

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
PHILLIP SONG (SBN 326572)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

JUAN GOMEZ, individually, on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

IHI POWER SERVICES CORP., a Delaware
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 20CV-02657

Honorable Brian McCabe
Courtroom 8

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Proposed Class Counsel
(Douglas Han) and [Proposed] Order filed
concurrently herewith]

Hearing Date: December 6, 2021
Hearing Time: 8:15 a.m.
Hearing Place: Courtroom 8

Complaint Filed: September 11, 2020
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on December 6, 2021, at 8:15 a.m., or as soon as the matter
2 may be heard, before the Honorable Brian McCabe in Courtroom 8 of the Merced County Superior
3 Court, located at 627 W. 21st Street, Merced, California 95340, Plaintiff Juan Gomez (“Plaintiff”
4 or “Plaintiff Gomez”) will and hereby moves for an order:

- 5 • Granting Preliminary Approval of the proposed class action settlement described
6 herein and as set forth in the Parties’ Joint Stipulation and Settlement Agreement
7 (“Agreement,” “Settlement Agreement,” “Joint Stipulation” or “Settlement”),
8 attached as **“EXHIBIT 2”** to the Declaration of Douglas Han, including, and not
9 limited to, the means of allocation and distribution of funds, the allocations for
10 penalties under the California Labor Code Private Attorneys General Act of 2004
11 (“PAGA”), the Attorney Fee Award, the Cost Award, the Class Representative
12 Enhancement Payment and the Administration Costs;
- 13 • Conditionally certifying the proposed Class for settlement purposes only;
- 14 • Appointing Plaintiff as the Class Representative;
- 15 • Appointing Justice Law Corporation as Class Counsel;
- 16 • Approving the proposed Notice of Class and Representative Action Settlement
17 (“Class Notice”) attached as **“Exhibit A”** to the Settlement Agreement;
- 18 • Approving the Election Not To Participate In (Opt Out From) Class Action
19 Settlement Form (“Exclusion Form”) attached as **“Exhibit B”** to the Settlement
20 Agreement;
- 21 • Directing the mailing of the proposed Class Notice and Exclusion Form
22 (collectively, known as the “Notice Packets”) with a postage-paid return envelope
23 to the proposed Class;
- 24 • Approving the proposed deadlines for the notice and Settlement Administration
25 process;
- 26 • Approving Simpluris, Inc. (“Simpluris”) as the Settlement Administrator; and

27 ///

28 ///

- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the Administration Costs and approval of the allocation for PAGA penalties.

This motion is based upon the following memorandum of points and authorities; the Declaration of Proposed Class Counsel (Douglas Han); the [Proposed] Order filed concurrently with this motion; the pleadings and other records on file with the Court in this matter; and such documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: November 5, 2021

JUSTICE LAW CORPORATION

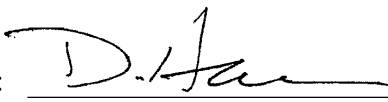
By: 
Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiff

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I. INTRODUCTION

This motion seeks preliminary approval of a non-reversionary \$350,000 proposed wage-and-hour class action settlement by Plaintiff on his own behalf and on behalf of all persons who worked for Defendant IHI Power Services Corp. (“Defendant”) in California as an hourly-paid or non-exempt employee during the Class Period (“Class”). The Class Period is the time period from April 6, 2016, through September 23, 2021 (“Class Period”). At the time of this filing, the number of Class Members provided by Defendants that has been extrapolated through the Class Period is estimated to be one hundred ninety (190).

It is requested this Court grant Preliminary Approval, as, when analyzing the strengths and vulnerabilities of the class claims along-side Defendant’s potential liability exposure, this proposed settlement of \$350,000 – with an average Individual Settlement Share estimated at \$871.05¹ – is well within the “ballpark” of reasonableness.

As the following sections show, Class Counsel is convinced that the proposed Settlement is in the best interests of the Class based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks of trial and perils of litigation that affect the value of the claims were all carefully weighed. In addition, the defenses asserted by Defendant, particularly, the uncertainty of class certification, the difficulties of complex litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered by Class Counsel in arriving at the proposed Settlement.

II. BACKGROUND

Defendant is in the business of providing operations, maintenance, management, and power plant support services to the United States power generation industry. (Declaration of Douglas Han (“Han Dec.”), at ¶ 9.) Specifically, being a wholly owned subsidiary of IHI Corporation, Defendant was formed to provide a wide range of operations and maintenance (O&M) services to owners of power generation facilities. (*Ibid.*) Thus, Defendant is an independent service provider that delivers a broad range of O&M services to enable plants to run safely, reliably, and cost-effectively. (*Ibid.*) This case involves all persons who worked for

¹ \$165,500 (Net Settlement Amount) / 190 (Class Members) = \$871.05.

1 Defendant in California as an hourly-paid or non-exempt employee during the Class Period.
2 (Declaration of Douglas Han (“Han Dec.”), at ¶ 9.) The Class Period is the time period from April
3 6, 2016, through September 23, 2021. (*Ibid.*) Plaintiff always alleges that during the Class Period,
4 Defendant’s non-exempt employees work and/or worked on an hourly basis. (*Ibid.*)

5 On August 31, 2020, Plaintiff, a former employee of Defendant (*i.e.*, February 2017 to July
6 2018), provided written notice to the Labor and Workforce Development Agency (“LWDA”) and
7 Defendant of the specific provisions of the Labor Code he contends were violated and the theories
8 supporting his contentions. (Han Dec., *supra*, at ¶ 10.)

