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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

ALEXANDRA PELGRIFT, individually, on
behalf of other members of the general public
similarly situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act of 2004 (“PAGA”);

Plaintiffs,

v.

THE 21ST AMENDMENT BREWERY CAFÉ,
LLC; a California limited liability company;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: CGC-20-585227

Honorable Ethan P. Schulman
Department 304

CLASS ACTION

**PLAINTIFF’S SUPPLEMENTAL BRIEF
IN SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Supplemental Declaration of Proposed Class
Counsel (Douglas Han); Declaration of
Proposed Class Representative (Alexandra
Pelgrift); Declaration of Jodey Lawrence;
Declaration of Joshua J. Cliffe; Declaration
of Candace Macias; and Amended
[Proposed] Order filed concurrently
herewith]

Hearing Date: February 7, 2022
Hearing Time: 10:00 a.m.
Hearing Place: Department 304

Complaint Filed: June 29, 2020
FAC Filed: November 4, 2021
Trial Date: None Set

1 Plaintiff Alexandra Pelgrift (“Plaintiff”) provides this supplemental submission in response
2 to the Court’s tentative ruling on Plaintiff’s Motion for Preliminary Approval of Class Action
3 Settlement originally scheduled for hearing on December 9, 2021. On December 6, 2021, the Court
4 continued the Motion to February 7, 2022, with instructions to address the concerns outlined in the
5 ruling.

6 **I. Class Certification and Fairness of the Settlement Consideration**

7 Defendant operates a brewpub in San Francisco, California and a tap room in San Leandro,
8 California. (Supplemental Declaration of Douglas Han (“Supp. Han Decl.”), ¶ 5.) At its two
9 locations, Defendant sells its own craft beer as well as food. (*Ibid.*) In other words, Defendant’s
10 business mainly involves brewing craft beer to serve to customers. Defendant’s non-exempt
11 employees include Production Brewer Leads, Assistant Brewers, Dishwashers, Prep Cooks, Line
12 Cooks, Bartenders, Busserrunners, Hosts, Warehouse Specialists, Packaging Operators, and others.
13 (*Ibid.*) There is commonality among these positions in that the individuals in each of these different
14 job titles participates in brewing and/or serving Defendant’s product to customers at one or both of
15 Defendant’s locations.

16 Specifically, communications with various putative class members have revealed the
17 existence of uniform, improper practices that prevented employees from receiving proper meal and
18 rest breaks and resulted in employees not being compensated for all hours worked and or reimbursed
19 for incurring business-related expenses. For instance, many of the putative class members have
20 indicated that heavy workloads left them with no reasonable opportunities to take their breaks.
21 Though the causes for these violations were not precisely the same (*i.e.*, having too many customers
22 to serve, needing to unload trucks as they arrive, understaffing), this does not change the fact that
23 uniform, improper practices forced employees to forgo taking proper breaks. The same can be said
24 about Plaintiff’s theories involving off-the-clock work. Though employees performed different tasks
25 off-the-clock (*i.e.*, setting up, assisting coworkers, cleaning tables, donning and doffing),
26 Defendant’s employees were uniformly put in situations where they felt pressured by Defendant to
27 work additional hours. Consequently, each job title was impacted by Defendant’s uniform, improper
28 practices even if the causes for the aforementioned violations were not entirely the same. Slightly

1 different causes do not change the fact that employees from different job titles felt pressured to skip,
2 cut short, or take late breaks and work additional hours off-the-clock to meet Defendant's
3 expectations.

4 Furthermore, Class Counsel took these minor differences into account when calculating the
5 potential exposures and realistic exposures. For example, Class Counsel understand that the scope in
6 which the violations discussed above may have impacted the various job titles may be different for
7 different job titles. For example, certain job titles may have experienced more meal and rest breaks
8 violations compared to working off-the-clock and not being reimbursed for business expenses.
9 Moreover, Defendant's uniform, improper practices may have impacted different employees in
10 slightly different ways. Class Counsel's certification risks and merits risks account for all these
11 potential obstacles that Class Counsel may encounter at trial.

