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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ALBERT EBUÉN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

RED RIBBON BAKESHOP INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: BC715064

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Edwin Aiwazian); Declarations of
Proposed Class Representatives (Albert
Ebuén and Maricel J. Santa Ana); and
[Proposed] Order filed concurrently
herewith]

Date: January 26, 2021
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: July 26, 2018
Trial Date: None Set

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

PLEASE TAKE NOTICE that on January 26, 2021 at 10:00 a.m. or as soon thereafter as the matter may be heard before the Honorable Kenneth R. Freeman in Department SSC14 of the Superior Court of California for the County of Los Angeles, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Albert Ebuén and Proposed Plaintiff Maricel J. Santa Ana (together, “Plaintiffs” or “Class Representatives”) will, and hereby do, move for an order:

- Granting Plaintiff Ebuén leave to file the [Proposed] First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Complaint”) which is attached as “EXHIBIT A” to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement;
- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Stipulation of 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 Litigation Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator;
- Conditionally certifying the Class for settlement purposes;
- Preliminarily appointing Plaintiffs Albert Ebuén and Maricel J. Santa Ana as Class Representatives;
- Preliminarily appointing 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
- 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 Litigation Costs to Class Counsel, Enhancement Payments for Plaintiffs, and Settlement Administration Costs to Settlement Administrator.

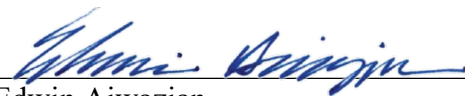
This motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for approval by the Court of the settlement of a putative class action and allows the Court to preliminarily certify a class for settlement purposes.

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 Representatives (Albert Ebuén and Maricel J. Santa Ana) 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: October 28, 2020

LAWYERS for JUSTICE, PC

By:



Edwin Aiwarzian

Attorneys for Plaintiff Albert Ebuén and Proposed Plaintiff Maricel J. Santa Ana

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Albert Ebuén and Proposed Plaintiff Maricel J. Santa Ana (“Plaintiffs” or “Class Representatives”) seek preliminary approval of the Stipulation of Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Red Ribbon Bake Shop, Inc. (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiffs and Defendant (collectively, the “Parties”) have agreed to settle this lawsuit for a Gross Settlement Amount of two million dollars (\$2,000,000.00).¹ The Gross Settlement Amount includes the following: (1) Individual Settlement Payments to Settlement Class Members which will be distributed from the Net Settlement Fund²; (2) the Enhancement Payments of ten thousand dollars (\$10,000.00) to Plaintiff Albert Ebuén and five thousand dollars to Proposed Plaintiff Maricel J. Santa Ana (\$15,000 total)³; (3) the Attorneys’ Fees and Litigation Costs to Class Counsel, consisting of attorneys’ fees in the amount of forty percent (40%) of the Gross Settlement Amount, or \$800,000, and reimbursement of litigation costs and expenses not to exceed sixty-five thousand dollars (\$65,000.00)⁴; (4) the Settlement Administration Costs to the Settlement Administrator in the amount not to exceed sixteen thousand dollars (\$16,000.00);⁵ and (5) the amount of one hundred seventy-five thousand dollars (\$175,000.00) allocated to penalties under the Private Attorneys General Act (“PAGA”), of which 75% (i.e., \$131,250.00) will be distributed to the Labor and Workforce Development Agency (“LWDA”) and 25% (i.e., \$43,750.00) will be distributed to Settlement Class Members as a part of the Net Settlement Fund.⁶

Plaintiffs also seek 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.”), § 4.

² *Id.*, § 5.

³ *Id.*, §§ 4.C.3 & 7.

⁴ *Id.*, §§ 4.C.4 & 6.

⁵ *Id.*, §§ 4.C.2 & 8.

⁶ *Id.*, § 4.C.5.

All current and former hourly-paid or non-exempt employees who worked for Defendant Red Ribbon Bake Shop, Inc. within the State of California at any time during the period of July 26, 2014 through March 1, 2020 (“Class” or “Class Members”).⁷

The Class is estimated to consist of approximately one-thousand four-hundred & seventy-seven (1,477) individuals.⁸

Class Members who do not submit a timely and valid request to be excluded from the Settlement (“Settlement Class Member”) will receive a share of the Net Settlement Fund (“Individual Settlement Payment”) on a *pro rata* basis, based on the number weeks the Settlement Class Member worked for Defendant during the Class Period (“Workweeks”).⁹

The Settlement resolves the Released Claims of Plaintiffs and Settlement Class Members, against the Released Parties.¹⁰

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant produces, manufactures, and sells traditional Filipino cakes, pastries, and other perishable bakery products to consumers in the United States. Plaintiff Albert Ebuena and Proposed Plaintiff Maricel J. Santa Ana are former employees of Defendant.

