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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

KEVIN BIHAN-POUDEC, TAYLOR
EDWARDS, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

v.

FARFETCH.COM US LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 19STCV00800

Honorable Daniel J. Buckley
Department SSC1

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Edwin Aiwazian); Declarations of
Proposed Class Representatives (Kevin
Bihan-Poudec and Taylor Edwards); and
[Proposed] Order filed concurrently
herewith]

Date: June 28, 2021
Time: 10:30 a.m.
Department: SSC1

Complaint Filed: January 7, 2019
FAC Filed: February 14, 2019
SAC Filed: December 7, 2020
Trial Date: None Set

**TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF
RECORD:**

PLEASE TAKE NOTICE that on June 28, 2021 at 10:30 a.m. or as soon thereafter as the matter may be heard before the Honorable Daniel J. Buckley in Department SSC1 of the Superior Court of California for the County of Los Angeles, located at Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs Kevin Bihan-Poudec and Taylor Edwards (“Plaintiffs” or “Class Representatives”) will, and hereby do, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Class Action and PAGA Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as **“EXHIBIT 1”** to the Declaration of Edwin Aiwazian, including, but not limited to, the means of allocation and distribution of funds, including and not limited to, the allocations for penalties under the California Labor Code Private Attorneys General Act of 2004, Class Counsel Award to Class Counsel, Service Awards to Plaintiffs, and Settlement Administration Expenses to the Settlement Administrator;
- Conditionally certifying the Class for settlement purposes;
- Preliminarily appointing Plaintiffs Kevin Bihan-Poudec and Taylor Edwards as Class Representatives;
- Preliminarily appointing Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as **“EXHIBIT A”** to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement;
- Directing the mailing of the Class Notice to the Class Members;
- Approving the proposed deadlines for the notice and settlement administration process;
- Approving Simpluris, Inc. as the Settlement Administrator; and

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- Scheduling a hearing to consider whether to grant final approval of the Settlement, at which time the Court will also consider whether to grant final approval of the requests for the Class Counsel Award to Class Counsel, Service Awards for Plaintiffs, and Settlement Administration Expenses to Settlement Administrator.

This motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for approval by the Court of the settlement of a putative class action and allows the Court to preliminarily certify a class for settlement purposes.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Edwin Aiwazian) and Proposed Class Representatives (Kevin Bihan-Poudec and Taylor Edwards) in support thereof, the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: April 7, 2021

LAWYERS for JUSTICE, PC

By:



Edwin Aiwazian
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Kevin Bihan-Poudec and Taylor Edwards (“Plaintiffs” or “Class Representatives”) seek preliminary approval of the Class Action and PAGA Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Farfetch.com US LLC (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiffs and Defendant (collectively, the “Parties”) have agreed to settle this lawsuit for a Total Settlement Amount of eight hundred fifty thousand dollars (\$850,000.00).¹ The Total Settlement Amount includes the following: (1) Individual Settlement Shares to Settlement Class Members which will be distributed from the Net Distribution Fund;² (2) the Service Awards of seven thousand five hundred dollars (\$7,500.00) each to Plaintiff (\$14,000 total);³ (3) the Class Counsel Award to Class Counsel, consisting of attorneys’ fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, or two hundred ninety-seven thousand five hundred dollars (\$297,500.00), and reimbursement of litigation costs and expenses not to exceed thirty thousand dollars (\$30,000.00)⁴; (4) the Settlement Administration Expenses to the Settlement Administrator in the amount not to exceed thirteen thousand dollars (\$13,000.00);⁵ and (5) the amount of six hundred sixty-six thousand dollars and sixty-seven cents (\$666,666.67) allocated to penalties under the Private Attorneys General Act (“PAGA”), of which 75% (i.e., \$500,000.00) will be distributed to the Labor and Workforce Development Agency (“LWDA”) and 25% (i.e., \$166,666.67) will be distributed to Settlement Class Members as a part of the Net Distribution Fund.⁶

¹ Settlement Agreement, attached as “**EXHIBIT 1**” to Declaration of Edwin Aiwazian (“Aiwazian Decl.”), ¶ 2.27.

² *Id.*, ¶ 2.11.

³ *Id.*, ¶ 2.22.

⁴ *Id.*, ¶ 2.4.

⁵ *Id.*, ¶ 2.25.

⁶ *Id.*, ¶ 2.15.

