

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder, Esq. (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RICHARD SOUTSOS, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

CALIFORNIA RESOURCES
CORPORATION, a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV15170

[Assigned for all purposes to the Honorable
William F. Highberger, Department 10]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: September 21, 2021

Time: 10:00 a.m.

Dept.: 10

Complaint Filed: April 20, 2020

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 21, 2021, at 10:00 a.m., or as soon
3 thereafter as the matter may be heard, before the Honorable William F. Highberger, judge
4 presiding, in Department 10 of the above referenced Court, located at 312 N. Spring Street, Los
5 Angeles, California 90012, Plaintiff Richard Soutsos (“Plaintiff”) will and hereby does move this
6 Court for the following relief with respect to the Class and Representative Action Settlement
7 Agreement and Release of Claims (“Settlement Agreement” or “SA”) entered into by Plaintiff
8 and Defendant California Resources Corporation (“Defendant”) (together with Plaintiff, the
9 “Parties”):

- 10 1. That the Court approve the Settlement Agreement referenced above;
- 11 2. That the Court conditionally certify the following Class for settlement purposes
12 only: all current and former non-exempt employees employed by Defendant in California,
13 including Plaintiff, who received a Qualifying Wage Statement during the Class Period (the
14 “Class”);
- 15 3. That Plaintiff Richard Soutsos be appointed as the Class Representative and Larry
16 W. Lee and Max W. Gavron of Diversity Law Group, P.C. and William L. Marder of Polaris
17 Law Group be appointed as Class Counsel;
- 18 4. That the Court preliminarily approve the Settlement Agreement and the total
19 Gross Settlement Amount of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00);
- 20 5. That the Court finds on a preliminary basis that the Settlement Agreement appears
21 to be within the range of reasonableness of a settlement, including the amount of the PAGA
22 penalties, allocation of payments to Settlement Class Members, Service Payment to Plaintiff,
23 Attorneys’ Fees and Costs, and Settlement Administrator’s Costs, that could ultimately be given
24 final approval by this Court;
- 25 6. That the Court approve the mailing of the proposed Notice of Proposed Class
26 Settlement (“Notice” or “Notice Packet”) to be sent to Class Members;
- 27 7. That the Court appoint Phoenix Settlement Administrators as the Settlement
28 Administrator; and

1 8. That the Court schedule the matter for a Final Fairness and Final Approval
2 hearing.

3 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
4 provides for court approval of the settlement of a purported class action and allows the Court to
5 preliminarily certify a class for settlement purposes.

6 The basis for this unopposed Motion is that the proposed settlement is fair, adequate, and
7 reasonable, and the procedures proposed by the Parties are adequate to ensure the opportunity of
8 Class Members to participate in, opt-out of, or object to the settlement.

9 This Motion will be based on the attached Memorandum of Points and Authorities, the
10 Settlement Agreement and the proposed Notice, and the supporting Declarations of Larry W.
11 Lee, Max W. Gavron, William L. Marder, and Plaintiff Richard Soutsos, upon the oral
12 arguments of counsel (should there be any), and on the complete records and file herein.

13
14 DATED: August 27, 2021

DIVERSITY LAW GROUP, P.C.

15
16 By:  _____

Larry W. Lee

Max W. Gavron

Attorneys for Plaintiff and the Class
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TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	9
II. PROCEDURAL HISTORY	10
A. The Allegations Set Forth in the PAGA Notice and Complaint	10
B. The Parties Participate in Private Mediation	10
C. Summary of the Proposed Settlement	10
III. THE PROPOSED SETTLEMENT WARRANTS COURT APPROVAL	12
A. Two-Step Approval Process	12
B. The Settlement is Fair and Reasonable and Not the Result of Fraud or Collusion	13
C. The Settlement Meets the <i>Kullar</i> Factors	14
1. Strengths and Weaknesses of the First Cause of Action for Violation of Labor Code § 226(a)	15
2. Strengths and Weaknesses of the Second Cause of Action for PAGA Penalties	15
3. The Maximum Penalties	16
D. An Analysis of the Terms of the Settlement Agreement	18
1. Nature of Any Injunctive Relief	18
2. Amount and Manner of Distribution of the Compensation to be Provided to Class Members, Including the Amount, or an Estimate, of What Each Class Member Will Receive	18
3. Whether, and Under What Circumstances, Amounts Available for Payment in Settlement Might Not Be Paid to Class Members or Might Revert to the Defendant	19
4. Scope of the Release of Class Members' Claims	19
5. Tax Treatment of Settlement Amounts	20
6. Affirmative Obligations to be Undertaken by Class Members or Class Counsel and the Reasons for Any Such Obligations	20
7. Notice to Class Members	20
E. Attorneys' Fees and Litigation Costs	20

1	F.	The Settlement Administration Fees.....	22
2	G.	Proposed Payment to Class Representative	23
3	IV.	THE COURT SHOULD CONDITIONALLY CERTIFY THE CLASS	24
4	A.	Procedures for Settlement Before Class Certification	24
5	B.	The Proposed Class Meets all Certification Requirements.....	25
6	1.	The Class is Ascertainable and Sufficiently Numerous.....	25
7	2.	There are Common Questions of Law and Plaintiff's Claims are Typical of the Class.....	25
8	3.	Plaintiff and Class Counsel Have Adequately Represented the Class.....	26
9	V.	CONCLUSION.....	26
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			

TABLE OF AUTHORITIES

Page(s)

Cases

<i>Accord Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794 (1996).....	23
<i>Arias v. Superior Court</i> , 46 Cal. 4th 969 (2009)	15
<i>Bellinghausen v. Tractor Supply Co.</i> , No. 13-CV-02377-JSC, 2015 WL 1289342 (N.D. Cal. Mar. 20, 2015)	17
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).....	20
<i>Brotherton v. Cleveland</i> , 141 F. Supp. 2d 907 (S.D. Ohio 2001).....	22
<i>Brown v. Ralphs Grocery Co.</i> , 197 Cal. App. 4th 489 (2011).....	15
<i>Carrington v. Starbucks Corp.</i> , 30 Cal. App. 5th 504 (2018)	16
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43 (2008).....	20
<i>City of San Jose v. Superior Court</i> , 12 Cal. 3d 447 (1974)	24
<i>Cook v. Niedert</i> , 142 F.3d 1004 (7th Cir. 1998).....	23
<i>Delgado v. New Albertson's, Inc.</i> , 2010 WL 11507599 (C.D. Cal. March 15, 2010).....	15
<i>Enter. Energy Corp. v. Columbia Gas Transmission Corp.</i> , 137 F.R.D. 240 (S.D. Ohio 1991)..	23
<i>Faulkinbury v. Boyd & Assocs., Inc.</i> , 216 Cal. App. 4th 220 (2013)	24
<i>Fernandez v. Victoria Secret Stores LLC</i> , 2008 WL 8150856 (C.D. Cal. July 21, 2008).....	20
<i>Fleming v. Covidien, Inc.</i> , 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011)	15
<i>Gaskill v. Gordon</i> , 160 F.3d 361 (7th Cir. 1998).....	20
<i>Glass v. UBS Fin. Servs.</i> , No. C-06-4068, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. Jan. 27, 2007)	23
<i>Greko v. Diesel U.S.A., Inc.</i> , No. 10-cv-02576 NC, 2013 WL 1789602 (N.D. Cal. Apr. 26, 2013)	17
<i>Hammon v. Barry</i> , 752 F. Supp. 1087 (D.D.C. 1990)	12
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (1998).....	24
<i>Harris v. Vector Mktg. Corp.</i> , 656 F. Supp. 2d 1128 (N.D. Cal. 2009).....	14
<i>In re Armored Car Antitrust Litig.</i> , 472 F. Supp. 1357 (N.D. Ga. 1979)	12

