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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

TANEA MALDONADO, on behalf of herself and all
others similarly situated,

Plaintiffs,

vs.

FIRST MAINSAIL, INC. dba PRIMAVERA
RISTORANTE, a California Corporation;
JEANNETTE STAVROS; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO. 37-2020-00023369-CU-OE-CTL

CLASS ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
UNOPPOSED PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION**

[Assigned for All Purposes to the Hon. Ronald
Frazier]

Date: December 10, 2021

Time: 8:30 a.m.

Dept: C-65

Judge: Ronald Frazier

Action Filed: July 7, 2020

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1 **I. INTRODUCTION**

2 In this case, Plaintiff Tanea Maldonado [“Plaintiff” or “Named Plaintiff”], alleges that
3 Defendants First Mainsail, Inc. dba Primavera Ristorante [“Primavera”] and Jeannette Stavros
4 [collectively, “Defendants”] violated California labor laws through their failure to pay minimum wages,
5 failure to pay wages at the agreed upon rate, failure to provide meal periods, failure to provide rest
6 periods, failure to pay overtime, failure to timely pay final wages, failure to provide accurate itemized
7 wage statements, and Violation of Business and Professions Code § 17200, *et seq.* Plaintiff now seeks
8 preliminary approval of the Stipulation of Settlement and Release [“Agreement”], attached as Exhibit
9 A to the Declaration of Thomas A. Rist, which will resolve this action in its entirety.

10 By this Motion, Plaintiff requests that the Court take the first step in the approval process -
11 preliminary approval of the settlement pursuant to Cal. Rules of Court, Rule 3.769. In determining
12 whether preliminary approval is warranted, the issue before the Court is whether the settlement is within
13 the range of what might be found to be fair, reasonable, and adequate, so that notice of the settlement
14 should be given to class members, and a hearing scheduled to consider final settlement approval.

15 If approved by the Court, the Settlement will create a gross settlement fund in the amount of
16 Seventy Thousand Dollars and No Cents (\$70,000.00) (“Settlement Sum”) for approximately twenty-
17 seven (27) non-exempt employees and former non-exempt employees of Defendant Primavera
18 (“Settlement Class Members”). Rist Decl., ¶7. The Settlement Sum includes payments made to
19 Settlement Class Members, payments to the State of California on Plaintiff’s PAGA claims, settlement
20 administration costs, awards of attorneys’ fees and costs, and an incentive award to the Named Plaintiff.
21 The Settlement is non-reversionary, which means that the entire \$70,000 will be paid out and nothing
22 will revert to Defendants. Rist Decl., ¶8. Additionally, Settlement Class Members *will not be required*
23 *to submit claim forms in order to receive their share of the settlement proceeds.* Rist Decl., ¶9.

24 The proposed settlement was reached through extensive, arms-length negotiations, and is fair,
25 adequate and reasonable. The proposed settlement meets the criteria for preliminary approval which are
26 set forth at Cal. Rules of Court, Rule 3.769, California case law cited throughout this brief, the *Manual*
27 *for Complex Litigation*, 4th Ed., and is well within the range of what could be recovered at trial. Plaintiff
28 therefore requests that this Court grant Plaintiff’s Motion for Preliminary Approval embodied in the

Agreement, approve the Notice Packet and the plan for distribution of the Notice Packet, appoint ILYM Group as the Settlement Administrator, approve Tanea Maldonado as Class Representative, approve Thomas A. Rist of Rist Law Office, LC and Brad Nakase of Nakase Law Firm, Inc. as counsel for Plaintiff and Class Members, and schedule a Final Approval Hearing.

Plaintiff further requests that this Court provisionally certify the Settlement Class. Provisional certification is appropriate because the proposed class is ascertainable, common questions of law and fact predominate over any individualized questions, Named Plaintiff's claims are typical of those of the Settlement Class Members, Named Plaintiff and his counsel can adequately represent the Settlement Class Members, and proceeding as a class action is a superior means of resolving this dispute.

II. SUMMARY OF THE CASE

A. Facts and Basis for Each Claim

Defendant Primavera, owned by Defendant Stavros, was a restaurant located in Coronado, San Diego County, California. Rist Decl., ¶10. It operated up until March 16, 2020 when it was permanently closed due to the economic impact of the COVID-19 pandemic. Rist Decl., ¶11. Plaintiff and the other members of the putative class worked for Defendant Primavera as non-exempt employees. Rist Decl., ¶12. The work duties of Plaintiff and other members of the putative class included cooking, dishwashing, serving, bartending, and/or other jobs within the restaurant. Rist Decl., ¶13.

Plaintiff asserted eight separate causes of action in the Complaint, filed on July 7, 2020, including: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages at the Agreed Upon Rate; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Overtime; (6) Failure to Timely Pay Final Wages; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Violation of Business and Professions Code § 17200, *et seq.* Rist Decl., ¶14. On September 9, 2020, Plaintiff amended her Complaint to add a cause of action Civil Penalties pursuant to Labor Code § 2699, *et seq.* Rist Decl., ¶15. Based on these allegations, Plaintiff alleged that she and all others similarly situated were entitled to statutory penalties, civil penalties, attorneys' fees, and costs of litigation, among other remedies.

Settlement Class Members in this case include all persons who from July 7, 2016, through March 16, 2020, were employed in California by Defendant Primavera and worked one pay period as an hourly-

1 paid, non-exempt employee. Rist Decl., ¶16.

2 **B. Standard for Preliminary Settlement Approval**

3 As a matter of public policy, settlement is a strongly favored method for resolving disputes. See
4 *Util. Reform Project v. Bonneville Power Admin.* (9th Cir. 1989) 869 F.2d 437, 443. This is especially
5 true in complex class actions such as the one before the Court. See *Officers for Justice v. Civil Serv.*
6 *Comm'n* (9th Cir. 1982) 688 F.2d 615, 625; *Wilkerson v. Martin Marietta Corp.* (D. Colo., 1997) 171
7 F.R.D. 273, 284.

