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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

TRICILLA GRIFFIN, 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.

CONSOLIDATED
COMMUNICATIONS, an unknown
business entity; and DOES 1 through
100, inclusive,

Defendant.

Case No.: 2:21-cv-0885-WBS-KJN

Honorable William B. Shubb

CLASS ACTION

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

[Filed concurrently with Declaration of
Proposed Class Counsel (Ovsanna
Takvoryan); Declaration of Proposed Class
Representative (Tricilla Griffin); and
[Proposed] Order]

Date: October 31, 2022

Time: 1:30 P.M.

Courtroom: 5

Complaint Filed: February 24, 2021

FAC Filed: April 26, 2021

Trial Date: None Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on October 31, 2022, at 1:30 p.m., or as soon thereafter as the matter may be heard before the Honorable William B. Shubb in Courtroom 5 of the United States District Court for the Eastern District of California, located at Robert T. Matsui United States Courthouse, 501 I Street, Sacramento, California, 95814, Plaintiff Tricilla Griffin (“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 Ovsanna Takvoryan, including, but not limited to, the means of allocation and distribution of the Gross Settlement Amount and the Net Settlement Amount, and the allocations for penalties under the California Labor Code Private Attorneys General Act of 2004, Attorneys' Fees and Litigation Costs to Class Counsel, the Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator;
- Conditionally certifying the Class for settlement purposes;
- Appointing Plaintiff Tricilla Griffin as the Class Representative;
- Appointing Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Joanna Ghosh, Esq., and Ovsanna Takvoryan, Esq. 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 and PAGA Settlement (“Proposed Order”);
- Directing the mailing of the Class Notice to the Class Members;
- Approving the proposed deadlines for the notice and settlement

administration process;

- Approving ILYM Group (“ILYM”) as the Settlement Administrator; and
- Scheduling a hearing to consider whether to grant final approval of the Settlement, at which time the Court will also consider whether to grant final approval of the requests for Attorneys’ Fees and Litigation Costs, the Enhancement Payment for Plaintiff, Administration Costs to the Settlement Administrator, and PAGA Penalties.

This motion is based upon the following memorandum of points and authorities; the Settlement Agreement; the Declaration of Proposed Class Counsel (Ovsanna Takvoryan) the Declaration of Proposed Class Representative (Tricilla Griffin) in support thereof; as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: September 20, 2022

LAWYERS *for* JUSTICE, PC

By: /s/ Ovsanna Takvoryan

Ovsanna Takvoryan

Attorneys for Plaintiff Tricilla Griffin

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Tricilla Griffin (“Plaintiff” or “Class Representative”) respectfully requests that this Court grant 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 Consolidated Communications (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (collectively, the “Parties”) have agreed to settle the action entitled *Tricilla Griffin v. Consolidated Communications*, Eastern District of California Case No. 2:21-CV-00885-WBS-KJN (the “Action”) for a Gross Settlement Amount of eight hundred thousand dollars and no cents (\$800,000.00).¹

The Gross Settlement Amount includes the following: (1) Individual Settlement Payments to Settlement Class Members which will be distributed from the Net Settlement Amount; (2) the Enhancement Payment of seven thousand five hundred dollars and no cents (\$7,500.00) to Plaintiff; (3) the Attorneys' Fees and Litigation Costs to Class Counsel, consisting of attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, or \$280,000.00, and reimbursement of litigation costs and expenses not to exceed twenty four thousand dollars and no cents (\$24,000.00); (4) the Administration Costs to the Settlement Administrator in an amount estimated to be no more than fifteen thousand dollars and no cents (\$15,000.00); and (5) the amount of two hundred thousand dollars and no cents (\$200,000.00) allocated to penalties under the Private Attorneys General Act (“PAGA”), of which 75% (i.e., \$150,000.00) will be distributed to the Labor and

¹ A copy of the fully-executed Settlement Agreement is attached as “**EXHIBIT 1**” to the Declaration of Ovsanna Takvoryan filed concurrently herewith (“Takvoryan Decl.”).

1 Workforce Development Agency (“LWDA”) and 25% (i.e., \$50,000.00) will be
2 distributed to Settlement Class Members as a part of the Net Settlement Amount.

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

5 All current and former hourly-paid or non-exempt employees who
6 worked for Defendant within the State of California at any time during
7 the period from February 24, 2017 through March 23, 2022 (“Class” or
8 “Class Members”).

9 The Class is estimated to consist of approximately two hundred and seventy-
four (274) individuals.

10 Class Members who do not submit a timely and valid request to be excluded
11 from the Settlement (“Settlement Class Member”) will receive a pro rata share of the
12 Net Settlement Amount (“Individual Class Share”) based upon the number of weeks
13 each Class Member worked for Defendant in California as a non-exempt or hourly-
14 paid employee during the period from February 24, 2017, through March 23, 2022
15 (“Workweeks”). A Settlement Class Member’s Individual Settlement Payment will
16 consist of his or her Individual Class Share and, if applicable, his or her Individual
17 PAGA Share.

18 The Settlement resolves the Released Claims of Plaintiff and Settlement Class
19 Members against the Released Parties.

