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on behalf of himself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

BRIAN AMAYA, an individual and on behalf of all others similarly situated, Plaintiff, v. PUROSIL LLC, a California Limited Liability Company; and DOES 1 through 100, inclusive, Defendant.	CASE NO.: CVRI2407159 *(Related With Case No. CVRI2503917)* [Assigned for all purposes to the Hon. Harold W. Hopp, Dept. 1] Reservation ID: 688224216007 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY; DECLARATIONS OF VEDANG J. PATEL, DAVID D. BIBIYAN, SEAN HARTRANFT AND PLAINTIFF BRIAN AMAYA IN SUPPORT THEREOF** <u>HEARING INFORMATION:</u> DATE: October 29, 2026 TIME: 8:30 A.M. DEPT: 1

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 29, 2026, at 8:30 a.m., or as soon thereafter as they may be heard in Department 1 of the Superior Court of the State of California for the County of Riverside, plaintiff Brian Amaya ("Plaintiff"), on behalf of himself and all others similarly situated and aggrieved, will and hereby does move for this Court for entry of an Order:

1. Preliminarily certifying the following Settlement Class Member ("Settlement Class Members" or "Class Members") for the purpose of settlement only: all persons currently or formerly employed by Defendant Purosil, LLC ("Defendant") as non-exempt, hourly-paid employees during the period from June 5, 2023, through March 9, 2026 ("Class Period") in the State of California.

2. Preliminarily approving Plaintiff as Class Representative.

3. Preliminarily approving David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel.

4. Preliminarily approving the settlement claims under the terms set forth in the Class and PAGA Settlement Agreement.

5. Preliminarily approving payment of the Gross Settlement Amount of $400,000.00, which is subject to escalation pursuant to the Settlement Agreement.

6. Approving the form and content of the Notice of proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice") submitted herewith.

7. Appointing Apex Class Action Administration ("Apex") to administer the Settlement, including distribution of the Class Notice, as set forth in the Settlement Agreement.

8. Preliminarily approving the payment of not to exceed $6,990.00 for settlement administration to Apex from the Gross Settlement Amount.

9. Preliminarily approving a service award of up to $7,500.00 to Plaintiff, in consideration for Plaintiff's extensive efforts in prosecuting this case.

10. Preliminarily approving payment of reasonable attorneys' fees to Class Counsel in the amount of not more than thirty-five percent (35%) of the Gross Settlement Amount which, unless escalated pursuant to the Settlement Agreement, amounts to $140,000.00.

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11. Preliminarily approving reimbursement of Class Counsel's costs in an amount, according to proof, not to exceed $35,000.00.

12. Preliminarily approving PAGA penalties in the amount of $40,000.00, sixty-five percent (65%), or $26,000.00, of which will be paid to the Labor and Workforce Development Agency ("LWDA") out of the Gross Settlement Amount, and thirty-five percent (35%), or $14,000.00, of which will be distributed to "Aggrieved Employees," defined as all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the period from December 18, 2023, through the end of Class Period ("PAGA Period") in the State of California.

13. Entering an Order preliminarily approving the Settlement consistent with the terms of the Settlement Agreement.

Good cause exists for granting this Motion in that the proposed settlement is fair, reasonable and adequate.

This Motion will be based on this Notice of Motion, the Memorandum of Points and Authorities filed herewith, the Declarations of Vedang J. Patel, David D. Bibiyan, Plaintiff Brian Amaya, and Sean Hartranft, and exhibits attached thereto, arguments of counsel and upon such other materials as contained in the file and pleadings of this action.

Dated: August 18, 2026

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel
VEDANG J. PATEL
TRIANA HENDERSON

Attorney for Plaintiff, BRIAN AMAYA, on behalf of himself and all others similarly situated and aggrieved

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Brian Amaya ("Plaintiff"), on behalf of himself and all others similarly situated and aggrieved, hereby applies for preliminary approval of the Class and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement") upon the terms and conditions set forth in the Settlement Agreement, attached to the Declaration of Vedang J. Patel as Exhibit "1."

On December 18, 2024, Plaintiff commenced this Action by filing a class action complaint against Defendant Purosil, LLC ("Defendant")in the Superior Court of California, County of Riverside, Case No. CVRI2407159, alleging wage and hour violations including, without limitation, failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; failure to pay interest on deposits; violation of Labor Code § 227.3; and unfair competition. (the "Class Action")

On December 18, 2024, Plaintiff filed with the Labor and Workforce Development Agency ("LWDA") and served on Defendant a notice under Labor Code section 2699.3, stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of other non-exempt employees for alleged Labor Code violations ("PAGA Notice"). A true and correct copy of the PAGA Notice is attached to the Declaration of Vedang J. Patel as Exhibit "2."