12 Collectively, Class Counsel are aware that the causes and frequency of many of the
13 violations discussed above may be somewhat different for different job titles, and Class Counsel
14 therefore took this into account when calculating potential and realistic exposures. But, as explained
15 above, these variations (however slight) do not change the fact that employees with varying
16 responsibilities were still prevented from taking compliant breaks, were not compensated for all
17 hours worked, and were not reimbursed for incurring business-related expenses.

18 Plaintiff has drafted a declaration setting forth facts establishing that her claims are typical of
19 the class claims, as requested by the Court.¹ Like other Class Members, Plaintiff was forced to work
20 through her meal and rest breaks. This was largely due to Defendant being understaffed and the
21 amount of work Plaintiff was expected to undertake. Moreover, like other Class Members,
22 supervisors would pressure Plaintiff to either work through or shorten her meal and rest breaks
23 because Defendant prioritized employees completing their work. All of this was compounded by
24 Defendant's practice of forcing Plaintiff and other employees to work additional hours off-the-clock
25 both pre-shift and post-shift. Since Defendant's policies generally discouraged overtime work by
26

27 ¹ Plaintiff's declaration, the Declaration of Proposed Class Representative (Alexandra
28 Pelgrift), has been filed concurrently with this brief, the Supplemental Brief in Support of
Preliminary Approval of Class Action Settlement.

1 threatening employees with termination for working unauthorized overtime, Plaintiff, like other
2 Class Members, was deterred from recording all hours worked. Finally, despite Plaintiff being
3 expected to use her personal cell phone for work-related purposes, just as other Class Members
4 were, Defendant failed to reimburse her for this usage.

5 **II. Distribution**

6 Employees of different job titles were impacted by Defendant's uniform, improper practices
7 even if the causes and frequency of the violations slightly varied. In other words, despite the slight
8 differences amongst putative class members, there was a consistency of violations amongst them.
9 This, in turn, justifies compensating putative class members based on the number of workweeks
10 worked during the Class Period as opposed to using a different formula for each job title. Using an
11 exact formula to determine the damages for specific individuals or categories of individuals would
12 be likened to an individual trial on the merits. A trier of fact must determine that there was liability
13 and would have to entertain evidence regarding specific damages. This is the antithesis of an early
14 settlement and of class actions. While there may be slight variations on the extent of damages, short
15 of proving up individual cases, the workweeks approach best accommodates the differing degrees of
16 potential individual damages and fairly compensates based on the length of employment. Based on
17 the alleged practices, the meal and rest break and off-the-clock claims occurred more frequently to
18 those Class Members that worked longer for Defendant.

19 The Parties disagree with the Court's suggestion regarding the mailing of a second round of
20 settlement checks to Class Members who have cashed their checks from the initial distribution. First,
21 there is no legal requirement that uncashed checks be re-distributed to the Class Members that have
22 already obtained their individual settlements. Second, there is a period of 180 days to cash the check.
23 There is also a reminder postcard sent 90 days prior to the check cashing deadline to remind Class
24 Members to cash their checks. Third, it is premature to determine how many checks will remain
25 uncashed and whether there would be enough money left to justify the added cost of a second
26 administration or of continuing monitoring of the administration process. Finally, if the Court
27 intends that the check ultimately make it to the Class Member, the Parties can designate that the
28 uncashed checks go to the State Controller's Office and be held in the name of the Class Member so

that the Class Member may one day claim it.

The Parties intend that unclaimed funds be distributed to the proposed cy pres recipient, Legal Aid at Work, or, in the alternative, to the State Controller's Office in the name of the Class Member(s), subject to Court approval. Joshua J. Cliffe, counsel for Defendant, has drafted a declaration identifying any connections between Defendant and its counsel and the proposed cy pres recipient, Legal Aid at Work. The Declaration of Joshua J. Cliffe has been filed concurrently with this brief, the Supplemental Brief in Support of Preliminary Approval of Class Action Settlement.

