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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

KRISTY MINOR, 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;

Plaintiff,

v.

HSNI, LLC, and unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVDS1910946

Honorable David S. Cohn
Department S26

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Edwin Aiwarzian); Declaration of
Proposed Class Representative (Kristy
Minor); and [Proposed] Order filed
concurrently herewith]

Date: September 4, 2020
Time: 10:00 a.m.
Department: S26

Complaint Filed: April 10, 2019
FAC Filed: September 9, 2019
SAC Filed: June 23, 2020
Trial Date: None Set

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

PLEASE TAKE NOTICE that on September 4, 2020 at 10:00 a.m. or as soon thereafter as the matter may be heard before the Honorable David S. Cohn in Department S26 of the Superior Court of California for the County of San Bernardino, located at San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, Plaintiff Kristy Minor (“Plaintiff” or “Class Representative”) will, and hereby does, 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 (“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, Attorneys’ Fees and Costs to Class Counsel, Service Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator;
- Conditionally certifying the Class for settlement purposes;
- Preliminarily appointing Plaintiff Kristy Minor as Class Representative;
- Preliminarily appointing Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as “**EXHIBIT 1**” 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 Attorneys' Fees and Costs to Class Counsel, Service Payment for Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

This motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement, allow the Court to preliminarily certify a class for settlement purposes, and permit the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Edwin Aiwarzian) and Proposed Class Representative (Kristy Minor) 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: August 13, 2020

LAWYERS for JUSTICE, PC

By:


Edwin Aiwarzian
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Kristy Minor (“Plaintiff” or “Class Representative”) seeks preliminary approval of the Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant HSNI, LLC (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (collectively, the “Parties”) have agreed to settle this lawsuit for a Gross Fund Value of one million one hundred thousand dollars (\$1,100,000.00).¹ The Gross Fund Value includes the following: (1) Individual Settlement Payments to Settlement Class Members which will be distributed from the Net Settlement Fund;² (2) the Service Payment of ten thousand dollars (\$10,000.00) to Plaintiff;³ (3) the Attorneys’ Fees and Costs to Class Counsel, consisting of attorneys’ fees in the amount of one-third (1/3) of the Gross Fund Value, or \$366,666.67, and reimbursement of litigation costs and expenses not to exceed thirty thousand dollars (\$30,000.00);⁴ (4) the Settlement Administration Costs to the Settlement Administrator in an amount not to exceed nine thousand dollars (\$9,000.00);⁵ (4) the employer’s portion of payroll taxes on the wage portion of Individual Settlement Payments (“Employer Taxes”)⁶; and (5) the amount of twenty thousand dollars (\$20,000.00) allocated to penalties under the Private Attorneys General Act (“PAGA Payment”), of which 75% (i.e., \$15,000.00) will be distributed to the Labor and Workforce Development Agency (“LWDA”) and 25% (i.e., \$5,000.00) will be distributed to Settlement Class Members as a part of the Net Settlement Fund.⁷

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

¹ Settlement Agreement, attached as “EXHIBIT 1” to Declaration of Edwin Aiwazian (“Aiwazian Decl.”), § VI.A.1.

² *Id.*, §§ I.8 & IX.B.

³ *Id.*, § VI.D.

⁴ *Id.*, § VI.C.

⁵ *Id.*, § VI.E.

⁶ *Id.*, § VI.F.

⁷ *Id.*, § VI.B.

All current and former non-exempt or hourly-paid employees who worked for Defendant in California at any time from April 10, 2015 through April 10, 2020 (“Class” or “Class Members”).⁸

The Class is estimated to consist of approximately two hundred twenty-three (223) individuals.⁹

Class Members who do not timely and validly opt out of the Settlement (“Settlement Class Member”) will receive a share of the Net Settlement Fund (“Individual Settlement Payment”) on a *pro rata* basis, based upon the number of workweeks during the period from April 10, 2015 through April 10, 2020 in which each Class Member worked at least one (1) day (“Workweeks”).¹⁰

The Settlement resolves the Released Claims of Plaintiff and Settlement Class Members against the Released Parties.¹¹

In order to efficiently present the Court with adequate information to determine whether to grant preliminary approval of the Settlement and provisional certification of the Class for settlement purposes, Plaintiff also moves for an order permitting the filing of this memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d).

