

Armond M. Jackson, SBN 281547
JACKSON LAW, APC
2 Venture Plaza, Ste. 240
Irvine, California 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

Attorneys for Plaintiffs Joaquin Santibanez and Jorge Mazariegos

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY ORANGE-CIVIL COMPLEX CENTER**

JOAQUIN SANTIBANEZ, and JORGE
MAZARIEGOS, as individuals and on behalf
of other similarly situated employees,

Plaintiff,

vs.

DANCHUK MANUFACTURING, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendants.

) Case No.: 30-2020-01155466-CU-OE-CXC

) Assigned for all purposes to:
) Hon. Randall J. Sherman
) Dept. CX 105

) **MEMORANDUM OF POINTS AND**
) **AUTHORITIES IN SUPPORT OF**
) **PLAINTIFFS' MOTION FOR**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION SETTLEMENT**

) **Hearing Date:** October 22, 2021
) **Hearing Time:** 10:00 a.m.
) **Department:** CX 105

) Case filed: August 17, 2020
) Trial date: TBD

) **Res. ID: 73608406**

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	FACTS AND PROCEDURE.....	2
A.	Defendants Employed Approximately 104 Employees During Class Period	2
B.	Procedural History	2
C.	The Plaintiffs' Evaluation.....	3
D.	The Proposed Settlement Fully Resolves Plaintiffs' Asserted Claims	4
1.	Compromise of the Settlement Class	4
2.	Settlement Considerations.....	4
3.	Release by the Settlement Class.....	4
III.	ARGUMENT.....	6
A.	The Court Should Preliminarily Approve the Proposed Class Action Settlement	6
1.	Courts Review Class Action Settlements to Ensure That the Terms Are Fair, Adequate, and Reasonable	6
2.	Plaintiff's Counsel Conducted Significant Investigation, Evaluation and Discovery	7
3.	The Settlement Was Reached Through Arm's Length Bargaining in Which All Parties Were Represented by Experienced Counsel	8
4.	The Proposed Settlement Was Achieved After Evaluating the Strengths of Plaintiff's Claims and The Risks, Expense of Litigation and Likely Duration of Further Litigation	9
B.	The Proposed Notice Properly Informs Class Members About the Case and The Settlement	12
C.	The Class Notice	13

TABLE OF CONTENTS

1	D. The Proposed PAGA Payment is Reasonable	14
2	E. The Proposed Class Representative Enhancement Payment Is Reasonable	14
3	F. The Negotiated Attorneys’ Fees and Costs Are Reasonable	15
4	G. California Law Authorizes Conditional Certification for Purposes of Approving a Class	
5	Action Settlement.....	15
6	1. Code of Civil Procedure Section 382 and Related Authorities Set Forth the Standard for	
7	Class Certification.....	15
8	2. The Proposed Settlement Class Is Ascertainable	16
9	3. Plaintiff and the Proposed Settlement Class Share a Community of Interest	17
10	4. Plaintiff’s Claims Are Typical of Those of the Class	17
11	5. Plaintiff and Plaintiff’s Counsel Will Adequately Represent the Interest of the Proposed	
12	Settlement Class.....	18
13	6. A Class Is Superior to a Multitude of Individual Lawsuits.....	19
14	IV. CONCLUSION.....	19
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> , 85 Cal. App. 4th 1135, 1151 (2000)	7
<i>Aguilar v. Cintas Corp.</i> No. 2, 144 Cal. App. 4th 121, 129 (2006).....	16
<i>Amchen Products, Inc. v. Windsor</i> , 521, U.S. 591, 620 (1997).....	19
<i>Brinker v. Super. Ct.</i> , 53 Cal. 4th 1004 (2012).....	2
<i>Brinker v. Super. Ct.</i> , 53 Cal. 4th 1004, 1052 (2012).....	2, 16
<i>Cartt v. Super Ct.</i> , 50 Cal App. 3d 960, 972 (1975).....	13
<i>Cellphone Termination Fee Cases</i> , 180 Cal. App. 4th 1110, 1118 (2010).....	6, 7
<i>Cervantes v. Celestica Corp.</i> , 253 F.R.D. 562, 576 (C.D. Cal. 2008).....	17
<i>Chance v. Super. Ct.</i> , 58 Cal. 2d 275, 290 (1962).....	13
<i>Chavez v. Netflix, Inc.</i> 162 Cal. App. 4th 43, 66 n. 11 (2008).....	15
<i>Clark v. American Residential Services, LLC</i> , 175 Cal. App. 4th 785, 799 (2009).....	9
<i>Dunk v. Ford Motor Co.</i> , 48 Cal App. 4th 1794, 1802 (1996).....	7, 10
<i>Estrada v. FedEx Ground Package Sys., Inc.</i> , 154 Cal. App. 4th 1, 14 (2007).....	17
<i>Gentry v. Super Ct.</i> , 42 Cal. 4th 443, 462-63 (2007).....	16, 19
<i>Hopson v. Hanesbrands Inc.</i> , Case No. 08-00844, 2009 U.S. Dist. LEXIS 33900, at 24 (N.D. Cal. Apr. 3, 2009).....	14
<i>In re Microsoft I-V cases</i> , 135 Cal. App. 4th 706. FN14 (2006).....	7
<i>Johnson v. GlaxoSmithKline, Inc.</i> , 166 Cal. App. 4th 1497, 1509 (2008).....	18
<i>Kass v. Young</i> , 67 Cal. App. 3d 100, 106 (1977).....	12
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal. App. 4th 116, 130 (2008).....	9
<i>Lee</i> , 166 Cal. App. 4th at 1336.....	15, 19
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal. App. 4th 399, 407-8 (2010).....	9
<i>Naranjo</i>	11
<i>Naranjo v. Spectrum Security Services, Inc.</i> , No. B256232, 2019 Cal. App. LEXIS 928 (Sep. 26, 2019).....	11

