

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO**

**23CV008209: NWEKE, et al. vs KERBEROS INTERNATIONAL, INC, A TEXAS
CORPORATION, et al.**

06/20/2025 Hearing on Motion for Preliminary Approval of Settlement in Department 22

Tentative Ruling

****Due to the Court's schedule, this matter will be heard on June 27, 2025 at 9:00 a.m.****

Plaintiffs Udoka Nweke and Farley Lewis Doxey's ("Plaintiffs") motion for preliminary approval of the Parties' class and Private Attorneys General Act ("PAGA") settlement is UNOPPOSED and tentatively GRANTED, subject to (1) Plaintiffs' filing a copy of their Labor and Workforce Development Agency ("LWDA") letter and revised Class Notice, and (2) the Parties clarification regarding the scope of the class and PAGA releases, the cy pres beneficiary, and the Administrator's expenses payment. Accordingly, the Parties' **APPEARANCE IS REQUIRED**.

Moving counsel failed to file a Notice of Motion. Moving counsel is directed to contact opposing counsel and advise them of Local Rule 1.06, the Court's tentative ruling procedure, and the manner to request a hearing.

Status Conference (Compliance Hearing) is scheduled for 07/11/2025 at 10:30 AM in Department 22 at Gordon D. Schaber Superior Court.

Hearing on Motion for Final Approval of Settlement is scheduled for 12/19/2025 at 9:00 AM in Department 22 at Gordon D. Schaber Superior Court.

The Court has provided specific direction on the information and argument the Court requires to grant a motion for preliminary and final approval of a class action settlement. The Parties shall carefully review the Checklist for Approval of Class Action Settlements and fully comply with each applicable item to ensure a prompt ruling from the Court.

Moving Counsel's declaration fails to attest that they have reviewed the Court's checklist and their briefing complies with the checklist, as required by Local Rule 2.99.05. The Court, in its discretion, has nonetheless considered Plaintiff's motion. Counsel is admonished that any future failure to include the attestation in counsel's declaration may result in the denial of the motion without prejudice. (Local Rule 2.99.05(C).) Failure to comply with the checklist may lead to an order to show cause regarding sanctions and/or a reduction in the requested attorneys' fee award. (*Id.*, 2.99.05(D).)

Background

On September 8, 2023, Plaintiff Nweke filed a class action complaint alleging causes of action

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against Defendant Kerberos International, Inc. (“Defendant”) for (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); (4) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (5) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202, and 203); (6) Failure to Indemnify (Lab. Code § 2802); and (7) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). (Keledjian Decl., ¶ 3.) Plaintiff Nweke simultaneously gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on September 8, 2023. (*Ibid.*) On November 16, 2023, Plaintiff Nweke filed his First Amended Complaint, which added claims for penalties under PAGA. (*Ibid.*) On March 15, 2025, Plaintiff Nweke filed the Second Amended Complaint adding Plaintiff Doxey. (*Id.*, 4.)

Plaintiffs now seek preliminary approval of the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”). (Keledjian Decl., ¶ 2, Exh. 1 (“SA”)) On May 28, Counsel submitted the Agreement and this motion to the LWDA concurrently with the filing of this motion pursuant to Labor Code section 2699(1)(2). (*Id.*, ¶ 56, Exh. 3.)

The Agreement makes clear that Plaintiff Nweke sent a PAGA notice on September 8, 2023 and Plaintiffs subsequently submitted an amended PAGA notice on August 28, 2024. (SA, ¶ 2.2.) However, Plaintiffs fail to provide copies of these notices. Plaintiffs must do so now.

Legal Standard

The law favors the settlement of lawsuits, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. (See *Nearby v. Regents of Univ. of Cal* (1992) 3 Cal.4th 273, 277-281; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 52.) However, a class action may not be dismissed, compromised, or settled without approval of the court, and the decision to approve or reject a proposed settlement is committed to the court’s sound discretion. (See Cal. Rules of Court, Rule 3.769; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (*Wershba*.)

In determining whether to approve a class settlement, the court’s responsibility is to “prevent fraud, collusion or unfairness to the class” through settlement because the rights of the class members, including the named plaintiffs, “may not have been given due regard by the negotiating parties.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 60.) The court must independently determine “whether the settlement is in the best interests of those whose claims will be extinguished” and “make an independent assessment of the reasonableness of the terms to which the parties have agreed.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The burden of establishing the fairness and reasonableness of the settlement is on the proponent. (*Wershba, supra*, 91 Cal.App.4th at p. 245;

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see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135 1165-66.)