8 Any class settlement must be reviewed and approved by the Court. California Rules of Court,
9 Rule 3.769; Federal Rules of Civil Procedure, Rule 23(e). This is done in two steps: (1) early
10 (preliminary) review by the court and (2) final review after notice has been distributed to the class
11 members for their comments or objections. The Manual for Complex Litigation (Fourth) succinctly
12 describes the scope of the preliminary approval inquiry, “First, the judge reviews the proposal
13 preliminarily to determine whether it is sufficient to warrant public notice and a hearing. If so, the final
14 decision on approval is made after the hearing. Manual for Complex Litigation (Fourth), § 13.14.)

15 Thus, preliminary approval by the trial court is simply a conditional finding that the settlement
16 appears to be within the range of acceptable settlements. As Professor Newberg comments, “[t]he
17 strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative
18 settlement proposal may vary. The court may find that the settlement proposal contains some merit, is
19 within the range of reasonableness required for a settlement offer, or is presumptively valid subject only
20 to any objections that may be raised at a final hearing.” 4 Alba Conte & Herbert B. Newberg, Newberg
21 on Class Actions, § 11.26 (4th Ed. 2002).

22 For preliminary approval, the Court need find only that the settlement falls within the range of
23 possible final approval, also described as the “reasonable range.” See e.g. *North County Contractor's*
24 *Assn. v. Touchstone Ins. Services.* (1994) 27 Cal. App. 4th 1085, 1089-90. Trial courts have broad
25 discretion to determine whether a class action settlement is fair. *Kullar v. Foot Locker Retail, Inc.* (2008)
26 168 Cal. App. 4th 116, 128. The trial court must exercise its discretion through the application of several
27 well-recognized factors when deciding whether a class action settlement is fair. *Clark v. American*
28 *Residential Services, LLC* (2009) 175 Cal. App. 4th 785, 799 The list of factors, which “is not exhaustive

1 and should be tailored to each case,” includes “the strength of plaintiffs' case, the risk, expense,
2 complexity and likely duration of further litigation, the risk of maintaining class action status through
3 trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings,
4 the experience and views of counsel, the presence of a governmental participant, and the reaction of the
5 class members to the proposed settlement.” *Nordstrom Com. Cases* (2010) 186 Cal. App. 4th 576, 581;
6 *Kullar, supra*, 168 Cal. App. 4th at 128, quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794,
7 1801.

8 The most important factor the trial court should consider in determining whether to approve a
9 class action settlement is the strength of the case for plaintiff on the merits, balanced against the amount
10 offered in settlement. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, (2010) 186 Cal. App. 4th
11 399, 408; *Kullar, supra*, 168 Cal. App. 4th 116 at 130. In sum, at the preliminary approval stage, the trial
12 court must determine that the settlement was not the product of fraud, overreaching or collusion, and that
13 the settlement is fair, reasonable and adequate. *Nordstrom, supra*, 186 Cal. App. 4th. at 581. In order to
14 elicit the class members' "reaction ... to the proposed settlement," they must first receive notice of the
15 proposed resolution. The preliminary approval process allows that to happen.

16 **C. The Strength of Plaintiff’s Case and Complexities of Further Litigation**

17 Plaintiff believes that the claims in this action are legally meritorious, and present a reasonable
18 probability of a favorable determination on behalf of the Class, as is amply borne out by the significant
19 amount offered in settlement. Rist Decl., ¶17. At the same time, there is undeniably significant litigation
20 risk avoided by the proposed Settlement, both at class certification proceedings, at trial, and in the
21 appellate courts. Rist Decl., ¶18.

22 Plaintiff contends that Defendants instituted a plan, pursuant to which Defendants (1) unlawfully
23 failed to pay minimum wage; (2) unlawfully failed to pay wages at the agreed upon rate; (3) unlawfully
24 failed to provide compliant meal periods; (4) unlawfully failed to provide compliant rest periods; (5)
25 unlawfully failed to pay overtime; (6) unlawfully failed to timely pay final wages; (7) unlawfully failed
26 to provide accurate itemized wage statements; (8) violated the Business and Professions Code § 17200,
27 *et seq.*; and (9) unlawfully violated the Private Attorney General Act. Liability remains highly contested
28 by Defendants, who deny they engaged in any violations of the law. Rist Decl., ¶19.

1 Plaintiff's counsel understood and appreciated the defenses and position of Defendants, but
2 believed Plaintiff would ultimately succeed in the action. Rist Decl., ¶20. One other major issue in this
3 matter was the real risk that nothing would be recovered because the business involved in this case closed
4 due to COVID-19. Bankruptcy was also a real possibility in this matter by Defendants. Rist Decl., ¶21.

5 In light of the strongly divergent views and possibility of no recovery, the Parties undertook arms-
6 length negotiations in an effort to settle the case. This took place over a period of several months
7 following the informal disclosure of evidence by Defendants. Ultimately, the Parties reached a resolution
8 that they believe to be in their respective best interests. Rist Decl., ¶22.

9 The Parties have also taken into account the uncertainty and risk of the outcome of further
10 litigation, and the difficulties and delays inherent in such litigation. Rist Decl., ¶23. Plaintiff is also aware
11 of the burdens of proof necessary to establish liability for the claims asserted in the action, the defenses
12 thereto, the difficulties in establishing damages. Rist Decl., ¶24. These are discussed in much more detail
13 below.

14 **D. Procedural History**

15 On July 7, 2020, Plaintiff filed a putative class action complaint against Defendants in San Diego
16 County Superior Court, Case No. 37-2020-00023369-CU-OE-CTL (the "Action"). Rist Decl., ¶25. On
17 July 7, 2020, Plaintiff sent a letter to the California Labor & Workforce Development Agency ("LWDA")
18 informing it that she intended to pursue penalties pursuant to the Private Attorney General Act ("PAGA")
19 for the same violations alleged in the Complaint filed in this Action. Rist Decl., ¶26. More than sixty-
20 five days passed, and the LWDA never responded to Plaintiff's correspondence. Rist Decl., ¶27. After
21 all administrative remedies were properly exhausted, a First Amended Complaint was filed on September
22 9, 2020, adding a Ninth Cause of Action for Failure to Comply with the Private Attorneys General Act.
23 Rist Decl., ¶28.

24 **E. Discovery and Investigation**

25 Plaintiff's Counsel has conducted a thorough investigation of the facts in the Action and has
26 diligently pursued an investigation of Settlement Class Members' claims against Defendants. Rist Decl.,
27 ¶29. Discovery was informally conducted in this matter and in documents and electronic data, including
28 a sampling of time and payroll records, were exchanged by the Parties prior to mediation. Rist Decl., ¶30.

