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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JAMES JONES, as an individual and on behalf of all others similarly situated, Plaintiff, vs. TFC PARTNERS, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: RG21087839 (Assigned to the Honorable Brad Seligman, Dept. 23) **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT** Date: April 4, 2023 Time: 3:00 P.M. Dept.: 23 **Reservation ID: 820143419137** Complaint Filed: February 4, 2021

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on April 4, 2023, at 3:00 p.m., or as soon thereafter as the matter may be heard, before the Honorable Brad Seligman, judge presiding, in Department 23 of the above referenced Court, located at 1221 Oak Street, Oakland, California 94612, Plaintiff James Jones ("Plaintiff") will and hereby does move the Court for the following relief with respect to the Stipulation of Settlement and Release ("Stipulation" or "Settlement Agreement") entered into by Plaintiff and Defendant TFC Partners, Inc. ("Defendant") (together with Plaintiff, the "Parties"):

(1) That the Court approve the Stipulation referenced above;

(2) That the Court conditionally certify the following class for settlement purposes only: all current and former California non-exempt employees who worked for Defendant and who were paid wages during the Settlement Period of August 10, 2016 to August 31, 2022 ("Settlement Group");

(3) That Plaintiff James Jones be appointed as the Class Representative, and Larry W. Lee and Mai Tulyathan of Diversity Law Group, P.C., and Kelsey A. Webber of Webber Law Group, be appointed as Class Counsel;

(4) That the Court preliminarily approve the Stipulation and the Total Maximum Settlement Amount of Seven Hundred Fifty Thousand Dollars ($750,000.00);

(5) That the Court finds on a preliminary basis that the Stipulation appears to be within the range of reasonableness of a settlement, including the amount of the PAGA penalties, the service payment to the Class Representative, Class Counsel award of attorneys' fees, settlement administration costs, and the allocation of individual payments to Class Members, that could ultimately be given final approval by this Court;

(6) That the Court approve the mailing of the proposed Notice of Class Action Settlement ("Notice" or "Notice Packet") to be sent to class members;

(7) That the Court appoint Phoenix Settlement Administrators as the settlement administrator; and

(9) That the Court set the matter for a Final Fairness and Final Approval hearing.

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

The basis for this unopposed Motion is that the proposed settlement is fair, adequate, and reasonable, and the procedures proposed by the Parties are adequate to ensure the opportunity of Class Members to participate in, opt out of, or object to the settlement. This Motion is based on the attached Memorandum of Points and Authorities, the Stipulation, the proposed Notice Packet, and the supporting Declarations of Larry W. Lee, Mai Tulyathan, Kelsey A. Webber, and Plaintiff James Jones, and upon the oral arguments of counsel (should there be any) and on the complete records and file herein.

DATED: March 10, 2023

DIVERSITY LAW GROUP, P.C.

By:______________________________

Larry W. Lee
Mai Tulyathan
Attorneys for Plaintiff, the Class, and Aggrieved Employees

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I. INTRODUCTION

This is a wage and hour class and representative Private Attorneys General Act ("PAGA") action seeking statutory and civil penalties under the California Labor Code. Plaintiff James Jones ("Plaintiff") alleges that Defendant TFC Partners, Inc. ("Defendant"), as a matter of corporate policy and practice, failed to provide off-duty meal and rest periods in violation of Labor Code §§ 201-203, 226.7, and 512, failed to pay wages for all hours worked in violation of Labor Code §§ 201-203, 510, 558, 1194, 1197, and 1197.1, and failed to provide accurate itemized wage statements in violation of Labor Code § 226(a). Based on these violations, Plaintiff asserts class and PAGA claims for violation of Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, and the UCL. Defendant denied all material allegations. The Parties have reached a class and PAGA action settlement, the terms of which are reflected in the Parties' Stipulation of Settlement and Release ("Stipulation" or "Settlement Agreement").[1]

Prior to the settlement of this action, the Parties thoroughly investigated the facts relating to the class and PAGA claims alleged in this lawsuit and engaged in a thorough study of the legal principles applicable to the claims asserted against Defendant. Through the exchange of informal discovery in connection with mediation, Defendant provided necessary data pertaining to the number of putative class members and number of workweeks, timekeeping and payroll data for the putative class, and pertinent policies relevant to the claims. The information provided by Defendant allowed Plaintiff to review and analyze the liability and potential exposure. Thereafter, the Parties attended a full day of mediation with experienced mediator Tripper Ortman, after which the Parties were able to reach the current settlement.

The terms of the Settlement provide that Defendant shall pay a Total Maximum Settlement Amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) to resolve the class and PAGA claims. **Significantly, the entire settlement amount is non-reversionary, such that no remaining monies will revert back to Defendant.** Further, the class members will not need to do anything to participate in the settlement; no claim forms are required. The following

[1] The Parties' Stipulation of Settlement and Release is attached to the Declaration of Mai Tulyathan as **Exhibit A**.

represents the key terms of the Settlement:

- Total Maximum Settlement Amount of $750,000.00;
- Estimated class size of 500 individuals;
- Service payment to the Class Representative of up to $10,000.00;
- Class Counsel's attorneys' fees of one-third of the Gross Settlement Amount, not to exceed $250,000.00;
- Class Counsel's actual litigation costs not to exceed $15,000.00;
- Settlement Administration costs of up to $10,500.00;
- PAGA Payment of $40,000.00, of which 75%, or $30,000.00, will be paid to the Labor & Workforce Development Agency (LWDA), and the remaining 25%, or $10,000.00, will be distributed to Class Members in exchange for release of the PAGA claims as the Aggrieved Employee PAGA Payment;
- Net settlement amount of approximately $424,500.00 to be distributed to Class Members on a pro rata basis, based on the number of pay periods each Class Member was paid wages during the Class Period; and
- Raw average of at least **$849.00 each** or **$32.65 per pay period** from the net class settlement amount to be paid to Participating Class Members.

The Parties believe that this amount is fair, adequate, and reasonable, especially given the risks and uncertainty of class certification and the merits of this case. Therefore, the Parties respectfully request that the Court grant this Motion for Preliminary Approval of Class Action Settlement.

II. <u>BACKGROUND OF THE SETTLEMENT</u>

A. Case Summary and Investigative Background

On January 5, 2021, Plaintiff submitted his written notice to the LWDA, alleging various wage and hour violations of Labor Code, pursuant to the PAGA, Labor Code § 2699. (Declaration of Mai Tulyathan ("Tulyathan Decl.") at ¶ 2.) Thereafter, on February 4, 2021, Plaintiff filed his class and PAGA complaint against Defendant in the Alameda County Superior Court. (*Id*. at ¶ 3.) The Complaint asserts causes of action for: (1) violation of Labor Code §§

226.7 and 512; (2) violation of Labor Code § 226.7; (3) violation of Labor Code §§ 1194, 1197, and 1197.1; (4) violation of Labor Code §§ 510, 558, and 1194; (5) violation of Labor Code § 226(a); (6) violation of Business and Professions Code § 17200, *et seq.*; and (7) violation of Labor Code § 2698, *et seq.* (*Id.*)

Plaintiff's class and PAGA claims as pled in the Complaint are predicated upon the following allegations. With respect to Plaintiff's meal and rest period claims, Plaintiff alleges that Defendant routinely denied meal and rest breaks to Plaintiff and other employees. In this regard, Plaintiff alleges that Defendant required employees to keep their communication devices on and respond to any incoming calls during meal and rest breaks. Plaintiff further alleges that Defendant failed to pay meal and/or rest period premiums in lieu of off-duty meal and rest breaks. (Tulyathan Decl. at ¶ 4.)

With respect to Plaintiff's unpaid wages claim, Plaintiff alleges that Defendants required employees to work off-the-clock, past the end of their scheduled shifts, until the employee working the next shift clocks in for work. As such, Plaintiff contends that Defendant failed to pay all wages owed to its employees for time worked off-the-clock. (*Id*. at ¶ 5.)

Additionally, Plaintiff asserts derivative and independent wage statement claims under Labor Code § 226(a). Specifically, as a result of the violations above, Plaintiff asserts that the corresponding wage statements issued to Plaintiff and other employees failed to identify the required information under Labor Code § 226(a). With respect to the independent 226(a) claim, Plaintiff asserts that Defendant issued inaccurate wage statements whenever double time wages were paid. In this regard, whenever double time wages were paid, Defendant allegedly failed to accurately list the hourly rates of pay on wage statements in violation of Labor Code § 226(a). As a result of these alleged violations, Plaintiff seeks unpaid wages, waiting time penalties, statutory penalties, and civil penalties under the California Labor Code and PAGA, as well as attorneys' fees and costs. (*Id*. at ¶ 6.)

After filing the Complaint, the Parties exchanged an initial round of written discovery. Plaintiff propounded written discovery requests to Defendant. (Tulyathan Decl. at ¶ 7.)

In or about July 2021, the Parties agreed to participate in private mediation. In connection therewith, the Parties agreed to conduct informal discovery for purposes of mediation to allow Plaintiff to further assess liability and claims. (Tulyathan Decl. at ¶ 8.) In this regard, Defendant provided Plaintiff with class data, including the number of putative class members, the number of workweeks and wage statements at issue, payroll and timekeeping records for putative class members, as well as relevant policy documents, that allowed Plaintiff to perform a detailed damage analysis. (*Id.*)

On January 10, 2022, the Parties participated in private mediation with Tripper Ortman, Esq., a highly experienced and well-regarded neutral with extensive mediation experience in wage and hour class actions. (Tulyathan Decl. at ¶ 9.) While the Parties did not resolve the claims at mediation, the Parties continued settlement negotiations for several months facilitated by Mr. Ortman. (*Id.*) After thorough investigation and evaluation of the facts and claims, and further negotiations with the assistance of Mr. Ortman, the Parties and their counsel ultimately reached the current settlement. (*Id.*) As a result of the mediation, and based upon further negotiations between the Parties, the Parties reached a class-wide settlement. (*Id.* at ¶ 10.) In resolution of Plaintiff's class and PAGA claims, the Parties entered into the Settlement Agreement, a true and correct copy of which is attached as **Exhibit A** to the Declaration of Mai Tulyathan. (*Id*. at ¶ 11.)

The Parties recognize the risk, expense, and delay in continuing litigation with the class and PAGA claims, and believe the Settlement to be fair, reasonable, and adequate. (Tulyathan Decl. at ¶ 30.) Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the class and PAGA claims as set forth in the Settlement Agreement.

B. Summary of the Current Settlement

The proposed class consists of: All current and former California non-exempt employees who worked for Defendant and who were paid wages during the Settlement Period of August 10, 2016 to August 31, 2022 ("Settlement Group"). (*See* Stipulation at ¶ 28.) Based upon Defendant's records, the estimated number of class members is 500, and the number of pay periods at issue during the Class Period is 13,000. (*Id.* at ¶¶ 12, 28.) Class members may opt-out of the settlement if they so choose. (*Id.* at ¶ 54.)