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant HSNI, LLC, better known as the Home Shopping Network, specializes in providing multichannel retailing services on television, online, mobile, catalogs, and physical brick and mortar stores. Plaintiff Kristy Minor is a former employee of Defendant.

On April 10, 2019, Plaintiff filed a Class Action Complaint for Damages in the San Bernardino County Superior Court (“Court”), thereby commencing the above-captioned lawsuit (“Action”).

On September 9, 2019, Plaintiff filed a First Amended Class Action Complaint for Damages (“First Amended Complaint”).

⁸ Settlement Agreement, § I.2. “Class Period” is defined as the period of time from April 10, 2015 through April 10, 2020. *See id.*, § I.4.

⁹ Aiwasian Decl., ¶ 9.

¹⁰ Settlement Agreement, §§ I.8, I.11, I.12 & IX.B.1.

¹¹ *See id.* at § VII.A.1, for the full scope of the “Released Claims,” and *id.* at § I.10 for the definition of the “Released Parties.”

1 On October 4, 2019, Defendant filed its Answer to Plaintiff's First Amended Complaint.

2 On June 23, 2020, pursuant to stipulation by the Parties and the Court's order granting
3 leave thereon, Plaintiff filed a Second Amended Class Action Complaint for Damages and
4 Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq.
5 ("Operative Complaint").

6 Plaintiff's core allegation is that Defendant has violated the California Labor Code by
7 engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members,
8 of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal
9 and rest periods and associated premium pay, failing to timely pay wages during employment
10 and upon termination of employment, failing to provide compliant wage statements, failing to
11 maintain requisite payroll records, and failing to reimburse necessary business expenses, and
12 thereby engaged in unfair business practices in violation of California Business and Professions
13 Code section 17200, *et seq.* and conduct giving rise to penalties recoverable under the Private
14 Attorneys General Act, California Labor Code section 2698 *et seq.* ("PAGA"). Plaintiff
15 contends that she, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties
16 (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

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

21 The Parties have actively litigated the Action since it was commenced on April 10, 2019.
22 Plaintiff propounded multiple sets of discovery, including Requests for Production of
23 Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories –
24 General (Set One), on Defendant, noticed the depositions of Defendant's Person Most
25 Knowledgeable designees regarding job duties and organizational structure of Defendant, and
26 prepared and appeared for deposition on September 27, 2019.

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On December 19, 2019, the Parties participated in a formal, full-day mediation conducted by David A. Rotman, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, 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 Gross Fund Value to resolve the Released Claims of Plaintiff and the Settlement Class Members with respect to the Released Parties.¹² Subject to approval by the Court, the Net Settlement Fund will be calculated by deducting the following amounts from the Gross Fund Value: (1) attorneys' fees in an amount not to exceed three hundred sixty-six thousand six hundred sixty-six dollars and sixty-seven cents (\$366,666.67) (i.e., up to one-third of the Gross Fund Value) 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 "Attorneys' Fees and Costs"); (2) settlement administration costs, which are currently estimated not to exceed nine thousand dollars (\$9,000.00) to the Settlement Administrator ("Settlement Administration Costs"); (3) payment to the LWDA of its 75% share of the PAGA Payment (i.e., \$15,000.00 out of \$20,000.00) ("LWDA Payment"); (4) payment in the amount of up to ten thousand dollars (\$10,000.00) to Plaintiff Kristy Minor ("Service Payment"); and (5) the employer's portion of payroll taxes on the wage portion of Individual Settlement Payments ("Employer Taxes").¹³ The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement Administrator") to handle the notice and settlement administration process.¹⁴

The Parties have agreed that each Settlement Class Member's *pro rata* share of the available Net Settlement Fund ("Individual Settlement Payment") will be determined in accordance with the Settlement Agreement, by dividing the Net Settlement Fund by the total number of Workweeks of all Settlement Class Members to arrive at a value per Workweek, and

¹² Settlement Agreement, §§ VI.A & VII.A.1.