On July 26, 2018, Plaintiff Albert Ebuena filed a Class Action Complaint for Damages in the Los Angeles County Superior Court (“Court”), thereby commencing the above-captioned lawsuit (“Lawsuit”). Plaintiff Ebuena will seek leave to file and file a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq. (“Complaint” or “First Amended Complaint”) to add Proposed Plaintiff Santa Ana and a cause of action under the Private Attorneys General Act of 2004 (“PAGA”).

Plaintiffs’ core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and the Class Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal

⁷ Settlement Agreement, § 1. “Class Period” is defined as the period of July 26, 2014 to March 1, 2020. *Ibid*.

⁸ Aiwazian Decl., ¶ 9.

⁹ Settlement Agreement, § 5.B.i. ii. For purposes of calculating each Settlement Class Member’s number of Workweeks, in order for a week to count as a week worked for a particular Settlement Class Member, Defendant’s payroll records must show that that Settlement Class Member worked at least one day during that week.

¹⁰ See *id.* at § 3.A, for the full scope of the “Released Claims” and “Released Parties.”

1 and rest periods and associated premium pay, failing to timely pay wages during employment
2 and upon termination of employment, failing to provide compliant wage statements, failing to
3 maintain requisite payroll records, and failing to reimburse necessary business expenses, and
4 thereby engaged in unfair business practices in violation of California Business and Professions
5 Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA.
6 Plaintiffs contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages,
7 penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

8 On December 28, 2018, Defendant filed an Answer to Plaintiff's Unverified Complaint.
9 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
10 associated with any of the allegations in the Lawsuit, and further denies that the Lawsuit is
11 appropriate for class treatment or representative adjudication for any purpose other than for
12 settlement purposes only.

13 On December 5, 2018, Plaintiff Ebuon propounded multiple sets of discovery including
14 requests for production of documents, form interrogatories and two (2) sets of special
15 interrogatories on Defendant, and noticed the depositions of Defendant's person most
16 knowledgeable designee. On January 7, 2019 and February 7, 2019, Defendant responded to
17 Plaintiffs' discovery requests.

18 The Parties have actively litigated the Lawsuit since it was commenced on July 26, 2018.
19 On December 5, 2019, the Parties participated in a formal, full-day mediation conducted by Hon.
20 Louis M. Meisinger (Ret.), a well-regarded mediator experienced in mediating complex labor
21 and employment matters. With the aid of the mediator's evaluation, the Parties ultimately
22 reached the Settlement described herein to resolve the Lawsuit in its entirety.

23 **III. REQUEST FOR LEAVE TO FILE AMENDED CONSOLIDATED COMPLAINT**

24 To effectuate the terms of the Settlement Agreement and intent of the Parties, the Parties
25 agree that leave should be granted for Plaintiff Ebuon to file an amended complaint in the
26 Lawsuit in order to add Proposed Plaintiff Maricel J. Santa Ana as a named plaintiff and a cause
27 of action under PAGA. As such, Plaintiff Ebuon respectfully requests leave to file the First
28

Amended Complaint so that the terms of the Settlement may be effectuated.¹¹

IV. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Gross Settlement Amount to resolve the Released Claims of Plaintiffs and the Class Members who do not submit a timely and valid request to be excluded from the Settlement (i.e., Settlement Class Member) 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 Settlement Amount: (1) attorneys' fees in an amount not to exceed eight hundred thousand dollars (\$800,000) (i.e., up to 40% of the Gross Settlement Amount) ("Attorneys' Fees") and reimbursement of costs and expenses in an amount not to exceed sixty-five thousand dollars (\$65,000) ("Litigation Costs") to Class Counsel; (2) settlement administration costs, which are currently estimated not to exceed sixteen thousand dollars (\$16,000) to the Settlement Administrator ("Settlement Administration Costs"); (3) payment to the LWDA of its 75% share of the PAGA Amount (i.e., \$131,250 out of \$175,000) ("LWDA Payment"); and (4) payments in the amount of up to ten thousand dollars (\$10,000) to Plaintiff Albert Ebuena and five thousand dollars (\$5,000) to Proposed Plaintiff Maricel J. Santa Ana (for a combined total of \$15,000) ("Enhancement Payments").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 the Settlement Administrator will determine each Settlement Class Member's share of the available Net Settlement Fund ("Individual Settlement Payment"), in accordance with the Settlement Agreement, by multiplying the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class Member's Workweeks, and the denominator of which is the total Workweeks worked by all Settlement Class Members.¹⁵

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¹¹ Settlement Agreement, § 8.

