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

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

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SOLANO

DESMON TORRANCE, on behalf of himself and all others similarly situated,

Plaintiff,

v.

CALBEE AMERICA INCORPORATED, a California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CU24-07871

Assigned to the Hon. Stephen Gizzi

PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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

<u>HEARING INFORMATION</u>

Date: November 17, 2026
Time: 9:00 a.m.
Dept.: 3

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 17, 2026, at 9:00 a.m., or as soon thereafter as the matter may be heard, in Department 3 of the Solano County Superior Court, located at 580 Texas Street Fairfield, California 94533, before the Honorable Stephen Gizzi, Plaintiff Desmon Torrance, individually and on behalf of all others similarly situated, will and hereby does move the Court for an order:

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

2. Preliminarily appointing Plaintiff Desmon Torrance as the Class Representative for settlement purposes only;

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

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

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

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

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

Dated: July 1, 2026,

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

BY: ______________________

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

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES

RULES

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Desmon Torrance ("Plaintiff"), individually and on behalf of all others similarly situated, moves for preliminary approval of a proposed class action and PAGA settlement with Defendant Calbee America Incorporated ("Defendant"). The proposed Settlement provides for a non-reversionary Gross Settlement Amount of $850,000 to resolve the claims asserted.

The proposed Settlement Class consists of all non-exempt hourly employees who worked for Defendant in California during the period from October 9, 2020 through the date of preliminary approval. The Settlement also resolves claims under the Private Attorneys General Act ("PAGA") on behalf of non-exempt employees who worked during the PAGA period beginning October 9, 2023.

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

After deductions for attorneys' fees, litigation costs, administration expenses, PAGA penalties, and a service award, the Net Settlement Amount is estimated to be approximately $498,666.67 and will be distributed to approximately 357 Class Members on a pro rata basis based on workweeks worked. The average individual payment is estimated at $1,350 to $1,500, with higher payments for employees who worked more workweeks.

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

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

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

II. BACKGROUND

A. THE PARTIES AND THE PROPOSED CLASS

Defendant is a leading snack company offering a variety of delicious and wholesome snacks, including shrimp crackers, vegetable fries, bean-based snack foods, fried potato chips, flour-based snacks, and cereals. (Bokhour Decl. ¶ 13.)

Plaintiff was employed by Defendant as a non-exempt employee beginning in September 2022 until his separation from employment on May 1, 2024. Plaintiff alleges that Defendant failed to comply with various provisions of the California Labor Code, including requirements relating to calculation of the "regular rate of pay," provision of meal and rest periods, and derivative claims for wage statement violations and waiting time penalties. Based on these claims, Plaintiff also brought claims for Unfair Competition and civil penalties under the PAGA. (Bokhour Decl. ¶ 14.)

The proposed Settlement Class consists of all non-exempt hourly employees who worked for Defendant in California during the period from October 9, 2020 through the date of preliminary approval. (Settlement Agreement ¶¶ 1.8, 1.11.)

B. PROCEDURAL HISTORY

On October 9, 2024, Plaintiff filed a Class Action in Solano County Superior Court, asserting class claims based on Defendant's alleged: (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to pay sick time; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; and (8) violation of California's Unfair Competition Law ("UCL"). Shortly thereafter, Plaintiff filed an amended complaint to include the correct Defendant. (Bokhour Decl. ¶ 15; Settlement Agreement, Recitals.) Defendant denies all material allegations and contends that it complied with applicable law.

Prior to engaging in extensive litigation, the Parties exchanged information and investigated the claims and defenses, including review of the Employee Handbook and all relevant wage and hour policies and payroll data.

The Parties thereafter participated in a full-day mediation on March 2, 2026 before Todd Smith, Esq. (Bokhour Decl. ¶ 17; Settlement Agreement, Ex. A.)

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

C. Summary of Claims and Defenses

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

Defendant denies all allegations and contends that it complied with applicable law. Defendant asserts, among other defenses, that many employees were properly classified under applicable wage orders, that its compensation and break policies were lawful and properly implemented, and that any alleged violations would require individualized inquiries not suitable for class or representative treatment.