III. Modifications to the Settlement Agreement and Notice Packet

The chart below lists the Court's concerns, provided in the tentative ruling, and the revisions/submissions made to address each concern.

Ruling	Revisions/Submissions
III. Release The release appears to provide that all Participating Class Members release all PAGA claims during the Class Period. ² This seems to mean that (1) individuals who are not Eligible Aggrieved Employees are releasing PAGA claims and (2) Participating Class Members are releasing PAGA claims that are beyond the scope of the PAGA Timeframe. Insofar as a release is being given without consideration, that would be problematic.	The Settlement Agreement has been amended to address this issue. (Supp. Han Decl., ¶ (III)(A); Exhibit 2, §§ (I)(DD), (I)(II), (III)(M), (III)(N).)
IV. Notice A. LWDA If the settlement is amended, notice of the amended	A true and correct copy of the email confirmation and LWDA submission evidencing the submission of the

² In addition, Class Members, whether or not they opt out, will release PAGA claims in the PAGA Timeframe. Because all Class Members who have PAGA claims in the PAGA Timeframe are Eligible Aggrieved Employees and PAGA actions do not include opt-out rights, this term is not generally problematic. However, the temporal scope of the PAGA-only release applicable to opt outs should be clarified.

1	settlement must also be given to the LWDA.	Amended Joint Stipulation and Settlement
2		Agreement to the LWDA. (Supp. Han
3		Decl., ¶ (IV)(A); Exhibit 8.)
4	B. Class Notice Process	(Declaration of Candace Macias (“Macias
5	Plaintiff must file evidence regarding the anticipated	Decl.”), ¶ 1.)
6	efficacy of the proposed notice plan. Does Defendant	
7	have mailing addresses for all or substantially all of	
8	the class members? Did the parties consider the costs	
9	and benefits of including other means of sending	
10	notice, such as sending notice via email?	
11	The response deadline should be at least 60 calendar	The Settlement Agreement has been
12	days from the initial mailing.	amended accordingly. (Supp. Han Decl., ¶
13		(IV)(B)(ii); Exhibit 2, §§ (I)(KK).)
14	The settlement simultaneously provides that the	• The parties have decided to
15	response deadline will be extended ten calendar days	eliminate the extension for remailing and
16	for affected class members to request exclusion or	have amended the Settlement Agreement
17	mail objections if the administrator remails notice	accordingly. (Supp. Han Decl., ¶
18	after the notice is returned as undeliverable and that	(IV)(B)(iii); Exhibit 2, §§ (III)(L)(2)(c).)
19	the timeframe to submit an objection will not be	• The Settlement Agreement has
20	increased for returned mailings.	been amended to address this issue. (Supp.
21	• The parties may evaluate and present their	Han Decl., ¶ (IV)(B)(iii); Exhibit 2, §§
22	positions on an extension for remailing in light of the	(III)(L)(2)(c).)
23	directive to use a 60 calendar day response period.	
24	• If an extension is provided, it must apply	
25	equally to workweek disputes, requests for exclusion,	
26	and objections, absent some persuasive explanation to	
27	the contrary.	
28	The Court will not invalidate requests for exclusion	The Settlement Agreement and Class

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	or objections for technical deficiencies. With respect to requests for exclusion, if the class member timely submits a request with sufficient information to identify him or herself and express his or her request, that request for exclusion should be granted even if the administrator engages in subsequent efforts to confirm the class member's identity. With respect to objections, the Court rejects requirements (b), (d), and (e) on the ground that they make the submission of the objection unduly onerous. More broadly, a timely objection will be filed by Plaintiff and considered by the Court if it provides sufficient information to identify the objector and understand that the objector objects to the settlement or some settlement term. Plaintiff should, in the class notice, encourage objectors to, among other things, explain their reasons for objecting, identify any evidence supporting the factual basis for their objection, and state their intention to appear at the final approval hearing, but these are not conditions for the submission of an objection.	Notice have been amended to address these issues. (Supp. Han Decl., ¶ (IV)(B)(iv); Exhibit 2, §§ (III)(L)(3)(a), (III)(L)(4); Exhibit 3, § 7, ¶ 2.)
22 23 24 25	If the parties are providing a request for exclusion form, they should also provide an objection form absent a persuasive explanation to the contrary	Plaintiff has drafted a Notice of Objection Form. (Supp. Han Decl., ¶¶ (3)(d), (IV)(B)(v); Exhibit 5.)
26 27 28	Plaintiff will be responsible for filing timely objections. The Court will not impose any filing requirements beyond those that may be required by	The Settlement Agreement has been amended to address this issue. (Supp. Han Decl., ¶ (IV)(B)(vi); Exhibit 2, §