1	<i>Nordstrom Com. Cases</i> , 186 Cal. App. 4th 576, 579 (2010).....	14
2	<i>North County Contractor’s Assn., Inc. v. Touchstone Ins. Services</i> , 27 Cal. App. 4th 1085, 1089-	
3	90 (1994).....	7
4	<i>Reyes v. Board of Supervisors</i> , 196 Cal. App. 3d 1263, 1271 (1987)	16
5	<i>Richmond v. Dart Industries, Inc.</i> , 29 Cal. 3d 462, 474 (1981).....	16
6	<i>Sav-On Drug Stores, Inc. v. Super Ct.</i> , 34 Cal. 4th 319 340 (2004).....	15, 16
7	<i>Seastrom v. Neways, Inc.</i> , 149 Call. App. 4th 1496, 1502 (2007)	18
8	<i>See Nguyen v. Nordstrom, Inc.</i> , Case No. 30-2011-00484903-CU-OE-CXC	12
9	<i>Smith v. Super Ct.</i> , 39 Cal 4th 77, 82 (2006)	16
10	<i>State of Cal. v. Levi Strauss</i> , 41 Cal. 3d 460, 485 (1986).....	8, 13
11	<i>State v. Levi Strauss & Co.</i> , 41 Cal. 3d 460, 482 (1986).....	8
12	<i>Stevens v. Safeway, Inc.</i> , Case no. 05-01988, 2008 U.S. Dist. LEXIS 17119 (C.D. Cal. Feb. 25,	
13	2008)	14
14	<i>Wershba v. Apple Computer, Inc.</i> 91 Cal. App. 4th 224, 246 (2001).....	9
15	Statutes	
16	Cal. Civ. Proc. Code § 382	15, 17
17	Cal. Lab. Code § 2699 (e) (2)	11
18	Cal. R. Ct. 3.769(b).....	6
19	Cal. R. Ct. 3.769(c)	6
20	Cal. R. Ct. 3.769(c)-(g)	6
21	Cal. R. Ct. 3.769(f).....	7
22	Cal. R. Ct. 3.769(g).....	7
23	Cal. R. Ct. 3.776(e)-(f).....	13
24	California Rule of Court Rule 3.769.....	6
25	California Rules of Court 3.776(e)-(f)	13
26	Other Authorities	
27	Conte & Newberg, <i>Newberg on Class Actions</i> , §§ 11.26 (4th ed. 2002)	7, 8
28		

1 **I. INTRODUCTION**

2 Plaintiffs Joaquin Santibanez (“J. Santibanez”) and Jorge Mazariegos (“J. Mazariegos”)
3 (referred to herein as “Plaintiffs”) seek preliminary approval of the Stipulation of Class Action
4 Settlement¹ between Plaintiffs, on behalf of themselves and all others similarly situated, and
5 Defendant Danchuk Manufacturing, Inc.² If approved by the Court, the Settlement would
6 provide valuable monetary relief for approximately 104 current and former employees of
7 Defendant. On August 21, 2020, Plaintiff served a Private Attorney General Act notice. (Jackson
8 Decl. ¶ 2, Ex. 1.) On September 15, 2021, Plaintiff submitted a true and correct copy of the
9 operative fully executed Stipulation for Class Action Settlement for this matter to the California
10 Labor and Workforce Development Agency.

11 The principal terms of the Settlement provide for a total Maximum Settlement Amount of
12 \$184,000. The Class Settlement Amount includes:

- 13 (a) A Net Settlement Amount of the portion of the Class Settlement Amount
14 remaining after deducting the Class Representative Enhancement Payments,
15 attorneys’ fees and costs, the Labor and Workforce Development Agency
16 Payment, and Settlement Administration Costs. The Net Settlement Amount
17 will be distributed to Participating Class Members. There will be no reversion
18 of the Net Settlement Amount to Defendant. (Jackson Decl. ¶ 2, Ex. 1
19 Settlement Agreement, pg. 3, Section L)
- 20 (b) The Maximum Settlement Amount minus Attorneys’ Fees, Litigation Costs,
21 Class Representative Payments, Claims Administration Fees, Payroll Taxes,
22 and PAGA Payment) will be allocated to Participating Class Members on a
23 pro-rata basis according to respective Workweeks during the Settlement Class
24 Period (Jackson Decl. ¶ 2, Ex. 1 Settlement Agreement, pgs. 16-17, Section
25 XI);
- 26 (c) Attorneys’ fees of \$61,272.00 and \$10,000 in costs (including Claims
27 Administration Fee) to be proved at the time of the Final Approval Hearing, to
28

25 ¹ Hereinafter, “Settlement” or “Settlement Agreement.” Unless indicated otherwise, all
26 capitalized terms used herein have the same meaning as those defined by the Settlement
27 Agreement. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Armond M.
28 Jackson.

² Hereinafter, “Defendant.” Plaintiff and Defendant are collectively referred to herein as
the “Parties.”

Jackson Law, APC (“Class Counsel”) (Jackson Decl. ¶ 2, Ex. 1 Settlement Agreement, pgs. 18-19, Section XIII);

(d) A \$7,500.00 payment to the California Labor & Workforce Development Agency (“LWDA”) pursuant to PAGA (Jackson Decl. ¶ 2, Ex. 1 Settlement Agreement, pgs. 20-21, Section XVI);

(e) Claims Administration Fees, not to exceed \$5,000 to be paid to the mutually agreed upon class actions claims administrator Phoenix Class Action Administration. (Jackson Decl. ¶ 2, Ex. 1 Settlement Agreement, pg. 11, Section VIII);

(f) Class representative enhancement payments to the Named Plaintiffs Jorge Mazariegos and Joaquin Santibanez each in the amount of \$5,000 (Jackson Decl. ¶ 2, Ex. 1 Settlement Agreement, pg. 19, Section XIV);

An objective evaluation of the Settlement confirms that the relief negotiated on the Class’s behalf is fair, reasonable, and valuable. (Jackson Decl. ¶¶ 6-20.) The Parties negotiated the Settlement at arm’s length. (*Id.*) The relief offered by the Settlement is substantial especially when viewed against the difficulties encountered by Plaintiffs pursuing wage and hour cases (see *Brinker v. Super. Ct.*, 53 Cal. 4th 1004, 1052 (2012) (where no substantial evidence points to a uniform, company-wide policy, proof of off-the-clock liability would have had to continue in an employee-by-employee fashion, demonstrating who worked off-the-clock, how long they worked, and whether the employer knew or should have known of their work), and with the risk of seeking certification of the class. The proposed relief is superior to the relief that the Class might have obtained after a successful trial because, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, or face the risk of not collecting anything, nor will they have to bear the risk of class certification or of Defendant’s prevailing at trial or on appeal. Thus, the proposed Settlement is reasonable.

