BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

MARCUS TAYLOR, on behalf of himself and all others similarly situated,

Plaintiff,

v.

RODCO REDDING, LP, a California Limited Partnership; and DOES 1-50, inclusive.

Defendant.

CASE NO.: CGC-24-618334

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[*Declarations of Mehrdad Bokhour, Joshua Falakassa, Marcus Taylor, and [Proposed] Order filed concurrently herewith*]

HEARING INFORMATION

Date: December 22, 2026
Time: 9:00 a.m.
Dept.: 304

Date approved by Dept. 304 Clerk

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on December 22, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard, in Department 304 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California 94102, before the Honorable Ethan P. Schulman, Plaintiff Marcus Taylor, individually and on behalf of all others similarly situated, will and hereby does move the Court for an order:

1. Certifying the proposed Class for settlement purposes only;

2. Preliminarily appointing Plaintiff Marcus Taylor 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 Parties' Class Action and PAGA Settlement Agreement ("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; and

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

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

Dated: October 26, 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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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Marcus Taylor ("Plaintiff"), individually and on behalf of all others similarly situated, respectfully moves for preliminary approval of the Parties' Class Action and PAGA Settlement Agreement ("Agreement")[1]. Subject to Court approval, Plaintiff and Defendant Rodco Redding, LP ("Rodco" or "Defendant")) (collectively, the "Parties") have agreed to resolve the claims asserted in this Action, as well as the claims of the proposed Class and PAGA Members, for a non-reversionary Gross Settlement Amount of $325,000.

Plaintiff seeks certification, for settlement purposes only, of a Class consisting of all individuals who are or were employed by Rodco as non-exempt hourly employees in California at any time during the Class Period, defined as February 1, 2022, through September 15, 2025. The Settlement also resolves Plaintiff's representative claims under the Private Attorneys General Act ("PAGA") on behalf of all individuals who were employed by Rodco as non-exempt hourly employees in California during the PAGA Period, defined as September 23, 2023, through September 15, 2025 ("PAGA Members").

Under the Settlement, Rodco will not oppose Plaintiff's requests for: (1) attorneys' fees of up to $108,333.33 (one-third of the Gross Settlement Amount); (2) litigation costs of up to $25,000; (3) settlement administration costs of up to $7,500; (4) a Class Representative Service Payment of up to $10,000; and (5) a $20,000 allocation to settle the PAGA claims, of which $13,000 (65%) will be paid to the California Labor and Workforce Development Agency ("LWDA") and $7,000 (35%) will be distributed to the PAGA Members.

	Total Amount
Gross Settlement Amount	$325,000
Class Counsel Fees Payment	$108,333.33
Class Counsel Litigation Expenses Payment	$25,000
Administration Expenses Payment	$7,500
PAGA Penalties to LWDA (65% of $20K award)	$13,000
PAGA Penalties to PAGA Members	$7,000
Class Representative Service Payment	$10,000

[1] All capitalized terms used in the motion shall have the same meaning as those terms used and/or defined in the Settlement.

Net Settlement Amount	**$154,166.67**

The Class consists of approximately 1,410 current and former non-exempt hourly employees who worked for Rodco in California during the Class Period. Plaintiff alleges that, regardless of their specific job title or position, all Class Members were subject to Rodco's uniform wage-and-hour policies and practices.

Individual Class Payments will be distributed on a pro rata basis based on the number of Workweeks each Participating Class Member worked during the Class Period, as reflected in Rodco's payroll records. Accordingly, Class Members who worked more Workweeks during the Class Period will receive proportionately larger Individual Class Payments.

Based on Rodco's payroll records, Class Members worked approximately 54,391 Workweeks during the Class Period. After Court-approved deductions from the Gross Settlement Amount, the Net Settlement Amount will be distributed *pro rata* based on each Participating Class Member's Workweeks. Based on these figures, the estimated average Individual Class Payment is approximately $109.34, depending on the number of Workweeks worked during the Class Period.

The Settlement is non-reversionary, and Class Members are not required to submit claim forms to receive payment. Instead, each Class Member will automatically receive a Court-approved Class Notice advising them of their estimated Individual Class Payment, the Workweeks attributed to them, their right to challenge those Workweeks, and their right to request exclusion from or object to the Settlement.

Participating Class Members will automatically receive their Individual Class Payments following Final Approval. PAGA Members will also receive their Individual PAGA Payments regardless of whether they elect to opt out of the class settlement because the PAGA settlement is binding on all aggrieved employees during the PAGA Period.

The proposed Settlement is fair, reasonable, and adequate and is the product of informed, arm's-length negotiations conducted with the assistance of experienced wage-and-hour mediator Allison Eckstrom, Esq., following Plaintiff's investigation and analysis of Rodco's personnel, payroll, timekeeping, and employment records, as well as representative class-wide payroll and

timekeeping data.