The Settlement Agreement provides for the Total Maximum Settlement Amount of Seven Hundred Fifty Thousand Dollars ($750,000.00). (*See* Stipulation at ¶ 34.) The settlement payments to each Settlement Group Member will depend on the number of pay periods each Settlement Group Member was paid wages during the Settlement Period. (*Id.* at ¶¶ 12, 42(a).)

Additionally, the Settlement Agreement allocates Forty Thousand Dollars ($40,000.00) of the Total Maximum Settlement Amount to PAGA penalties. (*Id.* at ¶ 19.) Pursuant to the PAGA, 75% of the PAGA Payment, *i.e.*, the sum of Thirty Thousand Dollars ($30,00.00), shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining 25% of the PAGA Payment, *i.e.*, the sum of Ten Thousand Dollars ($10,000.00), shall be distributed to Settlement Group Members. (*Id.* at ¶¶ 2, 19. 42(c).)

As part of the Settlement Agreement, Defendant does not object to Class Counsel's request for attorney's fees up to one-third (1/3) of the Total Maximum Settlement Amount, *i.e.*, the sum of Two Hundred Fifty Thousand Dollars ($250,000.00), plus up to Fifteen Thousand Dollars ($15,000.00) for reimbursement of actual litigation costs, subject to the Court finally approving this settlement. (*See* Stipulation at ¶ 3.) Also, as part of the Settlement Agreement, Defendant does not object to Plaintiff's request for a class representative service award of Ten Thousand Dollars ($10,000.00). (*Id.* at ¶ 15.) Both Plaintiff and Class Counsel expressly acknowledge that the Court has final discretion in any fee award or the service award to the Class Representative. (*Id.* at ¶¶ 42(d), 42(e).)

Finally, the Settlement Agreement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. The Parties have received a quote from Phoenix Settlement Administrators for a fee not to exceed Ten Thousand and Five Hundred Dollars ($10,500.00) to administer the settlement. (*See* Stipulation at ¶ 1.) Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net Settlement Amount.

//

III. <u>DISCUSSION</u>

Any settlement of a class action lawsuit must be reviewed and approved by the Court. This is done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final review after notice has been distributed to the class members for their comment or objections. The Manual for Complex Litigation (Third) § 30.41 states:

> Approval of class action settlements involves a two-step process. First, counsel submits the proposed terms of settlement and the court makes a preliminary fairness evaluation. If the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible approval, the court should direct that notice…be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

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

The procedures for the parties' submission of a proposed settlement for preliminary approval by the court also are discussed in 4 *Newberg on Class Actions:*

> When the parties to an action reach a monetary settlement, they will usually prepare and execute a joint stipulation of settlement, which is submitted to the court for preliminary approval. The stipulation should set forth the central terms of the agreement, including but not limited to, the amount of settlement, form of payment, manner of determining the effective date of settlement and any recapture clause.

(*Id*. at § 11.24.)

Here, the Parties have reached such an agreement and have submitted to this Court in connection with this Motion a copy of the Stipulation fully setting forth the agreement reached by the Parties. The Stipulation sets forth all terms of the agreement reached by the Parties as to settlement of the class and PAGA claims. Said terms in the Stipulation include, among other things, the method for calculating the Class Members' Individual Settlement Payments and Individual PAGA Payments.

The parties also may, at the preliminary approval stage, request that the court provisionally approve certification of the class for settlement purposes—conditional upon final approval of the settlement. "[P]re-certification settlements are routinely approved if found to be fair and reasonable." (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 240 (2001); *accord Dunk v. Ford Motor Co*., 48 Cal.App.4th 1794, 1803 (1996) (although the settlement was reached before any "adversary certification," the court was satisfied that it was "fair, adequate and reasonable"); *In re Baldwin-United Corp*., 105 F.R.D. 475, 478 (S.D.N.Y. 1984) ("many courts have employed this practice in the name of judicial efficiency in order to facilitate apparently beneficial settlement proposals").) As further explained by Professor Newberg:

> The strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal…may be set out in conditional orders granting tentative approval to the various items submitted to the court. Three basic rulings are often conditionally entered at this preliminary hearing. These conditional rulings may approve a temporary settlement class, the proposed settlement, and the class counsel's application for fees and expenses.

(4 *Newberg on Class Actions*, at § 11.26.)

In addition to such terms as class identification, settlement amount, and payment procedures, the Settlement Agreement reached by the Parties contains a provision pursuant to which the Parties stipulate to the Court's provisional certification of the Class for the purposes of this settlement only.

A. Proposed Class Definition

The current settlement is being settled on behalf of the following Class: All current and former California non-exempt employees who worked for Defendant and who were paid wages during the Settlement Period of August 10, 2016 to August 31, 2022 ("Settlement Group"). (*See* Stipulation at ¶ 28.) The Class Period means the time period from August 10, 2016 to August 31, 2022. (Stipulation at ¶ 33.)

Pursuant to the Stipulation, the estimated number of class members is 500, and the number of pay periods at issue during the Class Period is 13,000. (*Id.* at ¶¶ 12, 28.)

