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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN**

NATHAN PREISS and CAROLINE  
VILLASANTI, on behalf of themselves, and  
on behalf of other members of the general  
public similarly situated;

Plaintiffs,

v.

FIORE MANAGEMENT LLC a/k/a  
CANDESCENT, LLC, a California limited  
liability company; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: BCV-20-100930-DRL

Honorable David R. Lampe  
Department 11

**CLASS ACTION**

**PLAINTIFFS' NOTICE OF MOTION AND  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT; MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT THEREOF**

[Declaration of Proposed Class Counsel  
(Douglas Han); Declaration of Proposed  
Class and PAGA Representative (Nathan  
Preiss and Caroline Villasanti); and  
[Proposed] Order filed concurrently  
herewith]

Hearing Date: November 30, 2020  
Hearing Time: 8:30 a.m.  
Hearing Place: Department 11

Complaint Filed: April 8, 2020  
FAC Filed: August 27, 2020  
Jury Trial: None Set

1           **PLEASE TAKE NOTICE** that on November 30, 2020 and at 8:30 a.m., or as soon as  
2 the matter may be heard before the Honorable David R. Lampe in Department 11 of the Kern  
3 County Superior Court, located at 1415 Truxtun Avenue, Bakersfield, California, 93301,  
4 Plaintiff Nathan Preiss and Caroline Villasanti (“Plaintiffs,” “Plaintiff Preiss,” and “Plaintiff  
5 Villasanti”) will and hereby does move for an order:

- 6           • Granting preliminary approval of the proposed class action settlement described  
7           herein and as set forth in the parties’ Joint Stipulation of Class Action and PAGA  
8           Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”),  
9           attached as “**EXHIBIT 1**” to the Declaration of Douglas Han, including, and not  
10          limited to, the means of allocation and distribution of funds, and the allocations  
11          for penalties under the California Labor Code Private Attorneys General Act of  
12          2004 (“PAGA”), Class Counsel’s attorneys’ fees and litigation costs, Class and  
13          PAGA Representative Enhancement Award, and the claims administration costs;
- 14          • Conditionally certifying the proposed Class for settlement purposes only;
- 15          • Appointing Plaintiff Preiss as Class Representative and Plaintiff Villasanti as  
16          PAGA Representative (collectively the “Class and PAGA Representatives”);
- 17          • Appointing Justice Law Corporation as Class Counsel;
- 18          • Approving the proposed Claim Form attached as “Exhibit B” to the Settlement  
19          Agreement;
- 20          • Approving the proposed direct-mail of the Notice of Pendency of Class Action  
21          Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached  
22          as “Exhibit A” to the Settlement Agreement;
- 23          • Directing the mailing of the proposed Class Notice and Claim Form, together  
24          with a postage-paid return envelope to the proposed Class;
- 25          • Approving the proposed deadlines for the notice and claims administration  
26          process;
- 27          • Approving Simpluris, Inc. (“Simpluris”), as the Claims Administrator; and

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- Scheduling a hearing to consider whether to grant final approval of the Settlement Agreement, at which time the Court will also consider whether to grant final approval of the requests for Class Counsel's attorneys' fees and litigation costs, Class and PAGA Representative Enhancement Awards, and approval of the PAGA penalty payment to the California Labor and Workforce Development Agency ("LWDA"), and the claims administration costs.

This motion is based upon the following memorandum of points and authorities, the Declarations of Proposed Class Counsel (Douglas Han) and the proposed Class and PAGA Representatives (Plaintiff Preiss and Plaintiff Villasanti) in support thereof, the [Proposed] Order lodged together with this motion, as well as the pleadings and other records on file with the Court in this matter, and such documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: October 29, 2020

**JUSTICE LAW CORPORATION**

By: 

Douglas Han

*Attorneys for Plaintiffs and the Class*

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Plaintiffs seek preliminary approval of the Settlement Agreement entered into by and  
4 between Plaintiffs, individually and on behalf of the proposed Class, and Defendant Fiore  
5 Management LLC (“Defendant”). Subject to Court approval, Plaintiffs and Defendant have  
6 agreed to settle this lawsuit for a Maximum Settlement Amount of up to \$600,000.<sup>1</sup> The  
7 Maximum Settlement Amount includes the following: (1) Class Counsel’s attorneys’ fees and  
8 litigation costs to Justice Law Corporation (“Class Counsel”); (2) claims administration costs; (3)  
9 Class and PAGA Representative Enhancement Awards; (4) payment for civil penalties under  
10 PAGA, as amended, California Labor Code sections 2698, *et seq.*, of which seventy-five percent  
11 (75%) will be paid to the LWDA and the remaining twenty-five percent (25%) will remain part  
12 of the Net Settlement Amount; and (5) Defendant’s share of payroll taxes.<sup>2</sup>

13 Plaintiffs also seek to certify the following Class for settlement purposes, consisting of  
14 approximately three hundred fifteen (315) Class Members<sup>3</sup>:

15 All non-exempt, hourly employees who were employed by Defendant Fiore  
16 Management LLC in the State of California, at any time, from April 8, 2016,  
17 through the date the Court grants preliminary approval of the Settlement  
18 (“Class Period”).<sup>4</sup>

18 Settlement Awards to Class Members will be determined based on the number of  
19 weeks worked by all Class Members during the Class Period based on information provided  
20 by Defendant. The workweeks will be calculated by the Claims Administrator for Class  
21 Members by dividing the total days employed as a Class Member during the Class Period by  
22 seven (7). The amount to be paid per workweek to eligible Class Members will be  
23 calculated by the Claims Administrator by dividing the Net Settlement Amount by the  
24 number of workweeks worked by each Class Member during the Class Period to arrive at  
25

26 <sup>1</sup> A copy of the Settlement Agreement is attached as “**EXHIBIT 1**” to the Declaration of Douglas Han (“Han  
27 Decl.”)

27 <sup>2</sup> Settlement Agreement, ¶ 20(c).

27 <sup>3</sup> Han Decl., ¶ 9.

28 <sup>4</sup> Settlement Agreement, ¶¶ 10, 13.