¹³ *Id.*, §§ VI.B.2, VI.C.1, VI.D.1, VI.E.1, VI.F & VI.G.

¹⁴ *Id.*, § VI.E.1.

1 then multiplying the number of Workweeks credited to each Settlement Class Member by the
2 value per Workweek.¹⁵

3 Each Settlement Class Member's Individual Settlement Payment will be allocated as
4 follows: one-third (1/3) as wages to be reported on an IRS Form W-2; and two-thirds (2/3) as
5 penalties (37.5% of the two-thirds portion), interest (37.5% of the two-thirds portion), and other
6 non-wage restitution (25% of the two-thirds portion) to be reported on an IRS Form 1099.¹⁶
7 Settlement Class Members will be issued payment of their Individual Settlement Payment
8 subject to reduction for the employee's share of taxes and withholdings with respect to the wages
9 portion of each Individual Settlement Payment.¹⁷

10 Individual Settlement Payment checks issued to Settlement Class Members will expire
11 after one hundred eighty (180) calendar days of issuance.¹⁸ The funds associated with uncashed
12 or undeliverable payments will be transmitted by the Settlement Administrator within (10)
13 calendar days after the expiration of the 180-day period, and sent to the State Controller's Office,
14 Unclaimed Property Division, in the names of the Settlement Class Members.¹⁹

15 Class Members who wish to be excluded from the Settlement must submit a written
16 request for exclusion by mail to the Settlement Administrator, postmarked no later than forty-
17 five (45) calendar days after the Class Notice is initially mailed ("Response Deadline").²⁰ For
18 Class Notices that are re-mailed, the Response Deadline will be extended an additional fifteen
19 (15) calendar days.²¹ A request for exclusion must: (a) state the case name and number of the
20 Action; (b) state the Class Member's full name, address, telephone number, and last four digits
21 of his or her Social Security number; (c) contain a clear statement that the Class Member
22 requests to be excluded from the Settlement; and (d) be mailed to the Settlement Administrator
23 at the address provided in the Class Notice, postmarked on or before the Response Deadline.²²

24 ¹⁵ Settlement Agreement, § IX.B.1.

25 ¹⁶ *Id.*, § IX.C.4.

26 ¹⁷ *Ibid.*

27 ¹⁸ *Id.*, § IX.C.2.

28 ¹⁹ *Ibid.*

²⁰ *Id.*, § X.A.1.

²¹ *Ibid.*

²² *Id.*, § X.B.1.

1 Class Members who submit a timely and valid request for exclusion will not be bound by the
2 terms of the Settlement and Final Approval Order and Judgment.²³

3 Only Class Members who do not exclude themselves from the Settlement (i.e.,
4 Settlement Class Members) have standing to object to the Settlement.²⁴ Settlement Class
5 Members desiring to object to the Settlement must submit written objections to the Settlement
6 Administrator by mail no later than the Response Deadline.²⁵ For the objection to be valid, it
7 must: (a) state the case name and number of the Action; (b) state the objector's full name,
8 address, telephone number, and the last four digits of his or her Social Security number; (c)
9 clearly state the legal and factual basis for the objection; (d) state whether the objector intends
10 to appear at the Final Approval Hearing; and (e) be mailed to the Settlement Administrator,
11 postmarked on or before the Response Deadline.²⁶ Settlement Class Members may also appear
12 at the Final Approval Hearing to present any objections.²⁷

13 Class Members who wish to dispute the number of Workweeks credited to each of them
14 in their Class Notice may do so by submitting a written letter to the Settlement Administrator
15 by mail on or before the Response Deadline.²⁸ The letter must: (a) contain the case name and
16 number of the Action; (b) be signed by the Class Member; (c) contain the Class Member's full
17 name, address, telephone number, and last four digits of his or her Social Security number; (d)
18 clearly state that the Class Member disputes the number of Workweeks credited to him or her
19 and what he or she contends is the correct number to be credited to him or her; (e) include
20 information and/or attach documentation demonstrating that the number of Workweeks that he
21 or she contends should be credited to him or her is correct; and (f) be returned to the Settlement
22 Administrator by mail, postmarked on or before the Response Deadline.²⁹

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26 ²³ Settlement Agreement, § VII.A.1, X.B.1, X.B.2.