1 The documents used to evaluate the case as well as analysis of each claim made and defenses in the case
2 follows.

3 **1. Failure to Pay Minimum Wages; Failure to Pay Wages at the Agreed Upon**
4 **Rate; Failure to Pay Overtime**

5 Plaintiffs believed that at times they were shorted hours on their paychecks when they were
6 adjusted manually by management. Rist Decl., ¶31. Plaintiffs alleged that this was done so that the
7 Defendants could avoid providing meal breaks, overtime and compensation at the agreed upon rate. Rist
8 Decl., ¶32.

9 Evidence produced in the case included documentation from electronic time clock machines that
10 showed anytime that an employee's time was manually manipulated. Rist Decl., ¶33. Many of the
11 adjustments appeared to have been when employees failed to clock in or clock out, as opposed to
12 adjustments to avoid overtime or meal break requirements. Rist Decl., ¶34. There were, however,
13 adjustments that supported the allegations set forth in the Complaint. Rist Decl., ¶35.

14 **2. Failure to Provide Meal and Rest Breaks**

15 Defendants do not appear to have had a compliant meal and rest period policy stated in any
16 documentation provided in this case. Rist Decl., ¶36. It does appear that management did attempt to
17 enforce a meal and rest break policy. Rist Decl., ¶37. In practice, meal and rest periods were rare due to
18 the type of work being performed. Rist Decl., ¶38. Long shifts and a busy restaurant could make it next
19 to impossible to take meal or rest breaks for putative class members. Rist Decl., ¶39. Documents and data
20 produced by Defendants show that nearly half of meal periods are recorded by the timekeeping software.
21 Rist Decl., ¶40. The majority of records just have the total hours worked for a day without any apparent
22 clock-out for a meal period at any point during the day. Rist Decl., ¶41. No pay stubs were produced that
23 show premiums paid for missed meal periods. Rist Decl., ¶42.

24 Although employees did not always record their meal periods, Defendants contend they do not
25 and did not impede or discourage employees from taking legally compliant meal periods and rest periods.
26 Rist Decl., ¶43.

27 ///

28 ///

1 **3. Failure to Pay Timely Wages on Termination**

2 Plaintiff alleged in the Complaint that the shorted hours as well as the failure to accurately account
3 and pay for meal and rest period violations lead to Labor Code violations under Sections 203 and 226.
4 Rist Decl., ¶44. To the extent that meal and rest period violations are at issue, the parties are aware that
5 the California Supreme Court is currently reviewing the Appellate Court's ruling in *Naranjo, et al. v.*
6 *Spectrum Security Services, Inc.* (2019) 44 Cal.App.4th 444, that there is no entitlement to statutory
7 penalties for alleged inaccurate wage statement and/or delayed final wages based solely upon alleged
8 meal and rest period violations. Rist Decl., ¶45. To date the Supreme Court has not ruled on this issue,
9 but the matter has been fully briefed per the Supreme Court docket. Rist Decl., ¶46. The Parties both took
10 this pending Supreme Court case into consideration in negotiating a settlement of this matter as well as
11 the documentation provided that supported hours that were changed by management. Rist Decl., ¶47.

12 **4. Failure to Provide Accurate Itemized Wage Statements**

13 Plaintiff alleged that wage statements did not accurately reflect all hours worked as well as
14 premium pay for missed meal and rest breaks. Rist Decl., ¶48. Wage statements that were reviewed did
15 not show any premium pay going to any of the putative class members when it appeared that meal or rest
16 periods were missed. Rist Decl., ¶49. Additionally, any shorted or changed hours would not be accurately
17 reflected on wage statements. Rist Decl., ¶50.

18 **5. PAGA Violations and Other Penalties**

19 Plaintiff alleged in the First Amended Complaint that she and similarly aggrieved employees were
20 entitled to civil penalties pursuant to PAGA for Defendants' failures to comply with the California Labor
21 Code. Rist Decl., ¶51. Plaintiff believes that the records produced during discovery would support this
22 cause of action as set forth above regarding each individual Labor Code violation. Rist Decl., ¶52.
23 Defendants contend that Plaintiff's claim for civil penalties would fail for the same reasons that her
24 underlying claims would fail and that Defendants' good faith belief that they were compliant with
25 California's wage and hour laws would result in a court reducing any PAGA penalties assessed against
26 it. Rist Decl., ¶53.

27 ///

28 ///

1 **F. Assessment of Settlement Value and Estimate of Recovery at Trial**

2 The settlement represents a significant recovery for all the Settlement Class Members. Rist Decl.,
3 ¶54. The average recovery per class member is significant, especially in light of the size of Defendants
4 and its financial condition. Rist Decl., ¶55. Even after estimated attorneys' fees and costs, proposed
5 Service Award, the PAGA allocation, and the estimated costs of settlement administration, an estimated
6 amount of \$27,919 will be distributed to Settlement Class Members. Rist Decl., ¶56. This amounts to an
7 average per class member recovery, after fees and costs, of \$1,863.09. Rist Decl., ¶57. The maximum
8 recovery at trial would range between \$125 and \$2,000 per Class Member, if Plaintiff prevailed at trial.
9 Rist Decl., ¶58. The recovery would likely be \$0 if Defendants proceeded in bankruptcy. Rist Decl., ¶59.
10 Therefore, Plaintiff believes the per class member settlement average more than adequately represents a
11 fair value of settlement. Rist Decl., ¶60.

12 Given that the Settlement Class Members in this case are primarily low wage workers for whom
13 receiving speedy remuneration is particularly important, the potential years of delayed recovery is a
14 significant concern, especially in light of the financial circumstances. Weighed against the risks of
15 continued litigation, and the importance of the employment rights and a speedy recovery to Settlement
16 Class Members, the totality of relief provided under the proposed settlement is more than adequate and
17 well within the range of reasonableness. As such, in Plaintiff's counsel's opinion, this settlement is a fair,
18 adequate, and reasonable resolution of the claims in this lawsuit. Rist Decl., ¶61.