On July 9, 2025, Plaintiff filed a separate complaint against Defendant in the Riverside County Superior Court, Case No. CVRI2503917, seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. for the Labor Code violations alleged in the PAGA Notice (the "PAGA Action").

Thereafter, Plaintiff and Defendant (collectively, the "Parties") agreed to exchange informal discovery and attend mediation. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll records for putative Class Members who worked between June 5, 2023, and October 28, 2025; (2) a class list of hire dates, termination dates, and rates of pay for all putative

Class Members; (3) wage and hour policy documents; and (4) all documents pertaining to Plaintiff available to Defendant.

Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (*Dunk/Kullar*).

On December 9, 2025, the Parties participated in an all-day mediation presided over by Steven J. Rottman. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the actions. As part of the Settlement, the Parties agree to stipulate to filing an amended complaint in the Class Action to include all PAGA claims from the PAGA Action, thereby effectively consolidating the two actions. Once Plaintiff has filed an amended complaint in the Class Action, Plaintiff will dismiss the PAGA Action without prejudice. The First Amended Complaint will be the operative complaint in the Action ("Operative Complaint").

Class Counsel has conducted significant investigation of the law and facts relating to the claims asserted in the Action and the PAGA Notice, and have concluded that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Actions through trial and any appeals, the risks and costs of further litigation of the Actions, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Settlement Class Members.

II. <u>THE SETTLEMENT</u>

Subject to Court approval pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.679, *et seq*., the Parties have agreed to settle the Action by agreement upon the terms and conditions and for the consideration set forth in the Settlement Agreement, a copy of which is attached to the Declaration of Vedang J. Patel as Exhibit "1" thereto. A summary of the terms of the settlement is as follows:

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Defendant will stipulate, for purpose of this settlement only, as follows:

- Certification of a settlement class ("Settlement Class Members" or "Class Members") for the purpose of settlement only: all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the period from June 5, 2023, through March 9, 2026 ("Class Period") in the State of California.
- Defendant will pay $400,000.00 ("Gross Settlement Amount") to resolve the matter.
- Defendant represents that there are no more than 14,000 Workweeks worked during the Class Period. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of Workweeks worked by the Class Members during the Class Period increase beyond ten percent (10%), or 1,400 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 15,400 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount ($400,000.00) by 14,000, which amounts to a Workweek Value of $28.57. Thus, for example, should there be 16,400 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $28,570.00 ((16,400 Workweeks – 15,400 Workweeks) x $28.57 per Workweek). In the alternative, if Defendant does not wish to increase the Gross Settlement Amount, Defendant shall have the option of adjusting the end of the Class Period backwards so that the total Workweeks in the Class Period do not exceed 15,400. Defendant must exercise its election at least fifteen (15) days before the first set Motion for Preliminary Approval. Any said election may be reflected by declaration testimony, an addendum of the settlement, or by giving written notice to Class Counsel and the Settlement Administrator by the deadline specified herein. Under no other circumstances shall Defendant be required to pay more than the GSA except as provided for in this section.
- Defendant will pay the employer's share of taxes separate and apart from the Gross Settlement Amount.
- This is a non-reversionary settlement.

- Class Members will be paid their *pro rata* share of the class action settlement based on the total number of Workweeks[1] worked during the Class Period.
- The Settlement Administration costs, estimated not to exceed $6,990.00, will be paid out of the Gross Settlement Amount.
- Class Counsel, comprised of David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., may apply for, and Defendant will not oppose, attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $140,000.00, and actual costs, not to exceed $35,000.00, all of which will be paid out of the Gross Settlement Amount.
- Class Counsel hereby applies for, and Defendant will not oppose, a service award of up to $7,500.00 to Plaintiff, which will be paid out of the Gross Settlement Amount.
- "Aggrieved Employees" means all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the period from December 18, 2023, through the end of Class Period ("PAGA Period") in the State of California.
- Defendant has agreed to pay $40,000.00 as PAGA penalties, sixty-five percent (65%), or $26,000.00, of which will be paid to the LWDA out of the Gross Settlement Amount, and thirty-five percent (35%), or $14,000.00, of which will be distributed to the Aggrieved Employees.
- For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after 180 calendar days after the date of their issuance, the Administrator shall transmit the funds represented to the California Controller's Unclaimed Property Fund in the name of the Class Member.

