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

ABRAHAM MARIN, individually, and on
behalf of other members of the general public
similarly situated; SHEREE WILLIS,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

WORD & BROWN COMPANIES, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2019-01055348-CU-OE-CXC

Honorable Peter J. Wilson
Department CX102

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Edwin Aiwazian); Declarations of Proposed
Class Representatives (Abraham Marin and
Sheree Willis); and [Proposed] Order filed
concurrently herewith]

Date: October 14, 2021
Time: 2:00 p.m.
Department: CX102

Complaint Filed: March 6, 2019
FAC Filed: January 13, 2021
Trial Date: None Set

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

PLEASE TAKE NOTICE that on October 14, 2021 at 2:00 p.m. or as soon thereafter as the matter may be heard before the Honorable Peter J. Wilson in Department CX102 of the Superior Court of California for the County of Orange, located at Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701, Plaintiffs Abraham Marin and Sheree Willis (“Plaintiffs” or “Class Representatives”) will, and hereby do, move for an order:

Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Joint Stipulation for Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 1**” to the Declaration of Edwin Aiwazian, including, but not limited to, the means of allocation and distribution of funds, including and not limited to, the allocations for penalties under the California Labor Code Private Attorneys General Act of 2004, Attorneys’ Fees and Costs to Class Counsel, Incentive Awards to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator;

- Conditionally certifying the Settlement Class for settlement purposes;
- Preliminarily appointing Plaintiffs Abraham Marin and Sheree Willis as Class Representatives;
- Preliminarily appointing Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement (“Notice”), Request for Exclusion Form (“Opt-Out Form”), and Notice of Objection Form (“Objection Form”) (together, “Notice Packet”), attached as “**EXHIBIT 1**”, “**EXHIBIT 2**,” and “**EXHIBIT 3**,” respectfully, to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement;
- Directing the mailing of the Notice Packet to the Settlement Class Members;
- Approving the proposed deadlines for the notice and settlement administration process;
- Approving Simpluris, Inc. as the Settlement Administrator; and

- Scheduling a hearing to consider whether to grant final approval of the Settlement, at which time the Court will also consider whether to grant final approval of the requests for the Attorneys' Fees and Costs to Class Counsel, Incentive Awards for Plaintiffs, and Settlement Administration Costs to Settlement Administrator.

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

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Edwin Aiwazian) and Proposed Class Representatives (Abraham Marin and Sheree Willis) in support thereof, the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: September 8, 2021

LAWYERS for JUSTICE, PC

By:


Edwin Aiwazian
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Abraham Marin and Sheree Willis (“Plaintiffs” or “Class Representatives”) seek preliminary approval of the Joint Stipulation for Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff Abraham Marin, individually and on behalf of all others similarly situated, and Plaintiff Sheree Willis, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Word & Brown Companies (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiffs and Defendant (collectively, the “Parties”) have agreed to settle this lawsuit for a Total Settlement Amount of two million two hundred thousand dollars and no cents (\$2,200,000.00).¹ The Total Settlement Amount includes the following: (1) Individual Settlement Shares to Participating Class Members which will be distributed from the Net Settlement Amount²; (2) the Incentive Awards of five thousand dollars and no cents (\$5,000.00) each to Plaintiffs (\$10,000.00 total)³; (3) the Attorneys’ Fees and Costs to Class Counsel, consisting of attorneys’ fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, or \$770,000.00, and reimbursement of litigation costs and expenses not to exceed fifty thousand dollars and no cents (\$50,000.00)⁴; (4) the Settlement Administration Costs to the Settlement Administrator in the amount not to exceed fourteen thousand dollars (\$14,000.00);⁵ and (5) the amount of two hundred thousand dollars and no cents (\$200,000.00) allocated to penalties under the Private Attorneys General Act (“PAGA”), of which 75% (i.e., \$150,000.00) will be distributed to the Labor and Workforce Development Agency (“LWDA”) and 25% (i.e., \$50,000.00) will be distributed to Participating Class Members as a part of the Net Settlement Amount.⁶

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¹ Settlement Agreement, attached as “**EXHIBIT 1**” to Declaration of Edwin Aiwazian (“Aiwazian Decl.”), § 2.25.

² *Id.*, § 7.7.2.A.

³ *Id.*, § 5.1.2.

⁴ *Id.*, § 5.1.3.

⁵ *Id.*, § 5.1.6.

⁶ *Id.*, § 5.1.5.