1	<i>In re Baldwin-United Corp.</i> , 105 F.R.D. 475 (S.D.N.Y. 1984).....	23
2	<i>In re Chicken Antitrust Litig.</i> , 560 F. Supp. 957 (N.D. Ga. 1980).....	12
3	<i>In re Dun & Bradstreet Credit Servs. Customer Litig.</i> , 130 F.R.D. 366 (S.D. Ohio 1990)	22
4	<i>In re Mego Fin. Corp. Secs. Litig.</i> , 213 F.3d 454 (9th Cir.2000)	16
5	<i>In re Paine Webber Ltd. P'ships Litig.</i> , 171 F.R.D. 104 (S.D.N.Y. 1997).....	13
6	<i>Jordan v. L.A. County</i> , 669 F.2d 1311 (9th Cir.)	24
7	<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal. App. 4th 116 (2008).....	14
8	<i>Laffitte v. Robert Half Int'l</i> , 1 Cal. 5th 480 (Aug. 11, 2016)	20, 21
9	<i>Laffitte v. Robert Half Int'l</i> , 231 Cal. App. 4th 860 (2014)	21
10	<i>Lee v. Dynamex, Inc.</i> , 166 Cal. App. 4th 1325 (2008).....	24
11	<i>Lopez v. Friant & Associates, LLC</i> , 15 Cal. App. 5th 773 (2017).....	14
12	<i>Mars Steel Corp. v. Continental Illinois Nat'l Bank & Trust Co.</i> , 834 F.2d 677 (7th Cir. 1987) 12	
13	<i>McGhee v. Bank of Am.</i> , 60 Cal. App. 3d 442 (1976)	25
14	<i>McKinnon v. Best Buy Co., Inc.</i> , (Alameda Superior Court Case No. RG03082294).....	21
15	<i>Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.</i> , 221 F.R.D. 523 (C.D. Cal. 2004).....	12, 13
16	<i>Priddy v. Edelman</i> , 883 F.2d 438 (6th Cir. 1989).....	12
17	<i>Richmond v. Dart Industries, Inc.</i> , 29 Cal. 3d 462 (1981).....	24
18	<i>Serrano v. Priest</i> , 20 Cal. 3d 25 (1977)	20
19	<i>Stephens v. Montgomery Ward & Co.</i> , 193 Cal. App. 3d 411 (1987)	24
20	<i>Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n</i> , 79 F.R.D. 571 (E.D. Pa. 1978)	12
21	<i>Steinberg v. Carey</i> , 470 F. Supp. 471 (S.D.N.Y. 1979).....	12
22	<i>Van Ba Ma v. Covidien Holding Inc.</i> , U.S. Dist. Ct. Case No. 8:12-cv-02161 (C.D. Cal. 2014) 17	
23	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995).....	22
24	<i>Vasquez v. Superior Court</i> , 4 Cal. 3d 800 (1971).....	24
25	<i>Villalpando v. Excel Direct Inc.</i> , 303 F.R.D. 588 (N.D. Cal. 2014).....	24
26	<i>Villegas v. J.P. Morgan Chase & Co.</i> , No. CV 09-00261 SBA EMC, 2012 WL 5878390 (N.D.	
27	Cal. Nov. 21, 2012).....	17
28	<i>Vincent v. Hughes Air West, Inc.</i> , 557 F. 2d 759 (9th Cir. 1997)	20

1	<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224 (2001).....	23
2	<i>Woods v. Vector Mktg. Corp.</i> , 2015 U.S. Dist. LEXIS 67303 (N.D. Cal. May 22, 2015)	14
3	Statutes	
4	Labor Code § 226(a)	passim
5	Labor Code § 226(e)	15, 16
6	Labor Code § 2698, <i>et seq.</i>	8, 9
7	Labor Code § 2699(e)(2)	16
8	Labor Code section 2699.3	9
9	Other Authorities	
10	Alba Conte & Herbert B. Newberg, <i>4 Newberg on Class Actions</i> , § 11.26 (4th ed. 2002).....	
11		12, 13, 23
12	<i>Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive</i>	
13	<i>Fees</i> , 81 Wash U. L. Q. 653 (Fall 2003).....	20
14	Eisenberg & Miller, <i>Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008</i> ,	
15	7 J. of Empirical Leg. Stud. 248 (2010).....	21
16	Fitzpatrick, <i>An Empirical Study of Class Action Settlements and Their Fee Award</i> , 7 J. Empirical	
17	Leg. Stud. 811 (2010)	21
18	<i>Manual for Complex Litigation, Third</i> § 30.41 (Fed. Jud. Ctr., 3rd ed. 1995)	11

1 **I. INTRODUCTION**

2 Plaintiff Richard Soutsos (“Plaintiff”) brings class and representative Private Attorneys
3 General Act (“PAGA”) claims against Defendant California Resources Corporation
4 (“Defendant”) under the California Labor Code (Plaintiff and Defendant shall be jointly referred
5 to as the “Parties”). Plaintiff alleges in this lawsuit that Defendant failed to provide accurate
6 itemized wage statements to its employees. Specifically, Plaintiff contends that Defendant failed
7 to specify the correct rate of pay for overtime wages and accurate total hours worked whenever
8 overtime and/or shift differential wages were paid on wage statements issued by Defendant to its
9 employees. Based on this violation, Plaintiff asserts class and PAGA claims for violation of
10 Labor Code § 226(a).

