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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SHAUN GONZALES, 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;

Plaintiff,

v.

CHAMPION FIRE SYSTEMS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2028336

Honorable David S. Cohn
Department S-26

CLASS ACTION

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

[Declaration of Proposed Class Counsel
(Annabel Blanchard); Declaration of
Proposed Class Representative (Shaun
Gonzales); and [Proposed] Order filed
concurrently herewith]

Date: June 2, 2022
Time: 9:00 a.m.
Department: S-26

Complaint Filed: December 28, 2020
FAC: May 3, 2021
Trial Date: None Set

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

PLEASE TAKE NOTICE that on June 2, 2022 at 9:00 a.m. or as soon thereafter as the matter may be heard before the Honorable David S. Cohn in Department S-26 of the Superior Court of California for the County of San Bernardino, located at 247 West Third Street, San Bernardino, California 92415, Plaintiff Shaun Gonzales (“Plaintiff” or “Class Representative”) will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 1**” to the Declaration of Annabel Blanchard, including, but not limited to, the means of allocation and distribution of funds, the allocations for penalties under the California Labor Code Private Attorneys General Act of 2004, Attorneys’ Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator;
- Conditionally certifying the Class for settlement purposes;
- Preliminarily appointing Plaintiff Shaun Gonzales as Class Representative;
- Preliminarily appointing Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Annabel Blanchard of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as “**EXHIBIT A**” to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement;
- Directing the mailing of the Class Notice to the Class Members;
- Approving the proposed deadlines for the notice and settlement administration process;
- Approving Simpluris, Inc. as the Settlement Administrator; and

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- Scheduling a hearing to consider whether to grant final approval of the Settlement, at which time the Court will also consider whether to grant final approval of the requests for the Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, Administration Costs to Settlement Administrator, and allocation for the PAGA Penalties.

This motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement, allow the Court to preliminarily certify a class for settlement purposes, and permit the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Annabel Blanchard) and Proposed Class Representative (Shaun Gonzales) 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: May 10, 2022

LAWYERS for JUSTICE, PC

By:



Annabel Blanchard
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Shaun Gonzales (“Plaintiff” or “Class Representative”) seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Champion Fire Systems, Inc. (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (collectively, the “Parties”) have agreed to settle the lawsuit for a Maximum Settlement Amount of three hundred twenty-five thousand dollars and no cents (\$325,000.00).¹ The Maximum Settlement Amount includes the following: (1) Individual Settlement Payments to Settlement Class Members which will be distributed from the Net Settlement Amount;² (2) the Enhancement Payment to Plaintiff of twelve thousand five hundred dollars and no cents (\$12,500.00)³; (3) attorneys’ fees in the amount of thirty-five percent (35%) of the Maximum Settlement Amount, or \$113,750.00, and reimbursement of any actual litigation costs and expenses not to exceed seven thousand dollars and no cents (\$7,000.00) (collectively “Attorneys’ Fees and Litigation Costs”) to Class Counsel; (4) the Administration Costs to the Settlement Administrator in the amount estimated not to exceed four thousand dollars and no cents (\$4,000.00);⁵ and (5) the amount of seventy thousand dollars and no cents (\$70,000.00) allocated to penalties under the Private Attorneys General Act (“PAGA”), of which 75% (i.e., \$52,500.00) will be distributed to the Labor and Workforce Development Agency (“LWDA”) and 25% (i.e., \$17,500.00) will be distributed to PAGA Group Members.⁶

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¹ Settlement Agreement, attached as “**EXHIBIT 1**” to Declaration of Annabel Blanchard (“Blanchard Decl.”), § I.N. If the number of Workweeks during the period from December 28, 2016 through June 15, 2022 exceed 6,616.50 Workweeks (“Workweeks Threshold”), the Maximum Settlement Amount will increase on a *pro rata* basis to the extent the Workweeks Threshold is exceeded. Settlement Agreement, Settlement Agreement, § VIII.B.

² *Id.* § I.J.

³ *Id.* § XV.

⁴ *Id.* § XIV.

⁵ *Id.* § IX.

⁶ *Id.* § XVII.

