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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CHARISMA COLEMAN and KENNETH
SARGEANT, individually, and on behalf of
other members of the general public similarly
situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA");

Plaintiffs,

v.

H&E EQUIPMENT SERVICES, INC., a
Delaware corporation; H&E EQUIPMENT
SERVICES (CALIFORNIA), LLC, a
California limited liability company; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: RG20069157

Honorable Eumi Lee
Department 512

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Reservation ID: R-2295998]

[Declaration of Proposed Class Counsel
(Douglas Han); and [Proposed] Order filed
concurrently herewith]

Hearing Date: December 10, 2021
Hearing Time: 9:00 a.m.
Hearing Place: Department 512

Complaint Filed: July 27, 2020
FAC Filed: August 25, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on December 10, 2021 at 9:00 a.m., or as soon as the
2 matter may be heard, before the Honorable Eumi Lee in Department 512 of the Hayward Hall of
3 Justice, located at 24405 Amador Street, Hayward, California 94544, Plaintiffs Charisma
4 Coleman and Kenneth Sargeant (“Plaintiffs,” “Plaintiff Coleman,” and “Plaintiff Sargeant”) will
5 and hereby move for an order:

- 6 • Granting Preliminary Approval of the proposed class action settlement described
7 herein and as set forth in the Parties’ Joint Stipulation and Settlement Agreement
8 (“Settlement Agreement,” “Settlement,” or “Agreement”), attached as
9 **“EXHIBIT 2”** to the Declaration of Douglas Han, including, and not limited to,
10 the means of allocation and distribution of funds, and the allocations for penalties
11 under the California Labor Code Private Attorneys General Act of 2004
12 (“PAGA”), the Attorney Fee Award, the Cost Award, the Class Representative
13 Enhancement Payments, and the Administration Costs;
- 14 • Conditionally certifying the proposed Class for settlement purposes only;
- 15 • Appointing Plaintiffs as the Class Representatives;
- 16 • Appointing Justice Law Corporation as Class Counsel;
- 17 • Approving the proposed Notice of Class Action Settlement (“Class Notice”)
18 attached as **“Exhibit A”** to the Settlement Agreement;
- 19 • Approving the Election Not To Participate In (Opt Out From) Class Action
20 Settlement Form (“Exclusion Form”) attached as **“Exhibit B”** to the Settlement
21 Agreement;
- 22 • Directing the mailing of the proposed Class Notice and Exclusion Form
23 (collectively, known as the “Notice Packets”) with a postage-paid return
24 envelope to the proposed Class;
- 25 • Approving the proposed deadlines for the notice and Settlement Administration
26 process;
- 27 • Approving Simpluris, Inc. (“Simpluris”) as the Settlement Administrator; and

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- Scheduling a hearing to consider whether to grant Final Approval of the Settlement Agreement, at which time the Court will also consider whether to grant Final Approval of the requests for the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the Administration Costs, and approval of the allocation for PAGA penalties.

This motion is based upon the following memorandum of points and authorities; the Declaration of Proposed Class Counsel (Douglas Han); the [Proposed] Order filed concurrently with this motion; the pleadings and other records on file with the Court in this matter; and such documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: November 12, 2021

JUSTICE LAW CORPORATION

By: 
Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiffs

TABLE OF CONTENTS

I.	INTRODUCTION	10
II.	BACKGROUND	10
III.	INVESTIGATION/ LITIGATION HISTORY	12
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	12
b.	The Parties Were Able to Reach an Agreement on Settlement of the Action	13
i.	The Parties Attended Mediation Which Ultimately Led to the Joint Stipulation and Settlement Agreement	13
ii.	The Settlement Was Reached Because of Arm's-Length Negotiations ..	14
iii.	The Settlement Is the Result of Thorough Investigation and Discovery .	14
c.	Terms of the Proposed Settlement	15
i.	Deductions from the Settlement.....	15
ii.	Calculation of the Individual Settlement Payments to Class Members...	15
iii.	Notice to the Class	16
iv.	Distribution of Funds	16
v.	Release of Claims	17
d.	Counsel for Both Parties Are Experienced in Similar Litigation	18
IV.	ARGUMENT	19
a.	Class Action Settlements Are Subject to Court Review	19
b.	The Proposed Settlement Is a Reasonable Compromise of Claims.....	19
i.	The Settlement Is Fair and Reasonable.....	20
ii.	The Settlement Amount of \$1,200,000 Is Reasonable	21
c.	Discount Analysis Justifies the Settlement	25
d.	Conditional Certification of the Class Is Appropriate	26
i.	The Proposed Class Is Ascertainable and Sufficiently Numerous.....	26
ii.	The Class Members Share a Well-Defined Community of Interest	27
1.	Common Issues Predominate.....	27
2.	Plaintiffs' Claims Are Typical of the Class Claims.....	28

1	3.	Plaintiffs are Adequate to Represent the Class	28
2	4.	Class Action is Superior for the Fair and Efficient Adjudication of	
3		this Controversy	28
4	e.	The Settlement Is Fair, Reasonable, and Adequate	29
5	f.	Notice to Class Members Complies with California Rule of Court 3.769(f)	29
6	V.	CONCLUSION.....	30

TABLE OF AUTHORITIES

Cases

<i>Aguilar v. Cintas Corp. No. 2,</i>	
144 Cal. App. 4 th 121 (2006)	21
<i>Amaro v. Anaheim Arena Management, LLC</i>	
(2021) 69 Cal.App.5th 521	18
<i>Bartold v. Glendale Federal Bank,</i>	
81 Cal. App. 4 th 816 (2000)	27
<i>Bernstein v. Virgin Am., Inc.</i>	
(9th Cir. 2021) 990 F.3d 1157.....	22
<i>In re Beef Industry Antitrust Litigation,</i>	
607 F. 2d 167 (5 th Cir. 1979)	19
<i>Boyd v. Bechtel Corp.,</i>	
485 F. Supp. 610 (N.D. Cal. 1979)	14, 20
<i>Brinker Restaurant Corporation v. Superior Court,</i>	
53 Cal. 4 th 1024 (2012)	27
<i>Capitol People First v. Department of Developmental Services,</i>	
155 Cal. App. 4 th 676 (2007)	27
<i>Carrington v. Starbucks Corp.,</i>	
30 Cal. App. 5 th 504 (2018)	23, 24
<i>City of Detroit v. Grinnell Corporation,</i>	
495 F. 2d 448 (2d Cir. 1974).....	25
<i>Classen v. Weller,</i>	
145 Cal. App. 3d 27 (1983)	28
<i>Costter v. Lyft, Inc.,</i>	
193 F. Supp. 3d 1030 (N.D. Cal. 2016)	24
<i>Dunbar v. Albertson's Inc.,</i>	
141 Cal. App. 4 th 1422 (2006)	21