Accordingly, Plaintiff respectfully requests that the Court: (1) preliminarily approve the Settlement; (2) certify the Class for settlement purposes only pursuant to Code of Civil Procedure section 382; (3) approve the proposed Class Notice and method of dissemination; (4) appoint Plaintiff Marcus Taylor as Class Representative and Bokhour Law Group, P.C. and Falakassa Law, P.C. as Class Counsel for settlement purposes only; (5) appoint ILYM Group, Inc. as the Administrator; and (6) schedule a Final Approval Hearing. (Bokhour Decl. ¶ 12.)

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED CLASS

Rodco operates various McDonald's restaurant franchises in the greater Redding and Anderson area in Northern California. (Bokhour Decl. ¶ 14.)

Plaintiff was employed by Rodco as a non-exempt employee with the title of "Crew Member" beginning on March 6, 2023. Plaintiff and other non-exempt employees (including, but not limited to, Maintenance, Shift Manager, Guest Experience Lead, Cashier, Line Cook, Restaurant Staff, Manager, and all other non-exempt positions) were responsible for all aspects of Rodco's McDonald's franchise business in California. However, in these roles, Plaintiff and non-exempt employees were often not afforded all protections and rights conferred under the California Labor Code and applicable wage orders.

Plaintiff alleges that Rodco maintained uniform wage-and-hour policies and practices that: (1) failed to provide legally compliant meal and rest periods or premium pay at the correct regular rate in lieu thereof; (2) failed to furnish accurate itemized wage statements; (3) failed to reimburse necessary business expenses; (4) failed to timely pay all wages due upon separation of employment; and (5) engaged in unfair business practices in violation of California law. (Bokhour Decl. ¶ 15.)

The proposed Class consists of all individuals who were employed by Rodco as nonexempt hourly employees in California during the Class Period, February 1, 2022, through September 15, 2025. (Agreement ¶¶ 1.4, 1.11.)

B. PROCEDURAL HISTORY

On September 23, 2024, Plaintiff filed a Class Action in San Francisco County Superior Court, asserting class claims based on Rodco's alleged: (1) failure to provide meal periods; (2) failure to provide rest breaks; (3) failure to provide accurate itemized wage statements; (4) waiting time penalties; (5) failure to reimburse necessary business expenses; and (6) violation of California's Unfair Competition Law ("UCL").

On November 20, 2024, Plaintiff filed the First Amended Complaint to add a cause of action for civil penalties under the Private Attorneys General Act ("PAGA"). (Agreement §§ 2.1–2.3.)

Before participating in mediation, Plaintiff conducted a thorough investigation and obtained substantial informal discovery, including Plaintiff's personnel, payroll, and timekeeping records; representative payroll and timekeeping records for the proposed Class; Rodco's relevant employment policies and practices; and information concerning the size of the proposed Class, total Workweeks, and PAGA Pay Periods.

Plaintiff also analyzed Rodco's payroll and timekeeping data and evaluated the potential damages associated with Plaintiff's class claims, including meal and rest period premiums, waiting time penalties, wage statement penalties, unreimbursed business expenses, and PAGA penalties. Based on this investigation, Plaintiff and Class Counsel thoroughly evaluated the strengths and weaknesses of the Action, Rodco's anticipated defenses, and the risks of continued litigation before engaging in settlement negotiations. (Bokhour Decl. ¶¶ 17, 26.)

On August 11, 2026, the Parties participated in a full-day mediation before experienced wage-and-hour mediator Allison Eckstrom, Esq. After extensive, arm's-length negotiations conducted under Ms. Eckstrom's supervision, the Parties reached the Settlement now before the Court. (Bokhour Decl. ¶ 18; Agreement § 2.4.)

Nevertheless, Rodco denies all material allegations in the Action, denies that it violated any provision of the California Labor Code, denies that Plaintiff or any Class Member suffered compensable damages, and maintains that it possesses numerous factual and legal defenses to Plaintiff's claims. Rodco further denies any liability or wrongdoing and disputes that class or representative treatment would be appropriate absent settlement. (Agreement § 2.4.)

After conducting a thorough investigation, reviewing Rodco's records, consulting with Plaintiff, and carefully weighing the risks, expense, and delay of continued litigation against the benefits afforded by the Settlement, Plaintiff and Class Counsel concluded that the Settlement is fair, reasonable, adequate, and in the best interests of the Class and the PAGA Members.