1 each Class Member’s estimated individual Settlement Award.<sup>5</sup> The Net Settlement Amount  
2 refers to the Maximum Settlement Amount, less Court-approved Class Counsel’s attorneys’  
3 fees and litigation costs, Class and PAGA Representative Enhancement Awards, claims  
4 administration costs, the LWDA Payment, and Defendant’s share of payroll taxes.<sup>6</sup> This  
5 proposed Settlement Agreement resolves all of Plaintiffs’ and the Class Members’ Released  
6 Claims against Defendant.

7 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

8 Defendant is cultivator of premium, “luxury” cannabis. Plaintiff Preiss is a former non-  
9 exempt employee from in or about 2017 to 2018 and filed a class action on behalf of all current  
10 and former hourly-paid or non-exempt employees of Defendant within the State of California at  
11 any time during the period from April 8, 2016 to the present.

12 Plaintiff Villasanti is also a former employee from in or about April 2018 to April 2019  
13 and filed a PAGA representative action on behalf of herself and the current and former aggrieved  
14 employees, who are the hourly-paid or non-exempt employees of Defendant who worked for  
15 Defendant at any time during the period from January 20, 2019 to the present.

16 Plaintiffs allege that since April 8, 2016, Defendant violated the California Labor and  
17 Business and Professions Codes by carrying out a uniform practice and procedure of failing to  
18 compensate Plaintiffs and other class members for minimum and overtime wages, failing to  
19 provide legally mandated meal and rest breaks, failing to pay timely wages, and failing to  
20 provide accurate and itemized wage statements.

21 Defendant has denied and continues to deny all allegations and claims, assertions, legal  
22 theories made or alleged in or during the course of the lawsuit. Defendant has vigorously  
23 contested the claims alleged in this action and has contended that its employees have been  
24 properly paid in accordance with the law.

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27 <sup>5</sup> Settlement Agreement, ¶ 20(c)(i).

28 <sup>6</sup> *Id.*, ¶ 20(c).

1 The parties have actively litigated this case since the filing of the initial complaint on  
2 April 8, 2020. On August 3, 2020, the parties participated in a private mediation conducted by  
3 Steve Rottman, Esq., a well-respected mediator. During the mediation, the parties exchanged  
4 further information and discussed all aspects of the case, including the risks and delays of further  
5 litigation and the risks to both parties of proceeding with a motion for class certification,  
6 Plaintiffs' theory of liability, the evidence produced and analyzed, and the possibility of appeals,  
7 among other things. During all settlement discussions, the parties conducted their negotiations at  
8 arm's length in an adversarial position. One of the major issues affecting the settlement was  
9 Defendant's past, present, and future business prospect, which Defendant had yet to turn a profit  
10 since its existence.

11 **III. SUMMARY OF THE SETTLEMENT TERMS**

12 Under the terms of the Settlement Agreement, Defendant will pay a Maximum  
13 Settlement Amount of up to \$600,000 to all Class Members on a claims-made basis.<sup>7</sup> Subject to  
14 Court approval, the Net Settlement Amount, which is the maximum amount that will be made  
15 available to pay the Class Members, will be calculated by deducting the following amounts from  
16 the Maximum Settlement Amount: (1) Class Counsel attorneys' fees in an amount not to exceed  
17 thirty-three and one-third percent (33 1/3%); (2) reimbursement of Class Counsel's litigation  
18 costs in an amount not to exceed \$15,000; (3) Class and PAGA Representative Enhancement  
19 Awards in an amount not to exceed \$10,000 to each Plaintiff; (4) payment in the amount of  
20 \$7,500 to the LWDA for its portion of the PAGA penalties; (5) payment for the claims  
21 administration costs, which are currently set not to exceed \$10,000, and (6) Defendant's share of  
22 payroll taxes.<sup>8</sup> The parties have agreed to retain Simpluris as the Claims Administrator to handle  
23 the notice and claims administration.<sup>9</sup>

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26 \_\_\_\_\_  
27 <sup>7</sup> Settlement Agreement, ¶¶ 19, 20(c).

28 <sup>8</sup> *Id.*, ¶¶ 20(c)(ii) (v-vii).

<sup>9</sup> *Id.*, ¶ 21.

1 Class Members will have forty-five (45) calendar days from the mailing of the Claim  
2 Forms within which to postmark their Claim Forms for return to the Claims Administrator. No  
3 Claim Forms will be honored if postmarked after the forty-five (45) calendar-day period for the  
4 postmarking of Claims, unless otherwise agreed to by the Parties and their counsel.<sup>10</sup>

5 Settlement Awards to Class Members will be determined based on the number of weeks  
6 worked by all Class Members during the Class Period based on information provided by  
7 Defendant. The workweeks will be calculated by the Claims Administrator for Class Members  
8 by dividing the total days employed as a Class Member during the Class Period by seven (7).  
9 The amount to be paid per workweek to eligible Class Members will be calculated by the Claims  
10 Administrator by dividing the Net Settlement Amount by the number of workweeks worked by  
11 each Class Member during the Class Period to arrive at each Class Member's estimated  
12 individual Settlement Award.<sup>11</sup>

13 Defendant will pay no less than forty percent (40%) of the Net Settlement Amount to  
14 Class Members who submit timely and valid Claim Forms.<sup>12</sup> If less than forty percent (40%) of  
15 the Net Settlement Amount is claimed by Class Members who submit timely and valid claims,  
16 the participating Class Members will have their individual Settlement Awards increased, pro  
17 rata, until forty percent (40%) of the Net Settlement Amount is distributed.<sup>13</sup> Any amount not  
18 claimed by Class Members beyond the forty percent (40%) settlement floor shall remain  
19 Defendant's sole and exclusive property and will revert back to Defendant automatically.<sup>14</sup>

20 The individual Settlement Award for each Class Members will be allocated as follows:  
21 thirty-three and one third percent (33 1/3%) as wages, to be reported on an IRS Form W-2  
22 ("Wage Component"); thirty-three and one-third percent (33 1/3%) as payment for penalties; and  
23 thirty-three and one-third percent (33 1/3%) as payment for interest, to be reported on an IRS  
24 Form 1099-MISC. From each Class Member's Wage Component, the employee's portion of  
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26 <sup>10</sup> Settlement Agreement., ¶ 24.

27 <sup>11</sup> *Id.*, ¶ 20(c)(i).

