

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

GREGORY KNOP, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

PEAK TECHNOLOGY ENTERPRISES, INC.,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21CV376019

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

This is a class and Private Attorneys General Act ("PAGA") action. Plaintiff Gregory Knop alleges defendant Peak Technology Enterprises, Inc. committed various wage and hour violations.

Before the Court is Plaintiff's motion for preliminary approval of class action and PAGA settlement, which is unopposed.

As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the operative first amended complaint ("FAC"), Defendant employed Plaintiff from August 2019 through approximately November 2020. (FAC, ¶ 17.) Defendant failed to: pay all wages (including minimum and overtime wages); provide compliant meal

1 periods or compensation in lieu thereof; provide rest breaks or compensation in lieu thereof; pay
2 wages upon termination; provide complete and accurate wage statements; maintain complete and
3 accurate payroll records; and reimburse for business related expenses. (FAC, ¶¶ 18-45.)

4 Based on the foregoing, Plaintiff initiated this action on February 9, 2021, with the filing
5 of the complaint and on March 16, 2021, he filed the operative FAC, which asserts the following
6 causes of action: (1) violation of Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of
7 Labor Code §§ 226.7 and 512, subd. (a) (unpaid meal period premiums); (3) violation of Labor
8 Code § 226.7 (unpaid rest period premiums); (4) violation of Labor Code §§ 1194, 1197, and
9 1197.1 (unpaid minimum wage); (5) violation of Labor Code §§ 201 and 202 (final wages not
10 timely paid); (6) violation of Labor Code § 204 (wages not timely paid during employment); (7)
11 violation of Labor Code §§ 226, subd. (a) (non-compliant wage statements); (8) violation of
12 Labor Code §, 1174, subd. (d) (failure to keep requisite payroll records); (9) violation of Labor
13 Code §§ 2800 and 2802 (unreimbursed business expenses); and (10) violation of Business &
14 Professions Code §§ 17200, *et seq.*

15 Plaintiff now moves for an order: preliminarily approving the settlement set forth in the
16 Joint Stipulation of Class Action and PAGA Settlement and Release (the “Settlement”);
17 conditionally certifying the proposed settlement class (the “Class”); appointing Plaintiff as the
18 Class Representative; appointing Charles T. Sweeny of Sweeny Law, PC, and Arby Aiwazian,
19 Joanna Ghosh, and Scarlet Tunney of Lawyers *for* Justice, PC as Class Counsel; approving
20 distribution of the Class notice; appointing ILYM Group, Inc. (“ILYM”) as the Settlement
21 Administrator; and setting the hearing for final approval.

22 **II. LEGAL STANDARD FOR SETTLEMENT APPROVAL**

23 **A. Class Action**

24 Generally, “questions whether a [class action] settlement was fair and reasonable,
25 whether notice to the class was adequate, whether certification of the class was proper, and
26 whether the attorney fee award was proper are matters addressed to the trial court’s broad
27 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
28

disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

III. SETTLEMENT PROCESS

On February 9, 2021, Plaintiff initiated this action with the filing of the Complaint and on March 16, 2021, he filed the operative FAC. On July 6, 2021, Plaintiff provided written notice to

1 the Labor and Workforce Development Agency (“LWDA”) and to Defendant. On September 9,
2 2021, Plaintiff filed a separate PAGA action in this Court.

3 On July 18, 2022, the parties attended a mediation with Jeffrey Ross (“Ross”), a
4 respected mediator of complex wage and hour class actions, which did not result in a settlement.
5 On May 4, 2023, Plaintiff propounded multiple sets of written discovery requests. On May 24,
6 2023, Plaintiff noticed the depositions of Defendant’s person(s) most knowledgeable. On July
7 11, 2023, Defendant responded to Plaintiff’s written discovery requests and on October 27, 2023,
8 Defendant provided amended responses and produced documents to Plaintiff.

