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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

MELISA REYES, 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,

vs.

SCE FEDERAL CREDIT UNION, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV09629

Honorable Elihu M. Berle
Department 6

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

[Declarations of Proposed Class Counsel (Elizabeth Parker-Fawley) and Class Representative (Melisa Reyes); and [Proposed] Order Filed Concurrently Herewith]

Date:	July 12, 2024
Time:	9:00 a.m.
Department:	6
Complaint Filed:	March 11, 2021
FAC Filed:	August 16, 2021
Trial Date:	None Set

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

PLEASE TAKE NOTICE that on July 12, 2024, at 9:00 a.m., or as soon thereafter as the matter may be heard before the Honorable Elihu M. Berle in Department 6 of the Superior Court of the State of California, for the County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Melisa Reyes ("Plaintiff") will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action and California Private Attorneys General Act ("PAGA") settlement described herein and as set forth in the parties' Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Elizabeth Parker-Fawley in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, including, but not limited to, the proposed total settlement amount, means of allocation and distribution of funds, the allocations for penalties under PAGA, Attorney's Fees and Costs to Class Counsel, an Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator;
- Certifying the proposed Class for settlement purposes only;
- Preliminarily appointing Melisa Reyes as Class Representative;
- Preliminarily appointing Arby Aiwazian, Joanna Ghosh, and Elizabeth Parker-Fawley of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), attached as "**EXHIBIT 1**" to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement;
- Directing the mailing of the Class Notice to the Class Members;
- Approving the proposed deadlines for the notice and administration process;
- Approving Phoenix Class Action Administration Solutions as the Settlement Administrator; and

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- Scheduling a hearing to consider final approval of the Settlement, at which time the Court will also consider whether to grant final approval of the requests for the Attorney's Fees and Costs to Class Counsel, an Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator, and the PAGA Penalty Amount.

This motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda. It is also being made pursuant to Labor Code Sec. 2699(l)(2), which requires the court in which a PAGA action/claim is filed to approve any settlement of same.

This motion is based upon the following memorandum of points and authorities; the Settlement Agreement; the Declarations of Proposed Class Counsel (Elizabeth Parker-Fawley) and Proposed Class Representative (Melisa Reyes) 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: June 12, 2024

LAWYERS *for* JUSTICE, PC

By: ______________________________

Elizabeth Parker-Fawley
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Melisa Reyes ("Plaintiff or "Class Representative") seeks preliminary approval of the 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 SCE Federal Credit Union ("Defendant"), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (together, the "Parties") have agreed to settle the lawsuit for a Total Settlement Amount of $650,000.00.[1] The Total Settlement Amount includes the following: (1) Individual Settlement Payments to Settlement Class Members[2]; (2) Enhancement Award to Plaintiff in the amount of $7,500.00[3]; (3) attorneys' fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, or $227,500.00 if the Total Settlement Amount remains $650,000.00, and reimbursement of any actual litigation costs and expenses, which are currently estimated not to exceed $30,000.00 to Class Counsel (together, the "Attorneys' Fees and Costs")[4]; (4) the Settlement Administration Costs to the Settlement Administrator in the amount estimated to be up to $7,000.00;[5] and (5) the amount of $40,000.00 allocated to resolution of Plaintiff's Private Attorneys General Act ("PAGA") claim, of which 75% (i.e., $30,000.00) will be distributed to the Labor and Workforce Development Agency ("LWDA") and 25% (i.e., $10,000.00) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the period from May 6, 2020 through July 9, 2024 or the date of Preliminary Approval, whichever is earlier ("Aggrieved Employees").[6]

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

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[1] Settlement Agreement, attached as "**EXHIBIT 1**" to Declaration of Elizabeth Parker-Fawley ("Parker-Fawley Decl."), ¶ 8(oo).
[2] *Id.*, ¶¶ 8(u) & 16(a).
[3] *Id.*, ¶ 13.
[4] *Id.*, ¶ 12.
[5] *Id.*, ¶ 14.
[6] Settlement Agreement, ¶ 8(a); "PAGA Period" is defined as the period from and including May 6, 2020 through July 9, 2024 or the date of Preliminary Approval, whichever is earlier. *See id.*, ¶ 8(aa)