28 <sup>12</sup> *Id.*, ¶ 20(c).

<sup>13</sup> *Id.*, ¶ 20(c)(i).

<sup>14</sup> *Id.*, ¶ 20(c).

1 employment taxes shall be made, including payroll deductions for state and federal withholding  
2 taxes, and any other applicable payroll deductions, owed by the Class Member as a result of the  
3 payment, resulting in a “Net Wage Component.” No withholding shall be made on the non-wage  
4 components of the Settlement.<sup>15</sup>

5 For those Class Members who do not wish to participate in the Settlement Agreement,  
6 such Class Members may exclude themselves by submitting a timely written request to the  
7 Claims Administrator. The written request (“Request for Exclusion”) should state that he/she  
8 has received the Class Notice and Claim Form, decided not to participate in the Settlement  
9 Agreement, and words to the effect that he/she desires to be excluded from the Settlement. The  
10 Request for Exclusion must also state the individual’s full name, address, last four (4) digits of  
11 their Social Security Number, their date of birth and be signed under penalty of perjury by the  
12 Class Member to be considered valid. The Request for Exclusion must be dated and mailed by  
13 First Class U.S. Mail, or the equivalent, to the Claims Administrator. All Requests for Exclusion  
14 must be postmarked and mailed to the Claims Administrator no later than forty-five (45)  
15 calendar days after the Claims Administrator mails the Class Notice and the Claim Form to the  
16 Class Members. Any individual who submits a Request for Exclusion will not be allowed to  
17 object to the terms of the Settlement Agreement.<sup>16</sup>

18 To object to the Settlement Agreement, the individual must file a written objection and a  
19 notice of intention to appear at the Final Approval hearing with the Clerk of the Kern County  
20 Superior Court of the State of California and send copies to the Claims Administrator, Class  
21 Counsel and counsel for Defendant. Any written objection must state each specific reason in  
22 support of the objection and any legal support for each objection. The individual must state  
23 his/her full name, address, date of birth, the dates he/she worked as a non-exempt, hourly  
24 California employee with Defendant and be signed by the Class Member. To be valid, any  
25 objections to approval of the Settlement must be filed with the Clerk of the Kern County  
26 Superior Court and delivered to the Claims Administrator, Class Counsel and counsel for

27 <sup>15</sup> Settlement Agreement, ¶ 20(c)(iii).

28 <sup>16</sup> *Id.*, ¶ 27.

1 Defendant no later than forty-five (45) calendar days after the Claims Administrator mails the  
2 Class Notice and the Claim Form to the Class Members. If the Court rejects the objection, the  
3 individual will be bound by the terms of the Settlement and will not receive any portion of the  
4 Settlement Agreement amount unless he/she submits a valid and timely Claim Form.<sup>17</sup>

5 The Claims Administrator will cause the Settlement Awards to be mailed to the Class  
6 Members within fourteen (14) calendar days after the Claims Administrator receives the final  
7 funds from Defendant.<sup>18</sup>

8 Settlement Award checks shall remain valid and negotiable for one hundred eighty (180)  
9 calendar days from the date of their issuance. Upon the deadline to cash the Settlement Award  
10 checks, the checks will automatically be cancelled by the Claims Administrator if not cashed by  
11 the Class Member within that time, at which point the Class Member's claim will be deemed  
12 void and of no further force or effect, and the Class Member's claims will remain released by the  
13 Settlement Agreement.<sup>19</sup>

14 A. **Range of Individual Settlement Awards That Will Likely Be Issued to**  
15 **Class Members.**

16 Class Members who submit valid and timely claims to the Claims Administrator will be  
17 issued payments based on the total number of workweeks they worked as a member of the Class  
18 during the Class Period. As discussed above, the individual Settlement Awards will be  
19 calculated by dividing the Net Settlement Amount by the number of workweeks worked by each  
20 Class Member during the Class Period.<sup>20</sup>

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26 <sup>17</sup> *Id.*, ¶ 28.

27 <sup>18</sup> Settlement Agreement, ¶ 20(c)(viii).

28 <sup>19</sup> *Id.*, ¶ 25.

<sup>20</sup> *Id.*, ¶ 20(c)(i).

1 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION**  
2 **SETTLEMENTS**

3 The settlement of a class action requires court approval. *Dunk v. Ford Motor Co.* (1996)  
4 48 Cal.App.4th 1794, 1800; Code Civ. Proc. § 1781(f). California courts look to federal  
5 authority for guidance with class action settlements. *Dunk, supra*, 48 Cal.App.4th at p. 1801, n.7  
6 (citing *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821). The decision to approve or reject a  
7 proposed settlement is within the court's discretion. *Wershba v. Apple Computer, Inc.* (2001) 91  
8 Cal.App.4th 224, 234-35 ("In general, questions whether a settlement was fair and reasonable,  
9 whether certification of the class was proper, and whether the attorney fee award was proper are  
10 matters addressed to the trial court's broad discretion."). Accordingly, a court's decision to  
11 approve a class action settlement may be reversed only upon a strong showing of "clear abuse of  
12 discretion." *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026; *Class Plaintiffs v.*  
13 *City of Seattle* (9th Cir. 1982) 955 F.2d 1268, 1276.

14 The approval process of any class action settlement is done in two steps: (1) an earlier  
15 conditional review by the court; and (2) a later detailed review after the period during which  
16 notice is distributed to class members for their comment or objections. Conte & Newberg,  
17 *Newberg on Class Actions* (4th ed. 2002) § 11.24. This procedure, which is commonly utilized  
18 by both federal and state courts, assures class members of the protection of procedural due  
19 process safeguards, and enables a court to fulfill its role as the guardian of the interests of the  
20 settlement class.

21 Accordingly, preliminary approval does not require a court to make a final determination  
22 that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the  
23 final approval stage, after notice of the settlement has been given to the class members and they  
24 have had an opportunity to voice their views of the settlement or to exclude themselves from the  
25 settlement. See Cal. R. Ct. 3.769(g). In considering a potential class settlement, the court also  
26 need not reach any ultimate conclusions on the issues of fact and law which underlie the merits  
27 of the dispute, and need not engage in a trial on the merits. See *City of Detroit v. Grinnell*  
28 *Corporation* (2d Cir. 1974) 495 F. 2d 448, 456; *Officers for Justice v. Civil Service Commission*

1 of *City and County of San Francisco* (9th Cir. 1982) 688 F. 2d 615, 625. Neither formal notice  
2 nor a hearing is required for the trial court to grant provisional class certification and preliminary  
3 approval; the court may grant such relief upon an informal application by the settling parties, and  
4 may conduct any necessary hearing in court or in chambers, at the court’s discretion. *Newberg*,  
5 at § 11.25.