Plaintiffs also seek to provisionally certify the following Settlement Class for settlement purposes, which Defendant does not oppose:

All persons who worked for Word & Brown Insurance Administrators, Inc. in California as a non-exempt employee at any time during the Settlement Class Period (“Settlement Class” or “Settlement Class Members”).⁷

The Settlement Class is estimated to consist of approximately nine hundred thirty-two (932) individuals.⁸

Settlement Class Members who do not submit a timely and valid request to be excluded from the Settlement (“Participating Class Members”) will receive a share of the Net Settlement Amount (“Individual Settlement Share”) on a *pro rata* basis based upon the number of weeks each Participating Class Member was employed by Defendant as a Settlement Class Member during the Settlement Class Period (“Workweeks”).⁹

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

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is among the largest General Agents in California and Nevada, focusing on group, individual, and family health insurance coverage. Plaintiffs Abraham Marin and Sheree Willis are former employees of Defendant.

On March 6, 2019, Plaintiff Abraham Marin filed a Class Action Complaint for Damages in the Orange County Superior Court (“Court”), thereby commencing the above-captioned lawsuit (“Action”).

On May 3, 2019, Defendant filed an Answer to Plaintiff Abraham Marin’s Complaint.

On January 13, 2021, Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698,

⁷ Settlement Agreement, §§ 2.20 & 2.21. “Settlement Class Period” is defined as the period of time from March 6, 2015 through the date of this Order. *See id.*, § 2.22.

⁸ Aiwazian Decl., ¶ 9.

⁹ Settlement Agreement, §§ 5.1.1.1 & 5.1.1.2.

¹⁰ *See id.* at § 8.1, for the full scope of the “Released Claims,” and *id.* at § 2.16 for the definition of the “Released Parties.”

1 *Et Seq.* (“Operative Complaint”), which added Plaintiff Sheree Willis and a cause of action
2 under PAGA, among other changes.

3 Plaintiffs’ core allegation is that Defendant has violated the California Labor Code by
4 engaging in a uniform practice and procedure, with respect to Plaintiffs and the Settlement Class
5 Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide
6 compliant meal and rest periods and associated premium pay, failing to timely pay wages during
7 employment and upon termination of employment, failing to provide compliant wage
8 statements, failing to maintain requisite payroll records, and failing to reimburse necessary
9 business expenses, and thereby engaged in unfair business practices in violation of California
10 Business and Professions Code section 17200, *et seq.* and conduct that gives rise to penalties
11 pursuant to PAGA. Plaintiffs contend that they, and the Settlement Class Members, are entitled
12 to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to
13 PAGA), and attorneys’ fees.

14 On January 15, 2021, Defendant filed an Answer to Plaintiffs’ First Amended
15 Complaint.

16 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
17 associated with any of the allegations in the Action, and further denies that the Action is
18 appropriate for class treatment or representative adjudication for any purpose other than for
19 settlement purposes only.

20 On May 28, 2019, Plaintiff Abraham Marin propounded multiple sets of discovery
21 including Requests for Production of Documents, (Set One & Two); Special Interrogatories,
22 (Set One, Two & Three); and Form Interrogatories, (Set One), on Defendant and noticed the
23 depositions of Defendant’s Person Most Knowledgeable designees regarding job duties,
24 organizational structure, and affirmative defenses of Defendant.

25 The Parties have actively litigated the Action since it was commenced on March 6, 2019.
26 On July 22, 2020, the Parties participated in a formal, full-day mediation conducted by Hon.
27 Louis Meisinger (Ret.), a well-regarded mediator experienced in mediating complex labor and
28 employment matters. With the aid of the mediator’s evaluation, the Parties ultimately reached

the Settlement described herein to resolve the Action in its entirety.

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Total Settlement Amount to resolve the Released Claims of Plaintiffs and the Settlement Class Members who do not submit a timely and valid request to be excluded from the Settlement (i.e., Participating Class Members) with respect to the Released Parties.¹¹ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) attorneys' fees in an amount not to exceed seven hundred seventy thousand dollars and no cents (\$770,000.00) (i.e., up to 35% of the Total Settlement Amount) and reimbursement of costs and expenses in an amount not to exceed fifty thousand dollars and no cents (\$50,000.00) to Class Counsel (collectively referred to as the "Attorneys' Fees and Costs"); (2) settlement administration costs, which are not to exceed fourteen thousand dollars and no cents (\$14,000.00) to the Settlement Administrator ("Settlement Administration Costs"); (3) payment to the LWDA of its 75% share of the PAGA Amount (i.e., \$150,000.00 out of \$200,000.00) ("LWDA Payment"); and (4) payments in the amount of up to five thousand dollars and no cents (\$5,000.00) each to Plaintiffs Abraham Marin and Sheree Willis (for a combined total of \$10,000.00) ("Incentive Awards").¹² The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement Administrator") to handle the notice and settlement administration process.

