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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

CEDRICK MILLER, on behalf of himself and all others similarly situated, Plaintiff, v. HOME OXYGEN COMPANY, LLC., a California Limited Liability Company; and DOES 1-50, inclusive. Defendant.	CASE NO.: CV-24-008466 *Assigned to the Hon. Sonny Sandhu* **PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** [*Declarations of Mehrdad Bokhour, Joshua Falakassa, Cedrick Miller, and [Proposed] Order filed concurrently herewith*] **<u>HEARING INFORMATION</u>** Date: June 5, 2026 Time: 8:30 a.m. Dept.: 24 Complaint Filed: October 21, 2024 FAC Filed: December 27, 2024

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on June 5, 2026, at 8:30 a.m. or as soon thereafter as the matter may be heard by Department 24 of the Stanislaus County Superior Court, located at 800 11th St., Modesto, CA 95354, before the Honorable Sonny Sandhu, Plaintiff Cedrick Miller, individually and on behalf of all others similarly situated, will and hereby moves the Court for entry of an Order preliminarily approving the Parties' Class Action and PAGA Settlement Agreement, including:

A. Certifying the Class for purposes of settlement only;

B. Preliminarily appointing Plaintiff as Class Representative for purposes of settlement only;

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

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

E. Directing distribution of the Notice Packet, including notice of the opportunity to exclude oneself from, or object to, the Settlement;

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

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

Dated: April 17, 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

Through this motion, Plaintiff Cedrick Miller ("Plaintiff"), individually and on behalf of all others similarly situated, seeks preliminary approval of the Class Action and PAGA Settlement Agreement. Subject to Court approval, Plaintiff and Defendant Home Oxygen Company, LLC ("Defendant") (collectively the "Parties") have agreed to settle their claims and the proposed Class Members' claims against Defendant for a Gross Settlement Amount of $135,000.

Plaintiff seeks to represent a Class of all persons who are or were previously employed by Defendant in California and classified as non-exempt employees at any time from October 21, 2020, through August 1, 2025, or such earlier date as the number of workweeks worked by the Class Members starting October 21, 2020 reaches 6,057 (the "Class" or "Class Members").

Likewise, the PAGA Employees include all persons who are, or were, employed by Defendant in California and were classified as non-exempt or hourly employees at any time from October 21, 2023, through August 1, 2025, or such earlier date as the number of workweeks worked by the Class Members starting October 21, 2020 reaches 6,057 ("PAGA Employees").[1]

Under the terms of the Settlement Agreement, Defendant will not oppose Class Counsel's application for a reasonable award of attorney's fees not to exceed one-third (1/3) of the Settlement Amount, Class Counsel's litigation costs not to exceed $15,000, Settlement Administration Costs not to exceed $5,000, PAGA penalties of $5,000 (of which $3,750 or 75% will be paid to the LWDA and the remaining $1,250 or 25% will be paid to the PAGA Employees), and a Service Payment not to exceed $10,000 to the named Plaintiff (S.A. ¶ 53(a)-(h)), as follows:

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[1] The Class Action and PAGA Settlement Agreement and Release of Claims is attached as **Exhibit "A"** to the Declaration of Mehrdad Bokhour ("Bokhour Decl.") submitted herewith and is hereinafter referred to as the "Settlement Agreement". "S.A." or the "Settlement". The proposed Notice Packet is attached to the Bokhour Decl. as **Exhibit "B."**

	Total Amount
Gross Settlement Amount	$135,000
Attorneys' Fees (not to exceed 1/3 of GSA)	$45,000
Litigation Costs (not to exceed)	$15,000.00
Administrator Costs (not to exceed)	$5,000.00
PAGA payment to LWDA (75% of $5k award)	$3,750.00
PAGA payment to PAGA Employees	$1,250.00
Plaintiff's Service Payment	$10,000.00
Net Settlement Amount	**$55,000.00**

As of the Parties' mediation, the Class includes approximately 96 non-exempt employees who all worked for Defendant in California during the Class Period. Plaintiff contends that, regardless of their roles, all non-exempt employees were subject to the same workplace policies and scheduling practices, and therefore, the Individual Settlement Payments will be paid on a pro-rata basis based on the number of Compensable Workweeks during the Class Period. Assuming a total class size of approximately 96 Settlement Class Members, the average payment to each Settlement Class Member will be approximately $572, with the highest payment estimated to be in the range of $2,000 to $2,500. Of course, those with more Compensable Workweeks stand to recover a proportionally greater amount. (Bokhour Decl. ¶ 10.)

The Settlement is non-reversionary, and Class Members will not be required to submit claim forms to receive payment, but each Class Member will be mailed the Notice Packet containing detailed information about his/her share, the opportunity to dispute the number of Compensable Workweeks worked by the Class Member, and the opportunity to opt out or object to the Settlement. All Class Members who do not affirmatively opt out will receive a settlement check upon the Court granting final approval of the Settlement. (Bokhour Decl. ¶ 11.) PAGA group settlement members will not be able to opt out and will receive settlement checks.

Because the Settlement is fair and reasonable and was negotiated at arm's length by experienced counsel and an experienced mediator following an appropriate and comprehensive exchange of information and documents in advance of mediation, it should be preliminarily approved. Plaintiff respectfully requests that the Court enter an order preliminarily approving the Settlement, conditionally certifying the Class under Code of Civil Procedure § 382 for settlement purposes, approving the proposed Notice Packet, appointing Plaintiff's counsel as Class Counsel, appointing ILYM Group, Inc. as the Settlement Administrator, and scheduling a hearing for the final approval of the Settlement. (Bokhour Decl. ¶ 12.)