27 ²⁴ *Id.*, § X.B.2.

28 ²⁵ *Id.*, § X.A.1.

29 ²⁶ *Ibid.*

²⁷ *Id.*, § X.A.2.

²⁸ *Id.*, § X.D.

²⁹ *Ibid.*

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

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

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

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

26 In considering a potential class settlement, a court need not reach any ultimate
27 conclusions on the issues of fact and law which underlie the merits of the dispute and need not
28 engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495

1 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San*
2 *Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required
3 for the trial court to grant provisional class certification and preliminary approval; the court may
4 grant such relief upon an informal application by the settling parties and may conduct any
5 necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

6 **V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT**

7 The trial court has broad powers to determine whether a proposed settlement is fair under
8 the circumstances of the case. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794. To make
9 this fairness determination, courts must consider several relevant factors, including "the strength
10 of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the
11 risk of maintaining class action status through trial, the amount offered in settlement, the extent
12 of discovery completed and the stage of the proceedings, the experience and view of counsel,
13 the presence of a governmental participant, and the reaction of the class members to the
14 proposed settlement." *Dunk, supra*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive
15 and the court is free to engage in a balancing and weighing of the factors depending on the
16 circumstances of each case." *Wershba, supra*, 91 Cal.App.4th at 245. Furthermore, courts give
17 "proper deference to the private consensual decision of the parties." *Hanlon, supra*, 150 F.3d
18 at 1027 (citation omitted).

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

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

3 The Parties actively litigated the Action since it was commenced on April 10, 2019.
4 Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of
5 the claims, and Class Counsel was actively preparing the case for class certification and trial.³⁰

6 Prior to engaging in mediation, Class Counsel conducted significant investigation and
7 formal and informal discovery regarding the facts of the case, including and not limited to, the
8 exchange, review, and analysis of a large volume of documents and data produced by
9 Defendant.³¹ The volume of data and documents that Class Counsel reviewed and analyzed
10 included and was not limited to: Plaintiff’s employment records, a detailed sampling of Class
11 Members’ time and pay data, agreements, acknowledgments (including, but not limited to,
12 Timekeeping Policy Review and Acknowledgment), and Defendant’s operations and
13 employment practices, policies (including, but not limited to, HSN Policies Regarding Meal and
14 Rest Periods, Overtime, Timekeeping, and California Labor Laws, and Fontana Fulfillment
15 Center Personal Electronic Device Policy), and procedures, among other information and
16 documents.³² Class Counsel interviewed Plaintiff and other Class Members to gather facts and
17 to identify potential witnesses.³³ Class Counsel propounded multiple sets of formal written
18 discovery requests on Defendant, noticed the depositions of Defendant’s Person Most
19 Knowledgeable designees regarding organizational structure and job duties, and prepared for
20 and defended the deposition of Plaintiff.³⁴ Counsel for the Parties also met and conferred on
21 numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the
22 production of documents and data prior to the mediation.³⁵ Class Counsel also drafted Plaintiff’s
23 mediation brief and prepared for and attended court proceedings, settlement negotiations, and
24

25

³⁰ Aiwazian Decl., ¶¶ 11-13.

26 ³¹ *Id.*, ¶ 12.

27 ³² *Ibid.*

28 ³³ *Ibid.*

³⁴ *Ibid.*

³⁵ *Ibid.*

the mediation, among other tasks.³⁶

The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by David A. Rotman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.³⁷ Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in an intensive discussion regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative claims, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.³⁸ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.³⁹ Arriving at a settlement that was acceptable to both Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial.⁴⁰ After conducting investigations, significant formal and informal discovery, and extensive settlement negotiations, and with the aid of the mediator's evaluations, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.⁴¹

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.⁴² The Parties have had the opportunity to interview and obtain information from their respective witnesses.⁴³ Counsel for the Parties have also reviewed documents and information relating to Plaintiff's and

³⁶ *Ibid.*

³⁷ Aiwazian Decl., ¶ 11.

³⁸ *Ibid.*

³⁹ *Ibid.*

⁴⁰ *Id.*, ¶¶ 11, 16-18.