C. SUMMARY OF PLAINTIFF'S CLAIMS

Plaintiff alleges that Rodco maintained uniform wage-and-hour policies and practices that violated the California Labor Code. Specifically, Plaintiff contends that Rodco failed to provide legally compliant meal and rest periods or premium compensation at the correct regular rate in lieu thereof; failed to furnish accurate itemized wage statements; failed to timely pay all wages due upon separation of employment; and failed to reimburse employees for necessary business expenses. Plaintiff further alleges that these practices constituted unlawful business practices in violation of Business and Professions Code section 17200, *et seq*., and seeks civil penalties under the PAGA.

D. SUMMARY OF RODCO'S DEFENSES

Rodco denies all material allegations in the Action and contend that it complied with all applicable provisions of the California Labor Code and Industrial Welfare Commission Wage Orders. Rodco maintains that it properly compensated its employees, provided legally compliant meal and rest periods or premium pay when required; furnished accurate itemized wage statements; timely paid all wages due upon separation of employment; and fully reimbursed employees for all necessary business expenses. Rodco further denies that Plaintiff or any putative class member suffered compensable damages, disputes that Plaintiff's claims are appropriate for class or representative treatment and contends that it possesses numerous factual and legal defenses that would preclude or substantially limit any recovery if the Action were litigated.

III. SUMMARY OF THE PROPOSED SETTLEMENT

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

A. SETTLEMENT CONSIDERATION AND ALLOCATION

Rodco agrees to pay a non-reversionary Gross Settlement Amount of $325,000 in full settlement of the Action. In addition to the Gross Settlement Amount, Rodco will separately pay

its share of employer-side payroll taxes attributable to the wage portion of the Individual Class Payments. (Agreement §§ 1.20, 3.1, 3.2.4.1.)

Subject to Court approval, the Gross Settlement Amount will be allocated as follows: (1) attorneys' fees of up to $108,333.33 (one-third of the Gross Settlement Amount); (2) litigation costs of up to $25,000; (3) a Class Representative Service Payment of up to $10,000; (4) Administration Expenses Payment of up to $7,500; (5) $20,000 allocated to settle the PAGA claims, of which $13,000 (65%) will be paid to the California Labor and Workforce Development Agency ("LWDA") and $7,000 (35%) will be distributed to PAGA Members; and (6) the remaining balance (the "Net Settlement Amount") will be distributed to Participating Class Members. (Agreement § 3.2.)

Assuming the Court approves the requested deductions, the estimated Net Settlement Amount will be approximately $154,166.67. Rodco's records reflect that Class Members worked approximately 54,391 Workweeks during the Class Period. Accordingly, each Participating Class Member's Individual Class Payment will be calculated on a *pro rata* basis according to the number of Workweeks worked during the Class Period. Likewise, each PAGA Member will receive an Individual PAGA Payment based on his or her proportionate number of PAGA Pay Periods worked during the PAGA Period. (Agreement §§ 3.2.4, 3.2.7, 4.1.)

B. NOTICE PROCEDURES

Within 14 calendar days after entry of the Preliminary Approval Order, Rodco will provide the Administrator with the Class Data, including each Class Member's name, last-known mailing address, Social Security number, and the number of Workweeks and PAGA Pay Periods reflected in Rodco's records. (Agreement §§ 1.7, 4.2.)

Within 15 days after receiving the Class Data, the Administrator will update Class Members' addresses using the National Change of Address database and mail the Court-approved Class Notice via first-class U.S. Mail. The Class Notice will advise Class Members of the material terms of the Settlement, including each individual's estimated settlement payment, credited Workweeks and PAGA Pay Periods, procedures for requesting exclusion, objecting to the Settlement, or challenging the credited Workweeks or PAGA Pay Periods, and the date of the

Final Approval Hearing. (Agreement §§ 7.4.2-7.4.4.)

If a Class Notice is returned as undeliverable, the Administrator will promptly re-mail the Class Notice to any forwarding address provided by the United States Postal Service or, if no forwarding address is available, after conducting a Class Member Address Search using reasonably available sources, including skip tracing. Class Members whose Class Notices are re-mailed will receive an additional 14 days to submit a Request for Exclusion, objection, or challenge to their credited Workweeks or PAGA Pay Periods. (Agreement §§ 1.9, 1.44, 7.4.3-7.4.4.)

C. EXCLUSION AND OBJECTION PROCEDURES

Class Members who wish to exclude themselves from the Settlement must submit a valid written Request for Exclusion to the Administrator no later than 45 calendar days after the initial mailing of the Class Notice (the "Response Deadline"). Class Members who do not timely submit a valid Request for Exclusion will automatically participate in the Settlement, receive their Individual Class Payments without the need to submit a claim form, and be bound by the terms of the Settlement and the Judgment. (Agreement §§ 1.44, 7.5.1-7.5.3.)

Participating Class Members may object to the Settlement by submitting a written objection to the Administrator on or before the Response Deadline or by appearing at the Final Approval Hearing, either personally or through counsel retained at their own expense. Participating Class Members who object will remain members of the Class and, if the Settlement is finally approved, will remain bound by its terms. Non-Participating Class Members have no right to object to the class action components of the Settlement. (Agreement §§ 7.5.4, 7.7.)

