

1 March 21, 2025, Plaintiffs filed the operative SAC, which asserts the following claims: (1)
2 failure to pay minimum wages; (2) failure to pay wages and overtime (Lab. Code § 510); (3)
3 meal period liability (Lab. Code §§ 226.7 & 512); (4) rest break liability (Lab. Code § 226.7 &
4 512); (5) violation of Labor Code § 226; (6) violation of Labor Code § 221; (7) violation of
5 Labor Code § 204; (8) violation of Labor Code §§ 201-203; (9) failure to maintain records (Lab.
6 Code §§ 1174, & 1174.50); (10) failure to produce requested records (Lab. Code §§ 226 & 198);
7 (11) failure to reimburse necessary business expenses (Lab. Code § 2802); (12) violation of
8 Business & Professions Code § 17200, *et seq.*; (13) civil penalties under the PAGA (Lab. Code §
9 2698 *et seq.*; and (14) failure to pay sick wages (Lab. Code §§ 201-203, 210, 233, 246).

10 Plaintiffs now seek an order: preliminarily approving the proposed settlement; approving
11 the form and method for providing notice to Class members; approving the PAGA settlement;
12 approving the form and content of the Class notice; conditionally certifying the Class for
13 settlement purposes; appointing Plaintiffs as Class representatives for settlement purposes;
14 appointing Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, and Arianna Razi
15 of D.Law, Inc. and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J.
16 De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP (“BNBD”) as Class Counsel for settlement purposes; appointing Apex
18 Class Action LLC (“Apex”) as the settlement administrator and authorizing Apex to send the
19 Class notice out; and setting a final approval hearing.

20 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

21 **A. Class Action**

22 Generally, “questions whether a [class action] settlement was fair and reasonable,
23 whether notice to the class was adequate, whether certification of the class was proper, and
24 whether the attorney fee award was proper are matters addressed to the trial court’s broad
25 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
26 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
27 260.)
28

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

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

9 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
10 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
11 168 Cal.App.4th 116, 130 (*Kullar*)). But the trial court is free to engage in a balancing and
12 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
13 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
14 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
15 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
16 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
17 marks omitted.) The trial court also must independently confirm that “the consideration being
18 received for the release of the class members’ claims is reasonable in light of the strengths and
19 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
20 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
21 “provided with basic information about the nature and magnitude of the claims in question and
22 the basis for concluding that the consideration being paid for the release of those claims
23 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

24 **B. PAGA**

25 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
26 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
27 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
28 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA

1 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
2 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
3 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
4 *Moriana* (2022) 596 U.S. 639 , 2022 U.S. LEXIS 2940.)

5 Similar to its review of class action settlements, the Court must “determine independently
6 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
7 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
8 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
9 remediate present labor law violations, deter future ones, and to maximize enforcement of state
10 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
11 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
12 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
13 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
14 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

15 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
16 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
17 verdict].) But a permissible settlement may be substantially discounted, given that courts often
18 exercise their discretion to award PAGA penalties below the statutory maximum even where a
19 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
20 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

21 **III. SETTLEMENT PROCESS**

22 On October 30, 2023, Plaintiff Alcantar initiated this action, and she timely gave notice
23 to the Labor and Workforce Development Agency (“LWDA”). On January 4, 2024, she filed her
24 first amended complaint. On January 5, 2024, Plaintiff Chiang initiated his class action in
25 Alameda County (*David Chiang v. Kidango, Inc.*, 24CV058779), which alleged the same wage
26 and hour violations. Plaintiff Chiang gave timely written notice to the LWDA. On March 21,
27 2024, he filed a separate representative action, which asserted a single claim for PAGA penalties.
28

1 On May 2024, Plaintiffs (and their counsel) engaged in a Joint Prosecution and Fee and
2 Cost Sharing Agreement (“JPA”) to collectively represent Plaintiffs in the prosecution and
3 litigation. On March 21, 2025, Plaintiffs filed their operative SAC, which added Plaintiff Chiang
4 to the instant matter. Plaintiff Chiang dismissed his class action and his separate PAGA action.