9 On September 11, 2020, Plaintiff filed a wage-and-hour class action lawsuit in the Superior
10 Court of California, County of Merced, on behalf of all current and former California-based (*i.e.*,
11 currently “residing” in California with the intent to remain in California indefinitely) hourly-
12 paid or non-exempt employees of Defendant within the State of California at any time during
13 the relevant time period. (Han Dec., *supra*, at ¶ 11.) Plaintiff’s complaint alleged nine (9) causes
14 of action for numerous violations of the California Labor Code, California Business &
15 Professions Code, and the Private Attorneys General Act of 2004 (“PAGA”). Specifically,
16 Plaintiff’s complaint alleged the following causes of action: (1) violation of Labor Code sections
17 510 and 1198 (unpaid overtime); (2) violation of Labor Code sections 226.7 and 512(a) (unpaid
18 meal period premiums); (3) violation of Labor Code section 226.7 (unpaid rest period
19 premiums); (4) violation of Labor Code sections 1194 and 1197 (unpaid minimum wages); (5)
20 violation of Labor Code sections 201 and 202 (final wages not timely paid); (6) violation of
21 Labor Code section 226(a) (noncompliant wage statements); (7) violation of Labor Code sections
22 2800 and 2802 (unreimbursed business expenses); (8) violation of California Labor Code
23 sections 2698, *et seq.* (Private Attorneys General Act of 2004); and (9) violation of California
24 Business & Professions Code sections 17200, *et seq.* (the “Class Action”). (*Ibid.*)

25 The Parties attended mediation on Plaintiff’s claims on July 9, 2021. (Han Dec., *supra*, at
26 ¶ 12.) Under the auspices of the mediator Jeffrey Krivis, the Parties were eventually able to reach
27 an agreement on the settlement of the action. (*Ibid.*)

28 ///

Defendant generally and specifically denies all liability or wrongdoing of any sort regarding any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Class Action is not appropriate for class or representative treatment. (Han Dec., *supra*, at ¶ 13.) Defendant also asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Class Action. (*Ibid.*)

III. INVESTIGATION/ LITIGATION HISTORY

a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions

After Plaintiff filed his wage-and-hour class action complaint, both Parties engaged in discovery. (Han Dec., *supra*, at ¶ 14.) Plaintiff propounded one (1) set of form interrogatories, one (1) set of special interrogatories, one (1) set of requests for admissions, and one (1) set of requests for production of documents. (*Ibid.*) Afterwards, the Parties met and conferred regarding this discovery. (*Ibid.*)

Prior to the mediation with Jeffrey Krivis on July 9, 2021, and both before and after the Class Action was filed, the Parties conducted significant investigation and discovery of the facts and law. (Han Dec., *supra*, at ¶ 15.) Specifically, Defendant produced hundreds of documents relating to its policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, meal and rest period policies, and payroll and operational policies. (*Ibid.*) As part of Defendant's production, Plaintiff also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of workweeks in the Class Period. (*Ibid.*) Furthermore, Plaintiff interviewed several Class Members who worked for Defendant throughout the Class Period. (*Ibid.*)

The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. (Han Dec., *supra*, at ¶ 16.)

///

1 Based upon Defendant's document production and interviews Class Counsel had with non-
2 exempt employees, Plaintiff contends – and Defendant denies – that Defendant failed to provide
3 employees with legally mandated meal and rest breaks. (Han Dec., *supra*, at ¶ 17.) Despite
4 Defendant's improper policies and practices, Plaintiff alleges that Defendant did not pay any
5 premium wages for noncompliant rest breaks throughout the Class Period. (*Ibid.*) Further, Plaintiff
6 alleges that Defendant failed to pay any premium wages for noncompliant meal breaks until 2019,
7 and after 2019 paid premium wages in only limited circumstances. (*Ibid.*)

8 Plaintiff also asserts – and Defendant denies – that Defendant failed to pay employees for
9 all hours worked. (Han Dec., *supra*, at ¶ 18.) Specifically, Defendant maintained an inherently
10 unreliable timekeeping system as well as policies that, in conjunction with heavy, time-sensitive
11 workloads Defendant imposed upon its employees, pressured employees to work off-the-clock
12 without compensation. (*Ibid.*) Moreover, Plaintiff alleges – and Defendant denies – that Defendant
13 failed to include bonuses in employees' regular rates of pay for overtime compensation purposes.
14 (Han Dec., *supra*, at ¶ 19.)

15 Further, Plaintiff asserts – and Defendant denies – that Defendant failed to properly
16 conduct an alternative workweek election prior to implementing its alternative workweek
17 schedules. (Han Dec., *supra*, at ¶ 20.) Specifically, Defendant has failed to produce signed and
18 dated documents that would allow Plaintiff's counsel to determine whether Defendant's written
19 disclosure was provided at least fourteen (14) days prior to voting as required by IWC Wage Order
20 4-2001(3)(C)(3). (*Ibid.*) Consequently, Plaintiff contends that Defendant's election failed to
21 strictly comply with the procedures set forth in IWC Wage Order 4-2001(3)(C)(3) and that the
22 election is thereby null and void. (*Ibid.*)

23 Additionally, Plaintiff contends – and Defendant denies – that Defendant failed to
24 reimburse employees for incurring business expenses. (Han Dec., *supra*, at ¶ 21.) Specifically,
25 Plaintiff contends that Defendant rarely, if ever, reimbursed Class Members for necessary PPE and
26 did not reimburse Class Members for personal cell phone usage, despite requiring employees to
27 use their personal cell phones every day to communicate with their bosses and control operations.
28 (*Ibid.*)

1 Finally, Plaintiff alleges – and Defendant denies – that Defendant is liable for issuing
2 noncompliant wage statements and for waiting time penalties. (Han Dec., *supra*, at ¶¶ 22-23.)