II. FACTS AND PROCEDURE

A. Defendants Employed Approximately 104 Employees During Class Period

Defendant Danchuk Manufacturing, Inc., is an employer and manufacturing company in California. The Class Representative Joaquin Santibanez and Jorge Mazariegos and worked for Defendants as nonexempt employees.

B. Procedural History

1 On August 17, 2020, the plaintiff's filed representative claims alleging violations
2 regarding (1) minimum wages, (2) meal breaks, (3) claim for failure to pay timely wages; (4)
3 unlawfully receive wages; (5) accurate wage statements; (6) wages upon termination; (7) failure
4 to reimburse for necessary business expenses and (8) unlawful business practices. This complaint
5 sought relief on behalf of non-exempt employees. On November 20, 2020, the plaintiff filed an
6 amended complaint adding one claim pursuant to the Private Attorney General Act. On
7 September 14, 2021 Plaintiff submitted a request to file a Second Amended Complaint to add
8 one claim for rest breaks.

9 On January 15, 2019, the Plaintiff's filed a notice with the Labor and Workforce
10 Development Agency. (Jackson Decl. ¶ 24.)

11 **C. The Plaintiffs' Evaluation**

12 Upon the filing of the Complaint, Plaintiffs J. Santibanez and J. Mazariegos met and
13 conferred with Defendants regarding the allegations so that the claims could be properly
14 evaluated. Plaintiffs and Defendants engaged in several conversations to determine the scope of
15 informal discovery so that the case could be evaluated. (Jackson Decl. ¶¶ 6-20.) Defendant
16 produced clock-in and clock-out data, payroll records, wage and hour policies and other
17 employment related documents and data points and a significant amount of time was devoted
18 towards this analysis when reviewing the clock-in and clock-out data, payroll records, wage and
19 hour policies and other employment related documents to evaluate the pending claims. (Jackson
20 Decl. ¶¶ ¶¶ 6-20.)

21 The Plaintiff then conducted an extensive damages analysis based upon the
22 documentation and data provided by Defendant in preparation for a mediation with a qualified
23 class action wage and hour mediator Marc Feder, Esq. (Ret.). (*Id.*, Jackson Decl. ¶¶ 6-20.)

24 On May 13, 2021, the parties participated in a full-day mediation. After several rounds of
25 negotiation through the mediator, the parties resolved the pending claims. (Jackson Decl. ¶ 6.)
26 That compromise is set forth in complete and final form in the Settlement Agreement. (Jackson
27 Decl. ¶ 2, Ex. 1.) The Settlement therefore constitutes a fair, adequate, and reasonable
28 compromise of the claims at issue.

1 **D. The Proposed Settlement Fully Resolves Plaintiffs’ Asserted Claims**

2 **1. Compromise of the Settlement Class**

3 The proposed Class Members consists of a “all persons within the State of California who are or
4 were employed by Defendant in the State of California as a non-exempt hourly employee.” (Jackson
5 Decl. ¶ 2, Ex. 1, Settlement Agreement pg. 2, Section I, R, p. 4.) There are approximately 104 total Class
6 Members. (Jackson Decl. ¶ 15.)

7 **2. Settlement Considerations**

8 Plaintiffs and Defendants have agreed to settle the underlying claims in exchange for a
9 Maximum Settlement Amount of \$184,000. The Maximum Settlement Amount includes: (1)
10 settlement payments to Class members; (2) attorneys’ fees of \$61,272.00 and costs according to
11 proof at the Final Approval Hearing, to Class Counsel; (3) the Labor and Workforce
12 Development Agency Payment of \$7,500; (4) Claims Administration Fee of no more than \$4,000
13 to Phoenix Claims Administration.; (5) Class representative enhancement payment to the Named
14 Plaintiff Jorge Mazariegos in the amount of \$5,000 and Joaquin Santibanez in the amount of
15 \$5,000; and (6) PAGA representative payment to the Aggrieved Employees in the amount of
16 \$2,500.

17 Subject to the Court approving attorneys’ fees and costs, the payment to the California
18 Labor and Workforce Development Agency, Claims Administration Fee, and the Class
19 Representative Payment and PAGA representative payment, the entire Net Settlement Fund will
20 be available for distribution to Class Members. Individual Settlement Payments will be
21 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks
22 a Class Member worked during the Class Period. (Jackson Decl. ¶ 2, Ex. 1, Settlement
23 Agreement pg 16-17, Section XI.A.)

24 **3. Release by the Settlement Class**

25 In exchange for the Class Settlement Amount, Plaintiff and Class Members who do not
26 opt out will agree to release only those claims that were alleged or could have been alleged in
27 connection to the allegations in this action. (Jackson Decl. ¶ 2, Ex. 1 Settlement Agreement, pgs.
28 8-11, Section VII.A). and those Class Members who do not submit timely and valid Requests for

1 Exclusion to the Settlement Administrator (i.e. Participating Class Members), and their
2 successors, assigns, and/or agents, upon the Effective Date and by operation of the Final
3 Approval Order, shall fully and finally release and discharge Defendant and each of their past and
4 present parent companies, subsidiaries, and affiliates, and their respective shareholders, members,
5 partners, representatives, agents (including, without limitation, any investment bankers,
6 accountants, insurers, reinsurers, attorneys, auditors, consultants, and any past, present, or future
7 officers, directors and employees), and each of their predecessors, successors, heirs, and assigns,
8 and any individual or entity which could be jointly liable with Defendant (collectively, the
9 “Released Parties”), from the Released Claims.