1	law on objectors by virtue of a term in the proposed	(III)(L)(3)(b).)
2	settlement.	
3	What happens if the parties are unable to agree on a	The Settlement Agreement has been
4	final decision with respect to a workweek dispute?	amended to address this issue. (Supp. Han
5		Decl., ¶ (IV)(B)(vii); Exhibit 2, §
6		(III)(L)(2)(d).)
7	To the extent evidence may be provided by class	The Settlement Agreement has been
8	members, such as in support of objections or	amended to address this issue. (Supp. Han
9	workweek disputes, class members should either be	Decl., ¶ (IV)(B)(viii); Exhibit 2, §§
10	permitted to provide copies or encouraged to keep	(III)(L)(2)(d), (III)(L)(3)(a).)
11	copies, if for some reason originals are required.	
12	Do the parties intend to use a settlement website?	The Settlement Agreement has been
13	Generally, the Court directs service of notice of entry	amended to address these issues. (Supp.
14	of the final judgment by posting it on a settlement	Han Decl., ¶ (IV)(B)(ix); Exhibit 2, §§
15	website, where one is used. If the parties use a	(III)(K), (III)(L)(6)(c).)
16	settlement website, the Court intends to require the	
17	settlement website to go live on the same date that	
18	the notice is first mailed, and to include the operative	
19	complaint, a standalone generic copy of the notice,	
20	all papers filed in connection with the preliminary	
21	approval motion (including all orders filed by the	
22	Court), all papers filed in connection with the final	
23	approval hearing (including the fee motion and the	
24	final approval motion), and, if the settlement is	
25	approved, the final judgment.	
26	C. Class Notice Substance	We will need a Spanish translation. Class
27	Will the notice be translated into any languages other	Counsel obtained an updated bid from the
28	than English? If not, do all of the putative class	Settlement Administrator indicating that

1	members read English?	the Class Notice will be translated into
2		Spanish. (Macias Decl., ¶ 2; Supp Han
3		Decl., Exhibit 2, § (III)(K).)
4	Proposed Notice, Page 1, First Body Paragraph:	The Class Notice has been amended to
5	(1) It should read preliminary approval “of” a	address these issues. (Supp. Han Decl., ¶
6	proposed settlement.	(IV)(C)(ii); Exhibit 3, p. 1.)
7	(2) The above-captioned “actions” should be	
8	singular.	
9	(3) Using “Class Action” as the defined term for this	
10	action (rather than, e.g., “Action”) may be confusing	
11	insofar as this is not just a class action, but a class	
12	action and a representative PAGA action.	
13	Proposed Notice, Page 1, Second Body Paragraph	The Class Notice has been amended to
14	(the class definition): It may be better to put this off	address this issue. (Supp. Han Decl., ¶
15	until after there has been some context about this	(IV)(C)(iii); Exhibit 3, § 2, ¶ 1.)
16	action as a class and representative action.	
17	Proposed Notice, Page 1, Third Body Paragraph: This	The Class Notice has been amended to
18	could maybe be consolidated with the first body	address this issue. (Supp. Han. Decl., ¶
19	paragraph.	(IV)(C)(iv); Exhibit 3, p. 1.)
20	Proposed Notice, Page 1, Generally: There is often a	The Class Notice has been amended to
21	summary table that identifies the core rights a class	address this issue. (Supp. Han. Decl., ¶
22	member has: (1) Do Nothing; (2) Update Mailing	(IV)(C)(v); Exhibit 3, § 3.)
23	Address (to ensure proper mailing of settlement	
24	checks); (3) Dispute Workweeks; (4) Object; and (5)	
25	Request Exclusion. This would provide a nutshell	
26	description of the implications of exercising a right	
27	and a reference to the portion of the notice discussing	
28	the steps necessary to exercise the right. Given the	