19 **G. Mediation and Negotiation at Arms-length**

20 There is an initial presumption that a proposed settlement is fair and reasonable when it is the
21 result of arm's-length negotiations. See *Williams v. Vukovich* (6th Cir.1983) 720 F.2d 909, 922-923 ("The
22 court should defer to the judgment of experienced counsel who has competently evaluated the strength
23 of his proofs"); *In re Excess Value Ins. Coverage Litig.*, No. M-21-84 (RMB) 2004 U.S. Dist. LEXIS
24 14822, at *34 (S.D.N.Y. July 30, 2004) ("Where 'the Court finds that the settlement is the product of
25 arms-length negotiations conducted by experienced counsel knowledgeable in complex class litigation,
26 the Settlement will enjoy a presumption of fairness'"); *In re Inter-Op Hip Prosthesis Liab. Litig.* (N.D.
27 Ohio 2001) 204 F.R.D. 359, 380 (granting preliminary settlement approval) ("when a settlement is the
28 result of extensive negotiations by experienced counsel, the Court should presume it is fair"); see also 2

Herbert Newberg & Alba Conte, Newberg on Class Actions §11.41 at p. 90 (4th Ed. 2002); Manual For Complex Litig. (4th Ed. 2004), §21.612.

The proposed settlement here is the product of hours of arm's-length negotiations over the course of several months. Rist Decl., ¶62. In addition, the Parties reached the Settlement only after an extensive exchange of information. Specifically:

1. The Parties exchanged informal discovery during the litigation of this matter which resulted in Plaintiff's counsel obtaining a significant amount of information relating to Defendants' compensation policies and procedures, including a sampling of time and payroll records, and other corporate policies and procedures relevant to the issues underlying this case;

2. Information was exchanged prior to any negotiation occurring in this matter. The parties were not forced to utilize formal discovery requests because of the cooperation of the Defendants in producing time and payroll records; and

3. Plaintiff's counsel calculated potential damages and shared the analysis with defense counsel. Rist Decl., ¶63.

Counsel for the Parties have investigated the applicable law, as applied to the facts discovered, regarding the alleged claims of Plaintiff and potential defenses thereto, and the damages claimed by Plaintiff. Rist Decl., ¶64. Armed with this extensive body of knowledge and analysis, the Parties ultimately were able to agree to settlement in this case. ¶65. At mediation the Parties were ultimately able to agree to the terms reflected in the Agreement. At all times, the negotiations leading to the Settlement have been adversarial, non-collusive, and at arms-length. Rist Decl., ¶66.

H. Impact of Settlement on Pending Litigation

There is no other pending litigation that could be impacted by this settlement. Rist Decl., ¶67.

III. SETTLEMENT TERMS AND EVALUATION

Recognizing the critical opportunity to resolve the matter for the benefit of both the putative class and Defendants, the settlement negotiations which ensued were non-collusive, adversarial, and at arms-length, as required for appropriate class action settlements. Rist Decl., ¶68. Plaintiff, the Settlement Class, and their counsel, on the one hand, and Defendants and its counsel, on the other hand, agree that the settlement is fair and equitable to both sides. Rist Decl., ¶69.

As noted above, the terms of the settlement are set forth in the Agreement, which is filed herewith and incorporated herein by reference, and include the following principal terms:

A. Terms of Settlement

The total settlement amount agreed to by the Parties is \$70,000. Rist Decl. ¶70; Agreement, Rist Decl. Exhibit A, ¶2.16.

1. Proposed Settlement Class

The Parties request that the Court conditionally certify the following Settlement Class:

All former California hourly nonexempt employees of First Mainsail, Inc. dba Primavera Ristorante who worked at least one (1) pay period from July 7, 2016 to March 16, 2020.

Rist Decl., ¶71; Agreement, Rist Decl., Exhibit A, ¶2.5.

2. Payments to Settlement Class Members

Settlement Class Members who do not opt out of the settlement will be referred to as Settlement Class Members. Rist Decl., ¶72. Agreement, Rist Decl., Exhibit A, ¶2.43. The sum available for use for payments to Settlement Class Members after settlement administration costs, awards of attorneys' fees and costs/expenses, payment to the LWDA for resolution of Plaintiff's claim for penalties under PAGA, and service awards to Named Plaintiff is designated in the Agreement as the Net Settlement Fund. Rist Decl., ¶73; Agreement, Rist Decl. Exhibit A, ¶2.20. The entire Net Settlement Fund will be distributed. Rist Decl., ¶74; Agreement, Rist Decl. Exhibit A, ¶3.1.

a. Settlement Awards to Settlement Class Members

Each Participating Class Member will receive an Individual Settlement Amount allocated as follows:

The Settlement Administrator shall calculate the total number of Workweeks worked by all Class Members. The Settlement Administrator will then divide the Net Settlement Fund less the PAGA Settlement Amount by the total number of Workweeks, calculated based on Class Members' dates of employment, resulting in a Per Workweek Value.

Rist Decl., ¶75; Rist Decl. Exhibit A, ¶4.5.

The Parties believe that this allocation method represents the most accurate and reasonably achievable method for distribution of the Net Settlement Fund. Rist Decl., ¶76.

1 **b. Settlement Award to PAGA Group Members**

2 Each PAGA Group Member will receive a PAGA Payment as follows:

3 The Settlement Administrator will divide the PAGA Settlement Amount between all
4 PAGA Group Members in proportion to the number of pay periods worked by each PAGA
5 Group Member. The PAGA Settlement Amount is equal to One Thousand, Two Hundred
6 and Fifty Dollars and Zero Cents (\$1,250.00), or twenty-five (25%) of the \$5,000.00
7 Private Attorneys General Act civil penalties.

8 Rist Decl., ¶77; Rist Decl. Exhibit A, ¶4.5.

9 **c. Enhancement Awards and Release Payments**

10 Subject to Court approval, the Named Plaintiff shall be paid an incentive award not to exceed
11 Five Thousand Dollars (\$5,000) for her time and effort in bringing and presenting the action, and in
12 exchange for a general release of all claims, known or unknown, pursuant to Civil Code §1542. Rist
13 Decl., ¶78; Agreement, Rist Decl., Exhibit A, ¶3.4. Any enhancement awards shall be paid from the
14 Settlement Sum and in the event Plaintiff is awarded less than requested, any remaining amount shall be
15 redistributed pro-rata to the Participating Class Members. Rist Decl., ¶79; Agreement, Rist Decl., Exhibit
16 A, ¶3.4.