10 For purposes of this Agreement, the Released Claims are defined as from any and all
11 claims, demands, rights, liabilities and causes of action of every nature that were alleged in the
12 Litigation or which could have been alleged in the Litigation, whether known or unknown,
13 suspected or unsuspected, asserted or unasserted, latent or patent, regardless of legal theory or
14 type or amount of relief or damages claimed, which any Named Plaintiffs and all members of the
15 Settlement Class now has, at any time ever had, or hereafter may have against any Releasee, and
16 which in any way arises out of, is based on, or relates in any way to: (i) the facts asserted in the
17 Litigation, including but not limited to: 1) Failure to Pay Wages and Overtime Compensation; 2)
18 Failure to Pay Minimum Wages; 3) Failure to Timely Pay Wages Due At Termination and/or
19 Resignation; 4) Failure to Provide Accurate Itemized Employee Wage Statements; 5) Meal and
20 Rest Period Liability under Labor Code § 226.7; 6) Business Expense Reimbursements under
21 Labor Code Section 2800 and 2802; 7) Violation of Business & Professions Code § 17200, et
22 seq.; 8) Penalties Pursuant to PAGA (Labor Code § 2698, et seq.) under Labor Code sections
23 _203, 210, 226(e), 226.3, 226.7, 226.8, 510, 558, 1174.5, 1194 and 2802; 9) Failure to Pay
24 Vacation Wages; and 10) any other applicable provisions of state or federal law, including the
25 applicable IWC wage orders, based on the facts alleged in the Litigation; (ii) attorneys’ fees due or
26 allegedly due under Labor Code Section 218.5 or any other statute, regulation, or contractual
27 provision; (iii) other claims that Named Plaintiffs or member of the Settlement Class has arising
28 out of, based upon, or relating to the allegations contained in the Litigation; and (iv) penalties or

1 other payments which in any way arise out of, are based on, or relate in any way to any of the
2 foregoing, including but not limited to penalties, premiums, or payments under Labor Code
3 Sections 203, 210, 226(e), 226.3, 226.7, 226.8, 558, 1174.5, 2800, 2802, the federal Fair Labor
4 Standards Act, any California Industrial Commission Wage Order, and/or any other statute or
5 regulation regarding the payment of wages (hereinafter the “Settled Claims”). Without in any
6 way limiting the foregoing, Settled Claims shall include all claims, liabilities, rights, demands,
7 suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of
8 action under statutes and regulations set forth in this Section VII(A), whether enforced directly or
9 pursuant to Labor Code Section 2699, Business and Professions Code Section 17200, et seq., or
10 any other mechanism. (Jackson Decl. ¶ 2, Ex. 1, Settlement Agreement pgh. VII, section A,
11 pgs. 8-10.) (*Id.*)

12 **III. ARGUMENT**

13 **A. The Court Should Preliminarily Approve the Proposed Class Action Settlement**

14 **1. Courts Review Class Action Settlements to Ensure That the Terms Are Fair, 15 Adequate, and Reasonable**

16 California Rule of Court Rule 3.769 requires litigants to obtain court approval of class
17 action settlements. Approval occurs in two steps” (1) an early “preliminary” review by the trial
18 court; and (2) a subsequent “final review after notice of the settlement has been distributed to
19 class members for their comments and objections.” Cal. R. Ct. 3.769(c)-(g); *Cellphone*
20 *Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2010) (the court first “preliminarily
21 approves the settlement’ and later “conducts a final approval hearing to inquire into the fairness
22 of the proposed settlement”). The motion for preliminary approval must be accompanied by (1)
23 the settlement agreement, (2) proposed notice to the class, and (3) the proposed order. Cal. R. Ct.
24 3.769(c). The motion must also identify any agreement concerning the payment of attorneys’
25 fees. Cal. R. Ct. 3.769(b).

26 If the trial court grants preliminary approval of a settlement, California Rule of Court
27 3.769(f) requires the Court to (1) schedule a final approval hearing and (2) approve the method
28 by which the parties are to provide notice to the class of the hearing and “an explanation of the

1 proposed settlement.” The Court must also approve a procedure for class members to file
2 objections to the settlement. Cal. R. Ct. 3.769(f). At the final approval hearing, the Court must
3 conduct an inquiry into the fairness of the proposed settlement. Cal. R. Ct. 3.769(g).

4 Although Rule 3.769 does not provide detail as to the scope of review of the proposed
5 settlement, preliminary approval is warranted if the settlement falls within a “reasonable range.”
6 *See North County Contractor’s Assn., Inc. v. Touchstone Ins. Services*, 27 Cal. App. 4th 1085,
7 1089-90 (1994); Conte & Newberg, *Newberg on Class Actions*, §§ 11.26 (4th ed. 2002)
8 (“Newberg”). Reasonableness and fairness are presumed where: (1) the settlement is reached
9 through “arms-length bargaining;” (2) investigation and discovery are “sufficient to allow
10 counsel and the court to act intelligently;” (3) counsel is “experienced in similar litigation;” and
11 (4) the percentage of objectors “is small.” *Dunk v. Ford Motor Co.*, 48 Cal App. 4th 1794, 1802
12 (1996). The presumption of fairness is consistent with California’s public policy goal of favoring
13 settlements. *In re Microsoft I-V cases*, 135 Cal. App. 4th 706. FN14 (2006) (“public policy
14 generally favors the compromise of complex class action litigation”; *7-Eleven Owners for Fair*
15 *Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151 (2000) (“voluntary conciliation
16 and settlement are the preferred means of dispute resolution...[t]his is especially true in complex
17 class action litigation”). Additionally, in reviewing the fairness of a class action settlement, due
18 regard should be given to what is “otherwise a private consensual agreement between the
19 parties.” *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117 (2010). The inquiry
20 “must be limited to the extent necessary to reach a reasoned judgment that the agreement is not
21 the product of fraud or overreaching by, or collusion between, the negotiating parties, and that
22 the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Id.* at 1117-
23 18.

