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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

JUANA MATIAS, CARMEN CHAVEZ FERNANDEZ, YOLANDA MEMBRENO DE AYALA, MARIA RODRIGUEZ DE PAZ, HANNAH KNOERZER, HERIBERTO CHAVEZ RODRIGUEZ, GRACIELA LOPEZ, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”), Plaintiffs, v. HOSPITALITY STAFFING SOLUTIONS, LLC, a Delaware limited liability company; KELLERMEYER BERGENSONS SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive, Defendants.	CASE NO.: 23CV00490 [Assigned for all purposes to Hon. Timothy Schmal in Dept. 10] **PLAINTIFFS’ NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY; DECLARATIONS IN SUPPORT THEREOF** HEARING INFORMATION: DATE: May 5, 2026 TIME: 8:30 a.m. DEPT: 10

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 5, 2026 at 8:30 a.m., or as soon as they may be heard in Department 10 of the Superior Court of the State of California for the County of Santa Cruz, plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda Membreno de Ayala, Hannah H. Knoerzer, Heriberto Chavez Rodriguez, Maria Rodriguez de Paz and Graciela Lopez (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated and aggrieved, will and hereby do move for this Court for entry of an Order:

1. Preliminarily certifying, for the purpose of settlement only, the settlement class ("Class," "Settlement Class Members" or "Class Members"), comprised of: (1) "HSS Class Members," defined as all current and former non-exempt, hourly paid employees who worked for Hospitality Staffing Solutions, LLC ("HSS"), in California at any time during the period from November 9, 2021 through December 26, 2024 ("HSS Class Period"); and (2) "KBS Class Members," defined as all current and former non-exempt, hourly paid employees who worked for Kellermeyer Bergensons Services, LLC ("KBS"), in California at any time during the period from January 20, 2022 through December 26, 2024 ("KBS Class Period"). The HSS Class Period and the KBS Class Period are hereinafter collectively referred to as the "Class Period."

2. Preliminarily approving Plaintiffs as Class Representatives.

3. Preliminarily approving, Capstone Law APC, Bibiyan Law Group, P.C., James Hawkins APLC, and Haines Law Group, APC, as Class Counsel.

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

5. Preliminarily approving payment of the Gross Settlement Amount of $9,750,000.00, which is subject to escalation pursuant to the Settlement Agreement.

6. Approving the form and content of the Class Notice submitted herewith.

7. Appointing CPT Group, Inc. ("CPT"), 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 $75,000.00 for settlement administration to CPT from the Gross Settlement Amount.

9. Preliminarily approving a service award of up to $10,000.00 each to plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda Membreno de Ayala, Hannah H. Knoerzer, Heriberto Chavez Rodriguez, Maria Rodriguez de Paz, and Graciela Lopez, for a total of $70,000.00 to Plaintiffs, in consideration for Plaintiffs' extensive efforts in prosecuting this case.

10. Preliminarily approving payment of reasonable attorneys' fees to Class Counsel in the amount of one third (1/3) of the Gross Settlement Amount which, unless escalated pursuant to the Settlement Agreement, amounts to $3,250,000.00.

11. Preliminarily approving reimbursement of Class Counsel's costs in an amount, according to proof, not to exceed $55,000.00.

12. Preliminarily approving PAGA Penalties in the amount of $200,000.00, seventy-five percent (75%) or $150,000.00 of which will be paid to the Labor and Workforce Development Agency ("LWDA") out of the Gross Settlement Amount, and twenty-five percent (25%) or $50,000.00 of which will be distributed as Individual PAGA Payments to: (1) "HSS Aggrieved Employees," defined as all current and former non-exempt, hourly paid employees who worked for HSS in California at any time during the period from November 9, 2021 through December 26, 2024 ("HSS PAGA Period"); and (2) "KBS Aggrieved Employee," defined as all current and former non-exempt, hourly paid employees who worked for KBS in California at any time during the period from January 20, 2022 through December 26, 2024 ("KBS PAGA Period"). The HSS PAGA Period and the KBS PAGA Period are hereinafter collectively referred to as the "PAGA Period."