Plaintiffs also seek to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

All hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the time period from January 7, 2015 through December 31, 2019 (“Class” or “Class Members”).⁷

The Class is estimated to consist of approximately three hundred nine (309) individuals.⁸

Class Members who do not submit a timely and valid request to be excluded from the Settlement (“Settlement Class Member”) will receive a share of the Net Distribution Fund (“Individual Settlement Share”) on a *pro rata* basis based upon the number of weeks each Settlement Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the period from January 7, 2015 through December 31, 2019 (“Workweeks”).⁹

The Settlement resolves the Released Claims of Plaintiffs and Settlement Class Members, against the Released Parties.¹⁰ Notwithstanding the forgoing, only those Settlement Class Members who cash, deposit, or negotiate their Individual Settlement Payment check will be deemed to have opted into the settlement and release of Released Claims that arise under the Fair Labor Standards Act (“FLSA”).¹¹

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is an online luxury fashion retail platform with one location in Los Angeles. Plaintiffs Kevin Bihan-Poudec and Taylor Edwards are former employees of Defendant.

On January 7, 2019, Plaintiff Bihan-Poudec filed a Class Action Complaint for Damages in the Los Angeles County Superior Court (“Court”), thereby commencing the above-captioned lawsuit (“Action”). On February 14, 2019, Plaintiffs Bihan-Poudec and Edwards filed the First Amended Class Action Complaint for Damages. On December 7, 2020, pursuant to a Court order granting the Parties’ joint stipulation, Plaintiffs filed the Second Amended Class Action

⁷ Settlement Agreement, ¶ 2.1. “Class Period” is defined as the period of time from January 7, 2015 through December 31, 2019. *See id.*, ¶ 2.2.

⁸ Aiwasian Decl., ¶ 9.

⁹ Settlement Agreement, ¶¶ 2.26, 2.29, & 4.8.

¹⁰ *See id.* at ¶ 2.19, for the full scope of the “Released Claims,” and *id.* at ¶ 2.20 for the definition of the “Released Parties.”

¹¹

Complaint for Damages and Enforcement Under the Private attorneys General Act, Cal. Labor Code § 2698 Et Seq. (“Operative Complaint”).

Plaintiffs’ core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and the Class Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA. Plaintiffs contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys’ fees.

Defendant has denied, and continues to deny, any liability and wrongdoing of any kind associated with any of the allegations in the Action, and further denies that the Action is appropriate for class treatment or representative adjudication for any purpose other than for settlement purposes only.

The Parties have actively litigated the Action since it was commenced on January 7, 2019. On August 20, 2019, the Parties participated in a formal, full-day mediation conducted by Deborah Crandall Saxe, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Total Settlement Amount to resolve the Released Claims of Plaintiffs and the Class Members who do not submit a timely and valid request to be excluded from the Settlement (i.e., Settlement Class Member) with respect to the Released Parties.¹² Subject to approval by the Court, the Net Distribution Fund will be calculated by deducting the following amounts from the Total Settlement Amount: (1)

¹² Settlement Agreement, ¶ 2.27.

attorneys' fees in an amount not to exceed two hundred ninety-seven thousand five hundred dollars (\$297,500.00) (i.e., up to 35% of the Total Settlement Amount) and reimbursement of costs and expenses in an amount not to exceed thirty thousand dollars (\$30,000.00) to Class Counsel (collectively referred to as the "Class Counsel Award"); (2) settlement administration costs, which are currently estimated not to exceed thirteen thousand dollars (\$13,000.00) to the Settlement Administrator ("Settlement Administration Expenses"); (3) payment to the LWDA of its 75% share of the PAGA Payment (i.e., \$500,000.00 out of \$666,666.67) ("LWDA Payment"); and (4) payments in the amount of up to seven thousand five hundred dollars and no cents (\$7,500.00) each to Plaintiffs Kevin Bihan-Poudec and Taylor Edwards (for a combined total of \$15,000) ("Service Awards").¹³ The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement Administrator") to handle the notice and settlement administration process.

