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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JACOB SCHUMACHER, individually,
and on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

GEORGIA-PACIFIC CORRUGATED
LLC, a Delaware Company; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 2:19-cv-08632-DMG (AFMx)

Honorable Dolly M. Gee
Courtroom 8C

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

[Declaration of Proposed Class Counsel
(Douglas Han); Declarations of
Proposed Class Representatives (Jacob
Schumacher, Genaro Vergara, and
Donald Gibson); and [Proposed] Order
filed concurrently herewith]

Date: December 3, 2021
Time: 9:30 a.m.
Place: Courtroom 8C

Complaint Filed: September 5, 2019
Removed: October 7, 2019
Trial Date: None Set

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

2 PLEASE TAKE NOTICE that on December 3, 2021, at 9:30 a.m., or as soon
3 thereafter as the matter may be heard before the Honorable Dolly M. Gee in Courtroom
4 8C of the United States District Court for the Central District of California, United
5 States Courthouse located at 350 West 1st Street, Los Angeles, California 90012,
6 Plaintiffs Jacob Schumacher, Genaro Vergara, and Donald Gibson (“Plaintiffs,”
7 “Plaintiff Schumacher,” “Plaintiff Vergara,” and “Plaintiff Gibson”) will and hereby
8 does move for an order:

- 9 • Granting preliminary approval of the proposed class action settlement
10 described herein and as set forth in the parties’ Stipulation of Class Action
11 and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement
12 Agreement”), attached as “**EXHIBIT A**” to the Declaration of Douglas Han
13 in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action
14 Settlement, including the means of allocation and distribution of the Gross
15 Settlement Amount and the Net Settlement Amount, and the allocations for
16 the Attorney Fee Award, the Cost Award, the Class Representative
17 Enhancement Payments, the Private Attorneys General Act of 2004
18 (“PAGA”) Payment, and the Administration Costs;
- 19 • Certifying the proposed Class for settlement purposes only;
- 20 • Preliminarily appointing Plaintiffs as the Class Representatives;
- 21 • Preliminarily appointing Douglas Han, Esq., Shunt Tatavos-Gharajeh, Esq.,
22 and Phillip Song Esq., of Justice Law Corporation as Class Counsel;
- 23 • Approving the proposed Notice of Class and Representative Action
24 Settlement (“Class Notice”) and the Election Not to Participate In (“Opt
25 Out” From) Class Action Settlement (“Exclusion Form”), attached as
26 “Exhibit 1” and “Exhibit 2” respectively to the [Proposed] Order Granting
27 Preliminary Approval of Class Action Settlement (“Proposed Order”);

28 ///

- The Class Notice and Exclusion Form are collectively known as the Notice Packet;
- Appointing Simpluris, Inc. (“Simpluris”) as the Settlement Administrator to handle the notice and administration process for the Settlement;
- Directing Simpluris to mail the Notice Packet to the proposed Class;
- Approving the proposed deadlines for the notice and administration process as reflected herein and in the Settlement Agreement; and
- Scheduling a hearing to consider final approval of the Settlement, at which time the Court will also consider whether to award the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, and the Administration Costs.

This motion is based upon the following memorandum of points and authorities; the Settlement Agreement; the Declarations of Proposed Class Counsel (Douglas Han) and Proposed Class Representatives (Jacob Schumacher, Genaro Vergara, and Donald Gibson) 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: October 15, 2021

JUSTICE LAW CORPORATION

By: 
Douglas Han
Attorneys for Plaintiffs

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. SUMMARY OF MOTION**

3 Plaintiffs respectfully request that this Court grant preliminary approval of the
4 Settlement Agreement entered by and between Plaintiffs, individually and on behalf of
5 the proposed Class, and Defendant Georgia-Pacific Corrugated LLC (“Defendant”).
6 Subject to Court approval, Plaintiffs and Defendant have agreed to settle this lawsuit for
7 a Gross Settlement Amount of \$1,500,000¹, which is non-reversionary.

8 The Parties reached the Settlement after engaging in formal and informal
9 discovery, investigations, and arm’s-length negotiations. The Settlement was facilitated
10 by Louis M. Marlin, Esq., a well-respected mediator who is experienced in wage-and-
11 hour class actions. The Settlement satisfies the criteria for approval and falls within the
12 range of possible approval under federal and California law. The proposed Notice
13 Packet² provides the best notice practicable under the circumstances and will allow each
14 Class Member a full and fair opportunity to evaluate the Settlement and decide whether
15 to participate in it. Accordingly, Plaintiffs move the Court to grant preliminary approval
16 of the Settlement and the allocations for the Attorney Fee Award, the Cost Award, the
17 Class Representative Enhancement Payments, PAGA Payment, and the Administration
18 Costs; conditionally certify the proposed Class for settlement purposes; order the
19 distribution of the Notice Packet to the Class; and set a Final Approval Hearing.

20 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

21 Defendant is a pulp and paper company based in Atlanta, Georgia and is one of
22 the world’s largest manufacturers and distributors of tissue, pulp, paper, toilet and paper
23 towel dispensers, packaging, building products and related chemicals.

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25
26 ¹ A copy of the fully executed Settlement Agreement is attached as “**EXHIBIT 2**” to
27 the Declaration of Douglas Han in Support of Plaintiffs’ Motion For Class Action
Settlement (“Han Decl.”). Settlement Agreement, ¶ I.V.

28 ² The Class Notice and Exclusion Form (*i.e.*, Notice Packet) are attached as “Exhibit 1”
and “Exhibit 2” respectively to the Proposed Order, filed concurrently herewith.

1 On September 5, 2019, Plaintiff Schumacher commenced a wage-and-hour
2 class action lawsuit against Defendant in the Superior Court of California, County of
3 Los Angeles (Case Number 19STCV31420). The wage-and-hour class action lawsuit
4 alleged violation of: (1) Labor Code sections 510, 1194, and 1198 (unpaid overtime);
5 (2) Labor Code sections 226.7 and 512(a); (3) Labor Code section 226.7 (unpaid rest
6 periods premiums); (4) Labor Code sections 201 and 202 (final wages not timely paid);
7 (5) Labor Code section 226(a) (noncompliant wage statements); and (6) Business &
8 Professions Code sections 17200, *et seq.*

9 On October 7, 2019, Plaintiff Schumacher's wage-and-hour class action
10 lawsuit was removed to the United States District Court Central District of California
11 (Case Number 2:19-cv-08632-DMG (AFMx)).