1	PAGA portion of the settlement here, which does not	
2	include at least exclusion rights, this section would	
3	require some care to distinguish between the class	
4	and PAGA aspects of the settlement. At present,	
5	there is a version of this summary table, but it is	
6	found in Section 6.	
7	Proposed Notice, Page 2, Section 1: To the extent the	The Class Notice has been amended to
8	parties are going to try to explain the release in	
9	Section 1, they should note that there is both a release	
10	of class claims and a release of PAGA claims with	
11	enough context to understand what that means. The	
12	parties may also consider rephrasing this section to	address these issues. (Supp. Han. Decl., ¶
13	indicate that they have been given notice to advise	
14	them of their rights with respect to the proposed	
15	settlement.	
16	This section could cover the same ground in a	
17	manner that is more accessible if it is structured in	The Class Notice has been amended to
18	the following order and contains the following	
19	information in plain language. (1) On April 15, 2020,	
20	Plaintiff Alexandra Pelgrift gave notice to the LWDA	
21	that she believed Defendant was violating the	
22	California Labor Code with respect to all of	address these issues. (Supp. Han. Decl., ¶
23	Defendant's hourly employees in California.	
24	Specifically, Plaintiff stated her belief that Defendant	
25	is violating Labor Code provisions related to [insert,	
26	in plain language, the claims at issue]. The relevant	
27	Labor Code sections are [insert the sections]. (2) On	address these issues. (Supp. Han. Decl., ¶
28	June 29, 2020, after she sent the letter to the LWDA,	

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Plaintiff initiated this lawsuit as a PAGA-only action. [Briefly explain what a PAGA action is]. (3) Include language as the parties see fit noting that the settlement was reached at mediation. (4) Explain that the settlement called for resolution of both PAGA claims and class claims. (5) Explain how a class action is different from a PAGA action. (6) Explain that Plaintiff (not the parties) filed a First Amended Complaint that supersedes the Complaint. (7) Explain, in plain language and without the use of a list of causes of action, how the First Amended Complaint is different from the Complaint. Presumably, it is different because it asserts direct class claims based on the same theories of liability for which Plaintiff previously only pursued PAGA penalties. (8) The parties may include the last two paragraphs, as written.	
18 19 20 21 22	Proposed Notice, Page 2, Section 3: Either in this section or in a separate section immediately following this section, the parties should disclose the definition of Eligible Aggrieved Employee to better facilitate understanding of the settlement.	The Class Notice has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(viii); Exhibit 3, § 2, ¶ 1.)
23 24 25 26 27 28	Proposed Notice, Page 2, Section 4: (1) When the parties direct the class members to the Court file, they should provide instructions for accessing the Court’s file free-of-charge using the Court’s website. However, that discussion is out of place in this section, which is only supposed to	(1) The Class Notice has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(ix); Exhibit 3, § 5, § 12, ¶ 3.) (2) The Class Notice has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(ix); Exhibit 3, § 5.)