5 The parties agreed to explore resolution via mediation, and they engaged in informal
6 discovery. After filing the lawsuit, Class Counsel investigated the facts and claims giving rise to
7 the action, including: (1) conducting informal discovery and meeting and conferring with
8 defense counsel about the same; (2) reviewing and analyzing records and data, as well as
9 employment-related policies; (3) reviewing Plaintiffs’ personnel files and other documentation;
10 (4) interviewing Plaintiffs regarding potential Class Members’ (5) researching the applicable law
11 and potential defenses; (6) constructing damage models based on interpretations of California
12 law and the facts and numbers provided by Defendant; and (7) reviewing information provided
13 by Defendant in response to informal discovery and in advance of the mediation.

14 On October 21, 2024, the parties participated in an all-day mediation with Judge Howard
15 R. Broadman (Ret.), a respected and highly experienced mediator in wage and hour class actions.
16 During the mediation, counsel for both parties discussed all aspects of the case, including the
17 risks of litigation, the risks to both parties, the law, and how it is applied to this case. The parties
18 agreed to a general settlement terms to resolve the lawsuit and they continued to work together to
19 negotiate the long form settlement terms currently before the Court.

20 **IV. SETTLEMENT PROVISIONS**

21 The non-reversionary gross settlement amount is \$1,990,000. Attorneys’ fees up to one-
22 third of the gross settlement amount, which is approximately \$663,333.33—allocated 70% to
23 D.Law Inc. and 30% to BNBD; litigation costs of up to \$45,000.00; and administrative costs of
24 up to \$14,500.00. \$70,000.00 will be allocated to PAGA penalties, 75% of which (\$52,500.00)
25 will be paid to the LWDA, with the remaining 25% (\$17,500.00) will be dispensed, on a pro rata
26 basis, to “Aggrieved Employees” who are defined as “all individuals employed as non-exempt,
27
28

1 hourly employees by Defendant within the State of California during the PAGA Period.”¹
2 Plaintiffs will seek Class representative payments of \$10,000.00 each—totaling \$20,000.00.

3 The net settlement amount-estimated to be \$1,177,166.67-will be allocated to members of
4 the “Class” which is defined as “all individuals employed as non-exempt, hourly employees by
5 Kidango, Inc. within the State of California during the Class Period.”² For tax purposes, 20% of
6 each Class member’s individual payment will be allocated to wages and 80% will be allocated to
7 interest and penalties. Funds associated with checks uncashed after 180 days will be transmitted
8 to the Controller of the State of California to be held in trust for such Class members pursuant to
9 California unclaimed property law.

10 In exchange for settlement, Class Members who do not opt out will release:

11 All claims, rights, demands, liabilities, and causes of action that are alleged, or
12 reasonably could have been alleged based on the facts asserted in the Operative
13 Complaint that occurred during the Class Period, including the following claims:
14 (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime
15 Under Labor Code§ 510; (3) Meal Period Liability Labor Code § 226.7; (4) Rest-
16 Break Liability Labor Code§ 226.7; (5) Violation of Labor Code§ 226; (6)
17 Violation of Labor Code§ 221; (7) Violation of Labor Code§ 204; (8) Violation of
18 Labor Code§ 203; (9) Failure to Maintain Records Required under Labor Code §§
19 1174, 1174.5; (10) Failure to Produce Requested Records under §§ 226 and 1198;
20 (11) Failure to Reimburse Necessary Business Expenses under Labor Code§
21 2802; (12) Violation of Business & Professions Code§ 17200, *et seq.*; (13) claims
22 under Labor Code Section 246 *et seq.* and related laws for Paid Sick Leave

26 ¹The “PAGA Period” is defined as “the period from October 30, 2022 and continuing
27 through the date of preliminary approval.

28 ² The “Class Period” is defined as the time period starting from October 30, 2019 through
the date of preliminary approval.

