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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

HELDER VIEIRA, TAVORIS SAUCIER, ERIC BARBARY, ANDREW EMARY, JASON SERIOS, BLONG YANG, individually, and on behalf of all others similarly situated, Plaintiffs, v. ONE WORKPLACE L. FERRARI LLC, a California limited liability company, doing business as ONE WORKPLACE; and Does 1 through 100, Defendant(s).	Case No. 24CV447301 Judge: Hon. Theodore C. Zayner **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** Date: December 2, 2026 Time: 1:30 p.m. Dept: 19 Action Filed: September 13, 2024 FAC Filed: September 19, 2024 SAC Filed: August 4, 2025 Trial Date: Not Set

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

PLEASE TAKE NOTICE that on December 2, 2026, at 1:30 p.m., or as soon thereafter as this matter may be heard in Department 19 of the Superior Court of California, County of Santa

Clara, located at 191 N. First St., San Jose, CA 95113, before the Honorable Theodore C. Zayner, Plaintiffs Helder Vieira, Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Serios and Blong Yang (collectively, "Plaintiffs") will and hereby do move the Court for an Order: (1) granting preliminary approval of the parties' settlement as set forth in their Class and PAGA Settlement Agreement ("Agreement"); (2) conditionally certifying the proposed Class for settlement purposes only; (3) appointing Plaintiffs as the Class Representatives; (4) appointing David D. Bibiyan of the Bibiyan Law Group, P.C. and Jerusalem F. Beligan of the Beligan Law Group, LLP as Class Counsel; (5) appointing Apex Class Action, LLC ("Apex") as the Administrator and authorizing Apex to send the Class Notice to the Class Members and Aggrieved Employees; and (6) setting a date for the Final Approval Hearing date (the "Motion").

Pursuant to California Rules of Court 3.769(d) and (e), the Motion is made on the grounds that the proposed Settlement satisfies all criteria for preliminary approval under California law and falls well within the range of reasonableness; the Agreement was reached through informed, arms-length bargaining between experienced attorneys, and Plaintiffs and Class Counsel will fairly and adequately represent the Class Members.

The Motion consists of this notice, Memorandum of Points and Authorities, declarations of Plaintiffs and their counsel, the Agreement and proposed Class Notice, the proposed Preliminary Approval Order, and any oral argument the Court may permit at the hearing on the Motion.

Dated: April 27, 2026

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs brought this Action against Defendant on a proposed class basis and on a proposed representative basis under the Private Attorneys General Act (the "PAGA").[1] The proposed class and PAGA claims arise from Defendant's alleged violations of California's Labor Codes: (1) failure to pay the minimum wage and overtime wages; (2) failure to provide meal and rest breaks; (3) failure to provide accurate wage statement; (4) failure to timely pay all wages due; (5) failure to reimburse business expenses; (6) violation of Business & Professions Code § 17200, *et seq*.; and (7) violations of the PAGA. (*See* Bibiyan Decl., ¶ 5, **Exh. 1**, Agreement at §§ (2)(1); *see also* Class Notice, § 1.)

Class Counsel conducted informal discovery that yielded information and documentation concerning the claims set forth in the Action. (Bibiyan Decl. ¶ 7.) The Parties then attended a full day of mediation with a renowned class action mediator Eve Wagner, Esq. and continued to negotiate at arms' length for nearly one year following an initially unsuccessful mediation session. (*Id*.)

The terms of the Settlement provide that Defendant shall pay a Gross Settlement Amount of One Million, Four Hundred and Eighty-Five Thousand Dollars and Zero Cents ($1,485,000.00), which will be distributed to Class Members and Aggrieved Employees on a **non-reversionary** basis without the need to submit claim forms. (*See* Agreement at §§ (3)(1); *see also* Class Notice, § (3)(1).) Thus, the Gross Settlement Amount will be distributed and no remaining amounts, i.e. unclaimed funds, will revert back to Defendant. (*Id*.)

The Parties believe this Settlement is fair, adequate, and reasonable, especially given the substantial risks and uncertainty of class certification, trial and appeals. Although Plaintiffs and their counsel believe they can prevail on class certification and on the merits, they recognize the inherent risks in drawn-out litigation and that a class might not be certified and/or that Plaintiffs could fail to establish liability. Accordingly, based on their own independent investigation and evaluation, the Parties and their counsel believe that settlement for the consideration and on the terms set forth in

[1] Unless otherwise defined, all terms capitalized herein shall have the same meanings ascribed to those terms as defined in the Class and PAGA Settlement Agreement (the "Agreement"), a copy of which is attached to the Declaration of David D. Bibiyan ("Bibiyan Decl.") as **Exhibit 1**.

the Agreement is fair, reasonable, and adequate and is in the best interests of the Class Members and Defendant in light of all known facts and circumstances and the expenses and risks inherent in litigation. The Parties, therefore, respectfully request the Court to grant this Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Preliminary Approval Motion") and schedule a Final Approval Hearing.

II. PROCEDURAL HISTORY

On September 12, 2024, Plaintiff Saucier submitted a PAGA Notice with the LWDA. (Agreement, § 2.1; *see also* Declaration of Jerusalem F. Beligan ("Beligan Decl.") ¶ 3, **Exh. 1**.)

On September 13, 2024, Plaintiff Vieira filed his wage-and-hour class action against Defendant entitled, *Helder Vieira v. One Workplace L. Ferrari LLC, et al.*, Santa Clara Superior Court, Case No. 24CV447301 (the Action), alleging (1) failure to pay overtime and minimum wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) waiting time penalties; (5) wage statement violations; (6) failure to pay timely wages; (7) failure to indemnify; (8) violation of Labor Code § 227.3; and (9) unfair competition. (*See* Agreement, § 2.2.) On that same day, Plaintiff Vieira submitted a PAGA Notice to the LWDA (the "*Vieira* Action"). (Agreement, § 2.3.)

