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Attorneys for Plaintiff

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

ALVIN N. WILLIAMS III, as an individual
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

NO ORDINARY MOMENTS, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2020-01140925-CU-OE-CXC

CLASS ACTION

*[Case assigned for all purposes to the Hon.
William Claster; Dept. CX104]*

**PLAINTIFF'S SUPPLEMENTAL
BRIEF IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 12, 2022

Time: 9:00 a.m.

Dept.: CX104

Complaint Filed: May 26, 2020

Trial Date: None

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

2 Plaintiff Alvin N. Williams III (“Plaintiff”) hereby submits the following supplemental
3 brief in response to the Court’s June 24, 2022 Minute Order (the “Order”). After reviewing the
4 Court’s Order, Plaintiff and Defendant No Ordinary Moments, Inc. (“Defendant”) (Plaintiff and
5 Defendant are collectively referred to as the “Parties”) amended the Stipulation of Settlement
6 (“Settlement Agreement”) and the Notice of Pendency of Class Action and Proposed Settlement
7 (“Class Notice”) in accordance with the issues identified by the Court.

8 Plaintiff addresses each issue raised in the Court’s Order. The Amended Settlement
9 Agreement and Class Notice are attached as Exhibits 1 and 2, respectively, to the Declaration of
10 Sean M. Blakely, filed concurrently herewith. Red-line versions of the Settlement Agreement and
11 Class Notice showing all changes are attached as Exhibits 3, and 4, respectively, to the
12 Declaration of Sean M. Blakely (“Blakely Decl.”).

13 1. **Other Actions**

14 The Court’s Order states: “*Are there any other actions – class, individual, or PAGA*
15 *(whether filed in court or in the pre-filing LWDA stage) – that may be affected by this settlement?*”

16 Defendant represents that other than this instant action, there are no other lawsuits
17 currently pending against Defendant that allege any of the same claims or causes of action that
18 are alleged in this action. Blakely Decl., ¶ 5. Plaintiff has similarly investigated this issue and is
19 unaware of any other pending actions that may be affected by this Settlement. *Id.* Additionally,
20 Plaintiff’s Counsel has reviewed the PAGA database and there are no other matters in the pre-
21 filing LWDA stage that would be affected by this Settlement. *Id.*

22 2. **60-Day Response Period**

23 The Court’s Order states: “*Please provide for 60 days, rather than 45 days, for opt-outs,*
24 *objections, and disputes.*”

25 The Parties have amended the Settlement Agreement to provide for 60 days to submit
26 objections, exclusions, and workweek disputes. *See* Exhibits 1 & 3 to Blakely Decl., at ¶ 9(D).

27 3. **Counsel’s Valuation**

28 The Court’s Order states: “*Counsel’s valuation of the case is based on theories of*

violations that appear unique to the home health care worker context. For example, home care workers used their cell phones to clock in and out remotely, and it appears undisputed that home care workers' duties meant they were unable to take compliant meal and rest breaks. (Whether those breaks were required is disputed.) The settlement class, however, consists of all non-exempt employees in California, not just home care workers. What proportion of the class works in a position other than as a home care worker? Do these same theories of violation apply to them?"

Defendant represents that **over 99%** of the proposed Settlement Class are personal attendants (i.e., home care workers). Blakely Decl., ¶ 6. Therefore, less than 1% of the Settlement class works in a position other than home care worker. *Id.* Plaintiff contends that some of the alleged claims apply to the non-home care worker, such as Plaintiff's claim for alleged unpaid wages due to Defendant's timekeeping policies/practices. *Id.* Other claims such as Plaintiff's meal and rest period theories of liability were specific to personal attendants. *Id.* However, Defendant asserts that nearly all Settlement class members signed valid and enforceable arbitration agreements, which was a defense common to all Settlement Class members, regardless of job position. *Id.*

4. **Billing Records**

The Court's Order states: "*At final approval, please submit contemporaneously made billing records for attorney's fees and costs. The Court will not be inclined to award an amount of fees and costs greater than the amounts stated in the class notice.*"

In connection with his Motion for Final Approval of Class Action Settlement, Plaintiff will submit Class Counsel's billing records for attorneys' fees and costs. Blakely Decl., ¶ 7.

5. **Administrative Costs & Declaration**

The Court's Order states: "*At final approval, please submit billing records for administrative costs. The Court will not be inclined to award administrative costs in an amount greater than the amount stated in the notice.*" The Court's Order further states: "*At final approval, the administrator is to provide a high, low, and average for individual settlement payments, along with plaintiff's individual payout.*"

In connection with his Motion for Final Approval of Class Action Settlement, Plaintiff

will provide a declaration from the Settlement Administrator which contains records supporting settlement administrative costs, as well as the high, low, and average individual settlement payments, as well as Plaintiff's individual payment. Blakely Decl., ¶ 8.

6. Class Notice

The Court's Order states: "*Please provide remote appearance instructions for the final fairness hearing.*"

The Parties revised the Class Notice to provide instructions for remote appearances. *See* Exhibits 2 & 4 to Blakely Decl.

The Court's Order states: "*Does notice need to be given in any languages other than English and Spanish.*"

No, the Parties believe that English and Spanish notice is sufficient. Blakely Decl., ¶ 9.

The Court's Order states: "*The font size in the actual notice may not be smaller than the font size in the proposed notice provided to the Court.*"

The Parties will ensure that the font size in the notice will not be smaller than the font size in the proposed notice provided to the Court.

Respectfully submitted,

Dated: August 3, 2022

HAINES LAW GROUP, APC

By:

Sen Blahf

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