3 Defendant denies Plaintiff’s contentions in their entirety. (Han Dec., *supra*, at ¶ 24.)
4 Among other things, Defendant denies Plaintiff’s meal and rest break contentions on the grounds
5 that it provided breaks within compliant times and that non-exempt employees were given
6 discretion as to when to take their breaks. (*Ibid.*) Defendant also contends that non-exempt
7 employees were allowed to use their meal and rest break time for their own purposes. (*Ibid.*)
8 Moreover, Defendant counters that it did not assign excessive, time-sensitive workloads that
9 pressured employees to work through their meal and rest breaks and provided reasonable
10 opportunities to take breaks longer than the required time periods. (*Ibid.*) Defendant further
11 contends that whether non-exempt employees took meal and rest breaks during compliant time
12 frames and were relieved of all duties are questions that could only be resolved by resorting to
13 individualized inquiries of each non-exempt employee and, therefore, class certification would not
14 be appropriate. (*Ibid.*) Defendant also asserts that it paid its employees for all times and all hours
15 worked, including overtime, minimum, and premium wages. (*Ibid.*) Furthermore, Defendant
16 counters that it had policies expressly prohibiting off-the-clock work and did not have policies or
17 practices that pressured employees to work additional hours off-the-clock without asking for
18 compensation. (*Ibid.*) Defendant also contends that it did factor non-discretionary bonuses and
19 incentives into eligible employees’ regular rates for overtime compensation purposes. (*Ibid.*)
20 Moreover, Defendant asserts that it conducted its alternative workweek elections in strict
21 compliance with the procedures set forth in IWC Wage Order 4-2001(3)(C)(3) prior to
22 implementing its alternative workweek schedules. (*Ibid.*) In addition, Defendant asserts that its
23 policies were not intended to deprive employees of reimbursement for necessary business expenses
24 and that it reimbursed employees for all business expenses, including PPE and personal cell phone
25 usage. (*Ibid.*) Finally, Defendant argues that any failure to comply with California labor laws
26 (which it denies) was an honest mistake made in good faith. (*Ibid.*) Thus, Defendant contends any
27 alleged conduct could not be deemed “willful” under Labor Code section 203. (*Ibid.*)

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1 As demonstrated above, the Parties took staunchly conflicting positions concerning
2 Defendant's policies and procedures and their effect on hourly-paid and non-exempt employees.

3 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

4 **i. The Parties Attended Mediation Which Ultimately Led to the Joint**
5 **Stipulation and Settlement Agreement**

6 The Parties agreed to go to mediation with experienced wage-and-hour mediator, Jeffrey
7 Krivis. (Han Dec., *supra*, at ¶ 25.) The mediation took place on July 9, 2021. (*Ibid.*) During the
8 mediation, the Parties discussed the risks of continued litigation, risks of certification, and risks on
9 the merits of the claims versus the benefits of settlement. (*Ibid.*) Under the auspices of the
10 mediator, the Parties were able to reach an agreement on a settlement of the Class Action, the terms
11 of which were memorialized in a "Joint Stipulation and Settlement Agreement" ("Agreement,"
12 "Settlement Agreement," "Joint Stipulation" or "Settlement"), that the Parties now seek
13 Preliminary Approval of in the instant motion. (*Ibid.*; Exhibit 2.)

14 **ii. The Settlement Was Reached as a Result of Arm's-length Negotiations**

15 The Settlement Agreement was reached because of arm's-length negotiations. (Han Dec.,
16 *supra*, at ¶ 42.) Though cordial and professional, the settlement negotiations have been, at all times,
17 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, counsel for the Parties conducted
18 extensive arm's-length settlement negotiations until an agreement was ultimately reached by all
19 Parties. (*Ibid.*)

20 Plaintiff and Class Counsel believe in the merits of the case but also recognize the expense
21 and length of continued proceedings necessary to continue the litigation against Defendant through
22 class certification, trial, and any possible appeals. (Han Dec., *supra*, at ¶ 43.) Plaintiff and Class
23 Counsel have also considered the uncertainty and risk of further litigation, the potential outcome,
24 and the difficulties and delays inherent in such litigation. (*Ibid.*) Plaintiff and Class Counsel have
25 conducted extensive settlement negotiations, including formal mediation on July 9, 2021. (*Ibid.*)
26 Based on the foregoing, Plaintiff and Class Counsel believe the settlement set forth in the
27 Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of
28 the Class. (*Ibid.*)