B. Settlement Terms and Evaluation

Courts presume the absence of fraud or collusion in the negotiation of settlement unless evidence to the contrary is offered. (*Priddy v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989); *Mars Steel Corp. v. Continental Illinois Nat'l Bank & Trust Co*., 834 F.2d 677, 682 (7th Cir. 1987); *In re Chicken Antitrust Litig*., 560 F.Supp. 957, 962 (N.D. Ga. 1980).) Courts do not substitute their judgment for that of the proponents, particularly where, as here, settlement has been reached with the participation of experienced counsel familiar with the litigation. (*Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc*., 221 F.R.D. 523, 528 (C.D. Cal. 2004); *Hammon v. Barry*, 752 F.Supp. 1087 (D.D.C. 1990); *Steinberg v. Carey*, 470 F.Supp. 471 (S.D.N.Y. 1979); *In re Armored Car Antitrust Litig*., 472 F.Supp. 1357 (N.D. Ga. 1979); *Sommers v. Abraham Lincoln Federal Sav. & Loan Ass'n*, 79 F.R.D. 571 (E.D. Pa. 1978).)

While the recommendations of counsel proposing the settlement are not conclusive, the Court can properly take them into account, particularly where, as here, they have been involved in informal discovery and negotiations for some period of time, appear to be competent, have experience with this type of litigation, and have exchanged substantial evidence from the opposing party. (*See Newberg on Class Actions*, *supra*, at § 11.47; *Nat'l Rural Telecomms. Coop*., 221 F.R.D. at p. 528 ("[s]o long as the integrity of the arm's length negotiation process is preserved, however, a strong initial presumption of fairness attaches to the proposed settlement…[citations] and 'great weight' is accorded to the recommendations of counsel, who are most closely acquainted with the facts of the underlying litigation").)

Here, both Plaintiff's and Defendant's counsel have a great deal of experience in wage and hour class action litigation. Plaintiff's counsel has been approved as class counsel in a number of wage and hour class actions and have extensive litigation experience. (Tulyathan

Decl. at ¶¶ 41-44; Declaration of Larry W. Lee ("Lee Decl.") at ¶¶ 6-7; Declaration of Kelsey A. Webber ("Webber Decl.") at ¶¶ 4-8.) Each side has apprised the other of their respective factual contentions, legal theories and defenses, resulting in negotiations taking place between the Parties.

Based on the class data provided by Defendant, Plaintiff estimated that Defendant could face potential liability of up to approximately $5,703,044.00 for Plaintiff's class claims if Plaintiff succeeded at trial. (Tulyathan Decl. at ¶ 18.) This amount represents the maximum class exposure for Plaintiffs' meal and rest claims, waiting time penalties for unpaid wages, and wage statement claims. (*Id.*) Plaintiff estimated the potential class damages/penalties based on data provided by Defendant, including the number of employees in the putative class, the number of shifts and workweeks at issue, and the hourly rates of pay applicable to the putative class members. (*Id.*)

Specifically, for Plaintiff's meal and rest break claim, Plaintiff estimated the amount of unpaid wages at approximately $3,738,926, based on an estimated 95,235 shifts during the Class Period. This amount assumes a meal period violation and a rest period violation every shift. (*Id.* at ¶ 19.) With respect to waiting time penalties for unpaid wages, Plaintiff calculated the waiting time penalties under Labor Code § 203 at $1,564,118, based on 332 former employees and their average hourly rates of pay. (*Id.* at ¶ 20.) Plaintiff estimated statutory Labor Code § 226(e) penalties at $400,000.00. (*Id.* at ¶ 21.)

With respect to potential liability of Plaintiff's PAGA claims, Plaintiff estimated that Defendant could face civil penalties of up to a maximum $2,475,000.00 if Plaintiff were successful at trial on all claims. (Tulyathan Decl. at ¶ 22.) However, even assuming Plaintiff ultimately prevails on his PAGA claims, the Court still has discretion to reduce any PAGA penalties. Pursuant to Labor Code § 2699(e)(2), the Court can decline to award PAGA penalties where "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Indeed, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum

PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. (*Id*. at p. 517.) Upon review, the Court of Appeal found such reduction to be proper. (*Id*. at p. 539.)

Although Plaintiff believes in the merits of the alleged claims and maintains that there is no reason for reducing PAGA penalties, Plaintiff is aware that Defendant may raise defenses to the claims and further with respect to the reduction of PAGA penalties and that it could be persuasive to the Court. (Tulyathan Decl. at ¶ 24.) Thus, even if Plaintiff were to successfully prove his claims at trial, there is a possibility that the Court may only award a small percentage of PAGA penalties, as the Court has discretion to do so. The Total Maximum Settlement Amount was premised with this risk in mind, associated with the possibility of the Court significantly reducing Plaintiff's PAGA penalties, along with other attendant risks, even if Plaintiff was to prevail at trial. (*Id*.)

Further, Defendant raised several defenses that presented risk as to liability on the claims. In this regard, Defendant asserts that it has maintained lawful policies and practices in place, including that it has provided opportunities to take meal and rest periods and that its meal and rest period policies were facially compliant. Defendant also argues that the meal and rest period claims are not suitable for class treatment because there is no common method of proof to establish liability. Additionally, it is also Defendant's position that Plaintiff cannot prove willfulness and thus it would not be subject to waiting time penalties under Section 203. With respect to the wage statement claim, it is Defendant's position that its wage statements complied with the law, and that employees did not suffer any injury as defined by Labor Code § 226(e). Defendant further maintains that it would be unjust for the Court to award maximum PAGA penalties as it has made good faith efforts to comply with the Labor Code. (Tulyathan Decl. at ¶ 25.)

In light of the above, the Settlement for each Class Member is fair, reasonable, and adequate, given the inherent risks of litigation, including the substantial risks relative to class certification and the merits of the claims, the costs of pursuing such litigation, and the risks associated with the Court's discretion to reduce PAGA penalties. The Settlement is the result of extensive arm's-length negotiations between the Parties and their counsel and was facilitated by an experienced and neutral mediator. (Tulyathan Decl. at ¶ 26.)

Although Plaintiff believes that the class can be certified, Plaintiff also believes in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals. (*Id*. at ¶ 27.) These risks on class certification are compounded by the California Supreme Court's holding in *Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal.4th 1 (2014). There, the plaintiffs obtained class certification and subsequently prevailed at trial after eight years of litigation, but the judgment and the certification ruling were reversed by the California Supreme Court after an additional five years of litigation. The case was remanded back to superior court where class certification was denied and plaintiffs' subsequent appeal also was denied.

Indeed, numerous courts have held that **gross** settlements approximating between only 8 and 25% of the defendant's potential exposure are fair and reasonable. (*See*, *e.g.*, *In re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (holding that class action settlement recovering 16% of potential exposure was fair and reasonable; "[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair. Rather, the fairness and the adequacy of the settlement should be assessed relative to risks of pursuing the litigation to judgment"; noting that whether the settlement is fair and adequate depends on the "the difficulties in proving the case"); *Bellinghausen v. Tractor Supply Co*., No. 13-CV-02377-JSC, 2015 WL 1289342, at p.*6 (N.D. Cal. Mar. 20, 2015) (holding that class action settlement recovering between **8.5% and 25%** of the defendant's potential exposure was fair); *Van Ba Ma v. Covidien Holding Inc*., U.S. Dist. Ct. Case No. 8:12-cv-02161 (C.D. Cal. 2014) (granting preliminary approval of wage and hour class settlement which obtained ***9.1%*** of projected damages, given the risks of continued litigation); *Villegas v. J.P. Morgan Chase & Co*., No. CV 09-00261 SBA EMC, 2012 WL 5878390, at p.*6 (N.D. Cal. Nov. 21, 2012) (holding that gross class action settlement of approximately 15% of the potential recovery was fair and reasonable).)

Here, the total amount of class and PAGA penalties amount to approximately $8,178,044.00, without discounting for potentially losing on any of the causes of action. (Tulyathan Decl. at ¶ 28.) The Total Maximum Settlement Amount is $750,000. Thus, the Total Maximum Settlement Amount is fair and reasonable as it is approximately **9.17%** of the potential recovery of Plaintiff's class and PAGA claims if Plaintiff were to fully succeed at trial. (*Id.*)

Despite the asserted fairness of the settlement terms, as set forth in the Notice of Class Action Settlement ("Class Notice" or "Notice Packet"), should any Class Member wish to pursue his or her own case for the claims being released herein, each Class Member has the right to submit a request for exclusion (*i.e.*, opt-out) from the settlement, with the exception of the PAGA claims. (*See* Class Notice, attached as **Exhibit B** to Tulyathan Decl.) Moreover, as set forth in the Notice, Class Members are advised of their right to object to any of the terms contained in the Stipulation (with the exception of the PAGA portion of the Settlement) and attend the final approval hearing. (*Id.*)

1. Amount and Manner of Distribution of the Compensation to be Provided to Class Members Including the Amount, or an Estimate, of What Each Class Member Will Receive

The Settlement Agreement provides for a Total Maximum Settlement Amount of $750,000.00. (Stipulation at ¶ 34.) The Net Settlement Sum, calculated after deduction of attorneys' fees (up to $250,000.00), litigation costs (up to $15,000.00), the service award to the Class Representative (up to $10,000.00), the PAGA Payment ($40,000.00), and Settlement Administration costs (up to $10,500.00), is estimated to be approximately **$424,500.00**. (*Id.* at ¶ 16.)

Pursuant to the Stipulation, the Net Settlement Sum will be apportioned among the Class Members on a pro rata basis, based on the number of pay periods each Class Member was paid wages during the Class Period, as compared to the total number of pay periods Class Members were paid wages during the Class Period. (*See Id.* at ¶¶ 12, 42(a).) Based on the Net Settlement Sum, on a raw average, Class Members will be entitled to recover up to approximately $849.00 each or $32.65 per pay period. (Tulyathan Decl. at ¶ 33.) The amount any particular Class

Member will be entitled to recover will be greater or lower than this average depending on the number of pay periods during which he or she received wages during the Class Period, with some entitled to receive more, and others less. (*Id.*) This is fair, as it directly allocates greater recovery to individual class members who have allegedly suffered greater harm. (*Id.*)

Additionally, $40,000.00 of the Total Maximum Settlement Amount is allocated to the resolution of any Class Members' claims arising under PAGA. (Stipulation at ¶ 19.) Pursuant to the PAGA, 75% of the PAGA Payment, *i.e.*, the sum of $30,000.00, shall be paid to the LWDA. The remaining 25% of the PAGA Payment, *i.e.*, the sum of $10,000.00, shall be paid to Class Members for release of PAGA claims ("Individual PAGA Payment"). (*Id.* at ¶¶ 2, 42(b).) The Individual PAGA Payment will be calculated based on the number of pay periods where Class Members were paid wages by Defendant. (*Id.*)

Class Members may opt out of the class portion of the settlement if they so choose, with the exception of the PAGA portion of the settlement. (*Id.* at ¶¶ 6, 54.) In other words, Class Members who timely submit an opt out will still receive a portion of the Aggrieved Employee PAGA Payment that is attributable to the settlement of the PAGA claims. (*Id.* at ¶¶ 11, 54.)