III. SUMMARY OF THE PROPOSED SETTLEMENT

The proposed Settlement provides for a non-reversionary Gross Settlement Amount of $850,000, which will be distributed to Settlement Class Members without requiring a claim form. After deductions for attorneys' fees, litigation costs, administrative expenses, PAGA penalties, and a service award, the Net Settlement Amount is estimated at $498,666.67 and will be distributed on a pro rata basis based on workweeks.

Based on Defendant's records, approximately 357 Class Members worked a total of approximately 50,302 workweeks during the Class Period. Individual payments are estimated to average between approximately $1,350 and $1,500, with higher payments for employees who worked longer periods. (Bokhour Decl. ¶ 7.)

Notice will be mailed to Class Members informing them of their estimated payments, their right to challenge workweek calculations, and their right to opt out or object. Class Members who do not opt out will automatically receive payment upon final approval. PAGA payments will be distributed to eligible employees regardless of participation in the class settlement. Settlement payments will be calculated by the Settlement Administrator based on Defendant's records, subject to any timely challenges by Class Members. The Settlement is non-reversionary, and any uncashed funds will be distributed in accordance with Code of Civil Procedure section 384.

The Settlement also provides that Defendant will fund the Gross Settlement Amount in installments and will separately pay the employer share of payroll taxes. Payments will be issued by the Settlement Administrator following settlement funding.

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

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

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

Here, the requirements for provisional certification of the Settlement Class are readily satisfied.

First, the proposed Settlement Class is sufficiently numerous. It consists of approximately 357 current and former non-exempt hourly employees who worked for

Defendant in California during the Class Period. Joinder of each individual class member would be impracticable, and the members of the Settlement Class are readily ascertainable through Defendant's payroll, timekeeping, and employment records.

Second, the requirements of commonality and typicality are satisfied because Plaintiff's claims arise from Defendant's uniform wage and hour policies, practices, and procedures that allegedly affected all Settlement Class members in a substantially similar manner. Specifically, Plaintiff alleges that Defendant maintained common policies and practices concerning the payment of wages, the calculation of the regular rate of pay, meal and rest period compliance, and the issuance of wage statements. Resolution of these issues presents common questions of law and fact that predominate over any individualized issues for purposes of settlement, and Plaintiff's claims are reasonably coextensive with, and arise from the same alleged course of conduct as, those of the Settlement Class.

Third, the adequacy requirement is likewise met. Plaintiff has consistently sought to advance the interests of the Settlement Class throughout this litigation and has no interests antagonistic to those of the absent class members. Moreover, Plaintiff is represented by experienced counsel with substantial expertise in prosecuting complex wage-and-hour class actions, who have vigorously investigated, litigated, and negotiated this matter at arm's length. The Settlement reflects the product of informed and non-collusive negotiations and fairly balances the risks and uncertainties of continued litigation against the meaningful recovery secured for the Settlement Class.

Finally, a class action is superior for purposes of settlement because it promotes judicial economy, avoids the inefficiency and expense of hundreds of individual actions, and ensures that class members receive meaningful compensation for claims that, standing alone, would often be too modest to justify separate litigation. Settlement on a classwide basis therefore provides the most efficient, fair, and practical means of resolving the claims asserted in this Action.

Accordingly, because the requirements for certification are satisfied for settlement purposes, Plaintiff respectfully requests that the Court grant provisional certification of the

Settlement Class.

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

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

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

Defendant disputed these allegations and asserted that it properly paid all wages and many of the incentive payments at issue were discretionary and therefore properly excluded from "regular rate of pay" calculations. Defendant further contended that any potential underpayments, to the extent they occurred at all, were *de minimis* and not widespread across the Class. (Bokhour Decl. ¶ 21.)

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

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

2. **Waiting Time Penalties**

Plaintiff alleged that Defendant failed to timely pay all wages due upon separation of employment, entitling former employees to waiting time penalties under Labor Code sections 201 through 203. Based on Defendant's records, approximately 145 Settlement Class Members were separated from employment during the applicable statutory period. Assuming the statutory maximum penalty of thirty (30) days, an 8-hour workday, and an average hourly rate of $21.34, Plaintiff estimated a maximum theoretical exposure of approximately 742,632 for waiting time penalties. (145 employees × 8 hours per day × $21.34 per hour × 30 days.) (Bokhour Decl. ¶ 24.)