¹² Settlement Agreement, §§ 3.A & 4.

¹³ *Id.*, §§ 4.C.2, 4.C.3, 4.C.4, 4.C.5, 6, 7 & 8.

¹⁴ *Id.*, § 8.

¹⁵ *Id.*, § 5.B.i.

Each Settlement Class Member's Individual Settlement Payment will be allocated as follows: twenty percent (20%) as wages (the "wage portion"), which will be reported on an IRS Form W-2; and the remaining eighty percent (80%) as penalties and interest, which will be reported on an IRS Form 1099.¹⁶ Settlement Class Members will be issued payment of their Individual Settlement Payment subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of each Individual Settlement Payment, and Defendant's FICA, FUTA, and other payroll tax payments resulting from payments under the Settlement to Settlement Class Members will be paid separate and in addition to the Gross Settlement Amount ("Employer Taxes").¹⁷

The Individual Settlement Payment checks issued to Settlement Class Members will be negotiable for one hundred eighty (180) calendar days from the date of issuance.¹⁸ The funds associated with Individual Settlement Payment checks that are not negotiated within the 180-day period will be paid to Humanity First USA.¹⁹

Class Members who wish to be excluded from the Settlement (i.e., opt out) must complete and mail a written request for exclusion ("Request for Exclusion") to the Settlement Administrator, postmarked within sixty (60) calendar days of the date of the initial mailing or, in the case of a re-mailed Class Notice, the latter of the initial 60-day period or fifteen (15) calendar after the date of re-mailing (the "Response Deadline").²⁰ A Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3) contain the case name and number of the Lawsuit; (4) clearly state that the Class Member wishes to be excluded from Settlement; and (5) be postmarked by the applicable Response Deadline and mailed to the Settlement Administrator.²¹ Any Class Member who requests to be excluded from the

¹⁶ Settlement Agreement, § 5.D.

¹⁷ Settlement Agreement, § 4.C.6.

¹⁸ *Id.*, § 5.E.

¹⁹ *Ibid.*

²⁰ *Id.*, § 10.F.

²¹ Settlement Agreement, § 10.F.i.

1 Settlement will not be entitled to any recovery under this Settlement Agreement and will not be
2 bound by the terms of the settlement or have any right to object, appeal or comment thereon.²²

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.²³ Settlement Class
5 Members may object to this Settlement by submitting a written objection to the Settlement
6 (“Objection”) to the Settlement Administrator.²⁴ An Objection must: (1) contain the name,
7 address, telephone number and the last four digits of the Social Security number of the objector;
8 (2) be signed by the objector; (3) contain the case name and number of the Lawsuit; (4) clearly
9 state that the objector objects to the Settlement and the factual and legal reason for their
10 objection; (5) if the objector is represented by counsel, state the name and contact information
11 for such counsel; and (6) be postmarked by the applicable Response Deadline and mailed to the
12 Settlement Administrator.²⁵

13 Class Members who wish to dispute the number of Workweeks credited to them in their
14 Class Notice may submit a written dispute to the Settlement Administrator on or before the
15 Response Deadline.²⁶ Workweek Disputes must: (1) contain the name, address, telephone
16 number and the last four digits of the Social Security number of the Class Member; (2) be signed
17 by the Class Member; (3) contain the case name and number of the Action; (4) clearly state the
18 number of Workweeks the Class Member contends is correct; (5) provide documentation and/or
19 an explanation demonstrating that Defendant’s data is incorrect and evidencing the correct
20 number of Workweeks that the Class Member believes he or she should have been credited with;
21 and (6) be postmarked by the applicable Response Deadline and mailed to the Settlement
22 Administrator at the address specified in the Class Notice.²⁷

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24 ///

25 ²² *Id.*, § 10.F.iii.

26 ²³ *Id.*, § 10.G.