1 violations; and (14) all claims under the Wage Orders, including suitable seating
2 claims.³

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

5 All claims for the recovery for civil penalties, attorneys' fees and costs
6 permissible under PAGA which Plaintiffs and/or the Aggrieved Employees had,
7 or may claim to have, against Released Parties, which were alleged or were based
8 on the facts in the Operative Complaint and/or the PAGA Notices submitted in
9 connection with the Alcantar and Chiang Actions, including failure to pay
10 overtime compensation, failure to pay minimum wages, failure to provide
11 compliant meal and rest breaks, failure to pay meal and rest period premiums,
12 failure to pay all wages owed at discharge or resignation; failure to timely pay
13 wages during employment; failure to provide complete and accurate wage
14 statements; failure to keep complete and accurate payroll records; failure to
15 provide one day's rest from seven; failure to reimburse necessary business-related
16 expenses; failure to provide suitable seating, and violations of Labor Code
17 sections 201, 202, 203, 204, 221, 226(a), 226.3, 226.7, 246, *et seq.*, 510,512(a),
18 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*⁴

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

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

21
22
23
24 ³ The release expressly excludes all other claims, including claims for vested
25 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
26 retaliation, discrimination, unemployment insurance, disability, social security, workers
27 compensation, and Class claims outside of the Class Period.

28 ⁴This release expressly excludes other PAGA claims, claims for vested benefits,
wrongful termination, discrimination, unemployment insurance, disability, social
security, and worker's compensation, and PAGA claims outside of the PAGA Period

1 **V. FAIRNESS OF SETTLEMENT**

2 Based on available data provided by Defendant, Class Counsel calculated that
3 Defendant’s maximum exposure is as follows: \$3,957,438.00 for unpaid wages; \$3,129,141.00
4 for meal period claim; \$13,174,285.00 for rest period violations; \$1,847,200.00 for wage
5 statement penalties; \$1,874,686.00 for waiting time penalties; \$ 48,686.00 for unpaid sick pay;
6 and \$26,460.00 for reimbursement of necessary business expenditures—which totals
7 \$24,050,000.00. They also calculated a maximum exposure of \$1,879,800.00 for PAGA
8 penalties.

9 Class Counsel considered the risk, expenses, and complexity associated with litigation,
10 including pursuing class certification, and/or on an appeal that can take several more years to
11 litigate. Class Counsel calculated Defendant’s realistic exposure as follows: \$666,034.40 for
12 unpaid wages claims, including minimum and overtime wages after a 80% discount;
13 \$782,285.25 for meal period violations after a 75% discount; \$658,714.25 for rest period
14 violations after a 95% discount; \$184,720.00 for wage statement penalties after a 90% discount;
15 \$187,468.60 for waiting time penalties after a 90% discount; \$48,686.00 for unpaid sick pay;
16 \$5,292.00 for reimbursement of necessary business expenditures after 80% discount; and
17 \$93,990.00 for PAGA penalties after a 95% discount—which totals \$2,627,190.50.

18 The gross settlement amount is approximately 0.8% of the maximum exposure, which is
19 significantly lower than the general range of percentage recoveries that California courts have
20 found to be reasonable. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb. 18, 2022, No. 1:19-
21 cv-00062-DAD-EPG) 2022 U.S. Dist. LEXIS 30201, at *41-42 [citing cases approving
22 settlements in the range of 5 to 35 percent of the maximum potential exposure].) However, the
23 proposed settlement is approximately 76% of the realistic exposure, which is well above the
24 range of percentage typically approved.

25 After reviewing Plaintiffs’ documents supporting the proposed settlement and in
26 consideration of the circumstances of the case, including the strength of Plaintiffs’ case as well
27 as the potential defenses, the court finds the terms of the settlement to be fair. The settlement
28 provides some recovery for each class members and eliminates the risk and expense of further

1 litigation. For purposes of preliminary approval, the Court finds that the settlement is fair and
2 reasonable to the class and the PAGA allocation is genuine, meaningful, and reasonable in light
3 of the statute’s purposes.

4 **VI. PROPOSED SETTLEMENT CLASS**

5 Plaintiffs request that the following settlement class be provisionally certified:

6 All individuals employed as non-exempt, hourly employees by Kidango, Inc.
7 within the State of California during the Class Period, which is the period
8 commencing on October 30, 2019 and continuing through the date of preliminary
9 approval of the Settlement.