Defendant disputed this claim and asserted that any alleged failure to timely pay wages at separation was not willful and therefore did not give rise to waiting time penalties. Defendant further contended that it maintained compliant payroll practices and that any waiting time penalties claim was derivative of underlying wage claims. Defendant also asserted that the claims lacked merit or were unsuitable for class treatment. (Bokhour Decl. ¶ 25.)

To account for these risks, including the risk that the Court could accept Defendant's position regarding whether a separation from employment occurred, as well as the risk of denial of class certification and the risk of an adverse ruling at summary judgment or trial, Plaintiff applied a combined 50 percent discount to the maximum theoretical exposure. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $371,316 for the waiting time penalties claim. (Bokhour Decl. ¶ 26.)

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

With respect to Plaintiff's meal and rest period claims, Settlement Class Members collectively worked approximately 218,136 shifts during the Class Period. Based on an analysis of a representative sample of Defendant's timekeeping and payroll records produced prior to mediation, Plaintiff applied an estimated 12.5 percent violation rate for meal periods and a 25 percent violation rate for rest periods. Using an applicable premium rate of $21.34 per missed break, Plaintiff estimated a maximum theoretical exposure of approximately $581,877 for the meal period claim (218,136 shifts × 12.5 percent × $21.34) and approximately $1,163,755 for the rest period claim (218,136 shifts × 25 percent × $21.34). (Bokhour Decl. ¶ 27.)

Defendant disputed liability on both claims and asserted that meal and rest period compliance presented highly individualized issues that were inappropriate for class treatment. Defendant maintained that its written policies were facially compliant with California law and required employees to take legally compliant meal and rest periods. Defendant also asserted that employees acknowledged these policies and were required to report any missed breaks..

Defendant further argued that these issues created a substantial risk that the Court would deny class certification because liability would depend on individualized inquiries into whether breaks were offered, taken, waived, or voluntarily missed during particular shifts. Defendant also asserted that Plaintiff would be unable to present reliable representative evidence sufficient to establish liability or damages on a classwide basis. (Bokhour Decl. ¶ 28.)

In light of these risks, including the risk that the Court could find Defendant's written policies compliant or determine that individualized issues predominated, Plaintiff applied a 60 percent discount to the maximum theoretical exposure for these claims. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $232,750 for the meal period claims and approximately $465,502 for the rest period claims. (Bokhour Decl. ¶ 29.)

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

Plaintiff further alleged that Defendant issued non-compliant itemized wage statements in violation of Labor Code section 226, based on the same alleged conduct underlying Plaintiff's claims for unpaid wages, meal and rest period premiums, and failure to include all required forms of compensation in the regular rate of pay. Based on Defendant's records, Plaintiff estimates that approximately 11,370 allegedly non-compliant wage statements were issued during the Class Period. (Bokhour Decl. ¶ 30.)

In calculating Defendant's maximum potential exposure, Plaintiff conservatively assumed that only the initial statutory penalty of fifty ($50) dollars per violation would apply, consistent with Labor Code section 226(e) and authority holding that higher penalties apply only after notice of a violation. (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207.) Using this conservative assumption, Plaintiff estimated a maximum theoretical exposure of approximately $568,500 (11,370 wage statements multiplied by $50). (Bokhour Decl. ¶ 31.)

Defendant disputed this claim, asserting that its wage statements fully complied with Labor Code section 226. Defendant further argued that, even if any technical deficiencies existed, they were not knowing and intentional and did not result in the injury required to recover penalties. Defendant also relied on its defenses to the underlying wage-and-hour claims and to class certification. (Bokhour Decl. ¶ 31.)

In light of these risks, including the risk of denial of class certification and the risk of an adverse ruling on the merits, Plaintiff applied a 75% discount to the maximum theoretical exposure. Applying this discount, Plaintiff estimates a risk-adjusted value of approximately $142,125 for the wage statement penalty claim. (Bokhour Decl. ¶ 33.)