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED CLASS

Defendant provides home medical equipment. Defendant offers oxygen, sleep, and aerosol therapy to patients in the State of California. (Bokhour Decl. ¶ 13.)

The putative Class consists of all persons who are or were previously employed by Defendant in California classified as of all persons who are or were previously employed by Defendant in California and classified as non-exempt employees at any time from October 21, 2020, through August 1, 2025, or such earlier date as the number of workweeks worked by the Class Members starting October 21, 2020 reaches 6,057. (S.A. ¶¶ 7, 8.)

B. PROCEDURAL HISTORY

On or about October 21, 2024, Plaintiff filed a class action complaint in this Court against Defendant, including allegations of: (a) failure to pay overtime wages, (b) meal period violations, (c) rest period violations, (d) failure to pay all sick time wages, (e) wage statement violations, (f) waiting time penalties, and (g) unfair competition, and (k) PAGA penalties. Before filing his lawsuit, Plaintiff submitted a notice letter to the LWDA on October 21, 2025. (Bokhour Decl. ¶ 14; S.A. ¶ 44.)

During Plaintiff's investigation and throughout the litigation, Defendant denied Plaintiff's allegations and vowed to vigorously defend against them. However, before engaging in protracted litigation, the Parties agreed to explore resolution through private mediation.

The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting interviews with putative class members, investigation of Defendant and their operations, and their pay policies/procedures, exchange of informal discovery, including Defendant's written policies and practices, and the production of a reasonable sampling of payroll and timekeeping records for Settlement Class Members and PAGA Employees. Class

Counsel are both knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class Members and PAGA Employees. Class Counsel has diligently investigated the Class Members' claims against Defendant. (Bokhour Decl. ¶ 15.)

Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members and PAGA Employees, in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

On May 29, 2025, the Parties participated in mediation before Doug Leach, Esq., a highly experienced class action mediator. The Parties reached a settlement after a full-day mediation, subsequent negotiations, and issuance of a mediator's proposal. (Bokhour Decl., ¶ 16, Exhibit "A".) (*Id.*)

The Parties now seek the Court's preliminary approval of the Settlement Agreement.

C. SUMMARY OF PLAINTIFF'S CLAIMS

Plaintiff alleges numerous wage and hour violations on behalf of the non-exempt employees who worked for Defendant during the Class Period (i.e., Class Members). (Bokhour Decl. ¶ 17.)

First, Plaintiff alleged that Defendant failed to pay all overtime and sick wages due to Defendant's failure to properly calculate the "regular rate of pay." (Bokhour Decl. ¶ 18.)

Further, Plaintiff alleged that Defendant's deficient meal and rest period policies and practices failed to allow and permit Class Members to take timely and compliant meal periods or pay premium pay in lieu thereof. (Bokhour Decl. ¶ 19.)

Likewise, Plaintiff contended that the Class Members were not provided with duty-free rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to Defendant's unlawful rest period policies and practices that required employees to remain on duty and/or on premises during rest periods. (*Id.*)

Finally, Plaintiff alleged that Defendant failed to pay all final wages at separation of employment and provide accurate itemized wage statements that comply with all requirements of Labor Code Section 226. Plaintiff also alleged various PAGA claims arising from the alleged Labor Code violations set forth above. (Bokhour Decl. ¶ 20.)

D. SUMMARY OF DEFENDANT'S DEFENSES

Defendant contested and denied each of Plaintiff's material allegations on the merits and as to the propriety of the class and PAGA representative action. (Bokhour Decl. ¶ 21.)

First, Defendant argued that they properly paid for all hours worked at the correct "regular rate of pay." (Bokhour Decl. ¶ 22.)

Further, Defendant argued that, at all relevant times, its written meal and rest period policies complied with California law. Defendant also contended that, in practice, Class Members regularly were permitted to be free of any duties during meal and rest periods. (Bokhour Decl. ¶ 23.)

Moreover, Defendant argued that claims for wage statement violations, waiting time penalties, and PAGA penalties were derivative of other claims that they argued lacked merit. Defendant further contended that Plaintiff's waiting time penalty and wage statement claims based on the underlying meal and rest period violations were unfounded and did not entitle Class Members to pursue the derivative penalties under Labor Code sections 203 and 226. (Bokhour Decl. ¶ 24.)

Finally, Defendant argued that a myriad of individualized inquiries would be required to establish liability, including amongst other things, which employees, if any, took meal periods of less than 30 minutes, why a particular employee took a meal period of less than 30 minutes on a particular shift, and whether a particular employee was allowed to leave the premises during rest periods. (Bokhour Decl. ¶ 25.)

III. SUMMARY OF THE PROPOSED SETTLEMENT

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

A. SETTLEMENT CONSIDERATION AND ALLOCATION

The $135,000 Settlement Amount is non-reversionary and will be paid out to Class

Members without the need to submit a claim form or take any affirmative action. It includes (1) Plaintiff's reasonable attorneys' fees and costs, as approved by the Court; (2) Service Payment not to exceed $10,000 to the named Plaintiff, as approved by the Court; (3) Settlement Administration Costs, not to exceed $5,000, as approved by the Court; (4) a $5,000 PAGA Payment, 75 percent of which is to be paid to the LWDA pursuant to California Labor Code § 2699(i); (5) the aggregate of all Individual Settlement Payments of the Settlement Class Members; and (6) Defendant' employer's share of payroll taxes on the portion of the Individual Settlement Amounts that are allocated as wages subject to withholdings. (S.A. ¶ 17, 19, and 53, *et seq*.)