27 ²⁴ *Ibid.*

28 ²⁵ *Ibid.*

²⁶ *Id.*, § 10.H.

²⁷ *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, Inc.*
8 (2001) 91 Cal.App.4th 224, 234-35 ("In general, questions whether a settlement was fair and
9 reasonable, whether certification of the class was proper, and whether the attorney fee award was
10 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
24 members and they have had an opportunity to voice their views of the settlement or to exclude
25 themselves 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 for
3 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, the
13 presence of a governmental participant, and the reaction of the class members to the proposed
14 settlement." *Dunk, supra*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the
15 court is free to engage in a balancing and weighing of the factors depending on the circumstances
16 of each case." *Wershba, supra*, 91 Cal.App.4th at 245. Furthermore, courts give "proper
17 deference to the private consensual decision of the parties." *Hanlon, supra*, 150 F.3d at 1027
18 (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
2 Upon Extensive Investigation and Discovery.

3 The Parties actively litigated the Lawsuit since it was commenced on July 26, 2018.
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.²⁸

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 thousands of pages of documents and data produced by
9 Defendant.²⁹ The volume of data and documents that Class Counsel reviewed and analyzed
10 included and was not limited to: employment records of Plaintiffs and other Class Members, a
11 detailed sampling of Class Members’ time and pay data, class data, Meal and Rest Period
12 Policies, Meal Period Waiver, Second Meal Period Waiver, Meal & Rest Period Policy (with
13 Acknowledgment), Request for Manual Check, company policy acknowledgements (including
14 Acknowledgment of Receipt of Employee Handbook), and Defendant’s operations and
15 employment practices, procedures, and policies, among other information and documents.³⁰
16 Class Counsel interviewed Plaintiffs and other Class Members to gather facts and to identify
17 potential witnesses.³¹ Class Counsel propounded multiple sets of formal written discovery
18 requests on Defendant, reviewed Defendant’s responses thereto, and noticed the depositions of
19 Defendant’s Person Most Knowledgeable designees regarding organizational structure and job
20 duties.³² Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss
21 issues relating to the pleadings, discovery, and the production of documents and data prior to the
22 mediation.³³ Class Counsel also drafted Plaintiffs’ mediation brief and prepared for and attended
23 court proceedings, settlement negotiations, and the mediation, among other tasks.³⁴

24
25 ²⁸ Aiwazian Decl., ¶¶ 11-13.

26 ²⁹ Aiwazian Decl., ¶ 12.

27 ³⁰ *Ibid.*

28 ³¹ *Ibid.*

³² *Ibid.*

³³ *Ibid.*

³⁴ *Ibid.*

1 The Parties engaged in extensive settlement negotiations and participated in a formal,
2 full-day mediation conducted by Hon. Louis M. Meisinger (Ret.), a well-respected mediator
3 experienced in mediating complex labor and employment matters.³⁵ Prior to and during the
4 mediation and settlement discussions, the Parties exchanged class information and engaged in an
5 intensive discussion regarding their evaluations of the case and various aspects of the case,
6 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
7 proceeding with class certification and/or representative adjudication, the law relating to off-the-
8 clock theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative
9 claims, as well as the evidence produced and analyzed, and the possibility of appeals, among
10 other things.³⁶ During all settlement discussions, the Parties conducted their negotiations at
11 arm's length in an adversarial position.³⁷ Arriving at a settlement that was acceptable to both
12 Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the
13 merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to
14 obtain class certification and prevail at trial.³⁸ After conducting investigations, significant formal
15 and informal discovery, extensive settlement negotiations, and with the aid of the mediator's
16 evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal
17 issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that
18 would attend further litigation.³⁹

19 The Settlement takes into account the strengths and weaknesses of each side's position
20 and the uncertainty of how the case might have concluded at certification and trial.⁴⁰ The Parties
21 have had the opportunity to interview and obtain information from their respective witnesses.⁴¹
22 Counsel for the Parties have also reviewed documents and information relating to Plaintiffs' and
23 the Class Members' employment with Defendant and performed significant research into the law
24

25 ³⁵ *Id.*, ¶ 11.

26 ³⁶ Aiwazian Decl., ¶ 11.

27 ³⁷ *Ibid.*

28 ³⁸ *Id.*, ¶¶ 11, 16-18.