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> All current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the Class Period ("Class" or "Class Members").[7]

Class Members who do not submit a timely and valid request to be excluded from the Class Settlement ("Settlement Class Member") will receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Share"). Individual Settlement Shares will be calculated for Settlement Class Members on a *pro rata* basis based upon their number of Workweeks worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period.[8]

Aggrieved Employees will receive a *pro rata* share ("Individual PAGA Payment") of the twenty-five percent (25%) portion of the PAGA Penalty Amount (i.e., $10,000.00), based on their Workweeks during the PAGA Period.[9]

The Settlement, if granted preliminary and final approval by the Court, will operate to resolve the Released Class Claims of Plaintiff and Settlement Class Members, and the Released PAGA Claims of Plaintiff, Aggrieved Employees, and the State of California, against the Released Parties.[10]

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Founded in 1952, Defendant SCE Federal Credit Union labels itself as a "not for profit, but for service" financial institution providing services from checking accounts to mortgage loans and complex investment planning to its members. Currently, Defendant has grown its membership to over 60,000 members with total assets of approximately $1 billion across 8 branches in Southern California and Southern Nevada. Defendant is currently headquartered in Irwindale, California. Plaintiff was a former employee for Defendant.

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[7] *Id.*, ¶ 8(f).; "Class Period" is defined as the time from and including March 11, 2017 through July 9, 2024 or the date of Preliminary Approval, whichever is earlier. *See id.*, ¶ 8(h).

[8] *Id.*, ¶¶ 8(u), 8(nn), & 8(pp). "Workweeks" is defined as the number of weeks each Class Member and/or Aggrieved Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period and/or PAGA Period, which will be calculated by the Settlement Administrator based on information provided by Defendant by way of the Class List. *Id.*, ¶ 8(pp).

[9] *Id.*, ¶ 8(s).

[10] *See id.*, at ¶ 8(gg), for the full scope of the "Released Class Claims" and *id.* at ¶ 8(hh) for the full scope of the "Released PAGA Claims."

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On March 11, 2021, Plaintiff commenced the class action lawsuit entitled *Melisa Reyes v. SCE Federal Credit Union* in the Superior Court of California for the County of Los Angeles, Case No. 21STCV09629 ("Action"), thereby commencing the above-captioned lawsuit.

On May 6, 2021, Plaintiff provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice").

On July 12, 2021, Plaintiff commenced the representative action entitled *Melisa Reyes v. SCE Federal Credit Union* in the Superior Court of California for the County of Los Angeles, Case No. 21PSCV00568 ("PAGA Action"), alleging a single cause of action for civil penalties pursuant to the Private Attorneys General Act ("PAGA") on behalf of the State of California in connection with herself and the other aggrieved employees. On August 16, 2021, Plaintiff amended the Class Action complaint to incorporate the claims alleged in the PAGA Action and, thereafter, dismissed the separate PAGA Action without prejudice ("Operative Complaint").

On July 28, 2022, the Parties participated in mediation presided over by Honorable Jeffrey Winikow (Ret.) ("the Mediator"). However, the Parties did not reach a resolution at that time and litigation continued thereafter. Then, on February 27, 2024, the Parties participated in a second all-day mediation, once again administered by the Mediator. While that mediation session did not result in settlement, the Parties reached an agreement to settle the Action through further negotiation through the Mediator, which was originally memorialized by a memorandum of understanding that was fully executed as of April 9, 2024.

Plaintiff's core allegation is that Defendant has violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and Aggrieved Employees of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code

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section 17200, et seq. and conduct that gives rise to penalties pursuant to PAGA. Plaintiff contends that she and the Class Members are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.

Defendant has denied, and continues to deny, any liability and wrongdoing of any kind associated with any of the allegations in the Operative Complaint, and further denies that the Action is appropriate for class treatment or representative adjudication for any purpose other than for settlement purposes only.