The Parties have agreed that the Settlement Administrator will determine each Participating Class Member's share of the available Net Settlement Amount ("Individual Settlement Share"), in accordance with the Settlement Agreement and as follows: Each Participating Class Member's Individual Settlement Share shall be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total number of credited Workweeks, and the denominator of which is the total of all Workweeks credited to all Participating Class Members during the Settlement Class Period.¹³

¹¹ Settlement Agreement, § 5.1.

¹² *Id.*, §§ 5.1.2, 5.1.3, 5.1.5, & 5.1.6

¹³ *Id.*, § 5.1.1.2.

Each Participating Class Member's Individual Settlement Share will be allocated as follows: one-third (33 1/3%) as wages ("Wages Portion"), one-third (33 1/3%) as penalties, and one-third (33 1/3%) as interest such that two-thirds (66 2/3%) of any monies distributed to Participating Class Members shall be characterized as 1099 income.¹⁴ The Wages Portion shall be subject reduction for the employee's and employer's share of any and all necessary deductions, withholdings, or taxes ("Employment Taxes"), and paid by the Settlement Administrator from the Total Settlement Amount.¹⁵

The Individual Settlement Share checks issued to Participating Class Members shall remain valid and negotiable for a period of one hundred eighty (180) calendar days from the date of mailing.¹⁶ The Settlement Administrator shall perform a skip-trace search on any checks that are returned as undeliverable and perform a single re-mailing to any addresses located.¹⁷ After the 180-day period, the Settlement Administrator shall void any check that is not cashed, deposited, and/or negotiated.¹⁸ All uncashed checks will be treated pursuant to Code of Civil Procedure Section 384 as a *cy pres* distribution to the State Bar of California's Justice Gap Fund, 180 Howard Street, San Francisco, CA 94105.¹⁹

Settlement Class Members who wish to be excluded from the Settlement must submit a Request for Exclusion Form ("Opt-Out Form") or written request for exclusion (together, "Request for Exclusion") directly to the Settlement Administrator, postmarked by the date sixty (60) calendar days after the Settlement Administrator initially mails the Notice, Opt-Out Form, and Notice of Objection Form ("Objection Form") (collectively, "Notice Packet") to Settlement Class Members ("Response Deadline")²⁰. A Request for Exclusion must contain a statement that clearly conveys the Settlement Class Member's request to be excluded from the Settlement, his/her full name and the last four digits of the Settlement Class Member's Social Security Number on record with Defendant, and it must be signed and dated by the Settlement Class

¹⁴ Settlement Agreement, § 5.1.8.

¹⁵ *Ibid.*

¹⁶ *Id.*, § 5.1.10.

¹⁷ *Ibid.*

¹⁸ *Ibid.*

¹⁹ *Id.*, § 5.1.11.

²⁰ *Id.*, §§ 2.13, 2.17, 6.3, & 7.7.1.A

Member.²¹ Settlement Class Members who submit a valid and timely Request for Exclusion will not be bound by the terms of the Settlement and Final Approval Order and Judgment.²²

A Settlement Class Member who does not opt out of the Settlement and wishes to object to the Settlement must submit to the Settlement Administrator a timely and valid Objection Form or written brief or statement of objection (together, “Objection”).²³ The Objection must: (1) state the full name of the Participating Class Member; (2) be signed by the Participating Class Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the address specified on the Notice.²⁴

Each Settlement Class Member will have the opportunity, should he or she disagree with Defendant’s records regarding the number of Workweeks credited to him or her during the applicable Settlement Class Period as stated on the Notice, to provide documentation and/or an explanation postmarked or to be received by the Settlement Administrator by the Response Deadline in support of his or her claim of a different number of Workweeks.²⁵

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). California courts look to federal authority for guidance with class action settlements. *Dunk, supra*, 48 Cal.App.4th at 1801, fn.7 (citing *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821). The decision to approve or reject a proposed settlement is within the court’s discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (“In general, questions whether a settlement was fair and reasonable, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.”). Accordingly, a court’s decision to approve a class action settlement may be reversed only upon a strong showing of

²¹ Settlement Agreement, § 7.7.1.A.

²² *Id.*, § 2.13.

²³ *Id.*, § 7.8.

²⁴ *Ibid.*

²⁵ *Id.*, § 7.2.

“clear abuse of discretion.” *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026; *Class Plaintiff v. City of Seattle* (9th Cir. 1982) 955 F.2d 1268, 1276.

Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). This procedure, which is commonly utilized by both federal and state courts, assures class members of the protection of procedural due process safeguards and enables a court to fulfill its role as the guardian of the interest of the settlement class.

Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to voice their views of the settlement or to exclude themselves from the settlement. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court’s discretion. *Newberg*, § 11.25.

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

The trial court has broad powers to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794. To make this fairness determination, courts must consider several relevant factors, including “the strength of the plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent

of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Dunk, supra*, 48 Cal.App.4th at 1801. “The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at 245. Furthermore, courts give “proper deference to the private consensual decision of the parties.” *Hanlon, supra*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4th at 245. “A presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.*; *Dunk, supra*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

A. **The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery.**

The Parties actively litigated the Action since it was commenced on March 6, 2019. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively preparing the case for class certification and trial.²⁶

Prior to engaging in mediation, Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data produced by Defendant.²⁷ The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiffs and other Settlement Class Members’ employment records, a detailed sampling of Settlement Class Members’ time and pay data, multiple iterations of Defendant’s Employee Handbook, company policy acknowledgements (including, but not

²⁶ Aiwazian Decl., ¶¶ 11-13.

²⁷ *Id.*, ¶ 12.

limited to, Acknowledgement of Employee Handbook), internal memoranda, job descriptions, new hire orientation checklists, Defendant's operations and employment practices, procedures, and policies (including, but not limited to, Defendant's Meal and Rest Periods policy, Timekeeping Requirements, and Expense Reimbursement policy), among other information and documents.²⁸ Class Counsel interviewed Plaintiffs and other Settlement Class Members to gather facts and to identify potential witnesses.²⁹ Class Counsel propounded multiple sets of formal written discovery requests on Defendant and noticed the depositions of Defendant's Person Most Knowledgeable designees.³⁰ Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation.³¹ Class Counsel also drafted a mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.³²

The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Hon. Louis Meisinger (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters.³³ Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in an intensive discussion regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative claims, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.³⁴ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.³⁵ Arriving at a settlement that was acceptable to both

²⁸ Aiwazian Decl., ¶ 12.

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

³² *Ibid.*

³³ *Id.*, ¶ 11.

³⁴ *Ibid.*

³⁵ *Ibid.*

Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial.³⁶ After conducting investigations, significant formal and informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation.³⁷

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification and trial.³⁸ The Parties have had the opportunity to interview and obtain information from their respective witnesses.³⁹ Counsel for the Parties have also reviewed documents and information relating to Plaintiffs' and the Settlement Class Members' employment with Defendant and performed significant research into the law concerning class certification, PAGA representative actions, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses thereto, as well as facts discovered.⁴⁰ The Parties have reached the Settlement based on this large volume of facts, evidence, and investigation. In addition, Class Counsel has extensive experience in employment class actions, including significant experience in California wage-and-hour litigation.⁴¹

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

The Settlement, which provides for a Total Settlement Amount of two million two hundred thousand dollars and no cents (\$2,200,000.00), represents a fair, adequate, and reasonable resolution of the matter.⁴² The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the formal and informal exchange

³⁶ Aiwazian Decl., ¶¶ 11, 16-18.

³⁷ *Ibid.*

³⁸ *Ibid.*

³⁹ *Ibid.*

⁴⁰ *Id.*, ¶¶ 11-13 & 16-18.

⁴¹ *Id.*, ¶¶ 6-7.

⁴² *Id.*, ¶¶ 11, 13, 14 & 21.

of information.⁴³ The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the case at issue.⁴⁴ Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Settlement Class.⁴⁵

Assuming that the Attorneys' Fees and Costs, Incentive Awards, LWDA Payment, and Settlement Administration Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be one million two hundred six thousand dollars and no cents (\$1,206,000.00).⁴⁶ As discussed in Part III, *supra*, the entire Net Settlement Amount will be fully paid out to the Participating Class Members, in accordance with the Settlement Agreement. The amount of each Participating Class Member's Individual Settlement Share will be calculated based on his or her Workweeks.⁴⁷ There is no reason to doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of preliminary approval. Even at the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Settlement Class Members.⁴⁸ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, and has experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

⁴³ Aiwazian Decl., ¶¶ 11-13.

⁴⁴ *Id.*, ¶¶ 16-18.

⁴⁵ *Id.*, ¶¶ 11, 13, & 21.

⁴⁶ *Id.*, ¶ 14.

⁴⁷ Settlement Agreement, § 5.1.1.1.

⁴⁸ Aiwazian Decl., ¶¶ 11, 13, & 21.