6 **V. PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT IS APPROPRIATE**

7 To grant preliminary approval of a class action settlement, the trial court must  
8 preliminarily determine whether the settlement is fundamentally fair, adequate, and reasonable.  
9 *Dunk, supra*, 48 Cal.App.4th at p. 1800. The court has broad powers to determine whether a  
10 proposed settlement is fair under the circumstances of the case. *Id.* at p. 1801. To make this  
11 fairness determination, courts must consider several relevant factors, including “the strength of  
12 the plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk  
13 of maintaining class action status through trial, the amount offered in settlement, the extent of  
14 discovery completed and the stage of the proceedings, [and] the experience and views of counsel  
15 [.]” *Dunk, supra*, 48 Cal.App.4th at p. 1801. “The list of factors is not exclusive and the court is  
16 free to engage in a balancing and weighing of the factors depending on the circumstances of each  
17 case.” *Wershba, supra*, 91 Cal.App.4th at p. 245. Furthermore, courts give “proper deference to  
18 the private consensual decision of the parties[.]” *Hanlon, supra*, 150 F. 3d at p. 1027 (citation  
19 omitted).

20 The burden is on the proponent of the settlement to show that it is fair and reasonable.  
21 *Wershba, supra*, 91 Cal.App.4th at p. 245. However, a presumption of fairness exists where: (1)  
22 the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are  
23 sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar  
24 litigation; and (4) the percentage of objectors is small. *Id.*; *Dunk, supra*, 48 Cal.App.4th at p.  
25 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135,  
26 1151.

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1           **A.     The Proposed Settlement Agreement Resulted from Arm's Length**  
2           **Negotiations Based Upon Extensive Investigation and Discovery.**

3           Class Counsel have actively litigated this case since it was commenced on April 8, 2020  
4 and were actively preparing for class certification. Class Counsel's extensive formal and  
5 informal investigations into the facts of this case, including multiple interviews of Plaintiffs and  
6 dozens of putative class members and extensive review and analysis of a volume of documents  
7 and data provided by Defendant and obtained through other sources. These documents and data  
8 included, and were not limited to, personnel records for Plaintiffs and other putative class  
9 members (including detailed time and pay records), payroll and pay history data for Class  
10 Members, and Defendant's operations and employment policies, procedures, and practices.  
11 Counsel for the parties met and conferred on various occasions regarding the pleadings and  
12 discovery, among other issues. The parties conducted an informal exchange of information and  
13 data prior to and during mediation, which included a large volume of documents and analytical  
14 data. Class Counsel scrutinized and analyzed the documents and data to determine Defendant's  
15 degree of potential liability and the value of Plaintiffs' and Class Members' claims. Based on  
16 these documents and data, as well as discussions with defense counsel, Class Counsel were able  
17 to determine, among other things, the total number of Class Members during the applicable class  
18 period and the average rate of pay for Defendant's non-exempt, hourly employees. This is in  
19 stark contrast with *Kullar*, where it was unclear whether the plaintiff had even so much as  
20 reviewed any documents. *Kullar, supra*, 168 Cal.App.4th at p. 129.<sup>21</sup>

21           Furthermore, on August 3, 2020, the parties participated in a private mediation conducted  
22 by Steve Rottman, Esq., a well-respected mediator. During the mediation, the parties exchanged  
23 further information and discussed all aspects of the case, including the risks and delays of further  
24 litigation and the risks to both parties of proceeding with a motion for class certification,  
25 Plaintiffs' theory of liability, the evidence produced and analyzed, and the possibility of appeals,  
26 among other things. During all settlement discussions, the parties conducted their negotiations at

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28 <sup>21</sup> Han. Decl., ¶ 14.

1 arm's length in an adversarial position. One of the major issues affecting the settlement was  
2 Defendant's past, present, and future business prospect, which Defendant had yet to turn a profit  
3 since its existence.<sup>22</sup>

4 Arriving at a settlement that was acceptable to both parties was not easy. Defendant and  
5 its counsel felt very strongly about its ability to prevail on the merits and at the certification  
6 stage, while Plaintiffs and Class Counsel believed that they would have obtained class  
7 certification and prevailed at trial.<sup>23</sup> After over six (6) months of litigation, the parties agreed  
8 that this case was well-suited for settlement given the legal issues relating to Plaintiffs' principal  
9 claims, Defendant's present and ongoing financial concerns, and the costs and risks to both sides  
10 that would attend further litigation.<sup>24</sup>

11 The proposed Settlement Agreement takes into account the strengths and weaknesses of  
12 each side's position and the uncertainty of how the case might have concluded at certification  
13 and/or trial.<sup>25</sup> Class Counsel conducted interviews with Plaintiffs and dozens of other putative  
14 class members. Class Counsel also reviewed and analyzed a volume of documents and data  
15 produced by both Plaintiffs and Defendant and performed significant research into the law  
16 concerning Defendant's defenses.<sup>26</sup> The proposed Settlement Agreement is based on this large  
17 volume of facts, evidence, and investigation. Additionally, Class Counsel have extensive  
18 experience in employment class actions, including significant experience in California wage-  
19 and-hour litigation, and used that experience to assess the potential value of the claims.<sup>27</sup>

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25 <sup>22</sup> Han Decl., ¶ 15.

26 <sup>23</sup> *Id.*, ¶ 11.

27 <sup>24</sup> *Id.*, ¶ 12.

28 <sup>25</sup> *Id.*, ¶ 12.

<sup>26</sup> *Id.*, ¶ 14.

<sup>27</sup> *Id.*, ¶¶ 4-5.