17 **d. Attorneys' Fees and Costs**

18 Subject to Court approval, Plaintiff's Counsel shall receive an award of attorneys' fees in the
19 amount of Twenty-Three Thousand Three Hundred and Thirty-One Dollars (\$23,331.00). Rist Decl.,
20 ¶80; Agreement, Rist Decl., Exhibit A, ¶3.2. Attorneys' fees include all of the time remaining to be
21 performed in documenting the Settlement, securing Court approval of the Settlement, making sure that
22 the Settlement is fairly administered, and obtaining dismissal of the action. Rist Decl., ¶81. Plaintiff's
23 Counsel shall additionally be paid costs of approximately Five Thousand Dollars (\$5,000). Rist Decl.,
24 ¶82; Agreement, Rist Decl., Exhibit A, ¶3.2. An exact accounting of the costs will be provided prior to
25 Final Approval. Rist Decl., ¶83. Any attorney fees and costs awarded shall be paid from the Settlement
26 Sum and in the event counsel is awarded less than requested, any remaining amount shall be redistributed
27 pro-rata to the Participating Class Members. Rist Decl., ¶84; Agreement, Rist Decl., Exhibit A, ¶3.2.

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1 **e. LWDA Payment**

2 Subject to Court Approval, Three Thousand, Seven Hundred and Fifty Dollars and Zero Cents
3 (\$3,750.00) shall be allocated from the Settlement Sum to the LWDA, representing seventy-five percent
4 (75%) of the \$5,000.00 Private Attorneys General Act civil penalties. Rist Decl., ¶85; Agreement, Rist
5 Decl., Exhibit A, ¶3.3.

6 **f. Settlement Administration Costs**

7 The Parties have agreed to the appointment of ILYM Group as the Settlement Administrator. Rist
8 Decl., ¶86; Agreement, Rist Decl., Exhibit A, ¶2.41. ILYM Group has provided an estimate that its
9 expenses will not exceed Four Thousand Dollars (\$5,000) to administer the Settlement, which falls within
10 the range of estimates counsel has been quoted and billed in the past with settlements of similar size and
11 circumstances. Rist Decl., ¶87. The Parties have agreed that this sum will be paid out of the total
12 Settlement Sum and in the event the Settlement Administrator is awarded less than requested, any
13 remaining amount shall be redistributed pro-rata to the Participating Class Members. Rist Decl., ¶88;
14 Agreement, Rist Decl., Exhibit A, ¶3.5.

15 **B. Injunctive Relief**

16 Injunctive relief is not being sought as a term of the settlement. Rist Decl., ¶89.

17 **C. Reversion**

18 Under no circumstances will any settlement funds revert back to Defendants. Rist Decl., ¶90.

19 **D. Release by Class Members**

20 In exchange for the payments set forth above, Participating Class Members (those who do not
21 timely opt-out) shall provide a narrowly tailored release of claims as set forth in the Settlement
22 Agreement. Rist Decl., ¶91; Agreement, Rist Decl., Exhibit A, ¶¶5.3 - 5.4.

23 **E. Payment of Wages/Taxes**

24 It shall be the responsibility of the Settlement Administrator to report all payments made to
25 Participating Class Members in excess of Six Hundred Dollars and Zero Cents (\$600.00) on IRS Form
26 1099, as applicable, and to provide copies thereof to the individuals named thereon, respectively, and to
27 all applicable governmental entities, as required by law. Rist Decl., ¶92; Agreement, Rist Decl., Exhibit
28 A, ¶4.6.2.

1 **F. Operative Complaint**

2 The Settlement does not include terms that are outside of the scope of the operative complaint.
3 Rist Decl., ¶93.

4 **G. Affirmative Obligations**

5 There are no affirmative obligations that are to be undertaken by the Named Plaintiff or class
6 counsel related to the settlement. Rist Decl., ¶94.

7 **H. Qualifications of Settlement Administrator**

8 ILYM Group is an experienced class administration company and has acted as claims
9 administrator in hundreds of cases throughout California and the country. Rist Decl., ¶95.

10 **IV. CLASS CERTIFICATION IS APPROPRIATE**

11 As part of their negotiations, the Parties have stipulated to class certification for the purposes of
12 settlement. Rist Decl., ¶96. Should this Court fail to approve the Parties' settlement, Defendants has
13 reserved the right to challenge class certification. Rist Decl., ¶97. The standard for class certification in
14 the settlement context is a significantly lower threshold than in a contested proceeding or a trial context.
15 *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807. The reason for this is that no trial is
16 anticipated in the settlement context, so any case management issues inherent in determining if the class
17 should be certified need not be confronted. *See Amchem Prods., Inc. v. Windsor* (1987) 521 U.S. 591,
18 620. The very liberal standard expressed in *Dunk* is plainly satisfied here. The requirements for class
19 certification in the settlement context - ascertainability, numerosity, predominance of common questions
20 of law and fact, typicality, and adequacy - are all met. It certainly cannot be said that the class members
21 would do "much better by litigating on their own". *Dunk*, supra, 48 Cal.App.4th at p. 1807, fn. 19. The
22 Settlement Class should be conditionally certified as requested.

23 **A. The Requirements for Class Certification Are Satisfied**

24 **1. Class Definition**

25 The Parties request that the Court conditionally certify a single class comprised of the following
26 persons (collectively, the "Class" or "Class Members"): All persons who, during the Class Period, have
27 previously been employed in California by Defendants, as an hourly-paid, non-exempt employee.

28 ///

1 **2. Numerosity and Ascertainability**

2 The proposed Settlement Class is ascertainable and sufficiently numerous. Rist Decl., ¶98. A
3 “class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common
4 characteristics sufficient to allow a member of that group to identify himself or herself as having a right
5 to recover based on the description.” *Bartold v. Glendale Fed. Bank* (2000) 81 Cal.App.4th 816, 828.
6 The class definition, the size of the class and the means for identifying the members of the class determine
7 whether the class is ascertainable. *See Reyes v. Bd. of Supervisors* (1987) 196 Cal.App.3d 1263, 1274.
8 In this case, the members of the proposed Settlement Class are identifiable from Defendants’s own
9 records. Rist Decl., ¶99. The Settlement Class Members are also sufficiently numerous to justify class
10 certification. Rist Decl., ¶100. Defendants preliminarily identified 27 Settlement Class Members. Rist
11 Decl., ¶101.