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[1] "Workweek" means any week during which a Class Member worked for Defendant, for at least one (1) day during the Class Period and has recorded work time in Defendant's timekeeping system. The number of Workweeks for each Class Member will be calculated by determining the total number of hours that the Class Member worked during the Class Period and dividing by forty (40).

III. THE TWO-STEP APPROVAL PROCESS AND THE PRESUMPTION OF FAIRNESS

Any settlement of class litigation must be reviewed and approved by the Court. (*See* Cal. Rules of Court, rule 3.769). 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. (*See id.*). Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In short, there is a presumption that the negotiations were conducted in good faith. (Newberg on Class Actions, § 11.51; *In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation* (N.D. Cal. May 17, 2017) No. 16-cv-00295, 2017 WL 2214655, quoting *United States v. Oregon* (9th Cir. 1990) 913 F.2d 576, 580.)

IV. SETTLEMENT AGREEMENT AND ACCOMPANYING DOCUMENTS

A notice of settlement of a class action "must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (Cal. Rules of Court, rule 3.769, subd. (f).)

Attached to the Declaration of Vedang J. Patel as Exhibit "1" thereto is the Settlement Agreement between the Parties. Attached to the Settlement Agreement as internal Exhibit "A" is the proposed Class Notice to be distributed to Class Members in English and Spanish. The proposed Class Notice satisfies these requirements.

The Parties respectfully request that this Court approve the above-referenced Class Notice and dissemination of the Class Notice to the Class Members, consistent with the manner and timing as set forth in the Settlement Agreement. The Parties have agreed to use Apex Class Action Administration ("Apex"), an experienced Settlement Administrator, to administer the settlement.

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V. THE SETTLEMENT IS FAIR AND REASONABLE BASED UPON OBJECTIVE EVIDENCE

A. The Settlement Was Negotiated at Arm's-Length and Is Not Collusive

The Settlement that has been reached, subject to this Court's approval, is a product of substantial efforts by the Parties and their counsel. The Settlement was reached after extensive factual and legal investigation and research; the exchange of informal discovery; substantial negotiation regarding the scope of informal discovery; exchange of documents and information that included review of time and pay records and analysis thereof with the aid of Plaintiff and expert consultant; analysis of shifts and Workweeks worked by Class Members in the Class Period, analysis of the number of pay periods and number of Aggrieved Employees in the PAGA Period for calculating PAGA penalties, number of Class Members eligible for wage statement penalties and waiting time penalties; an analysis of Plaintiff's employment records; extensive correspondence and communication between counsel; a review of pleadings, evidence, and rulings in similar actions litigated elsewhere in the state; a review of similar cases in the same industry elsewhere in the country; and preparation for and attendance at a full-day mediation, followed by further discussions and coordination to finalize the terms and conditions of the general settlement parameters agreed to by the Parties.

While Class Counsel believes in the chance of success of certifying the claims, Class Counsel recognized the potential risk, expense and complexity posed by further litigation. Moreover, litigating Plaintiff's claims in this litigation—claims that involve approximately 205 Class Members during the Class Period—would require substantial preparation and discovery and ultimately would involve the deposition and presentation of numerous more witnesses (including Class Members and expert witnesses), as well as the consideration, preparation and analysis of expert reports. Therefore, should litigation have progressed any further, there would have been significant expense incurred by each side (above and beyond the expense already incurred).

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B. The Settlement Amount Is Well Within Range of Reasonableness

The settlement amount reached in this case provides significant recovery to Class Members and Aggrieved Employees and easily falls within the range of reasonableness. Based on documents and information provided by Defendant, Class Counsel understands there are no more than 14,000 Workweeks during the Class Period.

1. Recovery of Damages for Failure to Pay Wages for All Time Worked

Class Counsel theorized, based on Plaintiff's narrative evidence and documents produced by Defendant, that Defendant failed to pay all wages due to Class Members because Defendant required Class Members to work off-the-clock or Class Members spent time off-the-clock under Defendant's control, including, without limitation, waiting in line for several minutes to clock in and clock out, without pay routinely. Class Counsel theorized based on documents produced by Defendant and Plaintiff's narrative evidence that Class Members have spent extensive amounts of uncompensated time under Defendant's control. Class Counsel also theorized that Defendant's time records were synthetic, or in other words false, and did not accurately track Class Members' time worked.