1	<i>Dunk v. Ford Motor Co.,</i>	
2	48 Cal. App. 4 th 1794 (1996)	19, 29
3	<i>Espinoza v. Galardi South Enterprises Inc.,</i>	
4	Case No. 1:14-cv-21244 (S.D. Fla. 2016)	27
5	<i>Ghazaryan v. Diva Limousine, Ltd.,</i>	
6	169 Cal. App. 4 th 1524 (2008)	27
7	<i>Green v. Obledo,</i>	
8	29 Cal. 3d 126 (1981)	19
9	<i>Harris v. Superior Court,</i>	
10	154 Cal. App. 4 th 164 (2007)	21
11	<i>Hicks v. Kaufman & Broad Home Corp.,</i>	
12	89 Cal. App. 4 th 908 (2001)	26
13	<i>Hopson v. Hanesbrands Inc.,</i>	
14	2009 U.S. Dist. LEXIS 33900 (N.D. Cal. Apr. 3, 2009)	24
15	<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n,</i>	
16	452 U.S. 905 (1981).....	19
17	<i>Jones v. JGC Dallas LLC,</i>	
18	Case No. 3:11-cv-02743 (N.D. Tex. 2014).....	27
19	<i>Kullar v. Foot Locker Retail, Inc.,</i>	
20	168 Cal. App. 4 th 116 (2008)	19, 20
21	<i>Linder v. Thrifty Oil Co.,</i>	
22	23 Cal. 4 th 429 (2000)	27
23	<i>Linney v. Cellular Alaska Partnership,</i>	
24	151 F. 3d 1234 (9 th Cir. 1998)	26
25	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles,</i>	
26	186 Cal. App. 4 th 399 (2010)	19, 20
27	<i>Nordstrom Com. Cases,</i>	
28	186 Cal. App. 4 th 576 (2010)	24

1	<i>Sav-On Drug Stores, Inc. v. Superior Court,</i>	
2	34 Cal. 4 th 319 (2004)	21, 26, 27
3	<i>In re Tableware Antitrust Litig.,</i>	
4	484 F. Supp. 2d 1078 (N.D. Cal. 2007)	25
5	<i>Tech-Bilt v. Woodward-Clyde & Associates,</i>	
6	38 Cal. 3d 488 (1985)	20
7	<i>Thurman v. Bayshore Transit Mgmt.</i>	
8	(2012) 203 Cal.App.4th 1112.....	22
9	<i>Ubrino v. Orkin Svcs. Of Calif., Inc.,</i>	
10	726 F. 3d 118 (9 th Cir. 2013)	23
11	<i>Vasquez v. Superior Court,</i>	
12	4 Cal. 3d 800 (1971)	19
13	<i>Viceral v. Mistras Grp., Inc.,</i>	
14	2016 WL 5907869 (N.D. Cal. Oct. 11, 2016).....	23
15	<i>Walsh v. IKON Solutions, Inc.,</i>	
16	148 Cal. App. 4 th 1440 (2007)	21
17	<i>Yocupicio v. PAE Grp., LLC,</i>	
18	795 F. 3d 1057 (9 th Cir. 2015)	23
19	<u>Statutes</u>	
20	Business and Professions Code §§ 17200.....	21
21	Code of Civil Procedure § 382.....	26, 29
22	Code of Civil Procedure § 877.6.....	20
23	Federal Rule 23	19
24	Labor Code § 201.....	22, 24
25	Labor Code § 202.....	22, 24
26	Labor Code § 203.....	22, 24
27	Labor Code § 204.....	22, 24
28	Labor Code § 226.....	22, 24

1	Labor Code § 227.....	22
2	Labor Code § 246.....	22, 24
3	Labor Code § 510.....	22, 24
4	Labor Code § 512.....	22, 24
5	Labor Code § 1174.....	22, 24
6	Labor Code § 1194.....	22, 24
7	Labor Code § 1197.....	22, 24
8	Labor Code § 1198.....	22, 24
9	Labor Code § 2699.....	22, 23
10	Labor Code § 2751.....	12, 22
11	Labor Code § 2800.....	22, 24
12	Labor Code § 2802.....	22, 24
13	Rule 3.769	19, 29

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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary \$1,200,000 proposed
3 wage and hour class action settlement by Plaintiffs on behalf of themselves and all non-exempt
4 employees employed by Defendants H&E Equipment Services, Inc. and H&E Equipment
5 Services (California), LLC (“Defendants”) in California at any time during the Class Period
6 (“Class”). The Class Period is the time period from April 6, 2016, and September 5, 2021
7 (“Class Period”). At the time of this filing, the number of Class Members provided by
8 Defendants is currently estimated to be three hundred fifty-five (355). (Declaration of Douglas
9 Han (“Han Dec.”) at ¶ 8.)

10 It is requested this Court grant Preliminary Approval, as, when analyzing the strengths
11 and vulnerabilities of the class claims along-side Defendants’ potential liability exposure, this
12 proposed settlement of \$1,200,000 – with an average Individual Settlement Payment amount
13 estimated at \$1,802.82¹ – is well within the “ballpark” of reasonableness.

14 As the following sections show, Class Counsel is convinced that the proposed
15 Settlement is in the best interests of the Class based on the negotiations and a detailed
16 knowledge of the issues present in this action. The length and risks of trial and perils of
17 litigation that affect the value of the claims were all carefully weighed. In addition, the defenses
18 asserted by Defendants, particularly, the uncertainty of class certification, the difficulties of
19 complex litigation, the lengthy process of establishing specific damages and possible delays and
20 appeals, were also carefully considered by Class Counsel in arriving at the proposed Settlement.