On October 14, 2024, Plaintiff Saucier filed a separate class action lawsuit against Defendant, entitled, *Tavoris Saucier, et al. v. One Workplace Construction, LLC, et al.*, Santa Clara Superior Court, Case No. 24CV449448, alleging: (1) Failure to Pay Earned Wages; (2) Failure to Pay Minimum Wage and/or Prevailing Wage; (3) Failure to Pay Overtime and/or Overtime and Prevailing Wage Rates; (4) Failure to Provide Meal Breaks; (5) Failure to Provide Rest Breaks; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Timely Pay Final Wages; (8) Failure to Reimburse all Reasonable and Necessary Business Expenses; and (9) Violation of Business & Professions Code § 17200, *et seq*. (the "*Saucier* Action"). (Agreement, § 2.5.) On November 27, 2024, Plaintiff Saucier amended his class action complaint to allege a claim for violations of the PAGA. (Agreement, § 2.6).

On February 6, 2025, the Parties attended an all-day mediation presided over by Eve Wagner, Esq. (Agreement, § 2.10.) Before the mediation, Defendant produced to Plaintiffs the following: (1) approximately 18.9% sampling of time and pay records for all members of the putative class; (2)

class data points, including the number of Class Members and Workweeks during the Class Period and the number of Aggrieved Employees and Pay Periods during the PAGA Period; (3) Defendant's wage and hour policy documents, including employee handbooks; and (4) all documents pertaining to Plaintiff Vieira available to Defendant, including his time records and personnel file. (Bibiyan Decl., ¶ 7; *see also* Agreement, § 2.8.) Class Counsel then calculated damages and Defendant's potential exposure. (Bibiyan Decl., ¶ 8.) Armed with this information, the Parties participated in a full-day mediation with Eve Wagner, Esq. (*See* Bibiyan Decl., ¶¶ 7-8; *see also* Agreement, § 2.9.) The mediation was not initially successful, but upon further negotiations, the Parties agreed to a mediator's proposal that would resolve all class and PAGA claims in the Action, as well as the previously pending *Saucier* Action. (Agreement, § 2.11; *see also* Bibiyan Decl. ¶ 7; Beligan Decl. ¶¶ 4-5.)

On August 4, 2025, and pursuant to stipulation and order, Plaintiff Vieira filed a Second Amended Complaint (the Operative Complaint), adding the plaintiffs and claims from the *Saucier* Action, as well as the claims asserted in the Vieira PAGA Notice. (Agreement, § 2.11.) On September 25, 2025, Plaintiffs served Defendant with Special Interrogatories, Form Interrogatories, Requests for Admission, Requests for Production of Documents, and Notices of Deposition of Defendant's Custodian of Records and Person(s) Most Knowledgeable. (Beligan Decl. ¶ 5.)

On December 2, 2025, pursuant to stipulation and order, the Court dismissed the parallel *Saucier* Action without prejudice, to effectively allow the Parties to seek approval of the Settlement in the *Vieira* Action. (Agreement, § 2.12.)

III. <u>DISCUSSION</u>

Any settlement of a class action lawsuit must be reviewed and approved by the Court. This is done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final review after notice has been distributed to the class members for their comment or objections. The Manual for Complex Litigation (Third) § 30.41 states:

> Approval of class action settlements involves a two-step process. First, counsel submits the proposed terms of settlement and the court makes a preliminary fairness evaluation. If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval,

> the court should direct that notice … be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

Thus, the preliminary approval by the trial court is simply a conditional finding that the settlement appears to be within the range of acceptable settlements. As Professor Newberg comments, "[t]he strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal may vary. The court may find that the settlement proposal contains some merit, is within the range of reasonableness required for a settlement offer, or is presumptively valid subject only to any objections that may be raised at a final hearing." *A. Conte & H. Newberg, Newberg on Class Actions*, § 11.26 (4th ed. 2002).

The procedures for the parties' submission of a proposed settlement for preliminary approval by the Court also are discussed in 4 *Newberg on Class Actions*:

> When the parties to an action reach a monetary settlement, they will usually prepare and execute a joint stipulation of settlement, which is submitted to the court for preliminary approval. The stipulation should set forth the central terms of the agreement, including but not limited to, the amount of settlement, form of payment, manner of determining the effective date of settlement and any recapture clause.

Id. at § 11.24.

Here, the Parties have reached such an agreement and have submitted to this Court a copy of the Agreement setting forth all of the terms, including the method for calculating the Settlement Class Members' Individual Class and PAGA Payments. (*See* Agreement, §§ 3.2.1 – 3.2.5.)

A. <u>The Class Should be Provisionally Certified</u>

The parties, at the preliminary approval stage, may also request the trial court provisionally approve certification of the class – conditioned upon final approval of the settlement. "[P]re-certification settlements are routinely approved if found to be fair and reasonable." *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 240 (2001); *accord Dunk v. Ford Motor Co.,* 48 Cal. App. 4th 1794, 1803 (1996) (although the settlement was reached before any "adversary certification," the court was satisfied that it was "fair, adequate and reasonable"). As further explained by Professor Newberg:

> The strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal ... may be set out in conditional orders granting tentative approval to the various items submitted to the court. Three basic rulings are often conditionally entered at this preliminary hearing. These conditional

> rulings may approve a temporary settlement class, the proposed settlement, and the class counsel's application for fees and expenses.

Newberg on Class Actions, at §11.26. In addition, the Agreement reached among the Parties contains a provision pursuant to which the Parties stipulate to the Court's provisional certification of the Class but do so for the purposes of settlement only. (*See* Agreement at §§ 2.12; 11.)

1. Proposed Class Definition

The current settlement is being settled on behalf of "all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period [September 13, 2020 to February 5, 2025]." (*See* Agreement § (1)(5); (1)(12); *see also* Class Notice, generally). The Settlement includes Aggrieved Employees, who include all non-exempt employees during the PAGA Period, extending from September 12, 2024 to February 5, 2025. (*See* Agreement, § (1)(12); (1)(32).)