1           **B.       The Settlement Agreement Is Fair, Reasonable, and Adequate.**

2           A Maximum Settlement Amount of up to \$600,000 represents a fair, adequate, and  
3 reasonable resolution of this case.<sup>28</sup> The proposed Settlement Agreement was calculated using  
4 information and data uncovered through litigation, formal and informal discovery, case  
5 investigation, and the informal exchange of information in the context of mediation.<sup>29</sup> The  
6 proposed Settlement Agreement takes into account the potential risks and rewards inherent in  
7 any case and, in particular, with this case.<sup>30</sup> Considering all of the facts in this case, the amount  
8 of the proposed Settlement represents a substantial global recovery for all Class Members.

9           Assuming that all of the requested payments, fees, and costs are approved and paid in the  
10 full amounts requested, the Net Settlement Amount is currently estimated to be approximately  
11 \$347,500.<sup>31</sup> No less than forty percent (40%) of this sum will be paid out to the Class  
12 Members.<sup>32</sup> Each individual Settlement Award will be calculated based upon the number of  
13 workweeks attributable to the Class Member during the Class Period.<sup>33</sup> There is no reason to  
14 doubt the fairness of the proposed plan of allocation of the Settlement funds for purposes of  
15 preliminary approval. Even at the final approval stage, “[a]n allocation formula need only have a  
16 reasonable, rational basis [to warrant approval], particularly if recommended by experienced and  
17 competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation*  
18 (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

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25 <sup>28</sup> Han Decl., ¶ 49.

26 <sup>29</sup> *Id.*, ¶ 14.

27 <sup>30</sup> *Id.*, ¶¶ 50-52.

28 <sup>31</sup> *Id.*, ¶ 7. The current estimate of the Net Settlement Amount is subject to the employee’s and employer’s share of  
taxes on the wage portion of each Class Member’s share of the Net Settlement Amount.

<sup>32</sup> Settlement Agreement, ¶ 20(c).

<sup>33</sup> *Id.*, ¶ 20(c)(i).

1 In light of the above considerations and Defendant's financial condition, Class Counsel  
2 believe that the proposed Settlement Agreement as a whole is fair, reasonable, and adequate, and  
3 is in the best interest of the Class Members.<sup>34</sup> Although the recommendations of Class Counsel  
4 are not conclusive, the Court can properly take the recommendations into account, particularly if  
5 Class Counsel appears to be competent, have experience with this type of litigation, and  
6 significant discovery and investigation have been completed. *Newberg* §11.47. Accordingly, the  
7 Court should grant preliminary approval of the proposed Settlement Agreement.

8 **C. Value of Settlement.**

9 Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, Plaintiffs  
10 have conducted a significant amount of discovery and investigation in order to evaluate the  
11 potential value and merit of all of the claims. The discovery and information obtained in this  
12 case allowed Plaintiffs to develop a damages model and complete evaluation of the defenses that  
13 Defendant has asserted.<sup>35</sup> As outlined in the Declaration of Douglas Han, Class Counsel  
14 performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into  
15 the proposed Settlement Agreement.<sup>36</sup>

16 **VI. CONDITIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE**

17 For settlement purposes only, the requisites for establishing conditional class certification  
18 are met. Code of Civil Procedure Section 382 "authorizes class actions 'when the question is  
19 one of a common or general interest, of many persons, or when the parties are numerous, and it  
20 is impracticable to bring them all before the court.'" *Sav-On Drug Stores, Inc. v. Superior Court*  
21 (2004) 34 Cal. 4th 319, 326. California courts certify class actions where the plaintiff identifies  
22 "both [1] an ascertainable class and [2] a well-defined community of interest among class  
23 members." *Id.*

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27 <sup>34</sup> Han Decl., ¶ 49.

28 <sup>35</sup> *Id.*, ¶ 14.

<sup>36</sup> *Id.*, ¶¶ 17-49.

1 Here, the proposed Class is ascertainable and numerous as to make it impracticable to  
2 join all class members, and there are common questions of law and fact that predominate over  
3 any questions affecting any individual Class Member. Plaintiffs' claims are typical of the claims  
4 of the Class Members, and Class Counsel will fairly and adequately protect the interests of the  
5 Class.<sup>37</sup> Further, prosecution of separate actions by individual Class Members would create the  
6 risk of inconsistent or varying adjudications, and a class action is superior to other available  
7 means for the fair and efficient adjudication of the case. As discussed below, this case is  
8 amenable to class certification.

9 **A. The Proposed Class Is Ascertainable and Sufficiently Numerous.**

10 "Ascertainability is required in order to give notice to putative class members as to whom  
11 the judgment in the action will be *res judicata*." *Hicks v. Kaufman & Broad Home Corp.* (2001)  
12 89 Cal. App. 4th 908, 914. "A class is ascertainable if it identifies a group of unnamed plaintiffs  
13 by describing a set of common characteristics sufficient to allow a member of that group to  
14 identify himself or herself as having a right to recover based on the description." *Bartold v.*  
15 *Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed class must also be  
16 sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

17 This action involves approximately three hundred fifteen (315) Class Members.<sup>38</sup> This  
18 Class is sufficiently numerous. See *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal. App. 4th  
19 1524, 1531 n.5 (finding that a proposed class of "as many as 190 current and former employees"  
20 is sufficiently numerous). Furthermore, all Class Members can and will be identified by  
21 Defendant to the Claims Administrator through a review of Defendant's employment records  
22 with respect to non-exempt hourly employees who worked for Defendant in the State of  
23 California during the Class Period.

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27 <sup>37</sup> Settlement Agreement, ¶ 13.

28 <sup>38</sup> Han Decl., ¶ 9.

1           **B.     The Class Members Share a Well-Defined Community of Interest.**

2           The community of interest requirement “embodies three factors: (1) predominant  
3 common questions of law or fact; (2) class representatives with claims or defenses typical of the  
4 class; and (3) class representatives who can adequately represent the class.” *Sav-On, supra*, 34  
5 Cal.4th at p. 326. “[T]he community of interest requirement for certification *does not mandate*  
6 *that class members have uniform or identical claims.*” *Capitol People First v. Department of*  
7 *Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts  
8 focus on the Defendant’s internal policies and “pattern and practice . . . in order to assess  
9 whether that common behavior toward similarly situated plaintiffs renders class certification  
10 appropriate.” *Id.* (citing *Sav-On, supra*, 34 Cal.4th at 333).