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

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

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

17 (1) an ascertainable class and (2) a well-defined community of interest among the class
18 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
19 *Drug Stores*)). “Other relevant considerations include the probability that each class member
20 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
21 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
22 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
23 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
24 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

25 In the settlement context, “the court’s evaluation of the certification issues is somewhat
26 different from its consideration of certification issues when the class action has not yet settled.”
27 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
28 settlement-only context, the case management issues inherent in the ascertainable class

1 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
2 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
3 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
4 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

5 **B. Ascertainable Class**

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

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

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

16 “As a rule, a representative plaintiff in a class action need not introduce evidence
17 establishing how notice of the action will be communicated to individual class members in order
18 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
19 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
20 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
21 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
22 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
23 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
24 own account records. No more is needed.”].)

25 Here, the estimated 882 Class members are readily identifiable based on Defendant’s
26 records, and the settlement class is appropriately defined based on objective characteristics. The
27 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

1 **C. Community of Interest**

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

6 For the first community of interest factor, “[i]n order to determine whether common
7 questions of fact predominate the trial court must examine the issues framed by the pleadings
8 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
9 (2001) 89 Cal.App.4th 908, 916 (*Hicks*)). The court must also examine evidence of any conflict
10 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
11 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
12 jointly tried, when compared with those requiring separate adjudication, are so numerous or
13 substantial that the maintenance of a class action would be good for the judicial process and to
14 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
15 (*Lockheed Martin*)). “As a general rule if the defendant’s liability can be determined by facts
16 common to all members of the class, a class will be certified even if the members must
17 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

18 Here, common legal and factual issues predominate. Plaintiffs’ claims all arise from
19 Defendant’s wage and hours practices and policies regarding reimbursement for business related
20 expenses.

21 As for the second factor,

22 The typicality requirement is meant to ensure that the class representative is able
23 to adequately represent the class and focus on common issues. It is only when a
24 defense unique to the class representative will be a major focus of the litigation,
25 or when the class representative’s interests are antagonistic to or in conflict with
26 the objectives of those she purports to represent that denial of class certification is
27 appropriate. But even then, the court should determine if it would be feasible to
28

1 divide the class into subclasses to eliminate the conflict and allow the class action
2 to be maintained.

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

5 The parties agree that Plaintiffs' claims regarding Defendant's conduct is at the core of
6 this lawsuit. The anticipated defenses are not unique to Plaintiffs, and there is no indication that
7 Plaintiffs interests are otherwise in conflict with those of the Class.

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

17 Plaintiffs have the same interest in maintaining this action as any Class Member would
18 have. Further, they have hired experienced counsel. Plaintiffs have sufficiently demonstrated
19 adequacy of representation.

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

21 "[A] class action should not be certified unless substantial benefits accrue both to
22 litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
23 internal quotation marks omitted.) The question is whether a class action would be superior to
24 individual lawsuits. (*Ibid.*) "Thus, even if questions of law or fact predominate, the lack of
25 superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a
26 class action is proper where it provides small claimants with a method of obtaining redress and
27 when numerous parties suffer injury of insufficient size to warrant individual action." (*Id.* at pp.
28 120–121, internal quotation marks omitted.)

1 Here, there are an estimated 883 Class Members. It would be inefficient for the Court to
2 hear and decide the same issues separately and repeatedly for each class member. Further, it
3 would be cost prohibitive for each class member to file suit individually, as each member would
4 have the potential for little to no monetary recovery. It is clear that a class action provides
5 substantial benefits to both the litigants and the Court in this case.

6 VII. NOTICE

7 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
8 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
9 for class members to follow in filing written objections to it and in arranging to appear at the
10 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
11 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
12 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
13 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
14 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
15 3.766(e).)