11 Prior to the settlement of this action, the Parties thoroughly investigated the facts relating
12 to the class and PAGA claims alleged in the Complaint and engaged in a thorough study of the
13 legal principles applicable to the claims asserted against Defendant. Through the exchange of
14 information in advance of mediation, Defendant provided necessary data pertaining to the
15 number of putative class members and the number of wage statements at issue, as well as
16 information pertaining to Defendant’s wage statement policies and practices. Thereafter, the
17 Parties attended a full day of private mediation with Ronald M. Sabraw, Esq., and after further
18 extended negotiations, the Parties reached the current settlement. The terms of the Settlement
19 Agreement provide that Defendant pay a Gross Settlement Amount of Five Hundred Twenty-
20 Five Thousand Dollars (\$525,000.00) to resolve the class and PAGA claims. Significantly, the
21 entire Gross Settlement Amount will be distributed to the class on a **non-reversionary basis,**
22 **such that no remaining monies will revert to Defendant.** Further, no claim forms are required.

23 The Parties and their respective counsel believe that the settlement for the consideration
24 and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate in light
25 of all known circumstances and the expenses and risks inherent in litigation. Although Plaintiff
26 and his counsel are confident that they can prevail on class certification, as well as on the merits,
27 they recognize the inherent risks in drawn-out litigation and the specific risks that a class might
28 not be certified and/or that Plaintiff could fail to establish liability.

Therefore, the Parties respectfully request that the Court grant this Motion for Preliminary Approval of Class Action Settlement.

II. PROCEDURAL HISTORY

A. The Allegations Set Forth in the PAGA Notice and Complaint

On March 30, 2020, Plaintiff submitted his written notice under Labor Code § 2699.3 (the “PAGA Notice”) to the California Labor & Workforce Development Agency (“LWDA”) and Defendant. Declaration of Max W. Gavron (“Gavron Decl.”) ¶ 3. As set forth in the PAGA Notice, Plaintiff alleges that Defendant failed to identify the correct rate of pay for overtime wages and accurate total hours worked whenever overtime and/or shift differential wages were paid, in violation of Labor Code § 226(a). *Id.*

On April 20, 2020, Plaintiff filed a complaint in this action in the Los Angeles County Superior Court. Gavron Decl. ¶ 4. The complaint alleges class and representative PAGA claims for violation of Labor Code § 226(a), and violation of California Labor Code § 2698, *et seq.*, based on the same facts. *Id.* Plaintiff seeks statutory and civil penalties under the California Labor Code and the PAGA, as well as attorneys’ fees and costs. *Id.*

B. The Parties Participate in Private Mediation

In approximately January 2021, the Parties agreed to attempt to resolve this matter through private mediation. Gavron Decl. ¶ 5. In advance of the mediation, the Parties engaged in informal discovery, which allowed Plaintiff to conduct a full damage analysis. *Id.* ¶¶ 5, 21. Defendant provided informal data and information pertaining to the putative class size, the number of aggrieved employees, and the number of wage statements at issue.

On April 29, 2021, the Parties participated in an all-day mediation session with neutral Ronald M. Sabraw, Esq. *Id.* ¶ 6. After a full day of negotiation, the Parties were not initially able to resolve their dispute. *Id.* ¶ 9. Thereafter, with the aid of continuing discussions, the Parties were able to reach an agreement for settlement and the key terms, which was memorialized in a memorandum of understanding. *Id.* After further continued negotiations, the Parties reached the present class-wide settlement. *Id.*

C. Summary of the Proposed Settlement

1 The material terms of the settlement are memorialized in the Settlement Agreement and
2 Release (“Settlement Agreement” or “SA”), a true and correct copy of which is attached as
3 **Exhibit A** to the Declaration of Max W. Gavron.

4 The proposed Class consists of “all current and former non-exempt employees employed
5 by Defendant in California, including Plaintiff, who received a Qualifying Wage Statement
6 during the Class Period.” SA ¶ A.6. The Class Period is defined as “the period of March 30,
7 2019 through April 1, 2021, inclusive of the beginning and ending dates.” SA ¶ A.7. Defendant
8 represents that 19,400 wage statements reflecting the payment of overtime wages and/or shift
9 differential wages (“Qualifying Wage Statement”) were issued during the Class Period. SA ¶¶
10 A.32, C.48.(c). If the number of Qualifying Wage Statements during that period increases by
11 more than 5%, the Gross Settlement Amount will increase by 1% for each percent increase above
12 5%. SA ¶ C.48.(c).

13 The Settlement Agreement provides for the Gross Settlement Amount of Five Hundred
14 Twenty-Five Thousand Dollars (\$525,000.00). SA ¶ C.48.(a). The amount allocated to each
15 Class Member will be based on the number of Qualifying Wage Statements each employee
16 received, as compared to the total number of Qualifying Wage Statements issued to all Class
17 Members. SA ¶ C.48(d). This is fair, as it directly allocates greater recovery to individual Class
18 Members who have allegedly suffered greater harm. Gavron Decl. ¶ 13.

19 Additionally, the Settlement Agreement allocates Twenty-Five Thousand Dollars
20 (\$25,000.00) of the Gross Settlement Amount to PAGA penalties. SA ¶ C.48.(e). Pursuant to
21 the PAGA, 75% of this amount, *i.e.*, the sum of Eighteen Thousand Seven Hundred Fifty
22 Dollars (\$18,750.00), shall be paid to the LWDA. *Id.* The remaining 25%, *i.e.*, the sum of Six
23 Thousand Two Hundred Fifty Dollars (\$6,250.00), shall be distributed to Aggrieved
24 Employees. *Id.* Aggrieved Employees consist of “all current and former non-exempt employees
25 employed by Defendant in California, including Plaintiff, who received a Qualifying Wage
26 Statement during the Class Period.” SA ¶ A.2.

27 As part of the Settlement Agreement, Defendant does not object to Plaintiff’s Counsel’s
28 request for attorneys’ fees up to one-third of the Gross Settlement Amount, *i.e.*, the sum of One

1 Hundred Seventy-Five Thousand Dollars (\$175,000.00), plus up to Fifteen Thousand Dollars
2 (\$15,000.00) for reimbursement of actual litigation costs, subject to the Court finally approving
3 this Settlement. SA ¶ C.48.(j). Also, as part of the Settlement Agreement, Defendant does not
4 object to Plaintiff's request for a Service Award of Ten Thousand Dollars (\$10,000.00). SA ¶
5 C.48.(i). Both Plaintiff and Class Counsel expressly acknowledge that the Court has final
6 discretion in any fee award or Class Representative Service Award. *See* SA ¶¶ C.48.(i),
7 C.48.(j).