1 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

2 The Parties thoroughly investigated and evaluated the factual strengths and weaknesses
3 before reaching the proposed settlement and engaged in sufficient investigation, research, and
4 discovery to support the settlement. (Han Dec., *supra*, at ¶ 44.) The proposed settlement was only
5 possible following significant discovery and evaluation of Defendant’s relevant policies and
6 procedures, as well as the data they produced for the putative class, which permitted Class Counsel
7 to engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) Furthermore, this
8 case has reached the stage where “the Parties certainly have a clear view of the strengths and
9 weaknesses of their cases” sufficient to support the Settlement. (*Id.*, quoting *Boyd v. Bechtel Corp.*
10 (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

11 **c. Terms of the Proposed Settlement**

12 **i. Deductions from the Settlement**

13 The Parties have agreed (subject to and contingent upon the Court’s approval) that this
14 action be settled and compromised for the non-reversionary total sum of \$350,000 (“Maximum
15 Settlement Amount”) which includes, subject to Court approval: (a) Attorney Fee Award in an
16 amount not to exceed \$122,500 (thirty-five percent (35%) of the Maximum Settlement Amount)
17 to compensate Class Counsel for work already performed and all work remaining to be performed
18 in documenting the settlement, administrating the settlement and securing Court approval; (b) Cost
19 Award for actual litigation costs not to exceed \$20,000; (c) Class Representative Enhancement
20 Payment in an amount not to exceed \$10,000 to Plaintiff in recognition of his work and efforts in
21 obtaining the benefits for the Class and undertaking the risk for the payment of costs in the event
22 this matter had not successfully resolved; (d) Administration Costs to Simpluris, Inc.
23 (“Simpluris”), the Settlement Administrator, in an amount not to exceed \$7,000; and (e) PAGA
24 Payment of \$25,000, seventy-five percent (75%) of which (\$18,750) will be paid to the LWDA
25 and twenty-five percent (25%) of which (\$6,250) shall be distributed to the aggrieved employees
26 eligible to recover the PAGA Payment, meaning all current and former hourly-paid or non-exempt
27 employees of Defendant in California during the period from August 31, 2019, to September 30,
28 2021 (“Eligible Aggrieved Employees,” “PAGA Period,” “Individual PAGA Payments,” and

“PAGA Payment”), on a pro rata basis. (Han Dec., *supra*, at ¶ 26.)

ii. Calculation of the Settlement Payments to Class Members

After all Court-approved deductions from the Maximum Settlement Amount, it is estimated that \$165,500 (“Net Settlement Amount”) will be distributed to Class Members – with an average Individual Settlement Share estimated at \$871.05. (Han Dec., *supra*, at ¶ 28.)

Each Participating Class Member’s Individual Settlement Share will be apportioned as follows: thirty-three percent (33%) wages and sixty-seven percent (67%) interest, penalties, and reimbursements. (Han Dec., *supra*, at ¶ 29.)

The Settlement Administrator will pay each Participating Class Member an Individual Settlement Share from the Net Settlement Amount. (Han Dec., *supra*, at ¶ 30.) The Individual Settlement Share is calculated based on each Participating Class Member’s pro rata share of the Net Settlement Amount based on workweeks during the Class Period as follows:

(i) the number of weeks in which he or she worked as a hourly-paid or non-exempt employee during the Class Period, divided by (ii) the total number of weeks in which he/she worked by all Participating Class Members collectively during the Class Period, which is then multiplied by the Net Settlement Amount. (*Ibid.*) The Settlement Administrator will use the Class Data to calculate the number of workweeks worked by each Class Member based on their dates of employment for purposes of this calculation. (*Ibid.*)

Furthermore, the Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share, which will be based upon the total number of pay periods he or she was employed during the PAGA Period. (Han Dec., *supra*, at ¶ 31.) The Individual PAGA Payment is calculated based on each Eligible Aggrieved Employee’s pro rata share of the PAGA Payment allocated to Eligible Aggrieved Employees based on pay periods during the PAGA Period as follows:

(i) the number of pay periods he or she worked as a hourly-paid or non-exempt employee during the PAGA Period, divided by (ii) the total number of pay periods worked by all Eligible Aggrieved Employees collectively during the PAGA Period, which is then multiplied by the PAGA Payment allocated to the Eligible Aggrieved Employees. (*Ibid.*) The Settlement Administrator will use the Class Data to calculate the number of periods worked by each Eligible Aggrieved Employee based on their dates of employment for purposes of this calculation. (*Ibid.*)

1 The precise number of compensable weeks worked per Class Member will not be known
2 until Defendant has tabulated them, following preliminary approval. (Han Dec., *supra*, at ¶ 32.)
3 No portion of the Maximum Settlement Amount will revert to Defendant for any reason. (*Ibid.*)

4 **iii. Notice to the Class**

5 Within fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendant
6 shall deliver the Class Data to the Settlement Administrator. (Han Dec., *supra*, at ¶ 33.) The Class
7 Data shall be formatted as a Microsoft Excel spreadsheet and shall include (i) each Class Member's
8 full name; (ii) each Class Member's last-known address; (iii) each Class Member's Social Security
9 and Employee ID number, if any; (iv) the Class Member's relevant dates of employment; (v)
10 number of workweeks worked by the Class Member during the Class Period (excluding weeks
11 where the Class Member performed no work for Defendant) ("Class Data"). (*Ibid.*)