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.

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This Motion will be based on this Notice of Motion, the Memorandum of Points and Authorities filed herewith, the declarations filed in support, exhibits attached thereto, arguments of counsel, and upon such other materials contained in the file and pleadings of this action.

Dated: March 26, 2026

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel

VEDANG J. PATEL

Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated and aggrieved

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda Membreno de Ayala, Hannah H. Knoerzer, Heriberto Chavez Rodriguez, Maria Rodriguez de Paz and Graciela Lopez (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated and aggrieved, hereby apply for preliminary approval of the Class Action 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 October 14, 2022, plaintiff Hannah H. Knoerzer filed a class action complaint in the Riverside County Superior Court, captioned *Knoerzer v. Hospitality Staffing Solutions, LLC, et al*., Case No. CVRI2204503, alleging causes of action against Walgreens Specialty Pharmacy, LLC (erroneously sued as "Walgreen Specialty Pharmacy, LLC") and defendant Hospitality Staffing Solutions, LLC ("HSS"), for: (1) violation of the Fair Credit Reporting Act for failure to make proper disclosures; (2) violation of the Fair Credit Reporting Act for failure to obtain proper authorizations; (3) violation of ICRAA for failure to make proper disclosures; (4) failure to pay minimum wages; (5) failure to pay overtime wages; (6) failure to provide meal periods or compensation in lieu thereof; (7) failure to provide rest periods or compensation in lieu thereof; (8) failure to timely pay wages during employment; (9) failure to pay all wages due upon separation from employment; (10) failure to provide accurate wage statements; and (11) engaging in unfair competition (the "Knoerzer Action").

Also, on October 14, 2022, plaintiff Hannah H. Knoerzer filed with the LWDA and served on defendants HSS and Kellermeyer Bergensons Services, LLC ("KBS," and collectively with HSS, "Defendants"), and Staffing Solutions, LLC, and HIS Hospitality Services, Inc., a notice under Labor Code section 2699.3, stating she intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations ("Knoerzer PAGA Notice").

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On December 21, 2022, after sixty-five (65) days had passed without any action by the LWDA with respect to the Labor Code violations alleged in the Knoerzer PAGA Notice, plaintiff Hannah H. Knoerzer filed a First Amended Complaint in the Knoerzer Class Action, adding PAGA claims set forth in the Knoerzer PAGA Notice. On January 20, 2023, defendant HSS filed a Notice of Removal to the United States District Court for the Central District of California. On April 11, 2024, the Court granted the Parties' stipulation for dismissal of the class claims, to compel plaintiff Hannah H. Knoerzer's individual claims to arbitration, and to stay the representative PAGA claims pending completion of arbitration.

On January 9, 2023, plaintiff Heriberto Chavez Rodriguez filed with the LWDA and served on Montage Laguna Beach, LLC, and defendant HSS a notice under Labor Code section 2699.3, stating he intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations ("Rodriguez PAGA Notice"). A true and correct copy of the Rodriguez PAGA Notice is attached to the Declaration of Vedang J. Patel as Exhibit "2."

On January 10, 2023, plaintiff Heriberto Chavez Rodriguez filed a wage and hour class action complaint in the Orange County Superior Court, captioned *Heriberto Chavez Rodriguez v. Montage Laguna Beach, LLC, et al.*, Case No. 30-2023-01300904-CU-OE-CXC, alleging causes of action against Montage Laguna Beach, LLC, and defendant HSS for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation from employment; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify for business expenses; (9) engaging in unfair competition (the "Rodriguez Class Action").