The Parties have agreed that the Settlement Administrator will determine each Settlement Class Member's share of the available Net Distribution Fund ("Individual Settlement Share"), in accordance with the Settlement Agreement and as follows:

- a. The Settlement Administrator will calculate each Settlement Class Member's number of Workweeks.¹⁴
- b. The Settlement Administrator will divide the Net Distribution Fund by all Workweeks worked by all Settlement Class Members to determine the value of each Workweek ("Workweek Value").¹⁵
- c. The Workweek Value will be multiplied by each individual Settlement Class Member's number of Workweeks.¹⁶

Each Settlement Class Member's Individual Settlement Share will be allocated as follows: one-third (1/3) wages (the "wage portion"), which will be reported on an IRS Form W-2; and the remaining two-thirds (2/3) as penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099.¹⁷ Settlement Class Members will be issued payment of their Individual Settlement Share subject to reduction for the employee's share of taxes and

¹³ Settlement Agreement, ¶ 2.27. *See also, id.*, ¶¶ 2.4, 2.15, 2.22, & 2.25.

¹⁴ *Id.*, ¶ 4.8.

¹⁵ *Ibid.*

¹⁶ *Ibid.*

¹⁷ *Id.*, ¶ 4.9.

1 withholdings with respect to the wage portion of each Individual Settlement Share (the net
2 payment is referred to as an “Individual Settlement Payment”).¹⁸ Defendant will pay the
3 employer’s share of payroll taxes and contributions with respect to the wage portion of
4 Individual Settlement Shares (“Employer Taxes”) in addition to the Total Settlement Amount.¹⁹

5 The Individual Settlement Payment checks issued to Settlement Class Members will be
6 negotiable for one hundred eighty (180) calendar days from the date of issuance.²⁰ Individual
7 Settlement Payment checks that are not negotiated within the 180-day period will be cancelled.²¹
8 The funds associated with such cancelled checks will be transmitted by the Settlement
9 Administrator to the California State Controller’s Office’s Unclaimed Property Fund division,
10 in the name of the Settlement Class Member whose check is cancelled and in the respective
11 amount of the cancelled check.²²

12 Class Members who wishes to be excluded from the Settlement (i.e., opt out) must notify
13 the Settlement Administrator in writing by sending a letter indicating that they want to exclude
14 themselves.²³ To be timely, the Class Member must mail a written request for exclusion to the
15 Settlement Administrator, postmarked on or before the date that is sixty (60) calendar days from
16 the initial mailing of the Class Notice (“Response Deadline”).²⁴ A request for exclusion must
17 contain: (a) the Class Member’s name, address, telephone number, and the last four (4) digits of
18 his or her Social Security number; (b) the case name and number of the Action; (c) a clear and
19 unequivocal statement that the individual wishes to be excluded from the Settlement; and (d)
20 the Class Member’s signature.²⁵ Class Members who submit a valid and timely request for
21 exclusion will not be bound by the terms of the Settlement and Final Approval Order and
22 Judgment.²⁶

23
24
25 ¹⁸ Settlement Agreement, ¶¶ 2.11 & 4.9.

26 ¹⁹ *Id.*, ¶ 2.27.

27 ²⁰ *Id.*, ¶ 16.

28 ²¹ *Ibid.*

²² *Ibid.*

²³ *Id.*, ¶ 7.1.

²⁴ *Id.*, ¶ 2.21.

²⁵ *Id.*, ¶ 7.1.

²⁶ *Id.*, ¶ 7.1.

Only Class Members who do not exclude themselves from the Settlement (i.e., Settlement Class Members) have standing to object to the Settlement.²⁷ Settlement Class Members who wish to object to the Settlement must mail to the Settlement Administrator a written objection on or before the Response Deadline.²⁸ The objection must contain: (a) the objector's full name, address, telephone number, and signature; (b) the name and case number of the Action; (c) the specific legal and factual basis for each objection; and (d) a statement whether the objector intends to appear at the Final approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number.²⁹

Class Members who wish to dispute the number of Workweeks credited to them in their Class Notice may do so by mailing a written letter to the Settlement Administrator on or before the Response Deadline.³⁰ The dispute must contain: (a) the Class Member's full name, current address, current telephone number, last four digits of his or her Social Security number and signature; (b) the case name and number of the Action; (c) a clear statement explaining the basis for his or her dispute regarding Workweeks; and (d) any documentation that he or she has to support the dispute.³¹

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). California courts look to federal authority for guidance with class action settlements. *Dunk, supra*, 48 Cal.App.4th at 1801, fn.7 (citing *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821). The decision to approve or reject a proposed settlement is within the court's discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 ("In general, questions whether a settlement was fair and reasonable, whether certification of the class was proper, and whether the attorney fee award

²⁷ Settlement Agreement, ¶ 8.1.

²⁸ *Ibid.*

²⁹ *Id.*, ¶ 8.3.

³⁰ *Id.*, ¶ 9.1.

³¹ *Ibid.*

was proper are matters addressed to the trial court’s broad discretion.”). Accordingly, a court’s decision to approve a class action settlement may be reversed only upon a strong showing of “clear abuse of discretion.” *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026; *Class Plaintiff v. City of Seattle* (9th Cir. 1982) 955 F.2d 1268, 1276.

Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). This procedure, which is commonly utilized by both federal and state courts, assures class members of the protection of procedural due process safeguards and enables a court to fulfill its role as the guardian of the interest of the settlement class.

Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to voice their views of the settlement or to exclude themselves from the settlement. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court’s discretion. *Newberg*, § 11.25.

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

The trial court has broad powers to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794. To make this fairness determination, courts must consider several relevant factors, including “the strength

of the plaintiff's 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 view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk, supra*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba, supra*, 91 Cal.App.4th at 245. Furthermore, courts give "proper deference to the private consensual decision of the parties." *Hanlon, supra*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4th at 245. "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.*; *Dunk, supra*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.

The Parties actively litigated the Action since it was commenced on January 7, 2019. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively preparing the case for class certification and trial.³²

Prior to engaging in mediation, Class Counsel conducted significant investigation and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of tens of thousands of pages of documents and data produced by Defendant.³³ The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs and other Class Members' employment records, a

³² Aiwasian Decl., ¶¶ 11-13.

³³ *Id.*, ¶ 12.

1 detailed sampling of Class Members' time and pay data (such as Pay Statements, Earning
2 Statements, and Timecard Reports), company policy acknowledgements, internal memoranda,
3 New Hire Checklists, Defendant's operations and employment practices, forms (such as
4 Employment Change in Status, Employee Separation, and Employee Warning Notice),
5 procedures, and policies (such as Attendance Policy, Non-Exempt Employee Meal and Break
6 Policy, Non-Exempt Employee Paid Time Off (PTO) Policy, Travel and Expenses Policy, Open
7 Door Policy, and Non-Exempt Employee Paid Time off Policy), among other information and
8 documents.³⁴ Class Counsel interviewed Plaintiffs and other Class Members to gather facts and
9 to identify potential witnesses.³⁵ Counsel for the Parties also met and conferred on numerous
10 occasions, e.g., to discuss issues relating to the pleadings and the production of documents and
11 data prior to the mediation.³⁶ Class Counsel also drafted Plaintiffs' mediation brief and prepared
12 for and attended court proceedings, settlement negotiations, and the mediation, among other
13 tasks.³⁷

14 The Parties engaged in extensive settlement negotiations and participated in a formal,
15 full-day mediation conducted by Deborah Crandall Saxe, Esq., a well-respected mediator
16 experienced in mediating complex labor and employment matters.³⁸ Prior to and during the
17 mediation and settlement discussions, the Parties exchanged class information and engaged in
18 an intensive discussion regarding their evaluations of the case and various aspects of the case,
19 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
20 proceeding with class certification and/or representative adjudication, the law relating to off-
21 the-clock theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative
22 claims, as well as the evidence produced and analyzed, and the possibility of appeals, among
23 other things.³⁹ During all settlement discussions, the Parties conducted their negotiations at
24 arm's length in an adversarial position.⁴⁰ Arriving at a settlement that was acceptable to both

25 ³⁴ Aiwazian Decl., ¶ 12.

26 ³⁵ *Ibid.*

27 ³⁶ *Ibid.*

28 ³⁷ *Ibid.*

³⁸ *Id.*, ¶ 11.

³⁹ *Ibid.*

⁴⁰ *Ibid.*

Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial.⁴¹ After conducting investigations, significant informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation.⁴²

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification and trial.⁴³ The Parties have had the opportunity to interview and obtain information from their respective witnesses.⁴⁴ Counsel for the Parties have also reviewed documents and information relating to Plaintiffs' and the Class Members' employment with Defendant and performed significant research into the law concerning class certification, PAGA representative actions, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses thereto, as well as facts discovered.⁴⁵ The Parties have reached the Settlement based on this large volume of facts, evidence, and investigation. In addition, Class Counsel has extensive experience in employment class actions, including significant experience in California wage-and-hour litigation.⁴⁶

B. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement, which provides for a Total Settlement Amount of eight hundred fifty thousand dollars (\$850,000.00), represents a fair, adequate, and reasonable resolution of the matter.⁴⁷ The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the informal exchange of information.⁴⁸ The Settlement

⁴¹Aiwazian Decl., ¶¶ 11, 16-18.