On January 27, 2023, Plaintiff propounded multiple sets of written discovery requests on Defendant, including Requests for Production of Documents, (Set One); Special Interrogatories (Sets One & Two), and Form Interrogatories—General (Set One), and noticed the deposition of Defendant's persons most knowledgeable regarding Defendant's organizational structure, and wage and hour practices (along with requests for production of documents. Thereafter, on March 24, 2023, Defendant served its objections and responses to Plaintiff's written discovery requests. The Parties engaged in a *Belaire-West* Notice administration prior to the second mediation.

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Total Settlement Amount to resolve the Action.[11] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., $227,500.00, if the Total Settlement Amount remains $650,000.00) and reimbursement of actual costs in an amount estimated not to exceed $30,000.00 to Class Counsel; (2) Settlement Administration Costs, which are currently estimated not to exceed $7,000.00 to the Settlement Administrator ("Settlement Administration Costs"); (3) PAGA Penalty Amount of $40,000.00 ("PAGA Penalty Amount"); (4) payment in the amount of up to $7,500.00; and (5) employer-side taxes on the wage portion of the Individual Settlement Shares paid out of the Net Settlement Amount.[12] The Parties have agreed

[11] *Id.*, ¶ 11.
[12] *Id.*, ¶ 12-16(b).

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to retain Phoenix Class Action Administration Solutions ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration process.[13]

The Parties have agreed that the Settlement Administrator will determine each Settlement Class Member's Individual Settlement Share, in accordance with the Settlement Agreement and as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.[14]

b. After the Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value" and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.[15]

The Parties have agreed that the Settlement Administrator will determine each Aggrieved Employee's share of the 25% share of the PAGA Penalty Amount, in accordance with the Settlement Agreement and as follows:

a. The Settlement Administrator will divide 25% of the PAGA Penalty Amount by the Workweeks of all Aggrieved Employees during the PAGA Period to yield the "PAGA Workweek Value" and multiply each Aggrieved Employee's individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.[16]

Each Settlement Class Member's Individual Settlement Share will be allocated as follows: ten percent (10%) of each Settlement Class Member's Individual Settlement Share will be allocated to settlement of wage claims which are subject to tax withholding and will be reported on an IRS W-2 Form by the Settlement Administrator. Ninety percent (90%) of each Settlement Class Member's Individual Settlement Share will be allocated to settlement of claims for penalties and interest.[17] The non-wage portions are not subject to wage/tax withholdings and will be reported

[13] *Id.*, ¶¶ 8(ll), 8(mm), & 14.
[14] *Id.*, ¶ 16(a)(i)
[15] *Id.*, ¶ 16(a)(ii)
[16] *Id.*, ¶ 16(b)
[17] *Id.*, ¶ 27.

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on IRS 1099 Forms by the Settlement Administrator.[18] Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Share. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary, by the Settlement Administrator. The Settlement Administrator will handle the payment, administration, and reporting of the taxes on the wage portions of the Individual Settlement Shares (with those taxes being withheld from the Individual Settlement Shares as appropriate) and employer-side taxes (which will be paid separately and in addition to the Total Settlement Amount). The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment via a single check to Settlement Class Members entitled to both payments.[19]

The Individual Settlement Payment and Individual PAGA Payment checks shall be valid for one hundred eighty (180) calendar days after mailing by the Settlement Administrator and, thereafter, will be voided.[20] All funds associated with such cancelled checks will be transmitted to the *cy pres* recipient, Los Angeles Legal Aid Foundation, in accordance with California Code of Civil Procedure section 384.[21]

Class Members who wish to be excluded from the Class Settlement (i.e., opt out) must notify the Settlement Administrator in writing by sending a signed Request for Exclusion no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice ("Response Deadline").[22] A Request for Exclusion must: (a) contain the case name and number of the Class Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or

[18] *Ibid.*
[19] *Ibid.*
[20] *Id.*, ¶ 21.
[21] *Ibid.*
[22] *Id.*, ¶ 8(kk).

before the Response Deadline.[23] Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.[24]