⁴¹ *Ibid.*

⁴² *Ibid.*

⁴³ *Id.*, ¶ 11.

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, Plaintiff's claims, and Defendant's defenses thereto, as well as facts discovered.⁴⁴ 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.⁴⁵

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

The Settlement, which provides for a Gross Fund Value of one million one hundred thousand dollars (\$1,100,000.00), represents a fair, adequate, and reasonable resolution of the matter.⁴⁶ The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the formal and informal exchange of information.⁴⁷ The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the case at issue.⁴⁸ Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class.⁴⁹

Assuming that the Attorneys' Fees and Costs, Service Payment, LWDA Payment, and Settlement Administration Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Fund that is currently estimated to be six hundred sixty-nine thousand three hundred thirty-three dollars and thirty-three cents (\$669,333.33) less Employer Taxes.⁵⁰ As discussed in Part III, *supra*, the entire Net Settlement 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 Payment will be calculated based on his or her Workweeks.⁵¹ There is no reason

⁴⁴ Aiwazian Decl., ¶¶ 11-13 & 16-18.

⁴⁵ *Id.*, ¶¶ 6-7.

⁴⁶ *Id.*, ¶¶ 11, 13, 14 & 21.

⁴⁷ *Id.*, ¶¶ 11-13.

⁴⁸ *Id.*, ¶¶ 16-18.

⁴⁹ *Id.*, ¶¶ 11, 13, & 21.

⁵⁰ *Id.*, ¶ 14.

⁵¹ Settlement Agreement, § IX.B.1.

1 to doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of
2 preliminary approval. Even at the final approval stage, “[a]n allocation formula need only have
3 a reasonable, rational basis [to warrant approval], particularly if recommended by experienced
4 and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities*
5 *Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

6 In light of the foregoing considerations, Class Counsel believes that the Settlement as a
7 whole is fair, reasonable, and adequate, and is in the best interest of the Class Members.⁵²
8 Although the recommendations of Class Counsel are not conclusive, the Court can properly take
9 the recommendations into account, particularly if Class Counsel appears to be competent, and
10 has experience with this type of litigation, and investigation have been completed, as is the case
11 here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the
12 Settlement.

13 **C. The Settlement Is of Significant Value.**

14 Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties
15 conducted significant formal and informal discovery and exchanged a large volume of
16 documents, data, and information prior to the mediation.⁵³ The discovery and information that
17 Class Counsel obtained from Defendant and through other sources allowed Class Counsel to
18 develop valuation models in order to evaluate the potential value and merit of the claims, and
19 perform a complete evaluation of Defendant’s defenses thereto.⁵⁴ As outlined in the Declaration
20 of Edwin Aiwasian, Class Counsel performed an extensive analysis of each and every claim
21 pursuant to *Kullar* prior to entering into the Settlement.⁵⁵

22 **VI. CERTIFICATION OF THE CLASS IS APPROPRIATE**

23 For settlement purposes, the requisites for establishing class certification are met, and
24 the Parties have stipulated to conditional certification of the Class for settlement purposes only.⁵⁶
25 California Code of Civil Procedure Section 382 “authorizes class actions when the question is

26 ⁵² Aiwasian Decl., ¶¶ 11, 13, & 21.

27 ⁵³ *Id.*, ¶¶ 11-13 & 18.

28 ⁵⁴ *Id.*, ¶ 18.

⁵⁵ *Id.*, ¶¶ 11-13 & 16-18.

⁵⁶ Settlement Agreement, § V.

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, Plaintiff’s 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.

A. The Class Is Ascertainable and Sufficiently Numerous.

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

This action involves a class of approximately two hundred twenty-three (223) individuals.⁵⁷ This class is sufficiently numerous. *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). Further, all Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant’s

⁵⁷ Aiwasian Decl., ¶ 9.

1 employment records regarding non-exempt or hourly-paid employees in California during the
2 Class Period. As such, the Class is ascertainable and sufficiently numerous.