The Court does not rubber stamp these motions, but rather serves as a guardian of absent class members' rights to ensure the settlement is fair. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.) "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" (*7-Eleven, supra*, 85 Cal.App.4th at p. 1145.) "A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. Compromise is inherent and necessary in the settlement process. Thus, even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" (*Wershba, supra*, 91 Cal.App.4th at p. 250, citations omitted.) The court's primary objective for preliminary approval is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a final fairness hearing. (Rubenstein et al., *Newberg on Class Actions* (6th ed. 2024) § 13:10.)

Provisional Class Certification

If the class has not yet been certified, part of the motion for preliminary approval will include a request for provisional certification for purposes of settlement only. (See Cal. Rule of Court, Rule 3.769.) Although the provisional process is less demanding than a traditional motion for class certification, a trial court reviewing an application for preliminary approval of a settlement must still find that the normal class prerequisites have been met. (See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); in accord, *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.)

Here, Plaintiffs seek provisional certification of the following class: "all persons employed by Defendant in hourly or non-exempt positions in California during the Class Period." (SA, ¶ 1.5.) The Class Period means the period from September 22, 2022, through April 4, 2024.

Plaintiffs argue that provisional certification is appropriate because (1) the class of approximately 62 individuals is sufficiently numerous and ascertainable from Defendant's records; (2) common issues of fact and law predominate because Plaintiffs have alleged a single scheme and the Class is united in its proof; (3) Plaintiffs' claims are typical because they arose from the same factual basis and are based on the same legal theories; (4) Plaintiffs are adequate representatives because they have retained experienced Counsel, their interests are aligned with those of the Class, and they have devoted substantial time and energy to litigating this action; and (5) a class action is superior to other available methods for the fair and efficient adjudication of this controversy. (Mot., pp. 8:15-12:1.) The Court finds Plaintiffs' arguments persuasive and provisionally certifies the Class for settlement purposes for the reasons specified in Plaintiffs'

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moving papers.

Class Representative and Class Counsel

Plaintiffs are appointed as Class Representatives. (SA, ¶ 1.13.) David Yeremian, David Keledjian, and David Arakelyan of D.Law, Inc. are appointed as Class Counsel. (*Id.*, ¶ 1.6.)

Fair, Adequate, and Reasonable Settlement

Before approving a class action settlement, the Court must find that the settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The Court considers such factors 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 class members to the proposed settlement.” (*Ibid.*) “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.*, at p. 1802.)

Under the terms of the Agreement, Defendant denies liability, but agrees to pay a Gross Settlement Amount (“GSA”) of \$80,000 to resolve Plaintiffs’ claims. (SA, ¶¶ 1.22, 2.8, 3.1.) Defendant will separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class Payments. (*Id.*, ¶ 3.1.) The Administrator will disburse the entire GSA without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment, and none of the GSA will revert to Defendant. (*Ibid.*) The GSA will be paid in two installments, with 50% paid at the later of January 31, 2026 or 30 days after the Court grants final approval and the remaining 50% paid 90 days thereafter. (*Id.*, ¶¶ 1.22, 4.3.)

The following amounts will be paid from the GSA:

- Class Representative service payments of not more than \$10,000, with \$5,000 paid to each named Plaintiff. (SA, ¶ 3.2.1.)
- A Class Counsel fees payment of not more than 33.3% of the GSA, which is estimated to be \$26,667.67, and a Class Counsel litigation expenses payment of not more than \$20,000. (*Id.*, ¶ 3.2.2.)
- An Administrator expenses payment not to exceed \$3,000, except for a showing of good cause and as approved by the Court. (*Id.*, ¶ 3.2.3.)
- A PAGA penalties payment of \$8,000, with 75% (\$6,000) allocated to the LWDA and 25% (\$2,000) allocated to the Aggrieved Employees as Individual PAGA Payments. (*Id.*, ¶ 3.2.5.)

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The remaining amount – the Net Settlement Amount (“NSA”) is approximately \$12,332.33 and will be distributed to the Participating Class Members as Individual Class Payments. (SA, ¶¶ 1.23, 1.28.) An Individual Class Payment will be calculated by (1) dividing the NSA by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. (*Id.*, ¶ 3.2.4.) For tax purposes, 20% of each Individual Class Payment will be allocated to the settlement of wage claims and will be reported on an IRS W-2 Form and the remaining 80% will be allocated to the settlement of claims for interest and penalties and will be reported on IRS 1099 Forms. (*Id.*, ¶ 3.2.4.1.) Similarly, the Aggrieved Employees’ portion of the PAGA penalties will be allocated on a pro rata basis by (a) dividing their share of the PAGA penalties by the total number of PAGA Period pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period pay periods. (*Id.*, ¶ 3.2.5.1.) The Individual PAGA Payments will be reported on IRS 1099 Forms. (*Id.*, ¶ 3.2.5.2.)