9 On February 14, 2024, the parties informed the Court that they had tentatively reached a
10 settlement. On March 19, 2024, the parties filed a stipulation to consolidate the actions. On
11 August 30, 2024, with the continued help of Ross, the parties memorialize their tentative
12 settlement with a Memorandum of Understanding (“MOU”). The parties continued to negotiate
13 the terms extensively and ultimately they were able to reach a tentative compromise and on
14 January 15, 2026, they fully executed the Settlement before the Court.

15 **IV. SETTLEMENT PROVISIONS**

16 The non-reversionary gross settlement amount is \$300,000. Attorneys’ fees of up to 35%
17 (\$105,000), litigation costs of up to \$13,005.75, and administrative costs of up to \$7,650.
18 \$50,000 will be allocated to PAGA penalties, with 75% (\$37,500) paid to the LWDA and the
19 remaining 25% (\$12,500) will be distributed to “PAGA Employees” who are defined as “all
20 current and former non-exempt employees employed by Defendant in California at any time
21 during the PAGA Period [July 6, 2020 through November 28, 2024].” Plaintiff will seek an
22 enhancement payment of \$7,500.

23 The net settlement amount—which is estimated to be 116,844.25—will be allocated to
24 “Class Members” who are defined as “all current and former non-exempt employees employed
25 by Defendant in California at any time during the Class Period [February 9, 2017 through
26 November 28, 2024].” For tax purposes, 20% of each individual payment will be allocated to
27 wages and 80% will be allocated to penalties, interests, and fees. Funds associated with checks
28 uncashed will be transmitted to the Greg E. Knoll Justice Gap Fund.

1 In exchange for settlement, Class Members who do not opt out will release:
2 [A]ny and all claims, actions, or cause of action alleged in the Class Complaint or
3 that could have been alleged based upon the facts alleged in the Class Complaint,
4 arising during the Class Period, including but not limited to, for failure to properly
5 pay overtime (including at the regular rate), failure to pay minimum wages,
6 failure to provide compliant meal periods and associated premiums, failure to
7 provide compliant rest periods and associated premiums, failure to timely pay
8 wages upon termination, during employment and associated waiting-time
9 penalties, failure to provide compliant wage statements, failure to keep requisite
10 payroll records, failure to reimburse necessary business expenses in violation of
11 California Labor Code section [201-204], 226, subd.(a), 226.7, 510, 512, subd.(a),
12 551, 552, 1174, subd. (d), 1194, 1197, 1197.1, 1198, 2802, and Industrial Welfare
13 Commission Wage Orders (including, *inter alia*, Nos. 4-2001 and 9-2001) and
14 violation of Business & Professions Code section 17200, *et seq.* based on the
15 aforementioned.

16 PAGA Employees, who consistent with the statute will not be able to opt out of
17 the PAGA portion of the settlement, will release:

18 [All] claims for civil penalties under the [PAGA] California Labor Code §§ 2698,
19 *et seq.*, that were alleged in the PAGA Notice and PAGA Complaint in the PAGA
20 Action or that reasonably could have been alleged based on the factual allegations
21 in the PAGA Notice and PAGA Complaint in the PAGA Action, arising during
22 the PAGA Period, against any of the Released Parties, for violations of the
23 California Labor Code, including *inter alia* sections [201-204], 226, subd.(a),
24 226.7, 510, 512, subd.(a), 551, 552, 1174, subd. (d), 1194, 1197, 1197.1, 1198,
25 2802, and Industrial Welfare Commission Wage Orders (including, *inter alia*,
26 Nos. 4-2001 and 9-2001) for failure to pay all and overtime wages due (including
27 overtime wages at the regular rate); failure to provide compliant meal periods and
28 associated premiums; failure to provide compliant rest periods and associated

1 premiums; failure to pay all minimum wages due; failure to pay all wages timely
2 during employment; failure to pay all wages timely at the time of termination;
3 failure to provide complete, accurate, or properly formatted wage statements;
4 failure to maintain requisite payroll records; and failure to reimburse business
5 expenses.