⁴² *Ibid.*

⁴³ *Ibid.*

⁴⁴ *Ibid.*

⁴⁵ *Id.*, ¶¶ 11-13 & 16-18.

⁴⁶ *Id.*, ¶¶ 6-7.

⁴⁷ *Id.*, ¶¶ 11, 13, 14 & 21.

⁴⁸ *Id.*, ¶¶ 11-13.

takes into account the potential risks and rewards inherent in any case and, in particular, in the case at issue.⁴⁹ Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class.⁵⁰

Assuming that the Class Counsel Award, Service Awards, LWDA Payment, and Settlement Administration Expenses are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Distribution Fund that is currently estimated to be four hundred fifty-four thousand five hundred dollars (\$454,500.00).⁵¹ As discussed in Part III, *supra*, the entire Net Distribution Fund will be fully paid out to the Settlement Class Members, in accordance with the Settlement Agreement. The amount of each Settlement Class Member's Individual Settlement Share will be calculated based on his or her Workweeks.⁵² There is no reason to doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of preliminary approval. Even at the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members.⁵³ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, and has experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. The Settlement Is of Significant Value.

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted significant informal discovery and exchanged tens of thousands of pages of

⁴⁹ Aiwazian Decl., ¶¶ 16-18.

⁵⁰ *Id.*, ¶¶ 11, 13, & 21.

⁵¹ *Id.*, ¶ 14.

⁵² Settlement Agreement, § V.48(a)(b).

⁵³ Aiwazian Decl., ¶¶ 11, 13, & 21.

documents, data, and information prior to mediation.⁵⁴ The documents and information that Class Counsel obtained from Defendant and through other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.⁵⁵ As outlined in the Declaration of Edwin Aiwasian, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.⁵⁶

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE.

For settlement purposes, the requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.⁵⁷ California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

The Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any questions affecting any individual Class Member. Further, Plaintiffs' claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately protect the interests of the Class. Finally, prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications, and a class action is superior to other available means for the fair and efficient adjudication of the case. The Class is amenable to class certification for settlement purposes as discussed below.

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⁵⁴Aiwasian Decl., ¶¶ 11-13 & 18.

⁵⁵ *Id.*, ¶ 18.

⁵⁶ *Id.*, ¶¶ 21-28.

⁵⁷ Settlement Agreement, ¶ 3.1.

1 **A. The Class Is Ascertainable and Sufficiently Numerous.**

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

9 This action involves a class of approximately three hundred nine (309) individuals.⁵⁸
10 This class is sufficiently numerous. See *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926,
11 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as
12 joinder is not practical at that point). Further, all Class Members can and will be identified by
13 Defendant to the Settlement Administrator through a review of Defendant’s employment
14 records regarding non-exempt employees in California during the Class Period. As such, the
15 Class is ascertainable and sufficiently numerous.

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

17 The community of interest requirement “embodies three factors: (1) predominant
18 common questions of law or fact; (2) class representative with claims or defenses typical of the
19 class; and (3) class representative who can adequately represent the class.” *Sav-On, supra*, 34
20 Cal.4th at 326. “[T]he community of interest requirement for certification *does not mandate*
21 *that class members have uniform or identical claims.*” *Capitol People First v. Dep’t of*
22 *Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts
23 focus on the defendant’s internal policies and “pattern and practice . . . in order to assess whether
24 that common behavior toward similarly situated plaintiff renders class certification appropriate.”
25 *Id.* (citing *Sav-On, supra*, 34 Cal.4th at 333).

26 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
27 of recovery’ is likely to prove compatible with class treatment.” *Capitol People, supra*, 155

28

⁵⁸ Aiwazian Decl., ¶ 9.

Cal.App.4th at 690 (emphasis added) (citing *Sav-On, supra*, 34 Cal.4th at 327). Furthermore, the commonality inquiry centers on the “reasonableness” of the defendant’s labor policies as applied to the potential class. *Ghazaryan, supra*, 169 Cal.App.4th at 1534.