The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. mail. (SA, ¶ 4.4.1.) The face of each check shall prominently state the date – not less than 180 days after the date of mailing – when the check will be voided. (*Ibid.*) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, “the Administrator shall transmit the funds represented by such checks to Controller of the State of California (‘Cy Pres Recipient’).” (SA, ¶ 4.4.3.) The Court assumes this is a reference to the Controller’s Unclaimed Property Fund; however, the Parties must confirm.

Not later than 30 days after the Court grants preliminary approval, Defendant will deliver the Class Data to the Administrator. (SA, ¶ 4.2.) Using best efforts to perform as soon as possible, and in no event later than 7 days after receiving the Class Data, the Administrator will send the Class Members the Class Notice via USPS mail. (*Id.*, ¶ 7.4.2.) Before mailing the notices, the Administrator shall update Class Member addresses using the National Change of Address database. (*Ibid.*) Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Notice using any forwarding address provided. (*Id.*, ¶ 7.4.3.) If the USPS does not provide a forwarding address, the Administrator shall conduct a search and re-mail the Notice to the most current address obtained. (*Ibid.*) Class Members will have 60 days after the Administrator mails the Class Notice packets to request exclusion from the settlement, challenge the calculation of workweeks/PAGA periods, and/or object to the settlement. (*Id.*, ¶¶ 1.43, 7.5.1, 7.6, 7.7.2.) Class Members whose Notice is re-mailed shall have an additional 14 calendar days beyond the 60 days otherwise provided. (*Id.*, ¶¶ 1.43, 7.4.4.)

Effective on the date when Defendant fully funds the entire GSA, Plaintiffs, Class Members, and Class Counsel will release claims against the Released Parties as follows:

- Plaintiffs are subject to a general release. (SA, ¶¶ 5, 5.1.)

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- “Release by Participating Class Members: All Participating Class Members [...] release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint ***and ascertained in the course of the Action*** including but not limited to, any and all claims involving all alleged (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay hourly wages and overtime; (4) failure to provide accurate written wage statements; (5) failure to timely pay all final wages; (6) failure to indemnify; (7) unfair competition; and (8) Civil penalties during the Class Period.” (*Id.*, ¶¶ 5, 5.2 [emphasis added].)
- “Release by Aggrieved Employees: All ***Non-Participating Class Members who are*** Aggrieved Employees are deemed to release [...] the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices ***and ascertained in the course of the Action.***” (*Id.*, ¶¶ 5, 5.3 [emphasis added].)

The Court is concerned that the bold and italicized language above renders the releases confusing and overbroad. The phrase “Non-Participating Class Members who are” contradicts the heading of Aggrieved Employees. Removing this phrase would create separate class and PAGA releases, consistent with the governing case law, and ensure that all Participating Class Members and all Aggrieved Employees are covered by a release. In addition, the releases include the phrase “or ascertained in the course of the Action.” The Court is concerned this phrase is not appropriate and renders the releases overbroad. Moreover, as a practical matter, this phrase provides no clarity as to the scope of the releases because those facts are undefined and not reasonably knowable to any future litigant or court attempting to resolve res judicata issues. The Court believes the bold and italicized language should be removed from both the Class and PAGA releases. The Parties shall be prepared to address the Court’s concerns, including whether they are agreeable to the Court’s proposed revisions.

Plaintiffs’ moving papers demonstrate that the settlement was reached after sufficient investigation and arms-length negotiations. After serving and responding to discovery and discussing the claims and issues in the Action, the Parties agreed to explore early resolution via mediation and engage in informal discovery prior to mediation. (Keledjian Decl., ¶ 5.) Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiffs’ personnel file and other documentation; (4) interviewing Plaintiffs regarding responses to discovery requests and their working conditions; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendant; and (7) reviewing information provided by Defendant in response to informal discovery and in advance of the mediation. (*Id.*, ¶ 17.) On February 18, 2025, the Parties participated in an all-day mediation with mediator Louis Marlin, a

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respected and highly experienced mediator in wage and hour class actions. (*Id.*, ¶ 19.) During mediation, counsel for Plaintiffs and Defendant discussed all aspects of the case, including the risks of litigation and the risks to both parties of proceeding with a class certification motion, as well as the law on unpaid wages, meal periods, rest periods, wage statements, final pay, and reimbursement. (*Ibid.*)

Plaintiffs estimated Defendant’s exposure as follows:

Claim	Maximum Exposure	Discount	Realistic Exposure
Failure to Pay Minimum and Overtime Wages	\$19,579.08	50% discount	\$9,789.54
Meal Periods	\$48,654.60	50% discount	\$24,327.30
Rest Breaks	\$64,442.92	70% discount	\$19,332.88
Wage Statement Violations	\$27,650.00	50% discount	\$13,825.00
Waiting Time Penalties	\$311,858.50	50% discount	\$155,929.25
Failure to Reimburse	\$620.00	100% discount	\$0
PAGA	\$55,300.00	70% discount	\$16,590.00
Total:	\$528,105.10		\$239,793.97

(Keledjian Decl., ¶¶ 59-80.) Counsel adequately describes the underlying assumptions and methodologies for Defendant’s exposure, Defendant’s defenses, and the discounts applied for settlement purposes. (*Ibid.*) Plaintiffs also considered Defendant’s financial condition. (*Id.*, ¶ 24.) The GSA represents approximately 33.36% of Defendant’s realistic exposure and 15.15% of Defendant’s realistic exposure.

Counsel attests to their extensive experience in similar cases. (Keledjian Decl., ¶¶ 88-94.) Counsel attests to their belief that the settlement is fair, reasonable, and adequate. (*Id.*, ¶¶ 20.) Based on the foregoing, the Court preliminarily finds, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness and that all relevant factors support preliminary approval.

PAGA Payment

The Agreement provides for a PAGA penalties payment of \$8,000, with 75% (\$6,000) allocated to the LWDA and 25% (\$2,000) allocated to the Aggrieved Employees as Individual PAGA Payments. (SA, ¶ 3.2.5.) The Aggrieved Employees are any “person employed by Defendant, in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period. (*Id.*, ¶ 1.4.) The PAGA Period means the period from September 22, 2022 through April 4, 2024. (*Id.*, ¶ 1.31.) As discussed above, the Aggrieved Employees’ portion will be distributed on a pro rata basis, and the Aggrieved Employees are subject to a separate release.

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(*Id.*, ¶¶ 1.24, 3.2.5, 5.3.) The Agreement makes clear that Aggrieved Employees cannot opt out of the PAGA portion of the settlement. (*Id.*, ¶ 7.5.4.)

Plaintiffs estimated Defendant’s maximum PAGA exposure to be \$55,300.00, based on 553 PAGA Period pay periods and a \$100 per violation penalty. (Keledjian Decl., ¶ 80.) However, Counsel acknowledged that any PAGA recovery would be substantially reduced and applied discounts in light of Defendant’s countervailing arguments with regard to the underlying Labor Code claims and the Court’s discretion to reduce penalties. (*Ibid.*) Accordingly, Counsel applied a 70% discount to get a realistic exposure of \$16,590.00. (*Ibid.*) The Agreement’s PAGA allocation represents approximately 14.47% of Defendant’s maximum exposure and 48.22% of Defendant’s realistic exposure. The Court finds the PAGA allocation reasonable under the circumstances and it is preliminarily approved.

Proposed Class Notice

The notice to Class Members must fairly apprise the prospective members of the terms of the settlement without expressing an opinion on the merits of the settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164; see also Cal. Rules of Court, Rule 3.769.) “Whether a claimant would want to accept or reject the proposed settlement is a decision to be made by him independently and without influence or pressure from those competing parties who either favor or oppose the settlement.” (*Phila. Hous. Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa. 1970) 323 F.Supp. 364, 378.)

The proposed Notice fairly describes the settlement. (SA, Exh. A.) However, the following issues should be corrected/clarified:

- (1) If the Parties confirm that any unclaimed funds will be transferred to the Unclaimed Property Fund, the Court recommends that the references to the “cy pres beneficiary” be removed. The Notice should make clear that the funds will be deposited with the California Controller’s Unclaimed Property Fund in the Class Member’s name. The Notice should also explain that Class Members whose settlement funds are deposited with the Unclaimed Property Fund should consult the rules of the Fund for instructions on how to retrieve their money. (Notice, pp. 3, 4.)
- (2) The Notice must be revised to accurately describe the NSA and the payments to be made from the GSA. (*Id.*, p. 4.) For example, the Notice describes the “Net Settlement Fund,” incorrectly describes the LWDA PAGA penalties portion, and omits the Aggrieved Employees portion of the PAGA penalties portion.
- (3) If the Parties accept the Court’s proposed revisions to the Class and PAGA releases, the Notice must be revised accordingly. (*Id.*, p. 5.)
- (4) The Notice should also inform Class Members that if they desire to appear remotely at the final approval hearing, they can join via the Department’s Zoom link or phone number and provide the following access information for the appropriate Department in

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the Notice: To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>;
To join by phone: (833) 568-8864 / ID: 16184738886. (*Id.*, p. 6.)