20 The Parties reached the Settlement after engaging in significant informal
21 discovery, investigations, and arm’s-length negotiations. The Settlement resulted
22 from a formal mediation conducted by Hon. Patrick J. Walsh (Ret.), a well-respected
23 mediator who is experienced in wage-and-hour class actions. The Settlement satisfies
24 the criteria for approval and falls within the range of possible approval under
25 California and federal law. Additionally, the proposed Class Notice provides the best
26 notice practicable under the circumstances and will allow each Class Member a full
27 and fair opportunity to evaluate the Settlement and decide whether to participate in it.
28 Accordingly, Plaintiff moves the Court to: grant preliminary approval of the

Settlement and the allocations for Attorneys' Fees and Litigation Costs, the Enhancement Payment to Plaintiff, and Administrator Costs to the Settlement Administrator; certify the proposed Class for settlement purposes; direct distribution of the Class Notice; and set a Final Approval Hearing.

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

Defendant is a publicly traded company, under the name Consolidated Communications Holdings, Inc., and is a leading broadband and business communications provider. Plaintiff Tricilla Griffin is a former employee of Defendant. Declaration of Tricilla Griffin filed concurrently herewith ("Griffin Decl.") ¶ 2.

On February 19, 2021, Plaintiff, by online submission to the California Labor & Workforce Development Agency and by U.S. Certified Mail to the Defendant, provided notice of her intent to seek civil penalties for alleged violations of the California Labor Code, under the PAGA (the "PAGA Letter").

On February 24, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action in the Placer County Superior Court, entitled *Tricilla Griffin v. Consolidated Communications*, case no. S-CV-0046281, against Defendant for violations of the California Labor Code and the California Business and Professions Code.

On April 26, 2021, Plaintiff filed her First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") to add a cause of action for violations of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

On May 24, 2021, Defendant removed the Action to the United States District Court, Eastern District of California, and the case was assigned case number 2:21-cv-00885-WBS-KJN. (Doc. No. 1). On May 21, 2021, Defendant moved to dismiss the action and strike various provisions of the Operative Complaint. (Doc. No. 7).

1 On June 14, 2021, Plaintiff moved to remand the Action back to Placer County
2 Superior Court. (Doc. No. 8). The Parties filed a joint stipulation requesting that the
3 Court stay the action and vacate the hearing dates on the motions to dismiss/strike
4 and remand until after they attended private mediation. (Doc. No. 11). On July 12,
5 2021, the Court granted the Parties' stipulation. (Doc. No. 12).

6 Plaintiff contends that Defendant has violated the California Labor Code by,
7 *inter alia*, failing to properly pay minimum and overtime wages, failing to provide
8 compliant meal and rest periods or pay associated premium payments, failing to
9 timely pay wages upon termination, failing to timely pay wages during employment,
10 failing to provide compliant wage statements, failing to maintain adequate payroll
11 records, and failing to reimburse necessary business-related expenses. Plaintiff
12 further contends that, due to the referenced conduct, Defendant engaged in unfair
13 business practices (in violation of California Business and Professions Code sections
14 17200, *et seq.*) and owes civil penalties recoverable under the PAGA (California
15 Labor Code section 2698, *et seq.*) As a result, Plaintiff contends that she and the
16 Class Members are entitled to, *inter alia*, unpaid wages, penalties, and attorneys'
17 fees.

18 Defendant denies any liability or wrongdoing of any kind associated with
19 Plaintiff's allegations in the Action, disputes the damages and penalties claimed by
20 Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's
21 claims are not appropriate for class or representative action treatment.

22 The Parties engaged in informal discovery, which facilitated an understanding
23 of the nature, strengths, and weaknesses of the allegations and the scope of potential
24 liability. On December 21, 2021, the Parties participated in a formal, full-day
25 mediation conducted by Hon. Patrick J. Walsh (Ret.) ("Mediator"). After a full-day
26 mediation, the Parties reached a settlement, as provided in the Settlement Agreement
27 and herein, to settle Plaintiff's claims on a class-wide and representative basis.

28 ///

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

2 **A. The Class for Settlement Purposes**

3 For settlement purposes only, the Parties agree to class action certification of
4 the following Class consisting of approximately two hundred and seventy-four (274)
5 individuals:

6 All current and former hourly-paid or non-exempt employees who
7 worked for Defendant within the State of California at any time during
8 the period from February 24, 2017 through March 23, 2022 (“Class” or
9 “Class Members”). Agreement, ¶¶ I. D, T.

10 As discussed in § VIII, *infra*, class certification is appropriate with respect to
11 the Settlement and resolution of the Released Claims.²

12 **B. Essential Terms of the Settlement**

13 The Settlement provides for a Gross Settlement Amount of eight hundred
14 thousand dollars and no cents (\$800,000.00). Agreement, ¶ I. R. The Settlement
15 provides that to the extent the number of Workweeks increases beyond 40,687 by
16 more than 10% (i.e., there are more than 44,756 Workweeks from February 24, 2017,
17 through December 21, 2021) (“Workweeks Threshold”), the Gross Settlement
18 Amount shall increase on a *pro rata* basis to the extent the Workweeks Threshold is
19 exceeded. For example, if the Workweeks from February 24, 2017, through
20 December 21, 2021, exceed the Workweeks Threshold by 1%, then the Gross
21 Settlement Amount will be increased by 1%. Agreement, ¶ I. X.

22 Under the terms of the Settlement, the Net Settlement Amount is the Gross
23 Settlement Amount less the following amounts subject to approval by the Court: 1)
24 attorneys’ fees in an amount not to exceed two hundred eighty thousand dollars and
25 no cents (\$280,000.00) (i.e., up to 35% of the Gross Settlement Amount if the Gross
26 Settlement Amount is \$800,000) and reimbursement of costs and expenses in an
27 amount not to exceed twenty four thousand dollars and no cents (\$24,000.00) to Class
28 Counsel (collectively referred to as the “Attorneys’ Fees and Litigation Costs”); 2)

² See Agreement, ¶ VII. A for the definition of Released Claims.