One theory advanced by Class Counsel alleged, based on Plaintiff's narrative evidence, that Class Members worked off-the-clock for approximately five (5) minutes each shift throughout the Class Period, without pay. Class Counsel understand, based on time and payroll records produced by Defendant and analysis thereof by expert data consultants retained by Class Counsel, that there were approximately 63,847 shifts during the Class Period, 86.8% of which were over eight (8) hours in length, and Class Members had an average hourly rate of pay of $21.50. Thus, one calculation performed by Class Counsel at mediation resulted in **Defendant's exposure for unpaid off-the-clock work in an approximate amount of $178,422.17** ([63,847 shifts x 0.868 shifts over eight hours x 0.083 hours x $21.50 x 1.5 overtime rate] + [63,847 shifts x 0.132 shifts under eight hours x 0.083 hours x $21.50 x 2 in liquidated damages]).

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Class Counsel understand that Defendant denies these contentions and make the following defenses in connection with this claim: Defendant contends that their policies specifically prohibit off-the-clock work. Defendant contends that they did not require Class Members to work off-the-clock, they were paid for all time suffered or permitted to work. Defendant asserts that they provided a sufficient number of timeclocks at their facilities, and Class Members would not have been required to wait in line for clocking in before their shifts. Defendant contends that any allegations that Class Members were required to be under Defendant's control off-the-clock would necessitate an individualized inquiry into when and why, making this claim not subject to class treatment and any trial in this litigation unmanageable. Thus, Defendant contends that no damages can be recovered here, and, even if, *arguendo*, they could, an estimate of five (5) minutes of unpaid work off-the-clock of Class Members for *every single shift* during the Class Period is a wild exaggeration of time spent working off-the-clock if *any* such time was spent.

2. Recovery of Damages for Non-Compliant Meal Periods

Class Counsel theorized that Defendant's meal period practices throughout the Class Period were non-compliant. Class Counsel theorized that Defendant's meal period practices were non-compliant because, based on Plaintiff's narrative evidence and Defendant's records, Class Members did not receive full thirty (30) minute meal periods, were late, or missed. Class Counsel also theorized that many meal periods were synthetic, or fictional because they rounded to exactly thirty (30) minutes. Class Counsel also theorized, based on Plaintiff's narrative evidence, that Defendant's supervisors routinely interrupted Class Members asking work related questions after clocking out for their meal periods. However, Class Counsel note that some meal period premiums were paid.

Class Counsel theorized that there are approximately 45,209 unique meal period violations (*i.e.* meal periods that were missed, short, or were exactly thirty (30) minutes in length). Thus, one calculation performed by Class Counsel at mediation resulted in **Defendant's exposure for failure to provide compliant meal periods in a conservative amount of $962,082** [(45,209 meal period violations – 461 meal period premiums paid) x 21.50/hour].

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Class Counsel understands that Defendant makes the following defenses in connection with this claim: Defendant argued that they had compliant meal period policies and practices. Defendant argued that Settlement Class Members took timely and full meal periods, as they were required to do. Defendant further contends that any instance of a Class Member failing to take a compliant meal period was voluntary, in violation of their meal period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive.

3. Recovery of Damages for Non-Compliant Rest Periods

Class Counsel theorized, based on documents and information produced by Defendant and Plaintiff's narrative evidence, that Defendant's rest period policies and practices throughout the Class Period were non-compliant. Class Counsel understand from Defendant's policy documents, as well as for the reasons above regarding unpaid meal periods, that Defendant's practices were non-compliant. Class Counsel theorized based on data produced by Defendant that non-payment of any rest break premium to Class Members raises a rebuttable presumption that all rest periods throughout the Class Period were non-compliant.

Thus, one calculation performed by Class Counsel at mediation resulted in, assuming a forty percent (40%) violation rate, **Defendant's exposure for failure to provide compliant rest periods in a conservative amount of $547,716.80** (63,688 eligible shifts x 0.4 violation rate x $21.50/hour).

Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant argues that it had compliant rest period policies and practices. Defendant argues that Class Members took timely and full rest periods. Defendant contends that its policy requires their employees to take timely and full rest periods. Defendant further contends that any instance of a Class Member failing to take a compliant rest period was voluntary, in violation of their rest period policy, would necessitate an individualized inquiry and would not lend itself to a manageable trial. Finally, Defendant contends that a forty percent (40%) violation rate is a wild exaggeration of non-compliant rest periods, if there were any. Thus, Defendant contends that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by

Class Counsel is excessive.