8 Finally, the Settlement Agreement provides for the payment of the fees and expenses
9 reasonably incurred by the Settlement Administrator. SA ¶ C.48.(k). The Parties have received
10 a quote from Phoenix Settlement Administrators for a fee of approximately Eight Thousand
11 Five Hundred Dollars (\$8,500.00) to administer the settlement. *Id.* Should the Court approve a
12 lesser amount or the actual costs incurred fall below \$8,500, any excess amount shall be added
13 to the Net Settlement Amount. *Id.*

14 **III. THE PROPOSED SETTLEMENT WARRANTS COURT APPROVAL**

15 **A. Two-Step Approval Process**

16 Any settlement of a class action lawsuit must be reviewed and approved by the Court.
17 This is done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final
18 review after notice has been distributed to the class members for their comment or objections.
19 The *Manual for Complex Litigation, Third* § 30.41 states:

20 Approval of class action settlements involves a two-step process. First, counsel
21 submits the proposed terms of settlement and the court makes a preliminary
22 fairness evaluation. If the preliminary evaluation of the proposed settlement does
23 not disclose grounds to doubt its fairness or other obvious deficiencies, such as
24 unduly preferential treatment of class representatives or of segments of the class,
25 or excessive compensation for attorneys, and appears to fall within the range of
possible approval, the court should direct that notice ... be given to the class
members of a formal fairness hearing, at which arguments and evidence may be
presented in support of and in opposition to the settlement.

26 (Fed. Jud. Ctr., 3rd ed. 1995). Thus, the preliminary approval by the trial court is simply a
27 conditional finding that the settlement appears to be within the range of acceptable settlements.
28 As Professor Newberg comments, "[t]he strength of the findings made by a judge at a

1 preliminary hearing or conference concerning a tentative settlement proposal may vary. The
2 court may find that the settlement proposal contains some merit, is within the range of
3 reasonableness required for a settlement offer, or is presumptively valid subject only to any
4 objections that may be raised at a final hearing.” Alba Conte & Herbert B. Newberg, *4 Newberg*
5 *on Class Actions* § 11.26 (4th ed. 2002).

6 The procedures for the parties’ submission of a proposed settlement for preliminary
7 approval by the court also are discussed in *4 Newberg on Class Actions*:

8 When the parties to an action reach a monetary settlement, they will usually
9 prepare and execute a joint Settlement Agreement of settlement, which is
10 submitted to the court for preliminary approval. The Joint Settlement Agreement
11 should set forth the central terms of the agreement, including but not limited to,
the amount of settlement, form of payment, manner of determining the effective
date of settlement and any recapture clause.

12 *Id.* § 11.24.

13 Here, the Parties have reached such an agreement and have submitted to this Court in
14 connection with this Motion a copy of the Settlement Agreement fully setting forth all terms of
15 the agreement reached by the Parties, which include, among other things, the method for
16 calculating the Class Members’ individual settlement payments. *See* SA ¶ C.48.(d).

17 **B. The Settlement is Fair and Reasonable and Not the Result of Fraud or**
18 **Collusion**

19 Courts presume the absence of fraud or collusion in the negotiation of settlement unless
20 evidence to the contrary is offered. *Priddy v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989); *Mars*
21 *Steel Corp. v. Continental Illinois Nat’l Bank & Trust Co.*, 834 F.2d 677, 682 (7th Cir. 1987); *In*
22 *re Chicken Antitrust Litig.*, 560 F. Supp. 957, 962 (N.D. Ga. 1980). Courts do not substitute their
23 judgment for that of the proponents, particularly where, as here, settlement has been reached
24 with the participation of experienced counsel familiar with the litigation. *Nat’l Rural Telecomms.*
25 *Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004); *Hammon v. Barry*, 752 F. Supp.
26 1087 (D.D.C. 1990); *Steinberg v. Carey*, 470 F. Supp. 471 (S.D.N.Y. 1979); *In re Armored Car*
27 *Antitrust Litig.*, 472 F. Supp. 1357 (N.D. Ga. 1979); *Sommers v. Abraham Lincoln Federal Sav.*
28 *& Loan Ass’n*, 79 F.R.D. 571 (E.D. Pa. 1978).

While the recommendations of counsel proposing the settlement are not conclusive, the

1 Court can properly take them into account, particularly where, as here, they have been involved
2 in significant discovery and negotiations for some period of time, appear to be competent, have
3 experience with this type of litigation, and have exchanged substantial evidence from the
4 opposing party. *See Newberg on Class Actions, supra*, § 11.47; *Nat'l Rural Telecomms. Coop.*,
5 221 F.R.D. at 528 (quoting *In re Paine Webber Ltd. P'ships Litig.*, 171 F.R.D. 104, 125
6 (S.D.N.Y. 1997) (“[s]o long as the integrity of the arm’s length negotiation process is preserved,
7 however, a strong initial presumption of fairness attaches to the proposed settlement...[citations]
8 and ‘great weight’ is accorded to the recommendations of counsel, who are most closely
9 acquainted with the facts of the underlying litigation”)).

10 Here, both Class Counsel and Defendant’s counsel have a great deal of experience in
11 wage and hour class action litigation. Gavron Decl. ¶ 27; Declaration of Larry W. Lee (“Lee
12 Decl.”) ¶ 4; Declaration of William Marder (“Marder Decl.”) ¶ 2. Class Counsel has been
13 approved as class counsel in a number of wage and hour class actions and have extensive
14 litigation experience. Gavron Decl. ¶¶ 30-34; Lee Decl. ¶¶ 4, 6-8; Marder Decl. ¶¶ 2, 4-11.
15 Moreover, as discussed above, Class Counsel conducted a very extensive investigation of the
16 allegations involved in this case since its inception. Gavron Decl. ¶ 28. Each side has apprised
17 the other of their respective factual contentions, legal theories, and defenses, resulting in
18 extensive arm’s length negotiations taking place among the Parties. *Id.* ¶¶ 5-9, 26-28.

19 The settlement for each Class Member is fair, reasonable, and adequate, given the
20 inherent risks of litigation, including the substantial risks relative to class certification, and the
21 costs of pursuing such litigation. *See* Section III-C, *infra*. Despite the asserted fairness of the
22 settlement terms, as set forth in the Notice of Proposed Class Settlement (“Notice”), should any
23 Class Member wish to pursue his or her own case for the claims being released herein, each
24 Class Member has the right to submit a request for exclusion (*i.e.*, opt-out) from the settlement.
25 *See* SA, Ex. A. Moreover, as set forth in the Notice, Class Members are advised of their right to
26 attend the final approval hearing and object to any of the terms contained in the proposed
27 Settlement Agreement. *See id.*

28 **C. The Settlement Meets the *Kullar* Factors**

As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.*, a class action settlement should be approved when the plaintiff has conducted sufficient discovery and the settlement is reasonable in light of the strengths of the plaintiff's claims. 168 Cal. App. 4th 116, 130, 133 (2008). As discussed herein, Class Counsel have conducted meaningful investigation and, in light of the strength and weaknesses of the Class claims, counsel submits that this settlement is fair pursuant to *Kullar*.