12 **3. Superiority**

13 Plaintiff believes that this class action is superior to other available methods for the fair and
14 efficient adjudication of this litigation since individual litigation of the claims of all class members is
15 impracticable. Rist Decl., ¶102. It would be unduly burdensome to the courts if these matters were to
16 proceed on an individual basis, because this would potentially result in repetitive lawsuits. Individual
17 litigation presents the potential for inconsistent or contradictory judgments, and the prospect of a “race
18 to the courthouse,” and an inequitable allocation of recovery among those with equally meritorious
19 claims. By contrast, the class action device presents far fewer management difficulties and provides the
20 benefit of a single adjudication, economics of scale, and comprehensive supervision by a single court.
21 The various claims asserted in this action are additionally or alternatively certifiable under the provisions
22 of the California Code of Civil Procedure § 382 because:

23 a. The prosecution of separate actions by individual class members would create a
24 risk or varying adjudications with respect to individual class members, thus establishing incompatible
25 standards of conduct for Defendants, and

26 b. The prosecution of separate actions by individual class members would also create
27 the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the
28

1 interest of the other class members who are not a party to such adjudications and would substantially
2 impair or impede the ability of such non-party class members to protect their interests.

3 **4. Predominance of Common Questions of Law and Fact**

4 The interrelated commonality and predominance requirements are satisfied if common issues
5 predominate. At its heart, this is a procedural inquiry asking “whether... the issues which may be jointly
6 tried, when compared with those requiring separate adjudication, are so numerous or substantial that the
7 maintenance of a class action would be advantageous to the judicial process and to the litigants.” *Sav-On*
8 *Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326 (citing *Collins v. Rocha* (1972) 7 Cal.3d
9 232, 238). Further, in the lower threshold of the settlement context, “commonality of issues only makes
10 a difference if the non-representative class members would do much better by litigating on their own.”
11 *Dunk*, supra, 48 Cal.App.4th at p. 1807, fn. 19.

12 The Settlement Class Members' claims here all stem from a common set of circumstances and
13 occurrences involving whether Defendants failed to provide and/or failed to pay premium pay for all
14 missed meal and rest periods under Labor Code §§ 226.7; 512; and 516 as well as IWC Wage Order No.
15 4-2001 §§11-12; whether Defendants failed to pay all compensation owed at the time of termination
16 under Labor Code §§ 201-203; whether Defendants failed to provide wage statements that complied with
17 California Labor Code § 226; and whether Defendants' alleged conduct constituted unlawful, unfair
18 and/or fraudulent business practices under the UCL. Rist Decl., ¶103.

19 The absence of any known competing claims by the Settlement Class Members (on an individual
20 or class basis) and the complex common questions implicated by the facts and law in this case, strongly
21 suggest that Settlement Class Members could not do substantially better than this Settlement by litigating
22 individually. Rist Decl., 104. *See Dunk*, supra, 48 Cal.App.4th at p. 1807, fn. 19. Moreover, the relatively
23 small amount of potential liability against the Defendants for each individual class member makes a class
24 settlement preferable to individual treatment. Commonality and predominance requirements for
25 certification, particularly in the less intensive context of a Settlement Class, are therefore satisfied.

26 **5. Typicality**

27 Typicality means merely that the class representative is similarly situated to the members of the
28 class, not that his claims are identical. *See Classen v. Weller* (1983) 145 Cal.App.3d 27, 45-46. It suffices

1 if the class representative's claims arise from the same event or course of conduct that gives rise to the
2 class claims, and are premised upon the same legal theories. (*Id.*)

3 In this case, Plaintiff's claims are typical of the members of the Class. Rist Decl., ¶105. Plaintiff,
4 like other members of the Settlement Class working for Defendants in California, was subjected to
5 Defendants' policies and/or practices. Rist Decl., ¶106. Plaintiff's job duties were, and are, typical of
6 those of other Settlement Class Members. Rist Decl., ¶107. Apart from seeking a moderate incentive,
7 common in class litigation, Plaintiff seeks to gain nothing personally from this litigation or settlement
8 which is not made available to the Settlement Class Members. Rist Decl., ¶108. Plaintiff has at all times
9 been willing and able to aggressively and competently assert the interests of the Settlement Class
10 Members, and, but for this Settlement, would continue to do so. Rist Decl., ¶109.

11 **6. Adequacy**

12 "Adequacy of representation depends on whether Plaintiff's attorney is qualified to conduct the
13 proposed litigation and Plaintiff's interests are not antagonistic to the interests of the class." *McGee v.*
14 *Bank of Am.* (1976) 60 Cal.App.3d 442, 487. Plaintiffs' counsel are experienced class action litigators,
15 with particular experience in litigating similar wage and hour class cases. Rist Decl., ¶110. The proposed
16 class representative, Tanea Maldonado, has at all times been willing and able to aggressively and
17 competently assert the interests of the Settlement Class members. Rist Decl., ¶111. Adequacy of
18 representation exists here.

19 **V. Submission of Claims**

20 **A. The Claims Process is not Unduly Burdensome**

21 The claims administration process is not unduly burdensome. Settlement Class Members will not
22 be required to submit claim forms in order to receive their share of the settlement proceeds. Agreement,
23 Rist Decl., ¶112; Rist Decl., Exhibit A, ¶3.1. Each Settlement Class Member will be provided with a
24 court approved notice describing the settlement in detail, which will include each class member's
25 anticipated share of the settlement, based upon the assumption that the administrative costs, attorneys'
26 fees and costs, and incentive awards are approved by the Court as requested. Rist Decl., ¶113; Rist Decl.,
27 Exhibit A, ¶4.1(d). Following receipt of the Notice of Settlement, the Settlement Class Members will
28 have the option to elect not to participate in the settlement within 60 days from the date of the mailing of

the notice. Rist Decl., ¶114; Rist Decl., Exhibit A, ¶2.37. If they do not affirmatively make that election, then each remaining Settlement Class Member will receive a settlement check after the “effective date” of the settlement is reached, following the final approval of the settlement. Rist Decl., ¶115; Rist Decl., Exhibit A, ¶4.3.4.