4. Wage Statement Violations

Class Counsel theorized that Class Members are entitled to recover penalties for Defendant's alleged failure to issue compliant wage statements under Labor Code section 226, subdivision (e), for the derivative impact of the failure to pay all wages owed on providing accurate information on wage statements. Specifically, Class Counsel theorized that penalties are owed under Labor Code section 226 due to, at minimum, Defendant's failure to pay premium wages. A non-exempt employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period.

Class Counsel understand from the data provided by Defendant that there were 10,902 pay periods during the relevant statutory time period for Class Members. If, in fact, Class Members worked every off-the-clock every shift as set forth above, and no rest premiums were paid, every wage statement would thus, Class Counsel theorized, violate Labor Code section 226. However, due to the derivative nature of wage statement penalties, as well as the requirement that Defendant's failure to comply with Labor Code section 226 be knowing and intentional, one calculation performed by Class Counsel at mediation, based on the initial penalty of fifty dollars ($50) in light of Defendant's defenses, resulted in **Defendant's maximum exposure for wage statement violations in the amount of $545,100** (10,902 pay periods x $50/pay period).

Class Counsel understand that Defendant makes the following defenses in connection with this claim: Defendant contends that the wage statements issued to the employees fully complied with Labor Code section 226. Defendant contends that because it believes no wages are unpaid that, thus, there can be no derivative penalties. However, Class Counsel also understand the risks inherent in this claim if the above claims were not certified. Class Counsel also had to factor in, and did factor in, the risk that the Court would find there was no injury to Class Members even if the wage statements were inaccurate or that Defendant's conduct was not intentional, both of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel also note that the calculation used does not take into account the fact that all Class Members did not work all pay periods and, therefore, Class Counsels' calculation does not take into account the maximum penalty of $4,000 in Plaintiff's exposure model used at mediation.

5. Waiting Time Penalties

Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant statutory period (*i.e.*, three years before the filing of the initial Complaint) is entitled to thirty (30) days' worth of wages as waiting time penalty for not being paid all wages due upon separation from employment. Class Counsel theorized at mediation, based on relevant documents provided by Defendant, that, under Labor Code section 203, Defendant is liable to pay each Class Member, who was terminated during the relevant statutory period, a full 30-day worth of wages as waiting time penalty for failure to pay compensation in lieu of compliant meal and rest periods, and failure to timely pay all wages due at the time of termination or resignation.

Based on relevant documents provided by Defendant, there were approximately ninety-nine (99) Class Members who were terminated or resigned during the relevant statutory period. Thus, one calculation performed at mediation by Class Counsel resulted in **Defendant's exposure for waiting time penalties to be approximately $510,840** (99 separated Class Members x $21.50/hour x 8 hours x 30 days).

Class Counsel understand that Defendant contends that there is no credence to Plaintiff's off-the-clock theory and that, thus, no waiting time penalties are owed based on that theory. Finally, Defendant contends that its actions were not "willful" and that, thus, waiting time penalties cannot be awarded. Thus, Defendant argued that no waiting time penalties are owed.

6. Failure to Reimburse Work Expenses

Class Counsel theorized that Defendant failed to reimburse Plaintiff and Class Members for work-related expenses because Defendant required Plaintiff and other Class Members to use their personal cell phones for work-related purposes, including to send and receive work related text messages from management. Class Counsel theorized, based on Plaintiff's narrative evidence, that Class Members would incur expenses of $5 per Workweek for employees' cell phone usage and $10 per employee for purchases of safety glasses. Thus, one calculation performed by Class

Counsel resulted in **Defendant's exposure for failure to reimburse for business expenses of $72,050** ($5 x 14,000 Workweeks) + ($10 x 205 employees).

Class Counsel understand that Defendant argued the following: Defendant argued that it did not require Class Members to use their cell phones for work-related purposes. Defendant also argued that the personal cell phones were used by Class Members solely for personal tasks and as such Defendant was not required to compensate them for such use. Defendant also argued that they reimbursed all employees for all expenses incurred in furtherance of work. Thus, Defendant contends that no monies under this theory, either.

9. PAGA Penalties

Class Counsel understand from the time and payroll data provided by Defendant that there are approximately 174 Aggrieved Employees who collectively worked 10,902 pay periods in the PAGA Period, subject to a fifty percent (50%) reduction due to Defendant's pay periods being weekly, resulting in 5,451 pay periods. Plaintiff's claims in the Action under PAGA are substantially similar to those described herein. PAGA penalties include penalties for initial violations and subsequent violations. Defendant contends that only initial violation rates may be used instead of the subsequent violation rates initially used by Class Counsel. With this in mind and because Class Counsel through investigation and discovery did not come to the conclusion that Defendant at any time was notified by any governmental entity that they violated any Labor Code sections presented in the PAGA Notice and PAGA claims, Class Counsel adjusted the exposure model for Defendant to include only initial violation rates.