After all Court-approved deductions from the Gross Settlement Amount, it is estimated that $55,000 will be available to pay the Individual Settlement Payments to approximately 180 Settlement Class Members. As noted above, the average Individual Settlement Payment to Settlement Class Members is approximately $572, which is a fair and reasonable recovery. (Bokhour Decl. ¶ 10.)

B. Notice Procedures

The proposed Notice Packet, as approved by the Court, will be provided to the Class Members in English, in substantially the form attached as Exhibit A to the Settlement Agreement. (S.A. ¶¶ 28, 66.)

Within fourteen (14) days after entry of the Court's Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Data, including the Settlement Class Members' full names, last known addresses, Social Security Numbers, and dates of employment during the Class Period and PAGA Period and or number of Work Weeks Worked or Pay Periods Worked as non exempt or hourly employees of Defendant in California during the Class Period and the PAGA Period for each Settlement Class Member. (S.A. ¶ 68.)

Within ten (10) calendar days following receipt of the Class Data, the Settlement Administrator shall send the Notice Packet to the Class Members via first-class mail. (S.A. ¶ 70.) Prior to mailing, the Settlement Administrator shall check the Class Members' addresses against those on file with the United States Postal Service National Change of Address list.

(S.A. ¶ 70.) In the event any Notice Packet is returned as undeliverable, the Settlement Administrator shall use standard methods, including a skip trace, to obtain forwarding addresses for Class Members. (S.A. ¶ 70.)

The Settlement Administrator will take steps to ensure the Notice Packet is received by all Class Members, including using the National Change of Address Database maintained by the United States Postal Service to review the accuracy of mailing addresses and, if possible, update them. (S.A. ¶ 70.) If the Settlement Administrator learns of a failed mailing and obtains a forwarding or updated address for that Class Member, the Notice Packet shall be re-mailed within ten (10) calendar days following both the Settlement Administrator's learning of the failed mailing and its receipt of the updated address. (S.A. ¶ 70.)

The re-mailed Notice Packet shall be identical to the original Notice Packet, except that it shall notify the Class Member that the exclusion request or objection must be returned by the later of the Notice Response Deadline or fifteen (15) days after re-mailing of the Notice. (S.A. ¶ 70.) It will be conclusively presumed that a Class Member receives the Notice Packet if an envelope is not returned within thirty (30) days of the mailing. (S.A. ¶ 71.)

C. EXCLUSION AND OBJECTION PROCEDURES

Class Members who do not timely opt out of the Settlement will be deemed to participate in the Settlement and shall become Participating Class Members without having to submit a claim form or take any other action. (S.A. ¶ 56.)

The Notice Packet shall inform the Class Members of their right to opt out of the Settlement. Any Class Member, other than Plaintiff, may request to be excluded from the Class by submitting a written Request for Exclusion to the Settlement Administrator, postmarked on or before the Notice Response Deadline. (S.A. ¶ 74(a).) Any Request for Exclusion must include the full name, address, telephone number, employee number or last four digits of the Social Security Number or date of birth, and the signature of the Class Member requesting exclusion. (S.A. ¶ 74(a).)

The Notice Packet shall inform the Class Members of their right to object to the Settlement. Provided they do not opt out, any Class Member, other than Plaintiff, may object to the terms of the Settlement with respect to the Class Claims by submitting a written objection to the Settlement Administrator, postmarked by the Notice Response Deadline. (S.A. ¶ 74(c).) Such objection shall include the full name, address, telephone number, dates of employment with Defendant of the Objecting Class Member, the case name and number, the basis for the objection, including any legal support, and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if counsel represents the Objecting Class Member, the name and address of his or her counsel. (S.A. ¶ 74(c).) The Settlement Administrator shall provide objections, if any, to Class Counsel and Defendant's Counsel within three (3) days of receipt. (S.A. ¶ 74(c).)

D. SETTLEMENT ALLOCATION FORMULA FOR SETTLEMENT SHARES

The Individual Settlement Payment for each Participating Class Member will be calculated by the Settlement Administrator using the Class Data provided by Defendant. (S.A. ¶ 53(d).) For Participating Class Members, the Settlement Administrator will calculate the total number of workweeks worked by all Class Members who do not opt out during the Class Period. (S.A. ¶ 53(d)(1).)

The Settlement Administrator shall determine the value of each Work Week Worked by dividing the Net Distribution Fund by the total number of Work Weeks Worked by Participating Class Members during the Class Period. (S.A. ¶ 53(d)(1).) To determine each Participating Class Member's settlement payment, the Settlement Administrator will multiply the Participating Class Member's total Work Weeks Worked by the Work Week Value. (S.A. ¶ 53(d)(1).)

The Notice Packet will inform Class Members of their estimated Individual Settlement Amount and the number of Workweeks Worked during the Class Period and Pay Periods Worked during the PAGA Period. Class Members may dispute their Workweeks Worked and or Pay Periods Worked if they believe they were employed more Workweeks in the Class Period or Pay Periods during the PAGA Period in California than Defendant's records show by timely submitting evidence to the Settlement Administrator.