Here, common issues of fact and law predominate as to each of the claims alleged and asserted in the Operative Complaint. Based on the documents and information obtained through informal discovery and exchange of information in this case, Plaintiffs contend that Class Members were subject to the same or similar job duties and uniform operations and employment practices, policies, and procedures during the time period at issue.⁵⁹ Plaintiffs’ claims arise from Defendant’s alleged uniform policy and systematic scheme, with respect to Plaintiffs and the Class Members, of, *inter alia*, failing to properly pay overtime and minimum wages for all hours worked, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide complaint wage statements, failing to keep requisite payroll records, and failing to reimburse necessary business-related expenses.⁶⁰

Plaintiffs also contend that Defendant’s payroll and recordkeeping practices with respect to Plaintiffs and the Class Members were substantially the same during the time period at issue.⁶¹ As a result, Plaintiffs claim that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue.⁶²

Plaintiffs maintain that the outcome of this litigation would be determined by Defendant’s alleged uniform operations and employment policies and procedures that applied across its hourly-paid or non-exempt employees who worked in California during the Class Period. Accordingly, the Court should certify the Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR CLASS COUNSEL AWARD

Class Counsel has litigated the matter for over two years, and was actively preparing the

⁵⁹ Aiwazian Decl., ¶ 16.

⁶⁰ *Ibid.*

⁶¹ *Ibid.*

⁶² *Ibid.*

1 matter for class certification and trial.⁶³ The ongoing work has been extensive, demanding, and
2 ultimately successful in achieving a substantial settlement resolution. Class Counsel conducted
3 extensive investigations into the facts of the case and informal discovery. Class Counsel
4 reviewed tens of thousands of pages of documents and data⁶⁴ and also interviewed and obtained
5 information from Plaintiffs and other Class Members, researched applicable law, undertook
6 damages/valuation calculations, and met and conferred with Defendant's counsel regarding the
7 pleadings and the production of documents and data prior to mediation.⁶⁵ Counsel for the Parties
8 also undertook extensive settlement discussions, which included participating in a formal, full-
9 day mediation.⁶⁶

10 Class Counsel is well-experienced in wage-and-hour class action litigation and used that
11 experience to obtain a great result for the Class.⁶⁷

12 The Settlement establishes a Total Settlement Amount of eight hundred fifty thousand
13 dollars (\$850,000.00), and provides for Class Counsel to apply to the Court for Class Counsel
14 Award, consisting of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the
15 Total Settlement Amount (i.e., \$297,500.00) and an amount not to exceed thirty thousand dollars
16 (\$30,000.00) for costs and expenses.⁶⁸ The attorneys' fees provided for by the Settlement is
17 commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2)
18 the extensive time, effort and expense that Class Counsel dedicated to the case, (3) the skill and
19 determination that Class Counsel has shown, (4) the results that Class Counsel has achieved
20 throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the
21 Class Members, and (6) the other cases that Class Counsel had to turn down in order to devote
22 its time and efforts to this matter. The proposed Class Notice provides Class Members with
23 information about the amount allocated toward the Class Counsel Award, and that an award of
24 the Class Counsel Award will be sought, as provided for by the Settlement.⁶⁹

25 ⁶³ Aiwazian Decl., ¶¶ 11-13.

26 ⁶⁴ *Id.*, ¶ 12.

27 ⁶⁵ *Ibid.*

28 ⁶⁶ *Id.*, ¶ 11.

⁶⁷ *Id.*, ¶¶ 6-7.

⁶⁸ Settlement Agreement, ¶ 2.4.

⁶⁹ *Id.*, Exh. A.

1 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their
2 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*
3 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the
4 “experienced trial judge is the best judge of the value of professional services rendered in his
5 court.” *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney
6 fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result
7 achieved and risk incurred. *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503 (citing
8 *Lealao, supra*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to
9 a recovery that can be “monetized” with a reasonable degree of certainty, the trial court should
10 “ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace
11 in comparable litigation.” *Id.* at 50. In cases where class members present claims against a
12 settlement fund and the settlement agreement provides that the defendant agrees to paying the
13 attorneys a percentage of the same, use of that percentage method is appropriate. *Id.* at 32.

14 The propriety of calculating and awarding attorneys’ fees as a percentage of a settlement
15 that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed
16 by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The California
17 Supreme Court has taken the position that “[t]rial courts have discretion to conduct a lodestar
18 cross-check on a percentage fee,” “they also retain the discretion to forgo a lodestar cross-check
19 and use other means to evaluate the reasonableness of a requested percentage fee[,]” and “[t]he
20 percentage of fund method survives in California.” *Id.* (internal quotation marks omitted).