1 payment in the amount of up to seven thousand five hundred dollars and no cents
 2 (\$7,500.00) to Plaintiff Tricilla Griffin (“Enhancement Payment”); 3) settlement
 3 administration costs, which are currently estimated not to exceed fifteen thousand
 4 dollars and no cents (\$15,000.00) to the Settlement Administrator (“Administration
 5 Costs”); and 4) payment to the LWDA of its 75% share of the PAGA Penalties (i.e.,
 6 \$150,000.00 out of \$200,000.00) (“LWDA Payment”). *Id.*, ¶ I. L.

7 Assuming that the amounts allocated under the Settlement toward these
 8 payments are awarded in full, the Net Settlement Amount is currently estimated to be
 9 three hundred twenty-three thousand five hundred dollars and no cents (\$323,500.00).
 10 Takvoryan Decl. ¶ [X]. The Net Settlement Amount will be used to pay Individual
 11 Settlement Payments to Settlement Class Members. Agreement, ¶¶ I. 18 & I. 24.
 12 Each Settlement Class Member’s Individual Class Share will be the *pro rata* share of
 13 the Net Settlement Amount allocated to Class Members based on his or her
 14 Workweeks during the Class Period. *Id.*, ¶ I. M. The entire Net Settlement Amount
 15 will be distributed to Settlement Class Members.

16 **C. Calculation and Range of Individual Settlement Payments to**
 17 **Participating Class Members**

18 The Settlement Administrator will calculate each Settlement Class Member’s
 19 share of the available Net Settlement Amount (“Individual Class Share”), in
 20 accordance with the Settlement Agreement and as follows. *Id.*, ¶ I. 26. Defendant will
 21 calculate the number of Workweeks of each Settlement Class Member during the
 22 Class Period and during the PAGA Period. *Id.*, ¶ XII. A. 1. The Settlement
 23 Administrator will divide the Net Settlement Amount by the total number of
 24 Workweeks worked by all Settlement Class Members during the Class Period, in
 25 order to establish the “Workweek Point Value.” *Id.*, ¶ XII. A. 3. Each Settlement
 26 Class Member’s Individual Class Share will then be determined by multiplying each
 27 Settlement Class Member’s Workweeks during the Class Period by the Workweek
 28 Point Value. *Id.* Individual Class Shares will be allocated as twenty percent (20%)

wages to be reported on IRS Form W-2, and eighty percent (80%) interest, penalties, and non-wage damages to be reported on IRS Form 1099. *Id.*, ¶ XIII. C. The Individual Class Share will be reduced for the employee's share of tax withholdings and payroll deductions on the wages portion. *Id.* Defendant agrees to pay the employer's share of payroll taxes on the Individual Settlement Payments separately and in addition to the Gross Settlement Amount. *Id.*, ¶ XIII. E.

D. Settlement Opt-Out and Objection Procedures

Class Members who wish to be excluded from the Settlement (i.e., opt out) must submit a timely and valid request for exclusion ("Request for Exclusion") to the Settlement Administrator. Agreement, ¶ X. C. 1. To be timely, the Class Member must mail a written Request for Exclusion to the Settlement Administrator, postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline will be extended by fifteen (15) calendar days. *Id.* A Request for Exclusion must contain: (a) the Class Member's full name, address, telephone number, and the last four (4) digits of his or her Social Security number; (b) the case name and number of the Action; (c) a clear statement indicating that he or she wishes to opt out of the Settlement; and (d) the signature of the Class Member or his or her authorized representative. *Id.* Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the terms of the Settlement. *Id.*, ¶ X. C. 2.

Only Class Members who do not exclude themselves from the Settlement (i.e., Settlement Class Members) have standing to object to the Settlement. *Id.*, ¶ X. B. Settlement Class Members who wish to object to the Settlement must send a written objection to the Settlement Administrator ("Objection") or appear at the Final Approval Hearing with or without submitting a written objection to the Settlement. *Id.* To be complete, an Objection must contain: (a) the Settlement Class Member's full name, address, telephone number, signature, and the last four (4) digits of his or

her Social Security number; (b) the case name and number of the Action; (c) clearly state the grounds for the objection; and (d) a statement indicating whether or not he or she intends to appear at the Final Approval Hearing. *Id.* The objection must be mailed to the Settlement Administrator, postmarked no later than the Response Deadline. *Id.* The Settlement Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. *Id.* Any attorney who will represent an individual objecting to this Settlement must file a notice of appearance with the Court and serve it upon Class Counsel and Defendant's Counsel no later than the Response Deadline. *Id.*

E. Scope of the Class Release

The Released Claims that are the subject of the Settlement are:

Any and all wage-related claims that were alleged in the LWDA Letter and Action or which could have been alleged in the LWDA Letter and Action based on the facts asserted in the LWDA Letter and Action arising during the Class Period, including the following claims, under any legal theory of liability, for: (a) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the Industrial Welfare Commission Wage Orders; (b) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the Industrial Welfare Commission Wage Orders; (c) alleged failure to provide proper rest periods pursuant to California Labor Code sections 226.7 and the Industrial Welfare Commission Wage Orders; (d) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the Industrial Welfare Commission Wage Orders; (e) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the Industrial Welfare Commission Wage Orders; (f) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the Industrial Welfare Commission Wage Orders; (g) alleged failure to furnish compliant wage statements pursuant to California Labor Code section 226 and the Industrial Welfare Commission Wage Orders; (h) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and the Industrial Welfare Commission Wage Orders; (i) alleged failure to provide one day of rest in a seven day workweek pursuant to California Labor Code sections 551 and 552 and the Industrial Welfare Commission Wage Orders; (j) alleged failure to provide reporting time pay pursuant to California Labor Code section 1198 and the Industrial Welfare Commission Wage Orders; (k) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and

2802 and the Industrial Welfare Commission Wage Orders; (l) alleged violations of California Business & Professions Code sections 17200, *et seq.*; and (m) alleged violations of California Labor Code section 2698-2699, *et seq.* Agreement, ¶ VII. A.

