sick pay wages, resulting in alleged underpayment in violation of California law. (Bokhour Decl. ¶ 19.)

Based on a review of payroll and paystub data produced during the investigation, Plaintiff estimated that the alleged exclusion of certain incentive payments may have resulted in underpayment of overtime and sick pay wages for some Class Members. (Bokhour Decl. ¶ 20.)

Defendant disputed these allegations and asserted that it properly paid all wages. Defendant further contended that the vast majority of the Class had signed arbitration agreements with class action waivers. Plaintiff considered that defense when evaluating the Settlement. (Bokhour Decl. ¶ 21.)

Plaintiff acknowledges the significant litigation risks associated with this claim. Those risks include the possibility that the Court could deny class certification due to individualized variations in compensation structures and incentive programs, as well as merits risks, including summary judgment or an unfavorable trial result. Plaintiff further acknowledges that the estimated lost wages attributable to this theory were relatively modest. (Bokhour Decl. ¶ 22.)

Considering these risks and uncertainties, Plaintiff completely discounted the minimal estimated wage value of this claim in evaluating the Settlement, keeping in mind that the substantial damages result from the derivative waiting time (Labor Code Section 203) and wage statement penalties (Labor Code Section 226(a)). (Bokhour Decl. ¶ 23.)

2. Waiting Time Penalties

Plaintiff alleged that Defendant failed to pay all wages due upon separation of employment on time, entitling former employees to waiting time penalties under Labor Code sections 201 through 203. Based on the mediation analysis, approximately 209 employees separated from employment during the applicable period. Using the maximum thirty (30) days, an average 7.7-hour workday, and the wage rates used in the analysis, Plaintiff estimated exposure of approximately $1,368,464 for waiting time penalties. (Bokhour Decl. ¶ 24.)

However, Defendant disputed this claim and denied the underlying wage violations. The

claim also presents risks concerning willfulness, a good-faith dispute, derivative liability, class certification, and the asserted arbitration agreements and class waivers. (Bokhour Decl. ¶ 25.)

To account for these risks, including the risk of denial of class certification and the risk of an adverse ruling at summary judgment or trial, Plaintiff applied a combined 75 percent discount to the estimated exposure. Applying this discount, Plaintiff estimates a risk-adjusted value of $342,116 for the waiting time penalties claim. (Bokhour Decl. ¶ 26.)

3. Failure to Provide Meal and Rest Periods or Compensation in Lieu Thereof at the "Regular Rate of Pay"

With respect to Plaintiff's meal and rest period claims, Settlement Class Members collectively worked approximately 139,885 shifts during the period analyzed for mediation. Based on an analysis of a representative sample of Defendant's timekeeping and payroll records produced prior to mediation, Plaintiff applied an estimated 2.5 percent violation rate for meal periods and a 33 percent violation rate for rest periods.

Using an average regular rate of pay of $30.14 per missed break, Plaintiff estimated premium exposure of approximately $105,403.35 for the meal period claim (139,885 shifts × 0.025 × $30.14) and approximately $1,391,324.19 for the rest period claim (139,885 shifts × 0.33 × $30.14) (Bokhour Decl. ¶ 27.)

Defendant disputed liability on both claims and denied the underlying Labor Code violations. Defendant's maintained complaint meal and rest period policies. The alleged denial of compliant breaks and the application of those policies present merits and class certification risks. Defendant also contended that the vast majority of Class Members signed arbitration agreements containing class action waivers.

These issues created a risk that the Court would deny class certification because liability would depend on individualized inquiries into whether breaks were offered, taken, waived, or voluntarily missed during particular shifts. Plaintiff also faced the risk of being unable to present reliable representative evidence sufficient to establish liability or damages on a class wide basis. (Bokhour Decl. ¶ 28.)

In light of these risks, including the risk that the Court could find Defendant's written

policies compliant or determine that individualized issues predominated, Plaintiff applied a 90 percent discount to the meal period claim and an 80 percent discount to the rest period claim. Applying these discounts, Plaintiff estimates risk-adjusted values of $10,540.34 for the meal period claims and $278,264.84 for the rest period claims. (Bokhour Decl. ¶ 29.)

4. Failure to Provide Accurate Itemized Wage Statements

Plaintiff further alleged that Defendant issued non-compliant itemized wage statements in violation of Labor Code section 226, based on the same alleged conduct underlying Plaintiff's claims for unpaid wages, meal and rest period premiums, and failure to include all required forms of compensation in the "regular rate of pay." Based on Defendant's records, Plaintiff estimates that approximately 14,957 allegedly non-compliant wage statements were issued during the period analyzed for mediation. (Bokhour Decl. ¶ 30.)