12 Plaintiffs' core allegations are that Defendant violated the California Labor
13 Code and California Business & Professions Code by, *inter alia*, failing to properly pay
14 minimum and overtime wages, failing to properly report all hours worked, failing to
15 provide compliant meal and rest breaks and associated premium wages, failing time
16 timely pay wages during employment and upon termination, failing to provide
17 compliant wage statements, failing to maintain requisite payroll records, and failing to
18 reimburse necessary business-related expenses. Plaintiffs contend that Defendant's
19 conduct constitutes unfair business practices and gives rise to penalties under PAGA.
20 Plaintiffs further allege that Defendant's failure to properly pay all compensation due,
21 arises from, *inter alia*, Defendant's improper, uniform policies and practices that
22 pressured employees to forgo receiving compliant meal and rest breaks and forced
23 employees to work pre-shift and post-shift off-the-clock, and Defendant's rounding
24 policy that was neither fair nor neutral. As a result, Plaintiffs contend that they and the
25 Class Members are entitled to, *inter alia*, unpaid wages, penalties (including and not
26 limited to, penalties pursuant to PAGA), and attorneys' fees.

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1 Defendant denies any liability of any kind associated with the claims and
2 allegations, and further denies that Plaintiffs or the Class Members are entitled to any
3 relief. Defendant also denies that the Action is appropriate for class or representative
4 treatment for any purpose other than the Settlement. Defendant maintains, among other
5 things, that it has complied with federal and California laws in all respects.

6 On December 9, 2020, Plaintiff Schumacher and Defendant attended mediation
7 with Louis Marlin, Esq. While the Parties did not settle at mediation, the mediator's
8 continued involvement allowed the Parties to reach a settlement.

9 In line with the Parties' decision to settle the case, on June 1, 2021, Plaintiff
10 Vergara provided written notice to the California Labor and Workforce Development
11 Agency ("LWDA") and Defendant of the specific provisions of the Labor Code he
12 contends were violated and the theories supporting her contentions.

13 In October 2021, Plaintiff Jacob Schumacher filed a First Amended Complaint
14 in the United States District Court Central District of California adding Plaintiff
15 Vergara and Plaintiff Gibson as additional Class Representatives and adding the
16 following cause of action: violation of Labor Code sections 2698, *et seq.* (PAGA).

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

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

19 For settlement purposes only, the Parties agree to class action certification of
20 the following Class (individually referred to as "Class Members") consisting of
21 approximately one thousand two hundred forty-four (1,244) individuals:

22 All hourly-paid or non-exempt employees employed by Defendant within the
23 State of California during the time period from September 5, 2015, to May 7,
24 2021 ("Class" and "Class Period"). Settlement Agreement, ¶¶ I.E. & I.J.

25 As discussed in Section V, *infra*, conditional class certification is appropriate
26 with respect to the Settlement.

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

2 The Parties have agreed (subject to and contingent upon the Court’s approval)
3 that this action be settled and compromised for the non-reversionary total sum of
4 \$1,500,000 (“Gross Settlement Amount”) which includes, subject to Court approval: (a)
5 Attorney Fee Award in an amount not to exceed \$500,000 (33 1/3% of the Gross
6 Settlement Amount) to compensate Class Counsel for work already performed and all
7 work remaining to be performed in documenting the settlement, administrating the
8 settlement and securing Court approval; (b) Cost Award for actual litigation costs in a
9 sum not to exceed \$25,000; (c) Class Representative Enhancement Payments in the
10 amount of \$10,000 to each Class Representative in recognition of their work and efforts
11 in obtaining the benefits for the Class and undertaking the risk for the payment of costs
12 in the event this matter had not successfully resolved; (d) Administration Costs to
13 Simpluris, Inc. (“Simpluris”), the Settlement Administrator, currently estimated at
14 \$12,500, but not to exceed \$20,000; and (e) PAGA Payment of \$100,000, seventy-five
15 percent (75%) of which (\$75,000) will be paid to the LWDA and twenty-five percent
16 (25%) of which (\$25,000) shall be distributed to the aggrieved employees eligible to
17 recover settlement funds from the PAGA Payment that consist of all current and former
18 hourly-paid or non-exempt employees who worked for Defendant within the State of
19 California between June 1, 2020 through May 7, 2021 (“Eligible Aggrieved
20 Employees,” “PAGA Timeframe,” and “PAGA Payment”), on a pro rata basis.
21 Settlement Agreement, ¶¶ I.A, I.C, I.K, I.N., I.V, I.Y., I.AA, III.A., & III.I.7.

22 Assuming these payments are approved in full, after all Court-approved
23 deductions from the Gross Settlement Amount, it is estimated that \$825,000 (“Net
24 Settlement Amount”) will be distributed to Class Members who do not submit a valid
25 and timely request to exclude themselves from this Settlement (“Participating Class
26 Members”) – with an average Individual Settlement Share estimated at \$663.18. Han
27 Decl., ¶ 31. The entire Net Settlement Amount will be distributed to Participating Class
28 Members based upon on the number weeks they worked as non-exempt employees

1 during the Class Period, and no portion will revert to Defendant. Settlement Agreement,
2 ¶¶ I.V. & III.H.1.a. Similarly, the \$25,000 portion of the PAGA Payment that will be
3 distributed to the Eligible Aggrieved Employees will be based upon the total number of
4 workweeks they were employed in a non-exempt position during the PAGA
5 Timeframe. *Id.*, ¶ III.I.7.g.

6 **C. Calculation of Individual Settlement Shares**

7 The Settlement Administrator will pay an Individual Settlement Share from the
8 Net Settlement Amount to each Participating Class Member as follows:

9 (i) the number of weeks he or she worked as a non-exempt employee during
10 the Class Period based on the Class Data provided by Defendant, divided by
11 (ii) the total number of weeks worked as a non-exempt employee by any and
12 all Participating Class Members collectively, during the Class Period based on
13 the same Class Data, which is then multiplied by the Net Settlement Amount.
14 One day worked in a given week will be credited as a week for purposes of this
15 calculation. Therefore, the value of each Participating Class Member's
Individual Settlement Share ties directly to the amount of weeks that he or she
worked as a non-exempt employee. *Id.*, ¶ III.H.1.a.

16 Each Participating Class Member's Individual Settlement Share will be
17 apportioned as follows: one-third (1/3) wages and two-thirds (2/3) interest and
18 penalties. The amounts paid as wages shall be subject to all tax withholdings
19 customarily made from an employee's wages and all other authorized and required
20 withholdings and shall be reported by W-2 forms. Payment of all amounts will be made
21 subject to backup withholding unless a duly executed W-9 form is received from the
22 payee(s). The amounts paid as penalties and interest shall be subject to all authorized
23 and required withholdings other than the tax withholdings customarily made from
24 employees' wages and shall be reported by IRS 1099 forms. The employees' share of
25 payroll tax withholdings shall be withheld from Individual Settlement Share. *Id.*, ¶
26 III.H.2.