2. The Class is Sufficiently Numerous

Courts generally find that numerosity is satisfied if the class includes 40 or more members. *Hendershot v. Ready to Roll Transp., Inc.*, 228 Cal. App. 4th 1213, 1222 (2014) (noting that there is no set number required for numerosity in case involving approximately 44 class members; only requirement is that class is so numerous that joinder would be impractical); *Villalpando v. Excel Direct Inc.*, 303 F.R.D. 588, 605-606 (N.D. Cal. 2014).

Here, there are approximately 439 Class Members as of February 25, 2025, with no additional individuals who will likely become Class Members, as the Class Period ended on February 5, 2025. (*See* Agreement at §§ 1.12; 4.1; 8.) Numerosity is satisfied.

3. The Class is Ascertainable

Class members are ascertainable where they may be "readily identified without unreasonable expense or time by reference to official records." *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334 (2008); *Faulkinbury v. Boyd & Assocs., Inc.*, 216 Cal. App. 4th 220, 240 (2013). Here, the identity of Class Members is clearly ascertainable from Defendant's payroll records and have already been identified during the investigative process.

///

4. **Plaintiffs' Claims are Typical and They are Adequate Representatives**

Commonality requires only that some common legal or factual questions exist; the plaintiffs need not show that all issues in the litigation are identical. *Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462, 473 (1981). Defendant's conduct is central to the commonality inquiry. *City of San Jose v. Superior Court*, 12 Ca1. 3d 447, 460 (1974); *Vasquez v. Superior Court*, 4 Cal. 3d 800, 812-13 (1971). Where the employer's conduct is uniformly directed at a class of employees, as Plaintiffs allege it is here, the class wide impact of the defendant's policies satisfies the commonality requirement. See *Stephens v. Montgomery Ward & Co.*, 193 Cal. App. 3d 411, 421 (1987).

Here, the Operative Complaint alleges Defendant failed to pay all compensation owed to Plaintiffs and the Class Members including, but not limited to, all minimum, regular and overtime wages, meal and rest period premiums for all noncompliant meal and rest breaks, reimbursements for all necessary business expenses, and statutory penalties for the alleged Labor Code violations. The Operative Complaint also alleges that Plaintiffs and other Class Members are entitled to civil penalties under the PAGA. In the Operative Complaint, Plaintiffs allege that they and other Class Members were subjected to the same alleged violations. Accordingly, Plaintiffs' claims are typical and common to the other Class Members.

Moreover, Plaintiffs do not have any interests adverse to the Class, nor have any such issues been raised or presented. (Declaration of Helder Vieira ("Vieira Decl."), ¶ 17; Declaration of Tavoris Saucier ("Saucier Decl."), ¶ 9; Declaration of Eric Barbary ("Barbary Decl."), ¶ 9; Declaration of Andrew Emary ("Emary Decl."), ¶ 9; Declaration of Jason Serios ("Serios Decl."), ¶ 9; Declaration of Blong Yang ("Yang Decl."), ¶ 9.) Plaintiffs have taken all necessary steps to represent the interests of the Class, by providing information and documents, reviewing the pleadings, and assisting in the preparation and scope of discovery. (Vieira Decl., ¶¶ 9-19; Saucier Decl., ¶¶ 3-9; Barbary Decl., ¶¶ 3-9; Emary Decl., ¶¶ 3-9; Serios Decl., ¶¶ 3-9; and Yang Decl., ¶¶ 3-9.) For these reasons, Plaintiffs have adequately represented the Class Members and will continue to do so.

From the inception of this Action, proposed Class Counsel have adequately represented the interest of the Class. For example, Class Counsel obtained class data and documents, including policies, a sampling of time and payroll data from which Plaintiffs' counsel calculated Defendant's potential exposure, propounded discovery, and amended the pleadings when necessary. (Bibiyan Decl., ¶¶ 7-8; *see also* Agreement, §§ (2)(8)-(2)(9).) Class Counsel has also been approved as class counsel on a number of prior cases and are competent to represent the Class Members. (Bibiyan Decl., ¶¶ 18-19; Beligan Decl., ¶ 6, **Exh. 2**.)

5. <u>Class-Wide Adjudication is Superior to Individual Claims</u>

Class treatment is clearly superior to any other method of resolving Plaintiffs' claims. *Sav-On Drug Stores v. Sup. Ct.*, 34 Cal. 4th at 326; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal. App. 4th 1286, 1308 (2010) ("[I]n light of the numerous common issues of fact and law that predominate in this lawsuit, we conclude that proceeding by way of class action is the superior method of adjudication. Doing so would further judicial economy by avoiding repetitious suits, would unify what would otherwise be a series of small claims so as to enhance the class members' access to redress").

Here, Plaintiffs' claims are based on alleged system-wide policies, procedures, and practices that apply to all Class Members and can be most efficiently litigated on a class-wide basis. The alternative would be the unrealistic filing of numerous individual lawsuits. Since the Class Members are employees with relatively modest individual claims and limited resources, there is a strong likelihood that individual claims would never be brought.

6. <u>Common Questions of Fact and Law Exist</u>

First, a subclass of Class Members, including Plaintiff Vieira, were purportedly misclassified as salaried, exempt employees. While their salaries met the double-minimum wage threshold, the majority of tasks performed by this subclass of Class Members was no different than the Class Members who were classified as hourly, non-exempt.

Second, the Class Members contend they spent time performing job-related duties while off-the-clock and were not paid. Plaintiffs allege that they and the Class Members were required to respond to work emails while at home or otherwise off-duty and were required to provide immediate responses. Plaintiffs allege this time was not compensated by Defendant, though it was known that Plaintiffs and the Class Members were responding to emails while clocked out. Plaintiffs' off-the-clock violations are a natural byproduct of Defendant's alleged necessity for the Class Members to work through their meal breaks, though they were automatically clocked out. Pursuant to this policy, Plaintiffs allege the Class Members were not paid for all hours worked. The number of meal periods that each Class Member worked off-the-clock varied widely, but the time records indicate that meal periods were recorded each day.