³⁹ *Ibid.*

⁴⁰ *Ibid.*

⁴¹ *Ibid.*

concerning class certification, PAGA representative actions, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses thereto, as well as facts discovered.⁴² 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.⁴³

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

The Settlement, which provides for a Gross Settlement Amount of two million dollars (\$2,000,000.00), represents a fair, adequate, and reasonable resolution of the matter.⁴⁴ The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the formal and informal exchange of information.⁴⁵ The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the case at issue.⁴⁶ Moreover, considering all of the facts and circumstances of the Lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class.⁴⁷

Assuming that the Attorneys' Fees and Litigation Costs, Enhancement Payments, 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 nine hundred seventy-two thousand seven hundred fifty dollars (\$972,750.00).⁴⁸ 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.⁴⁹ There is no reason to doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of preliminary approval. Even at the final

⁴² *Id.*, ¶¶ 11-13 & 16-18.

⁴³ Aiwazian Decl., ¶¶ 6-7.

⁴⁴ Aiwazian Decl., ¶¶ 11, 13, 14 & 21.

⁴⁵ *Id.*, ¶¶ 11-13.

⁴⁶ *Id.*, ¶¶ 16-18.

⁴⁷ *Id.*, ¶¶ 11, 13, & 21.

⁴⁸ *Id.*, ¶ 14.

⁴⁹ Settlement Agreement, § 5.

approval stage, “[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel.” *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members.⁵⁰ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, and has experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

C. The Settlement Is of Significant Value.

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted significant formal and informal discovery and exchanged thousands of pages of documents, data, and information prior to mediation.⁵¹ The documents and information that Class Counsel obtained from Defendant and through other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant’s defenses thereto.⁵² As outlined in the Declaration of Edwin Aiwazian, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.⁵³

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE.

For settlement purposes, the requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.⁵⁴ California Code of Civil Procedure Section 382 “authorizes class actions when the question is

⁵⁰ Aiwazian Decl., ¶¶ 11, 13, & 21.

⁵¹ *Id.*, ¶¶ 11-13 & 18.

⁵² *Id.*, ¶ 18.

⁵³ *Id.*, ¶¶ 11-13 & 16-18.

⁵⁴ Settlement Agreement, § 1.

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, Plaintiffs’ 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 one-thousand four-hundred & seventy-seven (1,477) individuals.⁵⁵ 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

⁵⁵ Aiwazian Decl., ¶ 9.

Defendant's employment records regarding non-exempt employees in California during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

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

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

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

Here, common issues of fact and law predominate as to each of the claims alleged and asserted in the Complaint. Based on the documents and information obtained through formal and informal discovery and exchange of information in this case, Plaintiffs contend that Class Members were subject to the same uniform operations and employment practices, policies, and procedures during the time period at issue.⁵⁶ Plaintiffs' claims arise from Defendant's alleged uniform policy and systematic scheme, with respect to Plaintiffs and the Class Members, of, *inter alia*, failing to properly pay overtime and minimum wages for all hours worked, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant

⁵⁶ Aiwazian Decl., ¶ 16.

wage statements, failing to keep requisite payroll records, and failing to reimburse necessary business-related expenses.⁵⁷

Plaintiffs also contend that Defendant's payroll and recordkeeping practices with respect to Plaintiffs and the Class Members were substantially the same during the time period at issue.⁵⁸ As a result, Plaintiffs claim that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue.⁵⁹

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

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel has litigated the matter since July 26, 2018, and was actively preparing the matter for class certification and trial.⁶⁰ The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel conducted extensive investigations into the facts of the case and formal and informal discovery, including, and not limited to, propounding multiple formal written discovery requests onto Defendant and noticing the depositions of Defendant's person most knowledgeable designees. Class Counsel reviewed thousands of pages of documents and data⁶¹ and also interviewed and obtained information from Plaintiffs and other Class Members, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings, discovery, and the production of documents and data prior to mediation.⁶² Counsel for the Parties also undertook extensive settlement discussions, which included participating in a

⁵⁷ *Ibid.*

⁵⁸ *Ibid.*

⁵⁹ *Ibid.*

⁶⁰ Aiwazian Decl., ¶¶ 11-13.

⁶¹ *Id.*, ¶ 12.