D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES

Each Participating Class Member's Individual Class Payment will be calculated on a *pro rata* basis according to the number of Workweeks worked during the Class Period. Specifically, the Net Settlement Amount will be divided by the total number of Workweeks worked by all Participating Class Members, and each Participating Class Member will receive a proportionate share of the Net Settlement Amount based on individual Workweeks worked. Any Individual Class Payments attributable to Class Members who timely and validly request exclusion will

remain in the Net Settlement Amount and be redistributed *pro rata* among the Participating Class Members. (Agreement §§ 3.2.4, 3.2.5.)

Each PAGA Member will also receive an Individual PAGA Payment based on the proportionate number of PAGA Pay Periods he or she worked during the PAGA Period. (Agreement § 3.2.7.)

The Class Notice will identify each Class Member's credited Workweeks, PAGA Pay Periods (if applicable), and estimated settlement payments. Class Members may challenge the number of credited Workweeks or PAGA Pay Periods by submitting a timely challenge to the Administrator, whose determination will be final and binding. (Agreement §§ 7.4.2, 7.6.)

E. TIMING OF SETTLEMENT DISBURSEMENTS

Rodco shall fully fund the Gross Settlement Amount by depositing the settlement proceeds into the Qualified Settlement Fund established by the Administrator no later than 14 days after the Effective Date. Rodco shall also separately fund the employer's share of payroll taxes attributable to the wage portion of the Individual Class Payments. Within seven (7) days after Rodco funds the Gross Settlement Amount, the Administrator will distribute the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, any Court-approved attorneys' fees and litigation costs, the Class Representative Service Payment, and Administration Expenses Payment. The Settlement further provides that the Administrator shall not distribute the attorneys' fees, litigation costs, or Class Representative Service Payment before distributing the Individual Class Payments and Individual PAGA Payments. (Agreement §§ 4.3-4.4.)

F. TAX TREATMENT

For tax purposes, 20% of each Individual Class Payment will be allocated as wages and reported on an IRS Form W-2, while the remaining 80% will be allocated as interest and penalties and reported on an IRS Form 1099. The Administrator will calculate and withhold all applicable payroll taxes from the wage portion of the Individual Class Payments and will issue all required tax reporting forms. Rodco will separately pay the employer's share of payroll taxes attributable to the wage portion of the Individual Class Payments. Rodco will report Individual PAGA Payments on IRS Form 1099. Participating Class Members and PAGA Members shall be solely

responsible for any taxes owed on their respective settlement payments. (Agreement § 3.2.4.1.)

G. PARTICIPATING CLASS MEMBERS' RELEASE OF CLAIMS

Upon Final Approval and satisfaction of Rodco's funding obligations under the Agreement, Participating Class Members will release the Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the facts pleaded in the Operative Complaint and arising during the Class Period. The Released Class Claims include claims for meal and rest period violations, waiting time penalties, wage statement violations, unreimbursed business expenses, unlawful business practices, and related claims for wages, restitution, statutory penalties, interest, attorneys' fees, and costs. (Agreement §§ 5, 5.1.)

Upon entry of Judgment approving the PAGA settlement and satisfaction of Rodco's funding obligations, the State of California, Plaintiff, and all PAGA Members will be bound by the Judgment with respect to the Released PAGA Claims. The Released PAGA Claims are all claims for civil penalties under PAGA arising during the PAGA Period based on the facts and alleged Labor Code violations identified in the PAGA Notice and pleaded in the Operative Complaint. PAGA Members may not exclude themselves from the PAGA portion of the Settlement. Accordingly, PAGA Members who request exclusion from the class portion of the Settlement will remain eligible to receive an Individual PAGA Payment and will remain bound by the resolution of the Released PAGA Claims. (Agreement §§ 5.3, 7.5.4.)

In consideration for the Class Representative Service Payment, his Individual Class Payment, and the other terms and conditions of the Settlement, Plaintiff separately agrees to release the Released Parties from all known and unknown claims arising on or before the date he signed the Agreement. Plaintiff also expressly waives the protections of Civil Code section 1542. (Agreement § 5.2.)

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

California Rule of Court 3.769(d) authorizes the Court to provisionally certify a settlement

class for purposes of settlement. Because settlement-only certification eliminates concerns regarding trial manageability, courts apply a more relaxed standard when evaluating whether provisional certification is appropriate. (*Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1807, fn. 19.) Plaintiff therefore requests that the Court provisionally certify the Class pursuant to Code of Civil Procedure section 382.