Third, Plaintiffs also allege that Class Members were not provided with timely meal periods, free from employer control. While its written policy states that all rest and meal periods shall be in compliance with applicable Industrial Welfare Commission rules and regulations, Defendant's contravening policies and practice do not "relieve[] … [Class Members] of all duty, relinquishes control over their activities[,] [nor] permit[] them a reasonable opportunity to take … uninterrupted 30–minute break[s] …" *Brinker Rest. Corp. v. Sup. Ct.*, 53 Cal. 4th 1004, 1040 (2012); *see also Alberts v. Aurora Behavioral Health Care*, (2015) 241 Cal. App. 4th 388, 406 ("Even if we assume (as the trial court did) that [defendant]'s written meal and rest break policy is 'facially legal' and its facial legality is undisputed by plaintiffs, the mere existence of a lawful break policy will not defeat class certification in the face of actual contravening policies and practices that, as a practical matter, undermine the written policy and do not permit breaks."). Here, Defendant's policy entitles Class Members to one meal break during their regularly-scheduled shifts. However, Plaintiffs allege they and Class Members were instructed to clock out for their meal breaks and continue performing installer duties through the meal breaks because there was too much work to do, compounded by an alleged dwindling staff since the COVID-19 outbreak and continuing through the Class Period. According to Plaintiffs, this kept Plaintiffs and Class Members from receiving uninterrupted 30-minute meal periods. Despite the alleged regularly interrupted meal breaks, Plaintiffs contend they and Class Members did not receive meal period premiums for all times they failed to receive compliant meal breaks.

Fourth, Plaintiffs allege that Defendant's practices also precluded Settlement Class Members from taking off-duty rest periods, free from employer control. *See Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) ("[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time"). Plaintiffs allege that Defendant required them to work through their scheduled rest breaks to perform installer duties and work through their rest breaks because there was too much work to do, compounded with the alleged understaffing as a result of the COVID-19 outbreak and continuing through the Class Period. Plaintiffs contend they and Settlement Class Members did not have the ability to regularly take rest breaks. Despite the inability to take rest breaks, Plaintiffs allege that they and the Class Members did not receive rest break premiums for the rest breaks that they did not have the opportunity to take.

Finally, Plaintiffs allege that Defendant failed to reimburse them and the Class Members for reasonable and necessary business expenses incurred in the course of carrying out their job duties. Plaintiffs allege that they and many other Class Members were required to drive their personal vehicles between worksites during decommissioning projects. Despite Defendant's policies permitting reimbursement, Plaintiffs allege Defendant failed to pay for all of these expenses. Plaintiffs, and presumably, Class Members, allege they were not reimbursed for these reasonable and necessary expenses in violation of Labor Code § 2802.

B. The Settlement Meets the *Kullar* Factors

As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.,* 168 Cal. App. 4th 116, 130, 133 (2008), a class action settlement should be approved when the plaintiff has conducted sufficient discovery and the settlement is reasonable in light of the strengths of the plaintiff's claims. As discussed herein, Class Counsel conducted sufficient discovery and investigation and, in light of the strength and weaknesses of Plaintiff's claims, Class Counsel submits that the Settlement is fair pursuant to *Kullar*. (Bibiyan Decl., ¶¶ 7-8, 20; Beligan Decl., ¶ 6; *see also* Agreement, § 2.9; 6.1.)

1. Class Counsel Conducted Sufficient Discovery and Investigation

To evaluate damages and Defendant's potential exposure, Defendant produced relevant company policies, employee handbooks, as well as timekeeping records, activity data, payroll and wage statements for an 83-employee sample of the Class, which the Parties agreed to use as a sample for the Class for mediation purposes. (Bibiyan Decl., ¶ 7.) Relying on this sampling, Plaintiffs' counsel conducted a damage analysis to evaluate Defendant's potential exposure if Plaintiff prevailed on each theory of liability. (*Id.*) Armed with this information, the Parties attended mediation, eventually leading to the current Settlement. (*Id.*)

2. <u>Strengths and Weaknesses of Plaintiffs' Claims</u>

As an initial matter, Defendant maintained that a subclass of the Class Members, including Plaintiff Vieira, were exempt from overtime compensation, meal periods and rest periods because they were salaried. Unless Plaintiff Vieira overcame this threshold issue, he and a sizeable subclass of Class Members would have been limited in prosecuting the claims alleged in this Action. Rather, Plaintiff Vieira and this subclass of Class Members would have been limited to seek only the reimbursement of necessary business expenses, penalties under Labor Code 203 and 226, and civil penalties under the PAGA, 65% of which goes to the State of California. Thus, the Settlement compensates Class Members for both unpaid wages and civil penalties.

Second, Defendant contends that it maintained and enforced lawful policies prohibiting off-the-clock work, requiring employees to take meal and rest periods, and reimbursed expenses as required by law. Given Defendant's contentions, Plaintiffs and their counsel would have faced significant risks in seeking to certify this class action. Courts have repeatedly held that class certification is not appropriate where the employer allegedly maintains and enforces lawful policies. *See e.g., Morgan v. Wet Seal, Inc.*, 210 Cal. App. 4th 1341, 1346 (2012) (affirming denial of class certification where employer maintained lawful policies).

Again, Class Counsel has significant experience in obtaining class certification and litigating class actions, including appeals. (Bibiyan Decl., ¶¶ 18-19; Beligan Decl., ¶ 6, **Exh. 2**.) However, given Defendant's contention it maintained and enforced lawful policies and practices, Plaintiffs faced obstacles on their march towards a heavily contested class certification motion and trial on the merits. Accordingly, Plaintiffs' counsel believes that settling this case for a concrete $1,485,000.00 payment is fair, adequate and reasonable in light of the significant risks. (Bibiyan Decl., ¶ 20; Beligan Decl., ¶¶ 6-7.)