⁶² *Ibid.*

1 formal, full-day mediation.⁶³

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.⁶⁴

4 The Settlement establishes a Gross Settlement Amount of two million dollars
5 (\$2,000,000.00), and provides for Class Counsel to apply to the Court for Attorneys' Fees in an
6 amount not to exceed forty percent (40%) of the Gross Settlement Amount (i.e., \$800,000.00)
7 and Litigation Costs in an amount not to exceed sixty-five thousand dollars (\$65,000.00).⁶⁵ The
8 attorneys' fees provided for by the Settlement is commensurate with: (1) the risk that Class
9 Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that
10 Class Counsel dedicated to the case, (3) the skill and determination that Class Counsel has
11 shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of
12 the Settlement that Class Counsel has achieved for the Class Members, and (6) the other cases
13 that Class Counsel had to turn down in order to devote its time and efforts to this matter. The
14 proposed Class Notice provides Class Members with information about the amount allocated
15 toward the Attorneys' Fees and Litigation Costs, and that an award of the Attorneys' Fees and
16 Litigation Costs will be sought, as provided for by the Settlement.⁶⁶

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 a
25 recovery that can be "monetized" with a reasonable degree of certainty, the trial court should

26 ⁶³ *Id.*, ¶ 11.

27 ⁶⁴ *Id.*, ¶¶ 6-7.

28 ⁶⁵ Settlement Agreement, §§ 4.C.4 & 6.

⁶⁶ *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.⁶⁷

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiffs’ motion for final approval of the Settlement

⁶⁷ Aiwasian Decl., ¶ 19.

and application for the Attorneys' Fees and Litigation Costs and at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement and to be requested by Class Counsel are well within the range of reasonableness.

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE.

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

The proposed Class Notice⁶⁸ describes the Settlement, the deadlines and procedures to submit an Objection, Request for Exclusion, and/or Workweek Dispute, and the date and time set for the Final Approval Hearing.⁶⁹

The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39. "Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.⁷⁰ The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.⁷¹ The proposed Class Notice also apprises the Class Members of, *inter alia*, how their Individual Settlement Payment is calculated and the number of Workweeks credited to them.⁷²

The proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt, supra*, 50 Cal.App.3d at 960 ("The

⁶⁸ Settlement Agreement, Exh. A.

⁶⁹ *Ibid.*

⁷⁰ *Ibid.*

⁷¹ *Ibid.*

⁷² *Ibid.*

essentials of due process of law in class suits would appear to be afforded by fair representation 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 AS THE SETTLEMENT ADMINISTRATOR

The Parties have selected Simpluris to administer the Settlement.

The Settlement Administrator will mail the Class Notice to each Class Member in English, Spanish, and Tagalog.⁷³ Any Class Notices returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be re-mailed to the forwarding address affixed thereto.⁷⁴ If no forwarding address is provided, the Settlement Administrator will make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Class Notice.⁷⁵ The deadline for a Class Member to submit a Request for Exclusion, Objection, or Workweek Dispute is sixty (60) calendar days of the date of the initial mailing or, in the case of a re-mailed Class Notice, the latter of the initial 60-day period or fifteen (15) calendar after the date of re-mailing (i.e., Response Deadline).⁷⁶ The Settlement Administrator will receive and process Requests for Exclusion, Objections, and Workweek Disputes.⁷⁷

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 Litigation Costs, Enhancement Payments, and LWDA Payment; and perform such other tasks necessary to effectuate the terms of the Settlement Agreement.⁷⁸ The Settlement

⁷³ Settlement Agreement, §§ 10.A & 10.C.

⁷⁴ *Id.*, § 10.E.

⁷⁵ *Ibid.*

⁷⁶ *Id.*, §§ 10.F, 10.G & 10.H.

⁷⁷ *Ibid.*

⁷⁸ Settlement Agreement, §§ 5.C, 5.D, 8, 10; Aiwazian Decl., ¶ 15.

Administration Costs are currently estimated to be sixteen thousand dollars (\$16,000.00) and will be paid out of the Gross Settlement Amount, subject to approval by the Court.⁷⁹

Accordingly, Plaintiffs respectfully request that the Court appoint Simpluris as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members in the 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.⁸⁰

Within thirty (30) calendar days after entry of an order preliminarily approving the Settlement Agreement, Defendant will provide the Settlement Administrator with the following information: the names, last known addresses, and Social Security numbers (in electronic format) of Class Members, as well as the dates of employment for and Workweeks worked by each Class Member ("Class List").⁸¹

Within seven (7) calendar days from receipt of the Class List, the Settlement Administrator will mail the Class Notice to each Class Member at his or her last known address or at the updated address found through the National Change of Address search.⁸² Class Members will have until the applicable Response Deadline (i.e., 60 calendar days after the initial mailing of the Class Notice or 15 calendar days after the date of re-mailing) to submit a Request for Exclusion, Objection, and/or Workweek Dispute.⁸³

Defendant will fund the Gross Settlement Amount no later than thirty (30) calendar days after the Settlement is deemed Final.⁸⁴ Within twenty-one (21) calendar days following the

⁷⁹ Settlement Agreement, § 4.C.2.