1. Strengths and Weaknesses of the First Cause of Action for Violation of Labor Code § 226(a)

Although Plaintiff believes that a class can be certified, Plaintiff also believes in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals. Gavron Decl. ¶ 26; Lee Decl. ¶ 3; Marder Decl. ¶ 3.

Among other things, Defendant has argued that any alleged omission of information from the wage statements was not a "knowing and intentional failure" by Defendant to comply with Labor Code § 226(a), and penalties are therefore unwarranted. Gavron Decl. ¶ 7; *see Harris v. Vector Mktg. Corp.*, 656 F.Supp.2d 1128, 1145-46 (N.D. Cal. 2009) (summary adjudication warranted on Section 226(e) claim where record lacked evidence that conduct was knowing or willful); *Woods v. Vector Mktg. Corp.*, 2015 U.S. Dist. LEXIS 67303, at *8-9, *12-14 (N.D. Cal. May 22, 2015) (finding that when the defendant made a good faith claim that the employee was properly classified as exempt its failure to provide accurate wage statements was not knowing and intentional). Defendant also argued that total hours worked could easily be determined by employees by simply adding the hours worked at a particular rate of pay, and that its wage statements complied with Labor Code § 226(a). Gavron Decl. ¶ 7.

2. Strengths and Weaknesses of the Second Cause of Action for PAGA Penalties

For the purpose of PAGA liability, a plaintiff need not establish the "knowing and intentional" and "injury" elements of Labor Code § 226(e) to prevail. *See Lopez v. Friant & Associates, LLC*, 15 Cal. App. 5th 773, 784-85 (2017). Nonetheless, the trial court has the discretion to reduce PAGA civil penalties "if, based on the facts and circumstances of the

1 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive,
2 or confiscatory.” See Cal. Labor Code § 2699(e)(2); *Delgado v. New Albertson’s, Inc.*, 2010 WL
3 11507599 at *7 (C.D. Cal. Mar. 15, 2010) (explaining that court’s discretion to reduce penalties
4 under PAGA protects defendants from unconstitutionally excessive penalties); *Carrington*, 30
5 Cal. App. 5th at 529 (affirming reduction of PAGA penalties where the trial court found the
6 reduction was warranted based on the employer’s “good faith attempts” to comply with the
7 Labor Code and “because the court found the violations were minimal”).¹

8 Plaintiff further recognizes that Defendant could make a persuasive argument at trial that
9 the penalties herein should be substantially reduced. Gavron Decl. ¶ 24. Thus, for comparison
10 purposes, the following are some examples of PAGA awards, which were awarded after an
11 actual trial. Just very recently, in the matter of *Magadia v. Wal-Mart Assocs. et al.*, while the trial
12 court imposed substantial PAGA penalties upon the defendant, such amount still represented
13 reductions of 67% and 80% of the potential PAGA penalties at issue. 384 F. Supp.3d 1058, 1069
14 (N.D. Cal. 2019), *reversed Magadia v. Wal-Mart Assocs., Inc.*, 999 F.3d 668, 680 (9th Cir.
15 2021). Thereafter, on appeal, the Ninth Circuit reversed the award completely. *Magadia*, 999
16 F.3d at 680. Similarly, in *Fleming v. Covidien, Inc.*, while plaintiff ultimately prevailed in a
17 PAGA trial predicated on a violation of Labor Code § 226(a), the Court assessed only 17% of the
18 maximum penalties. 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011). Gavron Decl. ¶
19 24. Thus, the possibility of a reduction or complete reversal of PAGA penalties is real and
20 substantial.

21 3. The Maximum Penalties

22 Based on the class data provided by Defendant, Plaintiff estimated that Defendant would
23 face potential liability of up to approximately \$1.9 million for Plaintiff’s class claims, pursuant to
24 Labor Code § 226(e) if Plaintiff succeeded at trial (19,400 wage statements x \$100 per
25

26 ¹ As the California Supreme Court and Court of Appeal have held, the purpose of PAGA is not to
27 seek wages or recovery for the individual employees. *Arias v. Superior Court*, 46 Cal. 4th 969,
28 986 (2009) (holding that an action to recover civil penalties “is fundamentally a law enforcement
action designed to protect the public and **not** to benefit private parties”) (emphasis added);
Brown v. Ralphs Grocery Co., 197 Cal. App. 4th 489, 1499 (2011).

1 violation). Gavron Decl. ¶ 21. Plaintiff was able to estimate the potential damages and penalties
2 based on data provided by Defendant, including the number of employees in the putative class
3 and the number of wage statements at issue. *Id.* Specifically, the amount of Labor Code § 226(e)
4 penalties is based on 19,400 allegedly deficient wage statements. *Id.*

5 With respect to potential liability of Plaintiff's PAGA claim, Plaintiff estimated that
6 Defendant could face civil penalties of up to a maximum of approximately \$4.85 million if
7 Plaintiff were successful at trial, which is premised on a \$250 penalty per wage statement,
8 pursuant to Labor Code § 226.3. *Id.* ¶ 23. However, even assuming Plaintiff ultimately prevailed
9 on his PAGA claim, the Court still has discretion to reduce any PAGA penalties. Pursuant to
10 Labor Code § 2699(e)(2), the Court can decline to award PAGA penalties where "if, based on
11 the facts and circumstances of the particular case, to do otherwise, would result in an award that
12 is unjust, arbitrary and oppressive, or confiscatory." Indeed, as shown in the Court of Appeal's
13 decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on his PAGA claim upon
14 trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's
15 good faith attempt at complying with the law. 30 Cal. App. 5th 504 (2018). Upon review, the
16 Court of Appeal found such reduction to be proper. *Id.* at 539; *see also Magadia*, 999 F.3d at 680
17 (entirely reversing award of PAGA penalties on appeal).

