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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOSE CUELLAR, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

BEE IMAGINE LLC, a Delaware Limited
Liability Company; and DOES 1 through 100,

Defendants.

Case No. 21STCV07867

*[Assigned for all purposes to Hon. Stuart
M. Rice; Dept. SSC-1]*

**PLAINTIFFS' SUPPLEMENTAL
BRIEF IN SUPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with the Declaration of
Sean M. Blakely; [Amended Proposed]
Order]*

Date: June 8, 2023 (Non-Appearance)
Time: 4:00 p.m.
Dept.: SSC-1

Action Filed: February 26, 2021
Trial Date: None Set

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

3 Plaintiffs Jose Cuellar and Manuel Miranda (“Plaintiffs”) hereby submit the following
4 supplemental brief in response to this Court’s May 10, 2023 Checklist for Preliminary Approval
5 of Class Action Settlement (“Checklist”). After reviewing the Court’s Checklist, Plaintiffs and
6 Defendant Bee Imagine LLC (“Defendant”) (Plaintiffs and Defendant are collectively referred to
7 herein as the “Parties”) amended the Stipulation of Settlement (“Settlement Agreement”) and the
8 Notice of Class Action Settlement (“Class Notice”) in accordance with the issued identified by
9 the Court.

10 Plaintiffs address each issue raised in the Court’s Checklist. The amended Settlement
11 Agreement and Class Notice are attached as Exhibits 1 and 2, respectively, to the Declaration of
12 Sean M. Blakely, filed concurrently herewith. Red-line versions of the Settlement Agreement
13 and Class Notice showing all changes are attached as Exhibits 3 and 4, respectively, to the
14 Declaration of Sean M. Blakely (“Blakely Decl.”).

15 **1. Sampling of Records**

16 The Court’s checklist states, “*Show how the data sample Counsel analyzed is statistically*
17 *reliable.*”

18 In connection with mediation, Defendant provided Plaintiffs with a 15% random sampling
19 of timekeeping and payroll records for putative class members. Blakely Decl., ¶ 5. The sampled
20 employees were selected as follows: Defendant produced a “Class List” which included all
21 putative class members. *Id.* The “Class List” did not include employee names and only included
22 Employee ID numbers. *Id.* Plaintiffs’ Counsel randomly selected 146 employees to include in the
23 sample, which equates to approximately 15% of the putative class, and Defendant produced the
24 time and pay records for those 146 employees. *Id.* Plaintiffs contend that a 15% sampling of
25 records is statistically significant and reliable. *Id.*; *See e.g., Tyson Foods, Inc. v. Bouaphakeo*, 136
26 S. Ct. 1036 (2016). The timekeeping and payroll data produced for mediation were generated
27 from uniform electronic timekeeping and payroll systems which allowed Plaintiffs to extrapolate
28 their findings with confidence. Blakely Decl., ¶ 5.

1 In addition to the sampling of timekeeping and payroll records, Plaintiffs were provided
2 with additional data points such as the total number of workweeks worked during the Class Period
3 and the total number of class members during the class period. Blakely Decl., ¶ 5. These data
4 points, coupled with the timekeeping and payroll sampling, enabled Plaintiffs to extrapolate the
5 number of potential rest and meal period violations during the Class Period, as well as the
6 potential wage statement, waiting time, and PAGA civil penalties owed. *Id.*

7 **2. Release**

8 The Court’s checklist states, “*The Release disclosed to Class Members in the notice should*
9 *be verbatim to the Release language in the Settlement Agreement. It should include the clause*
10 *about the release being effective “upon the complete funding of the Gross Settlement Amount”*
11 *by the Defendant.”*

12 The Parties revised the Class Notice so that the release language is verbatim to the release
13 language in the Settlement Agreement. *See* Exhibits 2 & 4 to Blakely Decl.

14 **3. Settlement Administration Costs**

15 The Court’s checklist states, “*Assure the Settlement Agreement and Notice are consistent.*
16 *Carefully proofread both. The Settlement Agreement at ¶ 3.C.2 and ¶ 7 states that the*
17 *administration costs are estimated up to \$20,000, while the Notice at pg. 2 and Counsel’s*
18 *declaration state that the administration costs are estimated up to \$15,000. Fix the discrepancy*
19 *and clarify which is the actual estimated cost.”*

20 Plaintiffs intend to seek up to \$15,000 for settlement administration costs. The Parties
21 revised the Settlement Agreement to indicate that administration costs are anticipated to be no
22 more than \$15,000. *See* Exhibit 1 to Blakely Decl., at ¶¶ 3.C.2 & 7.

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Counsel will make sure that all filed documents are text searchable.

Dated: May 31, 2023

By: 
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs