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

JOSEPH JIMENEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

MAKITA U.S.A., INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 20STCV21732

Honorable Amy D. Hogue
Department 7

CLASS ACTION

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

[Supplemental Declaration of Proposed Class
Counsel (Douglas Han); Amended Declaration
of Plaintiff Joseph Jimenez; and Amended
[Proposed] Order filed concurrently herewith]

Hearing Date: April 4, 2022
Hearing Time: 10:00 a.m.
Hearing Place: Department 7

Complaint Filed: June 4, 2020
FAC Filed: September 20, 2021
Trial Date: None Set

Plaintiff Joseph Jimenez (“Plaintiff”) provides this supplemental submission in response to the Court’s tentative ruling on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement originally scheduled for hearing on January 12, 2022. On January 6, 2022, the Court continued the hearing to April 4, 2022, with instructions to address the concerns outlined in the ruling.

The chart below lists each of the Court’s concerns from the tentative ruling and the revisions/submissions made to address each concern.

Ruling	Revisions/Submissions
Status of PAGA Action Case No. 20NWCV00452 (1) What is the status of this case vis-à-vis the Settlement?	The claims alleged in the PAGA action, Case No. 20NWCV00452, have been included in the Settlement, to be approved pursuant to the Settlement Agreement. (Supplemental Declaration of Douglas Han in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Supp. Han Decl.”), ¶ 4; Exhibit 2, ¶¶ I (EE), III (K).) After the Settlement has been preliminarily approved by the Court, Plaintiff will file a motion to dismiss the PAGA action. (Supp. Han Decl., at ¶ 4.)
Required Declarations (2) Plaintiff’s declaration at paragraph 10 referring to “Ernest Packaging” needs to be corrected. The declaration should also include in paragraph 19 that Plaintiff has not been promised or received any compensation, and should set forth his understanding concerning enhancement awards.	Plaintiff’s declaration has been amended accordingly and is filed concurrently with this brief, the Supplemental Brief in Support of Preliminary Approval of Class Action Settlement. (Supp. Han Decl., <i>supra</i> , at ¶ 5; Amended Declaration of Plaintiff Joseph Jimenez (“Amended Jimenez Decl.”), ¶¶ 8, 10, 19.)
(3) Plaintiff’s Counsel must provide a	Justice Law Corporation’s only relationship

1 2 3 4 5	declaration on its lack of any conflict of interest with the Class.	with Plaintiff is the attorney-client relationship in this matter. (Supp. Han Decl., <i>supra</i> , at ¶ 6.) Class Counsel have no interests adverse to those of the Class, and Class Counsel have no conflict of interest with the Class. (<i>Ibid.</i>)
6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Plaintiff's Counsel's Investigation (4) Please explain/justify the delay between the settlement in principle reached on April 20, 2021 and the execution of the formal settlement at the end of September 2021. The inquiry goes to the adequacy of Plaintiff's Counsel.	On April 20, 2021, the mediator made a mediator's proposal to be accepted or rejected by April 30, 2021. (Supp. Han Decl., <i>supra</i> , at ¶ 7.) The acceptance of the mediator's proposal was communicated on April 30, 2021. (<i>Ibid.</i>) On May 7, 2021, Class Counsel sent a draft long-form agreement and exhibits to Counsel for Defendant for her review and comment. (<i>Ibid.</i>) On June 2, 2021, Counsel for Defendant provided some comments and feedback on the initial long-form agreement. (<i>Ibid.</i>) That same day, Counsel for Defendant alerted Class Counsel that there was a discrepancy in the class size and that she believed that the mediator misinterpreted some information when communicating the mediator's proposal. (<i>Ibid.</i>) On June 21, 2021, Class Counsel provided additional edits to the long-form settlement agreement while waiting for additional data from Counsel for Defendant. (<i>Ibid.</i>) On June 23, 2021, Counsel for Defendant provided additional data regarding the class size and number of workweeks. (<i>Ibid.</i>) At this point, the

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	deal was stalled. (Supp. Han Decl., <i>supra</i>, at ¶ 7.) From June 30, 2021 to July 23, 2021, the Parties regularly communicated by email correspondence and telephone conference to negotiate the additional workweeks and ultimately reached a revised deal pending approval by Defendant. (<i>Ibid.</i>) On July 26, 2021, Class Counsel provided a revised long-form settlement agreement to Counsel for Defendant for her review and comment. (<i>Ibid.</i>) This settlement then took longer than usual to get approved as Defendant’s Japanese management needed to approve the settlement. (<i>Ibid.</i>) On August 26, 2021, Counsel for Defendant confirmed that Japanese management had approved the settlement and provided additional feedback on the draft long-form settlement agreement and notice. (<i>Ibid.</i>) The Parties continued to fine-tune the long-form and the exhibits until the long-form settlement agreement was finalized. (<i>Ibid.</i>) From April 20, 2021 to September 21, 2021, Class Counsel worked diligently to reach a settlement, document its terms, and execute the agreement. (<i>Ibid.</i>)
(5) What did Plaintiff’s Counsel do to verify the information from Defendant about class size, workweeks and average hourly rate? Please	Defendant provided Class Counsel with a random sampling of data for twenty-eight (28) of the one hundred forty (140) employees that

show the calculations and assumptions underlying the estimated hourly rate of \$18.54.

make up the Class, which is a twenty percent (20%) sample of the Class. (Supp. Han Decl., *supra*, at ¶ 8.) This sampling of time and pay records provided by Defendant was statistically significant because, at the time of the production, the scope of the Class included one hundred forty (140) employees within the Class Period. (*Ibid.*) Based on Defendant's production, Class Counsel's expert was able to analyze twenty-eight (28) of those employees. (*Ibid.*) The sample size used utilized a fourteen percent (14%) margin of error and a confidence level of ninety percent (90%). (*Ibid.*) Statistically, the fourteen (14%) margin of error is within the acceptable margin of error. (*Ibid.*; see *Bell v. Farmers Ins. Exh.* (2004) 115 Cal.App.4th 715 [accepting a 9.6% margin of error as acceptable but rejecting 32.4% margin of error as too high].) For settlement purposes, a fourteen percent (14%) margin of error is reasonably within the *Bell* standard and is an adequate sample size to extrapolate the violation rates and potential damages to the entire class. (Supp. Han Decl., at ¶ 8.) Using this data sample, Plaintiff's expert extrapolated the class size and number of workweeks and calculated the estimated average hourly rate. (*Ibid.*) The average hourly rate of pay was

1 calculated by analyzing the gross pay per pay
2 period for a particular Class Member and
3 dividing that number by the number of regular
4 hours worked during the pay period. (Supp.
5 Han Decl., at ¶ 8.) This was done for each pay
6 period to determine the regular rate of pay and
7 any change in the rate of pay for that Class
8 Member. (*Ibid.*) An average hourly rate for that
9 Class Member was determined. (*Ibid.*) This step
10 was followed for the remaining Class Members
11 in the sample. (*Ibid.*) Afterward, an average
12 hourly rate was calculated by dividing the sum
13 of the Class Members' average hourly rates by
14 the number of Class Members used to obtain
15 the average for the sample. (*Ibid.*) Plaintiff's
16 expert's estimated average hourly rate
17 calculation is contingent upon the assumption
18 that the random sampling of data used to
19 calculate the estimated average hourly rate is
20 representative of the Class. (*Ibid.*) This
21 assumption is reasonable for the reasons
22 enumerated in paragraph 9 of the Supplemental
23 Declaration of Douglas Han in Support of
24 Plaintiff's Motion for Preliminary Approval of
25 Class Action Settlement. (*Ibid.*) After the Class
26 Period ended on May 31, 2021, Class Counsel
27 then asked Defendant to verify the final class
28 size and number of workweeks. (*Ibid.*) On July