21 **II. BACKGROUND**

22 Defendants are “one of the largest rental equipment companies in the nation, providing
23 the higher standard in equipment rentals, sales, parts, and service” and have ninety-six (96)
24 locations nationwide. This case involves all non-exempt employees employed by Defendants in
25 California at any time during the time period between April 6, 2016, and September 5, 2021.
26 (Han Dec., *supra*, at ¶ 9.)

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¹ \$640,000 (Net Settlement Amount) / 355 (Class Members) = \$1,802.82.

1 On July 27, 2020, Plaintiff Coleman, a former employee of Defendants, filed a wage-
2 and-hour class action complaint against Defendant H&E Equipment Services, Inc. in the
3 Superior Court of California, County of Alameda (Case No. RG20069157) (“Class Action”).
4 Plaintiff Coleman’s wage-and-hour class action complaint alleged violation of Business &
5 Professions Code sections 17200, *et seq.* (Han Dec., *supra*, at ¶ 10.)

6 On September 4, 2020, Class Action was removed to the United States District Court,
7 Northern District of California (Case No. 4:20-cv-06280-JSW). (Han Dec., *supra*, at ¶ 11.)

8 On May 26, 2021, Plaintiff Sargeant provided written notice to the California Labor and
9 Workforce Development Agency (“LWDA”) and Defendant H&E Equipment Services, Inc. of
10 the specific provisions of the Labor Code he contends were violated, and the theories supporting
11 his contentions. (Han Dec., *supra*, at ¶ 12.)

12 The Parties attended mediation on Plaintiff Coleman’s claims on June 1, 2021. Under
13 the auspices of the mediator Mark Rudy, the Parties were eventually able to reach an agreement
14 on the settlement of the action. (Han Dec., *supra*, at ¶ 13.)

15 Pursuant to the Parties’ decision to settle the Class Action, on June 8 and June 14, 2021,
16 Plaintiff Sargeant submitted to the LWDA additional amendments to his initial May 26, 2021
17 written notice. The June 8, 2021 and June 14, 2021 amendments alleged additional provisions
18 of the Labor Code Plaintiff Sargeant contends were violated, along with theories supporting his
19 contentions, and identified Defendant H&E Equipment Services (California), LLC as an
20 additional “Employer” respectively. (Han Dec., *supra*, at ¶ 14.)

21 Afterwards, the on July 23, 2021, the United States District Court, Northern District of
22 California granted the Parties’ stipulation to remand the Class Action back to the Superior Court
23 of California, County of Alameda and the action was remanded. (Han Dec., *supra*, at ¶ 15.)

24 Next, on August 25, 2021, Plaintiff Coleman filed a First Amended Complaint (“FAC”)
25 in the Superior Court of California, County of Alameda. The FAC added Plaintiff Sargeant as
26 an additional plaintiff and class representative, added Defendant H&E Equipment Services
27 (California), LLC as an additional defendant, and added various wage-and-hour causes of action
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for violation of the Labor Code based on alleged violations of the foregoing Labor Code sections and Labor Code section 2751. (Han Dec., *supra*, at ¶ 16.)

Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Class Action is not appropriate for class or representative treatment. Defendants assert several defenses to the claims, including but not limited to, preemption and deny any wrongdoing or liability arising out of any of the alleged facts or conduct in the Class Action. (Han Dec., *supra*, at ¶ 17.)

III. INVESTIGATION/ LITIGATION HISTORY

a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions

After Plaintiff Coleman filed his wage-and-hour class action complaint, both Parties engaged in discovery. Plaintiffs propounded one (1) set of form interrogatories, one (1) set of special interrogatories, one (1) set of requests for admissions; and one (1) set of requests for production of documents. Afterwards, the Parties met and conferred regarding this discovery. (Han Dec., *supra*, at ¶ 18.)

Prior to the mediation and both before and after the Class Action was filed, the Parties conducted significant investigation and discovery of the facts and law. Specifically, Defendants produced hundreds of documents relating to their policies, practices, and procedures regarding the allegations in the Class Action, including reimbursement of business expenses, paying non-exempt employees for all hours worked, meal and rest break policies, and payroll and operational policies. As part of Defendants' production, Plaintiffs reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of workweeks in the Class Period. Plaintiffs also interviewed several Class Members. (Han Dec., *supra*, at ¶ 19.)

Based upon Defendants' document production and interviews Class Counsel had with non-exempt employees, Plaintiffs contend – and Defendants deny – that Defendants failed to provide employees legally mandated meal and rest breaks. Specifically, Plaintiffs alleged that Defendants had in place improper, uniform policies and practices that prevented employees

1 from receiving compliant meal and rest breaks. (Han Dec., *supra*, at ¶¶ 21-22.)

2 Plaintiffs also allege – and Defendants deny – that Defendants failed to compensate
3 employees for all hours worked. Specifically, Defendants purportedly forced employees to work
4 off-the-clock for which they were not compensated. Defendants also supposedly failed to factor
5 non-discretionary bonuses into employees’ regular rates of pay for overtime compensation or
6 properly calculate and pay sick leave. (Han Dec., *supra*, at ¶¶ 23-24.)

7 Next, Plaintiffs assert – and Defendants deny – that Defendants failed to reimburse
8 employees for necessary business-related expenses. This apparently extended to not
9 reimbursing employees for business purchases (*i.e.*, tools, boots, company shirts) or using their
10 personal cell phones for business-related purposes. (Han Dec., *supra*, at ¶ 25.)

11 Plaintiffs contend – and Defendants deny – that Defendants are liable for waiting time
12 penalties and for issuing noncompliant wage statements. (Han Dec., *supra*, at ¶¶ 26-27.)

13 Defendants deny Plaintiffs’ contentions in their entirety and alleges that many Class
14 Members’ claims are preempted by the Federal Motor Carrier Safety Administration’s hours-of-
15 service regulations. As demonstrated above, the Parties took staunchly conflicting positions
16 concerning Defendants’ policies and procedures and their effect on non-exempt employees.
17 (Han Dec., *supra*, at ¶ 28.)