6 The foregoing releases are appropriately tailored to the allegations at issue.

7 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

8 **V. FAIRNESS OF SETTLEMENT**

9 Based on available data provided by Defendant, Class Counsel estimated Defendant's
10 maximum exposure as follows: \$545,279.67 (failure to pay overtime wages); \$363,519.78
11 (failure to pay minimum wages); \$363,519.78 (failure to provide compliant meal periods and
12 associated premiums); \$363,519.78 (failure to provide compliant rest periods and associated
13 premiums); \$582,499.21 (failure to timely pay wages after termination (and waiting-time
14 penalties); \$453,400 (failure to provide compliant wage statements); \$140,790 (failure to
15 reimburse necessary business expenses)—totaling \$2,812,528.22. Class Counsel estimated
16 PAGA penalties to be approximately \$231,000.

17 Class Counsel then considered the following factors and accordingly discounted each
18 claim: risks associated with obtaining and maintaining class certification (35%-80%); risks
19 associated with succeeding on the merits and establishing liability (35%-75%); and risks
20 associated with proving the extent of damages and obtaining an award (40%-75%).

21 On this basis, Class Counsel calculated Defendant's realistic exposure as follows:
22 \$44,303.97 (failure to pay overtime wages); \$20,357.11 (failure to pay minimum wages);
23 \$31,807.98 (failure to provide compliant meal periods and associated premiums); \$9,087.99
24 (failure to provide compliant rest periods and associated premiums); \$104,121.73 (failure to
25 timely pay wages after termination (and waiting-time penalties); \$47,890.38 (failure to provide
26 compliant wage statements); \$2,956.59 (failure to reimburse necessary business expenses)—
27 totaling \$260,525.75 and PAGA penalties were realistically estimated to be about \$45,738.
28

1 The proposed settlement represents 9.85% of the maximum exposure, which is within the
2 general range of percentage recoveries that California courts have found to be reasonable.
3 (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG)
4 2022 U.S. Dist. LEXIS 30201, at *41-42 [citing cases indicating that a general range of 5 to 35
5 percent of the maximum potential exposure is reasonable.].) Moreover, the proposed settlement
6 represents 97.9% of the realistic exposure which is well above the range typically approved by
7 courts.

8 Considering the portion of the case's value attributable to uncertain penalties, claims that
9 could be difficult to certify for Class treatment, and the multiple, dependent contingencies that
10 Plaintiff would have had to overcome to prevail on his claims, the settlement achieves a good
11 result for the Class. For purposes of preliminary approval, the Court finds that the settlement is
12 fair and reasonable to the class, and the PAGA allocation is genuine, meaningful, and reasonable
13 in light of the statute's purposes.

14 **VI. PROPOSED SETTLEMENT CLASS**

15 Plaintiff requests certification of the following Class for settlement purposes:

16 All current and former non-exempt employees employed by Defendant in
17 California at any time during the Class Period

18 **A. Legal Standard for Certifying a Class for Settlement Purposes**

19 Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order
20 approving or denying certification of a provisional settlement class after [a] preliminary
21 settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a
22 class "when the question is one of a common or general interest, of many persons, or when the
23 parties are numerous, and it is impracticable to bring them all before the court"

24 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:

25 (1) an ascertainable class and (2) a well-defined community of interest among the class
26 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
27 *Drug Stores*).) "Other relevant considerations include the probability that each class member
28 will come forward ultimately to prove his or her separate claim to a portion of the total recovery

1 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
2 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
3 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
4 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

5 In the settlement context, “the court’s evaluation of the certification issues is somewhat
6 different from its consideration of certification issues when the class action has not yet settled.”
7 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
8 settlement-only context, the case management issues inherent in the ascertainable class
9 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
10 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
11 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
12 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

13 **B. Ascertainable Class**

14 A class is ascertainable “when it is defined in terms of objective characteristics and
15 common transactional facts that make the ultimate identification of class members possible when
16 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
17 (*Noel*)). A class definition satisfying these requirements

18 puts members of the class on notice that their rights may be adjudicated in the
19 proceeding, so they must decide whether to intervene, opt out, or do nothing and
20 live with the consequences. This kind of class definition also advances due
21 process by supplying a concrete basis for determining who will and will not be
22 bound by (or benefit from) any judgment.