E. TIMING OF SETTLEMENT DISBURSEMENTS

Due to Defendant's financial condition, Defendant shall fund the Gross Settlement

Amount in six (6) installments as follows: (a) the first payment of Thirty-Five Thousand Dollars ($35,000) shall be made within fifteen (15) days after Final Approval of the Settlement by the Court; (b) the first of four (4) payments of Twenty-Two Thousand Five Hundred Dollars ($22,500) each shall be made sixty (60) days after the first installment, with the remaining three (3) payments made every sixty (60) days thereafter; and (c) the sixth and final payment of Ten Thousand Dollars ($10,000) shall be made thirty (30) days after the fifth installment. (S.A. ¶ 76.)

Participating Class Members shall have one hundred eighty (180) calendar days after mailing by the Settlement Administrator to cash their settlement checks. (S.A. ¶ 79.) If any Participating Class Member's check is not cashed within that period, the check will be void and a stop payment will be issued, and all unclaimed funds after the 180-day deadline shall be sent to the cy pres recipient approved by the Court. (S.A. ¶ 79.) In the event any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt, perform a skip trace to attempt to locate the individual, and if a new address or forwarding address is obtained, the Settlement Administrator will have ten (10) business days to reissue the check. (S.A. ¶ 79.)

F. TAX TREATMENT

The Individual Settlement Amounts to Participating Class Members will be allocated for tax purposes as follows: fifteen percent (15%) will be allocated to allegedly unpaid wages subject to withholding of all applicable local, state, and federal taxes, and eighty-five percent (85%) will be allocated to interest and alleged civil penalties (pursuant to, e.g., Labor Code sections 203 and 226) from which no taxes will be withheld. (S.A. ¶ 53(e).)

The Settlement Administrator will issue each Participating Class Member an IRS Form W 2 and comparable state forms concerning the wage allocation and a Form 1099 concerning the civil penalties and interest allocations. (S.A. ¶ 53(e).)

G. PARTICIPATING CLASS MEMBERS' RELEASE OF CLAIMS

In exchange for these payments, the Settlement Agreement ¶¶ 3 and 56 provides that the Participating Class Members will release the Released Parties from all claims, demands, causes of action, damages, penalites, interest, attorneys' fees, consltant's fees, expert's fees, accountant's fees costs and any other form of relif that were asserted or that could have been asserted in the operative complaint, as follows:

> all claims that were asserted or could have been asserted based on the facts alleged in Plaintiff's Complaint, or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including, but not limited to, claims arising out of any alleged failure to pay all overtime wages, failure to provide meal periods and premium payments in lieu thereof at the appropriate legal rate, failure to provide rest periods and premium payments in lieu thereof at the appropriate legal rate, failure to provide paid sick leave and pay all paid sick leave at the correct rate, failure to provide accurate itemized wage statements (based on both direct and derivative theories of liability), failure to timely pay all wages due during employment and upon separation, violation of Business & Professions Code § 17200 *et seq*., and any and all related claims and penalties that arose during the Class Period.

(S.A. ¶¶ 3 and 56.)

H. PAGA Employees' Release of Claims

The Settlement Agreement at ¶ 25 also defines the "PAGA Released Claims" as follows:

> all claims for civil penalties pursuant to PAGA that were alleged or that could have been alleged based on the facts and underlying Labor Code violations alleged in Plaintiff's October 21, 2024 Labor and Workforce Development ("LWDA") notice letter, or that arise from, are attributable to, or are related to the facts asserted therein, including, but not limited to, for underlying claims based on alleged failure to pay all overtime wages and at the appropriate legal rate, failure to provide meal periods or premium payments in lieu thereof at the appropriate legal rate, failure to provide rest periods or premium payments in lieu thereof at the appropriate legal rate, failure to provide paid sick leave and pay all paid sick leave at the correct rate, failure to provide accurate itemized wage statements (based on both direct and derivative theories of liability), failure to timely pay all wages due during employment and at separation, and violation of Business & Professions Code §17200 *et seq*. and any and all related claims and penalties. Plaintiff and the State of California (acting through Plaintiff as its authorized PAGA representative) release the Released Parties from the PAGA claims.

In addition to the foregoing release, the named Plaintiff has also agreed to a General Release as set forth in the Settlement Agreement. (S.A. ¶¶ 62-63.)

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) provides that the Court may make an order approving certification of a provisional settlement class at the preliminary approval stage. It is well-established that trial courts should use a "lesser standard of scrutiny" for determining the propriety of certifying a settlement class, as opposed to a litigation class. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 at n.19.

The reasons include that no trial is anticipated in a settlement class, so the case management issues inherent in determining if the class should be certified need not be confronted; and the trial court's fairness review of the settlement protects the interests of the non-representative Class Members. *Id.*; *see also Officers for Justice v. Civil Service Com.* (9th Cir. 1982) 688 F.2d 615, 633 ("Th[e] relationship between the certification determination and the merits of the case is further attenuated within the context of the settlement evaluation process . . . [C]ertification issues raised by class action litigation that is resolved short of a decision on the merits must be viewed in a different light."); *Amchem Prods., Inc. v. Windsor* (1997) 521 U.S. 591, 620 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case if tried, would present intractable management problems . . . for the proposal is that there be no trial.").