1 **C. The Settlement Is of Significant Value.**

2 Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties
3 conducted significant formal and informal discovery and exchanged thousands of pages of
4 documents, data, and information prior to mediation.⁴⁹ The discovery and information that Class
5 Counsel obtained from Defendant and through other sources allowed Class Counsel to develop
6 valuation models in order to evaluate the potential value and merit of the claims, and perform a
7 complete evaluation of Defendant’s defenses thereto.⁵⁰ As outlined in the Declaration of Edwin
8 Aiwazian, Class Counsel performed an extensive analysis of each and every claim pursuant to
9 *Kullar* prior to entering into the Settlement.⁵¹

10 **VI. CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE.**

11 For settlement purposes, the requisites for establishing class certification are met, and
12 the Parties have stipulated to conditional certification of the Settlement Class for settlement
13 purposes only.⁵² California Code of Civil Procedure Section 382 “authorizes class actions when
14 the question is one of a common or general interest, of many persons, or when the Parties are
15 numerous, and it is impracticable to bring them all before the court.” *Sav-On Drug Stores, Inc.*
16 *v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the
17 plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest
18 among class members.” *Id.*

19 The Settlement Class is ascertainable and numerous as to make it impracticable to join
20 all Settlement Class Members, and there are common questions of law and fact that predominate
21 over any questions affecting any individual Settlement Class Member. Further, Plaintiffs’
22 claims are typical of the claims of the Settlement Class Members, and Class Counsel will fairly
23 and adequately protect the interests of the Settlement Class. Finally, prosecution of separate
24 actions by individual Settlement Class Members would create the risk of inconsistent or varying
25 adjudications, and a class action is superior to other available means for the fair and efficient
26

27 ⁴⁹ Aiwazian Decl., ¶¶ 11-13 & 18.

28 ⁵⁰ *Id.*, ¶ 18.

⁵¹ *Id.*, ¶¶ 11-13 & 16-18.

⁵² Settlement Agreement, § 4.1.

adjudication of the case. The Settlement Class is amenable to class certification for settlement purposes as discussed below.

A. The Settlement Class Is Ascertainable and Sufficiently Numerous.

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*.” *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. “A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

This action involves a class of approximately nine hundred thirty-two (932) individuals.⁵³ This class is sufficiently numerous. *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). Further, all Settlement Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant’s employment records regarding non-exempt employees who worked for Word & Brown Insurance Administrators, Inc. in California during the Settlement Class Period. As such, the Settlement Class is ascertainable and sufficiently numerous.

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

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

⁵³ Aiwazian Decl., ¶ 9.

1 that common behavior toward similarly situated plaintiff renders class certification appropriate.”
2 *Id.* (citing *Sav-On, supra*, 34 Cal.4th at 333).

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

8 Here, common issues of fact and law predominate as to each of the claims alleged and
9 asserted in the Operative Complaint. Based on the documents and information obtained through
10 formal and informal discovery and exchange of information in this case, Plaintiffs contend that
11 Settlement Class Members were subject to the same or similar job duties and uniform operations
12 and employment practices, policies, and procedures during the time period at issue.⁵⁴ Plaintiffs’
13 claims arise from Defendant’s alleged uniform policy and systematic scheme, with respect to
14 Plaintiffs and the Settlement Class Members, of, *inter alia*, failing to properly pay overtime and
15 minimum wages for all hours worked, failing to provide compliant meal and rest periods and
16 associated premium pay, failing to timely pay wages during employment and upon termination
17 of employment, failing to provide complaint wage statements, failing to keep requisite payroll
18 records, and failing to reimburse necessary business-related expenses.⁵⁵

19 Plaintiffs also contend that Defendant’s payroll and recordkeeping practices with respect
20 to Plaintiffs and the Settlement Class Members were substantially the same during the time
21 period at issue.⁵⁶ As a result, Plaintiffs claim that all of the Settlement Class Members were
22 uniformly not paid all compensation due to them from Defendant during the time period at
23 issue.⁵⁷

24 Plaintiffs maintain that the outcome of this litigation would be determined by
25 Defendant’s alleged uniform operations and employment policies and procedures that applied
26

27 ⁵⁴ Aiwazian Decl., ¶ 16.

28 ⁵⁵ *Ibid.*

⁵⁶ *Ibid.*

⁵⁷ *Ibid.*

1 across its non-exempt employees who worked for Word & Brown Insurance Administrators,
2 Inc. in California during the Settlement Class Period. Accordingly, the Court should certify the
3 Settlement Class for settlement purposes only.