Plaintiff also seeks to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from December 28, 2016 through the date of preliminary approval of the Settlement by the Court or June 15, 2022, whichever is earlier (“Class” or “Class Members”).⁷

Additionally, the settlement resolves the Released PAGA Claims of the State of California and the following individuals:

All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“PAGA Members” or “PAGA Group Members”).⁸

The Class is estimated to consist of approximately sixty-five (65) individuals.⁹

Class Members who do not submit a timely and valid request to be excluded from the Class Settlement (“Settlement Class Members”) will receive a share of the Net Settlement Amount (“Individual Settlement Payment”). Individual Settlement Payments will be distributed to Settlement Class Members *pro rata*, based upon the number of weeks each Settlement Class Member was employed by Defendant in California in a non-exempt or hourly-paid position during the period from December 28, 2016 through the date of preliminary approval of the Settlement by the Court or June 15, 2022, whichever is earlier (“Workweeks”).¹⁰

PAGA Group Members will receive a *pro rata* share of twenty-five percent (25%) of the PAGA Penalties (i.e. \$17,500.00) (“Individual PAGA Payment”), based on their Workweeks during the PAGA Period.

The Settlement resolves Plaintiff and Settlement Class Members’ Released Class Claims against the Released Parties, and the State of California and PAGA Group Members’ Released PAGA Claims against the Released Parties.¹¹

⁷ Settlement Agreement, § I.C. “Class Period” is defined as the period of time from December 28, 2016 through the date of preliminary approval of the Settlement by the Court or June 15, 2022, whichever is earlier. *See id.*, § II.Q. S.

⁸ Settlement Agreement, § I.D. “PAGA Period” is defined as the period of time from December 16, 2019, through the date of preliminary approval of the Settlement by the court or June 15, 2022, whichever is earlier. *See id.*, § II.S.

⁹ Blanchard Decl., ¶ 9.

¹⁰ Settlement Agreement, § XII.A.

¹¹ *See id.* at § VII.A, for the full scope of the “Released Class Claims” and *id.* at § VII.B for the full scope of the “Released PAGA Claims.”

1 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

2 Defendant is a fire protection equipment supplier located in Rancho Cucamonga,
3 California. Plaintiff Shaun Gonzales is a former employee of Defendant.

4 On December 28, 2020, Plaintiff filed a Class Action Complaint for Damages in the San
5 Bernardino County Superior Court (“Court”), Case No. CIVSB2028336, thereby commencing
6 the above-captioned wage and hour class action lawsuit (the “Action”).

7 On February 22, 2021, Plaintiff filed a Complaint for Enforcement Under the Private
8 Attorneys General Act, California Labor Code § 2698, *Et Seq.* (the “PAGA Case”), San
9 Bernardino County Case No. CIVSB2105666, thereby commencing a PAGA representative
10 action.

11 On May 3, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages
12 & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*
13 (“Operative Complaint”) in the Action (Case No. CIVSB2028336), which added Plaintiff’s
14 PAGA cause of action (asserted in the PAGA Case) to the Action. Thereafter, the PAGA Case
15 (Case No. CIVSB2105666) was dismissed on June 22, 2021.

16 Plaintiff’s core allegation is that Defendant has violated the California Labor Code by
17 engaging in a uniform practice and procedure, with respect to Plaintiff and the Class Members,
18 of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal
19 and rest periods and associated premium pay, failing to timely pay wages during employment
20 and upon termination of employment, failing to provide compliant wage statements, failing to
21 maintain requisite payroll records, and failing to reimburse necessary business expenses, and
22 thereby engaged in unfair business practices in violation of California Business and Professions
23 Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA. Plaintiff
24 contends that he, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties
25 (including and not limited to, penalties pursuant to PAGA), and attorneys’ fees.

26 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
27 associated with any of the allegations in the Action, and further denies that the Action is
28 appropriate for class treatment or representative adjudication for any purpose other than for

1 settlement purposes only.

2 The Parties have actively litigated the cases since the Action was commenced on
3 December 28, 2020. After settlement discussions and negotiations, the Parties ultimately
4 reached the Settlement described herein to resolve the Action in its entirety.