⁸⁰ Settlement Agreement, §§ 10.B & 10.C.

⁸¹ *Id.*, § 10.B.

⁸² *Id.*, § 10.C.

⁸³ *Id.*, § 10.F.

⁸⁴ Settlement Agreement, § 4.A. See § 2 for the definition of "Final."

1 funding of the Gross Settlement Amount, the Settlement Administrator will distribute: (1) the
2 Individual Settlement Payments to Settlement Class Members; (2) the Court-approved
3 Enhancement Payments to Plaintiffs; (3) the Court-approved Attorneys' Fees and Litigation
4 Costs to Class Counsel; (4) the LWDA Payment to the LWDA; and (5) the Court-approved
5 Settlement Administration Costs to itself.⁸⁵

6 The Individual Settlement Payment checks will remain negotiable for one hundred and
7 eighty (180) calendar days from the date of their issuance.⁸⁶ Funds associated with Individual
8 Settlement Payment checks that are not negotiated within the 180-day period will be tendered by
9 the Settlement Administrator to Humanity First USA.⁸⁷

10 **XI. APPOINTMENT OF CLASS REPRESENTATIVES AND ALLOCATION FOR**
11 **ENHANCEMENT PAYMENTS**

12 Plaintiff Albert Ebuén and Proposed Plaintiff Maricel J. Santa Ana respectfully request
13 that the Court appoint them as the Class Representatives and preliminarily approve the
14 Enhancement Payments in an amount up to ten thousand dollars (\$10,000) to Plaintiff Albert
15 Ebuén and five thousand dollars (\$5,000) to Proposed Plaintiff Maricel J. Santa Ana (for a
16 combined total of \$15,000).⁸⁸ It is within the Court's discretion to award payment to a class
17 representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901
18 F.Supp. 294, 299 (approving \$50,000 participation award to a single class representative). The
19 factors that courts may consider in determining whether to make an enhancement payment
20 include: (1) the risk to the class representative in commencing suit, both financial and otherwise;
21 (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount
22 of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the
23 personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.

24 *Id.*

25 ///

26 ⁸⁵ *Id.*, § 5.C.

27 ⁸⁶ *Id.*, § 5.E.

28 ⁸⁷ *Ibid.*

⁸⁸ *Id.*, §§ 4.C.3 & 7.

The Enhancement Payments are fair and appropriate. Plaintiffs 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.⁸⁹ Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would benefit the Class.⁹⁰ Accordingly, it is appropriate and just for Plaintiffs to each receive an Enhancement Payment for their services on behalf of the Class, in addition to their Individual Settlement Payments.

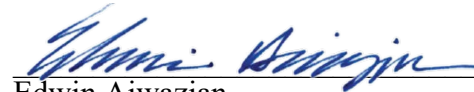
XII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant leave to file the First Amended Complaint; preliminarily approval of the Settlement; conditionally certify the Class for settlement purposes; preliminarily appoint and designate Lawyers for Justice, PC as Class Counsel; preliminarily appoint and designate Plaintiffs Albert Ebuena and Maricel J. Santa Ana as Class Representatives; appoint Simpluris as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Litigation Costs, Enhancement Payments, 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; and schedule a Final Approval Hearing to take place in approximately five (5) months after the Court enters an order granting preliminary approval of the Settlement.

Dated: October 28, 2020

LAWYERS for JUSTICE, PC

By:



Edwin Aiwanian

Attorneys for Plaintiff Albert Ebuena and Proposed Plaintiff Maricel J. Santa Ana

⁸⁹ Aiwanian Decl., ¶ 20; Declaration of Albert Ebuena in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Ebuena Decl."), ¶ 4; Declaration of Maricel J. Santa Ana in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Santa Ana Decl."), ¶ 4.

⁹⁰ Aiwanian Decl., ¶ 20; Ebuena Decl., ¶¶ 3-6; Santa Ana Decl., ¶¶ 3-6.