11           The “common issues” requirement “involves analysis of whether the proponent’s ‘theory  
12 of recovery’ is likely to prove compatible with class treatment.” *Capitol People, supra*, 155  
13 Cal.App.4th at p. 690 (emphasis added) (citing *Sav-On, supra*, 34 Cal.4th at p. 327).  
14 Furthermore, the commonality inquiry centers on the “reasonableness” of the Defendant’s labor  
15 policies as applied to the potential class. *Ghazaryan, supra*, 169 Cal.App.4th at p. 1534.

16           Here, Plaintiffs assert that common issues of fact and law predominate as to each of the  
17 claims alleged by Plaintiffs. All non-exempt hourly employees who worked for Defendant  
18 during the Class Period were subject to the same or similar employment practices, policies, and  
19 procedures.<sup>39</sup> All of their claims surround Defendant’s common practice and scheme of failure  
20 to authorize and permit employees to take legally mandated meal and rest breaks, failure to  
21 compensate meal and rest premium wages, failure to compensate employees for all hours  
22 worked, failure to issue complete and accurate wage settlements, failure to provide employees  
23 with timely wages within seventy-two (72) hours of their resignation or immediately after their  
24 termination, failure to reimburse employees for necessary business expenses, and violation of  
25 PAGA.<sup>40</sup> As a result, all of the Class Members, including Plaintiffs, were uniformly not  
26 compensated for due, unpaid, overtime, and minimum wages, reimbursed for necessary business

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<sup>39</sup> Han Decl., ¶ 13.

28           <sup>40</sup> *Id.*, ¶ 11.

1 expenses, and provided mandatory meal and rest breaks.<sup>41</sup> Based on these facts, Plaintiffs  
2 conclude that the proposed Class is readily certifiable in this case. Accordingly, the Court  
3 should provisionally certify the Class for settlement purposes only.

4 **VII. REQUEST FOR ATTORNEYS' FEES AND LITIGATION COSTS AWARD**

5 Class Counsel have actively litigated this case since it was commenced on April 8, 2020  
6 and were actively preparing for class certification. Class Counsel's extensive formal and  
7 informal investigations into the facts of this case, including multiple interviews of Plaintiffs and  
8 dozens of putative class members and extensive review and analysis of a volume of documents  
9 and data provided by Defendant and obtained through other sources. These documents and data  
10 included, and were not limited to, personnel records for Plaintiffs and other putative class  
11 members (including detailed time and pay records), payroll and pay history data for Class  
12 Members, and Defendant's operations and employment policies, procedures, and practices.  
13 Counsel for the parties met and conferred on various occasions regarding the pleadings and  
14 discovery, among other issues. The parties conducted an informal exchange of information and  
15 data prior to and during mediation, which included a large volume of documents and analytical  
16 data. Class Counsel scrutinized and analyzed the documents and data to determine Defendant's  
17 degree of potential liability and the value of Plaintiffs' and Class Members' claims. Based on  
18 these documents and data, as well as discussions with defense counsel, Class Counsel were able  
19 to determine, among other things, the total number of Class Members during the applicable class  
20 period and the average rate of pay for Defendant's non-exempt, hourly employees.<sup>42</sup> Class  
21 Counsel will provide evidence as to the time worked, litigation efforts, and further argument at  
22 the time of filing their memorandum in connection with the final fairness hearing and in support  
23 of their request for Class Counsel's attorneys' fees and litigation costs.

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27 <sup>41</sup> Han Decl., ¶ 13

28 <sup>42</sup> *Id.*, ¶ 14.

1 The proposed Settlement Agreement establishes a Maximum Settlement Amount of up to  
2 \$600,000.<sup>43</sup> The proposed Settlement Agreement provides for Class Counsel to apply to the  
3 Court for an award of attorneys' fees in an amount not to exceed thirty-three and one-third  
4 percent (33 1/3%) of the Maximum Settlement Amount (or \$200,000) and litigation costs in an  
5 amount not to exceed \$15,000.<sup>44</sup> The requested attorneys' fee award is commensurate with (1)  
6 the risk the Class Counsel took in bringing and litigating this case, (2) the extensive time, effort  
7 and expense dedicated to the case, (3) the skill and determination they have shown, (4) the  
8 results they have achieved throughout the litigation, (5) the value of the Settlement Agreement  
9 they have achieved for Class Members, and (6) the other cases they turned down in order to  
10 devote their time and efforts to this matter. The proposed Class Notice will provide the Class  
11 Members with information as to the amounts allocated toward Class Counsel's attorneys' fees  
12 and litigation costs under the Settlement Agreement and that Class Counsel will apply for Class  
13 Counsel's attorneys' fees and litigation costs, as provided for by the Settlement Agreement.<sup>45</sup>

14 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their  
15 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*  
16 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the  
17 "experienced trial judge is the best judge of the value of professional services rendered in his  
18 court[.]" *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132. California law provides that  
19 attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for  
20 the result achieved and risk incurred. *See Lealao, supra*, 82 Cal.App.4th at p. 47. In *Lealao*, the  
21 court held that when an action leads to a recovery that can be "monetized" with a reasonable  
22 degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees  
23 freely negotiated in the legal marketplace in comparable litigation." *Id.* at p. 50. In cases where  
24 class members present claims against a maximum settlement fund and the settlement agreement  
25 provides that the defendant agrees to paying the attorneys a percentage of the same, use of the

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27 <sup>43</sup> Settlement Agreement, ¶ 20(c).

<sup>44</sup> Settlement Agreement, ¶ 22.

28 <sup>45</sup> *Id.*, ¶ 23.

1 percentage method is appropriate. *See Lealao, supra*, 82 Cal.App.4th at p. 32.