18 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

19 **i. The Parties Attended Mediation Which Ultimately Led to the Joint**
20 **Stipulation and Settlement Agreement**

21 The Parties agreed to go to mediation with experienced wage-and-hour mediator Mark
22 Rudy that took place on June 1, 2021. Under the auspices of the mediator, the Parties were
23 eventually able to reach an agreement on a settlement of the Class Action, the terms of which
24 were memorialized in a Settlement Agreement, that the Parties now seek Preliminary Approval
25 of in the instant motion. (Han Dec., *supra*, at ¶ 28, Exhibit 2.)

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1 **ii. The Settlement Was Reached Because of Arm’s-Length Negotiations**

2 The Settlement was reached because of arm’s-length negotiations. Though cordial and
3 professional, the settlement negotiations have been, always, adversarial, and non-collusive in
4 nature. At the mediation, Counsel for the Parties conducted extensive arm’s length settlement
5 negotiations until an agreement was ultimately reached. (Han Dec., *supra*, at ¶ 46.)

6 Plaintiffs and Class Counsel believe in the merits of the case but also recognize the
7 expense and length of continued proceedings necessary to continue the litigation through class
8 certification and trial and through any possible appeals. Plaintiffs and Class Counsel have also
9 considered the uncertainty and risk of further litigation, potential outcome, and difficulties and
10 delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive
11 settlement negotiations, including formal mediation on June 1, 2021. Based on the foregoing,
12 Plaintiffs and Class Counsel believe the settlement set forth in the Agreement is a fair, adequate,
13 and reasonable settlement, and is in the best interests of the Class. (Han Dec., *supra*, at ¶ 47.)

14 **iii. The Settlement Is the Result of Thorough Investigation and**
15 **Discovery**

16 The Parties thoroughly investigated and evaluated the factual strengths and weaknesses
17 before reaching the proposed settlement, and engaged in sufficient investigation, research, and
18 discovery. The proposed settlement was possible following significant discovery and evaluation
19 of Defendants’ relevant policies and procedures, as well as the data they produced for the Class,
20 which permitted Class Counsel to engage in a comprehensive analysis of liability and potential
21 damages. Furthermore, this case has reached the stage where “the Parties certainly have a clear
22 view of the strengths and weaknesses of their cases” sufficient to support the Settlement. (*Boyd*
23 *v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 617.) (Han Dec., *supra*, at ¶ 48.)

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1 **c. Terms of the Proposed Settlement**

2 **i. Deductions from the Settlement**

3 The Parties have agreed (subject to and contingent upon the Court’s approval) that this
4 action be settled and compromised for the non-reversionary total sum of \$1,200,000
5 (“Maximum Settlement Amount”) which includes, subject to Court approval: (a) the Attorney
6 Fee Award to Class Counsel in an amount not to exceed one-third (1/3) of the Maximum
7 Settlement Amount, or \$400,000; (b) the Cost Award to Class Counsel as reimbursement for
8 actual litigation costs not to exceed \$25,000; (c) the Class Representative Enhancement
9 Payments in the amount of \$10,000 to each Class Representative; (d) the Administration Costs
10 to Simpluris, the Settlement Administrator, not to exceed \$15,000; and (e) PAGA Payment of
11 \$100,000, seventy-five percent (75%) of which (\$75,000) shall be paid to the LWDA and
12 twenty-five percent (25%) of which (\$25,000) shall be distributed to Eligible Aggrieved
13 Employees, on a pro rata basis. (Han Dec., *supra*, at ¶ 30.)

14 **ii. Calculation of the Individual Settlement Payments to Class Members**

15 After all Court-approved deductions from the Maximum Settlement Amount, it is
16 estimated that \$640,000 (“Net Settlement Amount”) will be distributed to Class Members –
17 with an average Individual Settlement Share estimated at \$1,802.82. (Han Dec., *supra*, at ¶ 32.)

18 Individual Settlement Payment will be apportioned as follows: twenty percent (20%)
19 wages and eighty percent (80%) penalties and interest. (Han Dec., *supra*, at ¶ 33.)

20 The Individual Settlement Payment will be calculated based on their pro rata share of the
21 Net Settlement Amount based on workweeks during the Class Period as follows:

22 (i) the number of weeks he or she worked as an hourly-paid or non-exempt employee
23 during the Class Period, divided by (ii) the total number of weeks worked by all
24 Participating Class Members collectively during the Class Period, which is then
multiplied by the Net Settlement Amount. (Han Dec., *supra*, at ¶ 34.)

25 Furthermore, the Individual PAGA Payment will be calculated based on their pro rata
26 share of the PAGA Payment allocated to the Eligible Aggrieved Employees based on pay
27 periods during the PAGA Periods as follows:

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1 (i) the number of pay periods he or she worked as an hourly-paid or non-exempt
2 employee or exempt outside sales representatives during the PAGA Periods, divided by
3 (ii) the total number of pay periods worked by all Eligible Aggrieved Employees
4 collectively during the PAGA Periods, which is then multiplied by the PAGA Payment
5 allocated to the Eligible Aggrieved Employees (\$25,000). (Han Dec., *supra*, at ¶ 35.)

6 The precise number of compensable weeks worked per Class Member will not be known
7 until Defendants has tabulated them after preliminary approval. No portion of the Maximum
8 Settlement Amount will revert to Defendants for any reason. (Han Dec., *supra*, at ¶ 36.)

9 **iii. Notice to the Class**

10 Within fifteen (15) calendar days after entry of the Preliminary Approval Order,
11 Defendants shall deliver the Class Data to Settlement Administrator. (Han Dec., *supra*, at ¶ 37.)

12 Within fourteen (14) calendar days after Defendants' deadline to provide the Class Data
13 to the Settlement Administrator, the Settlement Administrator will mail the Notice Packet to all
14 identified Class Members via first-class regular U.S. Mail. Class Members and Eligible
15 Aggrieved Employees are not required to submit a claim form to receive their Individual
16 Settlement Payments and Individual PAGA Payments respectively. The proposed Class Notice
17 and Exclusion Form are attached as Exhibits A and B to the Settlement Agreement respectively,
18 which is Exhibit 2 to the Declaration of Douglas Han. (Han Dec., *supra*, at ¶ 38.)