1	explain how a class action settlement works.	
2	(2) The class members should be told how a class	
3	and representative action settlement works, as it is	
4	slightly different than how a class-only settlement	
5	works.	
6	Proposed Notice, Section 5: The Court does not want	The Class Notice has been amended to
7	to include language that suggests that Class Counsel	address this issue. (Supp. Han. Decl., ¶
8	is representing individual class members, other than	(IV)(C)(x); Exhibit 3, § 4.)
9	Plaintiff, on an individual basis. Accordingly, the text	
10	of this section should be modified.	
11	Proposed Notice, Section 6:	(1) The Class Notice has been amended to
12	(1) As alluded to above, this should be an	address this issue. (Supp. Han. Decl., ¶
13	introductory section.	(IV)(C)(xi); Exhibit 3, § 3.)
14	(2) Do Nothing:	(2)(a) The Class Notice has been amended
15	(a) The parties cannot promise that an individual	to address this issue. (Supp. Han. Decl., ¶
16	will “receive” anything, only that the administrator	(IV)(C)(xi)(i)(1); Exhibit 3, § 3.)
17	will mail a check to the individual at their address of	(2)(b) The Class Notice has been amended
18	record.	to address this issue. (Supp. Han. Decl., ¶
19	(b) This section should address not only the	(IV)(C)(xi)(i)(2); Exhibit 3, § 3.)
20	Individual Settlement Share (i.e., the payment on the	(2)(c) The Class Notice has been amended
21	class claims), but all settlement payments that may be	to address this issue. (Supp. Han. Decl., ¶
22	sent (including the payment to Eligible Aggrieved	(IV)(C)(xi)(i)(3); Exhibit 3, § 3.)
23	Employees).	(3) The Class Notice has been amended to
24	(c) The last sentence says the same thing twice, it	address these issues. (Supp. Han. Decl., ¶
25	should only be said once, in plain language.	(IV)(C)(xi)(ii); Exhibit 3, § 3.)
26	(3) Opt Out: This should be revised to clarify that	(4)(a) The Class Notice has been amended
27	there is a class and PAGA settlement, the former of	to address this issue. (Supp. Han. Decl., ¶
28	which can be opted out of and the latter of which	(IV)(C)(xi)(iii)(1); Exhibit 3, § 3.)

cannot. The parties should also clarify that Eligible Aggrieved Employees who opt out of the class settlement will still be mailed checks for their PAGA claims and be bound by the PAGA release. (4) Object: (a) “mail a legal” should be removed. (b) The summary table should explain, in plain language, that if the individual objects and the settlement is approved, the individual will be bound by the release(s) and will be mailed (a) settlement payment(s). (5) There should be separate sections for updating mailing addresses and disputing workweeks. For updating mailing addresses, the reason for doing so (so that the administrator can contact them, including for the mailing of settlement checks) should be given.	(4)(b) The Class Notice has been amended to address these issues. (Supp. Han. Decl., ¶ (IV)(C)(xi)(iii)(2); Exhibit 3, § 3.) (5) The Class Notice has been amended to address these issues. (Supp. Han. Decl., ¶ (IV)(C)(xi)(iv); Exhibit 3, § 3.)
Proposed Notice, Section 7: (1) To the extent the procedures for requesting exclusion are modified in accordance with the Court’s substantive comments above, those modifications should be reflected here. (2) The notice, whether the initial mailing or a remailing, should tell the class member the date by which a response is necessary. An explanation of how to calculate the date should not be necessary. (3) It should be clear that the class member can opt out of the class release but cannot opt out of the PAGA release applicable to Eligible Aggrieved	(1) The Class Notice has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(xii); Exhibit 3, § 8.) (2) The Class Notice has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(xii); Exhibit 3, § 8, ¶¶ 1, 4.) (3) The Class Notice has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(xii); Exhibit 3, § 8, ¶ 3.)