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Furthermore, the Settlement Administrator shall pay each Eligible Aggrieved Employee according to their proportional share, which will be based upon the total number of workweeks he or she was employed in a non-exempt position during the PAGA Timeframe, by:

(i) determining the total number of workweeks the Eligible Aggrieved Employees were employed in non-exempt positions during the PAGA Timeframe (i.e., the sum of all non-exempt workweeks for each eligible aggrieved employee), and (ii) dividing that number into the \$25,000 amount allocated to Eligible Aggrieved Employees to determine the monetary value assigned to each relevant workweek. That number will then be multiplied by the individual eligible aggrieved employee's total number of workweeks in a non-exempt position during the PAGA Timeframe to determine that individual's proportional share. Settlement Agreement, ¶ III.I.7.g.

D. Request for Exclusion and Objection Procedures

Class Members who wish to exclude themselves from the Settlement must submit a written Exclusion Form. *Id.*, ¶¶ I.T & III.L.4. A written Request for Exclusion must be mailed to the Settlement Administrator within sixty (60) calendar days from the initial mailing of the Notice Packet ("Response Deadline"). *Id.*, ¶¶ I.HH & III.L.4. The written Request for Exclusion must unambiguously state that the Class Member wishes to exclude himself or herself from the Settlement and must also: (a) include the Class Member's name, address, and last four digits of the Social Security Number; (b) be addressed to the Settlement Administrator at the specified address; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline. *Id.*, ¶ III.L.4.

Class Members who have not submitted written Requests for Exclusion (Participating Class Members) may object to the Settlement by mailing a written objection to the Settlement Administrator that is postmarked no later than the Response Deadline. *Id.*, ¶¶ III.L.3 & III.L.3(d). Any Objections must be signed by the Class Member and state: (a) the case name and number; (b) the objecting person's full name, address, telephone number, and last four digits of the Class Member's Social Security

1 Number and/or Employee ID Number; (c) the words “Notice of Objection” or “Formal
2 Objection;” and (d) a statement of his or her reasons for objecting. Settlement
3 Agreement, ¶ III.L.3.a.

4 **E. Scope of the Release**

5 As of the Effective Final Settlement Date and upon fully funding the
6 settlement, all Participating Class Members will be bound by a release of all claims and
7 causes of action falling under the definition of Released Claims for the time frame from
8 September 5, 2015, to May 7, 2021. Participating Class Members agree not to sue or
9 otherwise make a claim against any of the Released Parties for any of the Released
10 Claims. The scope of this release covers all the Released Claims irrespective of the
11 possibility that Class Members may discover new facts, legal theories or legal
12 arguments not alleged in the operative Complaint (“Released Claims”). *Id.*, ¶¶ I.R, I.FF,
13 & III.M.

14 As of the Effective Final Settlement Date and upon fully funding the
15 settlement, the LWDA and each Eligible Aggrieved Employee, including Plaintiffs,
16 individually and on behalf of their heirs, executors, administrators, representatives,
17 attorneys, successors and assigns hereby voluntarily and knowingly are barred from
18 bringing any and all claims seeking civil penalties under the Labor Code predicated on
19 the PAGA Claims asserted in the Action, during the PAGA Timeframe against
20 Defendant. *Id.*, ¶¶ I.R & III.N.

21 The Released Parties include Defendant and each and all of its past and present
22 parent, subsidiary, and affiliated corporations, entities, divisions, general and limited
23 partners, joint venturers and affiliates, and each of its respective current and former
24 directors, officers, managers, employees, principals, members, agents, insurers,
25 reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited
26 partners, joint venturers, and affiliated companies, and each of its respective executors,
27 predecessors, successors, assigns and legal representatives (“Released Parties”). *Id.*,
28 I.GG.

1 As of the Effective Final Settlement Date, and in exchange for the Class
2 Representative Enhancement Payments in an amount not to exceed \$10,000 to each
3 Plaintiff in recognition of their work and efforts in obtaining the benefits for the Class
4 and undertaking the risk for the payment of costs in the event this matter had not
5 successfully resolved, Plaintiffs provide a general release of claims for themselves and
6 their spouse, heirs, successors, and assigns. Settlement Agreement, ¶¶ I.R. & III.O.

7 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF A CLASS**
8 **ACTION SETTLEMENT**

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

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

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1 In evaluating the fairness of the class action settlement, courts should give
2 “proper deference to the private consensual decision of the parties.” *Hanlon*, 150 F.3d
3 at 1027. Courts need only ensure that the settlement is not a product of “fraud or
4 overreaching by, or collusion between, the negotiating parties, and that the settlement,
5 taken as a whole, is fair, reasonable, and adequate to all concerned.” *Id.*

6 **V. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED**

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

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

16 An initial presumption of fairness exists “if the settlement is recommended by
17 class counsel after arm’s-length bargaining.” *Harris v. Vector Mktg. Corp.*, No. 08-cv-
18 5198-EMC, 2011 WL 1627973, at *8 (N.D. Cal. Apr. 29, 2011) (citation omitted).
19 Courts give great weight to such recommendation as class counsel is most familiar with
20 the issues underlying the case. *Nat’l Rural*, 221 F.R.D. at 528.

21 Here, the Parties actively litigated the Action since it was commenced on
22 September 5, 2019. Class Counsel conducted a thorough investigation into the facts of
23 the case, including, *inter alia*, interviews with Plaintiffs and multiple Class Members,
24 and diligently investigated the allegations in the Action. Han Decl., ¶¶ 17-19. After
25 Plaintiff Schumacher filed his wage-and-hour class action complaint, both Parties
26 engaged in discovery. *Id.*, ¶ 17. Specifically, Plaintiffs propounded one (1) set of special
27 interrogatories, one (1) set of requests for admissions, and one (1) set of requests for
28 production of documents. *Ibid.* Defendant also propounded one (1) set of special

1 interrogatories and one (1) set of requests for production of documents to Plaintiff
2 Schumacher. Han Decl., ¶ 17. Plaintiff Schumacher provided responses. *Ibid.*
3 Afterwards, the Parties met and conferred regarding this discovery. *Ibid.* Moreover,
4 prior to the mediation, the Parties conducted significant investigation and discovery of
5 the facts and law both before and after the Cases were filed. *Id.*, ¶ 18. Specifically,
6 Defendant produced hundreds of documents relating to its policies, practices, and
7 procedures regarding paying non-exempt employees for all hours worked, donning and
8 doffing practices, meal and rest break policies, payroll and operational policies, and
9 collective bargaining agreements governing the Class Members. *Ibid.* As part of
10 Defendant's production, Plaintiffs also reviewed time records, pay records, and
11 information relating to the size and scope of the Class, as well as data permitting
12 Plaintiffs to understand the number of workweeks in the Class Period. *Ibid.* Finally,
13 Plaintiffs interviewed dozens of Class Members who worked for Defendant throughout
14 the Class Period. *Ibid.*

15 The Parties reached the Settlement after reviewing all available evidence,
16 arm's-length bargaining, and participating in mediation conducted by Louis M. Marlin,
17 Esq., a well-respected mediator experienced in handling complex wage-and-hour
18 matters. *Id.*, ¶¶ 13 & 28. During the mediation, the Parties exchanged information and
19 discussed various aspects of the case, including, and not limited to, Plaintiffs' claims,
20 the risks and delays of further litigation and of proceeding with certification and/or
21 representative adjudication, the law relating to off-the-clock theory, meal and rest
22 breaks, wage-and-hour enforcement, representative PAGA claims, the evidence
23 produced and analyzed, and possible appeals, among other things. *Id.*, ¶¶ 28 & 47.

24 During all settlement discussions, the Parties conducted their negotiations at
25 arm's length from an adversarial position and arriving at a settlement that was
26 acceptable to both Parties was not easy. *Id.*, ¶ 47. The data and documents produced and
27 obtained in this case enabled Class Counsel to prepare damages/valuation models in
28 preparation for the mediation, to determine the claims' value and strength. *Id.*, ¶¶ 47-73.

1 With the aid of the mediator’s evaluations, the Parties agreed that this case was well-
2 suited for settlement given the legal issues relating to the claims, as well as the costs
3 and risks to both sides that would attend further litigation. Han Decl., ¶¶ 28, 48-49. The
4 Settlement considers the strengths and weaknesses of each side’s position and the
5 uncertainty of how the case might have concluded at certification, trial, and/or appeals.
6 *Id.*, ¶¶ 48-49, 52.

7 The Settlement is based on this large volume of facts, evidence, and
8 investigation, and the Parties’ negotiations during the mediation.³ *Id.*, ¶¶ 13, 18, 28, &
9 47. While the Parties disagree over the merits and certifiability of Plaintiffs’ claims,
10 Plaintiffs and Class Counsel agree that the Settlement is fair, reasonable, adequate, and
11 in the best interest of the Class, considering all known facts and circumstances. *Id.*, ¶¶
12 48-49, & 79.

13 **B. The Settlement is Fair, Reasonable, and Adequate**

14 The Gross Settlement Amount of \$1,500,000 represents a fair, reasonable, and
15 adequate resolution of this lawsuit. Under the Settlement, the entire Net Settlement
16 Amount will be distributed to Participating Class Members and is currently estimated to
17 be at least \$825,000. *Id.*, ¶ 31. The amount of the Settlement is reasonable considering
18 the risks relating to obtaining and maintaining certification, demonstrating liability, and
19 the ability to recover monetary relief on a class-wide or representative basis. *Id.*, ¶¶ 48-
20 49, 52, 74, & 79. The Settlement guarantees a certain monetary recovery to Class
21 Members in a reasonably short period of time, as opposed to waiting additional years
22 for a recovery, or possibly, no recovery.

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

1 The Settlement was calculated using data and information obtained through
2 case investigation, Defendant's removal papers, and formal and informal exchange of
3 information in advance of and/or in the context of mediation and settlement
4 negotiations. Han Decl., ¶¶ 17-19, 47-49. Prior to the mediation, Class Counsel
5 conducted extensive investigation into the claims. *Id.*, ¶¶ 17-19. The data and
6 information obtained enabled Class Counsel to calculate the value of the claims and the
7 monetary recovery that could potentially be awarded to the Class, and permitted a
8 complete understanding of Defendant's employment policies, practices, and procedures.
9 *Id.*, ¶¶ 48-50. This information proved invaluable in negotiating a settlement amount
10 that fairly compensates the Class Members. *Id.*, ¶ 79.

11 The Parties have also considered the potential risks and rewards inherent in
12 any case and, in particular, with this case. *Id.*, ¶¶ 28, 48. Prior to the mediation, Class
13 Counsel performed extensive damages and valuation analysis based on class data and a
14 sampling of time and pay data provided by Defendant. *Id.*, ¶ 18. During the mediation,
15 Defendant contended, among other things, that their policies and practices fully
16 complied with California law. *Id.*, ¶¶ 16, 27, & 51. Defendant argued that individual
17 issues would predominate because their hourly-paid and non-exempt employees worked
18 in different positions, during different periods of time, at different locations, and were
19 subject to various employment policies, practices, and procedures, and the reasons why
20 a Class Member failed to receive a meal or rest break or worked off-the-clock would
21 also raise individual issues that cannot be certified. *Id.*, ¶¶ 16, 27, 51, & 66-72.

22 Plaintiffs face numerous risks in continued litigation, including and not limited
23 to, the risk of receiving no recovery if a class is not certified and/or if no liability is
24 found, and the risk of the Court determining that adjudication on a representative or
25 class basis is unmanageable and not appropriate. *Id.*, ¶¶ 28 & 48. Plaintiffs and Class
26 Members also face the real possibility that the amount recovered against Defendant
27 after years of litigation and a lengthy and costly trial is less than the amount negotiated
28 in this Settlement. *Id.*, ¶¶ 28, 48, & 74.

1 Additionally, the Settlement is fair because it treats Class Members equally.
2 Each Participating Class Member will receive a proportionate share of the Net
3 Settlement Amount that is equal to (i) the number of weeks he or she worked as a non-
4 exempt employee during the Class Period based on the Class Data provided by
5 Defendant, divided by (ii) the total number of weeks worked as a non-exempt employee
6 by any and all Participating Class Members collectively, during the Class Period based
7 on the same Class Data, which is then multiplied by the Net Settlement Amount.
8 Settlement Agreement, ¶ III.H.1.a.

9 There is no reason to doubt the fairness of the proposed plan of allocation of
10 the settlement funds for purposes of preliminary approval. Even at the final approval
11 stage: “an allocation formula need only have a reasonable, rational basis, particularly if
12 recommended by experienced and competent class counsel.” *Nguyen v. Radiant Pharm.*
13 *Corp.*, No. 11-cv-00406, 2014 WL 1802293, at *5 (C.D. Cal. May 6, 2014); *see also*
14 *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 367 (S.D.N.Y. 2002).
15 Considering the facts in this case, the amount of the Settlement represents a fair,
16 reasonable, and adequate recovery for the Class. Han Decl., ¶¶ 48 & 79.

17 **C. The Settlement is Within the Range of Approval**

18 The Gross Settlement Amount of \$1,500,000 provides substantial monetary
19 recovery to the Class Members, and is fair, reasonable, and adequate considering the
20 value of the claims and the significant risks of continued litigation. Similarly, all the
21 other Settlement terms for which Plaintiffs request approval and/or preliminary
22 approval fall within the range of reasonableness, as discussed below.

23 *1. The allocation for Class Representative Enhancement*
24 *Payments is reasonable.*

25 Subject to Court approval, Plaintiffs will each receive Class Representative
26 Enhancement Payments of \$10,000. *Id.*, ¶¶ I.L & III.I.7.a. The Class Representative
27 Enhancement Payments will be paid in addition to Plaintiffs’ Individual Settlement
28 Shares. *Id.*, ¶ III.I.7.a.

1 The trial court has discretion to award enhancement payments to the class
2 representatives.⁴ Courts routinely approve enhancement payments to class
3 representatives for their time and efforts, and the risks they undertake on behalf of the
4 class. *See, e.g., Staton v. Boeing*, 327 F.3d 938, 976-78 (9th Cir. 2003) (discussing cases
5 approving incentive awards in the range of \$2,000 to \$25,000). “Incentive awards are
6 particularly appropriate in wage-and-hour actions” because named plaintiffs bear “a
7 significant reputational risk for bringing suit against their former employers.”
8 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. Mar. 19, 2015)
9 (quotation marks omitted).

10 Here, the contemplated Class Representative Enhancement Payments are fair
11 and appropriate and is well within the range of incentive payments awarded by district
12 courts. *See id.*; *Angell v. City of Oakland*, 13 cv-00190 NC, 2015 WL 65501, at *8
13 (N.D. Cal. Jan. 5, 2015) (approving \$9,000 incentive awards); *Covillo*, 2014 WL
14 954516, at *8 (approving an \$8,000 incentive award).

15 Moreover, Plaintiffs spent considerable time and effort to produce relevant
16 documents and past employment records and provide the facts and evidence necessary
17 to attempt to support the allegations. Han Decl., ¶ 78; Declaration of Jacob Schumacher
18 in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement
19 (“Schumacher Decl.”), ¶¶ 5-8; Declaration of Genaro Vergara in Support of Plaintiffs’
20 Motion for Preliminary Approval of Class Action Settlement (“Vergara Decl.”), ¶¶ 6-8;
21 Declaration of Donald Gibson in Support of Plaintiffs’ Motion for Preliminary
22

23 ⁴ *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000). In assessing
24 the reasonableness of an incentive award, several district courts in the Ninth Circuit
25 have applied the five-factor test set forth in *Van Vranken v. Atl. Richfield Co.*, 901 F.
26 Supp. 294, 299 (N.D. Cal. 1995): (1) the risk to the class representative in commencing
27 a class action; (2) the notoriety and personal difficulties encountered by the class
28 representative; (3) the amount of time and effort spent by the class representative; (4)
the duration of the litigation; and (5) the personal benefit, or lack thereof, enjoyed by
the class representative as a result of the litigation. *See, e.g., In re Toys “R” Us-Del.,
Inc. FACTA Litig.*, 295 F.R.D. 438, 470 (C.D. Cal. 2014); *Covillo v. Specialty’s Café*,
No. C-11-00594 DMR, 2014 WL 954516, at *7 (N.D. Cal. Mar. 6, 2014); *Carr v.
Tadin, Inc.*, 51 F. Supp. 3d 970, 986 (S.D. Cal. 2014).

1 Approval of Class Action Settlement (“Gibson Decl.”), ¶¶ 5-7. Plaintiffs were available
2 whenever their counsel needed them and tried to obtain documents and information that
3 would benefit the Class. Han Decl., ¶ 78. Accordingly, it is appropriate and just for
4 Plaintiffs to receive a reasonable enhancement payment for their services on behalf of
5 the Class.

6 2. *The allocation for the Attorney Fee Award and the Cost Award*
7 *is reasonable.*

8 Class Counsel meet the requirements under Federal Rule of Civil Procedure
9 23(g). Class Counsel conducted extensive research, investigation, and analysis of the
10 potential value of the claims. Han Decl., ¶¶ 47-73. Additionally, Class Counsel are
11 highly experienced in wage-and-hour litigation and class action cases. *Id.*, ¶¶ 2-8 &
12 Exhibit 1. Class Counsel have committed and continue to commit significant financial
13 and staffing resources to the representation of the Class. *Id.*, ¶ 81. As such, appointment
14 of Douglas Han, Esq., Shunt-Tatavos-Gharajeh, Esq., and Phillip Song, Esq., of the
15 Justice Law Corporation as Class Counsel is appropriate.

16 The Settlement establishes a Gross Settlement Amount of \$1,500,000 and
17 provides for Class Counsel to apply for an Attorney Fee Award in an amount of up to
18 thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount or
19 \$500,000. Settlement Agreement, ¶¶ I.C & III.I.7.b. Class Counsel will bring an
20 appropriate motion in advance of the Final Approval Hearing, pursuant to Rule 23(h),
21 and submit supporting evidence and documents in connection with the contemplated
22 request for the Attorney Fee Award and Cost Award.

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Under California and Ninth Circuit precedent, a court has discretion to determine attorneys' fees using the lodestar method or the percentage-of-the-fund method, or a combination of the two methods.⁵ District courts may adjust the twenty-five percent (25%) benchmark (observed by the Ninth Circuit) upward or downward if "the percentage recovery would be either too small or large in light of the hours devoted to the case or other relevant factors." *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Staton*, 327 F.3d at 968; *Vizcaino*, 290 F.3d at 1048. Courts evaluate fee award requests pursuant to class action settlements on a case-by-case basis, looking at the context of the settlement, and an award above the twenty-five percent (25%) benchmark may be warranted.⁶ In California, attorneys' fees tend to be awarded above the twenty-five percent (25%) federal benchmark. *See Van Vranken*, 901 F.Supp. at 297 (holding that fee awards of 30-50% are more typical where the fund is less than \$10 million); *Craft v. City of San Bernardino*, 624 F.Supp.2d 1123, 1127 (C.D. Cal. 2008) (holding that attorneys' fees in cases where the fund is below \$10 million are often more than 25%). Moreover, "awards in the Central District are in the 20% to 50% range." *Clayton v. Knight Transp.*, 2013 WL 5877213, at *23 (E.D. Cal. Oct. 30, 2013).⁷

⁵ It is appropriate to calculate and award attorneys' fees as a percentage of a monetary funds that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480, 486 & 506 (2016); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 253 (2001); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043 (9th Cir. 2002); *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). The percentage method is based on the amount of total recovery, as opposed to the total amount of claims made, and is well established in federal courts and the Ninth Circuit. *Boeing v. Van Gemert*, 444 U.S. 472, 478 (1980); *In re Hill*, 775 F.2d 1037 (9th Cir. 1985); *Williams v. MGM-Pathe Commc'n Co.*, 129 F.3d 1026 (9th Cir. 1997); *In re Agent Orange Prod. Liability Litig.*, 818 F.2d 226, 232 (2d Cir. 1987).
⁶ *Knisley v. Network Assocs.*, 312 F.3d 1123, 1126 (9th Cir. 2002); *Vizcaino*, 290 F.3d at 1048; *Knight v. Red Door Salons, Inc.*, 2009 WL 248367, at *6 (N.D. Cal. Feb. 2, 2009).

⁷ Other districts usually award attorneys' fees in the 30-40% range in wage-and-hour class actions that result in recovery of under \$10 million. *See Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-92 (E.D. Cal. 2010) (citing recent wage-and-hour class actions where district courts approved attorneys' fee awards ranging from 30-33%); *Singer v. Becton Dickinson and Co.*, 2010 WL 2196104, *8 (S.D. Cal. June 1, 2010) (approving attorneys' fees of one-third of the settlement and holding that the

(Footnote continued)

1 The goal is to award “reasonable compensation for creating a common fund.”
2 *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 272 (9th Cir. 1989). In
3 reviewing a fee award request, courts consider the following factors: (1) the results
4 achieved; (2) whether there are benefits to the class beyond the immediate generation of
5 a cash fund; (3) the risks of litigation; (4) the skill required of counsel and quality of the
6 work performed; (5) the contingent nature of the fee and the foregoing by counsel of
7 other work; and (6) the reactions of the class. *Vizcaino*, 290 F.3d at 1048-50; *In re*
8 *Toyota Motor Corp.*, 2013 WL 3224585 (C.D. Cal. June 17, 2013). Of these factors, the
9 most significant factor is the “degree of success obtained.” *Hensley v. Eckerhart*, 461
10 U.S. 424, 436 (1983).

11 Here, the Attorney Fee Award provided for by the Settlement is reasonable,
12 particularly considering the time and effort expended by Class Counsel. Class Counsel
13 litigated this case for over two (2) years, with the possibility of an unsuccessful
14 outcome and no fee recovery of any kind. Han Decl., ¶¶ 11-18. The ongoing work has
15 been demanding and ultimately successful in achieving a substantial settlement. Given
16 the strengths and weaknesses of the claims and the risk and expense of further litigation,
17 Class Counsel have achieved an excellent result on behalf of the Class. Considering the
18 amount of the fees to be requested, the work performed, and the risks incurred, the
19 allocations for the Attorney Fee Award and Cost Award provided for by the Settlement
20 are reasonable and should ultimately be awarded at the final approval stage. *See*
21 *Vizcaino*, 290 F.3d at 1051.

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27 award was similar to awards in other wage-and-hour class actions where fees ranged
28 from 30.3-40%); *Romero v. Producers Dairy Foods, Inc.*, 2007 WL 3492841 (E.D. Cal.
Nov. 14, 2007) (recognizing that “fee awards in class actions average around one-third”
of the settlement).

1 **VI. CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**
2 **UNDER RULE 23**

3 Class certification under Rule 23(a) is appropriate where the plaintiff
4 demonstrates the four requirements of Rule 23(a) (numerosity, commonality, typicality,
5 and adequacy of representation), and one of the three requirements of Rule 23(b).
6 *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996). The proposed
7 Class meets all these requirements.

8 **A. Numerosity**

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

13 The proposed Class consists of approximately one thousand two hundred forty-
14 four (1,244) individuals. Han Decl., ¶ 75. The proposed Class is sufficiently numerous,
15 and joinder of all Class Members would be impractical. *See Mazza v. Am. Honda Motor*
16 *Co.*, 254 F.R.D. 610, 617 (C.D. Cal. 2008), *rev’d on other grounds*, 666 F.581, 593 (9th
17 Cir. 2012) (“As a general rule, classes of forty or more are considered sufficiently
18 numerous.”).

19 **B. Commonality**

20 A settlement class has sufficient commonality “if there are questions of fact
21 and law which are common to the class.” Fed. R. Civ. P. 23(a)(2). An affirmative
22 showing of at least one common question of law or fact satisfies this requirement.⁸
23 Commonality has been found to exists when there is a common legal issue stemming
24 from divergent factual predicates or a common nucleus of facts leading to different
25 legal remedies. *Hanlon*, 150 F.3d at 1019.

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27 ⁸ *Dukes v. Wal-Mart, Inc.*, 564 U.S. 338, 350 & 359 (2011); *see also Hanlon*, 150 F.3d
28 at 1019 (“All questions of fact and law need not be common to satisfy the rule.”).

1 Courts generally find commonality where “the lawsuit challenges a system-
2 wide practice or policy that affects all of the putative class members[]” and divergence
3 in the way in which these practices affect individual Class Members, if any, do not
4 undermine the finding of commonality.⁹ Here, the Class Members seek remedies under
5 California’s wage-and-hour laws for violations arising from common, uniform, and
6 systematic practices which applied to all Class Members during the Class Period. Han
7 Decl., ¶¶ 20-26, 50, & 76. Accordingly, the commonality requirement is satisfied for
8 settlement purposes.

9 **C. Typicality**

10 The typicality requirement is satisfied where “the cause of the injury is the
11 same,” as here, and the injury claimed by the named plaintiffs are “similar” to that of
12 unnamed class members. *Armstrong*, 275 F.3d at 868-69. They need not be “identical.”
13 *Id.* at 869. Here, Plaintiffs’ claims are typical of those of the Class Members, though
14 some factual differences may exist among them, as the claims arise from the same
15 events or course of conduct and are based upon the same legal theories. Given the
16 structure of the Settlement, the proposed Class satisfies the typicality requirement for
17 settlement purposes as Plaintiffs’ claims arise from the same factual basis and are based
18 on the same legal theories as those applicable to all other Class Members. *Welmer v.*
19 *Syntex*, 117 F.R.D. 641, 644 (N.D. Cal. 1987). *Id.*, ¶¶ 74 & 77.

20 **D. Adequacy of Representation**

21 Rule 23(a)(4) requires that: (1) class representatives fairly and adequately
22 protect the interests of the class, and (2) class counsel be qualified and competent to
23 conduct the litigation. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 462 (9th Cir.
24 2000). The requirement “tends to merge with the commonality and typicality criteria of
25 Rule 23(a).”¹⁵ The inquiry turns on whether “the named plaintiffs and their counsel
26

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

1 have any conflicts of interest with other class members” and “whether the named
2 plaintiffs and their counsel [will] prosecute the action vigorously on behalf of the
3 class.” *Hanlon*, 150 F.3d at 1020.

4 Plaintiffs’ interests align with those of other Class Members, as they were all
5 employed by Defendant within the State of California. Schumacher Decl., ¶ 2; Vergara
6 Decl., ¶ 2; Gibson Decl., ¶ 2. Plaintiffs’ claims are typical of those of Class Members,
7 which are confined to a limited group of similarly situated employees who worked for
8 Defendant during the Class Period. Class Counsel are highly experienced in
9 employment class action and complex wage-and-hour litigation, having handled many
10 cases before and having been appointed class counsel in many other cases. Han Decl.,
11 ¶¶ 2-8; Exhibit 1. Plaintiffs contend that Class Counsel’s experience in litigating similar
12 matters was integral to obtaining the Settlement.

13 **E. Predominance and Superiority**

14 The proposed Class meets the requirements of Rule 23(b)(3) for settlement
15 purposes because: (1) common questions predominate over questions that affect
16 individual members and (2) class resolution is superior to other available means of
17 adjudication. When assessing predominance and superiority, a court may consider that
18 the proposed class will be certified for settlement purposes only. *See Amchem Prods.*,
19 521 U.S. at 618-20. Where the matter is being settled, a showing of manageability at
20 trial is unnecessary. *Id.* at 620. At this stage, the relevant inquiry is “whether the
21 proposed classes are sufficiently cohesive to warrant adjudication by representation.”
22 *Id.* at 618-20, 623; *see also Hanlon*, 150 F.3d at 1022.

23 Here, the proposed Class is sufficiently cohesive to warrant certification. For
24 settlement purposes, common questions of fact and law affecting Class Members
25 predominate over any questions that may affect only individual members. For example,
26 Defendant’s alleged failure to properly pay their employees for all hours they worked
27 and/or reported to work and failure to provide compliant meal and rest breaks are
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1 alleged to arise from Defendant’s uniform policies, practices, and procedures. As such,
2 the questions of fact and law relating to these issues predominate.

3 Moreover, a class resolution is superior to other available means for the fair
4 and efficient adjudication of the controversy. *See Hanlon*, 150 F.3d at 1023. The
5 superiority requirement involves a “comparative evaluation of alternative mechanism of
6 dispute resolution.” *Id.* Here, the alternative method of resolution is individual claims,
7 subject to proof, for relatively small amounts of damages, which would be
8 uneconomical for potential plaintiffs. *Id.* Therefore, a class resolution is superior to any
9 other available methods.

10 **VII. ADEQUACY OF THE METHOD OF NOTICE**

11 “Adequate notice is critical to court approval of a class settlement under Rule
12 23(e).” *Hanlon*, 150 F.3d at 1025. A class notice must be “the best notice that is
13 practicable under the circumstances, including individual notice to all members who
14 can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). A class notice
15 is adequate if it “generally describes the terms of the settlement in sufficient detail to
16 alert those with adverse viewpoints to investigate and to come forward and be heard.”
17 *Churchill Vill. LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). The notice must
18 also be “neutral and objective in tone and should neither promote nor discourage the
19 assertion of claims.” *Schaefer v. Overland Express Family of Funds*, 169 F.R.D. 124,
20 131 (S.D. Cal. 1996).

21 Here, the proposed Notice Packet provides the best notice practicable and is
22 adequate. It provides information on, *inter alia*, the nature of the lawsuit, the definition
23 of the Class, the terms of the Settlement, the scope of the Released Claims, the binding
24 effect of the Settlement, and the allocations for the Attorney Fee Award, the Cost
25 Award, the Class Representative Enhancement Payment, the PAGA Payment, and
26 Administration Costs. Each Class Member’s Notice Packet will state his or her number
27 of workweeks and estimated Individual Settlement Share. The Notice Packet
28 summarizes the proceedings and provides the date, time, and place of the Final

1 Approval Hearing, and all this information is “clearly and concisely state[d] in plain,
2 easily understood language.” Fed. R. Civ. P. 23(c)(2)(B).

3 The Notice Packet also fulfills the requirement of neutrality in class notices.
4 The Notice Packet provides a brief, neutral explanation of the case from the perspective
5 of both Parties and recognizes that the Court has not yet granted final approval of the
6 Settlement.¹⁰ It sets forth in an accurate and informative manner the procedures and
7 deadlines governing the submission of Requests for Exclusion, Notices of Objection,
8 and disputes regarding the workweeks listed. The proposed Notice Packet satisfies all
9 due process requirements and complies with the standards of fairness, completeness,
10 and neutrality.

11 All Class Members can and will be identified by Defendant through a review
12 of their business records. Within twenty-one (21) calendar days after entry of the
13 Preliminary Approval Order, the Settlement Administrator will mail the Notice Packet
14 to all identified Class Members via first-class regular U.S. Mail, using the mailing
15 address information provided by Defendant and the results of National Change of
16 Address Database (“NCOA”) search for Class Members. Settlement Agreement, ¶
17 III.L.2.b.¹¹ Accordingly, the proposed Notice Packet is adequate and is the best notice
18 practicable under Rule 23(c)(2)(B), and should be approved.

19 **VIII. APPOINTMENT OF SIMPLURIS, INC. AS THE SETTLEMENT**
20 **ADMINISTRATOR**

21 The Parties have selected Simpluris as the Settlement Administrator to handle
22 the notice and administration of the Settlement. Simpluris will be responsible for: (a)
23 preparing, translating into Spanish, printing, and mailing the Notice to the Class
24 Members; (b) keeping track of any objections or requests for exclusion from Class

25 ¹⁰ See *Hoffmann-La Roche Inc. v. Sperling*, 493 U.S. 165, 174 (1989) (“[C]ourts must
26 be scrupulous to respect judicial neutrality” in overseeing the class action notice process
and “avoid even the appearance of judicial endorsement of the merits of the action[.]”).

27 ¹¹ See *Elsen v. Carlisle & Jacqueline*, 417 U.S. 156, 175-77 (1974) (Individual notice
28 by mail “is clearly the ‘best notice practicable’ within the meaning of Rule 23(c)(2)”
where “all class members [] can be identified with reasonable effort”).