Only Class Members who do not exclude themselves from the Class Settlement (i.e., Settlement Class Members) have standing to object to the Class Settlement.[25] Settlement Class Members who wish to object to the Class Settlement may submit a written Notice of Objection to the Class Settlement ("Notice of Objection"), which must include: (a) the case name and number of the Lawsuit; (b) the objectors full name, signature, address, telephone number, and the last four digits of their Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based.[26] In the alternative, Settlement Class Members may appear in Court (or hire an attorney to appear in Court at his or her own expense) to present verbal objections at the Final Approval Hearing.[27]

Settlement Class Members and/or Aggrieved Employees who wish to dispute the number of Workweeks credited to them in their Class Notice may do so by mailing a written letter to the Settlement Administrator on or before the Response Deadline.[28] A dispute to the calculations of Workweeks must: (a) contains the case name and number of the Actions, (b) is signed by the Class Member and/or Aggrieved Employee, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or Aggrieved Employee, (d) clearly states that the Class Member and/or Aggrieved Employee disputes the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.[29]

[23] Settlement Agreement, ¶ 8(jj).
[24] *Id.*, ¶ 23
[25] *Id.*, ¶ 24
[26] *Id.*, ¶ 8(x).
[27] *Id.* ¶ 24
[28] *Id.*, ¶ 20.
[29] Settlement Agreement, ¶ 20.

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IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

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

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

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

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir.

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1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

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

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

A. The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.

The Parties actively litigated the Action since the Action commenced on March 11, 2021. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively preparing the matter for class certification and trial.[30]

Prior to engaging in two separate, full-day mediations, Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data produced by Defendant.[31] On January 27, 2023, Plaintiff propounded multiple sets of written discovery requests on Defendant, including Requests for Production of Documents, (Set One); Special Interrogatories (Sets One & Two), and Form Interrogatories—General (Set One), and noticed the deposition of Defendant's persons most knowledgeable regarding Defendant's organizational structure, and wage and hour practices (along with requests for production of documents.[32] Thereafter, on March 24, 2023, Defendant served its objections and responses to Plaintiff's written discovery requests.[33] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's and other Class Members time, pay, and incentive/bonus data; multiple versions of Defendant's Team Member Handbook and Addendums thereto, company policy acknowledgements (e.g., Team Member Handbook Acknowledgement, Job Duties Acknowledgement, Acknowledgement of Receipt of Basic Employment Policies), job descriptions, orientation checklists for new team members, Defendant's operations and employment practice, policies, and procedures, among other information and documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to identify potential witnesses. Class Counsel received the contact information for Class Members through a *Belaire-West* Notice administration. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, *Belaire-West* Notice, and the production of documents and data prior to the mediations.[34] Class Counsel also drafted pleadings and the mediation briefs and prepared for and attended court proceedings, two mediations, and settlement negotiations, among other tasks.[35]

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[30] Parker-Fawley Decl., ¶ 11.
[31] *Ibid.*
[32] *Ibid.*
[33] *Ibid.*
[34] Parker-Fawley Decl., ¶ 11.
[35] *Ibid.*

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As referenced above, the Parties engaged in extensive settlement negotiations and participated in two (2) mediation sessions conducted by Honorable Jeffrey Winikow (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters.[36] Prior to and during the mediations and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, regular rate of pay, rounding, automatic deduction of meal periods, PAGA representative claims, and wage-and-hour enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.[37] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[38] In fact, after two full-day mediation sessions, no settlement was reached. But, the parties continued to exchange arguments, case law, etc., and otherwise engage in direct negotiations, ultimately resulting in a settlement. Arriving at a settlement that was acceptable to both Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial.[39] After conducting investigations, formal and informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.[40]

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.[41] The Parties have had the opportunity to interview and obtain information from their respective witnesses.[42] Counsel for the Parties have also reviewed documents and information relating to

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[36] Parker-Fawley Decl., ¶ 10.
[37] *Ibid.*
[38] *Ibid.*
[39] *Ibid,*
[40] Parker-Fawley Decl., ¶ 10.
[41] *Id.*, ¶ 17.
[42] *Ibid.*