With these revisions, the Notice is approved.

Class Counsel Fees and Costs

The Agreement provides for a Class Counsel fees payment of not more than 33.3% of the GSA, which is estimated to be \$26,667.67, and a Class Counsel litigation expenses payment of not more than \$20,000. (SA, ¶ 3.2.2.) Plaintiffs argue that the requested fee payment is (1) reasonable as a percentage of the common fund, (2) consistent with awards approved in similar actions, and (3) “will fairly compensate Class Counsel for their successful vindication of Class Members’ rights, taking into account the quality, nature, and extent of counsel’s efforts, the outstanding results achieved, the fact that no one objected to the fee amount and the fact that the amount of fees for which approval is sought is consonant with legal precedent.” (Mot., pp. 21:8-24:6.) Plaintiffs further argues that the requested fee award is justified based on the lodestar method. (*Id.*, pp. 24:7-26:4.)

The requested award is preliminarily approved. In moving for final approval, the Court expects Counsel to support their arguments with respect to this amount, including by providing information necessary to perform a lodestar analysis. (See *In re Activision Sec. Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1379; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 & fn. 13.; *Martin v. Ameripride Servs.* (S.D. Cal. June 9, 2011), 2011 WL 2313604 at *22 (collecting cases); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal 2010) 266 F.R.D. 482, 491 (same); see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 & n.11.)

The Court also preliminarily approves the Agreement’s costs allocation with the expectation that Counsel will provide a declaration, in moving for final approval, that shows actual costs.

Settlement Administrator

The Parties have jointly selected Apex Class Action, LLC (“Apex”) to serve as the Administrator. (SA, ¶ 7.1.) The Agreement provides for an Administrator expenses payment not to exceed \$3,000, except for a showing of good cause and as approved by the Court. (*Id.*, ¶ 3.2.3.) However, Apex attests that its administration fees will not exceed \$4,200. (Hartranft Decl., ¶ 7, Exh. B.) Plaintiffs motion only addresses the Agreement’s allocation, not Apex’s estimate.

Apex is appointed as Settlement Administrator and the allocation is reasonable and preliminarily approved, subject to Plaintiffs clarifying the expenses payment amount.

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Class Representative Service Payment

Class Representative service payments of not more than \$10,000, with \$5,000 paid to each named Plaintiff. (SA, ¶ 3.2.1.) Plaintiffs describe their efforts and provide an estimate of the time they spent prosecuting this action. (Nweke Decl., ¶¶ 9-10 [30 hours]; Doxey Decl., ¶¶ 9-10 [20 hours].)

The requested service payments are preliminarily approved.

Compliance Hearing

The Court sets a Compliance Hearing for **July 11, 2025 at 10:30 a.m.** No later than July 3, 2025, Plaintiffs shall file: (1) a copy of their LWDA letter (2) a revised Class Notice and redline copy, and (3) a declaration clarifying the cy pres beneficiary and the Administrator's expenses payment.

If the Parties accept the Court's proposed revisions to the Class and PAGA releases, Plaintiffs shall also file proof of the Agreement's amendment^[1] and submission of the amended Agreement to the LWDA.

If the Parties adequately address the Court's concerns, the Court will sign the Proposed Order, and no appearance will be required.

Final Approval Hearing

The Court will again review and consider the terms of this settlement at the time of the final approval hearing. The Court sets a Final Approval Hearing for **December 19, 2025 at 9:00 a.m.** If either party is unavailable on that date, the parties shall meet and confer to identify three other Fridays at 9:00 a.m. that work for the parties to schedule the hearing. They shall then submit those dates to the Court via email at Dept22@saccourt.ca.gov, and the Court will reschedule the hearing accordingly.

The briefing shall be filed in conformity with Code of Civil Procedure section 1005.

^[1] The Court notes that the Agreement provides that it "may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court." (SA, ¶ 11.9.)

The Court has ordered the Parties' appearance. The Parties are encouraged to appear via

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Zoom with the links below:

To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone dial (833) 568-8864 ID 16184738886

Parties requesting services of a court reporter may arrange for private court reporter services at their own expense, pursuant to Government code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. The list of Court Approved Official Reporters Pro Tempore is available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>.

If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a [Stipulation and Appointment of Official Reporter Pro Tempore \(CV/E-206\)](#) must be signed by each party, the private court reporter, and the Judge. The signed form must be filed with the clerk prior to the hearing.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a [Request for Court Reporter by a Party with a Fee Waiver \(CV/E-211\)](#). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's Office and an official reporter will be provided.

Counsel for Plaintiffs is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.