18 Thus, based on the class data provided by Defendant, Plaintiff's counsel estimated total
19 penalties to be approximately \$6.75 million, if the Court awarded full penalties on both
20 Plaintiff's PAGA and class claims. Gavron Decl. ¶ 25. Therefore, Plaintiff's settlement of
21 \$525,000.00 is approximately 7.7% of the total estimated liability, which is an excellent result
22 and consistent with other class settlements. If the Court were to reduce the maximum PAGA
23 penalties by 90%, as was done in *Carrington*, the settlement value is an even higher percentage
24 of the potentially available recovery. *Id.*

25 Numerous courts have held that **gross** settlements approximating between only 8 and
26 25% of the defendant's potential exposure are fair and reasonable. *See, e.g., In re Mego Fin.*
27 *Corp. Secs. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (holding that class action settlement
28 recovering 16% of potential exposure was fair and reasonable; "[i]t is well-settled law that a cash

1 settlement amounting to only a fraction of the potential recovery does not per se render the
2 settlement inadequate or unfair. Rather, the fairness and the adequacy of the settlement should be
3 assessed relative to risks of pursuing the litigation to judgment”; noting that whether the
4 settlement is fair and adequate depends on the “the difficulties in proving the case”);
5 *Bellinghausen v. Tractor Supply Co.*, No. 13-CV-02377-JSC, 2015 WL 1289342, at *6 (N.D.
6 Cal. Mar. 20, 2015) (holding that class action settlement recovering between 8.5% and 25% of
7 the defendant’s potential exposure was fair); *Van Ba Ma v. Covidien Holding Inc.*, U.S. Dist. Ct.
8 Case No. 8:12-cv-02161 (C.D. Cal. 2014) (court granted preliminary approval of wage and hour
9 class settlement which obtained only 9.1% of projected damages, given the risks of continued
10 litigation); *Villegas v. J.P. Morgan Chase & Co.*, No. CV 09-00261 SBA EMC, 2012 WL
11 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (holding that gross class action settlement of
12 approximately 15% of the potential recovery was fair and reasonable); *Greko v. Diesel U.S.A.*,
13 *Inc.*, No. 10-cv-02576 NC, 2013 WL 1789602, at *5 (N.D. Cal. Apr. 26, 2013) (24% was
14 reasonable).

15 **D. An Analysis of the Terms of the Settlement Agreement**

16 **1. Nature of Any Injunctive Relief**

17 The Settlement Agreement does not provide for any injunctive relief.

18 **2. Amount and Manner of Distribution of the Compensation to be**
19 **Provided to Class Members, Including the Amount, or an Estimate, of**
20 **What Each Class Member Will Receive**

21 The Settlement Agreement provides for a Gross Settlement Amount of \$525,000.00. The
22 Net Settlement Amount (calculated after deduction of the approved Service Award, LWDA’s
23 portion of the PAGA Penalties, Settlement Administration Costs, and Attorneys’ Fees and Costs)
24 will be paid to all Class Members who do not opt out of the settlement. SA ¶¶ C.48.(b), C.48.(d).
25 Class Members who timely opt out, however, will still receive a pro rata share of PAGA
26 Penalties. *Id.* ¶ G.67.(a). Class Counsel estimates that the Net Settlement Amount will be
approximately \$297,750.00. Gavron Decl. ¶ 18.

27 Based on the anticipated Net Settlement Amount, on a pure raw average, each Class
28 Member will receive approximately \$850.71 each. *Id.* ¶ 19. The amount allocated to each Class

Member will be based on the number of Qualifying Wage Statements received during the Class Period. *See* SA ¶ C.48.(d). The amount any particular Class Member will be entitled to recover will be greater or lower than this average, depending on his or her number of Qualifying Wage Statements and the number of opt-outs received.

3. Whether, and Under What Circumstances, Amounts Available for Payment in Settlement Might Not Be Paid to Class Members or Might Revert to the Defendant

This is a non-reversionary settlement as the entirety of the settlement amount will be fully paid out. *See* SA ¶ C.50. Any Individual Settlement Payments to Settlement Class Members that remain un-cashed within one hundred eighty (180) days of the mailing of settlement payment checks by the Settlement Administrator will be sent to the California State Controller in the name of the Class Member. *See* SA ¶ G.71.

4. Scope of the Release of Class Members' Claims

The scope of the release, as listed below, is identified in the Settlement Agreement at Paragraphs A.8., A.27., and D.52., as well as in the Notice that will be sent to Class Members:

any and all statutory penalty and damages claims, interest, attorneys' fees and costs that Plaintiff alleged or could have alleged against the Released Parties, on behalf of Class Members, based on the facts stated in Plaintiff's Complaint and in Plaintiff's notice letter to the Labor and Workforce Development Agency ("LWDA"), including any and all alleged violations of California Labor Code § 226 and §226.3, whether based on federal, state or local law now existing or created in the future and, with respect to the penalties claimed in the Action, any source of obligation as a basis for claiming such penalties during the Class Period against the Released Parties ("Class Released Claims");

and

any and all PAGA claims that Plaintiff alleged or could have alleged on behalf of Aggrieved Employees and State of California and pursues on behalf of the Labor and Workforce Development Agency, interest, attorneys' fees and costs based on the facts stated in Plaintiff's Complaint and in Plaintiff's LWDA notice letter, including: (1) any and all alleged violations of California Labor Code § 226 and §226.3, and all recoverable penalties related thereto, whether based on federal, state or local law now existing or created in the future; and (2) any and all alleged civil penalties provided by the California Labor Code §§ 2698, et seq. premised upon the claims for violation of § 226 and §226.3 against the Released Parties and, with respect to the penalties claimed in the Action, any source of obligation as a basis for claiming such penalties during the Class Period against the Released Parties ("PAGA Released Claims").

As shown, the scope of the release is narrow and is limited to the claims asserted in the operative

1 Complaint.

2 **5. Tax Treatment of Settlement Amounts**

3 The Settlement Agreement provides that all settlement payments to Class Members shall
4 be treated as 100% penalties and interest. *See* SA ¶ C.48.(h). The Settlement Administrator will
5 issue distribute appropriate IRS tax forms. *Id.*

6 **6. Affirmative Obligations to be Undertaken by Class Members or Class
7 Counsel and the Reasons for Any Such Obligations**

8 Class Members do not need to do anything should they wish to receive their share of the
9 Net Settlement Amount. SA ¶ C.50. Thus, this substantially decreases the burden each Class
10 Member must bear to receive his/her settlement share. If a Class Member does not wish to take
11 part in this settlement and be bound by the release, he/she must submit Request for Exclusion.
12 SA ¶ G.67.(a). Such obligations are thoroughly identified in the Notice. *See* SA, Ex. A.

13 **7. Notice to Class Members**

14 Within fifteen (15) calendar days of preliminary approval of this Settlement by the Court,
15 Defendant will transmit to the settlement administrator for each Class Member (i) full name; (ii)
16 last known address; (iii) telephone number; (iv) Social Security Number; and (v) total number of
17 Qualifying Wage Statements (“Class Data”). *See* SA ¶¶ A.5, G.61. After receipt of the Class Data,
18 the Settlement Administrator shall perform a search based on the National Change of Address
19 List or other similar service for information to update and correct for any known or identifiable
20 address changes. *Id.* ¶ G.61. Within ten (10) calendar days after receiving the Class Data, the
21 Settlement Administrator shall mail a Notice of Proposed Class Action Settlement (“Notice”) to
22 all Class Members via regular first-class U.S. mail. *Id.* ¶ G.62. Class Members will be provided
23 forty-five (45) calendar days to opt out or object to the settlement. SA ¶¶ A.23, G.67. Further,
24 Class Members will be notified of the final approval hearing and will have an opportunity to
25 appear at the Fairness hearing to assert their objections. SA, Ex. A.