5. PAGA Penalties

Plaintiff also sought civil penalties under the Private Attorneys General Act of 2004 ("PAGA") for alleged Labor Code violations for which PAGA penalties are available, and asserted that such penalties could be assessed on a cumulative basis. Assuming application of the default penalty of $100 per pay period under Labor Code section 2699(f)(2), and assuming no reduction or exercise of judicial discretion, Plaintiff estimated a maximum theoretical exposure of approximately $1,137,000, based on approximately 11,992 pay periods. (Bokhour Decl. ¶ 34.)

This theoretical maximum, however, does not account for significant legal and practical uncertainties. As discussed above, Defendant disputed the existence of the underlying Labor Code violations and asserted that its written policies were facially compliant with California law, that employees were afforded compliant meal and rest periods, and that employees were required to report any missed breaks.

Defendant further disputed that waiting time penalties were triggered because many workers remained on Defendant's roster and continued receiving work assignments rather than experiencing a separation from employment. Courts are also divided as to whether PAGA penalties may be stacked across multiple violations within a single pay period, particularly where the violations are derivative of one another. In addition, Labor Code section 2699(e)(2) grants courts broad discretion to reduce civil penalties where necessary to avoid awards that are unjust, arbitrary, oppressive, or confiscatory. Courts routinely exercise this discretion, particularly where an employer did not act willfully or where the legal obligations were unsettled. See *Cotter v. Lyft, Inc.* (2016) 193 F. Supp. 3d 1030, 1037. (Bokhour Decl. ¶ 35.)

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

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

- Regular Rate of Pay Claim: $0 (*discounted*)
- Labor Code §§ 201 – 203 Claims: $371,316
- Meal Period Claims: $232,750
- Rest Break Claims: $465,502
- Wage Statement Claims: $142,125
- PAGA Penalties $20,000
- **Total Risk-Adjusted Penalties and Damages**: **$1,231,693**

Given the realistic value of Plaintiff's claims, the $850,000 Settlement Amount is an excellent result for the Class, considering that the Settlement Amount totals approximately 69% 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. ¶ 37.)

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

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

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

Class Counsel are highly experienced in wage-and-hour class actions and PAGA representative actions. Collectively, Class Counsel have litigated over one hundred wage and hour class and PAGA cases, have been repeatedly recognized as Super Lawyers in employment litigation, an honor awarded to only a small percentage of attorneys statewide, and have achieved substantial class action settlements on behalf of California employees. (Bokhour Decl. ¶¶ 2–5; Falakassa Decl. ¶¶ 2–10.)

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

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

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

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

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

The 45-day response period provides Class Members with a reasonable opportunity to evaluate the Settlement, seek advice if desired, and elect whether to participate, object, or request exclusion. Settlement Class Members who do not request exclusion will be bound by the Settlement and will automatically receive settlement payments upon Final Approval

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

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

The Settlement is non-reversionary, meaning that no portion of the Settlement Amount will revert to Defendant. Any Individual Class Payment or Individual PAGA Payment checks not cashed within 180 days will be voided and the funds represented by those checks will be distributed to the cy pres beneficiary approved by the Court pursuant to Code of Civil Procedure section 384.

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

Under the terms of the Settlement Agreement, Class Counsel requests an amount not exceeding one-third of the Settlement Amount in attorneys' fees. (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")

Once the Court grants preliminary approval of the Settlement Agreement and the Class

Notice is disseminated, Class Counsel will submit a request for attorneys' fees and costs with its final approval motion.

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

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

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

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

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

VI. <u>THE COURT SHOULD APPOINT ILYM AS THE SETTLEMENT ADMINISTRATOR</u>

Subject to Court approval, the Parties have stipulated that ILYM be appointed as the Settlement Administrator. ILYM is experienced in administering class action settlements and is well qualified to administer the notice and distribution process in this Action. Pursuant to the

Settlement Agreement, Settlement Administration Costs shall not exceed $8,000, subject to Court approval. (Bokhour Decl. ¶ 46.)

VII. TIMELINE AND SCHEDULING A FINAL APPROVAL HEARING

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

VIII. CONCLUSION

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

Dated: July 1, 2026

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

BY: ______________________________
MEHRDAD BOKHOUR
JOSHUA FALAKASSA
Attorneys for Plaintiff and the Putative Class