Upon the Effective Date³ and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will release all Released Claims with respect to the Released Parties. *Id.*

IV. THE LEGAL STANDARD FOR PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT

Class action settlements require approval by the court. Fed. R. Civ. Proc. 23(e). Although judicial policy favors settlement of class actions, *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992), the decision to approve or reject a settlement is within the trial court's discretion, and that decision may be reversed only upon a strong showing of "clear abuse of discretion." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998); *Class Plaintiffs*, 955 F.2d at 1276.

A settlement should be approved if it is "fundamentally fair, adequate, and reasonable." *Hanlon*, 150 F.3d at 1026; Fed. R. Civ. P. 23(e). In approving a class action settlement, courts engage in a two-step process: (1) preliminary approval of the settlement; and (2) a later detailed review after notice is given to class members, to determine whether final approval is appropriate. *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004). At the preliminary approval stage, courts must approve a class action settlement "if it appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible approval." *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).

In evaluating the fairness of the class action settlement, courts should give "proper deference to the private consensual decision of the parties." *Hanlon*, 150 F.3d

³ See Agreement, ¶ I. G., for the definition of the "Effective Date."

at 1027. Courts need only ensure that the settlement is not a product of “fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned.” *Id.*

V. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED

Preliminary approval is appropriate if the settlement is “potentially fair,” *Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 386 (C.D. Cal. 2007), and has no “glaring deficiencies” that would make it clear that a final approval hearing is not warranted. *Murillo v. Pac. Gas & Elec. Co.*, 266 F.R.D. 468, 478 (E.D. Cal. Mar. 4, 2010). As discussed below, the Settlement resulted from hard-fought litigation and extensive negotiations, and is fair and reasonable. Therefore, the Settlement should be preliminarily approved.

A. The Settlement Resulted from Arm’s Length Negotiations and Extensive Investigation and Discovery

An initial presumption of fairness exists “if the settlement is recommended by Class Counsel after arm’s-length bargaining.” *Harris v. Vector Mktg. Corp.*, No. 08-cv-5198-EMC, 2011 WL 1627973, at *8 (N.D. Cal. Apr. 29, 2011) (citation omitted). Courts give great weight to such recommendation, as class counsel are most familiar with the issues underlying the case. *Nat’l Rural*, 221 F.R.D. at 528.

Here, the Parties actively litigated this case since the Action was commenced on February 24, 2021. Class Counsel conducted a thorough investigation into the facts of the case, including, *inter alia*, interviewing Plaintiff and diligently investigating the allegations in this lawsuit. Takvoryan Decl., ¶¶ 10-13. Class Counsel reviewed a large volume of data and documents, including, but not limited to: Employee Handbooks, Plaintiff’s Workers’ Compensation Benefits, Employee Reimbursement Agreement, Plaintiff’s Offer Letter, Plaintiff’s personal information, Employee’s Withholding Allowance Certificate, internal memoranda, Termination Form, Plaintiff’s time and pay data, W-2 Wage and Tax Statement, job descriptions, policies (including, but not limited to, Customer Proprietary Network Information

1 policy, Code of Business Conduct and Ethics, Insider Trading policy and
2 amendments, Attendance policy, and Financial Concern Whistleblower policy),
3 notices (including but not limited to, Notice of Privacy Practices, Notice to Employee
4 pursuant to Labor Code section 2810.5, Notice of Wages used for Unemployment
5 Insurance Claims, and Notice of Change of Medical Provider Network),
6 acknowledgements (including but not limited to the Employee Handbook
7 Acknowledgement and Agreement, Attendance Policy Acknowledgement),
8 Disciplinary Action Forms, among other information and documents. *Id.*, ¶ 14. Class
9 Counsel also drafted Plaintiff's mediation brief and prepared for and attended court
10 proceedings, settlement negotiations, and the mediation, among other tasks.

11 The data and documents produced in this matter enabled Class Counsel to
12 prepare damages/valuation models in preparation for the mediation, to determine the
13 potential value and strength of the claims, and to estimate the potential recovery for
14 the class and PAGA claims. *See id.*, ¶ 21.

15 The Parties reached the Settlement after reviewing all available evidence,
16 arm's-length bargaining, and participating in mediation conducted by Hon. Patrick J.
17 Walsh (Ret.), a well-respected mediator experienced in handling complex wage-and-
18 hour matters. *Id.*, ¶ 12. During mediation, the Parties exchanged information and
19 discussed various aspects of the case, including and not limited to, Plaintiff's claims,
20 the risks and delays of further litigation and of proceeding with class certification or
21 representative adjudication, the law relating to off-the-clock work, meal and rest
22 periods, PAGA claims, wage-and-hour enforcement, the evidence produced and
23 analyzed, the possibility of appeals, and the risks to recovery.⁴ *Id.* ¶ 12.