1		2, 2021, Counsel for Defendant confirmed a
2		class size of one hundred forty-six (146) and a
3		number of workweeks just above twenty
4		thousand five hundred (20,500), which is
5		consistent with Plaintiff's expert's analysis.
6		(Supp. Han Decl., at ¶ 8.)
7	(6) The <i>Dunk/Kullar</i> analysis is inadequate.	Defendant provided Plaintiff with a random
8	Plaintiff's Counsel says Defendant provided a	sampling of data, containing, inter alia, time
9	sampling of payroll records. How was the	and pay records, which cover the time period
10	sample representative of the class and why?	from June of 2016 through June of 2020. (Supp.
11	What criteria was used for the assembly of the	Han Decl., <i>supra</i> , at ¶ 9.) Defendant assembled
12	sample, including whether the sample was	this sample from its records of putative class
13	randomly selected? Who assembled the	members (every fifth person listed in the Class
14	sample? What was the period of time covered	Data). (<i>Ibid.</i>) This sample is an approximately
15	by the sample? What did Plaintiff's Counsel do	twenty percent (20%) sample. (<i>Ibid.</i>) Because
16	to verify the foregoing?	this sample was drawn randomly from the
17		records of putative class members, this sample
18		is representative of the Class. (<i>Ibid.</i>)
19	Class Data	The Settlement Agreement has been amended
20	(7) The definition of Class Data does not	to address this issue. (Supp. Han Decl., <i>supra</i> ,
21	encompass information that would allow the	at ¶ 10; Exhibit 2, <i>supra</i> , at §§ I (G), III
22	calculation of workweeks. Please	(I)(2)(a), III (I)(8)(a).)
23	explain/justify. SA III.F.8.a. appears to require	
24	that this information will be provided to the	
25	Settlement Administrator only with the funding	
26	of the GSA; it should be provided with the	
27	other Class Data much earlier in the process.	
28	(8) Please justify giving Defendant up to 30	The Settlement Agreement has been amended

1 days to provide the Class Data. Please consider	to address this issue. (Supp. Han Decl., <i>supra</i> ,
2 a much shorter time frame such as three days.	at ¶ 11; Exhibit 2, <i>supra</i> , at § III (I)(2)(a).)
3 (9) Please consider adding a provision that the	The Settlement Agreement has been amended
4 Class Data will be provided to Plaintiff's	to address this issue. (Supp. Han Decl., <i>supra</i> ,
5 Counsel under an appropriate confidentiality	at ¶ 12; Exhibit 2, <i>supra</i> , at §§ III (I)(2)(a)-(b).)
6 arrangement at the same time the Class Data is	
7 provided to the Settlement Administrator. If	
8 not, please explain how Plaintiff's Counsel can	
9 properly discharge its duties to the Class	
10 without access to the Class Data.	
11 Released Claims	The Settlement Agreement has been amended
12 (10) Add at the end of SA I.JJ (and in SA III.K)	accordingly. (Supp. Han Decl., <i>supra</i> , at ¶ 13;
13 the following: "The release does not include	Exhibit 2, <i>supra</i> , at §§ I (JJ), III (K).)
14 claims that as a matter of law cannot be	
15 released and does not include claims for	
16 retaliation, discrimination, wrongful	
17 termination, and individual claims for the	
18 recovery of workers' compensation benefits."	
19 (11) SA I.JJ erroneously uses the undefined	The Settlement Agreement has been amended
20 term "Covered Period."	to address this issue. (Supp. Han Decl., <i>supra</i> ,
21	at ¶ 14; Exhibit 2, <i>supra</i> , at § I (JJ).)
22	
23 Costs and Fees of Administration	The bid from Phoenix Class Action
24 (12) The bid from the Parties' agreed-upon	Administration Solutions, which includes
25 administrator needs to be submitted along with	evidence of the capped settlement
26 evidence of whether the bid is capped or not	administration fee, is attached to the
27 (and if not capped, how will additional	Supplemental Declaration of Douglas Han in
28 costs/fees be paid)?	Support of Plaintiff's Motion for Preliminary