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Plaintiff's and the Class Members' employment with Defendant and performed significant research into the law concerning class certification, PAGA representative actions, off-the-clock theory, meal and rest periods, regular rate of pay, rounding, automatic deduction of meal periods, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses thereto, as well as facts discovered.[43] The Parties have reached the Settlement based on this large volume of facts, evidence, and investigation. In addition, Class Counsel has extensive experience in employment class actions, including significant experience in California wage-and-hour litigation.[44]

B. <u>The Settlement Is Fair, Reasonable, and Adequate.</u>

The Settlement, which provides for a Total Settlement Amount of $650,000.00, represents a fair, adequate, and reasonable resolution of the matter.[45] The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the informal exchange of information.[46] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue. Moreover, considering all of the facts and circumstances of the case, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[47]

Assuming that the Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be $338,000.00.[48] Additionally, 25% of the PAGA Penalty Amount (i.e., Individual PAGA Payment), which is $10,000.00 out of $40,000.00, will be distributed to the Aggrieved Employees, for their respective portion of the PAGA Penalty Amount. As discussed in Part III, *supra*, the entire Net Settlement Amount will be fully paid out to the Settlement Class Members, in accordance with the Settlement Agreement. The amount of each Settlement Class Member's Individual Settlement Share will be calculated based on his or her Workweeks during

[43] *Id.*, ¶10.
[44] *Id.*, ¶¶ 2-7
[45] *Id.*, ¶¶ 13 & 20.
[46] *Id.*, ¶ 11.
[47] *Id.*, ¶ 20.
[48] Settlement Agreement, ¶¶ 12-15.

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the Class Period, and the amount of each Aggrieved Employee's Individual PAGA Payment will be calculated based on his or her Workweeks during the PAGA Period.[49] There is no reason to doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of preliminary approval. Even at the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

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

C. <u>The Settlement Is of Significant Value.</u>

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted extensive formal and informal discovery and exchanged thousands of pages of documents, data, and information prior to the mediations.[51] The information that Class Counsel obtained from Defendant, Plaintiff, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.[52] As outlined in the Declaration of Elizabeth Parker-Fawley, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.[53]

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[49] *Id.*, ¶ 16.
[50] Parker-Fawley Decl., ¶ 12.
[51] Parker-Fawley Decl., ¶ 11.
[52] *Ibid.*
[53] Parker-Fawley Decl., ¶¶ 12 & 17.

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VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

For settlement purposes, the requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[54] California 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." *Id.*

The 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. Further, Plaintiff's claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately protect the interests of the Class. Finally, 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 claims. The Class is amenable to class certification for settlement purposes as discussed below.

A. The 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.

This class is sufficiently numerous at approximately 270 members. *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals

[54] Settlement Agreement, ¶¶ 9-10.

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satisfies the numerosity requirement as joinder is not practical at that point). Further, all Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant's employment records regarding hourly-paid or non-exempt employees in California during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

B. <u>The Class Members Share a Well-Defined Community of Interest.</u>

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, supra*, 34 Cal.4th at 326. "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." *Capitol People First v. Dep't 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*, *supra*, 34 Cal.4th at 333).

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

Here, common issues of fact and law predominate as to each of the claims alleged and asserted in the Action. Based on the documents and information obtained through formal and informal discovery and exchange of information in the case, Plaintiff contends that Class Members were subject to the same or similar job duties and uniform operations and employment practices, policies, and procedures during the time period at issue.[55] Plaintiff's claims arise from Defendant's alleged uniform policy and systematic scheme, with respect to Plaintiff and the Class Members, of, *inter alia*, failing to properly pay overtime and minimum wages for all hours worked, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay

[55] Parker-Fawley Decl., ¶ 15.

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wages during employment and upon termination of employment, failing to provide complaint wage statements, failing to keep requisite payroll records, and failing to reimburse necessary business-related expenses.[56]

Plaintiff also contends that Defendant's payroll and recordkeeping practices with respect to Plaintiff and the Class Members were substantially the same during the time period at issue.[57] As a result, Plaintiff claims that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue.[58]

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

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

Class Counsel has litigated the matter for over three (3) years, and was actively preparing the matter for class certification and trial.[59] The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a large volume of documents and data[60] and also interviewed and obtained information from Plaintiff and other Class Members, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings and the production of documents and data prior to each of the mediations.[61] Counsel for the Parties also undertook extensive settlement discussions, which included participating in two (2) mediations.[62]

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[63] The Settlement establishes a Total Settlement

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[56] *Ibid.*
[57] *Ibid.*
[58] *Ibid.*
[59] *Id.*, ¶ 10.
[60] *Id.*, ¶ 11.
[61] *Ibid.*
[62] *Id.*, ¶ 10.
[63] *Id.*, ¶¶ 2-7.