On March 15, 2023, after sixty-five (65) days had passed without any action by the LWDA with respect to the Labor Code violations alleged in the Rodriguez PAGA Notice, plaintiff Heriberto Chavez Rodriguez filed a separate representative action under the California Private Attorneys General Act ("PAGA") against Montage Laguna Beach, LLC, and defendant HSS, in the Orange County Superior Court, captioned *Heriberto Chavez Rodriguez v. Montage Laguna Beach, LLC, et* *al.*, Case No. 30-2023-01312472-CU-OECXC, for the Labor Code violations set out in the Rodriguez PAGA Notice (the "Rodriguez PAGA Action").

On February 28, 2023, plaintiffs Juana Matias, Carmen Chavez Fernandez and Yolanda Membreno de Ayala commenced this action by filing a class action complaint alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to timely pay wages during employment; (6) failure to pay all wages due upon separation from employment; (7) failure to provide accurate wage statements; (8) failure to maintain payroll records; (9) failure to provide reporting time pay; (10) failure to indemnify for business expenses; (11) engaging in unfair competition and unlawful business practices in violation of the California Business and Profession Code section 17200, *et seq*. (the "Matias Action").

On March 30, 2023, plaintiffs Juana Matias, Carmen Chavez Fernandez and Yolanda Membreno de Ayala filed with the LWDA and served on Defendants their respective notices under Labor Code section 2699.3, stating they intended to serve as proxies of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations ("Matias PAGA Notice," "Fernandez PAGA Notice" and "de Ayala PAGA Notice," respectively). On July 26, 2022, plaintiff Maria Rodriguez de Paz filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3, stating she intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations ("de Paz PAGA Notice").

On June 6, 2023, after sixty-five (65) days had passed without any action by the LWDA with respect to the Labor Code violations alleged in the Matias PAGA Notice, Fernandez PAGA Notice and de Ayala PAGA Notice, plaintiffs Juana Matias, Carmen Chavez Fernandez and Yolanda Membreno de Ayala filed a First Amended Complaint in the Matias Action, adding PAGA claims set forth in the Matias PAGA Notice, Fernandez PAGA Notice and de Ayala PAGA Notice. On June 22, 2024, plaintiffs Juana Matias, Carmen Chavez Fernandez and Yolanda Membreno de Ayala filed a Second Amended Complaint in the Matias Action, adding Maria Rodriguez de Paz as a named plaintiff.

On September 25, 2023, plaintiff Graciela Lopez filed with the LWDA and served on defendant KBS a notice under Labor Code section 2699.3, stating she intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations ("Lopez PAGA Notice"). The Knoerzer PAGA Notice, Rodriguez PAGA Notice, Matias PAGA Notice, Fernandez PAGA Notice, de Ayala PAGA Notice, de Paz PAGA Notice and Lopez PAGA Notice are hereinafter collectively referred to as the "PAGA Notices."

On November 30, 2023, after sixty-five (65) days had passed without any action by the LWDA with respect to the Labor Code violations alleged in the Lopez PAGA Notice, plaintiff Graciela Lopez filed a representative action under PAGA against defendant KBS in the Santa Clara County Superior Court, captioned *Graciela Lopez v. Kellermeyer Bergensons Services, LLC*, Case No. 23CV426594, for the Labor Code violations set out in the Lopez PAGA Notice (the "Lopez PAGA Action").

On January 5, 2024, plaintiff Graciela Lopez filed a wage and hour class action complaint in the Tulare County Superior Court, captioned *Graciela Lopez v. Kellermeyer Bergensons Services, LLC*, Case No. VCU304923, alleging causes of action against defendant KBS for: (1) failure to provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or compensation in lieu thereof; (3) failure to indemnify for business expenses; (4) failure to pay all wages due upon separation from employment; (5) failure to provide accurate wage statements; and (6) engaging in unfair competition (the "Lopez Class Action").

Thereafter, Plaintiffs and Defendants (collectively, the "Parties") agreed to exchange informal discovery and attend mediation.