19 **iv. Distribution of Funds**

20 No later than seven (7) days after the Effective Final Settlement Date, Defendants shall
21 deposit the Maximum Settlement Amount of \$1,200,000 by wiring the funds to the Settlement
22 Administrator. Defendants shall also at this time provide any tax information that the Settlement
23 Administrator needs and requests with reasonable notice to calculate each Participating Class
24 Member's Individual Settlement Payment. (Han Dec., *supra*, at ¶ 39.)

25 Within fourteen (14) calendar days after the deadline to fund the Settlement, the
26 Settlement Administrator shall calculate and disburse all payments due under the Settlement
27 Agreement, including all Individual Settlement Payments, Individual PAGA Payments, the
28 Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the
PAGA Payment, and the Administration Costs. (Han Dec., *supra*, at ¶ 40.)

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1 Participating Class Members and Eligible Aggrieved Employees must cash or deposit
2 their Individual Settlement Payment and Individual PAGA Payment checks within one hundred
3 eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed
4 or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will
5 send a reminder postcard. If any checks remain uncashed or not deposited by the expiration of
6 the 90-day period after mailing the reminder notice, the Settlement Administrator will, within
7 two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual
8 Settlement Payment or Individual PAGA Payment (as applicable) to the State Controller
9 Unclaimed Property Fund in accordance with California Unclaimed Property Law so that the
10 Participating Class Member and/or Eligible Aggrieved Employee will have his or her Individual
11 Settlement Payment and/or Individual PAGA Payment available to him or her per the applicable
12 claim procedure to request that money from the State of California. (Han Dec., *supra*, at ¶ 41.)

13 **v. Release of Claims**

14 Upon the Effective Final Settlement Date, each Participating Class Member shall be
15 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
16 released, relinquished, and discharged all Released Claims against all Released Parties
17 (“Released Claims”). *See* Exhibit 2 §§ I.JJ. & III.J. (Han Dec., *supra*, at ¶ 42.)

18 Upon the Effective Final Settlement Date, the LWDA and each Eligible Aggrieved
19 Employee, and their heirs, executors, administrators, representatives, attorneys, successors and
20 assigns shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and
21 forever released, relinquished, and discharged all PAGA Released Claims and voluntarily and
22 knowingly are barred from bringing any action for the PAGA Released Claims that arose during
23 the PAGA period applicable to the Eligible Aggrieved Employee (“PAGA Released Claims”).
24 *See* Exhibit 2 §§ I.EE. & III.K. (Han Dec., *supra*, at ¶ 43.)

25 The Released Parties shall include: (a) Defendants and any direct or indirect parents,
26 subsidiaries, divisions, affiliates, and related entities of Defendants; (b) any predecessors,
27 successors, or assigns of any of the foregoing (a); and (c) any past, present or future employees,
28 officers, directors, affiliates, partners, joint venturers, co-venturers, licensors, licensees,

principals, members, managers, managing agents, agents, attorneys, accountants, insurers, reinsurers, shareholders, investment bankers, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing (a)-(b) in his, her, or its capacity as such (“Released Parties”). *See* Exhibit 2 § I.KK. (Han Dec., *supra*, at ¶ 44.)

Upon the Effective Final Settlement Date and in accordance with paragraph III.I.8.b. of the Agreement, and in exchange for the Class Representative Enhancement Payments to each Plaintiff in amounts not to exceed \$10,000, in recognition of their work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiffs provide a general release of claims for themselves and their spouses, heirs, successors and assigns. *See* Exhibit 2 § III.L. (Han Dec., *supra*, at ¶ 45.)

The “ ‘ “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.” ’ ” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case are acceptable because they are limited to the scope of the allegations in the Complaint. Moreover, the released claims are “ ‘ “based on *the identical factual predicate* as that underlying the claims in the settled class action.” ’ ” (*Ibid.*) In other words, the released claims do not “ ‘ “ ‘go beyond the scope of the allegations in the operative complaint... .’ ” ’ ” (*Ibid.*)

d. Counsel for Both Parties Are Experienced in Similar Litigation

Both Class Counsel and Defendants’ counsel are particularly experienced in wage-and-hour employment law and class actions. Class Counsel have significant experience in litigating unpaid wages, non-compliant meal break, and non-compliant rest break class actions. (Han Dec., *supra*, at ¶¶ 2-7, Exhibit 1.)

Class Counsel has prosecuted numerous cases on behalf of employees for California Labor Code violations and, thus, are experienced and qualified to evaluate the class claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. This experience instructed Class Counsel on the risks and uncertainties of further

litigation and guided their determination to endorse the proposed Settlement.² (Han Dec., *supra*, at ¶¶ 2-7, Exhibit 1.)

IV. ARGUMENT

a. Class Action Settlements Are Subject to Court Review

California Rule of Court 3.769 requires court approval for class action settlements.³ “Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement.” (California Rules of Court, Rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary approval of class settlements:

- (a) A settlement or compromise of an entire class action, or a cause of action in a class action, or as to a party, requires the approval of the court after hearing.
- ...
- (c) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.

Courts act within their discretion in approving settlements that are fair, not collusive, and take into account “all the normal perils of litigation as well as the additional uncertainties inherent in complex class actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

b. The Proposed Settlement Is a Reasonable Compromise of Claims

An understanding of the amount in controversy is an important factor in whether the settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los*

² The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Notice of Class Action Settlement has been provided to the Class and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval of Class Action Settlement.

³ The California Supreme Court also has authorized California’s trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, therefore, the Parties cite Federal Rule 23 and federal case law in addition to California law.

1 *Angeles* (2010) 186 Cal.App.4th 399, 409.) The most important factor in this regard is “the
2 strength of the case for plaintiffs on the merits, balanced against the amount offered in
3 settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129; see also
4 *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)

5 In weighing the strength of the plaintiff’s case, *Kullar* instructs that the court is not to
6 “decide the merits of the case or to substitute its evaluation of the most appropriate settlement
7 for that of the attorneys.” (*Kullar, supra*, 168 Cal.App.4th at p. 133.) Finally, *Kullar* does not
8 require an explicit statement of the maximum amount the class could recover if the plaintiff
9 prevailed on all his claims, provided there is a record that allows “an understanding of the
10 amount that is in controversy and the realistic range of outcomes of the litigation.” (*Munoz,*
11 *supra*, 186 Cal.App.4th at p. 409.) Put differently, “as the court does when it approves a
12 settlement as in good faith under Code of Civil Procedure § 877.6, the court must at least satisfy
13 itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar, supra*, 168
14 Cal.App.4th at p. 133 (citing *Tech-Bilt v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488,
15 499-500.).)