4 **VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR**
5 **ATTORNEYS' FEES AND COSTS**

6 Class Counsel has litigated the matter for over two years, and was actively preparing the
7 matter for class certification and trial.⁵⁸ The ongoing work has been extensive, demanding, and
8 ultimately successful in achieving a substantial settlement resolution. Class Counsel conducted
9 extensive investigations into the facts of the case and formal and informal discovery, including,
10 and not limited to, propounding multiple formal written discovery requests onto Defendant.
11 Class Counsel also noticed the depositions of Defendant's Person Most Knowledgeable
12 designees. Class Counsel reviewed thousands of pages of documents and data⁵⁹ and also
13 interviewed and obtained information from Plaintiffs and other Settlement Class Members,
14 researched applicable law, undertook damages/valuation calculations, and met and conferred
15 with Defendant's counsel regarding the pleadings, discovery, and the production of documents
16 and data prior to mediation.⁶⁰ Counsel for the Parties also undertook extensive settlement
17 discussions, which included participating in a formal, full-day mediation.⁶¹

18 Class Counsel is well-experienced in wage-and-hour class action litigation and used that
19 experience to obtain a great result for the Settlement Class.⁶²

20 The Settlement establishes a Total Settlement Amount of two million two hundred
21 thousand dollars and no cents (\$2,200,000.00), and provides for Class Counsel to apply to the
22 Court for Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed
23 thirty-five percent (35%) of the Total Settlement Amount (i.e., \$770,000.00) and an amount not
24 to exceed fifty thousand dollars and no cents (\$50,000.00) for costs and expenses.⁶³ The
25

26 ⁵⁸ Aiwazian Decl., ¶¶ 11-13.

27 ⁵⁹ *Id.*, ¶ 12.

28 ⁶⁰ *Ibid.*

⁶¹ *Id.*, ¶ 11.

⁶² *Id.*, ¶¶ 6-7.

⁶³ Settlement Agreement, §§ 2.25 & 5.1.3.

attorneys' fees provided for by the Settlement is commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that Class Counsel dedicated to the case, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Settlement Class Members, and (6) the other cases that Class Counsel had to turn down in order to devote their time and efforts to this matter. The proposed Notice provides Settlement Class Members with information about the amount allocated toward the Attorneys' Fees and Costs, and that an award of the Attorneys' Fees and Costs will be sought, as provided for by the Settlement.⁶⁴

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao, supra*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50. In cases where class members present claims against a settlement fund and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Id.* at 32.

The propriety of calculating and awarding attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check

⁶⁴ Settlement Agreement, Exh. 1.

and use other means to evaluate the reasonableness of a requested percentage fee[.]” and “[t]he percentage of fund method survives in California.” *Id.* (internal quotation marks omitted).

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the \$7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ fees). California courts routinely approve class action attorneys’ fee awards “averag[ing] around one-third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁶⁵

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiffs’ motion for final approval of the Settlement and application for the Attorneys’ Fees and Costs and at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys’ fees provided for by the Settlement and to be requested by Class Counsel are well within the range of reasonableness.

VIII. THE PROPOSED NOTICE IS ADEQUATE.

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

⁶⁵ Aiwazian Decl., ¶ 19.

The proposed Notice⁶⁶ describes the Settlement, the deadlines and procedures to submit an Objection, Request for Exclusion, and/or Workweeks dispute, and the date and time set for the Final Approval Hearing.⁶⁷

The proposed Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39. “Sufficient information about the case should be provided to enable class members to make an informed decision about their participation.” *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.⁶⁸ The proposed Notice recognizes that the Court has not yet granted final approval of the settlement.⁶⁹ The proposed Notice also apprises the Settlement Class Members of, *inter alia*, how their Individual Settlement Share is calculated and the number of Workweeks credited to them.⁷⁰

The proposed Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960 (“The essentials of due process of law in class suits would appear to be afforded by fair representation in the assertion of claims of class members against the opposing parties in any lawsuit, and notice of the pending suit.”). Accordingly, the Court should approve the proposed Notice.

IX. APPOINTMENT OF SIMPLURIS, INC. AS THE SETTLEMENT ADMINISTRATOR

The Parties have selected Simpluris to administer the Settlement.

The Settlement Administrator will mail the Notice Packet to each Settlement Class Member by First-Class U.S. mail.⁷¹ Any undeliverable Notice Packet that is returned to the Settlement Administrator with a forwarding address will be re-mailed to the forwarding address within three (3) business days.⁷² With respect to any undeliverable Notice Packet returned

⁶⁶ Settlement Agreement, Exh. 1.