1	Employees, if the class member also falls in that	
2	category.	
3	Proposed Notice, Section 8:	(1) The Class Notice has been amended to
4	(1) To the extent the procedures for objecting are	address this issue. (Supp. Han. Decl., ¶
5	modified in accordance with the Court’s substantive	(IV)(C)(xiii); Exhibit 3, § 7.)
6	comments above, those modifications should be	(2) The Class Notice has been amended to
7	reflected here.	address this issue. (Supp. Han. Decl., ¶
8	(2) The Court does not wish to include a legal	(IV)(C)(xiii); Exhibit 3, § 7, ¶ 4.)
9	opinion about the effect a failure to object may have	(3) The Class Notice has been amended to
10	on any subsequent ability to perfect appellate rights	address these issues. (Supp. Han. Decl., ¶
11	in the notice.	(IV)(C)(xiii); Exhibit 3, § 7, ¶ 6.)
12	(3) The Court may consider and be persuaded by an	
13	objection, rather than “reject[] [a] notice of	
14	objection[,]” and still approve the settlement. Thus,	
15	the first clause of the final paragraph should be	
16	replaced with “If the Court approves the	
17	settlement[,]” This paragraph should also be clear	
18	that “bound by the terms of the Settlement” means	
19	unable to sue for the claims resolved in the	
20	settlement. This paragraph should also be clear that	
21	objectors who are Eligible Aggrieved Employees will	
22	also get the PAGA payment.	
23	Proposed Notice, Section 9:	(1) The Class Notice has been amended to
24	(1) There are essentially two releases, a class release	address this issue. (Supp. Han. Decl., ¶
25	that can be opted out of and a PAGA release that	(IV)(C)(xiv); Exhibit 3, § 9.)
26	cannot. This should be explained, possibly by using	(2) The Class Notice has been amended to
27	sub-headers to separate the releases.	address this issue. (Supp. Han. Decl., ¶
28	(2) If the parties can provide a plain-language	(IV)(C)(xiv); Exhibit 3, §§ 9, 12.)

1	explanation of what claims are covered by the release	
2	(without an overwhelming barrage of the claims the	
3	release “include[s]” without limitation), that would	
4	likely help a reader understand it.	
5	Proposed Notice, Section 10:	(1) The Class Notice has been amended to
6	(1) First Paragraph: Is there any scenario in which	address this issue. (Supp. Han. Decl., ¶
7	Defendant could be required to pay less than	(IV)(C)(xv); Exhibit 3, § 5, ¶ 3, § 10, ¶ 1.)
8	\$200,000?	(2) The Class Notice has been amended to
9	(2) The Second Paragraph should be reframed. It	address these issues. (Supp. Han. Decl., ¶
10	should begin with the language: “The Maximum	(IV)(C)(xv); Exhibit 3, § 10, ¶¶ 2, 3.)
11	Settlement Amount will be used to pay the following	(3) The Class Notice has been amended to
12	amounts, subject to Court approval: (1) A \$10,000	address this issue. (Supp. Han. Decl., ¶
13	Class Representative Enhancement Payment to	(IV)(C)(xv); Exhibit 3, § 10, ¶ 3.)
14	Plaintiff subject to Court approval; (2) [and so	(4) The Class Notice has been amended to
15	forth].” It should then state that the amount that	address this issue. (Supp. Han. Decl., ¶
16	remains after all payments are made is the Net	(IV)(C)(xv); Exhibit 3, § 10, ¶ 4.)
17	Settlement Amount that will be paid to Participating	(5) The Class Notice has been amended to
18	Class Members. It should then point out that if the	address these issues. (Supp. Han. Decl., ¶
19	Court-approved disbursements are smaller, the Net	(IV)(C)(xv); Exhibit 3, §§ 6, 10.)
20	Settlement Amount will be larger.	(6) The Class Notice has been amended to
21	(3) In the enumerated list in the third paragraph,	address this issue. (Supp. Han. Decl., ¶
22	“which is then” should be replaced with “(iii)”.	(IV)(C)(xv); Exhibit 3, § 10, ¶ 5.)
23	(4) In the fourth paragraph, it should be clear that the	(7) The Class Notice has been amended to
24	number will change if there are opt outs, if workweek	address this issue. (Supp. Han. Decl., ¶
25	estimates change, and if the Court does not approve	(IV)(C)(xv); Exhibit 3, § 10, ¶ 11.)
26	all disbursements requested in full.	(8) The Class Notice has been amended to
27	(5) The discussion of disputing workweeks should be	address this issue. (Supp. Han. Decl., ¶
28	in a separate section. The discussion of	(IV)(C)(xv); Exhibit 3, § 10, ¶¶ 6, 9.)