In calculating Defendant's potential exposure, the mediation analysis used 50 dollars for the initial violation under Labor Code section 226(e). Using 481 employees and 14,957 pay periods, the analysis estimated exposure of $747,850. (Bokhour Decl. ¶ 31.)

Defendant disputed this claim and denied the underlying wage-and-hour violations. The claim presents additional risks concerning proof of a knowing and intentional failure and the injury required to recover penalties, as well as class certification and the arbitration defense. (Bokhour Decl. ¶ 32.)

In light of these risks, including the risk of denial of class certification and the risk of an adverse ruling on the merits, Plaintiff applied a 75% discount to the maximum theoretical exposure. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $186,962 for the wage statement penalty claim. (Bokhour Decl. ¶ 33.)

5. PAGA Penalties

Plaintiff also sought civil penalties under the Private Attorneys General Act of 2004 ("PAGA") for alleged Labor Code violations for which PAGA penalties are available, and asserted that such penalties could be assessed on a cumulative basis. Assuming application of the default penalty of $100 per pay period under Labor Code section 2699(f)(2), and assuming no reduction or exercise of judicial discretion, Plaintiff estimated a maximum theoretical exposure

of approximately $1,495,700, based on approximately 14,957 pay periods. (Bokhour Decl. ¶ 34.)

This theoretical maximum, however, does not account for significant legal and practical uncertainties. As discussed above, Defendant disputed the existence of the underlying Labor Code violations. The written handbook provides for meal and rest periods, and the extent of any underlying violations remains disputed.

Courts are also divided as to whether PAGA penalties may be stacked across multiple violations within a single pay period, particularly where the violations are derivative of one another.

In addition, Labor Code section 2699(e)(2) grants courts broad discretion to reduce civil penalties where necessary to avoid awards that are unjust, arbitrary, oppressive, or confiscatory. Courts routinely exercise this discretion, particularly where an employer did not act willfully or where the legal obligations were unsettled. (See *Cotter v. Lyft, Inc.* (2016) 193 F. Supp. 3d 1030, 1037.) (Bokhour Decl. ¶ 35.)

In light of these risks, including the risk that the Court could find limited or no underlying Labor Code violations or exercise its discretion to substantially reduce any penalties, the Parties agreed to allocate $20,000 of the Gross Settlement Amount to the resolution of the PAGA claim, which Plaintiff submits is fair, reasonable, and adequate under the circumstances. (Bokhour Decl. ¶ 36.)

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

- Regular Rate of Pay Claim: *discounted*
- Labor Code §§ 201 – 203 Claims: $342,116
- Meal Period Claims: $10,540.34
- Rest Break Claims: $278,264.84
- Wage Statement Claims: $186,962
- PAGA Penalties $20,000
- **Total Risk-Adjusted Penalties and Damages**: **$837,883.18**

Given the realistic value of Plaintiff's claims, the $375,000 Settlement Amount is an

excellent result for the Class, considering that the Settlement Amount totals approximately 44.76% of Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class. (Bokhour Decl. ¶¶ 19–36.)

For these reasons, Plaintiff submits that the agreed-upon Settlement is fair and reasonable.

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

The views of experienced counsel are entitled to significant weight in determining whether a proposed class settlement is fair, adequate, and reasonable. *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 have experience litigating wage-and-hour class actions and PAGA representative actions, as described in their declarations. (Bokhour Decl. ¶¶ 3–7; Falakassa Decl. ¶¶ 2-8)

After conducting an independent investigation and engaging in arm's length negotiations, Class Counsel carefully evaluated the strengths and weaknesses of the claims, the defenses asserted by Defendant, the risks associated with class certification and liability, and the realistic risk adjusted value of the case. Based on that analysis, Class Counsel believes that the Settlement represents a fair, reasonable, and adequate resolution of the Action and is in the best interests of the Settlement Class and PAGA Members.

B. THE CLASS NOTICE CONFORMS TO ALL APPLICABLE STATUTES AND RULES

The proposed Class Notice fully and fairly informs Settlement Class Members of the nature of the Action, the material terms of the Settlement, and their rights and options under the Settlement Agreement and applicable law. The notice program is reasonably calculated to reach all or nearly all Settlement Class Members and therefore satisfies due process.

The content and dissemination of the Class Notice comply with California Rules of Court 3.766 and 3.769. The Class Notice describes the material settlement terms, the proposed attorneys' fees and costs and Settlement Administration Expenses, the Final Approval Hearing, and the procedures and deadlines for requesting exclusion or submitting an objection and informs

Class Members of their estimated Individual Class Payments. (Settlement Agreement, Ex. A.)