23 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

24 “As a rule, a representative plaintiff in a class action need not introduce evidence
25 establishing how notice of the action will be communicated to individual class members in order
26 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
27 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
28 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on

1 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
2 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
3 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
4 own account records. No more is needed.”].)

5 Here, the estimated 171 Class Members are readily identifiable based on Defendant’s
6 records, and the settlement class is appropriately defined based on objective characteristics. The
7 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

8 **C. Community of Interest**

9 The “community-of-interest” requirement encompasses three factors: (1) predominant
10 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
11 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
12 Cal.4th at pp. 326, 332.)

13 For the first community of interest factor, “[i]n order to determine whether common
14 questions of fact predominate the trial court must examine the issues framed by the pleadings
15 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
16 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict
17 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
18 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
19 jointly tried, when compared with those requiring separate adjudication, are so numerous or
20 substantial that the maintenance of a class action would be good for the judicial process and to
21 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
22 (*Lockheed Martin*).) “As a general rule if the defendant’s liability can be determined by facts
23 common to all members of the class, a class will be certified even if the members must
24 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

25 Here, common legal and factual issues predominate. Plaintiff’s claims all arise from
26 Defendant’s wage and hour practices.

27 As for the second factor,
28

1 The typicality requirement is meant to ensure that the class representative is able
2 to adequately represent the class and focus on common issues. It is only when a
3 defense unique to the class representative will be a major focus of the litigation,
4 or when the class representative's interests are antagonistic to or in conflict with
5 the objectives of those she purports to represent that denial of class certification is
6 appropriate. But even then, the court should determine if it would be feasible to
7 divide the class into subclasses to eliminate the conflict and allow the class action
8 to be maintained.

9 (*Medrazo v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations,
10 brackets, and quotation marks omitted.)

11 Like the other members of the proposed Class, Plaintiff was employed by Defendant, and
12 he alleges that he experienced the violations at issue. The anticipated defenses are not unique to
13 Plaintiff, and there is no indication that Plaintiff's interests are otherwise in conflict with those of
14 the proposed Class.

15 Finally, adequacy of representation "depends on whether the plaintiff's attorney is
16 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
17 interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
18 representative does not necessarily have to incur all of the damages suffered by each different
19 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
20 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not
21 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
22 will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks
23 omitted.)

24 Plaintiff has the same interest in maintaining this action as any class member would have.
25 Further, he has hired experienced counsel. Plaintiff has sufficiently demonstrated adequacy of
26 representation.

27 **D. Substantial Benefits of Class Certification**

28

1 “[A] class action should not be certified unless substantial benefits accrue both to
2 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
3 internal quotation marks omitted.) The question is whether a class action would be superior to
4 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
5 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
6 class action is proper where it provides small claimants with a method of obtaining redress and
7 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
8 120–121, internal quotation marks omitted.)

9 Here, there are an estimated 171 Class Members. It would be inefficient for the Court to
10 hear and decide the same issues separately and repeatedly for each Class Member. Further, it
11 would be cost prohibitive for each Class Member to file suit individually, as each member would
12 have the potential for little to no monetary recovery. It is clear that a class action provides
13 substantial benefits to both the litigants and the Court in this case.

14 VII. NOTICE

15 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
16 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
17 for class members to follow in filing written objections to it and in arranging to appear at the
18 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
19 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
20 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
21 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
22 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
23 3.766(e).)