12 Within fourteen (14) calendar days after Defendant's deadline to provide the Class Data to
13 the Settlement Administrator, the Settlement Administrator will mail the Notice of Class and
14 Representative Action Settlement ("Class Notice") and the Election Not To Participate In (Opt
15 Out From) Class Action Settlement Form ("Exclusion Form") (collectively, known as the "Notice
16 Packet") to all identified Class Members via first-class regular U.S. Mail. (Han Dec., *supra*, at ¶
17 34.) Class Members are not required to submit a claim form to receive their Individual Settlement
18 Shares pursuant to the Agreement. (*Ibid.*) Similarly, Eligible Aggrieved Employees are also not
19 required to submit a claim form to receive their Individual PAGA Payment. (*Ibid.*) The proposed
20 Class Notice and Exclusion Form are attached as Exhibits A and B to the Settlement Agreement
21 respectively, which is Exhibit 2 to the Declaration of Douglas Han. (*Ibid.*)

22 **iv. Distribution of Funds**

23 No later than fourteen (14) calendar days after the execution of the Agreement, Defendant
24 shall fund one-third (1/3) of the Maximum Settlement Amount of \$350,000 into the Qualified
25 Settlement Fund set up by the Settlement Administrator by wiring the funds. (Han Dec., *supra*, at
26 ¶ 35.) No later than fourteen (14) calendar days after the court grants final approval, Defendant
27 shall fund another one-third (1/3) of the Maximum Settlement Amount of \$350,000 into the
28 Qualified Settlement Fund. (*Ibid.*) Finally, within one hundred eighty (180) days after the court

1 grants final approval, Defendant shall: (a) fund the remaining one-third (1/3) of the Maximum
2 Settlement Amount into the Qualified Settlement Fund, including any share of its payroll taxes;
3 and (b) provide any tax information that the Settlement Administrator may need to calculate each
4 Participating Class Members' Individual Settlement Share. (Han Dec., *supra*, at ¶ 35.) Defendant
5 agrees to an unsecured note after funding two-thirds (2/3) of the Maximum Settlement Amount.
6 (*Ibid.*)

7 Within fourteen (14) calendar days after the deadline to fund the Settlement, the Settlement
8 Administrator shall calculate and disburse all payments due under the Settlement Agreement,
9 including all Individual Settlement Shares, Individual PAGA Payments, the Attorney Fee Award,
10 the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the
11 Administration Costs. (Han Dec., *supra*, at ¶ 36.) The Settlement Administrator will forward a
12 check for seventy-five percent (75%) of the PAGA Payment to the LWDA for settlement of the
13 PAGA claim. (*Ibid.*)

14 Participating Class Members and Eligible Aggrieved Employees must cash or deposit their
15 Individual Settlement Share and Individual PAGA Payment checks within one hundred eighty
16 (180) calendar days after the checks are mailed to them. (Han Dec., *supra*, at ¶ 37.) If any checks
17 are returned as undeliverable and without a forwarding address, the Settlement Administrator will
18 conduct a skip trace search to find the most up-to-date mailing addresses and re-mail the checks
19 promptly. (*Ibid.*) If any checks are not redeemed or deposited within ninety (90) calendar days
20 after mailing, the Settlement Administrator will send a reminder postcard indicating that unless
21 the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become
22 non-negotiable, offering to replace the check if it was lost or misplaced. (*Ibid.*) If any checks
23 remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder
24 notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks
25 are mailed, pay the amount of the Individual Settlement Share or Individual PAGA Payment (as
26 applicable) to the California State Controller's Office in accordance with California Unclaimed
27 Property Law so that the Participating Class Member and/or Eligible Aggrieved Employee will
28 have his or her Individual Settlement Share and/or Individual PAGA Payment available to him or

her per the applicable claim procedure to request that money from the State of California. (Han Dec., *supra*, at ¶ 37.)

v. Release of Claims

Upon Defendant's fulfillment of its payment obligations under Section III (I)(8)(a) of the Agreement, in exchange for the consideration set forth in the Agreement, Plaintiff and the Participating Class Members release the Released Parties from the Released Claims arising during the Class Period. (Han Dec., *supra*, at ¶ 38; see Exhibit 2, §§ I(KK), I (LL).)

Upon Defendant's fulfillment of its payment obligations under Section III(H)(8)(a) of the Agreement, the LWDA and each Eligible Aggrieved Employee, including Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, hereby voluntarily and knowingly is barred from bringing any action for the PAGA Released Claims during the PAGA Period. (Han Dec., *supra*, at ¶ 39; see Exhibit 2, § I(FF).) The release of the PAGA Released Claims is effective, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request for exclusion. (Han Dec., *supra*, at ¶ 39; see Exhibit 2, § I(FF).)

The Released Parties include Defendant and its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, attorneys, and any entities that may be considered joint employers. (Han Dec., *supra*, at ¶ 40.)

Upon Defendant's fulfillment of its payment obligations under Section III (H)(8)(a) of the Agreement, and in exchange for the Class Representative Enhancement Payment to the Plaintiff in an amount not to exceed \$10,000, in recognition of his work and efforts in obtaining the benefits for the Class and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiff hereby provides a general release of claims for himself and his spouse, heirs, successors and assigns. (Han Dec., *supra*, at ¶ 41; see Exhibit 2, § III(K).)

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1 **d. Counsel for Both Parties are Experienced in Similar Litigation**

2 Both Class Counsel and Counsel for Defendant are particularly experienced in wage-and-
3 hour employment law and class actions. Class Counsel has significant experience in litigating
4 unpaid wages, noncompliant meal period, and noncompliant rest period class actions. (Han Dec.,
5 *supra*, at ¶¶ 2-7; Exhibit 1.)