24 **2. Plaintiff’s Counsel Conducted Significant Investigation, Evaluation and** 25 **Discovery**

26 Plaintiff’s counsel has thoroughly investigated and researched the claims in controversy,
27 the defenses, the potential of success and recovery if successful at trial, and the developing body
28 of law. (Jackson Decl. ¶¶6-20.) Plaintiff’s counsel’s investigation entailed the exchange of
thousands of documents, significant analysis, damages analysis based upon the Class Members’

1 payroll records, wage statements and clock-in and clock-out data. (*Id.*) The investigation
2 involved an in-depth evaluation of payroll records, payroll data, and clock-in and clock-out data
3 of the Class Members. (*Id.*)

4 Following Defendant's production of payroll records, payroll data, clock-in and clock-out
5 data for the Class Members, Class Counsel expended considerable resources in working with an
6 expert and structuring a damages analysis detailing each potential labor code violation along
7 with calculating the damages and interest in connection to each labor code violation. (*Id.*)

8 Overall Class Counsel performed an extensive investigation into the claims at issue,
9 which included: (1) determining Plaintiffs' suitability as putative class representative through
10 interviews questioning Defendants purported labor code violations; (2) evaluating plaintiffs'
11 potential claims; (3) researching wage and hour class actions similar to claims brought, the
12 nature of the positions, and type of industry the employer is involved in; (4) examined the Class
13 Members' payroll records; (5) examined the Defendants payroll records to ascertain the number
14 of employees in the Settlement Class Period; (6) conducted a detailed damages; and (7)
15 researching settlements in similar cases. (*Id.*) The extensive document and data exchanges
16 allowed Plaintiffs' Counsel to appreciate the strengths and weaknesses of the claims against
17 Defendants and the benefits of the proposed Settlement. (*Id.*)

18 **3. The Settlement Was Reached Through Arm's Length Bargaining in Which** 19 **All Parties Were Represented by Experienced Counsel**

20 "[W]hat transpires in settlement negotiations is highly relevant to the assessment of a
21 proposed settlement's fairness." *State v. Levi Strauss & Co.*, 41 Cal. 3d 460, 482 (1986). Courts
22 presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to
23 the contrary is offered; thus, there is a presumption that settlement negotiations are conducted in
24 good faith. Newberg, § 11.51.

25 The Parties were represented by experienced employment law counsel throughout the
26 negotiations resulting in this Settlement. (Jackson Decl. ¶ 22-23.) Plaintiff was represented by
27 Jackson Law, APC, accomplished counsel experienced in litigating wage and hour claims.
28 (Jackson Decl. ¶¶ 22-23.) Mr. Jackson of Jackson Law, APC has over nine years of experience
practicing civil litigation representing employees on claims involving wage and hour disputes.

(*Id.*) Fisher and Phillips, LLP is a preeminent defense firms in California specializing in California employment issues.

4. The Proposed Settlement Was Achieved After Evaluating the Strengths of Plaintiff's Claims and The Risks, Expense of Litigation and Likely Duration of Further Litigation

Of the main factors that courts consider in deciding whether to approve a class action settlement, “[t]he most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 130 (2008)³; *Clark v. American Residential Services, LLC*, 175 Cal. App. 4th 785, 799 (2009); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 407-8 (2010).

To properly analyze this factor, the record should contain an analysis of how the “core legal issue[s]” were considered, such that the trial court can “satisfy itself that the class settlement is within the ballpark of reasonableness.” *Clark*, 175 Cal. App. 4th at 789, 802; see also *Kullar*, 168 Cal. App. 4th at 133. The analysis should provide the trial court with “basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release if those claims represents a reasonable compromise.” *Kullar*, 168 Cal. App. 4th at 133.

The trial court then delicately balances the strength, nature, and magnitude of the claims against the consideration offered in settlement, bearing in mind that the proposed “settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved have plaintiffs prevailed at trial,” as “the merits of the underlying class claims are not a basis for upsetting the settlement of a class action.” *Wershba v. Apple Computer, Inc.* 91 Cal. App. 4th 224, 246 (2001). Indeed, the trial court’s analysis “must be limited to the extent necessary to

³ In *Kullar*, the trial court unequivocally accepted templated recitations “that class counsel had engaged in adequate discovery, investigation and research, and that class counsel had determined that the settlement was in the best interest of the class.” *Kullar*, 168 Cal. App. 4th at 122-23 (footnote omitted). Indeed, “[t]he stipulation contained no further specificity in these regards and was not accompanied by a declaration or legal memorandum that provided any additional details.” *Id.* at 123 n.2. (the stipulation contained no further specificity.... and was not accompanied by a declaration or legal memorandum that provided any additional details.” *Kullar* establishes that “enough information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the parties have agreed. *Id.* at 133.

1 reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or
2 collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,
3 reasonable and adequate to all concerned.” *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794,
4 1801 (1996). At its core, the trial court’s determination is “an amalgam of delicate balancing”
5 and “rough justice.” *Id.*

6 **a. Minimum Wage Claims**

7 The minimum wage off-the-clock claims were assigned a value between \$19,930 to
8 \$99,654 for purported off-the-clock work and vacation wages. Again, Defendants will argue that
9 it had lawful policies against off-the-clock work which would heavily discount the ability to
10 succeed on this claim. Moreover, Defendants will claim it was unaware of its employees working
11 off-the-clock and if they did, they should have recorded these work hours.
12 (Jackson Decl. ¶ 12.)

13 **b. Meal Break Claims**

14 Plaintiff’s premise based upon this claim was that class members would get short and
15 missed meal breaks or meal breaks after the fifth hour in violation of California Labor Code
16 section 226.7. These claims range between \$236,216.91 to \$944,867.65. Plaintiffs determined
17 55,580 shifts contained meal break violations. (Jackson Decl. ¶ 13.)

18 **c. Rest Break Claims**

19 Plaintiffs alleged themselves, aggrieved employees and class members were not able to
20 take all entitled 10-minute duty-free rest breaks pursuant to California Labor Code sections
21 226.7. This claim exposure ranges between \$141,730 to \$944,867.65.

22 **d. Wage Statements**

23 Plaintiff maintained wage statement theories pursuant to Labor Code 226(a). (Jackson
24 Decl. ¶ 16.) One theory was for failure to accurately depict premium wages or off-the-clock
25 work. After evaluation, these claims were subject to discount given the unsettled law at the time
26 of mediation regarding whether an employer’s failure to incorporate premium wages for meal
27 break or rest break violations is considered a violation under Labor Code section 226(a) and later
28 ruling in *Naranjo v. Spectrum Security Services, Inc.*, No. B256232, 2019 Cal. App. LEXIS 928

1 (Sep. 26, 2019) (employees entitled to wages pursuant to section 226.7 may not pursue
2 derivative remedies pursuant to sections 203 and 226). Moreover, the factual allegation
3 concerning Defendant’s failure to cite to the name of the employer on the paystub is a hotly
4 disputed issue and with incorporating the “good faith” dispute must be accounted for a
5 discounted accordingly. Nevertheless, the maximum exposure on these claims is between
6 \$43,275 to \$427,350. (Jackson Decl. ¶ 16.)