5 **III. SUMMARY OF THE SETTLEMENT TERMS**

6 Under the terms of the Settlement, Defendant will pay a Maximum Settlement Amount
7 to resolve the Action.¹² Subject to approval by the Court, the Net Settlement Amount will be
8 calculated by deducting the following amounts from the Maximum Settlement Amount: (1)
9 attorneys' fees in an amount not to exceed one hundred thirteen thousand seven hundred fifty
10 dollars and no cents (\$113,750.00) (i.e., up to 35% of the Maximum Settlement Amount) and
11 reimbursement of actual litigation costs and expenses in an amount not to exceed seven thousand
12 dollars and no cents (\$7,000.00) to Class Counsel (collectively referred to as the "Attorneys'
13 Fees and Litigation Costs"); (2) settlement administration costs, which are currently estimated
14 not to exceed four thousand dollars and no cents (\$4,000.00) to the Settlement Administrator
15 ("Administration Costs"); (3) PAGA Penalties of seventy thousand dollars and no cents
16 (\$70,000.00) ("PAGA Penalties"); and (4) payment in the amount of up to twelve thousand five
17 hundred dollars and no cents (\$12,500.00) to Plaintiff Shaun Gonzales ("Enhancement
18 Payment").¹³ The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
19 Administrator") to handle the notice and settlement administration process.

20 The Parties have agreed that the Settlement Administrator will determine each
21 Settlement Class Member's share of the available Net Settlement Amount ("Individual
22 Settlement Payment"), in accordance with the Settlement Agreement and as follows:

- 23 a. Defendant will calculate each Settlement Class Member's number of Workweeks
24 b. The Settlement Administrator will calculate the total aggregate number of Workweeks
25 of all Settlement Class Members.¹⁴

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27 ¹² Settlement Agreement, § X.II.

28 ¹³ *Id.*, §§ I.N.

¹⁴ *Id.*, § XII.A(1).

- 1 c. The Settlement Administrator will divide the Net Settlement Amount by the number
2 of total Workweeks of all Settlement Class Members, resulting in the “Class
3 Workweek Point Value.”
4 d. Each Settlement Class Member’s Individual Settlement Payment will then be
5 determined by multiplying each individual Settlement Class Member’s number of
6 Workweeks by the Class Workweek Point Value.¹⁵

7 The Parties have agreed that the Settlement Administrator will determine each PAGA
8 Group Member’s share of the PAGA Amount (“Individual PAGA Payment”), in accordance
9 with the Settlement Agreement and as follows:

- 10 a. Defendant will calculate each PAGA Group Member’s number of Workweeks during
11 the PAGA Period (“PAGA Workweeks”).
12 b. The Settlement Administrator will calculate the total aggregate number of PAGA
13 Workweeks of all PAGA Group Members.
14 c. The Settlement Administrator will divide the 25% portion of the PAGA Penalties
15 attributed the PAGA Group Members, i.e., \$17,500, by the total number of
16 Workweeks worked by all PAGA Group Members during the PAGA Period to yield
17 the “PAGA Workweek Point Value.”
18 d. Each PAGA Group Member’s Individual PAGA Payment will then be determined by
19 multiplying each PAGA Group Member’s number of PAGA Workweeks by the
20 PAGA Workweek Point Value.¹⁶

21 Each Settlement Class Member’s Individual Settlement Payment will be allocated as
22 follows: twenty percent (20%) as wages (the “wage portion”), which will be reported on an IRS
23 Form W-2; and the remaining eighty percent (80%) as penalties, interest, and other non-wage
24 damages, which will be reported on an IRS Form 1099.¹⁷ Settlement Class Members will be
25 issued payment of their Individual Settlement Payments subject to reduction for the employee’s
26 share of taxes and withholdings with respect to the wage portion of each Individual Settlement
27 Payment (the net payment is referred to as an “Individual Settlement Payment”).¹⁸ Each
28 Individual PAGA Payment will be allocated as one hundred percent (100%) non-wage penalties,
and will reported on an IRS Form 1099, and will be paid out without reduction for any taxes or
withholdings. Defendant will pay the employer’s share of payroll taxes and contributions with

¹⁵ *Id.*, § XII.A(2) & XII.A(3).

¹⁶ *Id.*, § XII.A(1).

¹⁷ Settlement Agreement, § XVI.C.

¹⁸ *Id.*, § XVI.A.