1		Approval of Class Action Settlement as Exhibit
2		5. (Supp. Han Decl., <i>supra</i> , at ¶ 15; Exhibit 5.)
3	Gross Settlement Sum, Etc.	The Settlement Agreement has been amended
4	(13) Please provide in the SA the date when	accordingly. (Supp. Han Decl., <i>supra</i> , at ¶ 16;
5	Defendant will pay employer-side payroll taxes.	Exhibit 2, <i>supra</i> , at §§ III (F)(3), III (I)(8)(a).)
6	(14) SA III.F.1 provides that Plaintiff can't	The Settlement Agreement has been amended
7	revoke the Settlement if awarded an	to address this issue. (Supp. Han Decl., <i>supra</i> ,
8	Enhancement Payment less than requested. But	at ¶ 17; Exhibit 2, <i>supra</i> , at § III (F)(2).)
9	there is no comparable provision in SA III.F.2	
10	as it concerns attorneys' fees and costs. Please	
11	justify/explain.	
12	(15) Please justify/explain the provision (SA	The Settlement Agreement has been amended
13	III.F.8.a) that the Gross Settlement Amount	to address this issue. (Supp. Han Decl., <i>supra</i> ,
14	won't be paid for as long as 30 days after the	at ¶ 18; Exhibit 2, <i>supra</i> , at § III (I)(8)(a).)
15	Effective Date. Please consider shortening the	
16	time period to five business days.	
17	Responses by Class Members	The Settlement Agreement and Class Notice
18	(16) Please consider providing in the Settlement	have been amended accordingly. (Supp. Han
19	Agreement and Class Notice that the deadline	Decl., <i>supra</i> , at ¶ 19; Exhibit 2, <i>supra</i> , at §§ I
20	for requests for exclusion, written objections,	(LL), III (I)(2)(f), III (I)(3)(a), III (I)(4)(a);
21	and challenges over workweeks are 60 days	Exhibit 3, <i>supra</i> , at §§ 6-8.)
22	from the general mailing of the Class Notice	
23	and that requests for exclusion, written	
24	objections, and challenges over workweeks may	
25	be faxed or emailed to the Settlement	
26	Administrator, in addition to mailed by U.S.	
27	mail. Please also provide the Settlement	
28	Administrator's contact information (address,	

1	email address, telephone number and fax	
2	number) in the Class Notice.	
3	Attorneys' Fees, Litigation Costs and Service	The Settlement Agreement has been amended
4	Award	accordingly. (Supp. Han Decl., <i>supra</i> , at ¶ 20;
5	(17) Please provide in SA III.I.8.b that Class	Exhibit 2, <i>supra</i> , at § III (I)(8)(b)(1).)
6	Counsel's fees and costs and the Class	
7	Representative Enhancement Payment won't be	
8	paid by the Administrator until the distribution	
9	to class members of their Individual Settlement	
10	Shares and Individual PAGA Payments.	
11	(18) Plaintiff's Counsel must present a	Plaintiff has prepared a Case Cost Detail,
12	description and calculation of its costs to date	attached as Exhibit 6 to the Supplemental
13	and a description and estimate amount of future	Declaration of Douglas Han in Support of
14	costs.	Plaintiff's Motion for Preliminary Approval of
15		Class Action Settlement, which provides a
16		description and calculation of Plaintiff's costs
17		to date and a description and estimate amount
18		of future costs. (Supp. Han Decl., <i>supra</i> , at ¶
19		21; Exhibit 6.)
20	(19) Please provide that Plaintiff's Counsel's	The Settlement Agreement and Class Notice
21	motion for attorneys' fees and litigation costs	have been amended accordingly. (Supp. Han.
22	must be filed at least 16 court days before the	Decl., <i>supra</i> , at ¶ 22; Exhibit 2, <i>supra</i> , at § III
23	final approval hearing and advise the class, in	(I)(6)(a); Exhibit 3, <i>supra</i> , at § 14.)
24	the Class Notice, how Class Members can	
25	obtain a copy of the motion including that they	
26	can obtain a copy from Plaintiff's Counsel free	
27	of charge.	
28	Sending of Class Notice	The Settlement Agreement has been amended

