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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

WENDY CERON VENTURA, an individual,
on behalf of herself and others similarly
situated

PLAINTIFF,

v.

MEDICAL LINEN SERVICE, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-03233

[Case Assigned for All Purposes to Hon. Robert
D. Foiles in Dept. 21]

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

*[Filed concurrently with Declaration of Kelsey
M. Szamet and Proposed Order]*

Date: November 18, 2022

Time: 9:00 a.m.

Dept.: 21

Complaint Filed:	June 10, 2021
FAC Filed:	August 16, 2021
Trial Date:	None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on November 18, 2022 at 9:00 a.m. in Department 21 of
3 the above-entitled court, Plaintiff WENDY CERON VENTURA will move the Court for an Order
4 of Preliminary Approval of the Joint Stipulation of Class Action Settlement and Release of Claims
5 (“Settlement” or “Settlement Agreement”), a copy of which is filed concurrently herewith.

6 The Motion will be made on the grounds that the proposed Settlement is fair, adequate,
7 reasonable, and in the best interest of the Class and the Parties.

8 The Motion will be based on this Notice of Motion, the attached Memorandum of Points
9 and Authorities, the Declaration of Kelsey M. Szamet, the Settlement and Release, all other papers
10 and records on file in this action, and on such oral and documentary evidence as may be presented
11 at the hearing on this Motion.

12
13 DATED: August 17, 2022

KINGSLEY & KINGSLEY, APC

14
15 By: _____

16 Kelsey M. Szamet
17 Shannen T. Garrett
18 Attorneys for Plaintiff Wendy Ceron Ventura and
19 the Proposed Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff WENDY CERON VENTURA (“Plaintiff”) submits this Memorandum of Points
4 and Authorities in support of Plaintiff’s Motion for Preliminary Approval of the Joint Stipulation
5 of Class Action Settlement and Release of Claims reached between Plaintiff and Defendant
6 Medical Linen Service, Inc. (“Defendant”) (Plaintiff and Defendant together, the “Parties”).

7 By this Motion, Plaintiff requests that the Court:

8 (1) Grant preliminary approval of the fully executed Joint Stipulation of Class Action
9 Settlement and Release of Claims (“Settlement” or “Settlement Agreement”). A true and correct
10 copy of the Settlement is attached hereto as Exhibit “1”;

11 (2) Approve the proposed Notice to Class Members, a copy of which is attached to the
12 Settlement as Exhibit “A,” and direct that the Notice be sent to Class Members in the manner set
13 forth in the Settlement;

14 (3) Schedule a hearing on final approval of the proposed Settlement and Plaintiff’s
15 counsel’s application for an award of attorney’s fees and litigation costs at which Class Members
16 may be heard (“Final Approval Hearing”).

17 **II. FACTUAL BACKGROUND**

18 A. Litigation Overview and Procedural History

19 Medical Linen Service, Inc. provides linen and uniform services for a variety of needs
20 including, but not limited to, restaurants, country clubs, health care facilities, hotels, and special
21 events. (Declaration of Kelsey M. Szamet (“Szamet Decl.”) ¶4.) Plaintiff and Settlement Class
22 Members were employed by Defendant and performed work in San Mateo County as non-exempt,
23 hourly employees. (Szamet Decl. ¶5.)

24 On June 10, 2021, Plaintiff filed a Class Action Complaint in the Action. On August 16,
25 2021, Plaintiff filed a First Amended Complaint (“FAC”), adding the PAGA claim based on the
26 facts alleged in the PAGA Letter. (Szamet Decl. ¶6.)

27 The operative Complaint alleges claims for: (1) Failure to Pay Wages and/or Overtime
28 Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant

1 to Labor Code §§ 226.7 and 512; (3) Minimum Wage Deficits in Violation of Labor Code §§ 1194,
2 1194.2, 1197, 1197.1, and IWC Minimum Wage Order No. 5; (4) Violation of Labor Code § 221;
3 (5) Waiting Time Penalties Pursuant to Labor Code § 203; (6) Violation of Business & Professions
4 Code § 17200; and (7) Penalties Pursuant to Labor Code § 2699, *et seq.* (Szamet Decl. ¶7.)

5 B. The Discovery Process

6 After the matter was at issue, the Parties began to engage in informal discovery to
7 understand the nature of the allegations and the scope of potential liability. (Szamet Decl. ¶8.)
8 Defendant provided Plaintiff's counsel with pertinent data for the Class Members so that the
9 Parties could fully- investigate the claims at issue and understand their strengths and weaknesses.
10 (Szamet Decl. ¶9.)

11 On March 29, 2020, the Parties attended a full-day mediation with experienced mediator
12 Steven J. Rottman, Esq. (Szamet Decl. ¶10.) With the assistance of the mediator, and subject to
13 confirmatory discovery, the Parties reached a settlement, as provided herein, to settle Plaintiff's
14 claims on a class-wide and representative basis. (*Id.*)

15 Defendant denies any liability or wrongdoing of any kind associated with the claims
16 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends
17 that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or
18 representative action treatment. (Szamet Decl. ¶11.) Defendant contends, among other things,
19 that, at all times, it has complied with the California Labor Code, and the Industrial Wage
20 Commission Orders. (*Id.*)

21 Based on their own independent investigation and evaluation, Class Counsel is of the
22 opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest
23 of the settlement classes in light of all known facts and circumstances, including the risk of
24 significant delay, defenses asserted by Defendant, uncertainties regarding a class and
25 representative action trial on the merits, and numerous potential appellate issues. (Szamet Decl.
26 ¶12.) Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to
27 avoid the cost of litigation. (*Id.*) Accordingly, the Parties and their counsel desire to fully, finally,
28 and forever settle, compromise and discharge all disputes and claims arising from or relating to

1 the Action on the terms set forth here. (*Id.*)

2 **III. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED FOR**
3 **SETTLEMENT PURPOSES**

4 Originally creatures of equity, class actions have been statutorily embraced by the
5 Legislature whenever “the question [in a case] is one of a common or general interest, of many
6 persons, or when the parties are numerous, and it is impracticable to bring them all before the
7 court” (Code Civ. Proc. § 382; *see, e.g., Fireside Bank v. Sup. Court* (2007) 40 Cal.4th 1069,
8 1078.) They serve an important function by “establishing a technique whereby the claims of many
9 individuals can be resolved at the same time” thereby “eliminat[ing] the possibility of repetitious
10 litigation and provid[ing] small claimants with a method of obtaining redress.” (*Richmond v. Dart*
11 *Industries, Inc.* (1981) 29 Cal.3d 462, 469.) Public policy supports the use of class actions to
12 enforce wage and overtime laws for the benefit of workers. (*See Sav-on Drug Stores, Inc. v. Sup.*
13 *Court* (2004) 34 Cal.4th 319, 340.)

14 The certification question is “essentially a procedural one that does not ask whether an
15 action is legally or factually meritorious.” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 439–
16 440.) A court ruling on a certification motion must determine “whether . . . the issues which may
17 be jointly tried, when compared with those requiring separate adjudication, are so numerous or
18 substantial that the maintenance of a class action would be advantageous to the judicial process
19 and to the litigants.” (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

20 The California Supreme Court has identified three certification requirements: (1) “the
21 existence of an ascertainable and sufficiently numerous class”; (2) “a well-defined community of
22 interest”; and, (3) “substantial benefits from certification that render proceeding as a class superior
23 to the alternatives.” (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)
24 The “community of interest” requirement includes three additional requirements: (1) common
25 questions of law or fact predominant over individual questions; (2) the class representatives have
26 claims or defenses typical of the class; and (3) the class representatives can adequately represent
27 the class. (*Ibid, citing Fireside Bank, supra*, 40 Cal.4th at 1089.)

28 Class certification for settlement purposes is proper in this case as the proposed Settlement

1 Class satisfies each of the requirements under Code of Civil Procedure § 382. Accordingly, this
2 Court should certify the putative settlement class.

3 A. The Proposed Class Is Ascertainable and Sufficiently Numerous

4 1. Ascertainability

5 Putative class members are deemed “ascertainable” when they may be “readily identified
6 without unreasonable expense or time by reference to official records.” (*Rose v. City of Hayward*
7 (1981) 126 Cal.App.3d 926, 932.) In determining whether a class is ascertainable, a court
8 scrutinizes the class definition, the size of the class and the means of identifying class members.
9 (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.)

10 Plaintiff maintains that the proposed Settlement Class is ascertainable for several reasons:
11 First, Defendant has agreed in the Settlement to provide a class list to the Settlement Administrator
12 containing each Settlement Class Member’s full name; last known address; last known home
13 telephone number; social security number; dates of employment, and Compensable Work Weeks
14 after issuance of the preliminary approval order. (Szamet Decl. ¶13; Ex. 1 at § I, ¶4.) Second,
15 Settlement Class Member consist of Defendant’s hourly employees, and Defendant is required to
16 keep records of its hourly employees’ names, home addresses, and social security numbers. (*See*
17 *Wage Order 5-2001*, subsection 7(c); Szamet Decl. ¶14.) Third and finally, Defendant informally
18 produced Plaintiff’s personnel file and wage statements, relevant policies, and a sampling of time
19 and pay data, which confirms that Settlement Class Member may be readily identified based on
20 Defendant’s records. (Szamet Decl. ¶15.)

21 2. Numerosity

22 There is no set number that is required as a matter of law to maintain a class action. (*See,*
23 *e.g., Rose v. City of Hayward, supra*, 126 Cal.App.3d at p. 934.) Here, the proposed Settlement
24 Class contains, based upon information and belief, approximately 500 hourly non-exempt
25 employees in the State of California. (Ex. 1 at § III, ¶30.) Therefore, Plaintiff is confident she will
26 be able to establish that the proposed Settlement Class is ascertainable and sufficiently numerous.
27 (Szamet Decl. ¶16.)

28 ///

1 B. There Is a Well-Defined Community of Interest

2 1. There Are Predominant Questions of Law and Fact

3 In deciding whether questions of common or general interest predominate, a court must
4 determine whether “the issues which may be jointly tried, when compared with those requiring
5 separate adjudication, are so numerous or substantial that the maintenance of a class action would
6 be advantageous to the judicial process and to the litigants.” (*Collins v. Rocha* (1972) 7 Cal.3d
7 232, 238; *accord, Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.) As a
8 general matter, if the defendant’s liability can be determined by facts common to all members of
9 the class, a class will be certified even if the members must individually prove their damages.”
10 (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916, 107; *accord, Knapp v.*
11 *AT & T Wireless Services, Inc.* (2011) 195 Cal.App.4th 932, 941.)

12 Here, Plaintiff argues that there are questions of law and fact common to the proposed
13 Settlement Class that predominate over any questions affecting only individual Class Members.
14 (Szamet Decl. ¶17.) These common questions include:

- 15 1) Whether Defendant failed to pay all wages and/or overtime compensation;
- 16 2) Whether Defendant failed to provide lawfully required meal periods and/or failed
17 to compensate employees one (1) hour’s wages in lieu thereof;
- 18 3) Whether Defendant failed to pay minimum wages;
- 19 4) Whether Defendant made deductions from Plaintiff’s and the Settlement Class’
20 earned wages;
- 21 5) Whether Defendant failed to pay compensation due and owing upon termination
22 of employment;
- 23 6) Whether Defendant engaged in unfair competition; and,
- 24 7) Whether Defendant violated § 2699, *et seq.* of the Labor Code by engaging in the
25 acts previously alleged.

26 (Szamet Decl. ¶18.)

27 Plaintiff contends that Defendant maintained a company handbook containing uniform
28 meal break policies for all hourly employees. (Szamet Decl. ¶19.) Plaintiff maintains that the

1 presence of a company-wide meal policy suggests that Defendant applied the same policies to all
2 employees, which would weigh in favor of class certification. (Szamet Decl. ¶20.)

3 Plaintiff's challenge to Defendant's allegedly uniform policies and practices involves
4 common factual and legal issues that are amenable to class treatment. (Szamet Decl. ¶21.) As the
5 California Supreme Court has emphasized, "[c]laims alleging that a uniform policy consistently
6 applied to a group of employees is in violation of the wage and hour laws are of the sort routinely,
7 and properly, found suitable for class treatment." (*Brinker, supra*, 53 Cal.4th at 1033; *see also*
8 *Bradley v. Networkers International, LLC* (2012) 211 Cal.App.4th 1129, 1141-1146.) Moreover,
9 a class of similarly situated employees may be certified based on common questions of fact or law,
10 even if each employee has to establish the amount of his or her damages. (*See Bell v. Farmers Ins.*
11 *Exch.* (2004) 115 Cal.App.4th 715, 741; *Sav-On Drug Stores, Inc. v. Superior Court, supra*, 34
12 Cal.4th at 340.)

13 Here, Plaintiff maintains that the proposed Settlement Class Members suffered the same
14 injuries, in the same manner: (1) Settlement Class Members did not receive all wages and/or
15 overtime; (2) Settlement Class Members did not receive their meal periods as required; (3)
16 Settlement Class Members did not receive minimum wages; (4) Settlement Class Members had
17 deductions made from their earned wages; and (5) Settlement Class Members were not paid all
18 wages owed upon termination/resignation. (Szamet Decl. ¶22.) Plaintiff alleges that Settlement
19 Class Members worked in the same capacity for the same employer and were subject to the same
20 employment policies and practices, the questions of fact and claims regarding the status of these
21 employees are the same for each member of the Settlement Class. Accordingly, for purposes of
22 settlement, the evidence reviewed by Class Counsel demonstrates that common meal and wage
23 policies applied to the proposed Settlement Class Members and certification for settlement
24 purposes is appropriate. (Szamet Decl. ¶23.)

25 2. The Class Representative Has Claims Typical of the Proposed Class

26 A putative class representative's claim must be "typical," but not necessarily identical, to
27 the claims of other class members. The test of typicality "is whether other members have the same
28 or similar injury, whether the action is based on conduct which is not unique to the Class

Representatives, and whether other class members have been injured by the same course of conduct.” (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.) Thus, it is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of all class members. (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.) Thus, it is sufficient that the representative is similarly situated so that he or she will have the motive to litigate on behalf of all class members. (*See, e.g., Classen v. Weller* (1983) 145 Cal.App.3d 27, 45.) It is not necessary that the class representative have personally incurred all of the damages suffered by each of the other class members. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 238.)

Plaintiff worked as an hourly employee for Defendant as part of the team in the production department, earning \$15.00 per hour. (Szamet Decl. ¶24.) Plaintiff alleges that she: (1) worked without being paid all wages and/or overtime; (2) worked without being provided meal periods as required by law; (3) worked without being paid minimum wages; (4) worked with deductions made from earned wages; and (5) worked without being paid all wages due upon separation. She also alleges that she experienced derivative claims for unfair business competition (B&P Code §17200) and Labor Code §2699, *et seq.* (Szamet Decl. ¶25.) Plaintiff also contends that her claims are typical of those of the Settlement Class. (Szamet Decl. ¶26.)

3. Plaintiff Contends That As The Class Representative She Has and Will Fairly Represent the Interests of the Settlement Class Members

A putative class representative must show that she can adequately represent the class. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.App.4th 1096, 1104.) The representative, through qualified counsel, must be capable of “vigorously and tenaciously” protecting the interests of the class members. (*Simons v. Horowitz* (1984) 151 Cal.App.3d 834, 846.)

Plaintiff believes that she is capable of fairly representing and adequately protecting the interests of the proposed Settlement Class Members. (Szamet Decl. ¶27.) Plaintiff’s interests in this litigation are coextensive with the interests of the proposed Settlement Class Members. The members of the proposed Settlement Class all worked for Defendant during the relevant time period and incurred the same type of alleged damages with regard to Defendant’s alleged violations

1 of the law. (Szamet Decl. ¶28.) Moreover, Plaintiff has agreed to serve as Class Representative
2 and has retained qualified Counsel who is experienced in prosecuting wage and hour class actions.
3 (Szamet Decl. ¶29.) This demonstrates her commitment to bringing about the best possible results
4 for the benefit of the proposed Settlement Class. (Szamet Decl. ¶30.) Plaintiff has provided her
5 Counsel with all necessary and pertinent information. (Szamet Decl. ¶31.) She has been a very
6 active participant in the litigation including having frequent contact with Settlement Class
7 Members and working closely with Class Counsel to develop the theories of liability. (Szamet
8 Decl. ¶32.) Plaintiff has provided her Counsel with all necessary and pertinent information.
9 (Szamet Decl. ¶33.) She also was available for the full-day Zoom mediation in this matter and was
10 informed of and involved in all of the Settlement negotiations. Therefore, Plaintiff believes that
11 she has and will continue to adequately represent the proposed Settlement Class Members. (Szamet
12 Decl. ¶34.) Plaintiff has provided her Counsel with all necessary and pertinent information.
13 (Szamet Decl. ¶35.)

14 C. The Class Action Vehicle Is Superior to the Alternatives

15 “The ultimate question in every case of this type is whether . . . the issues which may be
16 jointly tried, when compared with those requiring separate adjudication, are so numerous or
17 substantial that the maintenance of a class action would be advantageous to the judicial process
18 and to the litigants.” (*Lockheed Martin, supra*, 29 Cal.App.4th at 1104–1105.) The California
19 Supreme Court has directed the courts to utilize the class action device to fashion “an effective
20 and inclusive group remedy.” (*Richmond v. Dart Indus., Inc.* (1981) 29 Cal.3d 462, 469.)
21 Normally, in making its class certification decision, the Court must determine that a class action
22 would be superior to alternate means for a fair and efficient adjudication. If the causes of action
23 may be adjudicated in a single proceeding, thereby saving time, reducing waste, and limiting
24 duplication of effort, class certification is superior to individual litigation. (*See, e.g., Vasquez v.*
25 *Superior Court* (1971) 4 Cal.3d 800, 816.) Since the Parties agreed to a settlement in principal
26 and now seek Court approval of that Settlement, Plaintiff submits that there is not as much need
27 as there would be in an ordinary motion for class certification for the Court to determine that the
28 case can be manageably tried.

1 Plaintiff maintains that class treatment would be the superior method of managing this case.
2 A class action is superior to individual litigation “when numerous parties suffer injury of
3 insufficient size to warrant individual action and when denial of class relief would result in unjust
4 advantage to the wrongdoer.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.) In
5 cases such as this, where individual damages may be small, the class action device is the most
6 feasible method of recovery. (*See, e.g. Lockheed Martin, supra*, 29 Cal.4th at 1131.) In this regard,
7 the superiority of class treatment is evident here because individual pursuit of class members’
8 claims may not be economically viable. (Szamet Decl. ¶36.) The only alternative to certification
9 would be to force over 500 employees to join this action, file individual, uniform actions, or
10 abandon their legal rights altogether. (Szamet Decl. ¶37.) Plaintiff maintains that this economic
11 reality would result in a windfall for Defendant if this case were not certified. (Szamet Decl. ¶38.)

12 **IV. THE PROPOSED SETTLEMENT**

13 A. The Settlement Class

14 For purposes of Settlement, the settlement class is defined as: “all persons who are
15 employed or have been employed as an hourly employee by Defendant in the State of California
16 during the Covered Period.” (“Class Members” or “Settlement Class Members”) (Szamet Decl.
17 ¶39; Settlement, Ex. 1 at § I, ¶5.)

18 The Covered Period is the period from June 10, 2017 to April 28, 2022. (Szamet Decl.
19 ¶40; Ex. 1 at § I, ¶6.) As of March 29, 2022 (the date of mediation), and based on documents and
20 other information produced by Defendant, there are approximately 500 Settlement Class Members.
21 (Szamet Decl. ¶41; Ex. 1 at § III, ¶30.)

22 B. Gross Settlement Amount

23 As detailed fully in the Settlement, the Settlement provides for Defendant to pay a Gross
24 Settlement Amount of \$500,000.00, which includes the sum of the Individual Settlement Amounts,
25 the Class Representative service award, the Class Counsel Award, PAGA Payment, and the
26 Settlement Administration Costs. (Szamet Decl. ¶42; Ex. 1 at § I, ¶19.)

27 The Net Settlement Amount is the Gross Settlement Amount, less Class Counsel Award,
28 Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

(Szamet Decl. ¶43; Ex. 1 at § I, ¶22.)

The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount:	\$	500,000.00
Class Representative Enhancement/General Release Award:	\$	5,000.00
Class Counsel's Fees:	\$	166,666.67
Class Counsel's Costs:	\$	17,000.00
PAGA Payment:	\$	10,000.00
		(\$7,500.00 to the LWDA and \$2,500.00 to remain in the Net Settlement Amount)
<u>Settlement Administrator Costs:</u>	<u>\$</u>	<u>16,000.00</u>
Net Settlement Amount	\$	287,833.33

(Ex. 1 at § III, ¶16.)

C. Individual Settlement Payments

The amount of each Participating Settlement Class Member's Individual Settlement Amount is an individualized amount that is based on the number of Compensable Work Weeks worked by the Participating Settlement Class Member during the Covered Period. (Ex. 1 at § I, ¶20; *see also* Ex. A to the Settlement at pp. 4 and 5 [Class Notice].) This individual amount shall be determined according to the settlement payment formula set forth in the Settlement. (*Ibid.*) The Settlement provides for a specific and detailed work week dispute process. (*See* Ex. 1 at § III, ¶9.)

D. Process for Administering Settlement after Preliminary Approval

The detailed Notice Procedure established by the Settlement will efficiently and accurately ensure that Notice is provided to the Settlement Class Members. (Ex. 1 at § III, ¶¶7-8.) The Parties have agreed to use a reputable third-party claims administrator, ILYM Group, Inc., to administer the Settlement. (Ex. 1 at § I, ¶38.)

E. Process for Settlement Class Members to Respond to Class Notice

As detailed in the Settlement, Settlement Class Members will have an opportunity to request exclusion from the Settlement (i.e. opt out) and to object to the Settlement at the Final Approval Hearing. (*See* Ex. 1 at § III, ¶¶11-12; *see also* Ex. A to the Settlement at pp. 2, 6-8 [Class Notice].) The Settlement and Class Notice contain details about the process to request exclusion or object. (*Ibid.*)

1 F. The Release

2 The Released Claims are defined as: “any and all claims, debts, liabilities, demands,
3 obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of
4 action of whatever kind or nature, whether known or unknown, contingent or accrued, that are
5 alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including:
6 (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2)
7 Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Minimum Wage
8 Deficits in Violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1, and IWC Minimum Wage
9 Order No. 5; (4) Violation of Labor Code § 221; (5) Waiting Time Penalties Pursuant to Labor
10 Code § 203; (6) Violation of Business & Professions Code § 17200, and (7) Penalties Pursuant to
11 Labor Code § 2698, et seq. based upon the underlying Labor Code violations pled in the operative
12 complaint.” (Ex. 1 at § I, ¶33.)

13 V. **ARGUMENT**

14 A. Plaintiff Requests Approval of This Class Action Settlement

15 The case of *Kullar v. Foot Locker Retail, Inc* (2008) 168 Cal.App.4th 116, 128, set forth
16 several factors that the Court should analyze in determining whether to approve a class action
17 settlement. These factors include: (1) the strength of plaintiff’s case; (2) the risk, expense,
18 complexity and likely duration of further litigation; (3) the risk of maintaining class action status
19 through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage
20 of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
21 participant; and (8) the reaction of the class members to the proposed settlement.

22 The proposed settlement satisfies each of these factors. Class Counsel conducted extensive
23 informal discovery before entering into meaningful settlement negotiations in this matter. (*Id* at
24 Szamet Decl. ¶¶8-12.) This discovery permitted Class Counsel to fairly evaluate the strength of
25 the case and the risks associated with ongoing litigation. (Szamet Decl. ¶44.) Class Counsel is
26 experienced in handling wage and hour class actions and, after weighing all of the following
27 factors, supports this Settlement. (Szamet Decl. ¶45.)

28 ///

1 1. The Strength of Plaintiff's Case

2 a) The Risks Associated with Wages and Overtime Claim

3 Plaintiff contends that Defendant has had a common policy of not paying Plaintiff and
4 Class Members for all hours worked in violation of established law guaranteeing a minimum wage
5 and wages owed under contract or statute and prohibitions on making deductions reducing the
6 agreed upon wage. (*See* Lab. Code §§ 218, 218.5, 222, 223, 224, 1194, 1194.2, & 1197.) (Szamet
7 Decl. ¶46.) California workers are statutorily entitled to overtime compensation, unless they are
8 properly classified as falling within one of the narrow exemption categories. Under California
9 law, “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in
10 any one workweek...shall be compensated at the rate of no less than one and one-half times the
11 regular rate of pay for an employee.” (Lab. Code, § 510, subd. (a).)

12 Plaintiff contends that she and the Class Members were forced to work on a regular and
13 consistent basis without receiving compensation for all hours worked at the appropriate rate of
14 pay. (Szamet Decl. ¶47.) Specifically, Plaintiff alleges that Defendant has had a consistent policy
15 of failing to pay wages and/or overtime for all hours worked at the proper rate to Plaintiff and all
16 Class Members for following reasons:

17 a. First, Plaintiff contends that Defendant maintained a common policy and practice
18 of automatically deducting thirty (30) minutes of time for a meal period regardless of whether one
19 was taken. As a result, Defendant had a policy and practice of automatically deducting thirty (30)
20 minutes of time worked from the Class Members. This “auto-deduct” policy and practice resulted
21 in Defendant’s failing to pay Plaintiff and all members of the Class all wages at the appropriate
22 rate for all hours worked each day.

23 b. Second, Plaintiff alleges that Defendant’s time rounding policy is unlawful because
24 it does not properly compensate employees for all hours actually worked. Plaintiff contends that
25 expert review of the time records indicates that Defendant’s policy was not “neutral” and favors
26 the employer to the detriment of employees. As a result, Plaintiff contends that she and the Class
27 Members were forced to work on a regular and consistent basis without receiving compensation
28 for all hours worked at the proper rate. (Szamet Decl. ¶48.)

1 In response, Defendant contends that its timekeeping policies and practices were and are
2 lawful under California law and that they properly compensated Plaintiff and all Class Members
3 for all time that they spent working for Defendant. Defendant maintains that, to the extent that
4 Plaintiff or any Class Member performed work while off the clock, they did so without Defendant's
5 knowledge or consent.

6 While Plaintiff is confident that certification of the wage and overtime claims is
7 appropriate, at the same time, it cannot be ignored that there are significant risks associated with
8 moving forward and attempting to certify the wage and overtime claim. (Szamet Decl. ¶49.) Most
9 importantly, though the Court may find that Plaintiff's wage and overtime claim is certifiable, the
10 monetary damages are small because Plaintiff acknowledges that dispute as to rounding with be
11 relatively small in terms of a total monetary amount as it is limited to a few minutes of time per
12 shift. (Szamet Decl. ¶50.) If litigation continued, it is anticipated extensive discovery would be
13 necessary to support Plaintiff's contention, including through further written discovery and
14 depositions of Defendant's person(s) most knowledgeable. (Szamet Decl. ¶51.) As such, Plaintiff
15 could not attribute full value to this claim in the negotiations. (*Id.*)

16 b) The Risks Associated with the Meal Break Claim

17 Under California Labor Code section 512 and IWC Wage Order No. 16, no employer shall
18 employ any person for a work period of more than five hours without providing a meal period of
19 not less than thirty minutes. The first meal period must be permitted to commence no later than
20 after five hours of work, or the start of the sixth hour of work (5.0 hours on the clock). (*Brinker*
21 *Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1049.) The California Supreme Court
22 succinctly described Section 512's mandate: "Employers must afford employees uninterrupted
23 half-hour periods in which they are relieved of any duty or employer control and are free to come
24 and go as they please." (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1037.)

25 It is well settled that if an employer fails to maintain a uniform policy that authorizes and
26 permits the meal periods or rest breaks called for under the law (as specified in the applicable
27 Wage Order), "it has violated the wage order and is liable." (See *Brinker*, 53 Cal.4th at p. 1033.)
28 Following *Brinker*, California courts have confirmed that liability for meal and rest period

1 violations arises when an employer adopts a uniform policy that fails to comply with the Labor
2 Code. (See *Faulkinbury v. Boyd & Associates, Inc.* (2013) 216 Cal.App.4th 220, 235, [“In
3 *Faulkinbury*, we concluded that even if [defendant]’s on-duty meal break policy was unlawful,
4 [defendant] would be liable only when it actually failed to provide a required off-duty meal break.
5 *Brinker* leads us now to conclude [defendant] would be liable upon a determination that
6 [defendant]’s uniform on-duty meal break policy was unlawful.” (emphasis added)]; accord
7 *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; *Benton v. Telecom*
8 *Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, 725–726 [finding that the employer would
9 become liable upon a showing that it failed to maintain a policy authorizing required breaks, which
10 does not require an individual technician to provide he or she actually missed breaks as a result of
11 the employer’s policies. Rather, “the Wage Order . . . imposes an affirmative obligation on every
12 employer to authorize and provide legally-required meal and rest breaks; if it fails to do so, it has
13 violated the law and is liable.”].)

14 Here, Plaintiff contends that Defendant failed to maintain a policy informing Plaintiff and
15 the Class Members of these rights. (Szamet Decl. ¶52.) Plaintiff alleges that Defendant failed to
16 authorize Plaintiff and all Class Members to take meal periods for shifts less than 6 or 6.5 hours
17 even though Plaintiff and the Class Members consistently worked shifts over five (5) hours.
18 (Szamet Decl. ¶53.) Plaintiff contends Defendant failed to provide Plaintiff and the Class Members
19 with lawful meal periods of not less than thirty (30) minutes within the first (5) hours of work as
20 required by the Labor Code. (Szamet Decl. ¶54.) Further, as discussed above, Plaintiff alleged that
21 Defendant automatically deducted thirty (30) minutes from Plaintiff and the Class Members’ time
22 records regardless of whether a lawful meal period was taken. (Szamet Decl. ¶55.)

23 In response, Defendant contends that Defendant provided Plaintiff and all Class Members
24 with an opportunity to take all legally compliant meal periods. Defendant maintains that, to the
25 extent that an employee did not take a legally compliant meal period, it was a result of that
26 employee’s choice to not do so.

27 While Plaintiff is confident that certification of the meal period class is appropriate, at the
28 same time, it cannot be ignored that there are significant risks associated with moving forward and

attempting to certify the meal period claim. (Szamet Decl. ¶56.) Most importantly, Plaintiff must acknowledge that the Court might find that Defendant did in fact maintain an accurate written meal period policy. (Szamet Decl. ¶57.) In addition, there was risk that at certification (and trial), Defendant would introduce evidence that employees were regularly advised of the timing of meal periods and did in fact take them. (Szamet Decl. ¶58.) With this analysis in mind, there is significant risk that the Court could have determined that the written meal period policy does comply with California law, and in that scenario, the likelihood that Plaintiff would have been able to certify a meal period class was low if the inquiry devolved into a series of mini-trials to determine whether each individual was in fact provided the opportunity to take a valid meal period on any given day (Szamet Decl. ¶59.) Indeed, the extent to which Defendant actually “provided” employees with lawful breaks according to its policy would be highly disputed were the case to have continued, and a discount from the maximum settlement value of this claim was appropriate. (Szamet Decl. ¶60)

c) The Risks Associated with the Minimum Wages Claim

Pursuant to Labor Code §§ 1194, 1194.2, 1197, and 1197.1, it is unlawful for an employer to permit a California employee to work without paying wages at the proper minimum wage for all time worked, as set forth by the applicable IWC Minimum Wage Order and Wage Order No. 5.

Here, Plaintiff contends that she and the Class Members consistently performed work for Defendant at or near the California minimum wage rate. (Szamet Decl. ¶61.) Assuming Plaintiff is able to prove the meal period auto-deduct claim allegations and the rounding allegations, Plaintiff contends that she would be able to establish that Defendant deducted Plaintiff’s and the Class Members’ earned wages, causing the total hourly compensation paid to Plaintiff and the Class Members to continually fall below California’s minimum wage. (Szamet Decl. ¶62.)

In response, Defendant contends that Plaintiff and all Class Members were properly compensated for all time spent working. To the extent that Plaintiff or any Class Member worked off the clock, they did so without Defendant’s knowledge or consent. Defendant maintains that its timekeeping policies and practices were and are lawful under California law.

1 d) The Risks Associated with the Waiting Time Penalty Claim

2 This claim alleges that Defendant failed to pay all wages due and owing upon termination
3 or resignation. Labor Code § 203(a) provides:

4 If an employer willfully fails to pay ... any wages of an employee
5 who is discharged or who quits, the wages of the employee shall
6 continue as a penalty from the due date thereof at the same rate until
paid or until an action therefor is commenced; but the wages shall
not continue for more than 30 days.

7 Under Labor Code § 203, a “‘willful’ failure to pay wages ... occurs when an employer
8 intentionally fails to pay wages to an employee when those wages are due.” Cal. Code Regs., tit.
9 8, § 13520; *see also Diaz v. Grill Concepts Services, Inc.* (2018) 23 Cal.App.5th 859 (“willful”
10 simply means that “the employer intentionally failed or refused to perform an act which was
11 required to be done[.] Willful ... does not necessarily imply anything blameable, or any malice or
12 wrong toward the other party”).

13 Here, Plaintiff contends that Defendant failed to properly pay overtime for any work in
14 excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week. (Szamet
15 Decl. ¶63.) The risk analysis for the section 203 claim flows from the risk analysis for the
16 underlying wage claims discussed above. (Szamet Decl. ¶64.)

17 Plaintiff also alleged that Defendant owes waiting time penalties by not paying former
18 alleged employees all wages owed and all premium payments for non-compliant meal or rest
19 periods. Labor Code § 226.7. *See Naranjo, et al. v. Spectrum Security Services, Inc.* (2022) [meal
20 and rest period premiums (or “extra pay” or “premium pay”) constitute “wages” and must be
21 accurately reflected on an employee’s wage statement and accurately paid to the employee during
22 the employee’s final pay out.]

23 If Defendant could prove, as it contends, that class members were properly paid for all
24 hours worked, there would be no recovery of wages and no waiting time penalties that flow
25 therefrom. (Szamet Decl. ¶65.)

26 e) The Risks Associated with the PAGA Claim

27 California’s Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, permits
28 private litigants to recover civil penalties for violations of the Labor Code. PAGA provides that

1 plaintiffs may recover previously established civil penalties (section 2699(a)) or, if none were
2 established, plaintiffs may recover default penalties provided in section 2699(f) in the amount of
3 \$100 per employee per pay period for the initial violation and \$200 for subsequent violations.

4 Plaintiff discounted the PAGA claim for multiple reasons. First, the aggrieved employees’
5 PAGA claims are derivative of all the foregoing class claims. Second, a court has discretion to
6 award less than the maximum penalty. Labor Code § 2699(e)(2) (“a court may award a lesser
7 amount than the maximum civil penalty amount specified by this part if, based on the facts and
8 circumstances of the particular case, to do otherwise would result in an award that is unjust,
9 arbitrary and oppressive, or confiscatory”). See e.g., *Carrington v. Starbucks Corporation* (2018)
10 30 Cal.App.5th 504, 241 Cal.Rptr.3d 647, 669 (affirming award of 10% of maximum PAGA
11 penalty). Finally, the Settlement Class is arguable compensated for these violations in the
12 proposed Settlement, and thus any PAGA recovery for these same violations could be construed
13 as duplicative. As such, the Settlement’s contemplated PAGA payment of \$10,000.00 is
14 appropriate. (Szamet Decl. ¶66.) See *Nordstrom Commissions Cases*, 186 Cal.App.4th 576, 589
15 (2010) (affirming settlement allocating \$0 of \$6.4 million settlement to PAGA penalties).

16 2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

17 There is significant expense associated with the class certification process, which the
18 Parties can avoid by entering into the contemplated Settlement now. (Szamet Decl. ¶67.) If the
19 Court did eventually certify the class, trial of a case involving approximately 500 Settlement Class
20 Members would require the retention of expensive expert witnesses, the accrual of extensive
21 litigation costs, and a significant time overlay by the parties. (Szamet Decl. ¶68.) Moreover, given
22 the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial
23 would have resulted in a lengthy and costly appeal. (Szamet Decl. ¶69.) An appeal would result
24 in further delay for the Settlement Class Members who are waiting for a resolution in this matter.
25 (*Id.*)

26 3. The Risk of Maintaining Class Action Status through Trial

27 This case has not been certified to be tried as a class action. (Szamet Decl. ¶70.) While
28 Plaintiff believes there is strong evidence to support certification of several possible subclasses,

1 certification is always hard fought and subject to judicial discretion. Moreover, in class actions,
2 decertification is always a possibility. (*Id.*) In attempting to certify a class, the parties would need
3 to conduct multiple depositions, including of the Class Representative and of several person(s)
4 most knowledgeable regarding Defendant's meal policies. (*Id.*) There is a risk for both sides as to
5 what these depositions will reveal and whether they will support class certification to the extent
6 expected. (*Id.*)

7 4. The Amount Offered in Settlement

8 It was very difficult for the Parties to reach this Settlement of \$500,000.00. (Szamet Decl.
9 ¶71.) This Settlement is the result of adversarial, non-collusive, and arms-length negotiations.
10 (Szamet Decl. ¶72.) The Parties arrived at it after extensive investigation and discovery, careful
11 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
12 likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance
13 of an experienced mediator, Steven J. Rottman, Esq. (*Id.*)

14 a) Plaintiff's Assessment of Defendant's Maximum Exposure

15 Plaintiff assessed full value of the rounding claim, without any discount, at approximately
16 \$163,060. (Szamet Decl. ¶73.) This amount comes from expert review of the data sample which
17 concludes that there were 5,666.4 net underpaid hours due to rounding. (Szamet Decl. ¶74.)

18 The full value of the Meal Period claim, without any discount, was assessed at
19 approximately \$1,368,288. (Szamet Decl. ¶75.) This amount is comprised of alleged meal period
20 violations in the data for missed, late, what appear to be automatically-deducted meal periods of
21 exactly 30 minutes, and second meal period violations. (Szamet Decl. ¶76.)

22 Plaintiff valued the Waiting Time Claim at \$1,325,313. (Szamet Decl. ¶77.) Considering
23 the derivative nature of Labor Code §203 and the dispute over whether class members were owed
24 any wages, Plaintiff determined that accepting a discount on this claim was appropriate. (Szamet
25 Decl. ¶78.)

26 Finally, Plaintiff calculated the value of the PAGA claim at \$346,900. (Szamet Decl. ¶79.)
27 The assumes \$100 for the initial violation for each of the 3,469 pay periods at issue during the
28 statutory PAGA period. (Szamet Decl. ¶80.)

1 Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the
2 Settlement Class Members' claims was approximately \$3,203,561. (Szamet Decl. ¶81.)

3 b) Solvency Risks

4 One of the main issues addressed at mediation was Defendant's financial status. (Szamet
5 Decl. ¶82.) As a result of the pandemic, Defendant argued that its business operations and income
6 were severely impacted which affected its ability to pay a sizeable settlement or, ultimately, a
7 judgment. (Szamet Decl. ¶83.) Prior to executing the Settlement Agreement, Class Counsel
8 reviewed Defendant's financial information to confirm the impact that the pandemic had on its
9 business.

10 As a result of the potential solvency issue and all of the forgoing risks on the merits, Class
11 Counsel believes the Gross Settlement Amount of \$500,000.00 is fair and reasonable. (Szamet
12 Decl. ¶84.)

13 5. The Experience and Views of Counsel

14 Finally, counsel's experience and success in similar class actions also weigh in favor of
15 preliminary approval. *See Wershba, supra*, 91 Cal.App.4th at 245. Kingsley & Kingsley, APC is
16 very experienced in prosecuting complex employment litigation, and the firm has focused its
17 practice since the year 2000 on complex wage, hour, and working condition violations. (Szamet
18 Decl. ¶¶85-87.) The firm is well versed in class action litigation and has diligently and aggressively
19 pursued this action. (*Id.*) Kingsley & Kingsley, APC currently serves as Class Counsel for dozens
20 of pending class action lawsuits in Northern, Central, and Southern California. (*Id.*) A list of
21 representative cases that Kingsley & Kingsley, APC has handled is included in the accompanying
22 declaration of Kelsey M. Szamet. (*Id.*) After factoring in the risks explained above, Class Counsel
23 believes that the proposed settlement is fair and reasonable. (Szamet Decl. ¶88.)

24 6. The Proposed Plan of Allocation Is Fair and Reasonable

25 Plans of allocation are subject to the same standard of review as class action settlements;
26 they must be "fair, adequate and reasonable." (*See, e.g., Officers for Justice v. Civil Service*
27 *Comm'n* (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.) Here, the proposed plan of allocation
28 compensates Settlement Class Members pro rata based on the number of Compensable Work

1 Weeks worked by the Settlement Class Member during the Covered Period. The lump sum
2 payment to each Settlement Class Member not excluding him/ herself will be determined on an
3 individualized basis based upon the Compensable Work Weeks worked by the Settlement Class
4 Member. (Ex. 1 at § I, ¶20.) This allocation distributes Settlement funds proportionally to each
5 class member's potential damages and should therefore be approved as fair, adequate, and
6 reasonable. (Szamet Decl. ¶89.)

7 7. The Proposed Notice Fairly Apprises the Settlement Class Members of the
8 Terms of the Settlement and of the Class Members' Rights under the
9 Settlement

10 Plaintiff requests that the Court approve the proposed plan and form of Class Notice. The
11 standard for determining the adequacy of notice is whether the notice has “a reasonable chance of
12 reaching a substantial percentage of the class members.” (*Cartt v. Superior Court* (1975) 50
13 Cal.App.3d 960, 974.) Pursuant to the Settlement, the Notice will be sent to the last known address
14 of all Settlement Class Members, or to an updated address if one is located in the National Change
15 of Address Database. (Ex. 1 at § III, ¶7.) If any Notices are returned as undeliverable, the
16 Settlement Administrator will undertake another reasonable address verification measure to locate
17 a valid mailing address and will promptly send the Notice to the new address. (Ex. 1 at § III, ¶8.)
18 As such, the Notice is likely to reach most, if not all, Settlement Class Members.

19 With respect to the contents of the Notice, the “notice given to the class must fairly apprise
20 the class members of the terms of the proposed compromise and of the options open to dissenting
21 class members.” (*Trotsky v. L.A. Fed. Sav. & Loan Ass'n* (1975) 48 Cal.App.3d 134, 151–52.)
22 The purpose of a class notice is to give class members sufficient information to decide whether
23 they should accept the benefits offered, opt out and pursue their own remedies, or object to the
24 settlement. (*Ibid.*)

25 Here, the Notice clearly explains the proposed Settlement and the options to opt out of the
26 Settlement or object to it at the Final Approval Hearing. (See Ex. 1 at § III, ¶¶11-12; see also Ex.
27 A to the Settlement at pp. 2, 6-8 [Class Notice].) In short, the Court should approve the proposed
28 Class Notice because it describes the proposed settlement with enough specificity to allow

1 Settlement Class Members to make an informed choice regarding whether to participate.

2 **VI. THE SERVICE AWARD TO THE NAMED PLAINTIFF**

3 The Class Representative is entitled to an enhancement for her valiant effort and time
4 expended in this matter. (Szamet Decl. ¶90.) The time spent by Wendy Ceron Ventura is
5 significant and includes researching and retaining competent counsel; providing information to
6 Class Counsel regarding the nature of the work at Defendant; compiling relevant documents;
7 working closely with Class Counsel to develop the theories of liability and martial relevant
8 evidence; regularly discussing the status of the case with Class Counsel; discussing the case via
9 telephone with Settlement Class Members as needed; remaining available for a full-day of
10 mediation; and responding promptly to Class Counsel’s communications regarding settlement.
11 (*Id.*) Thus, in addition to the sums paid to Settlement Class Members, Plaintiff requests a proposed
12 litigation enhancement in the amount of \$5,000.00, to be paid from the Gross Settlement Amount.
13 (Ex. 1 at § III, ¶22.) As set forth in the Settlement, Plaintiff will also be entering into a general
14 release of liability pursuant to Civil Code Section 1542. (Szamet Decl. ¶91; Ex. 1 at § III, ¶2.)

15 Class Counsel considers this to be a fair and reasonable enhancement. (Szamet Decl. ¶92.)
16 The enhancement takes into consideration the time, effort, and expense incurred by Plaintiff in
17 coming forward to litigate this matter on behalf of all Settlement Class Members. (*Id.*) Plaintiff
18 will provide a detailed declaration with the Final Approval Motion detailing her participation and
19 further justification for the enhancement. (*Id.*)

20 **VII. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY**

21 As indicated on the Proof of Service, Plaintiff’s Motion for Approval of Class Action
22 Settlement (“Motion”) will be concurrently uploaded to the Labor and Workforce Development
23 Agency’s (“LWDA”) website on the date this Motion is filed as required by statute. Proof of
24 submission of Plaintiff’s Motion, all related documents, and copy of the email from the LWDA
25 confirming receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit “2.” (Szamet
26 Decl. ¶93.)

27 ///

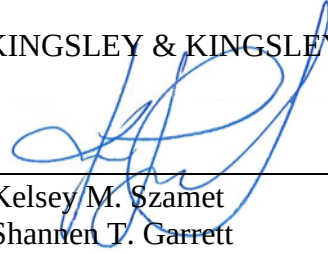
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1 **VIII. CONCLUSION**

2 Plaintiff respectfully submits that the proposed Settlement is fair, adequate, reasonable, and
3 in the best interest of the Settlement Class Members. Therefore, the Parties respectfully request
4 that the Court (1) grant preliminary approval of the Joint Stipulation of Class Action Settlement
5 and Release of Claims, and all of its terms; (2) approve the proposed form of notice, and direct
6 that the Notice be sent to Settlement Class Members in the manner set forth in the Joint Stipulation
7 of Class Action Settlement and Release of Claims; and (3) schedule a hearing on final approval of
8 the Settlement and Class Counsel's application for an award of attorney's fees and litigation costs.

9
10 DATED: August 17, 2022

KINGSLEY & KINGSLEY, APC

11
12 By: 

13 Kelsey M. Szamet

Shannen T. Garrett

14 Attorneys for Plaintiff Wendy Ceron Ventura and
15 the Proposed Class
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]

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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 17, 2022, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

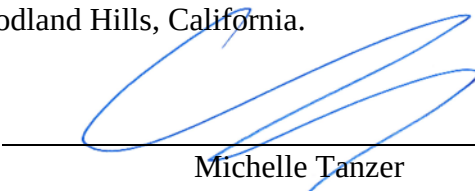
Cody Stroman
Andrew Russell
Alexander Hernaez
Steven Wong
Claudia A. LeBrane
codystroman@foxrothschild.com
arussell@foxrothschild.com
ahernaez@foxrothschild.com
swong@foxrothschild.com
clebrane@foxrothschild.com
Fox Rothschild LLP
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 17, 2022, at Woodland Hills, California.



Michelle Tanzer