As discussed below, for the purposes of this Settlement only, Plaintiff requests that this Court provisionally certify the Class, as defined above, under Code of Civil Procedure § 3150.

A. NUMEROSITY AND ASCERTAINABILITY

Numerosity is met if a proposed class is so large that joinder of all members would be impracticable. *See* Cal. Code Civ. Proc. § 3150. A proposed settlement class is ascertainable if the class members can be objectively identified and given notice of the litigation without unreasonable time or expense. *See Medrazo v. Honda of N. Hollywood* (2008) 166 Cal.App.4th 89, 101. Here, according to Defendant's records, there are approximately 96 Class Members. Plaintiff argues that this figure undoubtedly satisfies the numerosity requirement.

B. WELL-DEFINED COMMUNITY OF INTEREST

1. Commonality

To justify certification, the class proponent must show that questions of law or fact common to the class predominate over the questions affecting the individual members. *See*

Arenas v. El Torito Rests., Inc. (2010) 183 Cal.App.4th 723, 732 (citing *Washington Mut. Bank v. Superior Court* (2001) 24 Cal.4th 906, 913. Plaintiff contends that the Class was subject to common policies and practices relating to the provision of meal and rest periods, time keeping, calculation of the "regular rate of pay," and payment of wages, among other things. While the Parties dispute whether a class would be appropriate if the litigation were to continue, they agree to class certification for the purposes of this Settlement only.

2. Typicality

Typicality "focuses on whether there exists a relationship between the Plaintiff's claims and the claims alleged on behalf of the class." *See* Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* ("*Newberg*") § 3:13 (4th ed. 2002). Again, the Parties dispute whether Plaintiff's claims are typical of the Class for the purposes of any continued litigation of the Action, but agree for the purposes of this Settlement only, that Plaintiff assert claims regarding Defendant' wage payment policies/practices, the calculation of the "regular rate of pay," meal and rest break policies/practices, wage statements, and the provisions governing the timely and complete payment of wages, which are at the core of the Action.

3. Adequacy of Representation

The proposed class representative must establish that he/she will adequately represent the proposed Settlement Class. *See Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal.App.4th 540, 546. Specifically, Plaintiff's position is that he is adequate to represent the Class because he was employed by Defendant during the Class Period, was subject to the same wage and hour policies/practices as the rest of the Class, understands his duties as Class Representative, has been willing to undergo the risk of litigation, and has no conflicts of interest.

Adequacy may be established by the fact that counsels are experienced practitioners. *See Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.* (9th Cir. 2001) 244 F.3d 1152, 1162. Here, Plaintiff asserts that he is represented by Class Counsel with extensive experience in wage and hour class and PAGA actions like the instant matter. (Bokhour Decl. ¶¶ 2-5; Falakassa Decl. ¶¶ 2-11.)

4. <u>Superiority</u>

Plaintiff further contends that certification of the Class for settlement purposes is superior here because there will be a global resolution of all claims at once, which fosters judicial economy. Plaintiff contends that class certification for settlement purposes is also vastly superior to litigation of numerous individual claims because most of the claims are too small to litigate outside of the class context.

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

The law favors settlements. *Bush v. Superior Court* (1992) 10 Cal.App.4th 1374, 13150. This is particularly true in class actions, where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation. However, a class action may not be dismissed, compromised, or settled without the Court's approval. Cal. R. Ct. 3.769(a). The California Rules of Court set forth the procedures for court approval of a class action settlement: (1) the Court preliminarily approves the settlement; (2) class members receive notice as directed by the Court; and (3) the Court conducts a final approval hearing to inquire into the fairness of the proposed settlement. *See* Cal. R. Ct. 3.769(c), (e-g).

The decision to approve or reject a proposed settlement lies within the Court's sound discretion. *See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224. Nevertheless, in considering a potential settlement for approval, a court is not to turn the approval hearing "into a trial or rehearsal for trial on the merits [or] to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute." *Officers for Justice,* 688 F.2d at 625.

The Court's ultimate duty is to determine whether the settlement is fair, adequate, and reasonable. *See Dunk,* 48 Cal.App.4th at 1801 (setting forth the "fair, adequate, and reasonable" standard) (citing *Officers for Justice*, *supra*); *Cho v. Seagate Tech. Holdings, Inc.* (2009) 177 Cal.App.4th 734, 742-43 (a trial court must approve a class action settlement agreement, but only after determining that it is "'fair, adequate and reasonable,'" considering factors such as the "'risk, expense, [and] complexity'" of continued litigation) (citations omitted). The Court has broad discretion in making its fairness determination, and should consider factors including:

> [T]he strength of Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel . . . and the reaction of the Class Members to the proposed settlement.

Dunk, supra (setting forth a non-exhaustive list of factors for the court's consideration at final approval).

The above factors are not exclusive, "and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." *Wershba*, 91 Cal.App.4th at 245. However, in doing so, the Court must give "[due] regard to what is otherwise a private consensual agreement between the parties." *Id.* The inquiry must be limited "to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties." *Id.* (citation and internal quotation marks omitted).