7 **e. Failure to Pay Upon Termination**

8 Plaintiff maintained a derivative claim for failure to pay upon termination under Labor
9 Code section 203. (Jackson Decl. ¶ 15.) After evaluation, these claims are subject to discount
10 given the unsettled law at the time of mediation regarding whether an employer’s failure to pay
11 premium wages for rest breaks or meal breaks is considered a violation under Labor Code
12 section 203 and later ruling in *Naranjo v. Spectrum Security Services, Inc.*, No. B256232, 2019
13 Cal. App. LEXIS 928 (Sep. 26, 2019) (employees entitled to wages pursuant to section 226.7
14 may not pursue derivative remedies pursuant to sections 203 and 226). Regardless of the
15 uncertainty surrounding the outcome in *Naranjo*, the total exposure of these claims amounts to
16 approximately \$21,420 to \$85,680. (Jackson Decl. ¶ 15.)

17 **f. Labor Code Section 2802 Claim**

18 Plaintiff’s claims for failure to reimburse for business expenses were valued between
19 \$21,985.94 to \$87,943.75 due to Defendant’s failure to reimburse for the purchase of masks and
20 gloves. (Jackson Decl. ¶ 19.)

21 **g. PAGA Claims**

22 Plaintiff’s PAGA claim had to be discounted further because there is no guarantee that
23 any amount sought might not be reduced or denied in full by a court. Cal. Lab. Code § 2699 (e)
24 (2). (Jackson Decl. ¶ 20.) Additionally, PAGA defendants regularly argue that PAGA actions are
25 relatively novel and that the lack of published decisions explaining how courts should treat
26 PAGA penalties in wage and hour class actions adds further uncertainty to this claim. The
27 penalty claims range between \$702,760 to \$1,067,475 in PAGA penalties.

1 **h. Evaluation**

2 After taking risks into consider, the damages exposure amounts to \$1,187,317.85 for all
3 claims. Even after the discounts, a majority of the claims would be subjected to class action
4 waivers and consist mostly of PAGA penalties subject to judicial discretion which justifies a
5 further discount of 35% given the risks associated with judicial discretion for penalties equating
6 to \$771,756.60. To avoid all risks, Plaintiff and Defendant have agreed to settle the underlying
7 class claims in exchange for \$184,000. Furthermore, the class is comprised of approximately 104
8 total members and each member will have the opportunity to be adequately compensated for the
9 alleged labor code violations in an amount a class member typically receives in a wage and hour
10 class action such as this one.

11 A monetary fund will be made available to the class members resulting in over eight-
12 hundred dollars in payments to each class member. Recently in *Savala v. Nordstrom, Inc.* No.
13 04CC00700 (Orange County Superior Court) approved \$54.77 paid to each class member, and
14 this Court recently on May 21, 2021, approved a class settlement payment to a large class for the
15 average amount of \$59.61. (See *Nguyen v. Nordstrom, Inc.*, Case No. 30-2011-00484903-CU-
16 OE-CXC).

17 Here, a Net Settlement Fund of approximately \$90,228 will be provided to the Class
18 Members after subtracting attorneys' fees, costs, payment to the LWDA, claims administration
19 fees, and the enhancement payment. Viewing the class of 104 employees working at Defendants
20 during the class period, the Net Settlement Fund will provide each Class Member an average
21 payment of approximately \$867.57 (\$90,228 /104= \$867.57) for those employees that worked at
22 Defendants. This amount is above the normal amount awarded to class members in wage and
23 hour lawsuits and should be deemed reasonable.

24 **B. The Proposed Notice Properly Informs Class Members About the Case and The
25 Settlement**

26 Class Members are entitled to the best practical notice under the circumstances. *Kass v.*
27 *Young*, 67 Cal. App. 3d 100, 106 (1977). The notice must advise class members "that they may
28 be excluded from the class if they so request and they will be bound by the judgment, whether
favorable or not, if they do not request exclusion." *Kass*, 67 Cal. App. 3d at 106. In a case such

as this, California authorities generally require service of the class notice by mail or similar reliable means. *Chance v. Super. Ct.*, 58 Cal. 2d 275, 290 (1962); *Cartt v. Super Ct.*, 50 Cal App. 3d 960, 972 (1975).

C. The Class Notice

The Parties have approved the Notice of Class Action Settlement (“Class Notice”) and Request for Exclusion from Class Action Settlement (“Exclusion Form”) (collectively “Notice Packet”), which fairly and neutrally inform Class members of their rights and remedies in this action. The proposed Class Notice will be mailed to all Class members via first class regular U.S. mail and will include information regarding the nature of the lawsuit, a summary of the substance of the Settlement terms, the claims procedure and time period within which to submit a Claim Form, when to exclude or object to the Settlement, the date for the final approval hearing, the approximate amount of payment expected to be received, and the terms of the Released Claims arising out of the facts in this action. Accordingly, the Class Notice satisfies the requirements of California Rules of Court 3.776(e)-(f). (See Jackson Decl. ¶ 2, Exs. 2 and 3)

The Settlement Agreement provides for mailing of the Notice Packet to all known Class members. (Jackson Decl. ¶ 2, Ex. 1, Settlement Agreement pp. 11-14, Section IX.) Before mailing Notice Packets, the Claims Administrator, will verify the addresses produced by Defendant for each Class member by using the National Change of Address Database. (*Id.*) In the event Notice Packets are returned as undeliverable, the Claims Administrator will attempt to locate a current address using, among other resources, a skip-trace. (*Id.*)

Accordingly, both the method of disseminating the Class Notice and content of the Class Notice satisfy due process and the requirements of California law. See Cal. R. Ct. 3.776(e)-(f); *State of Cal. v. Levi Strauss*, 41 Cal. 3d 460, 485 (1986) (the class notice must “fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members.”).