1 documentation should clarify whether copies or 2 originals are requested and should encourage class 3 members to keep copies of all submissions. 4 (6) “Thirty-three percent” does not equal 33.33%. 5 Either way, adding the three numbers up does not 6 equal 100%. The parties apparently mean 1/3. 7 (7) Defendant has 30 days from the final approval 8 order to deposit the Maximum Settlement Amount. 9 (8) When the issuance of payments is discussed, it 10 should be repeated that checks will be mailed to the 11 address the administrator has on record. 12 (9) This section covers more information than one 13 might expect given its header. Additional sections 14 under different headers may help break up the 15 information and direct the reader.	(9) The Class Notice has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(xv); Exhibit 3, § 10.)
16 Proposed Notice, Section 11: 17 The information in this section should be integrated 18 with appropriate sections earlier in the notice that 19 address the settlement as a whole.	The Class Notice has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(xvi); Exhibit 3, §§ 5, 10.)
20 Proposed Notice, Section 13: 21 As alluded to above, the notice should direct the 22 reader to the Court’s website. If a settlement website 23 is used, the information available there should also be 24 described. The url of any settlement website should 25 also be on the footer of each page. The reader should 26 also be directed to contact Class Counsel with 27 questions, with a cross-reference to the contact 28 information for Class Counsel.	The Class Notice has been amended to address these issues. (Supp. Han. Decl., ¶ (IV)(C)(xvii); Exhibit 3, § 12, ¶¶ 1, 3, 4.)

Exclusion Form: (1) “IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT” is not necessarily true if the individual requesting exclusion is also an Eligible Aggrieved Employee. There is some qualifying language a few paragraphs down, but it is generally not a good idea to include a bold, capitalized, header that is not strictly true. (2) The qualifying language should also make it clear that Eligible Aggrieved Employees cannot opt out of the PAGA release. (3) There is no reason to require the individual to confirm that they meet the class definition and reviewed the notice.	(1) The Exclusion Form has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(xviii); Exhibit 4, ¶ 1.) (2) The Exclusion Form has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(xviii); Exhibit 4, ¶ 4.) (3) The Exclusion Form has been amended to address this issue. (Supp. Han. Decl., ¶ (IV)(C)(xviii); Exhibit 4, ¶ 5.)
V. Miscellaneous A. Effective Date The Effective Date appears to be no more than 30 days after final approval, whether or not an appeal is filed. Among other things, it appears that settlement funds may disbursed to class members while an appeal is pending, if an appeal is taken. While such a scenario may be unlikely, it should be avoided.	The Settlement Agreement has been amended to address this issue. (Supp. Han. Decl., ¶ (V)(A)(i); Exhibit 2, § (I)(R).)
B. Taxes The parties may wish to change “thirty-three percent (33.33%)” to “1/3”.	The Settlement Agreement has been amended to address this issue. (Supp. Han. Decl., ¶ (V)(B)(i); Exhibit 2, § (III)(I).)
C. Settlement Administrator	The Declaration of Jodey Lawrence has

1 Plaintiff shall file a declaration from Phoenix
2 demonstrating its adequacy to serve as an
3 administrator managing sensitive employee
4 information.

been filed concurrently with this brief, the
Supplemental Brief in Support of
Preliminary Approval of Class Action
Settlement. (Supp. Han Decl.”), ¶
(I)(C)(i.)

6 **D. Proposed Order**

7 Plaintiff is asked to email a Word-editable copy of
8 the Proposed Order to complexlit@sftc.org.

On January 21, 2022, Plaintiff emailed a
copy of the Proposed Order to
complexlit@sftc.org.

10 Dated: January 21, 2022

JUSTICE LAW CORPORATION

12 By: 
13 _____

Douglas Han
Shunt Tatavos-Gharajeh
Haig Hogdanian
Attorneys for Plaintiff

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PROOF OF SERVICE