At the preliminary approval stage, the Court need only determine that the settlement falls within the "range of possible judicial approval" so that notice to the class and scheduling of the fairness hearing are warranted. *See Newberg* § 11:25. Indeed, the Court should grant preliminary approval if there are no "grounds to doubt its fairness or other obvious deficiencies … and [the settlement] appears to fall within the range of possible approval." *Manual For Complex Litigation* (Third) § 30.41 (1995); *see Dunk*, 48 Cal.App.4th at 1802. A "presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, *supra* (citing *Newberg* § 11:41).

As shown below, the Settlement falls well within the range of approval because there are no grounds to doubt its fairness.

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

The Settlement was the product of extensive arm's-length negotiations between counsel and was facilitated by an experienced wage-and-hour class-action mediator. Though cordial and professional, the Settlement negotiations were adversarial and non-collusive. The Settlement reached is the product of substantial effort by the Parties and their counsel. Although Plaintiff and Class Counsel believed that there was a possibility of certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant prevailed on any of their defenses, the Class Members may not have received any substantial monetary recovery. (Bokhour Decl. ¶ 35.)

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

Plaintiff thoroughly investigated and evaluated this case's factual and legal strengths and weaknesses before reaching the Settlement. As described above, the Settlement was reached after extensive investigation and research, thorough calculations and risk evaluation, and a substantial exchange of information and documents relating to Plaintiff and the Class Members prior to mediation.

D. THE SETTLEMENT IS A REASONABLE COMPROMISE OF CLAIMS

To evaluate a settlement, the parties must provide the trial court with "basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. The *Kullar* requirement was further explained in *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, which held that an explicit statement of the maximum theoretical amount that the class could recover was not necessary:

> Greenwell misunderstands *Kullar*, apparently interpreting it to require the record in all cases to contain evidence in the form of an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims – a number which appears nowhere in the record of the case. But *Kullar* does not, as Greenwell claims, require any such explicit statement of value; it requires a record which allows "an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.

A settlement is not judged against what might have been recovered had a plaintiff prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. *Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 250 ("Compromise is inherent and necessary in the settlement process … even if the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated, this is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.")

Of relevance to the reasonableness of the proposed Settlement is the fact that significant legal and factual grounds for defending this action exist. Defendant disputed whether Plaintiff could obtain class certification, arguing, *inter alia,* that the legal claims and injuries were not common to the class. Defendant further argued that it complied with the applicable law, had compliant written policies, that all Class Members were provided the opportunity to take their meal and rest periods (*e.g.*, because many Class Members worked remotely during the class period), and that any purported deviations therefrom were individualized in nature, thereby limiting Plaintiff's ability to certify the Class. While Plaintiff asserts that this is a suitable case for certification, he recognizes that there is always a significant risk associated with class certification proceedings, which could limit the claims he can pursue on a class basis.

Considering the uncertainties of continued protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Class. While the total Settlement Amount is, of course, a compromise figure, the Parties effectively weighed and considered the potential risks and opportunities for both parties, resulting in a fair and equitable Settlement. (Bokhour Decl. ¶¶ 39-40.)

Based upon detailed data obtained through informal discovery and information exchanges, Plaintiff's counsel estimated the following big-picture data points through the date of mediation: (1) 96 Class Members who worked approximately 5,507 pay periods and 25,000 shifts. (Bokhour Decl. ¶ 26.)

1. Failure to Pay for all Overtime and Sick Wages

First, Plaintiff also alleged that Defendant failed to include certain non-discretionary bonuses and incentive compensation in calculating the "regular rate of pay" for purposes of overtime and sick pay. Defendant disputed this allegation, arguing that the compensation at issue was discretionary and properly excluded from the regular rate calculation. (Bokhour Decl. ¶ 27.)

Defendant further contended that any potential underpayments were made in good faith and were de minimis. Defendant's own analysis of payroll records suggested that any underpayment attributable to regular rate calculations was minimal. (Bokhour Decl. ¶ 28.)

Due to this and in light of Defendant's other defenses, Plaintiff completely discounted this claim, keeping in mind that the true significant value of these unpaid wages claims lies in the derivative claims for waiting time penalties under Labor Code § 203 and wage statement violations under Labor Code § 226, as discussed below. (Bokhour Decl. ¶ 29.)

2. Waiting Time Penalties

With respect to Plaintiff's waiting time penalty claim, there were approximately 59 Class Members who separated from their employment with Defendant during the relevant statutory period. As such, the maximum potential penalty under Labor Code §§ 201–203 is $290,563 (59 employees x 8 hours per day x average rate of $20.52 x 30 days). (Bokhour Decl. ¶ 30.)

However, Defendant argued that it would defeat the waiting time penalty claim as to Plaintiff's unpaid wage claim because Defendant would prevail on the merits of these claims and because any failure to pay wages was not willful and occurred prior to the waiting time penalty liability period. Further, Defendant contended that it complied with the law because it had an alleged facially neutral pay policy/practice. (Bokhour Decl. ¶ 31.)

Therefore, Plaintiff applied a 50% discount to account for the risk of defeat at the class certification stage and an additional discount to account 60% for the risk of defeat at the summary judgment stage or on the merits, resulting in the risk-adjusted value of $58,112 for Plaintiff's waiting time penalty claim. (Bokhour Decl. ¶ 32.)

3. Failure to Provide Meal and Rest Periods

With respect to Plaintiff's meal and rest period violation claims, the Class Members worked 25,000 shifts during the Class Period. Based on an alleged 60% violation rate for the meal period claims and an alleged 33% violation rate for the rest period claims, as extrapolated from the pre-mediation sampling of Defendant's timekeeping and payroll records, the maximum potential damages totaled $307,800 for the meal period claim and $169,290 for the rest period claim, respectively. (Bokhour Decl. ¶ 33.)