A. NUMEROSITY AND ASCERTAINABILITY

Rodco estimates that the Class consists of approximately 1,410 individuals who were employed by Rodco as non-exempt hourly employees in California during the Class Period. Class Members are readily ascertainable from Rodco's employment and payroll records. Because joinder of approximately 1,410 Class Members would be impracticable, the numerosity and ascertainability requirements are satisfied. (Agreement §§ 1.4, 4.1, 4.2.)

B. WELL-DEFINED COMMUNITY OF INTEREST

1. Commonality

Plaintiff alleges that Class Members were subject to common wage-and-hour policies and practices governing the provision of meal and rest periods, business expense reimbursement, and wage statements, and final wage payments. These common issues are sufficient to support provisional certification for settlement purposes.

2. Typicality

Plaintiff's claims arise from the same alleged wage-and-hour policies and practices affecting the Class and are therefore sufficiently typical for settlement purposes.

3. Adequacy of Representation

Adequacy requires that the class representative's interests are aligned with those of the class and that class counsel are qualified and experienced. (*Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540, 546.)

Plaintiff was employed by Rodco during the Class Period, was subject to the same challenged policies as other Class Members, understands his responsibilities as Class Representative, and has no conflicts of interest with the Class. Plaintiff is represented by Class Counsel with extensive experience litigating wage and hour class actions and PAGA

representative actions. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–11.) Adequacy is therefore satisfied.

4. *Superiority*

Settlement-only certification promotes judicial economy, avoids duplicative litigation, and provides meaningful relief to Class Members whose individual claims would likely be impractical to pursue separately.

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 strongly favors settlement, particularly in class actions. (*Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 1385.) Under Rule 3.769, the Court's role at the preliminary approval stage is simply to determine whether the proposed settlement falls within the range of possible approval, appears to be the product of serious, informed, and non-collusive negotiations, and warrants notice to the class. (*Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801-1802.)

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

Prior to mediation, Plaintiff analyzed a representative sampling of Rodco's payroll and timekeeping data, evaluated damages, and assessed Rodco's potential exposure. Armed with this information, the Parties participated in a full-day mediation before experienced wage-and-hour mediator Allison Eckstrom, Esq., reaching the Settlement following extensive arm's-length negotiations. The Settlement therefore resulted from serious, informed, and non-collusive negotiations.

C. THE EXTENT OF THE INVESTIGATION WAS MORE THAN SUFFICIENT TO PERMIT PRELIMINARY APPROVAL OF THE SETTLEMENT

Prior to mediation, Plaintiff and Class Counsel conducted a thorough investigation into the factual and legal bases of the claims. The Parties exchanged substantial informal discovery,

including payroll records, timekeeping records, wage statements, policies and procedures, and workforce data. Plaintiff also analyzed Rodco's payroll and timekeeping data and prepared detailed damages models addressing the reimbursement, meal period, rest period, waiting-time, wage statement, and PAGA claims. Armed with this information, Class Counsel evaluated the strengths and weaknesses of the Action before recommending settlement. (Bokhour Decl. ¶¶ 14, 26.)

This level of investigation was more than sufficient to permit Class Counsel and the Court to evaluate the strengths and weaknesses of the claims and to support preliminary approval of the Settlement.

D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS

Based on Class Counsel's independent investigation and detailed data obtained through informal discovery and information exchanges, and factoring in claim and liability certification probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and to reach a realistic and reasonable resolution, as further detailed below. (Bokhour Decl. ¶ 19.)

1. Failure to Reimburse Necessary Business Expenses

Plaintiff alleged that Rodco required Plaintiff and Class Members to use personal cellular telephones for work-related purposes, including, but not limited to, using application for scheduling and timekeeping, without reimbursement. Based on approximately 55,000 Workweeks and an assumed reimbursement of $10 per Workweek, Plaintiff estimated $550,000 in unreimbursed business expenses, exclusive of interest. (Bokhour Decl. ¶ 20.)

Rodco denied these allegations and maintained that it fully complied with California law. Rodco disputed that the challenged personal cellular telephone use required reimbursement and disputed the amount reasonably attributable to business use. Rodco further disputed class certification and asserted that individualized issues concerning employees' use and expenses would preclude class treatment. (Bokhour Decl. ¶ 21.)

Although Plaintiff believes these claims have merit, Plaintiff recognizes the substantial litigation risks associated with proving class-wide liability and damages. Among other things,

recovery depends on establishing required business use and the reasonable amount of reimbursement. Plaintiff also recognizes the possibility that the Court could deny class certification, grant summary judgment, or otherwise substantially limit recovery. (Bokhour Decl. ¶ 22.)

In light of these risks and uncertainties, Plaintiff applied an 80% discount to the estimated value of this claim and valued it at approximately $110,000 for settlement purposes. (Bokhour Decl. ¶ 23.)

