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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARIA CEBALLOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

FLAIR CLEANERS, INC., a California
corporation; and DOES 1 through 100,

Defendants

Case No. 20STCV28196

*[Assigned for all purposes to the
Hon. Daniel J. Buckley; Dept. SSC-1]*

**PLAINTIFF'S SUPPLEMENTAL BRIEF
IN RESPONSE TO COURT'S
FEBRUARY 24, 2022 TENTATIVE
RULING RE: PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 15, 2022
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: July 23, 2020
Trial Date: None Set

1 Plaintiff Maria Ceballos (“Plaintiff”) submits this supplemental brief in response to the
2 Court’s February 24, 2022 Tentative Ruling Regarding Plaintiff’s Motion for Preliminary
3 Approval of Class Action Settlement (“Tentative Ruling”) in which the Court listed a number of
4 issues for Plaintiff to address. Plaintiff and Defendant Flair Cleaners, Inc. (“Defendant”,
5 collectively, the “Parties”) have met and conferred and have amended the Settlement Agreement
6 and Class Notice and otherwise addressed the Court’s concerns, as addressed below.

7 A redlined version of amended Stipulation of Settlement (“Settlement Agreement”),
8 reflecting the changes made to the original Settlement Agreement, is attached to the concurrently-
9 filed Supplemental Declaration of Sean M. Blakely (“Blakely Supp. Decl.”) as **Exhibit 1**. A
10 redlined version of the amended Class Notice, reflecting the changes made to the original Class
11 Notice, is attached to the Blakely Supp. Decl. as **Exhibit 2**. The fully-executed, amended
12 Settlement Agreement is attached to the Blakely Supp. Decl. as **Exhibit 3**. A clean version of the
13 amended Class Notice is attached to the Blakely Supp. Decl. as Exhibit 4. Lastly, Plaintiff’s July
14 23, 2020 LWDA Letter is attached to the Blakely Supp. Decl. as **Exhibit 5**.

15 **Issue 1: PAGA Terms**

16 The February 24, 2022 Tentative Ruling states: “Why aren't separate definitions for
17 PAGA Members/Aggrieved Employees and the PAGA Period provided within the Settlement
18 Agreement?”

19 The Parties have revised the Settlement Agreement to separately define PAGA
20 Members/Aggrieved Employees and the PAGA Period. *See* Blakely Supp. Decl., Exhibits 1 and
21 3, ¶ 2.B.

22 **Issue 2: Scope of Release**

23 The February 24, 2022 Tentative Ruling states: “The release should be limited to claims
24 based on the facts alleged in the operative complaint. Further, the release of PAGA claims should
25 be separately defined and limited to claims for penalties under PAGA as disclosed in Plaintiff’s
26 LWDA letter. Counsel is to provide a copy of the LWDA letter to the Court for review.” The
27 Parties have revised the Settlement Agreement to limit the release to claims based on the facts
28 alleged in the Operative Complaint. *See* Blakely Supp. Decl., Exhibits 1 and 3, ¶ 2.A. The Parties

1 have also revised the Settlement Agreement to separately define the release of PAGA claims and
2 limited the PAGA release to claims for penalties under PAGA as disclosed in Plaintiff's LWDA
3 letter. *See* Blakely Supp. Decl., Exhibits 1 and 3, ¶ 2.B. Plaintiff has also attached a true and
4 correct copy of Plaintiff's July 23, 2020 LWDA letter. *Id.*, Exhibit 5.

5 **Issue 3(a): Notice and Notice Administration**

6 The February 24, 2022 Tentative Ruling states: "Amend the agreement so that the
7 administrator does not only perform a single re-mailing. (See ¶9.G). Efforts to locate updated
8 addresses for returned notices should continue throughout the 60-day notice period."

9 The Parties have revised the Settlement Agreement to require the Settlement
10 Administrator to continue its efforts to locate updated addresses for returned notices throughout
11 the 60-day notice period." *See* Blakely Supp. Decl., Exhibits 1 and 3, ¶ 9.G.

12 **Issue 3(b): Notice and Notice Administration**

13 The February 24, 2022 Tentative Ruling states: "On Notice pg. 1, add boxes summarizing
14 class member's options (do nothing, request exclusion, object) and the deadlines for making
15 requests for exclusion and written objections as appropriate. The last box should contain the date,
16 time and location of the Final Approval Hearing."

17 The Parties have made the requested amendments to the Class Notice. *See* Blakely Supp.
18 Decl., Exhibit 2, page 1.

19 **Issue 3(c): Notice and Notice Administration**

20 The February 24, 2022 Tentative Ruling states: "The costs of administration in the notice
21 (\$8,750) differ from the estimated costs in the agreement (\$15,000). (¶7.) Please clarify and
22 amend accordingly."

23 The Parties have made the requested amendments to the Settlement Agreement to provide
24 that administration costs are not to exceed \$8,750.00. *See* Blakely Supp. Decl., Exhibits 1 and 3,
25 ¶¶ 3.D.2; 7.

26 **Issue 3(d): Notice and Notice Administration**

27 The February 24, 2022 Tentative Ruling states: "Ensure the release in the notice contains
28 the same language as the releases in the agreement verbatim."

1 The Parties have revised the Class Notice such that the releases disclosed to Settlement
2 Class members in the Class Notice are verbatim to the releases in the Settlement Agreement.
3 Blakely Supp. Decl. at Exhibit 2, page. 4.

4 **CONCLUSION**

5 Based on the above, Plaintiff respectfully submits that the Parties have addressed the
6 Court's concerns, and respectfully requests that the Court sign the [Amended Proposed] Order
7 Granting Preliminary Approval of Class Action Settlement, filed concurrently herewith.

8
9 DATED: March 8, 2022

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10 By: 

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