While Class Counsel are informed and believe that reasonable minds differ with regard to calculation of PAGA penalties, Class Counsel believe it is reasonable to calculate Defendant's maximum exposure in PAGA penalties as follows:

a. <u>Overtime Violations</u>: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations, and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $272,550 (5,451 pay periods x $50).

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b. Minimum Wage Violations: Labor Code section 1197.1 prescribes penalties of $100 for an initial violation and $250 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $545,100 (5,451 pay periods x $100).

c. Meal Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $272,550 (5,451 pay periods x $50).

d. Rest Period Violations: Labor Code section 558 prescribes penalties of $50 for an initial violation and $100 for each subsequent violation. Using the initial pay period rate for all violations and a violation every single pay period for every single non-exempt employee in the PAGA Period, this amounts to a maximum exposure of $272,550 (5,451 pay periods x $50).

e. Wage Statement Violations: According to *Gunther v. Alaska Airlines, Inc.* (2021) 287 Cal.Rptr.3d 229, in this instance, Labor Code section 2699 would be the appropriate penalty for wage statement violations that are inaccurate, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation (*Id.* at 247-248). Using the initial pay period rate for all violations and a violation every single pay period for every single Aggrieved Employee in the PAGA Period, this amounts to a maximum exposure of $545,100 (5,451 pay periods x $100).

f. Waiting Time Penalties: Labor Code section 2699 prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Because this violation is merited only at separation of employment, a 100% violation rate would likely include just one violation per employee. The data produced by Defendant indicate that there were 68 Aggrieved Employees whose employment was separated during the PAGA Period. This amounts to a maximum exposure of $6,800 (68 Aggrieved Employees x $100).

g. Failure to Reimburse Work Expenses: Labor Code section 2699 would be the appropriate penalty for failure to reimburse work expenses, which prescribes penalties of $100 for an initial violation and $200 for each subsequent violation. Using *only* the initial pay penalty of

$100 for all violations, and a violation every pay period for each Aggrieved Employee in the PAGA Period, this amounts to exposure of $545,100 (5,451 pay periods x $100).

h. Conclusion: In sum, Class Counsel calculated Defendant's total maximum exposure for PAGA violations if the Court were to find a 100% violation rate for every Aggrieved Employee every pay period and not exercise its discretion to reduce any of those penalties to be **$2,459,750**. Class Counsel understand from the mediator and the mediation process that Defendant argued the following in connection with this claim: Defendant contends that no PAGA penalties are likely to be awarded and, even if they were, the maximum exposure calculated by Class Counsel is vastly overstated. First, Defendant defends that PAGA penalties cannot and should not be stacked. Second, Defendant asserts that individualized issues predominate the PAGA claims, making the claims unmanageable for trial. Third, Defendant denies that a violation for each pay period can be established. Fourth, Defendant contends that a Court is unlikely to exercise its discretion to award civil penalties under PAGA where, as here, there is no conduct shown by Plaintiff that would show any Labor Code violation by Defendant is knowing and intentional. Defendant insists that this is especially true in this Action where class action damages are available to Class Members, rendering an award of PAGA penalties in addition to class action damages to be double recovery.

Class Counsel maintain that it is possible to recover the subsequent violation rate for penalties, that stacking is permissible, and that there is no manageability requirement under PAGA (citing *Estrada v. Royalty Carpet Mills, Inc.*). As such, Class Counsel believes a ninety percent (90%) discount of this claim to be reasonable, resulting in a valuation of **$245,975** as a reasonable estimate of the likelihood of what Plaintiff may recover at trial for PAGA penalties ($2,459,750 x .10).

10. Conclusion

When including derivative penalties, such as waiting time penalties, wage statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendant's maximum exposure to be approximately **$3,062,186**. In all, Class Counsel obtained a Gross Settlement Amount of **$400,000.00**. Particularly in light of the risks involving obstacles to class certification, all issues and risks related to liability, the issues with manageability at trial, the discretionary nature of PAGA penalties, and considering the case law regarding fair, reasonable and adequate settlements, Class Counsel strongly believe that the settlement reached is fair, reasonable and adequate, and in the best interest of Class Members.