(20) Please consider having the Settlement Administrator telephone Class Members whose Class Notices are returned undelivered. Also, please provide all Class Members' last known telephone numbers in the Class Data.	to address these issues. (Supp. Han. Decl., <i>supra</i>, at ¶ 23; Exhibit 2, <i>supra</i>, at §§ I (G), III (I)(2)(e).)
(21) Please consider increasing the 10-day extension (provided in SA III.F.2.d) to 14 days.	The Settlement Agreement and Class Notice have been amended accordingly. (Supp. Han. Decl., <i>supra</i>, at ¶ 24; Exhibit 2, § III (I)(2)(e); Exhibit 3, <i>supra</i>, at §§ 6-8.)
(22) How will class members be informed of extensions of their response dates?	In addition to marking on the envelope whether the Class Notice is a remailed notice, the Settlement Administrator will provide on the envelope the Class Member's new deadline to respond if the Class Notice is a remailed notice. (Supp. Han. Decl., <i>supra</i>, at ¶ 25.) The Settlement Agreement and Class Notice have been amended to provide as such. (<i>Ibid.</i>; Exhibit 2, <i>supra</i>, at § III (I)(2)(e); Exhibit 3, <i>supra</i>, at §§ 6-8.)
(23) Please consider shortening the amount of days for remailing under SA III.2.d from 10 days to three business days.	The Settlement Agreement has been amended accordingly. (Supp. Han. Decl., <i>supra</i>, at ¶ 26; Exhibit 2, <i>supra</i>, at § III (I)(2)(e).)
Challenges to Workweeks (24) As drafted, SA III.F.2.d appears to allow challenges to workweeks for purposes of Individual Settlement Shares; it needs to also apply to Individual PAGA Payments distributed to Eligible Aggrieved Employees.	The Settlement Agreement and Class Notice have been amended to address this issue. (Supp. Han. Decl., <i>supra</i>, at ¶ 27; Exhibit 2, <i>supra</i>, at § III (I)(2)(f); Exhibit 3, <i>supra</i>, at § 6.)

(25) Please consider adding provisions to the SA that the Settlement Administrator’s determinations of workweek challenges are not appealable or otherwise challengeable; and that Class Members will be sent notice of the determinations of their challenges.	The Settlement Agreement and Class Notice have been amended accordingly. (Supp. Han. Decl., <i>supra</i>, at ¶ 28; Exhibit 2, <i>supra</i>, at § III (I)(2)(f); Exhibit 3, <i>supra</i>, at § 6.)
Requests for Exclusion (26) The Court cannot approve a provision that a request for exclusion is presumptively invalid if it is not made on the Opt-Out Form and/or it does not contain all the information requested in the Opt-Out Form (or in SA III.F.4). It should be sufficient if the Settlement Administrator can ascertain the identity of the Class Member and ascertain that the Class Member wants to opt out. Timeliness is still required (60 days). Please modify the SA and Class Notice accordingly.	The Settlement Agreement and Class Notice have been amended accordingly. (Supp. Han. Decl., <i>supra</i>, at ¶ 29; Exhibit 2, <i>supra</i>, at § III (I)(4)(a); Exhibit 3, <i>supra</i>, at § 8.)
(27) Provide in SA III.F.4.c and elsewhere in the SA and Class Notice that Eligible Aggrieved Employees will still be entitled to receive their Individual PAGA Payments notwithstanding the making of a valid request for exclusion.	The Settlement Agreement and Class Notice have been amended accordingly. (Supp. Han. Decl., <i>supra</i>, at ¶ 30; Exhibit 2, <i>supra</i>, at § III (I)(4)(b); Exhibit 3, <i>supra</i>, at § 8.)
(28) The words “or otherwise encourage” in SA III.4.e could interfere with Plaintiff’s Counsel’s duties owed to Class Members. Please consider deleting or modifying. In addition, at the end of	The Settlement Agreement has been amended to address these issues. (Supp. Han. Decl., <i>supra</i>, at ¶ 31; Exhibit 2, <i>supra</i>, at § III (I)(5).)