3. <u>The Potential Value of the Claims</u>

The Settlement provides fair and reasonable monetary recovery for the Class Members on disputed claims. The result achieved in this Settlement is fair, adequate and reasonable when measured against the risks of not overcoming the misclassification threshold, losing class certification, losing on the merits, and potential appeals. The Settlement provides concrete recovery for Class Members now, rather than having to wait months or years after contested class certification and decertification motions, summary judgment, trial, and potential appeals. Plaintiffs conducted the following exposure analysis.

Off-the-Clock Work. With respect to the unpaid wages due to off-the-clock work, again, Defendant's alleged policy is to prohibit off-the-clock work and to pay for all hours worked. (Bibiyan Decl., ¶ 8.A.) Nevertheless, assuming a 100% violation rate, Plaintiffs calculated damages at $2,724,665.00. (*Id.*) However, Defendant contends that (1) the subclass of Class Members claiming misclassification were properly classified and not entitled to additional compensation aside from their salaries; and (2) it maintained express written policies mandating that all work be on the clock and paid. Given the risk this claim may not be certified as a class action, Plaintiffs discounted this maximum amount by 50% for risk of non-certification and 30% for risk of being unsuccessful on the merits, for a total discount of 80%. Therefore, Defendant's reasonable estimated exposure is $544,933.00. (*Id.*)

Overtime Compensation. With respect to the unpaid overtime wages due to off-the-clock work, again, Defendant claims that (1) the subclass of Class Members who were salaried, exempt were not entitled to overtime compensation; and (2) Defendant alleges that its policy is to prohibit off-the-clock work and to pay for all hours worked. (Bibiyan Decl., ¶ 8.B.) Nevertheless, assuming a 100% violation rate, Plaintiffs calculated damages at $159,012.00. (*Id.*) However, Defendant contends that it maintained express written policies mandating that all work be on the clock and paid. Given the risk this claim may not be certified as a class action, Plaintiffs discounted this maximum amount by 50% for risk of non-certification and 40% for risk of being unsuccessful on the merits, for a total discount of 90%. Therefore, Defendant's reasonable estimated exposure is $15,901.20. (*Id.*)

Meal Periods. Assuming a 100% violation rate, Plaintiffs' counsel calculated a total potential exposure of $4,039,993.00. (Bibiyan Decl., ¶ 8.C.) However, again, Defendant contends that (1) the subclass of Class Members who were salaried, exempt were not entitled to meal period premiums; and (2) that Defendant had lawful meal period policies in place. Moreover, while Plaintiffs contend that Defendant maintained a policy based on the belief that Plaintiffs and certain Class Members were exempt from meal period protections under the law, this does not necessarily establish whether Defendant failed to provide meal periods or whether Plaintiffs or the Class Members actually took meal periods. For this reason, Class Counsel discounted this claim by 50% for class certification risk and 25% for liability, for a total 75% discount. As such, Defendant's reasonable estimated exposure is $1,009,998.25, after considering the risks of non-certification and losing on the merits. (*Id.*)

Rest Breaks. With respect to the rest period claim, Defendant also claims that (1) the subclass of Class Members who were salaried, exempt were not entitled to meal period premiums; and (2) that Defendant had a lawful rest period policy in place, while disputed by Plaintiffs. (Bibiyan Decl., ¶ 8.D.) Moreover, given the authorize-and-permit standard (which does not require the employer to ensure rest breaks are taken), and that there are no time records for rest periods—as an employer is not obligated to maintain them and rest periods are on the clock—rest period claims are more difficult to certify when faced against a lawful policy. (*Id.*) While not impossible, proving employees were discouraged or prevented from taking duty-free rest periods could devolve into individualized issues which could preclude certification. (*Id.*) Nevertheless, assuming a 100% violation rate, the rest period claim is estimated at $8,044,290.00. (*Id.*) However, given Defendant's alleged lawful policies, the lack of time records for rest periods, and the risk that this claim will not be certified as a class action, Plaintiffs discounted this maximum amount by 50% for risk of non-certification and 35% for risk of being unsuccessful on the merits, for a total of 85% discount. As such Defendant's total reasonable estimated exposure is $1,206,643.50, considering the risks of non-certification and losing on the merits. (*Id.*)

Unreimbursed Business Expenses. As for the business expense reimbursement claim, Defendant also contends that it maintained lawful policies. (Bibiyan Decl., ¶ 8.E.) Nevertheless, assuming a 100% violation rate, Plaintiffs calculated damages at $333,045.00. (*Id.*) However, again, because of Defendant's alleged lawful policies and the risk this claim will not be certified as a class action, Plaintiffs discounted this maximum amount by 50% for risk of non-certification and 25% for risk of being unsuccessful on the merits, totaling a discount of 75%. Therefore, Defendant's reasonable estimated exposure is $83,261.25. (*Id.*)

Wage Statement and Final Pay Penalties. To recover waiting time penalties, Plaintiffs must show that Defendant willfully withheld wages. Lab. Code § 203. Likewise, to recover wage statement penalties, Plaintiffs must show that Defendant acted knowingly and intentionally. Labor Code § 226(e). Assuming 100% exposure, the total damages for waiting time penalties were calculated at $2,746,047.00, and the total wage statement penalties were calculated at $880,700.00. (Bibiyan Decl., ¶ 8.F.) However, given that Plaintiffs face obstacles in proving willfulness or knowing and intentional violations, Plaintiffs discounted these maximum amounts by 50% for risk of non-certification and 30% for risk of being unsuccessful on the merits, to arrive at a total discount of 80%. Therefore, Defendant's estimated exposure is $549,209.40, for 203 penalties and $176,140.00, for 226 penalties. (*Id.*)

PAGA Penalties. For purposes of this Settlement, the PAGA Period (from September 12, 2023, to February 5, 2025) is shorter than the Class Period (from September 13, 2020, to February 5, 2025). As for the PAGA penalties, assuming a 100% violation rate, the total PAGA penalties are approximately $4,375,600.00. (Bibiyan Decl., ¶ 8.G.) This assumes stacking is permitted under the PAGA. Moreover, Plaintiffs face an uphill battle of recovering the full amount of civil penalties given Defendant's contention as discussed above. (*Id.*) Under the PAGA, the presiding court has the same "discretion" as the labor enforcement agencies to impose civil penalties upon an employer for the violation of the Labor Code § 2699(e). Here, the PAGA claims are derivative of the violations of the very same Labor Code sections that are the basis of the class claims.