2. Waiting Time Penalties

Plaintiff alleged that Rodco failed to pay all wages due to former employees upon separation, thereby entitling them to waiting time penalties under Labor Code sections 201 through 203. Based on Rodco's records, Plaintiff identified 803 employees who separated from employment during the applicable statutory period and estimated maximum potential exposure of $2,713,203 in waiting time penalties. (Bokhour Decl. ¶ 24.)

Rodco disputed this claim and maintained that they complied with their final payment obligations. Rodco further contended that any alleged failure to pay all wages due at separation was not willful, as required to recover penalties under Labor Code section 203. Rodco also maintained that the claim was derivative of the disputed underlying wage claims and raised individualized questions concerning each former employee's separation, final payment, and entitlement to any additional wages. Rodco therefore contended that the claim lacked merit and was unsuitable for class treatment. (Bokhour Decl. ¶ 25.)

Plaintiff recognizes that recovery would depend on proving an underlying wage violation, establishing that Rodco's alleged failure to pay was willful, obtaining class certification, and prevailing at summary judgment or trial. To account for these substantial risks, Plaintiff applied an 85% discount to the maximum potential exposure of $2,713,203. Plaintiff therefore valued the waiting time penalty claim at approximately $406,980 for settlement purposes. (Bokhour Decl. ¶ 26.)

3. Failure to Provide Meal and Rest Periods or Compensation in Lieu

Thereof at the "Regular Rate of Pay"

Plaintiff alleged that Rodco failed to provide compliant meal and rest periods or pay the required premium compensation at the regular rate of pay. Plaintiff analyzed Rodco's timekeeping and payroll information and extrapolated the results across the period analyzed. The analysis identified approximately 161,852 shifts containing recorded meal periods. For settlement purposes, Plaintiff applied a 15% violation rate to the meal period claim and a 25% violation rate to the rest period claim. Applying an average hourly rate of $17.87, Plaintiff estimated potential exposure, including interest, of approximately $433,844 for the meal period claim and $723,073 for the rest period claim. (Bokhour Decl. ¶ 27.)

Rodco disputed liability and maintained that its written meal and rest period policies complied with California law. Rodco asserted that employees were authorized and permitted to take all required breaks and that any missed, late, or shortened breaks resulted from individual employee choice or circumstances rather than a uniform policy or practice. Rodco further contended that compliance varied based on employees' duties, work locations, supervisors, schedules, and individual circumstances. According to Rodco, these individualized issues created substantial risks that the Court would deny class certification or substantially limit any recovery. (Bokhour Decl. ¶ 28.)

Plaintiff recognizes that the absence of a recorded meal period does not necessarily establish that Rodco failed to provide one and that rest periods generally are not recorded. Plaintiff would therefore face significant challenges establishing liability and damages through common evidence. Plaintiff would also face the risks that the Court could deny class certification, grant summary judgment, accept Rodco's evidence that breaks were provided, or determine that some alleged violations resulted from employee choice.

To account for these substantial risks, Plaintiff applied a 75% discount to the estimated exposure for each claim. After applying that discount, Plaintiff valued the meal period claim at approximately $108461 and the rest period claim at approximately $180,768 for settlement purposes. (Bokhour Decl. ¶ 29.)

4. Failure to Provide Accurate Itemized Wage Statements

Plaintiff alleged that Rodco issued inaccurate itemized wage statements in violation of Labor Code section 226. This claim was derivative of the alleged failures to pay all meal and rest period premiums at the regular rate of pay. Based on Rodco's records, Plaintiff estimated potential exposure of approximately $128,200 for the wage statement claim. (Bokhour Decl. ¶ 30.)

Labor Code section 226, subdivision (e), provides for statutory damages of $50 for the initial pay period in which a violation occurs and $100 for each violation in a subsequent pay period, subject to a maximum recovery of $4,000 per employee. Applying those statutory amounts and the applicable maximum, Plaintiff estimated potential exposure of approximately $128,200 for the wage statement claim. (Bokhour Decl. ¶ 31.)

Rodco disputed this claim and maintained that their wage statements complied with Labor Code section 226. Rodco further contended that any alleged inaccuracies were not knowing and intentional and did not cause the injury required for recovery under section 226. Rodco also relied on its defenses to the underlying wage claims and maintained that individualized issues concerning the contents of each wage statement, the information available to each employee, and whether any employee suffered an injury would preclude class certification. (Bokhour Decl. ¶ 32.)

Plaintiff recognizes that recovery would depend on proving the underlying wage violations as well as a knowing and intentional failure to provide accurate wage statements and the resulting injury. Plaintiff would also face the risks of denial of class certification and an adverse ruling at summary judgment or trial. To account for these risks, Plaintiff applied a 50% discount to the estimated exposure of $128,200. Plaintiff therefore valued the wage statement claim at approximately $64,100 for settlement purposes. (Bokhour Decl. ¶ 33.)