Prior to mediation, Plaintiffs obtained, through informal discovery: (1) time and payroll records for approximately 25% of putative class members during the Class Period; (2) data points, including the number of putative class members, Workweeks, Pay Periods and shifts during the Class Period, and the number of putative class members separated from employment in the waiting time penalty period, the number of Pay Periods during the PAGA Period, and the average regular hourly rate of pay; (3) Defendants' applicable wage and hour policy documents; and (4) all documents pertaining to Plaintiffs available to Defendants.

Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (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 September 27, 2024, the Parties participated in a full-day mediation presided over by Michael E. Dickstein, Esquire, a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator's evaluation, the Parties successfully reached a global settlement to resolve the actions.

As part of the Agreement, the Parties further agreed to stipulate to plaintiffs Juana Matias', Carmen Chavez Fernandez's, Yolanda Membreno de Ayala's and Maria Rodriguez de Paz's filing a Third Amended Complaint in the Matias Action, adding plaintiffs Hannah H. Knoerzer, Heriberto Chavez Rodriguez and Graciela Lopez as named plaintiffs, and adding the allegations set forth in the Knoerzer Action, the Rodriguez Class Action, the Rodriguez PAGA Action, the Lopez PAGA Action, and the Lopez Class Action, for the purpose of settlement approval. Within five (5) business days of the Court's order granting Final Approval of the Settlement, plaintiff Hannah H. Knoerzer will dismiss the Knoerzer Action; plaintiff Heriberto Chavez Rodriguez will dismiss the Rodriguez Class Action and the Rodriguez PAGA Action; and plaintiff Graciela Lopez will dismiss the Lopez PAGA Action and the Lopez Class Action.

On March 5, 2026 plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda Membreno de Ayala and Maria Rodriguez de Paz filed a First Amended Complaint in the Matias Action pursuant to the Agreement. The Third Amended Complaint in the Matias Action is the Operative Complaint.

After full execution of the Settlement Agreement, the Parties met and conferred regarding the payment plan for Defendants. The Parties agreed to modify the payment plan to fund the Settlement such that payment shall be made in two (2) payments. To that effect, the Parties executed an Amendment to the Settlement Agreement ("Amendment"). The Amendment is attached to the Patel Decl. as Exhibit 2.

Class Counsel have conducted significant investigation of the law and facts relating to the claims asserted in the Actions and the PAGA Notices, 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 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiffs' allegations, and the substantial benefits to be received by Settlement Class Members.

II. THE SETTLEMENT

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 are as follows:

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

- Certification of a class ("Settlement Class," "Settlement Class Members" or "Class Members") comprised of: (1) "HSS Class Members," defined as all current and former non-exempt, hourly paid employees who worked for Hospitality Staffing Solutions, LLC ("HSS"), in California at any time during the period from November 9, 2021 through December 26, 2024 ("HSS Class Period"); and (2) "KBS Class Members," defined as all current and former non-exempt, hourly paid employees who worked for Kellermeyer Bergensons Services, LLC ("KBS"), in California at any time during the period from January 20, 2022 through December 26, 2024 ("KBS Class Period"). The HSS Class Period and the KBS Class Period are hereinafter collectively referred to as the "Class Period."
- Defendants will pay $9,750,000.00 ("Gross Settlement Amount") to resolve the matter.
- Defendants represent that Class Members worked approximately 682,092 Workweeks between November 9, 2021 and September 27, 2024. In the event that the actual number

of Workweeks worked between November 9, 2021 and December 26, 2024 (the end of the Class Period) increases by more than ten percent (10%) above 682,092, Defendants will at their option either (a) agree to increase the Gross Settlement Amount on a proportional basis for the percentage increase over ten percent (10%) (for example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%), or (b) agree to shorten and close the Class Period and PAGA Period on the date that is closest to without exceeding 750,301 Workweeks so as to eliminate the need to increase the Gross Settlement Amount. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

- Defendants 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 $75,000.00, will be paid out of the Gross Settlement Amount.
- Class Counsel, comprised of Bibiyan Law Group, P.C., James Hawkins APLC, Capstone Law APC, and Haines Law Group, APC, apply for, and Defendants will not oppose, attorneys' fees of one third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to $3,250,000.00, and actual costs, not to exceed $55,000.00, all of which will be paid out of the Gross Settlement Amount.
- Class Counsel hereby apply for, and Defendants will not oppose, a service award of up to $10,000.00 each to plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda

[1] "Workweek" means any week during which a Class Member or Aggrieved Employee worked for Defendants for at least one day, during the Class Period. All Class Members will be deemed to have worked during at least one Workweek during the Class Period, and all Aggrieved Employees will be deemed to have worked during at least one Workweek during the PAGA Period.