6 Class Counsel has prosecuted numerous cases on behalf of employees for California Labor
7 Code violations and thus are experienced and qualified to evaluate the class claims, to evaluate
8 settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. (Han
9 Dec., *supra*, at ¶¶ 2-7; Exhibit 1.) This experience instructed Class Counsel on the risks and
10 uncertainties of further litigation and guided their determination to endorse the proposed
11 Settlement.² (*Ibid.*)

12 **IV. ARGUMENT**

13 **a. Class Action Settlements Are Subject to Court Review**

14 California Rules of Court, rule 3.769 requires court approval for class action settlements.³
15 “Before final approval, the court must conduct an inquiry into the fairness of the proposed
16 settlement.” (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for
17 preliminary approval of class settlements:

18 (a) A settlement or compromise of an entire class action, or a cause of action in
19 a class action, or as to a party, requires the approval of the court after
20 hearing.

21 . . .

22 (c) Any party to a settlement agreement may serve and file a written notice of
23 motion for preliminary approval of the settlement. The settlement
24 agreement and proposed notice to class members must be filed with the
25 motion, and the proposed order must be lodged with the motion.

26 ² The final factor mentioned in *Dunk* – the number of objectors – is not determinable until
27 the Notice of Class Action Settlement has been provided to the Class and they have had an
28 opportunity to respond. This information will be provided to the Court in conjunction with the
Motion for Final Approval of Class Action Settlement.

³ The California Supreme Court also has authorized California’s trial courts to use Federal
Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior
Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where
appropriate, therefore, the Parties cite Federal Rule 23 and federal case law in addition to
California law.

Courts act within their discretion in approving settlements that are fair, not collusive, and take into account “all the normal perils of litigation as well as the additional uncertainties inherent in complex class actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

b. The Proposed Settlement Is a Reasonable Compromise of Claims

An understanding of the amount in controversy is an important factor in whether the settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.) The most important factor in this regard is “the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar*, at p. 129; see also *Munoz*, at p. 409.)

In weighing the strength of the plaintiff’s case, *Kullar* instructs that the court is not to “decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker Retail, Inc.*, *supra*, 168 Cal.App.4th at p. 133.) Finally, *Kullar* does not require an explicit statement of the maximum amount the class could recover if the plaintiff prevailed on all his claims, provided there is a record that allows “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, *supra*, 186 Cal.App.4th at p. 409.) Put differently, “as the court does when it approves a settlement as in good faith under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133, citing *Tech-Bilt v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499-500.)

As the following subsections show, the Parties’ investigation and discovery revealed numerous reasons to discount claims and agree to the Settlement.

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1 **i. The Settlement Is Fair and Reasonable**

2 The proposed Settlement was only possible following significant discovery and evaluation
3 of Defendant's relevant policies and procedures, as well as the data Defendant produced for the
4 putative class, as referenced in Section III above, which permitted Class Counsel to engage in a
5 comprehensive analysis of liability and potential damages. (Han Dec., *supra*, at ¶ 44.)

6 This discovery informed Plaintiff's central theories of liability, which are predicated on
7 Plaintiff's claims that Defendant failed to pay overtime wages, failed to pay minimum wages,
8 failed to provide meal and rest breaks and pay applicable premiums, failed to pay final wages in a
9 timely manner, failed to issue compliant wage statements, failed to have a valid alternative
10 workweek schedule, failed to reimburse business expenses, violated Labor Code sections 2698, *et*
11 *seq.* (PAGA), and violated Business & Professions Code sections 17200, *et seq.* (Han Dec., *supra*,
12 at ¶ 45.)

13 Defendant vehemently denies Plaintiff's theories of liability and contends, as stated above,
14 that all meal and rest breaks were provided in compliance with California law, that all wages were
15 properly paid to Class Members, that it paid all wages in a timely manner, that it provided wage
16 statements in compliance with Labor Code section 226, that it conducted its alternative workweek
17 elections in strict compliance with IWC Wage Order 4-2001(3)(C)(3), and that it reimbursed all
18 business expenses. (Han Dec., *supra*, at ¶ 46.) Defendant further contends that any mistakes made
19 (which it denies) were honest rather than willful. (*Ibid.*) Finally, Defendant argues that if litigation
20 were to continue, it feels confident that it would prevail. (*Ibid.*)

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1 Although Plaintiff believes the case is suitable for certification on the basis that there are
2 company-wide policies that Plaintiff contends violate California law and uniformly affect the
3 putative class members, uncertainties with respect to certification are always present. (Han Dec.,
4 *supra*, at ¶ 47.) As the California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior*
5 *Court* (2004) 34 Cal.4th 319, class certification is always a matter of the trial court's sound
6 discretion. (*Ibid.*) Decisions following *Sav-On Drugs Stores, Inc.* have reached different
7 conclusions concerning certification of wage-and-hour claims.⁴ (*Ibid.*)

8 Although remaining confident in the strengths of his claims, all these factors led Plaintiff
9 to discount the following calculations of potential damage claims.