Moreover, under section 2699(e)(2), the presiding court—using its discretion—"may award a lesser amount than the maximum civil penalty amount . . . if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2); *see also Amaral v. Cintas*, 163 Cal. App. 4th at 1211-1212 (2008) (recognizing the reviewing court has discretion to reduce civil penalties because of an employer's "good faith defense"); *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1136 (2012).

In this regard, the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018) is instructive. In *Carrington*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. *Id*. at 517. Upon review, the Court of Appeal found such reduction to be proper. *Id*. at 539. Again, the *Carrington* decision was after the plaintiff actually prevailed at trial, and even then, the PAGA penalties were reduced by 90%.

As a result, most supervising courts' approval of settlements of combined statutory penalties to a class and civil penalties under PAGA allocate substantially smaller sums of the settlement to the satisfaction of PAGA civil penalties. *See, e.g., In re Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 579 (2010) ("the trial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims").

Based on these risks, Plaintiffs discounted the maximum PAGA amount by 30% for risk of losing on the merits and by an additional 55% for risk of the Court reducing penalties, to arrive at a discount of 85%. Therefore, Defendant's reasonable estimated exposure with regard to PAGA penalties is $656,250. (Bibiyan Decl., ¶ 8.G.) Thus, Plaintiff's predicted potential total recovery for the Class and Aggrieved Employees if the matter proceeded through trial is approximately $4,242,336.60, which includes PAGA penalties. (*Id*.) The proposed settlement of $1,485,000.00, therefore represents 34.99% of Defendant's reasonable exposure for the alleged class and representative action claims. (*Id*.)

Numerous courts have held that gross settlements approximating between only 8% and 25% of the defendant's potential exposure are fair and reasonable. *See, e.g., In re Mego Fin. Corp. Secs. Litig*., 213 F.3d 454, 459 (9th Cir.2000) (holding that class action settlement recovering 16% of potential exposure was fair and reasonable); *Wershba*, 91 Cal.App.4th at 250. In the present case, the total amount of the Settlement *exceeds* the acceptable range when compared to the risks of continued litigation.

C. <u>The Settlement was Negotiated at Arms' Length and is Not Collusive</u>

Courts presume the absence of fraud or collusion in the negotiation of settlement unless evidence to the contrary is offered. *In re Nordstrom Com. Cases*, 186 Cal. App. 4th at 581. While the recommendations of Plaintiffs' counsel are not conclusive, the Court can properly take them into account, particularly where, as here, they have been involved in informal discovery, are competent, and have significant experience. *See Newberg on Class Actions, supra*, at § 11.47; *Nat'l Rural*

Telecomms. Coop., 221 F.R.D. at 528.

Here, Plaintiffs' counsel have a great deal of experience in litigating wage-and-hour class and PAGA actions. (*See* Bibiyan Decl., ¶¶ 18-19; Beligan Decl., ¶ 6, **Exh. 2**.) Moreover, as discussed above, Plaintiffs' counsel conducted investigation of the allegations involved in this Action since inception, and further once they decided to mediate. (Bibiyan Decl., ¶ 7; Beligan Decl., ¶ 5.) Each side has apprised the other of their respective factual contentions, legal theories and defenses, resulting in extensive arms' length negotiations taking place among the Parties. (Bibiyan Decl., ¶¶ 7-8; Settlement Agreement, § 2.9.) The Settlement is fair, reasonable and adequate, given the inherent risks of litigation, including the substantial risks relative to class certification, and the costs of pursuing such litigation. The Settlement is the result of extensive arms' length negotiations between the Parties and their counsel, which was achieved after one mediation session and nearly one year of continued exchange of information and negotiations. (Bibiyan Decl., ¶ 7.)

Despite the asserted fairness of the settlement terms, as set forth in the Class Notice, Settlement Class Members, who wish to pursue their own case for the claims being released herein, have the right to submit a request for exclusion (i.e., opt-out) from the Settlement. (*See* Agreement, §§ 7.5 – 7.7); *see also* Class Notice, §§ 6-7.) Moreover, as set forth in the Class Notice, Class Members are advised of their right to attend the Final Approval Hearing and object to any of the terms contained in the Agreement. (*See* Agreement, § 7.7.2; *see also* Class Notice, § 8.)

D. Settlement Terms and Evaluation

1. Proposed Terms of the Settlement

Defendant shall pay a Gross Settlement Amount of $1,485,000.00, which will be distributed to the Participating Class Members on a **non-reversionary** basis without the need to submit claim forms. (*See* Agreement, § 3.1; *see also* Class Notice, §§ 3.1 – 3.3.) The Agreement further provides attorneys' fees up to 35% for a total of $519,750.00 and an award of actual costs in an amount not to exceed $40,000.00. (*See* Agreement, § 3.2.2; *see also* Class Notice, §§ 3.2.a.) The Class Representative Service Payments is $7,500.00 for each of six named Plaintiffs, totaling $45,000.00. (*See* Agreement, § 3.2.1; *see also* Class Notice, § 3.2.b). Apex will be paid up to $7,990.00 for costs of administering the Settlement. (*See* Agreement, § 3.2.3; *see also* Class Notice, § 3.2.c). The PAGA payment is allocated as $148,500.00 of which 65% will be paid to the LWDA ($96,525.00) and 35% ($51,975.00) will be paid to the Aggrieved Employees. (*See* Agreement, § 3.2.5; *see also* Class Notice, § 3.2.d.) After deduction of the foregoing, the Net Settlement Amount will be distributed to Participating Class Members based on the number of Workweeks they worked during the Class Period. (*See* Agreement, § 3.2.4; *see also* Class Notice, § 3.3). On a pure raw average, each Class Member will receive approximately $1,751.54. (Bibiyan Decl., ¶ 9.) Said amount for each Class Member could increase or decrease depending on a number of factors, including the days worked by each Settlement Class Member, as well as the number of exclusions received. The approximate amount each Class Member will be entitled to will not be known until the Class Data and Workweeks are provided to the Administrator for processing.