1 respect to the wage portion of Individual Settlement Payments (“Employer Taxes”) in addition
2 to the Maximum Settlement Amount.¹⁹

3 The payment checks issued to Settlement Class Members and PAGA Group Members
4 will be negotiable for one hundred eighty (180) calendar days from the date of issuance.²⁰ Those
5 payment checks that are not negotiated within the 180-day period will be cancelled.²¹ The funds
6 associated with such cancelled checks will be transmitted by the Settlement Administrator to
7 the *cy pres* recipient Legal Aid at Work.²²

8 Class Members who wish to be excluded from the Class Settlement (i.e., opt out) must
9 notify the Settlement Administrator in writing by sending a letter indicating that they want to
10 exclude themselves.²³ To be timely, the Class Member must mail a written request for exclusion
11 from the Class Settlement to the Settlement Administrator, postmarked on or before the date
12 that is forty-five (45) calendar days from the initial mailing of the Class Notice (“Response
13 Deadline”).²⁴ A request for exclusion must: (1) contain the case name and number of the Action;
14 (2) contain the Class Member’s full name, address, telephone number, and last four digits of his
15 or her Social Security number; (3) be signed by the Class Member or his or her authorized
16 representative; and (4) contain a clear statement that the Class Member requests to be excluded
17 from the Class Settlement (“Request for Exclusion”).²⁵ Class Members who submit a valid and
18 timely Request for Exclusion will not be a Settlement Class Member, will not be entitled to
19 receive an Individual Settlement Payment, will not be bound by the Class Settlement, and will
20 not have any right to object, appeal or comment thereon.²⁶ Notwithstanding the foregoing, Class
21 Members who submit timely and valid Requests for Exclusion will, nevertheless, be deemed to
22 settle and resolve all Released PAGA Claims if they were employed by Defendant during the
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25 ¹⁹ *Id.*, § XVI.F.

26 ²⁰ *Id.*, § XII.D(3).

27 ²¹ *Ibid.*

28 ²² *Ibid.*

²³ *Id.*, § X.C(1).

²⁴ *Ibid.*

²⁵ *Ibid.*

²⁶ *Id.*, § X.C(3).

PAGA Period (i.e. PAGA Group Members), and they will still be issued Individual PAGA Payments.

Only Class Members who do not exclude themselves from the Class Settlement (i.e., Settlement Class Members) have standing to object to the Class Settlement.²⁷ Settlement Class Members who wish to object to the Class Settlement may appear to object at the Final Approval Hearing. If an objector is represented by an attorney, said attorney must file a notice of appearance with the Court and serve it on Class Counsel and Defendant's Counsel no later than the Response Deadline. A Class Member may alternatively object to the Class Settlement in writing. A written objection to Class Settlement must:²⁸ (1) contain the case name and number of the Action; (2) contain the Settlement Class Member's full name, address, telephone number, signature and last four digits of his or her Social Security number; (3) clearly state the grounds for the objection; (4) state whether the Settlement Class Member intends to appear at the Final Approval Hearing; and be mailed to the Settlement Administrator, postmarked no later than the Response Deadline.²⁹

Class Members and/or PAGA Group Members who wish to dispute the number of Workweeks credited to them in their Class Notice may do so by mailing a written dispute to the Settlement Administrator on or before the Response Deadline.³⁰ The Workweeks dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member's/PAGA Group Member's full name, address, telephone number, signature, and last four digits of his or her Social Security Number; and (c) contain a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that he or she contends is correct and attach any relevant documentation in support thereof ("Workweeks Dispute").³¹

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²⁷ *Id.*, § X.B.

²⁸ *Ibid.*

²⁹ *Ibid.*

³⁰ *Id.*, § XI.A.

³¹ *Ibid.*

1 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION**
2 **SETTLEMENTS**

3 The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.*
4 (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). California courts look to
5 federal authority for guidance with class action settlements. *Dunk, supra*, 48 Cal.App.4th at
6 1801, fn.7 (citing *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821). The decision to approve
7 or reject a proposed settlement is within the court's discretion. *Wershba v. Apple Computer,*
8 *Inc.* (2001) 91 Cal.App.4th 224, 234-35 ("In general, questions whether a settlement was fair
9 and reasonable, whether certification of the class was proper, and whether the attorney fee award
10 was proper are matters addressed to the trial court's broad discretion."). Accordingly, a court's
11 decision to approve a class action settlement may be reversed only upon a strong showing of
12 "clear abuse of discretion." *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026;
13 *Class Plaintiff v. City of Seattle* (9th Cir. 1982) 955 F.2d 1268, 1276.