21 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
22 depending on the circumstances of the case. *Newberg*, § 14.03; see also *In re Ampicillin*
23 *Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45%
24 of the \$7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*
25 (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’
26 fees). California courts routinely approve class action attorneys’ fee awards “averag[ing] around
27 one-third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower
28 court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class

actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷⁰

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiffs' motion for final approval of the Settlement and application for the Class Counsel Award and at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement and to be requested by Class Counsel are well within the range of reasonableness.

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE.

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

The proposed Class Notice⁷¹ describes the Settlement, the deadlines and procedures to submit an objection to the Settlement, a request for exclusion from the Settlement, and/or a dispute regarding Workweeks, and the date and time set for the Final Approval Hearing.⁷²

The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39. "Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.⁷³ The proposed Class Notice recognizes that the Court has not yet granted

⁷⁰ Aiwasian Decl., ¶ 19.

⁷¹ Settlement Agreement, Exh. A.

⁷² *Ibid.*

⁷³ *Ibid.*

1 final approval of the settlement.⁷⁴ The proposed Class Notice also apprises the Class Members
2 of, *inter alia*, how their Individual Settlement Share is calculated and the number of Workweeks
3 credited to them.⁷⁵

4 The proposed Class Notice satisfies all due process requirements and complies with the
5 standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*,
6 §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960 (“The
7 essentials of due process of law in class suits would appear to be afforded by fair representation
8 in the assertion of claims of class members against the opposing parties in any lawsuit, and
9 notice of the pending suit.”). Accordingly, the Court should approve the proposed Class Notice.

10 **IX. APPOINTMENT OF SIMPLURIS, INC. AS THE SETTLEMENT**

11 **ADMINISTRATOR**

12 The Parties have selected Simpluris to administer the Settlement.

13 The Settlement Administrator will mail the Class Notice to each Class Member by First-
14 Class U.S. mail.⁷⁶ For any undeliverable Class Notice that is returned to the Settlement
15 Administrator with a forwarding address will be re-mailed to the forwarding address.⁷⁷ With
16 respect to any undeliverable Class Notice returned without a forwarding address, the Settlement
17 Administrator will make reasonable efforts to obtain an updated mailing address, including but
18 not limited to searching the National Change of Address Database and/or conducting one skip-
19 trace, and re-mail the Class Notice to the Class Member.⁷⁸ The Response Deadline to submit a
20 request for exclusion, objection, or dispute regarding Workweeks for Class Members to whom
21 a Class Notice is re-sent, after having been returned as undeliverable to the Settlement
22 Administrator, will be fifteen (15) calendar days from the date of the re-mailing or the original
23 sixty (60) calendar day deadline, whichever is later.⁷⁹ The Settlement Administrator will receive
24 and process requests for exclusion, objections, and any disputes regarding Workweeks.⁸⁰

25 ⁷⁴ Settlement Agreement, Exh. A.

26 ⁷⁵ *Ibid.*

27 ⁷⁶ *Id.*, ¶ 6.2.

28 ⁷⁷ *Id.*, ¶ 6.7.

⁷⁸ *Ibid.*

⁷⁹ *Ibid.*

⁸⁰ *Id.*, ¶ 3.4.

The Settlement Administrator will calculate the amounts of the Individual Settlement Shares; deduct and transmit applicable state and/or federal taxes in connection with the wage portion of Individual Settlement Shares; mail the Individual Settlement Payment checks to Settlement Class Members; issue W-2 and 1099 forms; calculate and disburse the Class Counsel Award, Service Awards, and LWDA Payment; and perform such other tasks necessary to effectuate the terms of the Settlement Agreement.⁸¹ The Settlement Administration Expenses shall not exceed thirteen thousand dollars (\$13,000.00) and will be paid out of the Total Settlement Amount, subject to approval by the Court.⁸²

Accordingly, Plaintiffs respectfully request that the Court appoint Simpluris, Inc. as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. PROPOSED DEADLINES FOR THE NOTICE PROCESS

At this preliminary approval stage, plaintiffs seek approval of the proposed deadlines for the notice and settlement administration process. *Newberg*, at § 11.26. The notice process entails mailing of the Class Notice, in the form approved by the Court, to all known and reasonably ascertainable Class Members based on Defendant's records.⁸³

Within thirty (30) calendar days after the date on which the Court grants preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the following information for each Class Member: full name, last known address, Social Security number, and dates of employment as a non-exempt employee (collectively, "Class Data").⁸⁴

Within forty-five (45) calendar days after the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to the Class Members via First-Class U.S. Mail.⁸⁵ If a Class Notice is returned to the Settlement Administrator with a forwarding address,

⁸¹ Settlement Agreement, ¶ 3.4; Aiwasian Decl., ¶ 15.