24 Here, the notice, which will be provided in English and Spanish, informs the Class
25 Members of the nature of the lawsuit and their rights under the terms of the Settlement and
26 applicable law. It includes: a detailed explanation of the case, including the basic contentions or
27 denials of the Parties and the basic terms of the Settlement; a statement that the court will
28 exclude the member from the class if they request so by a specified date; a procedure for the

1 member to follow in requesting exclusions from the Class; an explanation that members of the
2 Class can participate in the Settlement by doing nothing; a statement that the judgment, whether
3 favorable or not, will bind all members who do not request exclusion; and a statement that any
4 member who does not request exclusion may, if the member so desires, enter an appearance
5 through counsel. Class Members are given 45 days to exclude themselves or object. The form of
6 notice is adequate and thus, it is approved.

7 Regarding appearances at the final fairness hearing, the notice shall be modified to
8 instruct Class members as follows:

9 Although class members may appear in person, the judge overseeing this case
10 encourages remote appearances. Class members who wish to appear remotely
11 should contact class counsel at least three days before the hearing if possible.
12 Remote appearances must be made through UDC, unless otherwise arranged with
13 the Court. Please go to [https://santaclara.courts.ca.gov/online-services/remote-](https://santaclara.courts.ca.gov/online-services/remote-hearings)
14 hearings to find the appropriate link. Also, please note that that you must register
15 in advance to appear remotely.

16 Turning to the notice procedure, as articulated above, the parties have selected ILYM as
17 the Settlement Administrator. No later than 21 days after preliminary approval, Defendant will
18 deliver the Class List to ILYM. In turn, within 14 days after receiving the Class List, ILYM will
19 perform a search on the National Change of Address Database to update and correct any
20 addresses and mail the notice packet. Any returned notices will be re-mailed to any forwarding
21 address provided or a better address located through a skip trace or other search. Class Members
22 who receive remailed notices will have an additional 15 days to respond. These notice
23 procedures are appropriate and are approved.

24 **VIII. SERVICE AWARD, ATTORNEYS FEES, AND COSTS**

25 Plaintiff requests a Class Representative enhancement payment of \$7,500.

26 The rationale for making enhancement or incentive awards to named plaintiffs is
27 that they should be compensated for the expense or risk they have incurred in
28 conferring a benefit on other members of the class. An incentive award is

1 appropriate if it is necessary to induce an individual to participate in the suit.
2 Criteria courts may consider in determining whether to make an incentive award
3 include: 1) the risk to the class representative in commencing suit, both financial
4 and otherwise; 2) the notoriety and personal difficulties encountered by the class
5 representative; 3) the amount of time and effort spent by the class representative;
6 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)
7 enjoyed by the class representative as a result of the litigation. These “incentive
8 awards” to class representatives must not be disproportionate to the amount of
9 time and energy expended in pursuit of the lawsuit.

10 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal
11 punctuation and citations omitted; see also *Covillo v. Specialty’s Café* (N.D. Cal. 2014) 2014
12 U.S.Dist.LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff
13 undertakes a significant “reputational risk” in bringing an action against an employer].)

14 While Plaintiff submitted a declaration, which describes his communication with Class
15 Counsel and tasks performed, he did not provide an estimate of the amount of time spent in
16 connection with the action. Accordingly, prior to final approval, Plaintiff shall submit a
17 supplemental declaration indicating how many hours he spent working on this litigation and any
18 other factors he would like the Court to consider.

19 The Court also has an independent right and responsibility to review the requested
20 attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los*
21 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Class Counsel will seek
22 attorneys’ fees of up to 35% of the gross settlement amount (currently estimated to be \$105,000),
23 and litigation costs up to \$13,005.75. Prior to any final approval hearing, Class Counsel shall
24 submit lodestar information (including hourly rate and hours worked) as well as evidence of
25 actual litigation costs incurred.

26 **IX. CONCLUSION**

27 Plaintiff’s motion for preliminary approval is GRANTED.
28

1 The final approval hearing shall take place on **October 29, 2026** at 1:30 in Department
2 22. The following class is preliminarily certified for settlement purposes:
3 All current and former non-exempt employees employed by Defendant in
4 California at any time during the Class Period.
5
6
7

8 **IT IS SO ORDERED.**

9 Date: 4/30/26



BETH MCGOWEN
Judge of the Superior Court