B. Claims Process

Within 14 days of the entry of the Preliminary Approval Order, Defendants will provide the Settlement Administrator with a Class List. Rist Decl., ¶116; Rist Decl., Exhibit A, ¶4.2. The Class List shall be based on Defendants’ compensation records and other available business records in a format acceptable to the Settlement Administrator. Rist Decl., ¶117; Rist Decl., Exhibit A, ¶4.2. The Class List provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendants’ express written consent, or by order of the Court. Rist Decl., ¶118; Rist Decl., Exhibit A, ¶4.2. If any Settlement Class Member objects to the Settlement or contests the information in his or her Notice Packet, Plaintiff’s counsel and Defendants’ Counsel shall be provided the name and contact information for those individuals. Rist Decl., ¶119; Rist Decl., Exhibit A, ¶4.4.

The Settlement Administrator will administer the settlement by distributing the Class Notice, performing skip traces, receiving completed Request for Exclusion Forms, and handling inquiries about the calculation of the Individual Settlement Amounts. Rist Decl., ¶120; Rist Decl., Exhibit A, ¶4.2. The Settlement Administrator will inform Class Counsel and Defense Counsel of the number of returned Class Notices it receives and Class Notices re-mailed in a weekly status report. Rist Decl., ¶121; Rist Decl., Exhibit A, ¶4.2.

Defendants, through the Settlement Administrator, shall pay no later than fifteen (15) calendar days after the receipt of the funds by the Settlement Administrator from Defendants: (1) the amount of attorneys’ fees and litigation costs approved by the Court to Class Counsel; (2) the Class Representative’s service award approved by the Court; (3) the fees and costs to the Settlement Administrator; and (4) the PAGA Penalties to the LWDA approved by the Court. Rist Decl., ¶122; Rist Decl., Exhibit A, ¶4.9.

1 The Parties have agreed on the Notice Packet to be mailed to the Class, which consists of the
2 Notice of Proposed Class Action Settlement and Final Approval Hearing ("Class Notice") attached as
3 Exhibit A to the Agreement. Rist Decl., ¶123; Rist Decl., Exhibit A, Settlement Agreement Exhibit A.

4 **1. Objections to the Settlement**

5 Settlement Class Members who wish to object to the Settlement must submit a written, signed
6 statement to the Settlement Administrator objecting to the Settlement. Rist Decl., ¶124; Rist Decl.,
7 Exhibit A, ¶4.4. The objection must be postmarked no later than 60 days from the initial mailing of the
8 Notice Packet (the "Objection Deadline"). Rist Decl., ¶125; Rist Decl., Exhibit A, ¶2.37. In the event
9 the Settlement Administrator must re-mail a Notice Packet, the Class Member shall have an additional
10 14 days from the date of re-mailing to object to the Settlement; provided, however, that all Objections
11 must be postmarked no later than 60 days from the date of initial mailing of the Notice Packet no matter
12 when the re-mailing occurred. Rist Decl., ¶126; Rist Decl., Exhibit A, ¶2.37. All written objections
13 along with any supporting briefs or other materials submitted by Settlement Class Members will be
14 bundled together and filed as a group by counsel for Plaintiff and will be provided to the Court at the
15 time of briefing for the Final Fairness Hearing. Rist Decl., ¶127. At the same time that Named Plaintiff
16 moves for Final Approval of the settlement in this matter, the Parties shall be entitled to file and serve a
17 response to any Settlement Class Member's objection to the Settlement and/or reply in support of their
18 Motion for Final Approval. Rist Decl., ¶128; Rist Decl., Exhibit A, ¶4.4.2.

19 **2. Opting-Out of the Settlement**

20 Settlement Class Members who wish to exclude themselves or opt out of the Settlement must
21 submit a written Request for Exclusion to the Settlement Administrator no later than 60 days from the
22 initial mailing of the Notice Packet containing the (i) the name of this Action; (ii) the full name, address,
23 telephone number and last four digits of the Social Security Number of the person requesting to be
24 excluded; (iii) the words "Request for Exclusion" at the top of the document; and (iv) a statement similar
25 to the one set forth in the notice packet. Rist Decl., ¶129; Rist Decl., Exhibit A, ¶4.3.1.

26 The Request for Exclusion must be personally signed by the Settlement Class Member who seeks
27 to be excluded and must be postmarked no later than 60 days from the initial mailing of the Notice Packet.
28 Rist Decl., ¶130; Rist Decl., Exhibit A, ¶4.3. In the event the Settlement Administrator must re-mail a

1 Notice Packet, the Settlement Class Member shall have an additional 14 days from the date of re-mailing
2 to request exclusion from the Settlement; provided, however, that all Requests for Exclusion must be
3 postmarked no later than 60 days from the date of initial mailing of the Notice Packet no matter when the
4 re-mailing occurred. Rist Decl., ¶131; Rist Decl., Exhibit A, ¶4.2.

5 If a proper Request for Exclusion is not timely submitted to the Settlement Administrator in
6 accordance with the above, then that Settlement Class Member will be deemed to have forever waived
7 his or her right to opt out or exclude himself or herself from the Settlement Class. Rist Decl., ¶132; Rist
8 Decl., Exhibit A, ¶4.3.4.

9 **3. Time Limit to Object or Opt-out**

10 Counsel believes that the time limit to object is reasonable in this case. Rist Decl., ¶133. Sixty
11 days provides all Settlement Class Members with ample time to evaluate their options, ask questions of
12 counsel, and to decide whether to object or opt-out. Rist Decl., ¶134. The 60-day time period also
13 provides additional time to the Settlement Administrator to deal with any returned mail or incorrect
14 addresses. Rist Decl., ¶135.

15 **VI. CY PRES DISTRIBUTION**

16 The Parties do not believe that Cy Pres is necessary in this case because it is an employment
17 matter and the settlement class members can be easily identified based upon payroll records. Rist Decl.,
18 ¶136. As such, the Parties propose that all uncashed checks will be remitted to the State of California's
19 Unclaimed Property Fund where Participating Class Members can later claim their money if the check
20 remains uncashed. Rist Decl., ¶137.