//

1 **D. The Proposed PAGA Payment is Reasonable**

2 Pursuant to the Settlement Agreement, \$10,000 from the Maximum Settlement Amount
3 will be allocated to the resolution of the PAGA claim, and 75%, \$7,500 will be paid directly to
4 the LWDA and \$2,500 to the PAGA class. (Jackson Decl. ¶ 2, Ex. 1 Settlement Agreement, pg.
5 20, Section VXi.) This result was reached after good-faith negotiation between the parties.
6 Where PAGA penalties are negotiated in good faith and “there is no indication that [the] amount
7 was the result of a self-interest at the expense of other Class members,” such amounts are
8 generally considered reasonable. *Hopson v. Hanesbrands Inc.*, Case No. 08-00844, 2009 U.S.
9 Dist. LEXIS 33900, at 24 (N.D. Cal. Apr. 3, 2009); *see, e.g. Nordstrom Com. Cases*, 186 Cal.
10 App. 4th 576, 579 (2010) (“[T]rial court did not abuse its discretion in approving a settlement
11 which does not allocate any damages to the PAGA claims.”).

12 **E. The Proposed Class Representative Enhancement Payment Is Reasonable**

13 Named plaintiffs are eligible for payments that reasonably compensate them for
14 undertaking and fulfilling a fiduciary duty to represent absent class members. *Stevens v. Safeway,*
15 *Inc.*, Case no. 05-01988, 2008 U.S. Dist. LEXIS 17119 (C.D. Cal. Feb. 25, 2008) (\$20,000 and
16 \$10,000 to two class representatives).

17 Plaintiffs Jorge Mazariegos and Joaquin Santibanez undertook and fulfilled their duties to
18 the class when they: (1) gathered evidence necessary for preparing the complaint and
19 investigating and prosecuting the claims on behalf of the class; (2) remained “on call” throughout
20 the litigation and settlement discussions to answer questions regarding the case and evaluate and
21 approve any potential settlement; (3) spent considerable time traveling to meet with Class
22 Counsel; (4) allowed their personnel files to be divulged during the course of this lawsuit; (5)
23 subjected themselves to reputation risk by initiating a lawsuit against a former employer; (6)
24 regularly consulted with Class Counsel throughout the litigation to remain apprised of
25 developments in the case; and (8) actively participated in the full-day mediation. (Jackson Decl.
26 ¶¶ 36-49; Declaration of Jorge Mazariegos, ¶¶ 1-7; Declaration of Joaquin Santibanez, ¶¶ 1-7)

27 Class Counsel believes that no action would likely have been taken by class members
28 individually, and no compensation would have been recovered for them, but for Jorge

1 Mazariegos and Jaoquin Santibanez service on the Class’ behalf. Jorge Mazariegos and Jaoquin
2 Santibanez have thus advanced California’s public policy goal of enforcing wage and hour laws.
3 *See Sav-On Drug Stores, Inc. v. Super Ct.*, 34 Cal. 4th 319 340 (2004). It follows that as the sole
4 Class representative, the proposed incentive award of \$5,000 to Jorge Mazariegos and \$5,000 to
5 Jaoquin Santibanez for service as class representatives, and for their general release of claims, is
6 reasonable and should be approved in its entirety as Jorge Mazariegos and Jaoquin Santibanez
7 are subjected to reputational harm for having filed this complaint. (Jackson Decl. ¶¶ 3, 24; Jorge
8 Mazariegos, ¶¶ 1-7; Declaration of Jaoquin Santibanez, ¶¶ 1-7.)

9 **F. The Negotiated Attorneys’ Fees and Costs Are Reasonable**

10 The purpose of an attorneys’ fee award in class action litigation is to reward counsel who
11 took the risk of non-payment and invested in a case that achieved a substantial positive result for
12 the class. Plaintiffs will seek Court approval of attorneys’ fees of \$61,272.00 which is 33.33% of
13 the Maximum Settlement Amount, and reasonable and necessary litigation costs and expenses
14 according to proof at the time of the Final Approval Hearing.

15 California courts routinely award attorneys’ fees equaling one-third or more of the
16 potential value of the common fund. *See Chavez v. Netflix, Inc.* 162 Cal. App. 4th 43, 66 n. 11
17 (2008) (“Empirical studies show that, regardless whether the percentage method or the lodestar
18 method is used, fee awards in class actions average around one-third of the recovery.”);
19 Theodore Eisenberg & Geoffrey P. Miller, Attorney Fees in Class Action Settlements: An
20 Empirical Study, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35
21 (independent studies of class action litigation nationwide have come to a similar conclusion that
22 a one-third fee is consistent with market rates). At final approval, Class Counsel will fully brief
23 the merits of its request for attorneys’ fees and costs.

24 **G. California Law Authorizes Conditional Certification for Purposes of Approving
25 a Class Action Settlement**

26 **1. Code of Civil Procedure Section 382 and Related Authorities Set Forth the
27 Standard for Class Certification**

28 Class actions are statutorily authorized “when the question is one of common or general
interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
all before the court.” Cal. Civ. Proc. Code § 382; *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325,

1 1332 (2008). Class certification is appropriate when there is an “ascertainable class and a well-
2 defined community of interest among class members.” *Sav-On Drug Stores, Inc. v. Super. Ct.*
3 (*Rocher*), 34 Cal. 4th 319, 326 (2004). California law favors adjudication of wage and hour
4 claims via class certification. *Bell v. Famers Ins. Exchange*, 115 Cal. App. 4th 715, 745-46
5 (2004). Litigation of wage and hour claims on class-wide bases (1) encourages the vigorous
6 enforcement of wage laws (*Smith v. Super Ct.*, 39 Cal 4th 77, 82 (2006)); (2) “eliminates the
7 possibility of repetitious litigation” (*Sav-On Drug Stores, Inc. v. Super Ct.*, 34 Cal. 4th at 340);
8 (3) affords small claimants a method of obtaining redress (*id.*); (4) “deter[s] and redress[es]
9 alleged wrongdoing” (*Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286, 1298 (2010)); (5)
10 avoid[s] windfalls to defendants” (*Brinker*, 53 Cal. 4th at 1054); (6) avoids “inconsistent or
11 varying adjudications” (*Aguilar v. Cintas Corp.* No. 2, 144 Cal. App. 4th 121, 129 (2006)); and
12 (7) alleviates the concerns of employees about retaliation (*Gentry v. Super Ct.*, 42 Cal. 4th 443,
13 462-63 (2007); *Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th at 1308). These policies are so
14 strongly favored that “class certification should not be denied [in wage and hour cases] so long
15 as the absent class members’ rights are adequately protected.” *Richmond v. Dart Industries, Inc.*,
16 29 Cal. 3d 462, 474 (1981).