1	SA III.4.e provide words to the effect that	
2	nothing in the provision shall interfere with	
3	Plaintiff's Counsel's ethical duties owed to	
4	Class Members.	
5	Objections	The Settlement Agreement and Class Notice
6	(29) The Court cannot approve an agreement	have been amended to address these issues.
7	that a written objection is presumptively invalid	(Supp. Han. Decl., <i>supra</i> , at ¶ 32; Exhibit 2,
8	if it does not contain all of the information	<i>supra</i> , at §§ III (I)(3)(b)-(c); Exhibit 3, <i>supra</i> , at
9	required under SA III.F.3. Timeliness for	§ 7.)
10	written objections (60 days) is still required.	
11	Written objections are not required and this	
12	needs to be made clear in the Class Notice. The	
13	Court will hear from any Class Member who	
14	attends the final approval hearing and asks to	
15	speak regardless whether they have made a	
16	written objection. Modify the Agreement and	
17	Class Notice accordingly.	
18	Defendant's Option to Terminate	The Settlement Agreement has been amended
19	(30) SA III.F.5 needs to be modified to (1) limit	accordingly. (Supp. Han. Decl., <i>supra</i> , at ¶ 33;
20	the amount of time Defendant has to elect to	Exhibit 2, <i>supra</i> , at § III (I)(4)(e).)
21	terminate under SA III.F.4.d; and (2) require	
22	Defendant to pay the costs and fees of	
23	administration up to that point.	
24	Distribution of Individual Settlement	Checks will be sent to all Class Members,
25	Payments	including those for whom Notice Packets were
26	(31) The Court assumes that checks will be sent	returned as undeliverable. (Supp. Han. Decl.,
27	to all Class Members, including those for whom	<i>supra</i> , at ¶ 34.) The Settlement Agreement has
28	a Class Notice was returned undelivered. Please	been amended to specify as such. (<i>Ibid.</i> ; Exhibit

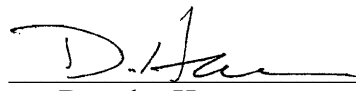
1	advise if this isn't the case.	2, <i>supra</i> , at § III (I)(8)(b)(2).)
2	(32) Before class checks are mailed, the	The Settlement Agreement has been amended
3	Settlement Administrator must update addresses	accordingly. (Supp. Han. Decl., <i>supra</i> , at ¶ 35;
4	of recipients using the National Change of	Exhibit 2, <i>supra</i> , at §§ III (I)(8)(b)(2), III
5	Address Database. For returned checks directed	(I)(9).)
6	to Class Members whose Class Notices were	
7	returned undelivered and no new addresses	
8	ascertained, no further steps need to be taken by	
9	the Settlement Administrator with respect to	
10	these checks. As to other checks returned, the	
11	Settlement Administrator must remail checks to	
12	any forwarding address provided by the	
13	U.S.P.S. or must use skip trace or other usual	
14	means to ascertain a new address if no	
15	forwarding address is provided by the U.S.P.S.	
16	The Administrator must remail checks to new	
17	addresses ascertained thereby within seven	
18	business days of the return of the check. The	
19	void date of all class checks needs to be stated	
20	on the checks. The Settlement Agreement must	
21	be modified accordingly.	
22	(33) Provide that the Settlement	The Settlement Agreement has been amended
23	Administrator's final report (SA III.I.10) will	accordingly. (Supp. Han. Decl., <i>supra</i> , at ¶ 36;
24	also be filed with the Court.	Exhibit 2, <i>supra</i> , at § III (I)(10).)
25	Other Settlement Agreement Issues	The Settlement Agreement has been amended
26	(34) Limit SA III.L.3 to communications with	accordingly. (Supp. Han. Decl., <i>supra</i> , at ¶ 37;
27	third parties and delete "and in discussions with	Exhibit 2, <i>supra</i> , at § III (L)(3).)
28	Class Members in the context of administering	