10 **ii. The Settlement Amount of \$350,000 Is Reasonable**

11 In addition to being able to discover the strengths and vulnerabilities associated with
12 Plaintiff's claims, in preparing for mediation, Defendant provided Plaintiff with a sampling of time
13 and pay records and information regarding the estimated number of pay periods and workweeks
14 worked by putative class members and the average hourly rate for putative class members. (Han
15 Dec., *supra*, at ¶ 48.) Defendant also confirmed that there were approximately 24,898 workweeks
16 worked by Class Members. (*Ibid.*) Plaintiff was also able to determine that the average hourly rate
17 for Class Members was \$33.13. (*Ibid.*)

18 The provisions of the Labor Code potentially triggering PAGA penalties in this case
19 include but are not limited to Labor Code sections 201, 202, 203, 226.3, 226.7, 510, 512, 1194,
20 1197, 1197.1, and 1198. (Han Dec., *supra*, at ¶ 56.) Defendant asserted that, regardless of the
21 results of the underlying causes of action, PAGA penalties are not mandatory but permissive and
22 discretionary. (*Ibid.*) Defendant also maintained that, in addition to its strong arguments against
23 the underlying claims, it had a strong argument that it would be unjust to award maximum PAGA
24 penalties given the law's unsettled state. (*Ibid.*; *Thurman v. Bayshore Transit Mgmt.* (2012) 203

25 ⁴ (See, e.g., *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, 171 P.3d 545 (2007) [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming
decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2* (2006) 144
Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

1 Cal.App.4th 1112 [reducing penalties by 30% under this authority].) Plaintiff argued that without
2 stacking and limited to the initial violation, PAGA penalties would be limited to \$14,200 (142
3 employees x \$100 initial violation) on the low end and \$85,200 on the high end based on six (6)
4 major theories of recovery. (See Han Decl., *supra*, at ¶¶ 57-59.)

5 Plaintiff also recognized the risk that any PAGA award could be significantly reduced.
6 (Han Decl., *supra*, at ¶ 60.) Many of the causes of action brought were duplicative of the statutory
7 claims such as violations of California Labor Code sections 226.7, 510, 1194, 1197, and 1198.
8 (*Ibid.*) Thus, the maximum penalties for each pay period are not justified. (*Ibid.*) It was indeed
9 arguable whether the Court would award the maximum penalties under the law. (*Ibid.*) Thus,
10 allocating \$25,000 to PAGA civil penalties was reasonable based on a rate of \$4.64 per pay period
11 [$\$25,000 \div 5,392 \text{ Pay Periods in PAGA Date Range} = \4.64], given the fact that Defendant is also
12 paying an additional \$325,000 in the class settlement.⁵ (*Ibid.*) Where PAGA penalties are
13 negotiated in good faith and “there is no indication that [the] amount was the result of self-interest
14 at the expense of other Class Members,” such amounts are generally considered reasonable.⁶
15 (*Ibid.*)

16 Accordingly, taking into consideration Defendant’s defenses, its supporting evidence, and
17 its position that the Class Action is not suitable for class treatment, the settlement amount of
18 \$350,000— with an average Individual Settlement Share estimated at \$871.05—is reasonable and
19 fair.

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24 ⁵ (See *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529 [affirming a rate of \$5
25 per violation and a total PAGA penalty of \$150,000 while the plaintiff requested a rate of \$25 to
\$75 per violation and a total PAGA penalty of \$70,000,000].)

26 ⁶ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009
27 U.S.Dist.LEXIS 33900, at *24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
28 “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims”.)

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, for the reasons stated the total estimated potential exposure, assuming certification and prevailing at trial, would be approximately **\$6,901,743.47** on the low end and **\$7,239,609.33** on the high end. (Han Dec., *supra*, at ¶ 61.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$665,760.60	70%	60%	\$79,891.27
Meal Break Premiums	\$1,325,895.73	50%	60%	\$265,179.15
Overtime/Minimum Wage: Off-the-Clock	\$824,870.74 to \$1,162,736.60	70%	60%	\$98,984.49 to \$139,528.39
Overtime/Minimum Wage: Non-Discretionary Bonuses	\$1,516,138.00	40%	50%	\$454,841.40
Overtime/Minimum Wage: Alternative Workweek Schedules	\$298,264.00	60%	60%	\$47,722.24
Unreimbursed Business Expenses	\$137,536.00	50%	70%	\$20,630.40
Wage Statement Penalty	\$1,282,500.00	70%	60%	\$153,900.00
Waiting Time Penalty	\$850,778.40	70%	60%	\$102,093.41
MAXIMUM TOTAL EXPOSURE	\$6,901,743.47 to \$7,239,609.33⁷			\$1,223,242.36 to \$1,263,786.26⁸

Based on this analysis, the realistic recovery for this case is **\$1,223,242.36** on the low end and **\$1,263,786.26** on the high end. (Han Dec., *supra*, at ¶ 70.) The Maximum Settlement Amount of \$350,000 is approximately five percent (4.83%) of the maximum potential exposure and is approximately twenty-eight percent (27.69%) of the maximum realistic exposure at trial, which is a reasonable settlement. (*Ibid.*)

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⁷ Han Dec., *supra*, at ¶¶ 49-55.

⁸ *Id.* at ¶¶ 62-69.

1 The only question at preliminary approval is whether the settlement is within the range of
2 possible approval. (*In re Tableware Antitrust Litig.* (N.D.Cal. 2007) 484 F.Supp.2d 1059, 1079.)
3 “The fact that a proposed settlement may only amount to a fraction of the potential recovery does
4 not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
5 disapproved.” (*City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 455; see also
6 *Linney v. Ceullar Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very
7 uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce
8 consensual settlements. The proposed settlement is not to be judged against a hypothetical or
9 speculative measure of what might have been achieved by the negotiators”). Nevertheless, this
10 settlement is in line with the realistic exposure had Plaintiff prevailed at trial and provides a
11 significant recovery for the Class Members. Thus, there can be no doubt that this settlement is fair
12 and reasonable.

13 **d. Conditional Certification of the Class Is Appropriate**

14 For settlement purposes only, the requisites for establishing conditional class certification
15 are met. Code of Civil Procedure Section 382 “authorizes class actions ‘when the question is one
16 of a common or general interest, of many persons, or when the parties are numerous, and it is
17 impracticable to bring them all before the court.” (*Sav-On Drug Stores, Inc. v. Superior Court*,
18 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions where the plaintiff identifies
19 “both [1] an ascertainable class and [2] a well-defined community of interest among class
20 members.” (*Ibid.*)

21 The proposed Class is ascertainable and numerous as to make it impracticable to join all
22 Class Members, and there are common questions of law and fact that predominate over any
23 questions affecting any individual Class Member. (Han Dec., *supra*, at ¶ 71.) Plaintiff contends
24 that as hourly-paid employees of Defendant, their claims are typical of the claims of the Class
25 Members, and Class Counsel will fairly and adequately protect the interests of the Class. (*Ibid.*)
26 Also, Plaintiff asserts the prosecution of separate actions by individual Class Members would
27 create the risk of inconsistent or varying adjudications, and a class action is superior to other
28 available means for the fair and efficient adjudication of the case. (*Ibid.*) As discussed below, this

case is amenable to class certification. (Han Dec., *supra*, at ¶ 71.)

i. The Proposed 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.)

The Class Action involves one hundred ninety (190) Class Members that were extrapolated through the Class Period. (Han Dec., *supra*, at ¶ 72.) Thus, the Class is sufficiently numerous. (*Id.*, citing *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding that a proposed class of “as many as 190 current and former employees” is sufficiently numerous].) Further, all Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant’s employment records concerning hourly-paid and/or non-exempt employees who worked for Defendant in California during the Class Period. (Han Dec., *supra*, at ¶ 72.)

ii. 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 representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims.*” (*Capitol People First v. Department 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 plaintiffs renders class certification appropriate.” (*Id.*, quoting *Sav-On Drug Stores, Inc.*, at p. 333.) The application of each of these factors is discussed below.

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Plaintiff asserts that common issues of fact and law predominate as to each of the claims alleged by Plaintiff. (Han Dec., *supra*, at ¶ 73.) Plaintiff contends all hourly-paid and non-exempt employees who worked for Defendant during the Class Period were subject to the same or similar employment practices, policies, and procedures. (*Ibid.*) All Plaintiff's claims surround Defendant's alleged common practices and schemes of failing to maintain compliant meal and rest break policies and practices, failing to have a valid alternative workweek schedule, failing to reimburse business expenses, and failing to fully and properly compensate employees, *inter alia*, for noncompliant rest and meal breaks, off-the-clock work, overtime work, associated wage statement, and waiting time penalties. (*Ibid.*)

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1 **e. The Settlement Is Fair, Reasonable, and Adequate**

2 In deciding whether to approve a proposed class action settlement under Code of Civil
3 Procedure § 382, the Court must find that a proposed settlement is “fair, adequate and reasonable.”
4 (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement
5 is presumed fair under the following circumstances: (1) the parties reached settlement after arm’s-
6 length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court
7 to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
8 objectors is small. (*Id.* at p. 1802.) As the foregoing analysis shows, all of these elements are
9 present here. Thus, Plaintiff requests that this Court grant his motion for Preliminary Approval.

10 **f. Notice to Class Members Complies with California Rule of Court 3.769(f)**

11 California Rule of Court, No. 3.769(f), provides:

12 If the court has certified the action as a class action, notice of the final approval
13 hearing must be given to class members in the manner specified by the court. The
14 notice must contain an explanation of the proposed settlement and procedures for
15 class members to follow in filing written objections to it and in arranging to appear
16 at the settlement hearing and state any objections to the proposed settlement.

17 The proposed Notice Packet meets all these requirements. The proposed Notice Packet
18 advises the Class Members of their right to participate in the Settlement; how and when to object
19 to or request exclusion from the Settlement; and the date, time and location of the Final Approval
20 hearing. (See Han Dec., *supra*; Exhibits A and B to Exhibit 2.)

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1 **V. CONCLUSION**

2 Plaintiff respectfully submits that the proposed Settlement is in the best interests of the
3 Class, as it is fair, adequate, and reasonable. Under the applicable class action criteria and
4 guidelines, the proposed Settlement should be preliminarily approved by the Court, the Class
5 should be conditionally certified for purposes of settlement only, and the Notice Packet should be
6 approved.

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8 Dated: November 5, 2021

JUSTICE LAW CORPORATION

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11 Douglas Han
12 Shunt Tatavos-Gharajeh
13 Phillip Song
14 *Attorneys for Plaintiff*
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On November 5, 2021, I served the foregoing document described as

**PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING
DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

for the following case: **Gomez v. IHI Power Services Corp.**
LWDA/Court Case No.: **LWDA Case No.: CM- 804632-20**
Court Case No.: 20CV-02657
Merced County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 5, 2021, at Pasadena, California.



Anna Okada