Membreno de Ayala, Hannah H. Knoerzer, Heriberto Chavez Rodriguez, Maria Rodriguez de Paz, and Graciela Lopez, for a total of $70,000.00 to Plaintiffs, which will be paid out of the Gross Settlement Amount.

- "Aggrieved Employees" are comprised of: (1) "HSS Aggrieved Employees," defined as all current and former non-exempt, hourly paid employees who worked for HSS in California at any time during the period from November 9, 2021 through December 26, 2024 ("HSS PAGA Period"); and (2) "KBS Aggrieved Employee," defined as all current and former non-exempt, hourly paid employees who worked for KBS in California at any time during the period from January 20, 2022 through December 26, 2024 ("KBS PAGA Period"). The HSS PAGA Period and the KBS PAGA Period are hereinafter collectively referred to as the "PAGA Period."
- Defendants have agreed to pay $200,000.00 as PAGA penalties, seventy-five percent (75%) or $150,000.00 of which will be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or $50,000.00 of which will be distributed to the Aggrieved Employees.
- For any Participating Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (180 days after the date of mailing), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384 (b).

III. <u>THE TWO-STEP APPROVAL PROCESS AND THE PRESUMPTION OF FAIRNESS</u>

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 CPT Group, Inc. ("CPT"), an experienced Settlement Administrator, to administer the settlement.

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 Plaintiffs 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 Plaintiffs' 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 believe 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 18,553 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).

B. <u>The Settlement Amount is Well Within Range of Reasonableness</u>

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 Defendants, Class Counsel understand, as of the date of the mediation, there are no more than 682,092 Workweeks during the Class Period.

1. Unpaid Wages for Failure to Pay Off-the-Clock Work

Class Counsel theorized, based on Class Members' narrative evidence and documents produced by Defendants, that Defendants failed to pay all wages due to Class Members because Defendants required Class Members to work off-the-clock or Class Members spent time off-the-clock under Defendants' control, including, without limitation: (1) donning and doffing of company shirt, name tag, vest and, during Covid-19 pandemic, a mask, before clocking in and after clocking out; (2) waiting in line for Covid-19 screening, including temperature checks; (3) waiting in lines to clock in and out through any of the following: (a) a timesheet, consisting a master list of employees, on which employees would manually record their time, (b) a single online timeclock system at a worksite, or (c) a phone at the back office of the work site towards which employees would walk to input the needed information for clocking in and out; and (4) performing post-shift duties, such as cleaning their work areas, answering work-related questions from supervisors and attending to clients' concerns, all without pay.

One theory advanced by Class Counsel alleged, based on Class Members' narrative evidence, that Class Members worked off-the-clock for a conservative estimate of three (3) minutes each shift throughout the Class Period, without pay. Class Counsel understand, based on time and payroll records produced by Defendants and analysis thereof by expert data consultants retained by Class Counsel, that there were approximately 3,135,741 shifts during the Class Period, 29.7% of which were over eight (8) hours in length, and Class Members had an average regular hourly rate of pay of $17.50. Thus, one calculation performed by Class Counsel resulted in **Defendants' exposure for unpaid off-the-clock work in a conservative amount of $5,080,096** ([3,135,741 shifts x 0.297 shifts over eight hours x 0. 05 hour x $17.50 x 1.5 overtime rate] + [3,135,741 shifts x 0.703 shifts under eight hours x 0. 05 hour x $17.50 x 2 in liquidated damages]).