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Amount of $650,000.00, and provides for Class Counsel to apply to the Court for attorneys' fees in an amount not to exceed 35% of the Total Settlement Amount, and for the reimbursement of actual expenses and costs, in an amount estimated not to exceed $30,000.00 for costs and expenses.[64] The attorneys' fees provided for by the Settlement is commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that Class Counsel dedicated to the case, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Class Notice provides Class Members with information about the amount allocated toward the Attorneys' Fees and Costs, and that an award of the Attorneys' Fees and Costs will be sought, as provided for by the Settlement.[65]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, *supra*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50. In cases where class members present claims against a settlement fund and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Id.* at 32.

The propriety of calculating and awarding attorneys' fees as a percentage of a settlement

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[64] Settlement Agreement, ¶ 12.
[65] *Id.*, Exh. A.

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that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte*, *supra*, 1 Cal.5th 480 at 486 & 506. The California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of fund method survives in California." *Id*. (internal quotation marks omitted).

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust Litig*. (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[66]

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

VIII. <u>THE PROPOSED CLASS NOTICE IS ADEQUATE</u>

California statutory and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50

[66] Parker-Fawley Decl., ¶ 18.

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Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

The proposed Class Notice[67] describes the Settlement, the deadlines and procedures to submit an Notice of Objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks, and the date and time set for the Final Approval Hearing.[68]

The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39. "Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.[69] The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.[70] The proposed Class Notice also apprises the Class Members and Aggrieved Employees of, *inter alia*, how their Individual Class Share and, if applicable, Individual PAGA Payment is calculated and the number of Workweeks credited to them.[71]

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

IX. APPOINTMENT OF PHOENIX AS THE SETTLEMENT ADMINISTRATOR

The Parties have selected Phoenix to administer the Settlement (the "Settlement Administrator"). The Settlement Administrator will mail the Class Notice to each Class Member

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[67] Settlement Agreement, Exh. A.
[68] *Ibid.*
[69] *Ibid.*
[70] *Ibid.*
[71] *Ibid.*

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and Aggrieved Employee by First-Class U.S. mail within fourteen (14) calendar days after receipt of the Class List.[72] Any undeliverable Class Notice that is returned to the Settlement Administrator with a forwarding address on or before the Response Deadline, will be re-mailed to the forwarding address within five (5) calendar days.[73] With respect to any undeliverable Class Notice returned on or before the Response Deadline without a forwarding address, the Settlement Administrator will make reasonable efforts to obtain an updated mailing address, including but not limited to conducting one skip-trace, and re-mail the Class Notice to the Class Member. The Response Deadline to submit a Request for Exclusion, Notice of Objection, or Workweeks dispute, for Class Members to whom a Class Notice is re-sent after having been returned as undeliverable to the Settlement Administrator, will be extended fifteen (15) calendar days after the original Response Deadline.[74] The Settlement Administrator will receive and process Requests for Exclusion, Notices of Objection, or Workweeks disputes.[75]

The Settlement Administrator will calculate the amounts of the Individual Class Settlement Shares and Individual PAGA Payments; deduct and transmit applicable state and/or federal taxes in connection with the Wage Portions of Individual Class Shares; mail the Individual Class Share checks to Settlement Class Members and Individual PAGA Payment checks to Aggrieved Employees; issue W-2 and 1099 forms; calculate and disburse the Attorneys' Fees and Costs and LWDA Payment; and perform such other tasks necessary to effectuate the terms of the Settlement Agreement.[76] The Settlement Administration Costs are currently estimated to be $7,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.[77]