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

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

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

18 Here, common issues of fact and law predominate as to each of the claims alleged and
19 asserted in the Operative Complaint. Based on the documents and information obtained through
20 formal and informal discovery and exchange of information in this case, Plaintiff contends that
21 Class Members were subject to the same or similar job duties and uniform operations and
22 employment practices, policies, and procedures during the time period at issue.⁵⁸ Plaintiff’s
23 claims arise from Defendant’s alleged uniform policy and systematic scheme, with respect to
24 Plaintiff and the Class Members, of, *inter alia*, failing to properly pay overtime and minimum
25 wages for all hours worked, failing to provide compliant meal and rest periods and associated
26 premium pay, failing to timely pay wages during employment and upon termination of
27

28 ⁵⁸ Aiwazian Decl., ¶ 16.

1 employment, failing to provide complaint wage statements, failing to keep requisite payroll
2 records, and failing to reimburse necessary business-related expenses.⁵⁹

3 Plaintiff also contends that Defendant's payroll and recordkeeping practices with respect
4 to Plaintiff and the Class Members were substantially the same during the time period at issue.⁶⁰
5 As a result, Plaintiff claims that all of the Class Members were uniformly not paid all
6 compensation due to them from Defendant during the time period at issue.⁶¹

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

11 **VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR**
12 **ATTORNEYS' FEES AND COSTS**

13 Class Counsel has litigated the matter for a year, and was actively preparing the matter
14 for class certification and trial.⁶² The ongoing work has been extensive, demanding, and
15 ultimately successful in achieving a substantial settlement resolution. Class Counsel conducted
16 extensive investigations into the facts of the case and formal and informal discovery, including,
17 and not limited to, propounding multiple formal written discovery requests onto Defendant,
18 noticing the depositions of Defendant's Person Most Knowledgeable designees, and preparing
19 and defending the deposition of Plaintiff. Class Counsel reviewed a large volume of documents
20 and data⁶³ and also interviewed and obtained information from Plaintiff and other Class
21 Members, researched applicable law, undertook damages/valuation calculations, and met and
22 conferred with Defendant's counsel regarding the pleadings, discovery, and the production of
23 documents and data prior to mediation.⁶⁴ Counsel for the Parties also undertook extensive
24

25 ⁵⁹ *Ibid.*

26 ⁶⁰ *Ibid.*

27 ⁶¹ *Ibid.*

28 ⁶² Aiwazian Decl., ¶¶ 11-13.

⁶³ *Id.*, ¶ 12.

⁶⁴ *Ibid.*

1 settlement discussions, which included participating in a formal, full-day mediation.⁶⁵

2 Class Counsel is well-experienced in wage-and-hour class action litigation and used that
3 experience to obtain a great result for the Class.⁶⁶

4 The Settlement establishes a Gross Fund Value of one million one hundred thousand
5 dollars (\$1,100,000.00), and provides for Class Counsel to apply to the Court for Attorneys'
6 Fees and Costs, consisting of attorneys' fees in an amount not to exceed one-third (1/3) of the
7 Gross Fund Value (i.e., \$366,666.67) and an amount not to exceed thirty thousand dollars
8 (\$30,000.00) for costs and expenses.⁶⁷ The attorneys' fees provided for by the Settlement is
9 commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2)
10 the extensive time, effort, and expense that Class Counsel dedicated to the case, (3) the skill and
11 determination that Class Counsel has shown, (4) the results that Class Counsel has achieved
12 throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the
13 Class Members, and (6) the other cases that Class Counsel had to turn down in order to devote
14 its time and efforts to this matter. The proposed Class Notice provides Class Members with
15 information about the amount allocated toward the Attorneys' Fees and Costs, and that an award
16 of the Attorneys' Fees and Costs will be sought, as provided for by the Settlement.⁶⁸

17 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
18 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*
19 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the
20 "experienced trial judge is the best judge of the value of professional services rendered in his
21 court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney
22 fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result
23 achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing
24 *Lealao, supra*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to
25 a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should
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27 ⁶⁵ Aiwasian Decl., ¶ 11.

28 ⁶⁶ *Id.*, ¶¶ 6-7.

⁶⁷ Settlement Agreement, §§ VI.A.1 & VI.C.

⁶⁸ *Id.*, Exh. A.

“ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.” *Id.* at 50. In cases where class members present claims against a settlement fund and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Id.* at 32.

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

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the \$7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ fees). California courts routinely approve class action attorneys’ fee awards “averag[ing] around one-third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower 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.⁶⁹

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff’s motion for final approval of the Settlement and application for the Attorneys’ Fees and Costs and at the Final Approval Hearing.

⁶⁹ Aiwazian Decl., ¶ 19.

1 Considering the work performed and the risks incurred, the attorneys' fees provided for by the
2 Settlement and to be requested by Class Counsel are well within the range of reasonableness.

3 **VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE**

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

9 The proposed Class Notice⁷⁰ describes the Settlement, the deadlines and procedures to
10 object to the Settlement, request exclusion from the Settlement, and/or dispute the number of
11 Workweeks credited to each of the Class Members, and the date and time set for the Final
12 Approval Hearing.⁷¹

13 The proposed Class Notice fulfills the requirement of neutrality in notice procedure.
14 *Newberg*, at § 8.39. "Sufficient information about the case should be provided to enable class
15 members to make an informed decision about their participation." *Manual for Complex*
16 *Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice summarizes the
17 proceedings to date and the terms and conditions of the Settlement in an informative and
18 coherent manner.⁷² The proposed Class Notice recognizes that the Court has not yet granted
19 final approval of the settlement.⁷³ The proposed Class Notice also apprises the Class Members
20 of, *inter alia*, how their Individual Settlement Payment is calculated and the number of
21 Workweeks credited to them.⁷⁴

22 The proposed Class Notice satisfies all due process requirements and complies with the
23 standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*,
24 §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt, supra*, 50 Cal.App.3d at 960 ("The
25 essentials of due process of law in class suits would appear to be afforded by fair representation

26 ⁷⁰ Settlement Agreement, Exh. A.

27 ⁷¹ *Ibid.*

28 ⁷² *Ibid.*

⁷³ *Ibid.*

⁷⁴ *Ibid.*

in the assertion of claims of class members against the opposing parties in any lawsuit, and notice of the pending suit.”). Accordingly, the Court should approve the proposed Class Notice.

IX. APPOINTMENT OF SIMPLURIS, INC. AS THE SETTLEMENT

ADMINISTRATOR

The Parties have selected Simpluris to administer the Settlement.

The Settlement Administrator will translate the Class Notice into Spanish, and mail the Class Notice to each Class Member by First Class U.S. Mail.⁷⁵ Any undeliverable Class Notice that is returned to the Settlement Administrator with a forwarding address affixed thereto will be re-mailed to the forwarding address.⁷⁶ With respect to any undeliverable Class Notice returned as undeliverable without a forwarding address, the Settlement Administrator will attempt to locate a current mailing address for the Class Member by skip-trace search using the Class Member’s Social Security number, and will mail the Class Notice to the updated address identified.⁷⁷ The Settlement Administrator will receive and process requests for exclusion, objections, and any disputes regarding Workweeks.⁷⁸

The Settlement Administrator will calculate the amounts of the Individual Settlement Payments; deduct and transmit applicable state and/or federal taxes in connection with the wage portion of Individual Settlement Payments; mail the Individual Settlement Payment checks to Settlement Class Members; issue W-2 and 1099 forms; calculate and disburse the Attorneys’ Fees and Costs, Service Payment, and LWDA Payment; and perform such other tasks necessary to effectuate the terms of the Settlement Agreement.⁷⁹ The Settlement Administration Costs are currently estimated not to exceed nine thousand dollars (\$9,000.00) and will be paid out of the Gross Fund Value, subject to approval by the Court.⁸⁰

Accordingly, Plaintiff respectfully requests that the Court appoint Simpluris, Inc. as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members in the

⁷⁵ Settlement Agreement, §§ VI.E & VIII.B.

⁷⁶ *Id.*, § VIII.D.

⁷⁷ *Ibid.*

⁷⁸ *Id.*, §§ X.A.1, X.B.1, & X.D.

⁷⁹ *Ibid.*; Aiwazian Decl., ¶ 15.

⁸⁰ Settlement Agreement, §§ VI.E.1, VIII.C & IX.C.3.