Class Counsel understand that Defendants make the following defenses in connection with this claim: Defendants contend that their policies specifically prohibit off-the-clock work. Defendants contend that they did not require Class Members to work off-the-clock and, rather, they were paid for all time suffered or permitted to work. Defendants contend that temperature checks and Covid-19 health screens were not compensable time pursuant to *Frlekin v. Apple Inc*. (2020) 8 Cal.5th 1038 because a Court must consider whether the time spent is for the benefit of the employee or the employer, and that the temperature checks were being performed for the safety of employees, not for the benefit of Defendants. Moreover, Defendants contend that the time it took to go through Covid-19 protocols was *de minimis* and that temperature checks were only in place during a portion of the Class Period. Defendants contend that Class Members could and did take their uniforms home, and those that donned and doffed them at the premises did so on-the-clock, as required by the policies. Defendants assert that they provided enough timesheets, online timeclock system and phones at their facilities, and Class Members would not have been required to wait in line for clocking in before their shifts. Finally, Defendants contend that any allegations that Class Members were required to be under Defendants' 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, Defendants contend that no damages can be recovered here, and, even if, *arguendo*, they could, an estimate of three (3) 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. Finally, Defendants contend that many Class Members signed valid arbitration agreements and thus a class action is not tenable here.

2. Recovery of Damages for Non-Compliant Meal Periods

Class Counsel theorized, based on documents produced by Defendants and Class Members' narrative evidence, that Defendants' meal period policies and practices throughout the Class Period were non-compliant. Class Counsel understand from Defendants' policy documents, that Defendants' meal period policies did not provide premium pays for late, short or missed meal periods. Class Counsel theorized, based on Class Members' narrative evidence, that Defendants' meal period practices throughout the Class Period were non-compliant because meal periods were late, short or missed due to: (1) the nature of Defendants' business being in the service industry, such that Class Members were expected to be at the beck and call of every client as they were needed; (2) the distance from the workstations to the timeclocks and break areas; (3) Defendant's practice of recording synthetic time entries for meal periods, i.e., Defendant required Class Members to fill out their time sheets, or management altered Class Members' timesheets, with inaccurate time entries for meal periods to avoid meal premium payments; (4) Defendants' practice of auto-deducting meal periods regardless of whether compliant meal periods were actually taken; and (5) Defendants' practice of a "lock-out system" in online timeclocks preventing Class Members from clocking in from meal periods before the 30-minute period ran to avoid meal premium payments.

Class Counsel theorized, based on documents produced by Defendants and analysis thereof by expert data consultants retained by Class Counsel that 1,151,602 (44.1%) of 2,611,285 meal-eligible shifts had unique facial meal break violations (late, short, or missed meal periods) and there were 1,077 meal period premium payments made by Defendants. Thus, one calculation advanced by Class Counsel resulted in **Defendants' exposure for unique facial meal period violations in the approximate amount of $18,887,243** ([1,080,348 unique facial meal break violations – 1,077 meal period premium payments] x $17.50/hour).

Class Counsel understand that Defendants make the following defenses in connection with this claim: Defendants argue that they had compliant meal period policies and practices. Defendants argue that Class Members took timely and full meal periods. Defendants contend that their policy requires their employees to take timely and full meal periods. Defendants further contend 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. Finally, Defendants contend that many Class Members signed valid arbitration agreements and thus a class action is not tenable here.

3. Recovery of Damages for Non-Compliant Rest Periods

Class Counsel theorized, based on documents produced by Defendants and Plaintiffs' narrative evidence, that Defendants' rest period policies and practices throughout the Class Period were non-compliant because rest periods were on-duty and Class Members were not allowed to leave the premises during rest periods. Notably, there were no rest period premiums ever issued throughout the Class Period.

One calculation performed by Class Counsel resulted in, assuming a 40% violation rate for the 2,981,624 rest-eligible shifts, **Defendants' exposure for failure to provide compliant rest periods in a conservative amount of $20,871,368** (2,981,624 shifts x 0.40 violation rate x $17.50/hour).