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

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

26 In considering a potential class settlement, a court need not reach any ultimate
27 conclusions on the issues of fact and law which underlie the merits of the dispute and need not
28 engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495

1 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San*
2 *Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required
3 for the trial court to grant provisional class certification and preliminary approval; the court may
4 grant such relief upon an informal application by the settling parties and may conduct any
5 necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

6 **V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT**

7 The trial court has broad powers to determine whether a proposed settlement is fair under
8 the circumstances of the case. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794. To make
9 this fairness determination, courts must consider several relevant factors, including "the strength
10 of the plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the
11 risk of maintaining class action status through trial, the amount offered in settlement, the extent
12 of discovery completed and the stage of the proceedings, the experience and view of counsel,
13 the presence of a governmental participant, and the reaction of the class members to the
14 proposed settlement." *Dunk, supra*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive
15 and the court is free to engage in a balancing and weighing of the factors depending on the
16 circumstances of each case." *Wershba, supra*, 91 Cal.App.4th at 245. Furthermore, courts give
17 "proper deference to the private consensual decision of the parties." *Hanlon, supra*, 150 F.3d
18 at 1027 (citation omitted).

19 The proponent of the settlement has the burden to show that it is fair and reasonable.
20 *Wershba, supra*, 91 Cal.App.4th at 245. "A presumption of fairness exists where: (1) the
21 settlement is reached through arm's-length bargaining; (2) investigation and discovery are
22 sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
23 litigation; and (4) the percentage of objectors is small." *Id.*; *Dunk, supra*, 48 Cal.App.4th at
24 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135,
25 1151.

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

3 The Parties have actively litigated the matter since the Action was commenced on
4 December 28, 2020. Both sides used the pre-settlement time period to investigate the veracity,
5 strength, and scope of the claims, and Class Counsel was actively preparing for class
6 certification and trial.³²

7 Prior to engaging in settlement negotiations, Class Counsel conducted significant
8 investigation and informal discovery regarding the facts of the cases.³³ Class Counsel
9 interviewed Plaintiff and other Settlement Class Members to gather facts and to identify
10 potential witnesses.³⁴

11 The Parties engaged in extensive settlement negotiations.³⁵ Prior to and during the
12 settlement discussions, the Parties exchanged class information and engaged in an intensive
13 discussion regarding their evaluations of the claims and various aspects of the matter, including
14 but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding
15 with class certification and/or representative adjudication, the law relating to off-the-clock
16 theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative claims, as
17 well as the evidence produced and analyzed, and the possibility of appeals, among other things.³⁶
18 During all settlement discussions, the Parties conducted their negotiations at arm’s length in an
19 adversarial position.³⁷ Arriving at a settlement that was acceptable to both Parties was not easy.
20 Defendant and its counsel felt strongly about their ability to prevail on the merits and at
21 certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
22 certification and prevail at trial.³⁸ After conducting investigations, informal discovery, and
23 extensive settlement negotiations, the Parties have agreed that the matter is well-suited for
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³² Blanchard Decl., ¶¶ 11-13.

26 ³³ Blanchard Decl., ¶ 12.

27 ³⁴ *Ibid.*

28 ³⁵ *Id.*, ¶ 11.

³⁶ *Ibid.*

³⁷ *Ibid.*

³⁸ *Id.*, ¶¶ 11, 16-18.

1 settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
2 risks to both sides that would attend further litigation.³⁹

3 The Settlement takes into account the strengths and weaknesses of each side's position
4 and the uncertainty of how the case might have concluded at certification and trial.⁴⁰ The Parties
5 have had the opportunity to interview and obtain information from their respective witnesses.⁴¹
6 Counsel for the Parties have also reviewed documents and information relating to Plaintiff's and
7 the Class Members' employment with Defendant and performed significant research into the
8 law concerning class certification, PAGA representative actions, off-the-clock theory, meal and
9 rest periods, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses thereto,
10 as well as facts discovered.⁴² The Parties have reached the Settlement based on this large volume
11 of facts, evidence, and investigation. In addition, Class Counsel has extensive experience in
12 employment class actions, including significant experience in California wage-and-hour
13 litigation.⁴³

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

15 The Settlement, which provides for a Maximum Settlement Amount of three hundred
16 twenty five thousand dollars and no cents (\$325,000.00), represents a fair, adequate, and
17 reasonable resolution of the matter.⁴⁴ The Settlement was calculated using the information and
18 data uncovered during litigation, case investigation, as well as the informal exchange of
19 information.⁴⁵ The Settlement takes into account the potential risks and rewards inherent in any
20 case and, in particular, in the matter at issue.⁴⁶ Moreover, considering all of the facts and
21 circumstances of the case, the Settlement represents a fair, reasonable, and adequate recovery
22 for the Class, State of California, and PAGA Group Members.⁴⁷

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25 ³⁹ *Ibid.*

26 ⁴⁰ *Ibid.*

27 ⁴¹ *Ibid.*

28 ⁴² *Id.*, ¶¶ 11-13 & 16-18.