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.⁸¹

Within fifteen (15) business days of preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with a list containing the names, employee identification numbers, last known addresses, dates of active employment during the Class Period, and Social Security numbers of all Class Members ("Class Data").⁸²

Within twenty-one (21) calendar days of receipt of the Class Data, the Settlement Administrator will mail the Class Notice to the Class Members via First Class U.S. Mail.⁸³ Class Members will have until the applicable Response Deadline to submit requests for exclusion, objections, and Workweeks disputes to the Settlement Administrator.⁸⁴

Within twenty (20) calendar days after final approval of the Settlement, the Settlement Administrator will calculate the Individual Settlement Payments to be paid to the Settlement Class Members.⁸⁵

Defendant will deposit the Gross Fund Value into a Qualified Settlement Fund to be established by the Settlement Administrator, within ten (10) business days after the Effective Date.⁸⁶ Within twenty (20) business days of the Effective Date, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members.⁸⁷

///

⁸¹ Settlement Agreement, § VI.E.1.

⁸² *Id.*, § VIII.A.

⁸³ *Id.*, § VIII.B.

⁸⁴ *Id.*, §§ X.A.1, X.B.1, & X.D.

⁸⁵ *Id.*, § IX.B.2.

⁸⁶ *Id.*, §§ IX.A.1. & XI.A.2. *See id.* at § I.6 for the definition of "Effective Date."

⁸⁷ *Id.*, § IX.C.1.

The Individual Settlement Payment checks will expire after one hundred eighty (180) calendar days of issuance.⁸⁸ Thirty (30) calendar days after Individual Settlement Payment checks are mailed to Settlement Class Members, the Settlement Administrator will mail a postcard to Settlement Class Members who have not yet cashed their checks to remind them to do so before the void date.⁸⁹ The funds associated with any uncashed or undeliverable payments will be transmitted by the Settlement Administrator to the State Controller's Office, Unclaimed Property Division, in the names of the Settlement Class Members.⁹⁰

XI. APPOINTMENT OF CLASS REPRESENTATIVE AND ALLOCATION FOR SERVICE PAYMENT

Plaintiff Kristy Minor respectfully requests that the Court appoint her as the Class Representative and preliminarily approve the Service Payment in an amount of up to ten thousand dollars (\$10,000.00) to Plaintiff Kristy Minor.⁹¹ It is within the 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 Payment is fair and appropriate. Plaintiff 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, including by way of preparing and appearing for a deposition.⁹² Plaintiff was available whenever Class Counsel needed her and

⁸⁸ Settlement Agreement, § IX.C.2.

⁸⁹ *Ibid.*

⁹⁰ *Ibid.*

⁹¹ *Id.*, § II.6.

⁹² Aiwazian Decl., ¶ 20; Declaration of Kristy Minor in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Minor Decl."), ¶¶ 4-5.

actively tried to obtain and provide information that would benefit the Class.⁹³ For example, Plaintiff prepared for and attended a deposition, and reviewed her transcript thereafter.⁹⁴ Accordingly, it is appropriate and just for Plaintiff to receive a Service Payment for her services on behalf of the Class, in addition to her Individual Settlement Payment.

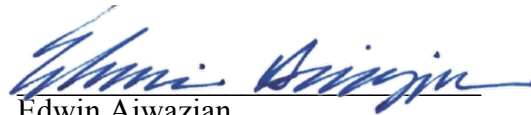
XII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers for Justice, PC as Class Counsel; preliminary appoint and designate Plaintiff Kristy Minor as Class Representative; appoint Simpluris, Inc. as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Costs, Service Payment, LWDA Payment, and Settlement Administration Costs; 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 by the Settlement Agreement; schedule a Final Approval Hearing to take place in approximately six months; and permit the filing of a memorandum that exceeds the page limit.

Dated: August 13, 2020

LAWYERS for JUSTICE, PC

By:



Edwin Aiwazian
Attorneys for Plaintiff

⁹³ Aiwazian Decl., ¶ 20; Minor Decl., ¶¶ 3-6.

⁹⁴ Minor Decl., ¶ 5.