26 **E. Attorneys’ Fees and Litigation Costs**

27 California state and federal courts have recognized that an appropriate method for
28 determining award of attorneys’ fees is based on a percentage of the total value of benefits to
Class Members by the settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254

(2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977) (“*Serrano III*”); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to “spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone.” *Vincent*, 557 F.2d at 769.

Under California law, the award of attorneys’ fees in common fund wage and hour class action settlements should start with the percentage method. *See Laffitte v. Robert Half Int’l*, 1 Cal. 5th 480, 503 (Aug. 11, 2016) (“We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created”). Under the percentage of the fund method, the Court’s objective remains to “mimic the market” in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (J. Posner) (“When a fee is set by a court rather than by contract, the object is to set it at a level that will approximate what the market will set....The judge, in other words, is trying to mimic the market in legal services”).

An award of one-third of the fund in attorneys’ fees mimics the marketplace as it “is supported by the fact that typical contingency fee agreements provide that class counsel will recover 33% if the case is resolved before trial and 40% if the case is tried.” *Fernandez v. Victoria Secret Stores LLC*, 2008 WL 8150856, *16 n. 59 (C.D. Cal. Jul. 21, 2008) (citing Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees* (Fall 2003) 81 Wash U. L. Q. 653, 659 n. 11). Indeed, “empirical studies [that] show that...fee awards in class actions average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent of the fund. 1 Cal. 5th at 506. And this was based on a lodestar amount that required a multiplier of 2.13. *Id.* at 487. As the Court held, only when the multiplier is “extraordinarily high or low [should] the trial court [] consider whether the percentage method should be adjusted so

as to bring the imputed multiplier within a justifiable range.” *Id.* at 505.

Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits.” *Laffitte v. Robert Half Int’l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee award representing one-third of the fund clearly falls within that range and is consistent with other comprehensive surveys of class action settlements and fee awards. *See Fitzpatrick, An Empirical Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that “[m]ost fee awards were between 25 percent and 35 percent”); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn.16 (2010) (independent studies of class action litigation nationwide conclude that fees representing one-third of the total recovery is consistent with market rates).

The results delivered by Class Counsel also support the requested percentage of the fund. Here, the Parties have agreed to a payment of a maximum of one-third of the Gross Settlement Amount for payment to Class Counsel as attorneys’ fees. The Parties have agreed to a payment of the foregoing attorney’s fees and, thus, this payment should be presumed to be fair. Further, it is not uncommon for courts to award attorneys’ fees of approximately one-third of the settlement amount in wage and hour class action settlements. For example, in *McKinnon v. Best Buy Co., Inc.*, (Alameda Superior Court Case No. RG03082294), the court awarded over \$9 million as attorneys’ fees, which was 33% of the Gross Settlement Amount of \$26.9 million. The requested fee amount here is reasonable given the favorable outcome, and the authorities cited above.

Further, the Parties have agreed to reimbursement of Class Counsel’s litigation costs. Class Counsel have, at their own risk, expended costs, for example, to file this instant action, effect service of process, and pay other litigation related costs. Lee Decl. ¶ 5. Based on the foregoing, the Court should preliminarily approve the attorney’s fees and costs being requested by the Parties.

F. The Settlement Administration Fees

The Parties have agreed to payment of \$8,500.00 to the Settlement Administrator,

Phoenix Settlement Administrators, to send notices and to administer this settlement. SA ¶ C.48.(k); Gavron Decl. ¶ 17. Phoenix Settlement Administrators is a well-recognized class action settlement administrator. The Parties believe that the administration fee is reasonable and should be approved. Gavron Decl. ¶ 17.

G. Proposed Payment to Class Representative

Plaintiff requests a service award of Ten Thousand Dollars (\$10,000.00). *See* SA ¶ C.48.(i). Plaintiff met with Class Counsel to discuss the case, provide documents and information to Class Counsel, and review the Settlement Agreement. *See* Declaration of Richard Soutsos (“Soutsos Decl.”) ¶ 4. In addition to the invaluable services that he provided, Plaintiff also took significant risks, both professionally and monetarily, in acting as the Class Representative and seeking benefits on behalf of the Class. Furthermore, because the claims alleged by the class representative involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the fees and costs of Defendant, had he not prevailed in this action.

Further, given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff may face prejudice in the future from other potential employers. Plaintiff took this risk upon himself and the whole Class benefited from these risks taken by Plaintiff. Class Members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a public lawsuit. Plaintiff also agreed to a general release of claims, which is an additional benefit conferred to Defendant.

Notably, courts have routinely granted approval of representative enhancements for far greater amounts than the \$10,000.00 sought by Plaintiff in this case. *See, e.g., Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990) (two incentive awards of \$55,000, and three incentive awards of \$35,000); *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000 incentive award);

1 *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251-52 (S.D. Ohio
2 1991) (\$50,000 awarded to each class representative); *Glass v. UBS Fin. Servs.*, No. C-06-4068,
3 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding \$25,000 incentive
4 award in FLSA overtime wages class action); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir.
5 1998) (affirming \$25,000 incentive award to class representative in ERISA case). Here, Plaintiff
6 requests an incentive award of \$10,000.00, which is reasonable and consistent with case law.

7 **IV. THE COURT SHOULD CONDITIONALLY CERTIFY THE CLASS**

8 **A. Procedures for Settlement Before Class Certification**

9 The Parties also may, at the preliminary approval stage, request that the court
10 provisionally approve certification of the class—conditional upon final approval of the
11 settlement. “[P]re-certification settlements are routinely approved if found to be fair and
12 reasonable.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 240 (2001); *Accord Dunk*
13 *v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1803 (1996) (although the settlement was reached
14 before any “adversary certification,” the court was satisfied that it was “fair, adequate and
15 reasonable”); *In re Baldwin-United Corp.*, 105 F.R.D. 475, 478 (S.D.N.Y. 1984) (“many courts
16 have employed this practice in the name of judicial efficiency in order to facilitate apparently
17 beneficial settlement proposals”).² As further explained by Professor Newberg:

18 The strength of the findings made by a judge at a preliminary hearing or
19 conference concerning a tentative settlement proposal...may be set out in
20 conditional orders granting tentative approval to the various items submitted to
21 the court. Three basic rulings are often conditionally entered at this preliminary
22 hearing. These conditional rulings may approve a temporary Settlement Class
23 Members, the proposed settlement, and the class counsel’s application for fees
24 and expenses.