1 Members; (c) performing skip traces and remailing Notices and Individual Settlement
2 Shares to Class Members; (d) calculating any and all payroll tax deductions as required
3 by law; (e) calculating each Class Member's Individual Settlement Share; (f) providing
4 weekly status reports to Defendant's Counsel and Class Counsel, which is to include
5 updates on any objections or requests for exclusion that have been received; (g)
6 providing a due diligence declaration for submission to the Court prior to the Final
7 Approval hearing; (h) mailing Individual Settlement Shares to Participating Class
8 Members; (i) calculating and mailing the PAGA Payment to the LWDA; (j) distributing
9 the Attorney Fee Award and Cost Award to Class Counsel; (k) printing and providing
10 Class Members and Plaintiffs with W-2s and 1099 forms as required under this
11 Agreement and applicable law; (l) providing a due diligence declaration for submission
12 to the Court upon the completion of the Settlement; (m) providing any funds remaining
13 in the Qualified Settlement Fund ("QSF") as a result of uncashed checks to the
14 California State Controller in accordance with California Unclaimed Property Law,
15 including the administration of related tax reimbursements; and (n) for such other tasks
16 as the Parties mutually agree. Settlement Agreement, ¶ III.J. Simpluris will also handle
17 inquiries from Class Members regarding the Settlement and perform any other usual
18 and customary duties for administering a class action settlement.

19 Administration Costs are currently estimated to be \$12,500, but not to exceed
20 \$20,000, and will be paid out of the Gross Settlement Amount subject to approval by
21 the Court. Plaintiffs respectfully request that the Court appoint Simpluris as the
22 Settlement Administrator and direct distribution of the Notice Packet in the manner and
23 in accordance with the proposed scheduled, set forth in the Settlement Agreement and
24 discussed in Section IX, *infra*.

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1 **IX. DEADLINE FOR NOTICE AND ADMINISTRATION**

2 The Court is respectfully requested to approve the proposed deadlines for the
3 notice and settlement administration process. Within fifteen (15) calendar days after the
4 later of: (a) the Preliminary Approval Date; or (b) the date on which Defendant receives
5 sufficient and reasonable assurances that the Settlement Administrator will maintain the
6 confidentiality of Class Data, Defendant shall deliver to the Settlement Administrator
7 the Class Data. Settlement Agreement, ¶ III.L.2.a. Within twenty-one (21) calendar
8 days after entry of the Preliminary Approval Order, the Settlement Administrator will
9 mail the Notice Packet to all identified Class Members via first-class regular U.S. Mail.
10 *Id.*, ¶ III.L.2.b. Prior to mailing the Notice Packets, the Settlement Administrator will
11 conduct a NCOA search for all Class Members. *Id.*, ¶ III.L.2.a. If a Notice Packet is
12 returned because of an incorrect address, within ten (10) days from receipt of the
13 returned Notice, the Settlement Administrator will conduct a search for a more current
14 address for the Class Member and re-mail the Notice Packet to the Class Member. The
15 Settlement Administrator will use skip traces to attempt to find the current address. The
16 Settlement Administrator will be responsible for taking reasonable steps to trace the
17 mailing address of any Class Member for whom a Notice Packet is returned by U.S.
18 Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the
19 tracking of all undelivered mail; performing address searches for all mail returned
20 without a forwarding address; and promptly re-mailing to Class Members for whom
21 new addresses are found. If the Settlement Administrator is unable to locate a better
22 address, the Class Notice shall be re-mailed to the original address. *Id.*, ¶ III.L.2.c.

23 Requests for Exclusion, Notices of Objections, and disputes regarding
24 workweeks must be mailed to Settlement Administrator by the applicable Response
25 Deadline. *Id.*, ¶¶ III.L.2.d, III.L.3, & III.L.4.

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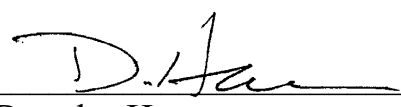
1 Participating Class Members must cash or deposit their Individual Settlement
2 Share checks within one hundred eighty (180) calendar days after the checks are mailed
3 to them. Settlement Agreement, ¶¶ III.I.5, III.I.7.e, & III.I.7g. If any checks are not
4 redeemed or deposited within ninety (90) calendar days after mailing, the Settlement
5 Administrator will send a reminder postcard. *Ibid.* If any checks remain uncashed or not
6 deposited by the expiration of the 90-day period after mailing the reminder notice, the
7 Settlement Administrator will, within two hundred (200) calendar days after the checks
8 are mailed, pay the amount of the Individual Settlement Share to the California State
9 Controller's Unclaimed Property Division in accordance with California Unclaimed
10 Property Law so that the Participating Class Member will have his or her Individual
11 Settlement Share available to him or her per the applicable claim procedure to request
12 that money from the State of California. *Ibid.*

13 **X. CONCLUSION**

14 For the foregoing reasons, Plaintiffs respectfully request that the Court grant
15 preliminary approval of the Settlement; certify the proposed Class for settlement
16 purposes; appoint Douglas Han, Esq., Shunt Tatavos-Gharajeh, Esq., and Phillip Song,
17 Esq., of the Justice Law Corporation as Class Counsel; preliminarily approve the
18 allocations for the Attorney Fee Award, the Cost Award, the Class Representative
19 Enhancement Payments, the PAGA Payment, and the Administration Costs; appoint
20 Plaintiffs as the Class Representatives; appoint Simpluris as the Settlement
21 Administrator; approve and direct the mailing of the Notice Packet to the Class; and
22 schedule a Final Approval Hearing in approximately mid-March 2021.

23
24 Dated: October 15, 2021

JUSTICE LAW CORPORATION

25
26 By: 
27 Douglas Han
28 Attorneys for Plaintiffs

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PROOF OF SERVICE
1013A(3) CCP
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mking@justicelawcorp.com

On October 25, 2021, I served the foregoing document described as

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

for the following case: **Schumacher v. Georgia-Pacific Corrugated LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-833715-21**
State Court Case No.: 19STCV31420
Los Angeles County Superior Court

Federal Court Case No.: 2:19-cv-08632-DMG (AFMx)
Central District of California Court

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

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

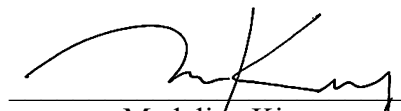
[X] BY ELECTRONIC SUBMISSION

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

[X] STATE

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

Executed on October 25, 2021, at Pasadena, California.


Madeline King