2 Class Counsel’s application for attorneys’ fees in light of the facts and circumstances  
3 surrounding the case is well within the range of reasonableness. Historically, courts have  
4 awarded fees as high as fifty percent (50%) of the settlement fund, depending on the  
5 circumstances of the case. *Newberg* § 14.03; *see also In re Ampicillin Antitrust Litigation* (D.  
6 D.C. 1981) 526 F. Supp. 494 (awarding attorneys’ fees in the amount of 45% of the \$7.3 million  
7 settlement fund); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480  
8 F. Supp. 1195 (awarding approximately 53% of the settlement fund as attorney fees). California  
9 Courts routinely approve attorneys’ fees “averag[ing] around one-third of the recovery.” *Chavez*  
10 *v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of  
11 contingency fee in marketplace was appropriate in class actions); *see also Estrada v. Dr.*  
12 *Pepper/Seven-Up*, Los Angeles County Superior Court, Case No. BC262247 (May 2005) (wage  
13 and hour); *Moore v. IKEA*, Los Angeles Superior Court, Case No. BC263646 (Sept. 2006) (wage  
14 and hour).

15 In the present case, Class Counsel have borne all the risks and costs of litigation and will  
16 not receive any compensation until recovery is obtained.<sup>46</sup> Class Counsel are well experienced  
17 in wage-and-hour class action litigation and used that experience to obtain a great result for the  
18 proposed Class.<sup>47</sup> Considering the amount of the fees requested, the work performed, and the  
19 risks incurred, the requested fees and litigation costs are reasonable and should be awarded.

## 20 **VIII. THE PROPOSED NOTICE IS ADEQUATE**

21 California statutory and case law vests the court with broad discretion in fashioning  
22 appropriate class notice. *See* Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50  
23 Cal.App.3d 960, 973-74. A class notice is adequate if it “present[s] a fair recital of the subject  
24 matter and proposed terms” of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623  
25 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

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27 <sup>46</sup> Han Decl., ¶ 62.

28 <sup>47</sup> *Id.*, ¶¶ 4-5, 53-55.

1 The proposed Class Notice<sup>48</sup> provides information on the meaning and nature of the  
2 Class; the terms and provisions of the proposed Settlement Agreement, including the Class  
3 Members' release of claims if they do not opt out; the relief the proposed Settlement Agreement  
4 will provide to the Class Members; the requests for Class Counsel's attorneys' fees and litigation  
5 costs, Class and PAGA Representative Enhancement Awards; and approval of the PAGA  
6 Payment and claims administration costs. The proposed Class Notice also sets forth the date,  
7 time, and place of the Final Approval/Settlement Fairness Hearing; and the procedures and  
8 deadlines for submitting a Claim Form, Request for Exclusion, or objection to the proposed  
9 Settlement Agreement.<sup>49</sup>

10 The proposed Class Notice will be mailed to the Class Members, together with the  
11 proposed Claim Form<sup>50</sup>, which will provide pertinent employment information for each Class  
12 Member, including the number of weeks worked as a Class Member during the Class Period,  
13 along with each Class Member's estimated Settlement Award amount. A Class Member may  
14 challenge the pre-printed information on the Claim Form as to the number of weeks worked  
15 during the Class Period by submitting credible written evidence to the Claims Administrator  
16 along with the Claim Form. All disputes regarding weeks worked will be resolved and decided  
17 by the Claims Administrator, and the Claims Administrator's decision on all disputes will be  
18 final and binding.<sup>51</sup>

19 The proposed notice procedure provided by the proposed Settlement fulfills the  
20 requirement of neutrality in class notices. *Newberg*, at § 8.39. "Sufficient information about the  
21 case should be provided to enable class members to make an informed decision about their  
22 participation." *Manual for Complex Litigation* (4th ed. 2004) § 21.311. The proposed Class  
23 Notice summarizes the proceedings to date and the terms and conditions of the proposed  
24 Settlement Agreement in an informative and coherent manner. The proposed Class Notice  
25 recognizes that the Court has not yet granted final approval and apprises the Class Members of

26 <sup>48</sup> Settlement Agreement, **Exhibit A**.

27 <sup>49</sup> Settlement Agreement, ¶ 23.

28 <sup>50</sup> Settlement Agreement, **Exhibit B**

<sup>51</sup> Settlement Agreement, ¶ 20(c)(ix).

1 how to object to the proposed Settlement Agreement. The proposed Class Notice satisfies all  
2 due process requirements and complies with the standards of fairness, completeness, and  
3 neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, at §§ 8.21, 8.39; *Manual*, at §§ 21.311,  
4 21.312; *See Cartt, supra*, 50 Cal. App. 3d at 960. Accordingly, the Court should approve the  
5 proposed Notice of Class Action Settlement and the proposed Claim Form.

6 **IX. APPOINTMENT OF SIMPLURIS, INC., AS THE CLAIMS ADMINISTRATOR**

7 The parties have selected Simpluris as the Claims Administrator to administer the  
8 proposed Settlement Agreement. The Claims Administrator will mail the Class Notice and Claim  
9 Form to all Class Members. The Claims Administrator will independently review the Claim  
10 Forms and Defendant's data, based on Defendant's records, as to the number of weeks worked  
11 during the Class Period and will calculate the amounts due to Class Members in accordance with  
12 this Stipulation of Settlement. The Claims Administrator shall report, in summary or narrative  
13 form, the substance of its findings. At the request of Defendant, and upon receipt of funds from  
14 Defendant, the Claims Administrator will issue and send out Settlement Award checks to Class  
15 Members who filed valid and timely claims.<sup>52</sup>

16 The claims administration costs are set not to exceed \$10,000, which will be paid out of  
17 the Maximum Settlement Amount in accordance with the payment schedule provided for by the  
18 Settlement Agreement.<sup>53</sup> Considering the number of Class Members, the estimated costs are  
19 reasonable.<sup>54</sup> Accordingly, the Court should appoint Simpluris as the Claims Administrator and  
20 direct the mailing of the Class Notice and Claim Forms to the Class Members in the manner  
21 requested and based on the proposed deadlines as set forth in the Settlement Agreement and  
22 described in Part 10, *infra*.

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27 <sup>52</sup> Settlement Agreement, ¶ 21.

28 <sup>53</sup> *Id.*, ¶ 20(c)(vii).

<sup>54</sup> Han Decl., ¶ 70.