⁴³ Blanchard Decl., ¶¶ 6-7.

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

⁴⁵ *Id.*, ¶¶ 11-13.

⁴⁶ *Id.*, ¶¶ 16-18.

⁴⁷ *Id.*, ¶¶ 11, 13, & 21.

Assuming that the Attorneys' Fees and Litigation Costs, Enhancement Payment, PAGA Penalties, and 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 hundred seventeen thousand seven hundred fifty dollars and no cents (\$117,750.00).⁴⁸ Additionally, \$52,500 will be distributed to the LWDA and \$17,500 will be distributed to the PAGA Group Members, for their respective portion of the PAGA Penalties. As discussed in Part III, *supra*, the entire Net Settlement Amount will be fully paid out to the Settlement Class Members and the PAGA Penalties will be fully paid out to the State of California (the LWDA) and PAGA Group Members, in accordance with the Settlement Agreement. The Individual Settlement Payments will be paid out to the Settlement Class Members and the Individual PAGA Payments will be paid out to PAGA Group Members. The amount of each Settlement Class Member's Individual Settlement Payment will be calculated based on his or her Workweeks during the Class Period and each PAGA Group Member's Individual PAGA Payment will be calculated based on their Workweeks during the PAGA Period.⁴⁹ There is no reason to doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of preliminary approval. Even at the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

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

⁴⁸ *Id.*, ¶ 14.

⁴⁹ Settlement Agreement, § XII.A.

⁵⁰ Blanchard 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 informal discovery and exchanged information prior to settlement negotiations.⁵¹
4 The discovery and information that Class Counsel obtained from Defendant and through other
5 sources allowed Class Counsel to evaluate the potential value and merit of the claims, and
6 Defendant's defenses thereto.⁵² As outlined in the Declaration of Annabel Blanchard, Class
7 Counsel performed an extensive analysis of the claims pursuant to *Kullar* prior to entering into
8 the Settlement.⁵³

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

10 For settlement purposes, the requisites for establishing class certification are met, and
11 the Parties have stipulated to conditional certification of the Class for settlement purposes only.⁵⁴
12 California Code of Civil Procedure Section 382 "authorizes class actions when the question is
13 one of a common or general interest, of many persons, or when the Parties are numerous, and it
14 is impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court*
15 (2004) 34 Cal.4th 319, 326. California courts certify class actions where the plaintiff identifies
16 "both [1] an ascertainable class and [2] a well-defined community of interest among class
17 members." *Id.*

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

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27 ⁵¹ *Id.*, ¶¶ 11-13 & 18.

28 ⁵² *Id.*, ¶ 18.

⁵³ *Id.*, ¶¶ 11-13 & 16-18.

⁵⁴ Settlement Agreement, § IV.

1 **A. The Class Is Ascertainable and Sufficiently Numerous.**

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

9 This matter involves a class of approximately sixty-five (65) individuals.⁵⁵ This class is
10 sufficiently numerous. *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35
11 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is
12 not practical at that point). Further, all Class Members can and will be identified by Defendant
13 to the Settlement Administrator through a review of Defendant’s employment records regarding
14 hourly and/or non-exempt employees in California during the Class Period. As such, the Class
15 is ascertainable and sufficiently numerous.

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

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

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⁵⁵ Blanchard Decl., ¶ 9.

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

Here, common issues of fact and law predominate as to each of the claims alleged and asserted in the Operative Complaint. Based on the documents and information obtained through informal discovery and exchange of information in the cases, Plaintiff contends that Class Members were subject to the same or similar job duties and uniform operations and employment practices, policies, and procedures during the time period at issue.⁵⁶ Plaintiff’s claims arise from Defendant’s alleged uniform policy and systematic scheme, with respect to Plaintiff and the Class Members, of, *inter alia*, failing to properly pay overtime and minimum wages for all hours worked, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to keep requisite payroll records, and failing to reimburse necessary business-related expenses.⁵⁷

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

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

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⁵⁶ Blanchard Decl., ¶ 16.

⁵⁷ *Ibid.*

⁵⁸ *Ibid.*

⁵⁹ *Ibid.*

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

Class Counsel has litigated the matter for well over a year, and was actively preparing the matter for class certification and trial.⁶⁰ The ongoing work has been extensive, demanding, and ultimately successful in achieving a reasonable settlement resolution. Class Counsel reviewed documents and data⁶¹ and also interviewed and obtained information from Plaintiff and other Class Members, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel prior to and during settlement negotiations.⁶² Counsel for the Parties also undertook extensive settlement discussions.⁶³

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class, State of California, and PAGA Group Members.⁶⁴

The Settlement establishes a Maximum Settlement Amount of three hundred twenty-five thousand dollars and no cents (\$325,000.00), and provides for Class Counsel to apply to the Court for Attorneys' Fees and Litigation Costs, consisting of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$113,750.00) and an amount not to exceed seven thousand dollars and no cents (\$7,000.00) for actual litigation costs and expenses.⁶⁵ The attorneys' fees provided for by the Settlement is commensurate with: (1) the risk that Class Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (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 Class Members, State of California, and PAGA Group Members, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Class Notice

⁶⁰ Blanchard Decl., ¶¶ 11-13.

⁶¹ *Id.*, ¶ 12.

⁶² *Ibid.*

⁶³ *Id.*, ¶ 11.

⁶⁴ *Id.*, ¶¶ 6-7.

⁶⁵ Settlement Agreement, § XIV.

provides Class Members with information about the amount allocated toward the Attorneys' Fees and Litigation Costs, and that an award of the Attorneys' Fees and Litigation Costs will be sought, as provided for by the Settlement.⁶⁶

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 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.*

⁶⁶ *Id.*, Exh. A.

(S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ fees). California courts routinely approve class action attorneys’ fee awards “averag[ing] around one-third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁶⁷

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

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE.

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

The proposed Class Notice⁶⁸ describes the Settlement, the deadlines and procedures to file and serve an objection to the Class Settlement, mail a request for exclusion from the Class Settlement, and/or mail a dispute regarding Workweeks, and the date and time set for the Final Approval Hearing.⁶⁹

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⁶⁷ Blanchard Decl., ¶ 19.

⁶⁸ Settlement Agreement, Exh. A.

⁶⁹ *Ibid.*

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

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

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

The Parties have selected Simpluris, Inc. to administer the Settlement.

The Settlement Administrator will mail the Class Notice to each Class Member by First-Class U.S. mail.⁷³ Any undeliverable Class Notice that is returned to the Settlement Administrator with a forwarding address on or before the Response Deadline, will be re-mailed to the forwarding address.⁷⁴ With respect to any undeliverable Class Notice returned on or before the Response Deadline without a forwarding address, the Settlement Administrator will make reasonable efforts to obtain an updated mailing address, including but not limited to

⁷⁰ *Ibid.*

⁷¹ *Ibid.*

⁷² *Ibid.*

⁷³ Settlement Agreement, § X.A(2).

⁷⁴ *Id.*, § X.A(4).

conducting one skip-trace, and re-mail the Class Notice to the Class Member.⁷⁵ The Response Deadline to submit a Request for Exclusion, objection, or Workweeks Dispute, for Class Members to whom a Class Notice is re-sent after having been returned as undeliverable to the Settlement Administrator, will be fifteen (15) calendar days from the original Response Deadline.⁷⁶ The Settlement Administrator will receive and process Requests for Exclusion, objections, and any disputes regarding Workweeks.⁷⁷

The Settlement Administrator will calculate the amounts of the Individual Settlement Payments and the Individual PAGA Payments; deduct and transmit applicable state and/or federal taxes in connection with the wage portion of Individual Settlement Payments; mail the payment checks to Settlement Class Members and PAGA Group Members; issue W-2 and 1099 forms; calculate and disburse the Attorneys' Fees and Litigation Costs, Enhancement Payment, and LWDA Payment; and perform such other tasks necessary to effectuate the terms of the Settlement Agreement.⁷⁸ The Administration Costs are currently estimated to be four thousand dollars and no cents (\$4,000.00) and will be paid out of the Maximum Settlement Amount, subject to approval by the Court.⁷⁹

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

X. PROPOSED DEADLINES FOR THE NOTICE PROCESS

At this preliminary approval stage, Plaintiff seeks approval of the proposed deadlines for the notice and settlement administration process. *Newberg*, at § 11.26. The notice process entails mailing of the Class Notice, in the form approved by the Court, to all known and reasonably ascertainable Class Members based on Defendant's records.⁸⁰

⁷⁵ *Ibid.*

⁷⁶ *Id.*, § X.A(5).