Moreover, $40,000.00 of the Gross Settlement Amount was attributed to PAGA penalties. This allocation was decided mutually by the Parties and the mutual decision was based on: (1) the fact that damages are available for the failure to pay wage claims while only penalties are available for the PAGA claims; (2) the risk that the Court may exercise its discretion to decline to stack PAGA penalties; (3) the risk that the Court may exercise its discretion to not award the full amount of PAGA penalties available; and (4) the risk that the Court may decline to award any PAGA penalties at all in light of the fact that damages are available for Class Members and it may find any further liability against Defendant unnecessarily punitive.

VII. <u>THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE</u>

Class Counsel seeks an attorneys' fees award of not more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to $140,000.00. Class Counsel also seek reimbursement of costs not to exceed $35,000.00. The requested fees fall well within the historical range of attorney's fees awards under the common fund theory, which is generally from 25% to 50%. The requested fee is fair compensation for undertaking complex, risky, expensive and time-consuming litigation on a contingent fee basis. Thus, the Court should preliminarily approve the requested attorneys' fees and costs, which are justified by the results achieved, the complexity of the issues, the difficulty of the case and the great risks undertaken by Class Counsel. The requested attorneys' fees will not be opposed by Defendant and are well within established guidelines.

VIII. <u>THE REQUESTED ENHANCEMENT AWARD TO THE NAMED PLAINTIFF AND CLASS REPRESENTATIVE IS REASONABLE</u>

Plaintiff is entitled to enhanced award for his service as class representative, for answering extensive questions by Class Counsel, for being subjected to intrusive questioning during his deposition, for being available and answering questions during mediation, for the risks in being the named plaintiff and for providing Defendant with a more expansive release of claims, including a waiver based upon California Civil Code section 1542, in exchange for the enhancement award. Defendant does not oppose the requested enhancement to Plaintiff. Plaintiff risked intrusive discovery and the payment of employer costs. In the experience of Class Counsel, the typical enhancement award in wage and hour class actions ranges from approximately $10,000.00 to $25,000.00, although some awards are higher. In contrast, Class Counsel seeks an extremely limited enhancement of $7,500.00 to Plaintiff for his service.

IX. CONDITIONAL CERTIFICATION FOR SETTLEMENT PURPOSES

A. The Class Should Be Preliminarily Certified

In California, there are two certification prerequisites: (1) the existence of an "ascertainable class;" and (2) "a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." (*Sotelo v. MediaNews Group, Inc.* (2012) 207 Cal.App.4th 639, 647.) To certify a class, the party advocating class treatment must demonstrate: (1) a numerous class; (2) predominant common questions of law or fact; (3) class representatives with claims or defenses typical of the class; and (4) class representatives who can adequately represent the class." (*Williams v. Sup. Ct.* (2013) 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.) Each of the criteria for class certification is satisfied in this instance:

1. Ascertainability – "Ascertainability" is a due process requirement that ensures it is possible to decide who will be bound by the judgment (*res judica* effect). The determination is made by examining the class definition and the size of the class. Here, the Class Members definition (*i.e.*, all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the Class Period in the State of California) is derived from the operative complaint, which complains of alleged violations of Labor Code sections that are chiefly and, in some instances, solely applicable to non-exempt, hourly paid employees. There is no difficulty ascertaining who is a Class Member based on the above-described definition as it is readily apparent to all involved who is a non-exempt, hourly-paid employee who worked in California for Defendant during the Class Period based solely from Defendant's payroll records, which amounts to approximately 205 persons.

2. Numerosity – According to the California Supreme Court, a putative class is sufficiently numerous to achieve the numerosity requirement if their joinder is impracticable and thus substantial benefits accrue both to litigants and the courts if the action proceeds as a class action. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435, 446.) Numerosity is presumed satisfied if there are forty (40) putative class members. (*Miri v. Dillon* (E.D. MI 2013) 292 F.R.D. 454, 461.) However, as few as 10 class members have been found sufficient. (*See, e.g., Bowles v. Sup. Ct.* (1955) 44 Cal.2d 574.) Class Counsel understand from documents provided that Defendant identified at least 205 Class Members. That is sufficiently numerous to establish the numerosity requirement.

3. Commonality – California law also requires that "questions of law or fact common to the class [be] substantially similar and predominate over the questions affecting the individual members." (*In re Steroid Hormone Product Cases* (2010) 181 Cal.App.4th 145, 153.)

This litigation is brought to resolve common issues that include whether Defendant failed to pay for all hours worked; whether Defendant provided full, timely and un-interrupted meal and rest periods; whether Class Members are entitled to premium pay for incomplete, untimely or interrupted meal or rest periods, among other claims as set forth above.