⁶⁷ *Ibid.*

⁶⁸ *Ibid.*

⁶⁹ *Ibid.*

⁷⁰ *Ibid.*

⁷¹ Settlement Agreement, § 6.2.

⁷² *Id.*, § 6.5.

without a forwarding address, the Settlement Administrator shall employ standard skip-tracing to obtain updated address information and shall re-mail the Notice Packet to those Settlement Class Members no later than ten (10) days prior to the Response Deadline.⁷³ The Response Deadline to submit a Request for Exclusion, Objection, or Workweeks dispute for Settlement Class Members to whom a Notice Packet is re-mailed, will be an additional fifteen (15) calendar days from the date of the re-mailing (i.e., seventy-five (75) calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable as long as the return mailing is received within the initial sixty (60) day Response Deadline⁷⁴ The Settlement Administrator will receive and process Requests for Exclusion, Objections, and any Workweeks disputes.⁷⁵

The Settlement Administrator will calculate the amounts of the Individual Settlement Shares; deduct and transmit applicable state and/or federal taxes in connection with the wage portion of Individual Settlement Shares; mail the Individual Settlement Share checks to Participating Class Members; issue W-2 and 1099 forms; calculate and disburse the Attorneys' Fees and Costs, Incentive Awards, and LWDA Payment; and perform such other tasks necessary to effectuate the terms of the Settlement Agreement.⁷⁶ The Settlement Administration Costs are currently estimated to be fourteen thousand dollars (\$14,000.00) and will be paid out of the Total Settlement Amount, subject to approval by the Court.⁷⁷

Accordingly, Plaintiffs respectfully request that the Court appoint Simpluris, Inc. as the Settlement Administrator and direct the mailing of the Notice Packets to the Settlement Class Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. PROPOSED DEADLINES FOR THE NOTICE PROCESS

At this preliminary approval stage, plaintiffs seek approval of the proposed deadlines for the notice and settlement administration process. *Newberg*, at § 11.26. The notice process entails mailing of the Notice, in the form approved by the Court, to all known and reasonably

⁷³ Settlement Agreement, § 6.5.

⁷⁴ *Id.*, § 2.17.

⁷⁵ *Id.*, §§ 7.2, 7.7.3, & 7.8.

⁷⁶ *Id.*, §§ 5.1.1.2, 7.11.1, & 7.6; Aiwazian Decl., ¶ 15.

⁷⁷ Settlement Agreement, § 5.1.6.

ascertainable Settlement Class Members based on Defendant's records.⁷⁸

Within thirty (30) calendar days after the Court grants preliminary approval of the Settlement, Defendant will provide to the Settlement Administrator a listing of all Settlement Class Members, including the following information/data for each Settlement Class Member: (1) full name; (2) last known mailing address; (3) last known telephone number; (4) Social Security number; (5) dates of employment in a non-exempt position; and (6) the applicable number of Workweeks of each Settlement Class Member during the Settlement Class Period in order to calculate each Settlement Class Member's respective Individual Settlement Share (collectively, "Class List").⁷⁹

Within fifteen (15) calendar days of receiving the Class List, the Settlement Administrator will mail the Notice Packet, in English and Spanish, to all Settlement Class Members via First-Class U.S. Mail.⁸⁰ Prior to mailing the Notice Packet, the Settlement Administrator will process the Class List against the National Change of Address Database maintained by the United States Postal Service.⁸¹ It will be conclusively presumed that if the Notice Packet is not returned as undeliverable, the Settlement Class Member received the Notice Packet.⁸² If a Notice Packet is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-mail the Notice Packet to the forwarding address within three (3) business days.⁸³ With respect to any undeliverable Notice Packet returned without a forwarding address, the Settlement Administrator shall employ standard skip-tracing to obtain updated address information and shall re-mail the Notice Packet to those Settlement Class Members no later than ten (10) days prior to the Response Deadline.⁸⁴ Settlement Class Members will have until the applicable Response Deadline to submit a Request for Exclusion, Workweeks dispute, and/or to Objection.⁸⁵

⁷⁸ Settlement Agreement, § 6.2.

⁷⁹ *Id.*, § 6.1.

⁸⁰ *Id.*, §§ 6.2 & 6.3.

⁸¹ *Id.*, § 6.4.

⁸² *Ibid.*

⁸³ *Id.*, § 6.5.

⁸⁴ *Ibid.*

⁸⁵ *Id.*, §§ 7.2, 7.7.1.A, & 7.8.