The Class Notice will be mailed by the Settlement Administrator via first-class U.S. Mail to the last known addresses of Settlement Class Members, using Defendant's records, with address updating and re-mailing procedures for undeliverable notices. This method constitutes meaningful notice with a reasonable likelihood of reaching a substantial percentage of the Class. (See *Archibald v. Cinerama Hotels* (1976) 15 Cal.3d 853, 861.)

The Settlement Agreement provides a 45-day response period, with an additional 14 days beyond that deadline for re-mailed notices. This period is intended to provide Class Members with a reasonable opportunity to evaluate the Settlement, seek advice if desired, and elect whether to participate, object, or request exclusion. Settlement Class Members who do not request exclusion will be bound by the Settlement and will automatically receive settlement payments upon final approval and funding.

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

Under the Settlement, all Settlement Class Members who do not request exclusion will automatically receive an Individual Settlement Payment without submitting a claim form. This structure maximizes participation and ensures that Class Members receive payment unless they affirmatively opt out.

The Settlement is non-reversionary, meaning that no portion of the Settlement Amount will revert to Defendant. Any Individual Class Payment or Individual PAGA Payment checks not cashed by the void date, which shall be no less than 180 days after issuance, will be voided, and the funds represented by those checks will be sent to the California Controller's Unclaimed Property Fund in the recipient's name.

D. THE ATTORNEYS' FEES ALLOCATION UNDER THE SETTLEMENT AGREEMENT IS FAIR

Under the terms of the Settlement Agreement, Class Counsel requests an amount not exceeding one-third of the Settlement Amount in attorneys' fees. (See, e.g., *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480 [approving 1/3 fee in the amount of $6.33 million at a 2.13 lodestar

multiplier, when class action litigation establishes a monetary fund for the benefit of the Class Members, the trial court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created].); see also *Stuart v. RadioShack Corp*. (N.D. Cal. Aug. 9, 2010) No. C-07-4499 EMC, 2010 WL 3155645 [approving fee award of 1/3 of the total maximum settlement amount of $4.5 million. . .the court noted that the fee award of 1/3 of the total settlement was "well within the range of percentages which courts have upheld as reasonable in other class action lawsuits"].)

Once the Court grants preliminary approval of the Settlement Agreement and the Class Notice is disseminated, Class Counsel will submit a request for attorneys' fees and costs with its final approval motion.

E. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND APPROPRIATE

The Settlement Agreement provides for a Service Award to Plaintiff Maria Christina Aguirre in an amount not to exceed $10,000. The requested Service Award is reasonable in light of Plaintiff's substantial time, effort, and personal risk undertaken on behalf of the Class and PAGA Members.

Plaintiff actively assisted Class Counsel throughout the litigation, including by providing detailed information supporting the class and PAGA claims, producing documents, participating in strategy discussions and mediation preparation, remaining available throughout the litigation to analyze claims and defenses, attending and assisting during mediation, and reviewing the Settlement documents. Plaintiff also assumed the risk associated with serving as Class Representative, including potential exposure to costs and workplace retaliation. (See Declaration of Plaintiff Maria Christina Aguirre in Support of Preliminary Approval.)

The requested Service Award is within the range approved by courts in comparable cases. (See, e.g., *Bond v. Ferguson Enterprises, Inc.* (E.D. Cal. 2011) No. 1:09 cv 1662 OWW MJS, 2011 WL 2648879 [approving $11,250 service award]; *Ross v. U.S. Bank National Association* (N.D. Cal. 2010) No. C 07 02951 SI, 2010 WL 3833922, at *2 [approving $20,000 service award]; *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal. 2010) 266 F.R.D. 415, 493 [approving $15,000 service awards].)

Accordingly, the requested Service Award is fair, reasonable, and appropriate under the circumstances.

V. THE COURT SHOULD APPOINT PHOENIX AS THE SETTLEMENT ADMINISTRATOR

Subject to Court approval, the Parties have stipulated that Phoenix be appointed as the Settlement Administrator. Phoenix has experience administering class action settlements and is well qualified to administer the notice and distribution process in this Action. Pursuant to the Settlement Agreement, Settlement Administration Costs shall not exceed $8,000. (Bokhour Decl. ¶ 47.)

VI. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

The final step in the approval process is a hearing at which the Court considers the terms of the Settlement and hears any timely objections and arguments from the Parties in support of final approval.

VII. CONCLUSION

For all the foregoing reasons, Plaintiff respectfully requests that the Court grant her Motion for Preliminary Approval of Class Action Settlement.

Dated: November 6, 2026

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

BY: _____

MEHRDAD BOKHOUR
JOSHUA FALAKASSA
Attorneys for Plaintiff and the Class