2. Whether, and Under What Circumstances, Amounts Available for Payment in Settlement Might Not Be Paid to Class Members or Might Revert to the Defendant

This is a non-reversionary settlement, meaning that none of the settlement funds will revert back to Defendant. (*See* Stipulation at ¶ 34.)

3. Scope of the Release of Class Members' Claims

As a condition of participating in this Settlement, Class Members who do not opt out of the Settlement will provide a limited release of the following claims against the released parties ("Settlement Group Released Claims"):

> [A]ll claims, demands, rights, liabilities, and causes of action, whether known or unknown, that were or could have been asserted based on the facts of the operative complaint during the Settlement Period for violation of local, state and federal law arising out of, or relating to failure to provide meal periods or pay meal period premiums, failure to provide rest periods or provide rest period premiums, failure to furnish accurate wage statements, failure to pay minimum wage, failure to pay all wages earned, failure to pay overtime wages, failure to maintain required records, failure

> to timely pay earned wages upon termination or discharge, unfair competition, including, but not limited to, claims for injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest, fees, including fees under California Code of Civil Procedure section 1021.5, and costs premised on the violations described in this paragraph.

(Stipulation at ¶ 31.)

In consideration of the PAGA Payment portion attributable to the aggrieved employees, Class Members will also provide a release of the following claims ("Settlement Group Released PAGA Claims"):

> [A]ll claims, demands, rights, liabilities, and causes of action, whether known or unknown, that were or could have been asserted based on the facts of the operative complaint during the Settlement Period for violation and for penalties under the Private Attorneys General Act premised on the alleged Labor Code violations asserted in the Lawsuit, including: (a) failing to provide off-duty meal periods to employees, or pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (b) failing to provide off duty rest periods, or pay rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (c) failing to pay employees wages owed for all hours worked, to pay minimum wage, to pay overtime, and to timely pay wages upon termination or discharge, in violation of Labor Code §§ 201-203, 510, 558, 1194, 1197, and 1197.1; (d) failing to provide accurate itemized wage statements in violation of Labor Code § 226(a).

(Stipulation at ¶¶ 32, 44.)

Given that the releases above are tailored to only claims pled in the Complaint, that arise out of the facts alleged in the Complaint, and that accrued during the Class Period, the releases are appropriately limited.

4. Tax Treatment of Settlement Amounts

The Settlement Agreement provides that Individual Settlement Payments shall be allocated as 80% statutory penalties and interest and 20% wages, subject to customary withholdings. (Stipulation at ¶ 42(a).) Individual PAGA Payments shall be allocated as 100% statutory penalties and interest. (*Id.* at ¶ 42(b).) The Settlement Administrator will issue distribute appropriate IRS tax forms. (*Id.* at ¶¶ 42.)

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5. Affirmative Obligations to be Undertaken by Class Members or Plaintiff's Counsel and the Reasons for Any Such Obligations

As stated above, Class Members do **not** need to do anything should they wish to receive their share of the settlement funds. In other words, because this is not a claims-made settlement, Class Members will not be required to make a submission to participate in the settlement. No claim forms are required. Thus, this substantially decreases the amount of burden each Class Member must bear in order to receive their share of the settlement funds. If a Class Member does not wish to take part in this Settlement or be bound by the releases (with the exception of the PAGA portion of the Settlement), the Class Member must submit a request for exclusion. (Stipulation at ¶ 6; *See* Class Notice.)

6. Notice to Class Members

Within seven (7) business days of preliminary approval of this settlement by the Court, Defendant will transmit to the Settlement Administrator a list containing Class Members' names, Social Security Numbers, last known mailing addresses, last known telephone numbers, and number of Individual Pay Periods. (Stipulation at ¶ 48.) Upon receipt of the information, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. (*Id*. at ¶ 49.) Within seven (7) business days after receiving the information from Defendant, the Settlement Administrator shall mail the Notice Packet to all Class Members via regular First-Class U.S. Mail. (*Id*.) With respect to any returned envelopes, the Settlement Administrator shall re-mail to the forwarding address affixed thereto. (*Id.* at ¶ 50.) If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. (*Id*.)

The Class Notice will advise Class Members of what the litigation is about, their rights under the settlement, a summary of the principal terms and the monetary terms of the Settlement, their expected settlement payment share, their opportunity to and procedures to opt out or to object to the settlement (with the exception of the PAGA portion), and the release of claims.

(*See* Class Notice.) Class Members will be provided forty-five (45) calendar days to opt out or object to the settlement. (Stipulation at ¶ 18.) Further, Class Members will be notified of the final approval hearing and will have an opportunity to appear at the Fairness hearing. (*Id*. at ¶ 55.)

A. Costs and Fees

1. Attorneys' Fees and Costs

California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to class members by the settlement. (*Wershba v. Apple Computer, Inc*., 91 Cal.App.4th 224, 254 (2001); *Serrano v. Priest*, 20 Cal.3d 25, 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc*., 557 F.2d 759, 769 (9th Cir. 1997).) The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent*, 557 F.2d at p. 769.)

The Common Fund doctrine is predicated on the principle of preventing unjust enrichment. When a litigant's efforts create or preserve a fund from which others derive benefits, she may require the passive beneficiaries to compensate those who created the fund. Both California state and federal courts have embraced this doctrine. (*Serrano III*, 20 Cal.3d at p. 35; *Vincent*, 557 F.2d at p. 769.) Similarly, in *City and County of San Francisco v. Sweet*, 12 Cal.4th 105, 110 (1995), the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons are entitled to share." The reasons for applying the common fund doctrine include:

> Fairness to the successful litigant, who might otherwise receive no benefit because his recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the others who are entitled to share in the fund and who should bear their share of the burden of its recovery; encouragement of the attorney for the successful litigant who will be more willing to undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is assured that he will be properly and directly

compensated should his efforts be successful.