17 Plaintiffs’ wage-and-hour claims are predicated on Defendants’ alleged unlawful/unfair
18 business practices, which were implemented on a class-wide basis. These alleged unlawful-
19 unfair business practices include failure to pay their employees’ owed wages and premium
20 wages for missed, short or late meal breaks and rest periods, failure to pay upon termination,
21 failure to reimburse and failure to provide accurate wage statement;

22 **2. The Proposed Settlement Class Is Ascertainable**

23 Whether a class is “ascertainable” within the meaning of section 382 is “determined by
24 examining (1) the class definition, (2) the size of the class, and (3) the means available for
25 identifying class members.” *Reyes v. Board of Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987).
26 A class is ascertainable if it is numerous and identifies a group of unnamed plaintiffs by
27 describing a set of common characteristics sufficient to allow a member of that group to identify
28 itself as having a right to recover based upon the description. *Lee*, 166 Cal. App. 4th at 1335. Not

every member of the class must be identified from the outset. *See Estrada v. FedEx Ground Package Sys., Inc.*, 154 Cal. App. 4th 1, 14 (2007).

The proposed Class Members consists of all persons who worked for Defendants in California at any time during a narrow time period from August 17, 2016 to June 14, 2021. (Jackson Decl. ¶ 2, Ex. 1, Settlement Agreement p. 4, pgh. S). Here, Defendant's records show that the Class consists of approximately 104 employees, making joinder of all Class Members impracticable. (Jackson Decl. ¶¶ 50-51.)

3. Plaintiff and the Proposed Settlement Class Share a Community of Interest

The community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) a class representative with claims or defenses typical of the class; and (3) a class representative and counsel who can adequately represent the class. Cal. Civ. Proc. Code § 382. It is not necessary that all questions be common to the class; the existence of individualized issues does not preclude a finding of the requisite community of interest so long as every putative class member would not be required to litigate numerous and substantial question to determine their right to recovery. *Sav-On*, 34 Cal. 4th at 333.

To assess whether common questions predominate, courts focus on whether the theories of recovery advanced are likely to prove amenable to class treatment. *Sav-On*, 34 Cal. 4th at 327. If the defendant's liability can be determined by facts common to all class members, a class will be certified even if the members must individually prove their damages. *Id.* at 333; *see also Cervantes v. Celestica Corp.*, 253 F.R.D. 562, 576 (C.D. Cal. 2008) (finding common questions predominated as to class meal and rest break claims because claims were subject to common proof. "[hinging] on whether there was a common corporate policy of granting or denying such [meal and rest periods.]").

Here, the California statutes relating to each of Plaintiff's claims apply with equal force and effect to all Class Members. Factually, Defendants' policies and practices apply class-wide.

4. Plaintiff's Claims Are Typical of Those of the Class

The typicality requirement is met where there is a showing that the class representatives

1 are similarly situated with other class members they seek to represent. *Sav-On*, 34 Cal. 4th at
2 341. Neither the named plaintiffs' interests nor damages need be identical to other class
3 members, so long as the named plaintiff can demonstrate their claims are reasonably coextensive
4 with those of absent class members, that the Plaintiff's claims share at least one common issue of
5 law or fact with the absent class members' claims, and the Plaintiff's claims and the absent class
6 members' claims are sufficiently parallel to insure a vigorous and full presentation of all claims
7 for relief. See *Johnson v. GlaxoSmithKline, Inc.*, 166 Cal. App. 4th 1497, 1509 (2008) ("The test
8 of typicality is whether other members have the same or similar injury, whether the action is
9 based on conduct which is not unique to the named plaintiffs, and whether other class members
10 have been injured by the same course of conduct."; see also *Seastrom v. Neways, Inc.*, 149 Cal.
11 App. 4th 1496, 1502 (2007).

12 Plaintiffs' Jorge Mazariegos and Joaquin Santibanez claims here are typical of the claims
13 of the whole class because they arise from the same factual basis and are based on the same legal
14 theories as those applicable to the other Class Members.

15 **5. Plaintiff and Plaintiff's Counsel Will Adequately Represent the Interest of
16 the Proposed Settlement Class**

17 Certification requires adequacy of both the proposed class representatives and of the
18 proposed class counsel. With respect to the class representative, plaintiff must adequately
19 represent and protect the interests of other members of the class, and demonstrate that their
20 claims are not inconsistent with the claims of other members of the class.

21 Here, Plaintiffs' Jorge Mazariegos and Joaquin Santibanez interests are coextensive with
22 the interests of the Class. Plaintiffs were injured by the same alleged company-wide practices to
23 which other members of the Class were subjected and seek the same relief. Plaintiffs have
24 already determined their ability to advocate the interests of the Class by initiating this litigation
25 and undertaking their responsibilities as a Plaintiffs on behalf of the Class Members.

26 Additionally, Plaintiff is represented by competent counsels whom have experience in
27 litigating over 75 class action or representative action claims achieving certification and or multi-
28 million dollar settlements, specifically wage and hour cases. (Jackson Decl. ¶¶22-23.)
Accordingly, Jackson Law, APC should be appointed Class Counsel for the Class Members.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

Here, superiority is readily established. First, all Class Members were employees of Defendants, and are therefore (1) sufficiently numerous as to make joinder impracticable and (2) ascertainable from Defendants’ business records. Second, and by analogy, the conclusions of the California Supreme Court in *Gentry v. Superior Court*, 42 Cal. 4th 443 (2007), because “individual awards in wage-and-hour cases tend to be modest” (*id.* at 457); current employees may not sue because they are unaware that their legal rights have been violated” (*id.* at 461); and class actions are often “needed to assure the effective enforcement of statutory policies” (*id.* at 462), class treatment here would be superior to alternative methods of adjudication.

The Parties have negotiated a fair and reasonable settlement of claims. Having appropriately presented the materials and information necessary for preliminary approval, the Parties request that the Court preliminarily approve the Settlement.

Dated: September 15, 2021

By:/s/ Armond M. Jackson
Armond M. Jackson
Attorney for Plaintiffs