4. Typicality – Typicality requires only that the named plaintiff's interests in the action be significantly similar to those of other class members. (*Williams v. Sup. Ct.* (2013) 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.) Plaintiff's claims are typical of those of other Class Members as Plaintiff: (1) is a non-exempt, hourly-paid employee like other Class Members; (2) complains of not being paid for all time under Defendant's control or suffered and/or permitted to work for Defendant; (3) did not receive full premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive premium pay for rest periods that were not provided, among others as set forth above.

5. Adequacy of Representation – To maintain a class action, the representative plaintiff must adequately protect the interests of the class. (*Williams v. Sup. Ct.* (2013) 221 Cal.App.4th 1353, citing *Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.) Adequacy of representation consists of two components. First, there must be no disabling conflicts of interest between the class representatives and the class. Second, the class representative must be represented by counsel who are competent and experienced in the kind of litigation to be undertaken. (*See McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450; *accord In re Juniper Networks, Inc. Securities Litigation* (N.D. Cal. 2009) 264 F.R.D. 584, 590.) Both criteria are met in this instance:

(i) <u>No Disabling Conflict of Interest Exists Between the Class Representative and the Class</u>

No conflicts, disabling or otherwise, exists between Plaintiff and Class Members because Plaintiff alleges to have been damaged by the same alleged conduct of Defendant (*i.e.*, Plaintiff classified as non-exempt, hourly-paid employee, not paid premium pay, etc.) and thus have the incentive to fairly represent all Class Members' claims to achieve the maximum possible recovery.

(ii) <u>Class Counsel are Experienced Class Action Attorneys</u>

As set forth in the Declarations of Class Counsel, Class Counsel in this matter consist of experienced class action attorneys, have been appointed as class counsel in other class actions and have a successful "track record" in litigating class actions.

6. Superiority of Class Action – Also relevant to the Court's certification decision is whether a class action is the superior method of adjudication. (*Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1021.)

It deals with common issues that are most efficiently adjudicated together, as indicated above. Moreover, with at least 205 Class Members, presentation of all of them before this Court may be problematic, impractical, and burdensome. On the contrary, a class action allows claims of many individuals to be resolved at the same time, eliminates the possibility of repetitious litigation and affords small claimants with a method of obtaining redress for claims which otherwise would be too insufficient to warrant individual litigation.

7. Conclusion – Thus, because this class action meets all criteria for certification and a lesser standard of scrutiny applies when evaluating these criteria for settlement purposes, it should be certified for purposes of effectuating this settlement.

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X. CONCLUSION

Therefore, the Parties request the Court grant preliminary approval of the proposed settlement.

Dated: August 18, 2026

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel

VEDANG J. PATEL
TRIANA HENDERSON

Attorneys for Plaintiff BRIAN AMAYA, on behalf of himself and all others similarly situated and aggrieved

THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

Make a Reservation

AMAYA vs PUROSIL LLC

Case Number: CVRI2407159 Case Type: Civil Category: Unlimited Civil Other Employment
Date Filed: 2024-12-18 Location: Historic Court House - Department 1

Reservation

Case Name:
AMAYA vs PUROSIL LLC

Case Number:
CVRI2407159

Type:
Motion for Preliminary Approval of Class Action Settlement

Status:
RESERVED

Filing Party:
BRIAN AMAYA (Plaintiff)

Location:
Historic Court House - Department 1

Date/Time:
10/29/2026 8:30 AM

Number of Motions:
1

Reservation ID:
688224216007

Confirmation Code:
CR-KGDQRHKTQGMZNUVBX

Fees

Description	Fee	Qty	Amount
Motion for Preliminary Approval of Class Action Settlement	0.00	1	0.00
TOTAL			**$0.00**

Payment

Amount:
$0.00

Type:
NOFEE

Account Number:
n/a

Authorization:
n/a

Print Receipt | Reserve Another Hearing | View My Reservations

Chat

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years old and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On August 18, 2026 and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY; DECLARATIONS OF VEDANG J. PATEL, DAVID D. BIBIYAN, SEAN HARTRANFT, AND PLAINTIFF BRIAN AMAYA IN SUPPORT THEREOF; AND** [PROPOSED] **ORDER** to be served by electronic transmission to the below-referenced electronic email addresses as follows:

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Counsel for Defendant PUROSIL LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 18, 2026, at Los Angeles, California.

/s/ Araceli Marquez
Araceli Marquez