(*Id.*)

Indeed, in 2016, the California Supreme Court has also now held that the award of attorneys' fees in common fund wage and hour class action settlements should start with the percentage method. (*See Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created").)

The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3 percent of the fund. (*Laffitte*, 1 Cal.5th at p. 506.) And this was based on a lodestar amount that required a multiplier of 2.13. (*Id.* at p. 487.) As the Court held, only when the multiplier is "extraordinarily high or low [should] the trial court [] consider whether the percentage method should be adjusted so as to bring the imputed multiplier within a justifiable range." (*Id.* at p. 505.)

Here, the Parties have agreed to a payment of a maximum of one-third of the settlement ($250,000.00) for payment to Plaintiff's counsel as attorneys' fees. The Parties have agreed to a payment of the foregoing attorney's fees and, thus, this payment should be presumed to be fair. Further, it is not uncommon for courts to award attorneys' fees as one-third or 33 1/3% of the settlement amount in wage and hour class action settlements. For example, in *McKinnon v. Best Buy Co., Inc.*, (Alameda Superior Court Case No. RG03082294), the court awarded over $9 million as attorneys' fees, which was 33% of the maximum settlement amount of $26.9 million.

Further, the Parties have agreed to reimbursement of Plaintiff's counsel's actual litigation costs not to exceed $15,000.00. Plaintiff's counsel have, at their own risk, expended costs, for example, to file this instant action and other pleadings in the case, effect service of process, participate in mediation, and advance other litigation-related costs. (Tulyathan Decl. at ¶ 45.) Based on the foregoing, the Court should preliminarily approve the attorney's fees and costs being requested by the Parties.

2. Settlement Administration Fees

The Parties have agreed to payment of a maximum of Ten Thousand Five Hundred Dollars ($10,500.00) to the Settlement Administrator, Phoenix Settlement Administrators ("Phoenix"), to send notices and to administer this settlement. (Stipulation at ¶¶ 1, 27.) Phoenix is a well-recognized class action settlement administrator. The Parties believe that the administration fee is reasonable and should be approved.

B. Proposed Payment to the Class Representative

Class Representative James Jones requests a modest enhancement of Ten Thousand Dollars ($10,000.00). The Class Representative met and conferred with his counsel on a number of occasions to discuss the case, provided documents and information to his counsel, and reviewed pleadings and documents, including the Settlement Agreement. (*See* Declaration of James Jones ("Jones Decl.") at ¶¶ 8-9.) As part of his duties as the representative, Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement. Furthermore, in consideration for his service payment, Plaintiff also executed an individual general release of all claims including a California Civil Code § 1542 waiver, which other members of the Class did not have to do. (Jones Decl. at ¶ 13; Stipulation at ¶¶ 15, 45-46.)

In addition to the invaluable services that Plaintiff provided, he also took significant risks, both professionally and monetarily, in acting as the Class Representative and seeking benefits on behalf of the class. Because the claims alleged by the Class Representative involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the fees and costs of Defendant, had he not prevailed in this action. (*Id*. at ¶ 11.)

Further, given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff may face prejudice in the future from other potential employers. Plaintiff took this risk upon himself and the whole class benefited from these risks taken by Plaintiff. Class members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a public lawsuit. (*Id*. at ¶ 12.)

Notably, courts have routinely granted approval of representative enhancements for far greater amounts than the $10,000.00 sought by Plaintiff in this case. *See*, *e.g.*, *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of $50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990) (two incentive awards of $55,000, and three incentive awards of $35,000); *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a $50,000 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) ($50,000 awarded to each class representative); *Glass v. UBS Fin. Servs.*, No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding $25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming $25,000 Incentive award to class representative in ERISA case). In fact, Courts now hold that a $5,000 service award is presumptively reasonable. *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, at *27 (N.D. Cal. 2009). Here, Plaintiff requests a modest enhancement of $10,000.00, which is “presumptively reasonable” and consistent with case law.

C. The Proposed Class Meets all Certification Requirements

1. The Class is Ascertainable and Sufficiently Numerous

The class that Plaintiff seeks to conditionally certify is ascertainable. “Class members are ‘ascertainable’ where they may be readily identified without unreasonable expense or time by reference to official records.” *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334 (2008); *see also Faulkinbury v. Boyd & Assocs., Inc*., 216 Cal. App. 4th 220, 240 (2013) (same). Here, members of the Class are readily identifiable. Defendant has determined that there are approximately 500 individuals that comprise the class. *See* SA ¶ 28. Furthermore, the class is sufficiently numerous. Courts generally find that numerosity is satisfied if the class includes forty or more members. *See Villalpando v. Excel Direct Inc*., 303 F.R.D. 588, 605-606 (N.D. Cal. 2014); *see also Jordan v. L.A. County*, 669 F.2d 1311, 1320 (9th Cir.) (noting, in dicta, that the court “would be inclined to find the numerosity requirement…satisfied solely on the basis of [39] ascertained class members”), *vacated on other grounds*, 459 U.S. 810 (1982).