16 Here, the notice, which will be provided in English, informs the Class Members of the
17 nature of the lawsuits and their rights under the terms of the Settlement and applicable law. It
18 includes: a detailed explanation of the case, including the basic contentions or denials of the
19 Parties and the basic terms of the Settlement; a statement that the court will exclude the member
20 from the class if they request so by a specified date; a procedure for the member to follow in
21 requesting exclusions from the class; an explanation that members of the Class can participate in
22 the Settlement by doing nothing; a statement that the judgment, whether favorable or not, will
23 bind all members who do not request exclusion; and a statement that any member who does not
24 request exclusion may, if the member so desires, enter an appearance through counsel. The form
25 of notice is adequate.

26 Regarding appearances at the final fairness hearing, the notice shall be modified to
27 instruct class members as follows:
28

1 Although class members may appear in person, the judge overseeing this case
2 encourages remote appearances. (As of August 15, 2022, the Court’s remote
3 platform is Microsoft Teams.) Class members who wish to appear remotely
4 should contact class counsel at least three days before the hearing if possible.
5 Instructions for appearing remotely are provided at
6 https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml
7 and should be reviewed in advance. Class members may appear remotely using
8 the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the
9 toll free conference call number for Department 7.

10 Turning to the notice procedure, as articulated above, the parties have selected Apex as
11 the settlement administrator. Fourteen (14) days after preliminary approval, Defendant will
12 deliver the Class data to Apex. Apex, in turn, will mail the notice packet within fourteen (14)
13 days after receiving the Class data after updating Class members’ addresses using the National
14 Change of Address Database. Any returned notices will be re-mailed within seven (7) days to
15 any forwarding address provided or a better address located through a skip trace or other search.
16 Class Members are given 60 days to exclude themselves or object. These notice procedures are
17 appropriate and are approved.

18 **VIII. SERVICE AWARD, FEES, AND COSTS**

19 Plaintiffs requests an enhancement payment of \$10,000 each.

20 The rationale for making enhancement or incentive awards to named plaintiffs is
21 that they should be compensated for the expense or risk they have incurred in
22 conferring a benefit on other members of the class. An incentive award is
23 appropriate if it is necessary to induce an individual to participate in the suit.

24 Criteria courts may consider in determining whether to make an incentive award
25 include: 1) the risk to the class representative in commencing suit, both financial
26 and otherwise; 2) the notoriety and personal difficulties encountered by the class
27 representative; 3) the amount of time and effort spent by the class representative;
28 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)

1 enjoyed by the class representative as a result of the litigation. These “incentive
2 awards” to class representatives must not be disproportionate to the amount of
3 time and energy expended in pursuit of the lawsuit.

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

8 Applying the relevant factors, the Court finds that service award of \$10,000 each is
9 adequately supported by the declarations provided by Plaintiffs. Thus, the award is preliminarily
10 approved.

11 Plaintiffs request \$14,500.00 in administrative costs. They provide a declaration from
12 Michael Sutherland, President of Apex, to support the request. However, his declaration
13 supports administrative costs in an amount not to exceed \$13,250.00, which is approved.

14 The court also has an independent right and responsibility to review the requested
15 attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los*
16 *Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Class Counsel will seek
17 attorneys’ fees of up to one-third of the gross settlement amount (currently estimated to be
18 \$663,333.33), and litigation costs for up to \$45,000.⁵ Prior to any final approval hearing, Class
19 Counsel shall submit lodestar information (including hourly rate and hours worked) as well as
20 evidence of actual litigation costs incurred.

21 **IX. CONCLUSION**

22 Plaintiffs’ motion for preliminary approval is GRANTED.

23 The final approval hearing shall take place on **March 5, 2026** at 1:30 in Dept. 7. The
24 following class is preliminarily certified for settlement purposes:

25 All individuals employed as non-exempt, hourly employees by Kidango, Inc.
26 within the State of California during the Class Period, which is the period
27

28 ⁵ As noted above, the attorneys’ fees for Class Counsel will be allocated with 70% going
to D.Law Inc. and 30% to BNBD.

1 commencing on October 30, 2019 and continuing through the date of preliminary
2 approval of the Settlement.

3
4 **IT IS SO ORDERED.**

5
6 Date: September 5, 2025



7 CHARLES F. ADAMS
8 Judge of the Superior Court