1	this Settlement.”	
2	(35) Add the following at the end of SA III.L.8:	The Settlement Agreement has been amended
3	“and approved by the Court.”	accordingly. (Supp. Han. Decl., <i>supra</i> , at ¶ 38;
4		Exhibit 2, <i>supra</i> , at § III (L)(8).)
5	(36) End the first sentence of SA III.L.13 after	The Settlement Agreement has been amended
6	the words “related to this Agreement.”	accordingly. (Supp. Han Decl., <i>supra</i> , at ¶ 39;
7		Exhibit 2, <i>supra</i> , at § III (L)(13).)
8	(37) Provide that any additional amount to be	Section III (L)(17) of the Settlement Agreement
9	paid under SA III.L.17 shall be included in the	has been amended to address these issues.
10	GSA. Provide the process by which Defendant	(Supp. Han Decl., <i>supra</i> , at ¶ 40; Exhibit 2,
11	will disclose to Class Counsel the actual	<i>supra</i> , at § III (L)(17).) To arrive at the amount
12	number of workweeks. In addition, please	of \$30.00 per additional workweek, the Parties
13	explain how the amount of \$30.00 per	divided the Gross Settlement Amount of
14	additional workweek was calculated.	\$610,000.00 by 20,500 workweeks, which
15		yields approximately \$29.76 per workweek.
16		(Supp. Han Decl., at ¶ 40.) Rounded up to the
17		nearest dollar, the value of the settlement is
18		\$30.00 per workweek, based on the Parties’
19		presumption that the Class Period consists of no
20		more than 20,500 workweeks. (<i>Ibid.</i>)
21	(38) Provide in the Settlement Agreement (and	The Settlement Agreement and Class Notice
22	Class Notice) that the final approval order and	have been amended accordingly. (Supp. Han
23	judgment will be posted to the Settlement	Decl., <i>supra</i> , at ¶ 41; Exhibit 2, <i>supra</i> , at §§ III
24	Administrator’s website.	(G), III (I)(6)(c); Exhibit 3, <i>supra</i> , at §§ 12, 14.)
25	Other Class Notice Issues	The Class Notice will be provided to Class
26	(39) Will the Class Notice be in English only?	Members in both English and Spanish. (Supp.
27	Please justify.	Han Decl., <i>supra</i> , at ¶ 42.) The Settlement
28		Agreement has been amended to reflect this.

	(Supp. Han Decl., <i>supra</i> , at ¶ 42.; Exhibit 2, <i>supra</i> , at §§ I (I), III (G).)
(40) Make the changes specified above.	The Class Notice has been amended to be consistent with the changes made to the Settlement Agreement. (Supp. Han Decl., <i>supra</i> , at ¶ 43; Exhibit 3.)
(41) The proposed Class Notice isn't as clear as it should be. Please consider using the form of Class Notice attached to the Ruling. If this form is not used, please make changes to the parties' proposed Class Notice that are consistent with the Court's form. Among other things, the Class Notice needs to set forth the number of PAGA workweeks used to calculate Individual PAGA Payments.	The Class Notice has been amended to improve clarity and to be consistent with the Court's form. (Supp. Han Decl., <i>supra</i> , at ¶ 44; Exhibit 3.) The Class Notice has been amended to set forth the number of pay periods with which the Class Member has been credited, if any, and the formula the Settlement Administrator used to calculate the Class Member's Individual PAGA Payment, if applicable. (Supp. Han Decl., at ¶ 44; Exhibit 3, at § 10(B).)
Opt-Out Form (42) Modify the form to provide that Class Members who validly request exclusion will still be bound by the PAGA Release and will receive their Individual PAGA Payments.	The Exclusion Form has been amended accordingly. (Supp. Han Decl., <i>supra</i> , at ¶ 45; Exhibit 4.)

Dated: March 10, 2022

JUSTICE LAW CORPORATION

By: 
Douglas Han
Shunt Tatavos-Gharajeh
Chancellor Nobles
Attorneys for Plaintiff

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PROOF OF SERVICE