16 As the following subsections show, the Parties’ investigation and discovery revealed
17 numerous reasons to discount claims and agree to the Settlement.

18 **i. The Settlement Is Fair and Reasonable**

19 The Parties thoroughly investigated and evaluated the factual strengths and weaknesses
20 before reaching the proposed settlement, and engaged in sufficient investigation, research, and
21 discovery. The proposed settlement was only possible following significant discovery and
22 evaluation of Defendants’ relevant policies and procedures, as well as the data they produced
23 for the Class, which permitted Class Counsel to engage in a comprehensive analysis of liability
24 and potential damages. This case has reached the stage where “the Parties certainly have a clear
25 view of the strengths and weaknesses of their cases” sufficient to support the Settlement. (*Boyd*
26 *v. Bechtel Corp.* (N.D. Cal. 1979) 485 F.Supp. 610, 617.) (Han Dec., *supra*, at ¶ 48.)

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1 This discovery resulted in Plaintiffs' central theories of liability, which are predicated on
2 Plaintiffs' claims that Defendants failed to pay overtime wages, failed to pay minimum wages,
3 failed to provide meal and rest breaks and pay applicable premiums, failed to pay wages in a
4 timely manner, failed to issue compliant wage statements, failed to reimburse business
5 expenses, failed to keep requisite payroll records, failed to properly calculate and pay sick leave,
6 violated PAGA, and violated the Business & Professions Code sections 17200, *et seq.*
7 Defendants have denied Plaintiffs' theories of liability (Han Dec., *supra*, at ¶¶ 49-50.)

8 Although Plaintiffs believe the case is suitable for certification on the basis that there are
9 company-wide policies that Plaintiffs contends violate California law and uniformly affect the
10 putative Class Members, uncertainties with respect to certification are always present. As the
11 California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34
12 Cal.4th 319, class certification is always a matter of the trial court's sound discretion. Decisions
13 following *Sav-On* have reached different conclusions concerning certification of wage-and-hour
14 claims.⁴ (Han Dec., *supra*, at ¶ 51.)

15 Although remaining confident in the strengths of his claims, all these factors led
16 Plaintiffs to discount the following calculations of potential damage claims:

17 **ii. The Settlement Amount of \$1,200,000 Is Reasonable**

18 Defendants provided Plaintiffs with a sampling of time and pay records and information
19 regarding the estimated number of workweeks and pay periods worked by Class Members and
20 their average hourly rate. Defendants also confirmed that there were approximately 28,761
21 workweeks worked by Class Members. Plaintiffs were also able to determine that the average
22 hourly rate for Class Members was \$22.70. (Han Dec., *supra*, at ¶ 52.)

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26 ⁴(See, e.g., *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 (reversing decertification of class claiming
27 misclassification and ordering summary adjudication in favor of employees), review granted Nov. 28, 2007, 171
28 P.3d 545 (2007) (not cited as precedent, but rather for illustrative purposes only); *Walsh v. IKON Solutions, Inc.*,
148 Cal.App.4th 1440 (affirming decertification of class claiming misclassification); *Aguilar v. Cintas Corp. No. 2*
(2006) 144 Cal.App.4th 121 (reversing denial of certification); *Dunbar v. Albertson's Inc.* (2006) 141 Cal.App.4th
1422 (affirming denial of certification).)

Moreover, the provisions of the Labor Code potentially triggering PAGA penalties in this case include, but are not limited to, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246(l), 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2751(b), 2800, and 2802. Defendants asserted that, regardless of the results of the underlying causes of action, PAGA penalties are not mandatory but permissive and discretionary. Defendants also maintained that, in addition to their strong arguments against the underlying claims, they had a strong argument that it would be unjust to award maximum PAGA penalties given the current unsettled state of law. (*Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112 (reducing penalties by 30% under this authority).) (Han Dec., *supra*, at ¶ 59.)

Class Counsel calculated penalties under this cause of action by multiplying the number of active Class Members (because of the shortened statutory period for this claim) by the civil penalties that each could be awarded for the Labor Code sections enumerated under Labor Code section 2699.5 that were applicable in this case. Class Counsel then applied discounts in light of the countervailing arguments with regard to the other causes of action, as well as the Court’s power to award “a lesser amount than the maximum civil liability.” (Lab. Code § 2699(e)(2).) (Han Dec., *supra*, at ¶ 60.)

Given the state of the law and the range of PAGA penalties requested and actually awarded in California courts, it is difficult to determine a reasonable value and actual exposure for PAGA penalties. However, if PAGA penalties are granted on any one of the violations alleged in Plaintiffs’ operative complaints, the total penalties exposure for the eligible pay periods could be approximately \$455,600 ([17 x \$100] x 268 non-exempt employees and exempt outside sales representatives).⁵ Plaintiffs calculated Defendants’ PAGA exposure using one hundred percent (100%) violation rate based on the average number of pay periods (17) during the one-year statutory period. Multiplying the PAGA exposure by the number of alleged violations under the PAGA theories of recovery gives potential civil penalties of approximately

⁵ A recent Ninth Circuit ruling suggests there may be no “subsequent” violation until an actual finding of a violation by a Labor Commissioner or court. (*Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 990 F.3d 1157, 1172-1173.) As a result, Plaintiffs estimated the amount of PAGA penalties using the “initial” penalty amount of \$100 under PAGA.

1 \$4,787,200 ([17 x \$100 x 11 theories of recovery] x 224 non-exempt employees) + [17 x \$100 x
2 8 theories of recovery] x 44 exempt outside sales representatives). (Han Dec., *supra*, at ¶ 61.)