25 *4 Newberg on Class Actions* § 11.26.

26 In addition to such terms as class identification, settlement amount, and payment
27 procedures, the Settlement Agreement reached among the Parties contains a provision pursuant
28 to which the Parties stipulate to the Court’s provisional certification of the Class for the purposes
of this settlement only. SA ¶ B.47.

² In determining the fairness and reasonableness of a proposed settlement, California courts may look to federal cases for guidance. See *Wershba*, 91 Cal. App. 4th at 239-40.

1 **B. The Proposed Class Meets all Certification Requirements**

2 **1. The Class is Ascertainable and Sufficiently Numerous**

3 The Class that Plaintiff seeks to conditionally certify is ascertainable. “Class members are
4 ‘ascertainable’ where they may be readily identified without unreasonable expense or time by
5 reference to official records.” *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334 (2008); *see*
6 *also Faulkinbury v. Boyd & Assocs., Inc.*, 216 Cal. App. 4th 220, 240 (2013) (same). Here,
7 members of the Class are readily identifiable. Defendant has determined that there are
8 approximately 350 individuals that comprise the Class. Gavron Decl. ¶ 19. Furthermore, the
9 Class is sufficiently numerous. Courts generally find that numerosity is satisfied if the class
10 includes forty or more members. *See Villalpando v. Excel Direct Inc.*, 303 F.R.D. 588, 605-606
11 (N.D. Cal. 2014); *see also Jordan v. L.A. County*, 669 F.2d 1311, 1320 (9th Cir.) (noting, in
12 dicta, that the court “would be inclined to find the numerosity requirement...satisfied solely on
13 the basis of [39] ascertained class members”), *vacated on other grounds*, 459 U.S. 810 (1982).

14 **2. There are Common Questions of Law and Plaintiff’s Claims are**
15 **Typical of the Class**

16 The commonality requirement is met when there are questions of law and fact common to
17 the class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (1998) (“The existence of shared
18 legal issues with divergent legal factual predicates is sufficient, as is a common core of salient
19 facts couple with disparate legal remedies within the class”). Commonality requires only that
20 some common legal or factual questions exist; the plaintiffs need not show that all issues in the
21 litigation are identical. *See Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462, 473 (1981)
22 Defendant’s conduct is central to the commonality inquiry. *See City of San Jose v. Superior*
23 *Court*, 12 Cal. 3d 447, 460 (1974); *Vasquez v. Superior Court*, 4 Cal. 3d 800, 812-13 (1971).
24 Where the employer’s conduct is uniformly directed at a class of employees, as it is here, the
25 class wide impact of the Defendant’s policies satisfies the commonality requirement. *See*
Stephens v. Montgomery Ward & Co., 193 Cal. App. 3d 411, 421 (1987).

26 Plaintiff alleges that Defendant, as a matter of its corporate policy and procedure,
27 violated the Labor Code by its uniform policy of furnishing wage statements that do not identify
28 accurate overtime rate of pay and total hours worked whenever overtime and/or shift differential

wages are paid. *See* Cal. Lab. Code §§ 226(a)(2) and (a)(9). Like other Class Members, Plaintiff was not provided compliant wage statements. *See* Soutsos Decl. ¶ 3. Thus, Plaintiff's claims are typical to those of the Class Members.

3. Plaintiff and Class Counsel Have Adequately Represented the Class

The adequacy requirement is also met. "Adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976). Here, Plaintiff does not have any interests adverse to the Class, nor have any such issues been raised or presented. Soutsos Decl. ¶ 5. Plaintiff has taken all necessary steps to represent the interests of the Class, by providing information and documents. *Id.* ¶¶ 5-6. For such reasons, Plaintiff has adequately represented the Class Members and will continue to do so.

Further, as detailed in their declarations, Class Counsel are experienced and well-qualified class action litigators who have litigated many wage and hour class actions and have each been certified as class counsel in numerous other class actions, particularly wage and hour class actions. Gavron Decl. ¶¶ 27-34; Lee Decl. ¶¶ 4, 6-8; Marder Decl. ¶¶ 2, 4-11. From the inception of the case, Class Counsel have solely represented the interest of the Class. For example, Class Counsel expended significant time and resources reviewing the pleadings, meeting and conferring with defense counsel, calculating and analyzing the potential range of recoverable penalties, preparing for and attending mediation, negotiating the terms of the settlement, and drafting the Settlement Agreement. Gavron Decl. ¶¶ 28. Finally, the settlement was obtained for the benefit of the Class, not for the individual Plaintiff. *Id.*

V. CONCLUSION

Here, the proposed settlement is fair, adequate, and reasonable. It will result in both substantial monetary benefits to Class Members; it is non-collusive; and it was achieved as the result of informed, extensive, and arm's length negotiations conducted by counsel for the respective Parties who are experienced in wage and hour class action litigation. For the foregoing reasons, Plaintiff respectfully request that the Court grant preliminary approval of the proposed settlement, sign the proposed Order, approve and authorize mailing of the proposed Notice of

1 Class Action Settlement, and set a date for a final approval hearing.

2
3 DATED: August 27, 2021

DIVERSITY LAW GROUP, P.C.

4
5 By: 
6 Larry W. Lee
7 Max W. Gavron
8 Attorneys for Plaintiff and the Class
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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On August 27, 2021, I served the following document(s) described as:

- 11 **1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY**
APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT
- 12 **2. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION**
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
- 13 **3. DECLARATION OF RICHARD SOUTSOS IN SUPPORT OF PLAINTIFF'S**
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
14 **SETTLEMENT**
- 15 **4. DECLARATION OF WILLIAM L. MARDER IN SUPPORT OF PLAINTIFF'S**
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
16 **SETTLEMENT**
- 17 **5. [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR**
PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION
18 **SETTLEMENT**

19 on the interested parties in this action as follows:

20
21
22 R. Brian Dixon
23 bdixon@littler.com
24 Colin W. Larson
25 clarson@littler.com
26 Littler Mendelson, P.C.
27 333 Bush Street, 34th Floor
28 San Francisco, California 94104
Attorneys for Defendant California Resources Corporation

X BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court
order I caused the above-entitled document(s) to be served through Case Anywhere at the

1 website www.caseanywhere.com, addressed to all parties appearing on the electronic service list
2 for the above-entitled case. The service transmission was reported as complete and a copy of the
3 Case Anywhere Filing Receipt/Confirmation will be filed, deposited, or maintained with the
original document(s) in this office.

4 I declare under penalty of perjury under the laws of the State of California that the
5 above is true and correct. Executed on August 27, 2021, at Los Angeles, California.

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7 Erika Mejia
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