1 **X. PROPOSED DEADLINES FOR THE NOTICE PROCESS**

2 At this preliminary approval stage, Plaintiffs also seek approval of the proposed deadlines  
3 for the notice and claims administration process. *Newberg*, at § 11.26. The notice process  
4 entails mailing of the Class Notice and Claim Forms to all known and reasonably ascertainable  
5 Class Members based on Defendant's payroll records. Within fourteen (14) calendar days of  
6 entry of an Order of Preliminary Approval of this Settlement Agreement by the Court, Defendant  
7 shall provide to the Claims Administrator a confidential spreadsheet of the Class Members'  
8 names, last-known home addresses, last-known home telephone numbers if available, Social  
9 Security Numbers or Federal Employment Identification Numbers, and hire and termination  
10 dates during the Class Period so weeks worked can be calculated by the Claims Administrator.  
11 Within twenty-eight (28) calendar days of Preliminary Approval of this Settlement Agreement,  
12 the Claims Administrator will mail the Class Notice and the Claim Form to Class Members.<sup>55</sup>

13 Class Notices and Claim Forms returned to the Claims Administrator as non-delivered  
14 during the forty-five (45) calendar day period for the filing of timely and valid claims shall be re-  
15 sent to the forwarding address, if any, on the returned envelope. If there is no forwarding  
16 address, the Claims Administrator will do an National Change of Address ("NCOA") check and  
17 one skip-trace return mail and re-mail the Class Notice and Claim Form within five (5) calendar  
18 days of receipt using the Class Member's Social Security Number; this search will be performed  
19 only once per Class Member by the Claims Administrator. The affected member of the  
20 Settlement Class shall remain a member of the Settlement Class and shall be bound by all the  
21 terms of the Settlement Agreement and the Court's Final Approval Order and Final Judgment.<sup>56</sup>

22 Class Members will have forty-five (45) calendar days from the initial mailing of the  
23 Class Notice and Claim Forms to submit their Claim Forms, Requests for Exclusions, or  
24 objections to the Claims Administrator.<sup>57</sup>

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27 <sup>55</sup> Settlement Agreement, ¶ 23(a).

28 <sup>56</sup> *Id.*, ¶ 23(b).

<sup>57</sup> *Id.*, ¶¶ 24, 27-28.

**XI. APPOINTMENT OF THE CLASS AND PAGA REPRESENTATIVE AND APPROVAL OF THE CLASS AND PAGA REPRESENTATIVE ENHANCEMENT AWARD**

A named plaintiff is eligible for payment that reasonably compensates him for undertaking and fulfilling a fiduciary duty to represent absent class members. *Cellphone Termination Fee Cases*, *supra*, 186 Cal.App.4th at p. 1393; *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding “service payments” to named plaintiffs for their efforts in bringing the case); *Stevens v. Safeway, Inc.* (C.D. Cal. Feb. 25, 2008) Case No. 05-01988, 2008 U.S. Dist. LEXIS 17119 (\$20,000 and \$10,000 to two class representatives); *In Re Janney Montgomery Scott LLC Financial Consultant Litig.* (E.D. Pa. July 16, 2009) Case No. 06-3202, 2009 U.S. Dist. LEXIS 60790 (\$20,000 each to three class representatives).

Plaintiffs spent a considerable amount of time and effort in producing relevant documents and employment records and provided the facts and evidence necessary to prove the allegations.<sup>58</sup> Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain information that would benefit the Class.<sup>59</sup> Plaintiffs have exhibited courage in vindicating the rights of the Class.<sup>60</sup> Class Counsel believe that no action would likely have been taken by Class Members individually, and that Plaintiffs’ services on behalf of the Class have advanced California’s public policy goal of enforcing wage-and-hour laws. See *Sav-On*, *supra*, 34 Cal.4th 319, 340 (2004).

The requested Class and PAGA Representative Enhancement Awards is fair and reasonable compensation for Plaintiffs’ efforts in bringing the action, serving as private attorneys general under PAGA, assisting counsel with the investigation, litigation, and settlement, regularly conferring with Class Counsel on the status of the case and the strategies for prosecuting the claims, and reviewing the proposed settlement to ensure that its terms are fair and that it provides adequate relief to the proposed Class.<sup>61</sup> Accordingly, it is appropriate and

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<sup>58</sup> Han Decl., ¶ 64; Declaration of Nathan Preiss (“Plaintiff Preiss”), ¶¶ 3-4; Declaration of Caroline Villasanti (“Villasanti Decl.”), ¶¶ 3-4

<sup>59</sup> Han Decl., ¶ 66; Preiss Decl., ¶ 4; Villasanti Decl., ¶ 4.

<sup>60</sup> Han Decl., ¶ 65.

<sup>61</sup> *Id.*, ¶¶ 67-68.

1 just for the Class and PAGA Representatives to receive reasonable Class and PAGA  
2 Representative Enhancement Awards, in addition to their share of the Net Settlement Amount,  
3 for their services on behalf of the Class Members.

4 **XII. CONCLUSION**

5 For the foregoing reasons, Plaintiffs respectfully requests that the Court grant preliminary  
6 approval of the proposed Settlement Agreement; certify the proposed Class; appoint Justice Law  
7 Corporation as Class Counsel; preliminarily approve the request for an award of Class Counsel's  
8 attorneys' fees and litigation costs; appoint Plaintiffs as the Class and PAGA Representatives;  
9 preliminarily approve the request for the Class and PAGA Representative Enhancement Awards;  
10 appoint Simpluris as the Claims Administrator; approve and direct the Claims Administrator to  
11 mail the Class Notice and Claim Forms to the proposed Class; and schedule a Final  
12 Approval/Settlement Fairness Hearing for a date to be determined by the Court.

13  
14 Dated: October 29, 2020

**JUSTICE LAW CORPORATION**

15  
16 By:  \_\_\_\_\_

Douglas Han

*Attorneys for Plaintiffs and the Class*

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is arivera@justicelawcorp.com

On October 29, 20, I served the foregoing document described as

**PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT THEREOF**

for the following case: **Preiss v. Fiore Management LLC a/k/a Candescant, LLC**  
LWDA/Court Case No.: **LWDA-CM-767764-20**  
**BCV-20-100930-DRL**  
**Kern County Superior Court**

on interested parties in this action by electronically submitting as follows:

**State of California**  
**Labor & Workforce Development Agency**  
**800 Capitol Mall, MIC-55**  
**Sacramento, California 95814**

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

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

Executed on October 29, 2020, at Pasadena, California.

  
\_\_\_\_\_

Allana Rivera