Class Counsel understand that Defendants make the following defenses in connection with this claim: Defendants argue that they had compliant rest period policies and practices. Defendants argue that Class Members took timely and full rest periods. Defendants contend that their policy requires their employees to take timely and full rest periods. Defendants further contend 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, Defendants contend that a 40% violation rate is a wild exaggeration of non-compliant rest periods, if there were any. Thus, Defendants contend that *no* monies are owed for this account but, even if any amounts were due, the amount calculated by Class Counsel is excessive. Finally, Defendants contend that many Class Members signed valid arbitration agreements and thus a class action is not tenable here.

4. Wage Statement Violations

Class Counsel theorized that Class Members are entitled to recover penalties for Defendants' 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, Defendants' 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 Defendants that there were 224,111 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. Thus, one calculation performed by Class Counsel, applying an initial violation rate of $50 per pay period and assuming a 40% violation rate, resulted in **Defendants' maximum exposure for wage statement violations in the amount of $4,482,220** (224,111 pay periods x $50/pay period x .40 violation rate).

Class Counsel understand that Defendants make the following defenses in connection with this claim: Defendants contend that the wage statements issued to the employees fully complied with Labor Code section 226. Defendants contend that because they believe 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 Defendants' conduct was not intentional, both of which are requirements of Labor Code section 226 before penalties can issue. Class Counsel also note that all Class Members did not work all pay periods and, therefore, do not qualify for the maximum penalty of $4,000 as calculated in Plaintiffs' exposure model used at mediation. Finally, Defendants contend that many Class Members signed valid arbitration agreements and thus a class action is not tenable here.

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 30 days' worth of wages as waiting time penalty for not being paid all wages due upon separation from employment. Class Counsel theorized, based on relevant documents provided by Defendants, that, under Labor Code section 203, Defendants are 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 Defendants, there were approximately 10,600 Class Members who were terminated or resigned during the relevant statutory period. Thus, one calculation performed by Class Counsel, assuming a 40% violation rate, resulted in **Defendants' exposure for waiting time penalties to be approximately $17,808,000** (10,600 separated Class Members x $17.50/hour x 8 hours x 30 days).

Class Counsel understand that Defendants contend that there is no credence to Plaintiffs' off-the-clock theory and that, thus, no waiting time penalties are owed based on that theory. Finally, Defendants contend that their actions were not "willful" and that, thus, waiting time penalties cannot be awarded. Thus, Defendants argued that no waiting time penalties are owed. Finally, Defendants contend that many Class Members signed valid arbitration agreements and thus a class action is not tenable here.

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6. PAGA Penalties

Class Counsel understand, as of the date of mediation, from the time and payroll data provided by Defendants that Aggrieved Employees collectively worked 240,727 Pay Periods in the PAGA Period. Plaintiffs' claims in the Action under PAGA are substantially similar to those described herein. PAGA penalties include penalties for initial violations and subsequent violations. Defendants contend 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 Defendants at any time were notified by any governmental entity that they violated any Labor Code sections presented in the PAGA Notices and PAGA claims, Class Counsel adjusted the exposure model for Defendants 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 Defendants' maximum exposure in PAGA penalties as follows:

a. Overtime 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 $12,036,350 (240,727 pay periods x $50).