24 While the Parties disagree over the merits and certifiability of Plaintiff's
25

26 ⁴ *See Hanlon*, 150 F.3d at 1027 (affirming approval of settlement after finding "no evidence to suggest
27 that the settlement was negotiated in haste or in the absence of information illuminating the value of
28 plaintiffs' claims"); *see also Villegas v. J.P. Morgan Chase & Co.*, No. CV 09-00261 SBA (EMC),
2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (stating that participation in private mediation
"tends to support the conclusion that the settlement process was not collusive").

claims, Plaintiff and Class Counsel agree that the Settlement is fair, reasonable, adequate, and in the best interest of the Class and State of California, in light of all known facts and circumstances. *Id.*, ¶¶ 12, 15 & 26.

B. The Settlement Is Fair, Reasonable, and Adequate

The Settlement, which provides for a Gross Settlement Amount of \$800,000, represents a fair, reasonable, and adequate resolution of the Action. Under the Settlement, the entire Net Settlement Amount will be distributed to Settlement Class Members and the entire LWDA Payment will be distributed to the LWDA. The amount of the Settlement is reasonable considering the risks relating to certification, trial, potential appeals, and recovering monetary relief. Takvoryan Decl., ¶¶ 12, 23 & 26. Additionally, the Settlement guarantees a certain monetary recovery to Settlement Class Members and the State of California in a reasonably short period of time, as opposed to waiting additional years for the same or possibly no recovery if this matter were to proceed to trial.

The Settlement was calculated using data and information uncovered through significant case investigation and informal exchange of information in the context of mediation and settlement negotiations. *Id.*, ¶¶ 11-15. Prior to reaching the Settlement, Class Counsel conducted extensive investigation into the claims. *Id.*, ¶¶ 12, 20 & 23. The data and information obtained enabled Class Counsel to calculate the value of the claims and the monetary recovery that could potentially be obtained, and permitted a comprehensive understanding of Defendant's employment policies, practices, and procedures. *Id.*, ¶ 13. This information proved invaluable in negotiating a settlement amount that fairly compensates the Class Members and the State of California. *Id.*

The Parties have also considered the potential risks and rewards inherent in any case and, in particular, with this case. *Id.*, ¶¶ 12-13. Prior to the mediation, Class Counsel performed a damages and penalties analysis and valuation based on time and pay data and information provided by Defendant. *Id.*, ¶ 23.

Plaintiff faces numerous risks in continued litigation, including and not limited

to, bifurcation of discovery and/or trial, a denial of class certification, class de-certification after certification, adverse findings regarding liability, adverse findings regarding damages and penalties (including and not limited to, court discretion to reduce civil penalties), potential appeals, and uncertainty in collecting on any judgment. *See Id.*, ¶¶ 12, 13 & 23. Plaintiff faces the real possibility that, if there is a recovery against Defendant after years of litigation and a lengthy and costly trial, the amount may be much less than the amount negotiated in this Settlement. *See Id.*, ¶¶.

1. The Settlement Fairly Allocates and Distributes Payment

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: “an allocation formula need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel.” *Nguyen v. Radiant Pharm. Corp.*, No. 11-cv-00406, 2014 WL 1802293, at *5 (C.D. Cal. May 6, 2014); *see Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 367 (S.D.N.Y. 2002).

Here, the Settlement is fair because it poses no risk of unequal treatment of any Class Member. Individual Class Shares will be calculated on a *pro rata* basis, based upon the number of each Settlement Class Member’s Workweeks during the Class Period. Agreement, ¶ I.M. Furthermore, the State of California will be issued payment of its 75% share of the amount allocated toward PAGA penalties, in conformity with PAGA. Cal. Lab. Code § 2699(i). Considering the facts in the case, the amount of the Settlement represents a fair, reasonable, and adequate recovery for the Class Members and the State of California. Takvoryan Decl., ¶ 26.

2. The Settlement Is Within the Range of Possible Approval

The Settlement, which provides for a Gross Settlement Amount of \$800,000, provides substantial monetary recovery to Settlement Class Members and the State of California, and is fair, reasonable, and adequate in light of the value of the claims and the significant risks of continued litigation. Similarly, all of the other Settlement terms for which Plaintiff requests approval and/or preliminary approval fall within

the range of reasonableness.

VI. APPOINTMENT OF CLASS REPRESENTATIVE AND CONTEMPLATED SERVICE AWARD

Plaintiff has spent considerable time and effort to produce relevant documents and past employment records and provided the facts and evidence necessary to attempt to support the allegations. Takvoryan Decl., ¶ 25; Griffin Decl., ¶¶ 2-6. Plaintiff was available whenever counsel needed her and tried to obtain documents and information that would facilitate the prosecution of the matter. *Id.* Accordingly, it is appropriate for Plaintiff to be appointed as the representative of the Class.

Furthermore, it is appropriate and just for Plaintiff to receive a reasonable Enhancement Payment for her services in the Action. Subject to approval by the Court, Plaintiff will receive an Enhancement Payment of up to \$7,500. The Enhancement Payment will be paid in addition to Plaintiff's Individual Settlement Payment.