⁷⁷ *Id.*, § IX.

⁷⁸ *Ibid.*; Blanchard Decl., ¶ 15.

⁷⁹ Settlement Agreement, § IX.

⁸⁰ Settlement Agreement, § X.A(1).

Within twenty-one (21) calendar days after the date on which the Court grants preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the following information for each Class Member: (1) full name; (2) last known address; (3) last known telephone number; (4) the number of Workweeks worked during the Class Period; (5) number of Workweeks during the PAGA Period; (6) Social Security number; and (7) last known email address (collectively, “Class List”).⁸¹

Within ten (10) calendar days of receipt of the Class List, the Settlement Administrator will mail the Class Notice to the Class Members via First-Class U.S. Mail.⁸² If a Class Notice is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the Class Notice to the forwarding address.⁸³ If no forwarding address is provided, then the Settlement Administrator will make reasonable efforts to obtain an updated mailing address, including but not limited to conducting one skip-trace, and re-mail the Class Notice to the Class Member.⁸⁴ Class Members will have until the applicable Response Deadline to submit a Request for Exclusion, Workweeks Dispute, and/or objection.⁸⁵ With respect to any Class Notice that is re-mailed, the Response Deadline will be extended an additional fifteen (15) calendar days.⁸⁶

Defendant will make a one-time deposit of the Maximum Settlement Amount into an interest-bearing account to be established by the Settlement Administrator, within twenty-one (21) calendar days after the Effective Date.⁸⁷ Within ten (10) calendar days of the Effective Date, the Settlement Administrator will distribute: (1) the Individual Settlement Payments to Settlement Class Members; (2) the Individual PAGA Payments to PAGA Group Members; (3) the Court-approved Enhancement Payment to Plaintiff; (4) the Court-approved Attorneys’ Fees and Litigation Costs to Class Counsel; (5) the LWDA Payment to the LWDA; and (6) the Court-

⁸¹ *Ibid.*

⁸² *Id.*, § X.A(2).

⁸³ *Id.*, § X.A(4).

⁸⁴ *Ibid.*

⁸⁵ *Id.*, § X.A(5).

⁸⁶ *Ibid.*

⁸⁷ Settlement Agreement, § XII.C.

approved Administration Costs to itself.⁸⁸

The payment checks will remain negotiable for one hundred and eighty (180) calendar days from the date of their issuance.⁸⁹ Checks that are not negotiated within the 180-day period will be cancelled.⁹⁰ The funds associated with such cancelled checks will be tendered by the Settlement Administrator to Legal Aid at Work.⁹¹

XI. APPOINTMENT OF CLASS REPRESENTATIVE AND ALLOCATION FOR ENHANCEMENT PAYMENT

Plaintiff Shaun Gonzales respectfully requests that the Court appoint him as the Class Representative and preliminarily approve the Enhancement Payment in an amount up to twelve thousand five hundred dollars and no cents (\$12,500.00).⁹² It is within the Court's discretion to award payment to a class representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation award to a single class representative). The factors that courts may consider in determining whether to make an enhancement payment include: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *Id.*

The Enhancement Payment is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.⁹³ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.⁹⁴ Accordingly, it is appropriate and

⁸⁸ *Id.*, § XII.D(1).

⁸⁹ *Id.*, § XII.D(3).

⁹⁰ *Ibid.*

⁹¹ *Ibid.*

⁹² *Id.*, § XV.

⁹³ Blanchard Decl., ¶ 20; Declaration of Shaun Gonzales in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Gonzales Decl."), ¶ 4.

⁹⁴ Blanchard Decl., ¶ 20; Gonzales Decl., ¶¶ 3-6.

just for Plaintiff to receive an Enhancement Payment for his services on behalf of the Class, State of California, and PAGA Group Members, in addition to his Individual Settlement Payment and Individual PAGA Payment.

XII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and Annabel Blanchard of Lawyers *for* Justice, PC as Class Counsel; preliminary appoint and designate Plaintiff Shaun Gonzales as Class Representative; appoint Simpluris, Inc. as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Litigation Costs, Enhancement Payment, PAGA Penalties, and Administration Costs; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and schedule a Final Approval Hearing to take place in approximately six months.

Dated: May 10, 2022

LAWYERS *for* JUSTICE, PC

By:



Annabel Blanchard
Attorneys for Plaintiff