5. PAGA Penalties

Plaintiff also sought civil penalties under PAGA for the alleged Labor Code violations. Based on Rodco's records, Plaintiff identified approximately 12,070 PAGA Pay Periods during the period analyzed. Plaintiff's preliminary analysis estimated potential PAGA exposure of approximately $165,400. (Bokhour Decl. ¶ 34.)

This maximum calculation does not account for substantial legal and practical

uncertainties. Recovery of PAGA penalties would depend on Plaintiff establishing the underlying Labor Code violations, many of which Rodco vigorously disputed. Rodco also disputed whether the Court could assess penalties cumulatively for multiple violations arising during the same PAGA Pay Period, particularly where the alleged violations derived from the same underlying conduct. In addition, the version of Labor Code section 2699 applicable to Plaintiff's September 23, 2024 PAGA Notice authorized the Court to reduce an award that would otherwise be unjust, arbitrary and oppressive, or confiscatory. Courts have exercised this discretion to substantially reduce PAGA penalties when the maximum statutory amount would be disproportionate to the alleged misconduct. (See *Cotter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037.) Plaintiff therefore faced a substantial risk that the Court would reduce any penalties awarded even if Plaintiff established the underlying violations. (Bokhour Decl. ¶¶ 35, 36.)

Given these risks, the Parties allocated $20,000 of the Gross Settlement Amount to PAGA Penalties. Of that amount, $13,000 will be paid to the LWDA and $7,000 will be distributed to PAGA Members based on their respective PAGA Pay Periods. Given the disputed underlying violations, the risk that the Court would not award cumulative penalties, the Court's discretion to reduce any award, and the risks and expense of continued litigation, the PAGA allocation is fair, reasonable, and adequate. (Agreement §§ 1.33, 3.2.6–3.2.7; Bokhour Decl. ¶ 37.)

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

- Business Expense Reimbursement Claims: $110,000
- Labor Code §§ 201 – 203 Claims: $406,980
- Meal Period Claims: $108,461
- Rest Break Claims: 180,768
- Wage Statement Claims: $64,100
- PAGA Penalties $20,000
- **Total Risk-Adjusted Penalties and Damages: $890,309**

The $325,000 Gross Settlement Amount represents approximately 36% of the total risk-adjusted value of the claims. This substantial recovery, especially given the risks, expenses, and

delays of continued litigation, supports preliminary approval of the Settlement. Under these circumstances, the Settlement falls well within the range of reasonableness and merits preliminary approval.

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

Class Counsel have extensive experience litigating wage-and-hour class actions and PAGA representative actions and have obtained court approval of numerous class and PAGA settlements throughout California, have been repeatedly recognized as Super Lawyers in employment litigation, an honor awarded to only a small percentage of attorneys statewide, and have achieved substantial class-action settlements on behalf of California employees. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–10.)

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

The proposed Class Notice fully and fairly informs Class Members of the nature of the Action, the material terms of the Settlement, and their rights and options. It explains the class and PAGA components of the Settlement, the claims and defenses, the releases, the proposed deductions from the Gross Settlement Amount, the procedures for challenging credited Workweeks or PAGA Pay Periods, and the consequences of participating in or requesting exclusion from the class portion of the Settlement. The Class Notice also explains that PAGA Members cannot request exclusion from the PAGA portion of the Settlement. The proposed notice program is reasonably calculated to provide Class Members with meaningful notice and therefore satisfies due process.

The content and proposed dissemination of the Class Notice comply with California Rules of Court, rules 3.766 and 3.769. Among other information, the Class Notice describes the material terms of the Settlement, the requested Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. It also provides information concerning the Final Approval Hearing and the procedures and deadlines for submitting objections, Requests for Exclusion, and challenges to the number of credited Workweeks or PAGA Pay Periods. The first page of each Class Notice will state the recipient's estimated Individual Class Payment and Individual PAGA Payment, if any, as well as

the number of Workweeks and PAGA Pay Periods used to calculate those estimated payments. (Agreement § 7.4.2.)

Within 15 days after receiving the Class Data, the Administrator will mail the Class Notice to all identified Class Members by First Class U.S. Mail. Before mailing the Class Notice, the Administrator will update the addresses provided by Rodco through the National Change of Address database. If a Class Notice is returned as undeliverable, the Administrator will use any forwarding address provided by the United States Postal Service or conduct a Class Member Address Search and remail the Class Notice to the most current address located. These procedures provide a reasonable likelihood that the Class Notice will reach the affected Class Members. (Agreement §§ 7.4.2, 7.4.3; *Archibald v. Cinerama Hotels* (1976) 15 Cal.3d 853, 861.)

Class Members will have 45 days from the initial mailing of the Class Notice to submit an objection, challenge their credited Workweeks or PAGA Pay Periods, or request exclusion from the class portion of the Settlement. Class Members whose notices are remailed will receive an additional 14 days. These response periods provide Class Members with a reasonable opportunity to evaluate the Settlement, consult counsel if desired, and exercise their rights. (Agreement §§ 7.4.4, 7.5.1.)

Class Members who do not submit a valid and timely Request for Exclusion will become Participating Class Members, will be bound by the Settlement and the Released Class Claims, and will automatically receive an Individual Class Payment without submitting a claim form. PAGA Members will remain bound by the resolution of the Released PAGA Claims and eligible to receive an Individual PAGA Payment regardless of whether they request exclusion from the class portion of the Settlement. (Agreement §§ 3.1, 7.5.3, 7.5.4.)

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

Under the Settlement, all Participating Class Members will automatically receive an Individual Class Payment without submitting a claim form. PAGA Members will likewise automatically receive an Individual PAGA Payment regardless of whether they request exclusion from the class portion of the Settlement. This structure maximizes participation and ensures that

eligible Class Members receive payments without the burden of completing and submitting claim forms. (Agreement §§ 3.1, 3.2.6–3.2.7, 4.4.1.)

The Settlement is non-reversionary, meaning that no portion of the Gross Settlement Amount will revert to Rodco. Settlement checks will remain negotiable for at least 180 days after mailing. The Administrator will remail returned checks after conducting the required address search and will issue a replacement check upon a timely request if an original check is lost or misplaced. (Agreement §§ 1.20, 4.4.1, 4.4.2.)

If an Individual Class Payment or Individual PAGA Payment remains uncashed after the check becomes void, the Administrator will transmit the funds represented by that check to the California Controller's Unclaimed Property Fund in the name of the applicable Class Member. This procedure preserves the funds for the intended recipient, eliminates any unpaid residue, and ensures that Rodco receives no financial benefit from uncashed settlement checks. The Settlement therefore provides an effective method for maximizing the benefits available to Class Members while ensuring that the entire Gross Settlement Amount is distributed. (Agreement § 4.4.3.)

H. THE ATTORNEYS' FEES ALLOCATION UNDER THE AGREEMENT IS FAIR

Under the terms of the Agreement, Class Counsel requests an amount not to exceed one-third of the Gross Settlement Amount for attorneys' fees. (See, e.g., *Laffite 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]; *Singer v. Becton Dickinson and Co*. (S.D. Cal. June 1, 2010) No. 08-cv-1501-IEG (BLM), 2010 WL 2196104, at *8 [approving fee award of 33.33% of the common fund]; *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007) No. 1:05cv0484 DLB, 2007 WL 3492841, at *4 [awarding fees of 1/3 of common fund in a wage and hour class action, noting: "[f]ee awards in class actions average around one-third of the recovery"].) Once the Court grants preliminary approval of the Agreement and the Class Notice is disseminated, Class Counsel will submit a request for attorneys' fees and costs with its final approval motion.

I. THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND APPROPRIATE

The Agreement provides for a Class Representative Service Payment to Plaintiff Marcus Taylor in an amount not to exceed $10,000. The requested Class Representative Service Payment is reasonable considering 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 in Support of Preliminary Approval.)

The requested Class Representative Service Payment 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 Class Representative Service Payment is fair, reasonable, and appropriate under the circumstances.

VI. THE COURT SHOULD APPOINT ILYM GROUP, INC. AS THE SETTLEMENT ADMINISTRATOR

Subject to Court approval, the Parties jointly selected ILYM Group, Inc. to serve as the Administrator. ILYM will receive and process the Class Data, update Class Member addresses through the National Change of Address database, mail the Class Notice, conduct Class Member Address Searches when necessary, process Requests for Exclusion and objections, resolve challenges to credited Workweeks and PAGA Pay Periods, and calculate Individual Class Payments and Individual PAGA Payments. ILYM will also establish and administer the Qualified

Settlement Fund, issue settlement checks, transmit the LWDA PAGA Payment, prepare the required tax forms, and provide the reports and declarations necessary to complete the administration of the Settlement. (Agreement §§ 4.2, 7.1 through 7.8.)

The Administration Expenses Payment is anticipated not to exceed $7,500, subject to Court approval. If the actual Administration Expenses Payment is less than $7,500, or if the Court approves a lower amount, the difference will be added to the Net Settlement Amount for distribution to Participating Class Members. The requested appointment and anticipated expenses are therefore reasonable and consistent with the interests of the Class. (Agreement §§ 1.3, 3.2.3.)

VII. 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.

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: October 26, 2026

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

BY: _____

MEHRDAD BOKHOUR
JOSHUA FALAKASSA
Attorneys for Plaintiff and the Putative Class