The trial court has discretion to award incentives to the class representative.⁵ *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000). Courts routinely approve service/enhancement awards to class representatives for their time and efforts, and the risks they undertake on behalf of the class. *See, e.g., Staton v. Boeing*, 327 F.3d 938, 976-78 (9th Cir. 2003) (discussing cases approving service awards in the range of \$2,000 to \$25,000). "Enhancement awards are particularly appropriate in wage-and-hour actions" because named plaintiffs bear "a significant reputational risk for bringing suit against their former employers." *Bellinghausen v.*

⁵ In assessing the reasonableness of an incentive award, several district courts in the Ninth Circuit have considered the factors set forth in *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995): (1) the risk to the class representative in commencing a class action; (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. *See, e.g., In re Toys "R" Us-Del., Inc. FACTA Litig.*, 295 F.R.D. 438, 470 (C.D. Cal. 2014); *Covillo v. Specialty's Café*, No. C-11-00594 DMR, 2014 WL 954516, at *7 (N.D. Cal. Mar. 6, 2014); *Carr v. Tadin, Inc.*, 51 F. Supp. 3d 970, 986 (S.D. Cal. 2014).

Tractor Supply Co., 306 F.R.D. 245, 267 (N.D. Cal. Mar. 19, 2015) (quotation marks omitted).

VII. APPOINTMENT OF CLASS COUNSEL AND CONTEMPLATED ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel meet the requirements under Federal Rule of Civil Procedure 23(g). Class Counsel conducted extensive research, investigation, discovery, litigation, and analysis of the potential value of the claims. Takvoryan Decl., ¶ 23; see §§ II and V.A *infra*. Additionally, Class Counsel are highly experienced in wage-and-hour litigation and class action cases. Takvoryan Decl., ¶ 7. Class Counsel have committed and continue to commit significant financial and staffing resources to representation in this matter. Takvoryan Decl. ¶ 10-15. As such, it is appropriate to appoint Lawyers *for* Justice to represent the Class.

The Settlement establishes a Gross Settlement Amount of \$800,000.00 and provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Gross Settlement Amount and reimbursement of litigation costs and expenses related to the Action. Agreement, ¶ I. B. Class Counsel will file an appropriate motion or application in advance of the Final Approval Hearing pursuant to Rule 23(h), requesting an award of attorneys' fees and reimbursement of litigation costs and expenses, and submit evidence and documents to demonstrate the work performed and expenses incurred in this matter.

In reviewing a fee award request, courts consider the following factors: (1) the results achieved; (2) whether there are benefits to the class beyond the immediate generation of a cash fund; (3) the risks of litigation; (4) the skill required of counsel and quality of the work performed; (5) the contingent nature of the fee and the foregoing by counsel of other work; and (6) the reactions of the class. *Vizcaino*, 290 F.3d at 1048-50; *In re Toyota Motor Corp.*, 2013 WL 3224585 (C.D. Cal. June 17, 2013). Of these factors, the most significant factor is the "degree of success obtained." *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983).

The goal is to award “reasonable compensation for creating a common fund.” *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 272 (9th Cir. 1989). District courts usually award attorneys’ fees in the 30-40% range in wage-and-hour class actions that result in recovery of a common fund under \$10 million. *See Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-92 (E.D. Cal. 2010) (citing recent wage-and-hour class actions where district courts approved attorneys’ fee awards ranging from 30-33%); *Singer v. Becton Dickinson and Co.*, 2010 WL 2196104, *8 (S.D. Cal. June 1, 2010) (approving attorneys’ fees of one-third of the common fund and holding that the award was similar to awards in other wage-and-hour class actions where fees ranged from 30.3-40%); *Romero v. Producers Dairy Foods, Inc.*, 2007 WL 3492841 (E.D. Cal. Nov. 14, 2007) (recognizing that “fee awards in class actions average around one-third” of the settlement).

Here, the attorneys’ fees award provided for by the Settlement is reasonable, particularly in light of the time and effort expended by Class Counsel. Class Counsel litigated this case for over a year, with the possibility of an unsuccessful outcome and no fee recovery of any kind. Takvoryan Decl., ¶¶ 10-15. The ongoing work has been demanding and ultimately successful in achieving a substantial settlement. Given the strengths and weaknesses of the claims and the risk and expense of further litigation, Class Counsel have achieved an excellent result on behalf of the Class and the State of California. Considering the amount of attorneys’ fees to be requested, the work performed, and the risks incurred, the allocations for attorneys’ fees and costs provided by the Settlement are reasonable and should be approved. *See Vizcaino*, 290 F.3d at 1051.

VIII. CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE UNDER RULE 23

Class certification under Rule 23(a) is appropriate where the plaintiff demonstrates the four requirements of Rule 23(a) (numerosity, commonality, typicality, and adequacy of representation), and one of the three requirements of Rule

23(b). *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996). The proposed Class meets all of these requirements.

A. Numerosity

A class is sufficiently numerous if it is “so large that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). A reasonable estimate of the number of purported class members is sufficient to meet the numerosity requirement.” *In re Badger Mountain Irr. Dist. Sec. Litig.*, 143 F.R.D. 693, 696 (W.D. Wash. 1992).

The proposed Class consists of approximately two hundred seventy-four (274) individuals. Takvoryan Decl., ¶ 9. The proposed Class is sufficiently numerous, and joinder of all Class Members would be impractical. *See Mazza v. Am. Honda Motor Co.*, 254 F.R.D. 610, 617 (C.D. Cal. 2008), *rev’d on other grounds*, 666 F.581, 593 (9th Cir. 2012) (“As a general rule, classes of forty or more are considered sufficiently numerous.”).