3 Although Plaintiffs argued they could obtain over \$4 million for PAGA penalties, it
4 seems unlikely that the Court would award such a large amount. As noted above, courts have
5 reduced PAGA penalties by about 90% where there are mitigating circumstances. (*Carrington*
6 *v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528-529 (affirming trial court’s award of less
7 than 10% of maximum PAGA penalty for meal break violations where company sought to
8 comply with the law).) Furthermore, PAGA’s statutory language is unclear as to whether PAGA
9 penalties may be “stacked” – that is, whether multiple civil penalties can be recovered in the
10 same pay period for different Labor Code violations. On one hand, Labor Code section 2699,
11 subdivision (f) establishes “a civil penalty for a violation” (emphasis added), implying a
12 separate civil penalty for each violation. On the other hand, employers cite Labor Code section
13 2699, subdivision (g)(1), which states that “an aggrieved employee may recover the civil
14 penalty described in subdivision (f)...on behalf of himself or herself and other current or former
15 employees against whom one or more of the alleged violations was committed” (emphasis
16 added). However, Defendants contended that the Ninth Circuit’s opinions in *Ubrino v. Orkin*
17 *Svcs. of Calif., Inc.* (9th Cir. 2013) 726 F.3d 118 and *Yocupicio v. PAE Grp., LLC* (9th Cir.
18 2015) 795 F.3d 1057, which, preclude the aggregation of PAGA penalties for purposes of
19 removal, prevents “stacking” of PAGA penalties. Without stacking and limited to the initial
20 violation, the PAGA penalties would be limited to \$26,800 (268 non-exempt employees and
21 exempt outside sales representatives x \$100 initial violation) on the low end and \$281,600 ([224
22 non-exempt employees x \$100 x 11 theories of recovery] + [44 exempt outside sales
23 representatives x \$100 x 8 theories of recovery] on the high end. (Han Dec., *supra*, at ¶ 62.)

24 To the extent Defendants’ exposure remains in the millions of dollars, the civil penalties
25 could be “unjust, arbitrary and oppressive, or confiscatory.” In fact, many courts have taken
26 liberties to dramatically reduce the civil penalties. (See e.g. *Viceral v. Mistras Grp., Inc.* (N.D.
27 Cal. Oct. 11, 2016, 2016 WL 5907869 at 9* [preliminarily approving class action settlement
28 that included a PAGA set-aside of just 0.15 percent of the PAGA claims’ full potential value,

1 where “Plaintiffs face[d] a substantial risk of recovering nothing on either class or PAGA
2 claims”]; *Costter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037 [preliminarily
3 approving class action settlement allocating a PAGA set-aside worth a fraction of the PAGA
4 claims’ potential value, where the defendant’s obligations were “genuinely unclear” and there
5 was no evidence the defendant acted deliberately or negligently failed to learn about its
6 obligations].) Thus, as explained above, under a more conservative approach, Class Counsel
7 considered the possibility that the Court could assess only the initial violation rate, bringing the
8 basic PAGA penalty to \$281,600 ([224 non-exempt employees x \$100 x 11 theories of
9 recovery] + [44 exempt outside sales representatives x \$100 x 8 theories of recovery]. (Han
10 Dec., *supra*, at ¶ 62.)

11 Plaintiffs also recognized the risk that any PAGA award could be significantly reduced.
12 Many of the causes of action brought were duplicative of the statutory claims, such as violations
13 of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246(l), 510, 512(a), 1174(d), 1194,
14 1197, 1198, 2800, and 2802. Thus, the maximum penalties for each pay period are not justified.
15 It was indeed arguable whether the Court would award the maximum penalties under the law.
16 Consequently, allocating \$100,000 to PAGA civil penalties was reasonable based on a rate of
17 \$22.02 per pay period [$\$100,000 \div 4,542$ Pay Periods in PAGA Date Range = \$22.02], given
18 the fact that Defendants are also paying an additional \$1,100,000 in the class settlement.⁶ When
19 PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was
20 the result of self-interest at the expense of other Class Members,” such amounts are generally
21 considered reasonable.⁷ (Han Dec., *supra*, at ¶ 63.)

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26 ⁶ (See *Carrington, supra*, 30 Cal.App.5th at p. 529 (affirming a rate of \$5 per violation and a total PAGA penalty
27 of \$150,000 while the plaintiff requested a rate of \$25 to \$75 per violation and a total PAGA penalty of
\$70,000,000).)

28 ⁷ (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) Case No. 08-00844, 2009 U.S. Dist. LEXIS 33900, at *24;
see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 (“[T]rial court did not abuse its discretion in
approving a settlement which does not allocate any damages to the PAGA claims.”).)

Taking into consideration Defendants’ defenses, their supporting evidence, and their position that the Class Action is not suitable for class treatment, the settlement amount of \$1,200,000 – with an average settlement share estimated at \$1,802.82 – is reasonable and fair.

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about \$4,839,578.58 on the low end and \$5,166,015.93 on the high end. (Han Dec., *supra*, at ¶ 64.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$578,382.38	70%	60%	\$69,405.89
Meal Break Premiums	\$1,951,859.50	60%	50%	\$390,371.90
Overtime/Minimum Wage: Off-the-Clock	\$652,874.70 to \$979,312.05	50%	60%	\$130,574.94 to \$195,862.41
Overtime/Minimum Wage: Non-Discretionary Bonuses and Sick Leave Pay	\$56,382	30%	40%	\$23,680.44
Unreimbursed Business Expenses	\$177,192	30%	70%	\$37,210.32
Wage Statement Penalty	\$436,800	30%	50%	\$152,880
Waiting Time Penalty	\$986,088	30%	50%	\$345,130.80
MAXIMUM TOTAL EXPOSURE	\$4,839,578.58 to \$5,166,015.93⁸			\$1,149,254.29 to \$1,214,541.76⁹

Based on this analysis, the realistic recovery for this case is \$1,149,254.29 on the low end and \$1,214,541.76 on the high end. The Maximum Settlement Amount of \$1,200,000 is approximately twenty-three percent (23.23%) of the maximum potential exposure and is ninety-eight percent (98.80%) of the maximum realistic exposure at trial, which is an excellent settlement. (Han Dec., *supra*, at ¶ 72.)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re Tableware Antitrust Litig.* (N.D. Cal. 2007) 484 F.Supp.2d 1078, 1079.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448,

⁸ (Han Dec., *supra*, at ¶¶ 53-58.)

⁹ (Han Dec., *supra*, at ¶¶ 65-71.)