21 **VII. NOTICE TO SETTLEMENT CLASS MEMBERS**

22 The Parties believe that the proposed notice complies with CRC 3.766(d) because the notice: 1)
23 provides a brief explanation of the case; 2) includes a statement that the court will exclude a member
24 from the class if the member requests this by a certain date; 3) sets forth a procedure is set forth for a
25 member to follow to request exclusion from the class; 4) states that the judgment will bind all members
26 who do not request exclusion; and 5) states that any member who does not request exclusion may enter
27 an appearance through counsel. Rist Decl., ¶138.

1 Mailing notices complies with California Rule of Court 3.766(e) because mailing is the most
2 accurate, cost-effective way to effectively provide notice to the Settlement Class Members. Rist Decl.,
3 ¶139. There is little chance that mailing notice to Settlement Class Members would prejudice any parties
4 because the addresses used were addresses provided by the Settlement Class Members while employed
5 by Defendants. Rist Decl., ¶140. Also, the Settlement Administrator will perform skip traces on any
6 addresses that are now inaccurate. Rist Decl., ¶141. All Settlement Class Members are being notified of
7 the Settlement. Rist Decl., ¶142.

8 **A. Estimate of Recovery**

9 Every Settlement Class Members should be able to estimate the amount he or she will receive.
10 An estimated amount that each Settlement Class Members should receive will be calculated and included
11 on the individual notices that are mailed to each Settlement Class Members. Rist Decl., ¶143.

12 **B. Language of Notices**

13 Based upon Defendants' records, English-only notices are sufficient. Rist Decl., ¶144.

14 **C. Content of the Notice**

15 Counsel believes that the notices are easily understood; provide a class definition; nature of the
16 action and material claims, issues or defenses; the right to enter an appearance through private counsel;
17 the right to request exclusion from the action; binding effect of a judgment; class definitions; identity of
18 parties, class representatives and counsel; relief sought; state that the court has not ruled on the merits;
19 sets forth deadlines and methods for opt outs, objections, or filing any other documents; describes the
20 terms of the Settlement; highlights the special benefits for the Named Plaintiff; sets forth proposed
21 attorney's fees and costs; identifies the time and place of the final fairness hearing; provides a method to
22 estimate what each Settlement Class Member may receive if the settlement is approved; provides the
23 address and phone number for class counsel; and describes what happens to any funds not paid to
24 Settlement Class Members. Rist Decl., ¶145.

25 **VIII. COSTS AND FEES**

26 **A. Proposed Fees**

27 The Parties have agreed to an award of attorneys' fees in an amount not to exceed Twenty-Three
28 Thousand Three Hundred Thirty-One (\$23,331.00). Rist Decl., ¶146. This fee includes all of the work

1 remaining to be performed in documenting the Settlement, securing Court approval of the Settlement,
2 making sure that the Settlement is fairly administered, and obtaining dismissal of the action. Rist Decl.,
3 ¶147. Any attorney fees and costs awarded shall be paid from the Settlement Sum and in the event counsel
4 is awarded less than requested, any remaining amount shall be redistributed pro-rata to Participating Class
5 Members. Rist Decl., ¶148.

6 **B. Fee Splitting**

7 All fees awarded by the Court in this matter will be split between Rist Law Office, LC and Nakase
8 Law Firm, Inc. 50/50. Rist Decl., ¶149. There are no other agreements for fee splitting in this matter. Rist
9 Decl., ¶150.

10 **C. Estimate of Costs**

11 Final costs are estimated to be \$5,000 in this case. These costs include filing fees, mediation fees,
12 and other costs associated with the case. Rist Decl., ¶143.

13 **IX. The Parties Submit that the Settlement Has No Obvious Deficiencies**

14 This proposed Settlement has no obvious deficiencies. The Settlement provides no preferential
15 treatment for Plaintiff or other Settlement Class Members. Plaintiff will receive distributions from the
16 Settlement proceeds calculated in the same manner as the distributions to all other Participating Class
17 Members, plus any incentive award approved by the Court. The proposed Settlement does not place the
18 Named Plaintiff's interests ahead of the class as a whole. Apart from a reasonable incentive payment for
19 her efforts on behalf of the class, typical in class action litigation (and subject to Court approval after
20 notice to the Settlement Class), the Named Plaintiff's personal recovery in this action and Settlement will
21 be the same as those with whom she shares a common set of facts amongst the Settlement Class. The
22 Named Plaintiff has not in any way tried to leverage a class action for some personal agenda or gain.

23 The proposed Settlement also does not place the attorneys' interests ahead of Settlement Class
24 Members' interests. The Settlement provides only for a maximum permissible amount of the request for
25 and any award of attorneys' fees. Any award of fees and expenses remains to be determined by the Court
26 at the time of the fairness hearing, and must necessarily be found to be fair and reasonable to the
27 Settlement Class based on applicable law. Again, each Settlement Class Member has the right to object
28 and be heard regarding the amount of fees and expenses requested. Any amounts not awarded by the

1 Court as fees and expenses will remain in the Net Settlement Fund to be distributed to the Participating
2 Class Members. Counsel will file a separate motion for approval of the fee award sought herein, at the
3 time of and in conjunction with the filing of the motion for final approval, should preliminary approval
4 be granted and a final approval hearing scheduled by the court.

5 **X. CONCLUSION**

6 Based on the foregoing, the Parties request the Court issue an order: 1) provisionally certifying
7 the Settlement Class; 2) granting preliminary approval of the Settlement; 3) granting preliminary
8 approval of the application for an award of attorneys' fees and service awards; 4) granting approval of
9 the method and form of the Notice Packet and establishing deadlines to distribute the Notice Packet; 5)
10 setting a deadline for Plaintiff to file a Motion for Final Approval and setting a date for the Final Fairness
11 Hearing; 6) granting approval of ILYM Group as the Settlement Administrator; 7) staying all proceedings
12 in the Action pending Final Approval; and 8) other relief as is deemed just and proper.

13
14 DATED: November 8, 2021

**RIST LAW OFFICE
NAKASE LAW FIRM**



16
17 By: _____

18 Thomas A. Rist
19 Brad Nakase
20 Attorneys for Plaintiff