B. Commonality

A class has sufficient commonality “if there are questions of fact and law which are common to the class.” Fed. R. Civ. P. 23(a)(2). An affirmative showing of at least one question of law or fact satisfies this requirement.⁶ Commonality has been found to exist when there is a common legal issue stemming from divergent factual predicates or a common nucleus of facts leading to different legal remedies. *Hanlon*, 150 F.3d at 1019.

Courts generally find commonality where “the lawsuit challenges a system-wide practice or policy that affects all of the putative class members[]” and divergent ways in which these practices affect individual Class Members, if any, do not undermine the finding of commonality.⁷ Here, the Class Members seek remedies

⁶ *Dukes v. Wal-Mart, Inc.*, 564 U.S. 338, 350 & 359 (2011); *see also Hanlon*, 150 F.3d at 1019 (“All questions of fact and law need not be common to satisfy the rule.”).

⁷ *Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001), *abrogated on other grounds by Johnson v. California*, 543 U.S. 499, 504–05 (2005); *Blackie v. Barrack*, 524 F.2d 891, 902 (9th Cir. 1975), *cert denied*, 429 U.S. 816 (1976).

under wage-and-hour laws for violations arising from common, uniform, and systematic practices which applied to all Class Members during the Class Period. See e.g., Takvoryan Decl., ¶¶ 11-13, 15, & 20. Accordingly, the commonality requirement is satisfied for settlement purposes.

C. Typicality

The typicality requirement is satisfied where “the cause of the injury is the same,” as here, and the injury claimed by the named plaintiffs are “similar” to that of unnamed class members. *Armstrong*, 275 F.3d at 868-69. They need not be “identical.” *Id.* at 869. Here, Plaintiff’s claims are typical of those of the Class Members, though some factual differences may exist among them, as the claims arise from the same events or course of conduct and are based upon the same legal theories. Plaintiff worked as a non-exempt employee for Defendant. Griffin Decl., ¶ 2. The typicality requirement is satisfied for settlement purposes as Plaintiff’s claims arise from the same factual basis and are based on the same legal theories as those applicable to all other Class Members. *Welmer v. Syntex*, 117 F.R.D. 641, 644 (N.D. Cal. 1987).

D. Adequacy of Representation

Rule 23(a)(4) requires that (1) a class representative fairly and adequately protect the interests of the class, and (2) class counsel be qualified and competent to conduct the litigation. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 462 (9th Cir. 2000). The requirement “tends to merge with the commonality and typicality criteria of Rule 23(a).”⁸ The inquiry turns on whether “the named plaintiffs and their counsel have any conflicts of interest with other class members” and “whether the named plaintiffs and their counsel [will] prosecute the action vigorously on behalf of the class.” *Hanlon*, 150 F.3d at 1020.

Plaintiff’s interests align with those of other Class Members, as all of them

⁸ *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 626 n.20 (1997); see also *Manual for Complex Litig., Fourth* § 21.132 (“a settlement class must be cohesive”).

were employed by Defendant within the State of California. Griffin Decl., ¶ 2. Plaintiff's claims are typical of those of Class Members, which are confined to a limited group of similarly situated employees during the Class Period. Class Counsel is highly experienced in employment class action and complex wage-and-hour litigation, having handled hundreds of cases before and having been appointed Class Counsel in hundreds of other cases. Takvoryan Decl., ¶ 7. Plaintiff contends that Class Counsel's experience in litigating similar matters was integral to obtaining the Settlement. See also § VII, *infra*.

E. Predominance and Superiority

The proposed Class meets the requirements of Rule 23(b)(3) for settlement purposes because (1) common questions predominate over questions that affect individual members; and (2) class resolution is superior to other available means of adjudication. When assessing predominance and superiority, a court may consider that the proposed class will be certified for settlement purposes only. See *Amchem Prods.*, 521 U.S. at 618-20. Where the matter is being settled, a showing of manageability at trial is unnecessary. *Id.* at 620. At this stage, the relevant inquiry is "whether the proposed classes are sufficiently cohesive to warrant adjudication by representation." *Id.* at 618-20, 623; see *Hanlon*, 150 F.3d at 1022.

Here, the Class is sufficiently cohesive to warrant certification. For settlement purposes, common questions of fact and law affecting Class Members predominate over any questions that may affect only individual members. For example, Defendant's alleged failures to properly pay Class Members for all hours worked and provide compliant meal and rest periods are alleged to arise from Defendant's uniform policies, practices, and procedures. As such, the questions of fact and law relating to these issues predominate for settlement purposes. See Takvoryan Decl., ¶ 20.

Moreover, a class resolution is superior to other available means for the fair and efficient adjudication of the controversy. See *Hanlon*, 150 F.3d at 1023. The

1 superiority requirement involves a “comparative evaluation of alternative mechanism
2 of dispute resolution.” *Id.* Here, the alternative method of resolution is individual
3 claims, subject to proof, for relatively small amounts of damages, which would be
4 uneconomical for potential plaintiffs. *Id.* Therefore, a class resolution is superior to
5 any other available methods.

6 **IX. ADEQUACY OF THE METHOD OF NOTICE**

7 “Adequate notice is critical to court approval of a class settlement under Rule
8 23(e).” *Hanlon*, 150 F.3d at 1025. A class notice must be “the best notice that is
9 practicable under the circumstances, including individual notice to all members who
10 can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). A class
11 notice is adequate if it “generally describes the terms of the settlement in sufficient
12 detail to alert those with adverse viewpoints to investigate and to come forward and
13 be heard.” *Churchill Vill. LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). The
14 notice must also be “neutral and objective in tone, and should neither promote nor
15 discourage the assertion of claims.” *Schaefer v. Overland Express Family of Funds*,
16 169 F.R.D. 124, 131 (S.D. Cal. 1996).