⁸² Settlement Agreement, ¶ 2.25.

⁸³ *Id.*, ¶ 3.4.

⁸⁴ *Id.*, ¶¶ 2.5 & 6.1.

⁸⁵ *Id.*, ¶ 6.2.

the Settlement Administrator will re-send the Class Notice to the forwarding address.⁸⁶ If no forwarding address is provided, then the Settlement Administrator will make reasonable efforts to obtain an updated mailing address, including but not limited to checking the National Change of Address Database and/or conducting one skip-trace, and re-mail the Class Notice to the Class Member.⁸⁷ Class Members will have until the applicable Response Deadline to mail a request for exclusion, mail a dispute regarding Workweeks, and/or to mail an objection.⁸⁸

Defendant will provide the Total Settlement Amount to the Settlement Administrator, within ten (10) calendar days after the Effective Date.⁸⁹ Within twenty (20) calendar days of the Effective Date, the Settlement Administrator will distribute: (1) the Individual Settlement Shares to Settlement Class Members; (2) the Court-approved Service Awards to Plaintiffs; (3) the Court-approved Class Counsel Award to Class Counsel; (4) the LWDA Payment to the LWDA; and (5) the Court-approved Settlement Administration Expenses to itself.⁹⁰

The Individual Settlement Payment checks will remain negotiable for one hundred eighty (180) calendar days from the date of their issuance.⁹¹ Checks that are not negotiated within the 180-day period will be cancelled.⁹² The funds associated with such cancelled checks will be tendered by the Settlement Administrator to the California State Controller's Office's Unclaimed Property Fund division.⁹³

XI. APPOINTMENT OF CLASS REPRESENTATIVES AND ALLOCATION FOR SERVICE AWARDS

Plaintiffs Kevin Bihan-Poudec and Taylor Edwards respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Service Awards in an amount up to seven thousand five hundred dollars and no cents (\$7,500.00) each to Plaintiffs Kevin Bihan-Poudec and Taylor Edwards (for a combined total of \$15,000).⁹⁴ It is within the

⁸⁶ Settlement Agreement, ¶ 6.8.

⁸⁷ *Id.*, ¶ 6.7.

⁸⁸ *Id.*, ¶ 2.21.

⁸⁹ *Id.*, ¶ 14.

⁹⁰ *Id.*, ¶ 15.

⁹¹ *Id.*, ¶ 16.

⁹² *Ibid.*

⁹³ *Ibid.*

⁹⁴ *Id.*, ¶ 2.22.

Court’s discretion to award payment to a class representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation award to a single class representative). The factors that courts may consider in determining whether to make an enhancement payment include: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *Id.*

The Service Awards are fair and appropriate. Plaintiffs spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.⁹⁵ Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would benefit the Class.⁹⁶ Accordingly, it is appropriate and just for Plaintiffs to each receive a Service Award for their services on behalf of the Class, in addition to their Individual Settlement Payments.

XII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement; conditionally certify the Class for settlement purposes; preliminarily appoint and designate Lawyers for Justice, PC as Class Counsel; preliminarily appoint and designate Plaintiffs Kevin Bihan-Poudec and Taylor Edwards as Class Representatives; appoint Simpluris, Inc. as Settlement Administrator; preliminarily approve the allocations for Class Counsel Award, Service Awards, LWDA Payment, and Settlement Administration Expenses; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided

⁹⁵ Aiwazian Decl., ¶ 20; Declaration of Kevin Bihan-Poudec in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (“Bihan-Poudec Decl.”), ¶ 4; Declaration of Kevin Taylor Edwards in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (“Edwards Decl.”), ¶ 4

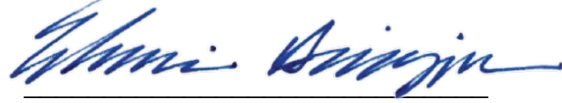
⁹⁶ Aiwazian Decl., ¶ 20; Bihan-Poudec Decl., ¶¶ 3-6; Edwards Decl., ¶¶ 3-6.

by the Settlement Agreement; and schedule a Final Approval Hearing to take place in approximately late September 2021.

Dated: April 7, 2021

LAWYERS for JUSTICE, PC

By:



Edwin Aiwanian
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