455; see also *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242 (“[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.”) Nevertheless, this settlement is in line with the realistic exposure had Plaintiffs prevailed at trial and provides a significant recovery for the Class Members. Thus, there can be no doubt that this settlement is fair and reasonable.

d. Conditional Certification of the Class Is Appropriate

For settlement purposes only, the requisites for establishing conditional class certification are met. Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal. 4th 319, 326.) California courts certify class actions where the plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

The proposed Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any questions affecting any individual Class Member. Plaintiffs’ claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately protect the interests of the Class. Also, the prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications, and a class action is superior to other available means for the fair and efficient adjudication of the case. (Han Dec., *supra*, at ¶ 73.)

i. The Proposed Class Is Ascertainable and Sufficiently Numerous

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the

description.” (*Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

The Class Action involves three hundred thirty-five (355) Class Members. This Class is sufficiently numerous. (Citing see *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 (finding that a proposed class of “as many as 190 current and former employees” is sufficiently numerous).) (Han Dec., *supra*, at ¶ 74.)

ii. The Class Members Share a Well-Defined Community of Interest

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

1. Common Issues Predominate

The “common issues” requirement “involves analysis of whether the proponent’s ‘theory of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First, supra*, 155 Cal.App.4th at p. 690 (emphasis added) (citing *Sav-On, supra*, 34 Cal.4th at p. 327).) In other words, courts determine whether the elements necessary to establish liability are susceptible to common proof, even if the class members must individually prove their damages. (*Brinker, supra*, 53 Cal.4th at p. 1024). These types of claims are regularly granted class certification when the plaintiff can present evidence of common policies. (See, e.g., *Jones v. JGC Dallas LLC* (N.D. Tex. 2014) Case No. 3:11-cv-02743 (certified collective action involving 190 dancers); *Espinoza v. Galardi South Enterprises Inc.* (S.D. Fla. 2016) Case

No. 1:14-cv-21244 (court certified class of dancers on state law claims).)

Plaintiffs assert that common issues of fact and law predominate as to each of the claims they alleged. All hourly-paid and non-exempt employees who worked for Defendants during the Class Period were subject to the same or similar employment practices, policies, and procedures that are discussed in greater detail above. (Han Dec., *supra*, at ¶ 75.)

2. Plaintiffs' Claims Are Typical of the Class Claims

Typical claims rely on legal theories and facts that are substantially similar to other class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.) Plaintiffs were non-exempt employees and allege they and the Class Members were employed by the same company and injured by Defendants' common policies and practices described in detail above. Plaintiffs seek relief for these claims and derivative claims on behalf of all Class Members. Thus, Plaintiffs' claims arise from the same employment practices and are based on the same legal theories as those applicable to the other Class Members. (Han Dec., *supra*, at ¶ 76.)

3. Plaintiffs are Adequate to Represent the Class

Plaintiffs have proven to be adequate Class Representatives. They have conducted themselves diligently and responsibly in representing the Class in this litigation, understand their fiduciary obligations, and have actively participated in the prosecution of this case. Plaintiffs have spent time in meetings and conferences with counsel to provide counsel with a complete understanding of their work environment and requirements. Plaintiffs do not have any interest that is averse to the interest of other Class Members. Moreover, the proposed Class Counsel is adequate to represent the Class. (Han Dec., *supra*, at ¶¶ 2-7 & 77, Exhibit 1.)

4. Class Action is Superior for the Fair and Efficient

Adjudication of this Controversy

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Joinder of all Class Members is impractical. Class treatment will permit many similarly-situation persons to prosecute their common claims in a single forum simultaneously for settlement purposes without the necessary duplication of effort and expense that numerous individual actions would engender. Also, because several Class Members are

1 current employees, the fear of retaliation further support superiority of class-wide relief because
2 that fear of retaliation often discourages victims from seeking legal redress while currently
3 employed by the same employer.

4 **e. The Settlement Is Fair, Reasonable, and Adequate**

5 In deciding whether to approve a proposed class action settlement under Code of Civil
6 Procedure section 382, the Court must find that a proposed settlement is “fair, adequate and
7 reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class
8 action settlement is presumed fair under the following circumstances: (1) the parties reached
9 settlement after arm’s-length negotiations; (2) investigation and discovery were sufficient to
10 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation;
11 and (4) the percentage of objectors is small. (*Id.* at p. 1802.) As the foregoing analysis shows,
12 all these elements are present here. Thus, Plaintiffs request that this Court grant their motion for
13 Preliminary Approval.

14 **f. Notice to Class Members Complies with California Rule of Court 3.769(f)**

15 California Rule of Court, No. 3.769(f), provides:

16 If the court has certified the action as a class action, notice of the final approval
17 hearing must be given to class members in the manner specified by the court.
18 The notice must contain an explanation of the proposed settlement and
19 procedures for class members to follow in filing written objections to it and in
20 arranging to appear at the settlement hearing and state any objections to the
proposed settlement.

21 The proposed Notice Packet meets all these requirements. The proposed Notice Packet
22 advises the Class Members of their right to participate in the Settlement; how and when to
23 object to or request exclusion from the Settlement; and the date, time, and location of the Final
24 Approval hearing. (See Han Dec., *supra*; Exhibits A and B to Exhibit 2.)

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1 **V. CONCLUSION**

2 Plaintiffs respectfully submit that the proposed Settlement is in the best interests of the
3 Class, as it is fair, adequate, and reasonable. Under the applicable class action criteria and
4 guidelines, the proposed Settlement should be preliminarily approved by the Court, the Class
5 should be conditionally certified for purposes of settlement only, and the Notice Packet should
6 be approved.

7
8 Dated: November 12, 2021

JUSTICE LAW CORPORATION

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11 Douglas Han
12 Shunt Tatavos-Gharajeh
13 Phillip Song
14 *Attorneys for Plaintiffs*
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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, 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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On November 12, 2021, I served the foregoing document described as

**PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING
DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

for the following case: **Coleman et al. v. H&E Equipment Services, Inc. et al.**
LWDA/Court Case No.: **LWDA Case No.: CM- 833341-21**
Court Case No.: RG20069157
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 12, 2021, at Pasadena, California.



Anna Okada