However, Defendant vehemently opposed these claims based on the argument that Plaintiff's meal and rest period were exempted by the applicable wage orders and that, nevertheless, the claims fall directly into the category of "individualized issues," that its written policies and practices were compliant with California law, and the employees had ample latitude regarding whether, when, and how they took their meal and rest breaks.

Therefore, Defendant asserted that a fact-finder would have to determine for each Class Member whether a break was missed and why, and why a break was non-compliant/non-existent, because if it was by the employee's choice, no liability attaches to Defendant. Based on these arguments, Plaintiff believes there is a risk that the Court would deny class certification on these meal period and rest break claims. (Bokhour Decl. ¶ 34.)

Defendant further argued that, even if certification were granted, they would defeat these claims on the merits because Plaintiff's claims were pre-empted, Defendant utilized compliant policies and practices, and would present sufficient evidence that employees were properly provided with all breaks or paid compensation in lieu thereof. Moreover, Defendant argued that Plaintiff would be unable to present sufficient evidence establishing the number of meal and rest period violations to allow a factfinder to determine damages appropriately. (Bokhour Decl. ¶ 35.)

In light of these defenses and arguments, Plaintiff discounted Defendant's maximum exposure by 50% for the risk of non-certification, and an additional 40% to account for Defendant's defenses on the merits, to arrive at the risk-adjusted value of the meal period claims to be $92,340 and the rest period claims to be $50,787. (Bokhour Decl. ¶ 36.)

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

Finally, Plaintiff estimates that the maximum potential penalties for the derivative wage statement claim are $57,700 (based on approximately 1,154 allegedly violative wage statements issued during the Class Period). In calculating Defendant's exposure, Plaintiff gave Defendant the benefit of assuming Plaintiff could only obtain the "initial" wage statement penalty of $50 per violation. (Bokhour Decl. ¶ 37.), Lab. Code § 226(e) (providing for a $50 penalty for "initial" violations); *Amaral v. Cintas Corp*. No. 2, 163 Cal.App.4th 1157, 1207 (2008) (finding that "initial" violation rate applies until the employer has been notified that it is violating a Labor Code provision.)

In response to Plaintiff's wage statement violation claim, Defendant contended that their wage statements fully complied with the law, that any alleged violations were not "knowing and intentional," and that Plaintiff could not establish that they or anyone else suffered "injury" because of any alleged wage statement violations. Further, Defendant relied on their defenses to Plaintiff's underlying claims on the merits and to class certification. (Bokhour Decl. ¶ 38.)

As such, Plaintiff discounted the calculated maximum exposure by 30% for risk of non-certification, and by an additional 20% for risk of being unsuccessful on the merits, to arrive at an estimated total of $32,312. (Bokhour Decl. ¶ 39.)

5. <u>PAGA Penalties</u>

Plaintiff also sought PAGA penalties for each violation for which they are available and alleged that these penalties can be "stacked." *See Gonzalez v. Corecivic of Tennessee, LLC*, No. 1:16-cv-01891-DAD-JLT, 2018 WL 4388425 (E.D. Cal. Sept. 12, 2018) ("'stacking' PAGA penalties is not inappropriate under California law"). Assuming that a PAGA penalty is available in the default amount of $100 per pay period and is not reduced, the maximum potential PAGA penalty would be $115,400 for the pay periods in the PAGA period. *See* Cal.

Lab. Code. § 2699(f)(2). (Bokhour Decl. ¶ 40.)

However, this maximum figure fails to account for numerous unresolved issues regarding PAGA claims. First, it is unclear whether stacking is permissible and/or whether the court would award penalties in such a way (especially for purely derivative penalties). (Bokhour Decl. ¶ 41.)

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

Therefore, Plaintiff discounted the maximum figure to account for the risk of losing on the merits and applied an additional discount to account for the possibility of this Court reducing penalties to arrive at an estimated exposure of $10,000. (Bokhour Decl. ¶ 42.)

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

- Failure to Pay All Wages: $0 (*discounted)*
- Labor Code §§ 201 – 203 Claims: $58,112
- Meal Period Claims: $92,340
- Rest Break Claims: $50,787
- Wage Statement Claims: $32,312
- PAGA Penalties $10,000
- **<u>Total Risk-Adjusted Penalties and Damages</u>**: **$243,551**

Given the realistic value of Plaintiff's claims, the $135,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 55% of Plaintiff's risk-adjusted value of the case. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class. (Bokhour Decl. ¶ 43.)

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

E. PLAINTIFF'S COUNSEL IS EXPERIENCED IN SIMILAR WAGE-AND-HOUR LITIGATION

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

Plaintiff's counsel is also highly experienced in class and PAGA litigation, having litigated upwards of 100 class actions and PAGA cases, having been named "Super Lawyers" in employment litigation (a distinction awarded to only 2.5% of litigators), and having achieved large class action settlements in California. (Bokhour Decl. ¶¶ 2-5; Falakassa Decl. ¶¶2-10) Plaintiff's counsel, operating at arm's length, weighed the strengths and risks of this case and is of the view that this is a fair and reasonable Settlement in light of the nature of the claims, realistic risk-adjusted value of damages, complexities of the case, the state of the law, and uncertainties of class certification and litigation.