2. <u>Nature of any Injunctive Relief</u>

The Settlement does not provide for any injunctive relief.

3. <u>This is a Non-Reversionary Settlement</u>

Subject to Court approval, uncashed or cancelled checks after the void date will either be paid to the proposed *cy pres* recipient, Katherine and George Alexander Community Law Center, or transmitted to the California Controller's Unclaimed Property Fund in the name of Participating Class Members and/or Aggrieved Employees. (*See* Agreement, § 4.4.3; *see also* Class Notice, § (3)(5).) Thus, the unpaid residue will be paid to a *cy pres* recipient pursuant to the requirements of Code of Civil Procedure § 384 or transmitted to California Controller's Unclaimed Property Fund. Under either scenario, no unclaimed funds will revert to Defendant. The Parties will provide an accounting upon completion of administration of the Settlement.

4. <u>Scope of Release of Class Members' Claims</u>

The scope of the release is identified in the Agreement at section 5, as well as in the Class Notice (section 3.9) that will be sent to Settlement Class Members. The scope of the Class Period, PAGA Period, and release are narrow and are limited to the claims asserted in the Operative Complaint. Further, the scope of the release does not waive Civil Code § 1542 for Settlement Class Members.

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5. **Tax Treatment of Settlement Amounts**

The Individual Class Payments are allocated as follows: 80% as interest and non-wage income or penalties and 20% as wages. (*See* Agreement, § 3.2.4.1); *see also* Class Notice, § 3.4). Participating Class Members will be issued IRS Forms W2s and 1099s for the Individual Class Payments. (*See* Agreement, § 3.2.4.1; *see also* Class Notice, § 3.4). In addition, Defendant will separately pay for the employer's share of payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount. (*See* Agreement, § 3.2.4.1; *see also* Class Notice, § 3.4).

6. **Affirmative Obligations to be Undertaken by Class Members**

As stated above, Settlement Class Members do not need to do anything should they wish to receive their share of the Net Settlement Amount. (*See* Agreement, § 5.2; *see also* Class Notice, "Summary of Your Legal Rights and Options in this Settlement".) Thus, this substantially decreases the burden on Settlement Class Member to receive their settlement share. If Settlement Class Members do not wish to take part in this Settlement and be bound by the release, they must submit an exclusion request. (*See* Agreement, § 7.5; *see also* Class Notice, § 3.6.)

E. **Procedures for Participating, Opting-Out and Objecting**

Settlement Class Members will be provided 60 calendar days to opt out or object to the Settlement. (*See* Agreement, § 7.5.1; *see also* Class Notice, § 3.6.) Settlement Class Members who do not opt-out of the Settlement will be automatically issued their share of the settlement proceeds. (*See* Class Notice, "Summary of Your Legal Rights and Options in this Settlement".) Given that this is a non-reversionary settlement, the Parties believe that 60 calendar days is sufficient time for Settlement Class Members to object or opt-out of the Settlement. Further, Settlement Class Members will be notified of the Final Approval Hearing and will have an opportunity to appear and object at the hearing even if they do not submit written objections. (*See* Agreement, § 7.7.1; *see also* Class Notice, § 8).

F. **Notice of Settlement to be Distributed to Class Settlement Members**

The Class Notice will be sent in English, as Defendant's workforce speaks English. (Bibiyan Decl., ¶ 10; *see also* Agreement, § 1.11). Within 14 calendar days of Preliminary Approval, Defendant will provide Apex with the names, last known addresses, and Social Security numbers of Settlement Class Members, along with the information needed to calculate the Class Members' Individual Class Payments and/or Individual PAGA Payments. (*See* Agreement, § 4.2). Within 3 business days of receiving the Class Data from Defendant, Apex will mail the Class Notice to all Settlement Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses. (*See* Agreement, § 7.4.1). If the mailing of class information for any Settlement Class Member is returned as undeliverable, the Administrator shall take appropriate steps to identify a current proper address for that Settlement Class Member, including conducting a "standard search," also known as a "skip trace" or "credit header" search. (*See* Agreement, § 7.4.3.) Each Class Notice will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Class definition; (iv) the total number of Workweeks each respective Settlement Class Member worked for Defendant during the Class Period; (v) each Settlement Class Member's estimated Individual Class Payment and the formula for calculating said payment; (vi) the dates which comprise the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion or object to the Settlement; (viii) the deadlines by which Settlement Class Members must postmark any requests for exclusions/opt-outs; and (ix) the claims to be released. (*See* Agreement, § 7.4.2; *see also* Class Notice, generally.) Based on the foregoing, the notice procedures fully comply with California Rules of Court, Rule 3.766 (d) & (e).