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 $24,072,700 (240,727 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 $12,036,350 (240,727 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 $12,036,350 (240,727 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 $24,072,700 (240,727 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 Defendants indicate that there were approximately 6,788 Aggrieved Employees whose employment was separated during the PAGA Period. This amounts to a maximum exposure of $678,800 (6,788 Aggrieved Employees x $100).

g. Conclusion: In sum, Class Counsel calculated Defendants' 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 $84,933,250. Class Counsel understand that Defendants argued the following in connection with this claim: Defendants contend 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, Defendants defend that PAGA penalties cannot and should not be stacked. Second, Defendants assert that individualized issues predominate the PAGA claims, making the claims unmanageable for trial. Third, Defendants deny that a violation for each pay period can be established. Fourth, Defendants contend that a Court is unlikely to exercise its discretion to award civil penalties under PAGA where, as here, there is no conduct shown by Plaintiffs that would show any Labor Code violation by Defendants is knowing and intentional. Defendants insist that this is especially true in the 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 believe a 90% discount of this claim to be reasonable, resulting in **$8,493,325** as a reasonable estimate of the likelihood of what Plaintiffs may recover at trial for PAGA penalties ($84,933,250 x 0.10). See also *Carrington v. Starbucks Corp*., 30 Cal.App.5th 504, 529 (2018) (upholding trial courts 90% reduction in maximum penalties, from $50 to $5 per initial violation).

7. Conclusion

When including derivative penalties, such as waiting time penalties, wage statement violations, and discretionary PAGA penalties, Class Counsel theorized Defendants' maximum exposure to be approximately **$75,622,252.00**. In all, Class Counsel obtained a Gross Settlement Amount of **$9,750,000.00**. 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, $200,000.00 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 Defendants unnecessarily punitive.

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VII. THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE

Class Counsel seek an attorneys' fees award of *up to* one third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to this Agreement, would amount to $3,250,000.00. Class Counsel also seek reimbursement of costs not to exceed $55,000.00. 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 Defendants and are well within established guidelines.

VIII. THE REQUESTED ENHANCEMENT AWARDS TO THE NAMED PLAINTIFFS AND CLASS REPRESENTATIVES ARE REASONABLE

Plaintiffs are entitled to enhancement awards for their service as class representatives, for answering extensive questions by Class Counsel, for being available and answering questions during mediation, for the risks in being the named plaintiffs and for providing Defendants with a more expansive release of claims, including a waiver based upon California Civil Code section 1542, in exchange for the enhancement awards. Defendants do not oppose the requested enhancement to Plaintiffs. Plaintiffs 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 seek an extremely limited enhancement of $10,000.00 each to plaintiffs Juana Matias, Carmen Chavez Fernandez, Yolanda Membreno de Ayala, Hannah H. Knoerzer, Heriberto Chavez Rodriguez, Maria Rodriguez de Paz, and Graciela Lopez, for a total of $70,000.00 to Plaintiffs.

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.*, (1) "HSS Class Members," defined as all current and former non-exempt, hourly paid employees who worked for HSS, in California at any time during the HSS Class Period; and (2) "KBS Class Members," defined as all current and former non-exempt, hourly paid employees who worked for KBS, in California at any time during the KBS Class Period) 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 for HSS in California at any time during the HSS Class Period or a non-exempt, hourly paid employee who worked for KBS in California at any time during the KBS Class Period based solely from Defendants' payroll records, which amounts to approximately 18,553 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 has been found sufficient. (*See, e.g., Bowles v. Sup. Ct.* (1955) 44 Cal.2d 574.) Class Counsel understand that Defendants identified at least 18,553 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 Defendants failed to pay for all hours worked; whether Defendants 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.) Plaintiffs contend that their claims are typical of those of other Class Members as Plaintiffs: (1) are a non-exempt employees like other Class Members; (2) complain of not being paid for all time under Defendants' control or suffered and/or permitted to work for Defendants; (3) did not receive 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. Thus, Plaintiffs' claims are typical of other Class Members.

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.) Plaintiffs contend, and Defendants do not dispute for Settlement only, both criteria are met in this instance:

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

No conflicts, disabling or otherwise, exists between Plaintiffs and Class Members because

Plaintiffs allege to have been damaged by the same alleged conduct of Defendants (*i.e.*, Plaintiffs classified as non-exempt employees, 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, Plaintiffs assert that, with at least 18,553 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.

X. <u>CONCLUSION</u>

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

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Dated: March 26, 2026

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel

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VEDANG J. PATEL

Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated and aggrieved