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

The proposed Notice Packet should be approved, as it fully informs the Class Members of the nature of the lawsuit and of each Class Member's rights under the Settlement Agreement and applicable law. The manner in which the Notice Packet shall be disseminated, as outlined above, shall ensure that all or nearly all of the Class Members shall be properly notified of the proposed Settlement.

The proposed Notice Packet and the proposed plan for the Settlement Administrator to mail the Notice Packet to the last known address of all Class Members comply with all requirements of California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Notice Packet include (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs and the Settlement Administration Costs; (3) details about the final fairness hearing and how Class Members may elect to exclude themselves or make an objection; and (4) how Class Members can obtain additional information. (Bokhour Decl. ¶ 49, Exhibit B). In addition, it will inform Class Members of their estimated settlement share.

The Court has wide discretion in approving the means of providing notice, so long as the class representative "provide(s) meaningful notice in a form that should have a reasonable chance of reaching a substantial percentage of Class Members." *Archibald v. Cinerama Hotels*, (1976) 15 Cal.3d 853, 861. Here, the Parties' notice plan is that notice of the Settlement will be disseminated directly to the Class Members by first-class mail by the Settlement Administrator, since Defendant has the last known addresses of all Class Members, and the Settlement Administrator will perform a skip trace and update those addresses for any Notice Packets that are returned and re-send the Notice Packet.

The Notice Packet satisfies the requirements of Rule of Court 3.766 and affords Class Members all due process protections required by the United States Constitution. Moreover, the contents of the Notice Packet comply with Cal. R. Ct. 3.766(d), because the Notice Packet includes, without limitation (1) a detailed explanation of the case, including the basic contentions or denials of the Parties; (2) a statement that the court will exclude the Class Member if the Class Member so requests by a specified date; (3) a procedure for the Class Members to follow in requesting exclusion from the Class; (4) a statement that the judgment, whether favorable or not, will bind all Class Members who do not request exclusion; and (5) a statement that any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through counsel.

The 60-day deadline for Class Members to exclude themselves is reasonable, as it provides Class Members with sufficient time to do so and, if they choose, to seek independent legal advice in the interim. If a Class Member does not opt out, then he or she will automatically be sent a settlement check.

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

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

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

Under the terms of the Settlement Agreement, Class Counsel is requesting an amount not to exceed one-third of the Settlement Amount in attorneys' fees. (S*ee, 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); *see also Stuart v. RadioShack Corp*. (N.D. Cal. Aug. 9, 2010) No. C-07-4499 EMC, 2010 WL 3155645 (approving fee award of 1/3 of the total maximum settlement amount of $4.5 million) (the court noted that the fee award of 1/3 of the total settlement was "well within the range of percentages which courts have upheld as reasonable in other class action lawsuits"); *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."); *Martin v. FedEx Ground Package System, Inc*. (N.D. Cal. Dec. 31, 2008) No. C 06-6883 VRW, 2008 WL 5478576, at *8 (approving fees of 1/3 of common fund). (Bokhour

Decl. ¶¶ 44-45.)

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

I. <u>THE CLASS REPRESENTATIVE SERVICE PAYMENT IS FAIR AND APPROPRIATE</u>

The Settlement Agreement provides for a Service Payment to the named Plaintiff in the amount not to exceed $10,000. The proposed Service Payment is reasonable given the time and effort the named Plaintiff devoted to this case. Plaintiff's efforts included: providing factual background for the class and PAGA complaint; providing documents and information about Defendant' compensation plan; participating in phone calls to discuss litigation and settlement strategy; making himself available throughout the litigation to assist with analyzing the claims and defenses; helping Class Counsel prepare for the mediation and being available during mediation; and reviewing the Settlement documents. Plaintiff also assumed significant risk in bringing this litigation—namely, had he lost, he could have been ordered to pay Defendant's costs. (*See* Declaration of Plaintiff in Support of Preliminary Approval of Class Action Settlement filed herewith.)

The requested Service Payment falls within the range of incentive payments typically awarded to Class Representatives in similar class actions. *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 Payment to each of the two class representatives in a trucker meal break class action; *Ross v. US Bank National Association* (N.D. Cal. 2010) No. C 07-02951 SI, 2010 WL 3833922, at *2 (approving $20,000 enhancement award to Class Representative in California wage-and-hour class action settlement); *Vasquez v. Coast Valley Roofing, Inc*. (E.D. Cal. 2010) 266 F.R.D. 4150, 493 (approving Service Payments in the amount of $15,000 each from a $300,000 settlement fund in a wage/hour class action).

V. THE COURT SHOULD APPOINT ILYM AS THE SETTLEMENT ADMINISTRATOR

Subject to the Court's approval, the parties stipulated that ILYM Group, Inc. serve as the Settlement Administrator. ILYM is experienced in administering class action settlements and will not exceed $5,000 to administer this class action Settlement. (Bokhour Decl. ¶ 46.)

VI. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

The last step in the approval process is the formal hearing, whereby proponents of the Settlement may explain and describe its terms and conditions and offer arguments in support of approval, and Class Members or their counsel may be heard in support of or in opposition to the Settlement.

VII. CONCLUSION

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

Dated: April 17, 2026

BOKHOUR LAW GROUP, P.C.
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BY: ______________________________
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