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2. There are Common Questions of Law and Plaintiff's Claims are Typical of the Class

The commonality requirement is met when there are questions of law and fact common to the class. *See Hanlon v. Chrysler Corp*., 150 F.3d 1011, 1019 (1998) ("The existence of shared legal issues with divergent legal factual predicates is sufficient, as is a common core of salient facts couple with disparate legal remedies within the class"). Commonality requires only that some common legal or factual questions exist; the plaintiffs need not show that all issues in the litigation are identical. *See Richmond v. Dart Industries, Inc*., 29 Cal. 3d 462, 473 (1981) Defendant's conduct is central to the commonality inquiry. *See City of San Jose v. Superior Court*, 12 Cal. 3d 447, 460 (1974); *Vasquez v. Superior Court*, 4 Cal. 3d 800, 812-13 (1971). Where the employer's conduct is uniformly directed at a class of employees, as it is here, the class wide impact of the Defendant's policies satisfies the commonality requirement. *See Stephens v. Montgomery Ward & Co*., 193 Cal. App. 3d 411, 421 (1987).

In the present case, Plaintiff alleges that Defendant is liable to the Class for various violations of the California Labor Code including (i) failure to provide off-duty meal periods; (ii) failure to provide off-duty rest periods; (iii) failure to pay all wages owed for off-the-clock work; and (iv) failure to provide accurate itemized wage statements. Like all Class Members, Plaintiff was subjected to these same policies and practices. (Jones Decl. at ¶¶ 3-7.) In particular, Plaintiff alleges that he was routinely denied off-duty meal and rest breaks as a result of being required to keep his communication device on and respond to any incoming calls during meal and rest breaks. (*Id*. at ¶ 3.) Plaintiff also alleges that he was required to work off-the-clock, past the end of his scheduled shift, until the employee working the next shift clocked in for work. Plaintiff alleges that he was not paid for the time spent working off-the-clock and was not paid any premium compensation for the meal and rest break violations. (*Id*. at ¶ 4.) Finally, Plaintiff alleges that the wage statements he received showed inaccurate total hours worked, premium pay earned, gross wages earned, net wages earned, and inaccurate hourly rates of pay for double time wages. (*Id*. at ¶ 6.) In other words, Plaintiff contends that he was subjected to the same policies and practices as other Class Members and thus, the typicality requirement is met.

3. Plaintiff and His Counsel Have Adequately Represented the Class

The adequacy requirement is also met. "Adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976). Here, Plaintiff does not have any interests adverse to the class, nor has any such issues been raised or presented. (Jones Decl. at ¶ 7.) Plaintiff has taken all necessary steps to represent the interests of the Class, by providing information and documents. (*Id*. at ¶ 8.) For such reasons, Plaintiff has adequately represented the class members and will continue to do so.

Further, as detailed in their declarations, Class Counsel are experienced and well-qualified class action litigators who have litigated many wage and hour class actions and have each been certified as class counsel in numerous other class actions, particularly wage and hour class actions. (Lee Decl. at ¶¶ 6-7; Tulyathan Decl. at ¶¶ 41-44; Webber Decl. at ¶¶ 4-8.) From the inception of the case, Class Counsel has zealously represented the interests of the Class. Class Counsel has engaged in significant meet and confer discussions with opposing counsel to obtain discovery and to discuss the merits of the claims on behalf of the Class. (Tulyathan Decl. at ¶¶ 7-10.) The Settlement was obtained for the benefit of the Class, as opposed to the individual Class Representative.

IV. <u>CONCLUSION AND ACTION REQUESTED AS PART OF THE MOTION FOR PRELIMINARY APPROVAL</u>

Here, the proposed settlement is fair, adequate, and reasonable. It will result in both substantial monetary benefits to class members; it is non-collusive; and it was achieved as the result of informed, extensive, and arm's-length negotiations conducted by counsel for respective parties who are experienced in wage and hour class action litigation. For the foregoing reasons, Plaintiff respectfully request that the Court grant preliminary approval of the proposed settlement, sign the proposed Order, approve and authorize mailing of the proposed Class Notice, and set a date for a final approval hearing.

DATED: March 10, 2023

DIVERSITY LAW GROUP, P.C.

By:____________________________________

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff, the Class, and Aggrieved Employees

PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On March 10, 2023, I served the following document(s) described as:

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

2. **DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3. **DECLARATION OF MAI TULYATHAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

4. **DECLARATION OF JAMES JONES IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

5. **DECLARATION OF KELSEY A. WEBBER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

6. **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action as follows:

Shannon B. Nakabayashi
Shannon.Nakabayashi@jacksonlewis.com
Katie Roney
Katie.Roney@jacksonlewis.com
Jackson Lewis, P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Attorneys for Defendant TFC Partners, Inc.

__X__ BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 10, 2023, at Los Angeles, California.

Erika Mejia

Superior Court of Alameda County Public Portal

Make a Reservation

Jones VS TFC Partners, Inc. , a Delaware corporation

Case Number: RG21087839 Case Type: Unlimited Civil Category: Other Employment Complaint Case
Date Filed: 2021-02-04 Location: Rene C. Davidson Courthouse - Department 23

Reservation

Case Name: Jones VS TFC Partners, Inc. , a Delaware corporation	Case Number: RG21087839
Type: Motion to Confirm Settlement	Status: RESERVED
Filing Party: James Jones (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 23
Date/Time: 04/04/2023 3:00 PM	Number of Motions: 1
Reservation ID: 820143419137	Confirmation Code: CR-HUGNZO4GGQWSAEQ5M

Fees

Description	Fee	Qty	Amount
Motion to Confirm Settlement	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			**$1.00**

Payment

Amount: $1.00	Type: Visa
Account Number: XXXX3359	Authorization: 04758G
Payment Date: 1969-12-31	

Print Receipt | Reserve Another Hearing | View My Reservations