17 Here, the proposed Class Notice provides the best notice practicable and is
18 adequate. It provides information on, *inter alia*, the nature of the Action, a summary
19 of the terms of the Settlement, the definition of the Class, a statement that the Court
20 has preliminarily approved the Settlement; the nature and scope of the claims being
21 released, and how each Class Member’s Individual Class Share is calculated, and the
22 number of Workweeks credited to them. The Class Notice summarizes the
23 proceedings and provides the date, time, and place of the Final Approval Hearing,
24 and all of this information is “clearly and concisely state[d] in plain, easily
25 understood language.” Fed. R. Civ. P. 23(c)(2)(B).

26 The Class Notice also fulfills the requirement of neutrality in class and
27 collective notices. The Class Notice provides a brief, neutral explanation of the case
28 from the perspective of both Parties and recognizes that the Court has not yet granted

final approval of the Settlement.⁹ The Class Notice sets forth the procedures and deadlines governing the submission of Requests for Exclusion, Notices of Objection, and disputes regarding the number of Workweeks credited to Class Members. The proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Accordingly, the Court should approve the proposed Class Notice.

All Class Members can and will be identified by Defendant through a review of their business records. After receiving the data from Defendant regarding each Class Member, the Settlement Administrator will mail a Class Notice to each of them. Agreement, ¶ X. A. 2.¹⁰ Accordingly, the proposed Class Notice is adequate and is the best notice practicable under Rule 23(c)(2)(B).

X. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR AND CONTEMPLATED SETTLEMENT ADMINISTRATOR COSTS

The Parties have selected ILYM Group (“ILYM Group” or “Settlement Administrator”) as the Settlement Administrator to handle the notice and administration of the Settlement. ILYM Group will distribute and respond to inquiries about the Class Notice; determine the timeliness, validity, and/or completion of any Requests for Exclusion, Objections, and/or Workweek disputes; calculate Individual Class Shares; and calculate all amounts to be paid from the Net Settlement Amount. Agreement, ¶ IX.

Settlement Administrator Costs are currently estimated not to exceed \$15,000 and will be paid out of the Gross Settlement Amount. Plaintiff respectfully requests that the Court appoint ILYM Group as the Settlement Administrator and direct distribution of the Class Notice in the manner, and based on the proposed deadlines,

⁹ See *Hoffmann-La Roche Inc. v. Sperling*, 493 U.S. 165, 174 (1989) (“[C]ourts must be scrupulous to respect judicial neutrality” in overseeing the class action notice process and “avoid even the appearance of judicial endorsement of the merits of the action[.]”).

¹⁰ See *Elsen v. Carlisle & Jacqueline*, 417 U.S. 156, 175-77 (1974) (Individual notice by mail “is clearly the ‘best notice practicable’ within the meaning of Rule 23(c)(2)” where “all class members [] can be identified with reasonable effort”).

set forth in the Settlement Agreement and Section IX, below.

XI. DEADLINES FOR NOTICE AND ADMINISTRATION

The Court is respectfully requested to approve the proposed deadlines for the notice and settlement administration process. Within fifteen (15) 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) dates of employment with Defendant as an hourly-paid or non-exempt employee; (5) the number of Workweeks worked during the Class Period; (6) the number of Workweeks worked during the PAGA Period; (7) Social Security number; and (8) the last known email address (collectively, “Class List”). *Id.*, ¶ X. A. 1. 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. *Id.*, ¶ X. A. 2. 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. *Id.*, ¶ X. A. 3. If no forwarding address is provided, then the Settlement Administrator will perform a skip-trace in an attempt to locate a more current address within three (3) business days of receipt of the returned mail. If the Settlement Administrator is successful in locating an updated address, it will re-mail the Class Notice to the Class Member. *Id.*

Requests for Exclusion, Workweeks disputes, and Objections must be mailed to ILYM Group, post-marked by the Response Deadline. *Id.*, ¶¶ X. B-C, XI. A.

All Individual Settlement Payment checks will remain valid and negotiable for 180 days from the date of their issuance. After the 180-day check-cashing deadline, the attorneys for the Parties shall file a stipulation to amend the judgment, in accordance with California Code of Civil Procedure section 384.5, et seq., that sets forth the total amount paid to Settlement Class Members and the amount of unpaid residue, plus any interest that has accrued on such funds in the account established by

the Settlement Administrator, to be paid to the *cy pres*. The funds associated with any Individual Settlement Payment checks remaining uncashed after one hundred and eighty (180) calendar days of mailing will be paid to the Voluntary Legal Services of Northern California, after the Court enters an order approving the Parties' stipulation to amend the judgment. *Id.*, ¶ XII. D.

XII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement; certify the proposed Class for settlement purposes; appoint Plaintiff as the Class Representative; appoint Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Ovsanna Takvoryan of Lawyers *for* Justice, PC as Class Counsel; preliminarily approve the allocations for PAGA Penalties, Attorneys' Fees and Litigation Costs, the Enhancement Payment, and Administration Costs; appoint ILYM Group as Settlement Administrator; approve and direct the mailing of the Class Notice to the Class Members; and schedule a Final Approval Hearing in approximately six months after the Court grants preliminary approval.

Dated: September 20, 2022

LAWYERS *for* JUSTICE, PC

By: /s/ Ovsanna Takvoryan

Ovsanna Takvoryan

Attorneys for Plaintiff Tricilla Griffin