Defendant will provide the Settlement Administrator with the Total Settlement Amount by bank wire within twenty-one (21) calendar days of the Settlement Effective Date.⁸⁶ The Settlement Administrator will maintain the funds in an account that enables the funds to accrue interest.⁸⁷ Within ten (10) calendar days from the Settlement Administrator's receipt of the Total Settlement Amount from Defendant, the Settlement Administrator will distribute: (1) the Individual Settlement Shares to Participating Class Members; (2) the Court-approved Incentive Awards to Plaintiffs; (3) the Court-approved Attorneys' Fees and Costs to Class Counsel; (4) the LWDA Payment to the LWDA; and (5) the Court-approved Settlement Administration Costs to itself.⁸⁸

The Individual Settlement Share checks issued to Participating Class Members shall remain valid and negotiable for a period of one hundred eighty (180) calendar days from the date of mailing.⁸⁹ The Settlement Administrator shall perform a skip-trace search on any checks that are returned as undeliverable and perform a single re-mailing to any addresses located.⁹⁰ After the 180-day period, the Settlement Administrator shall void any check that is not cashed, deposited, and/or negotiated.⁹¹ All uncashed checks will be treated pursuant to Code of Civil Procedure Section 384 as a *cy pres* distribution to the State Bar of California's Justice Gap Fund, 180 Howard Street, San Francisco, CA 94105.⁹²

XI. APPOINTMENT OF CLASS REPRESENTATIVES AND ALLOCATION FOR INCENTIVE AWARDS

Plaintiffs Abraham Marin and Sheree Willis respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Incentive Awards in an amount up to five thousand dollars and no cents (\$5,000.00) each to Plaintiffs (for a combined total of \$10,000.00).⁹³ It is within the Court's discretion to award payment to a class representative for

⁸⁶ Settlement Agreement, § 7.4.

⁸⁷ *Ibid.*

⁸⁸ *Id.*, §§ 7.4 & 7.6.

⁸⁹ *Id.*, § 5.1.10.

⁹⁰ *Ibid.*

⁹¹ *Ibid.*

⁹² *Id.*, § 5.1.11.

⁹³ *Id.*, § 5.1.2.

1 their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299
2 (approving \$50,000 participation award to a single class representative). The factors that courts
3 may consider in determining whether to make an enhancement payment and the value of the
4 enhancement payment include: (1) the risk to the class representative in commencing suit, both
5 financial and otherwise; (2) the notoriety and personal difficulties encountered by the class
6 representative; (3) the amount of time and effort spent by the class representative; (4) the
7 duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class
8 representative as a result of the litigation. *Id.*

9 The Incentive Awards are fair and appropriate. Plaintiffs spent a substantial amount of
10 time and effort in producing relevant documents and past employment records and providing
11 the facts and evidence necessary to attempt to prove the allegations.⁹⁴ Plaintiffs were available
12 whenever Class Counsel needed them and actively tried to obtain and provide information that
13 would benefit the Settlement Class.⁹⁵ Accordingly, it is appropriate and just for Plaintiffs to
14 each receive an Incentive Award for their services on behalf of the Settlement Class, in addition
15 to their Individual Settlement Shares.

16 **XII. CONCLUSION**

17 For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary
18 approval of the Settlement; conditionally certify the Settlement Class for settlement purposes;
19 preliminary appoint and designate Lawyers for Justice, PC as Class Counsel; preliminary
20 appoint and designate Plaintiffs Abraham Marin and Sheree Willis as Class Representatives;
21 appoint Simpluris, Inc. as Settlement Administrator; preliminarily approve the allocations for
22 Attorneys' Fees and Costs, Incentive Awards, LWDA Payment, and Settlement Administration
23 Costs; approve the proposed Notice Packet; direct the Settlement Administrator to undertake the
24 notice and settlement administration process in conformity with the deadlines and procedures
25

26
27 ⁹⁴ Aiwazian Decl., ¶ 20; Declaration of Abraham Marin in Support of Plaintiffs' Motion for Preliminary Approval
of Class Action Settlement ("Marin Decl."), ¶ 4; Declaration of Sheree Willis in Support of Plaintiffs' Motion for
28 Preliminary Approval of Class Action Settlement ("Willis Decl."), ¶ 4.

⁹⁵ Aiwazian Decl., ¶ 20; Marin Decl., ¶¶ 3-6; Willis Decl., ¶¶ 3-6.

provided by the Settlement Agreement; and schedule a Final Approval Hearing to take place in approximately six (6) months.

Dated: September 8, 2021

LAWYERS for JUSTICE, PC

By:


Edwin Aiwarzian
Attorneys for Plaintiffs