G. <u>**Proposed Deductions to the Settlement for the Plaintiffs, their Counsel and the Administrator**</u>

1. <u>**Attorneys' Fees and Costs**</u>

California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to Settlement Class Members by the Settlement. *Wershba*, 91 Cal.App.4th at 254; *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977) ("*Serrano III*"). Under California law, the award of attorneys' fees in common fund wage-and-hour class action settlements should start with the percentage method. See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created."). The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3% of the fund. *Laffitte*, 1 Cal. 5th at 506. And this was based on a lodestar amount that required a multiplier of 2.13. *Id*. at 487. As the Court held, only when the multiplier is "extraordinarily high or low [should] the trial court [] consider whether the percentage method should be adjusted so as to bring the imputed multiplier within a justifiable range." *Id*. at 505. Moreover, in the *Laffitte* intermediate court decision, the court observed that "33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits." *Laffitte v. Robert Half Int'l*, 231 Cal. App. 4th 860, 871 (2014).

Here, Plaintiffs' counsel at the time of the Final Approval Hearing will be seeking a fee award of no more than 35% of the Gross Settlement Fund (or 1.6667% more than 33 1/3 percent). (*See* Agreement, § 3.2.2; *see also* Class Notice, § 3.2.a.) The proposed percentage request is within the ballpark of reasonableness and is consistent with other class action settlements and fee awards. See Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that "[m]ost fee awards were between 25 percent and 35 percent, with almost no awards more than 35 percent"). In addition, Plaintiffs and their counsel have agreed to divide the proposed fee award ($519,750.00) as follows: 60% to the Bibiyan Law Group, P.C. and 40% to the Beligan Law Group, LLP. (Bibiyan Decl., ¶ 11; Beligan Decl., ¶ 4.) As such, the proposed fee award will be divided among two law firms who have worked on this Action on a contingency fee basis.

Further, the Parties agreed to reimbursement of Plaintiffs' litigation costs of up to $40,000.00. (*See* Agreement, § 3.2.2; *see also* Class Notice, § 3.2.a.) Plaintiffs' counsel have expended costs at their own risk including, but not limited to, filing the complaints in the Action, service of process, payment of mediation fees, and other litigation related costs. Plaintiffs' counsel will submit detailed cost sheets for their respective costs incurred prior to the Final Approval Hearing. The Court, at this time, need not rule on Plaintiffs' counsel's requests for fees and costs; a formal motion will be filed prior to the Final Approval Hearing. At this preliminary approval stage, the Court should preliminarily approve the attorney's fees and costs agreed upon by the Parties and provide notice of the proposed Settlement to Class Members.

2. Proposed Service Payments to Plaintiffs as Class Representatives

At the time of the Final Approval Hearing, Plaintiffs will request service payments of $7,500.00 each, for a total amount of $45,000.00. (*See* Agreement, § 3.2.1; *see also* Class Notice, § 3.2.b). Plaintiffs spoke with their counsel on various occasions to discuss the case, provided documents and information to their respective attorneys, reviewed the complaints and assisted in the preparation and scope of discovery. (Vieira Decl., ¶¶ 9-15; Saucier Decl., ¶¶ 3-7; Barbary Decl., ¶¶ 3-7; Emary Decl., ¶¶ 3-7; Serios Decl., ¶¶ 3-7; and Yang Decl., ¶¶ 3-7) Plaintiffs also participated in post-mediation negotiations and reviewed and signed the Agreement. (*Id.*) Moreover, as part of their duties as the representatives, Plaintiffs provided invaluable information, evidence, and documents that resulted in this Settlement. (*Id.*) Further, Plaintiffs executed a general release, including a Civil Code § 1542 waiver, which was not required of Settlement Class Members. (*See* Agreement, § 5.1).

Given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiffs may face prejudice in the future from other potential employers. Plaintiffs assumed these risks, while the whole class benefited from these risks. Settlement Class Members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and denial of future employment because they were named plaintiffs in a class action lawsuit.

Notably, courts have routinely granted approval of service payments for far greater amounts than the $7,500.00 sought by Plaintiffs in this case. See, e.g., *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of $50,000).) Here, Plaintiffs request modest enhancements of $7,500.00, which is "presumptively reasonable" and consistent with case law. As with attorneys' fees and costs, the Court need not rule on the requests for service payments now. At present, it is sufficient for the Court to determine that the service payments provided for in the Agreement do not render the overall Settlement inherently unfair and are not obstacles to preliminary approval.

3. Administrator Fees

The Parties agreed to use Apex to serve as the Administrator and to pay its costs from the Gross Settlement Amount. (*See* Agreement, § 7.1). Apex agreed to a capped fee of $7,990.00. (*See* Agreement, § 3.2.3); *see also* Declaration of Sean Hartranft ("Hartranft Decl.") ¶ 8.) Apex is a well-recognized class action settlement administrator. (*Id*. ¶ 3.) The Parties believe the administration fee is reasonable and should be preliminarily approved.

IV. LWDA HAS BEEN PROVIDED WITH NOTICE OF THIS MOTION

On April 27, 2026, Plaintiffs provided notice of this Preliminary Approval Motion to the LWDA. (Beligan Decl., ¶ 9.)

V. PROPOSED SCHEDULE

Description	Details	Agreement
Preliminary Approval Order	Date signed by the Court	
Class Data to Administrator	Within 14 calendar days after Preliminary Approval Order	§ 4.2
Class Notice Distribution	Within 3 business days after Class Data provided to Administrator	§ 7.4.1
Opt-Out/Objection Deadline	60 calendar days after Class Notice Distribution	§ 7.5.1
Final Approval Hearing	45-60 calendar days after Opt-Out/Objection Deadline	
Settlement Distribution	15 calendar days after Final Approval	§ 4.3
Compliance Hearing	Date to be set by Court	

VI. CONCLUSION

The proposed Settlement reached here is fair, adequate, and reasonable. It will result in monetary benefits to Settlement Class Members and it was achieved as the result of informed, extensive, and arms' length negotiations conducted by counsel who are experienced in wage-and-hour class action litigation. For the foregoing reasons, Plaintiffs respectfully request the Court to grant preliminary approval of the proposed Settlement, sign the proposed Preliminary Approval Order, approve and authorize mailing of the proposed Class Notice, and set a date for a Final Approval Hearing.

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Dated: April 27, 2026

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