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

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[72] Settlement Agreement, ¶ 19(a).
[73] *Id.*, ¶ 19(b).
[74] *Id.*, ¶ 8(kk).
[75] *Id.*, ¶¶ 20, 22, & 24.
[76] *Id.*, ¶ 14.
[77] *Ibid.*

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X. PROPOSED DEADLINES FOR THE NOTICE PROCESS

At this preliminary approval stage, Plaintiff seeks approval of the proposed deadlines for the notice and settlement administration process. *Newberg,* at § 11.26. The notice process entails mailing of the Class Notice, in the form approved by the Court, to all known and reasonably ascertainable Class Members and Aggrieved Employees based on Defendant's records.[78]

Within twenty-one (21) calendar days after the Preliminary Approval Order is entered, Defendant shall provide to the Settlement Administrator with the following information for each Class Member and Aggrieved Employee: full name, last known mailing address, Social Security Number, dates worked for Defendant during the Class Period and, if applicable, during the PAGA Period, and such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks ("Class List").[79]

Within fourteen (14) 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.[80] 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. If no forwarding address is provided, then the Settlement Administrator will make reasonable efforts to obtain an updated mailing address, including but not limited to conducting one skip-trace, and re-mail the Class Notice to the Class Member.[81] Class Members will have until the applicable Response Deadline to submit a Request for Exclusion, Workweeks dispute, and/or Notice of Objection.[82] With respect to any Class Notice that is re-mailed, the Response Deadline will be extended an additional fifteen (15) calendar days.[83]

Defendant will make a one-time deposit of the Total Settlement Amount by transmitting the funds to the Settlement Administrator, no later than fifteen (15) calendar days after the Effective Date.[84] Within seven (7) calendar days after Defendant funds the Total Settlement

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[78] *Id.*, ¶¶ 18-19.
[79] *Id.*, ¶ 18.
[80] *Id.*, ¶ 19(a).
[81] *Id.*, ¶ 19(b).
[82] *Ibid.*
[83] *Id*. 8(kk)
[84] *Id.*, ¶ 11.

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Amount, the Settlement Administrator will mail checks for all Individual Settlement Payments (while also withholding employee-side taxes on the Wage Portions of same), all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, the Attorneys' Fees and Costs, and the Enhancement Award.[85]

The Individual Settlement Payment and Individual PAGA Payment checks shall be valid and negotiable for one hundred eighty (180) calendar days after mailing by the Settlement Administrator, and thereafter, shall be canceled.[86] All funds associated with such cancelled checks will be transmitted to the *cy pres* recipient, Los Angeles Legal Aid Foundation, in accordance with California Code of Civil Procedure section 384.[87]

XI. APPOINTMENT OF CLASS REPRESENTATIVE AND ALLOCATION FOR THE ENHANCEMENT AWARD

Plaintiff respectfully requests that the Court appoint her as the Class Representative and preliminarily approve the Enhancement Award in an amount up to $7,500.00.[88] It is within the Court's discretion to award payment to a Class Representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving $50,000 participation award to a single Class Representatives). The factors that courts may consider in determining whether to award an Enhancement Award include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id.*

The Enhancement Award is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.[89] Plaintiff was available

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85 *Ibid.*
86 *Id.*, ¶ 21.
87 *Ibid.*
88 *Id.*, ¶ 13.
89 Parker-Fawley Decl., ¶ 19; Declaration of Melisa Reyes in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Reyes Decl."), ¶ 4.

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whenever Class Counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of class and PAGA claims.[90] Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award for her services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to her individual settlement payments.

XII. <u>CONCLUSION</u>

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminarily appoint and designate Lawyers *for* Justice, PC as Class Counsel; preliminarily appoint and designate Plaintiff Melisa Reyes as the Class Representative; appoint Phoenix as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; schedule a Final Approval Hearing to take place in approximately five (5) months.

Dated: June 12, 2024

LAWYERS *for* JUSTICE, PC

By: ______________________________
Elizabeth Parker-Fawley
Attorneys for Plaintiff

[90] Parker-Fawley Decl., ¶ 19; Reyes Decl., ¶¶ 3-6.