Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

KEIANNA DESHAZOR, individually, and on behalf of other members of the general public similarly situated;

Plaintiffs,

vs.

VICTOR COMMUNITY SUPPORT SERVICES, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2121551

Honorable Joseph T. Ortiz
Department S17

CLASS ACTION

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

[Declaration of Proposed Class Counsel (Yasmin Hosseini); Declarations of Proposed Class Representatives (Keianna Deshazor and Jasmine Alfaro); and [Proposed] Order filed concurrently herewith]

Date:	June 12, 2024
Time:	1:30 p.m.
Department:	S17
Complaint Filed:	July 26, 2021
Trial Date:	None Set

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

PLEASE TAKE NOTICE that on June 12, 2024 at 1:30 p.m. or as soon thereafter as the matter may be heard before the Honorable Joseph T. Ortiz in Department S17 of the Superior Court of California for the County of San Bernardino, located at 247 West Third Street, San Bernardino, California 92415, Plaintiffs Keianna Deshazor and Jasmine Alfaro (together, "Plaintiffs" or "Class Representatives") will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," "Settlement Agreement") attached as "**EXHIBIT 1**" to the Declaration of Yasmin Hosseini, including, but not limited to, the means of allocation and distribution of funds, including and not limited to, the allocations for penalties under the California Labor Code Private Attorneys General Act of 2004, Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Administration Costs to the Settlement Administrator;
- Conditionally certifying the Class for settlement purposes;
- Preliminarily appointing Plaintiffs Keianna Deshazor and Jasmine Alfaro as Class Representatives;
- Preliminarily appointing Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement;
- Directing the mailing of the Class Notice to the Class Members;
- Approving the proposed deadlines for the notice and settlement administration process;
- Approving ILYM Group, Inc., as the Settlement Administrator; and

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

- Scheduling a hearing to consider whether to grant final approval of the Settlement, at which time the Court will also consider whether to grant final approval of the requests for the Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payments for Plaintiffs, and Administration Costs to Settlement Administrator.

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Yasmin Hosseini) and Proposed Class Representatives (Keianna Deshazor and Jasmine Alfaro) in support thereof, 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: March 18, 2024

LAWYERS *for* JUSTICE, PC

By: ______________________

Yasmin Hosseini
Attorneys for Plaintiffs

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

Statutes

Other Authorities

Rules

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Keianna Deshazor and Jasmine Alfaro (together, "Plaintiffs" or "Class Representatives") seek preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," "Settlement Agreement") entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Victor Community Support Services, Inc., ("Defendant"), on the other hand. Subject to approval by the Court, Plaintiffs and Defendant (collectively, the "Parties") have agreed to settle this lawsuit for a Maximum Settlement Amount of One Million Five Hundred Thousand Dollars and Zero Cents ($1,500,000.00).[1] The Maximum Settlement Amount includes the following: (1) Individual Settlement Payments to Settlement Class Members which will be distributed from the Net Settlement Amount[2]; (2) the Enhancement Payments of Seven Thousand Five Hundred Dollars ($7,500.00) each to Plaintiffs Keianna Deshazor and Jasmine Alfaro (for a total of $15,000.00)[3]; (3) the Attorneys' Fees and Litigation Costs, consisting of attorneys' fees in the amount of one-third (1/3) of the Maximum Settlement Amount, or $500,000.00, and reimbursement of litigation costs and expenses not to exceed Thirty-Five Thousand Dollars ($35,000.00)[4]; (4) the Administration Costs to the Settlement Administrator in the amount not to exceed Twenty Thousand Dollars ($20,000.00);[5] and (5) the amount of Three Hundred Sixty Thousand Dollars and Zero Cents ($360,000.00) allocated to penalties under the Private Attorneys General Act ("PAGA"), of which 75% (i.e., $270,000.00) will be distributed to the Labor and Workforce Development Agency ("LWDA") and 25% (i.e., $90,000.00) ("Employee PAGA Amount") will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of

[1] Settlement Agreement, attached as "**EXHIBIT 1**" to Declaration of Yasmin Hosseini ("Hosseini Decl."), § I.Q.
[2] *Id.*, § I.O.
[3] *Id.*, § XV.
[4] *Id.*, § XIV.
[5] *Id.*, § IX.

California at any time during the PAGA Period ("PAGA Group Members") on a *pro rata* basis (i.e., Individual PAGA Payment).[6]

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

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

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

PAGA Group Members will receive a share of the Employee PAGA Amount ("Individual PAGA Payment") on a *pro rata* basis, based on the number of Workweeks during the PAGA Period.[9]

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

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant provides mental health and family support services in homes, schools, and communities, including outpatient mental health programs, family and community support programming, prevention and early intervention models, wraparound services, and training and

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[6] Settlement Agreement, § XVII. "PAGA Period," means the period from July 13, 2020 through February 4, 2023. *See id.*, § I.V.

[7] *Id.*, § I.E. "Class Period" is defined as the period from July 26, 2017 through February 4, 2023. *See id*., § I.G.

[8] *Id.*, §§ I.P, I.GG and I.HH.

[9] *Id.*, §§ I.N and 1.30.

[10] See *id.* At § I.AA, for the full scope of the "Released Class Claims," *id*. At § I.BB, for the full scope of the "Released PAGA Claims," and *id.* At § I.CC, for the definition of the "Released Parties."

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

technical assistant to organizations. Plaintiffs Keianna Deshazor and Jasmine Alfaro are former employees of Defendant.

On July 13, 2021, Plaintiff Keianna Deshazor ("Plaintiff Deshazor") submitted written notice to the California Labor & Workforce Development Agency ("LWDA") and Defendant of her intent to pursue civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq.

On July 26, 2021, Plaintiff Deshazor filed a Class Action Complaint for Damages in the San Bernardino County Superior Court ("Court"), thereby commencing the action entitled *Keianna Deshazor v. Victor Community Support Services, Inc.*, Case No. CIVSB2121551 ("*Deshazor* Class Action Complaint").

On August 26, 2021, Plaintiff Jasmine Alfaro filed a Class Action Complaint for Damages in the San Bernardino County Superior Court, thereby commencing the action entitled *Jasmine Alfaro v. Victor Community Support Services, Inc.*, Case No. CIVSB2124627 ("*Alfaro* Class Action Complaint").

On September 17, 2021, Plaintiff Deshazor filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the San Bernardino County Superior Court, thereby commencing the action entitled *Keianna Deshazor v. Victor Community Support Services, Inc.*, Case No. CIVSB2126960 ("*Deshazor* PAGA Complaint").

On March 15, 2024, the Parties filed a Joint Stipulation to Consolidate the *Deshazor* Class Action (Case No. CIVSB2121551), the *Alfaro* Action (Case No. CIVSB2124627), and the *Deshazor* PAGA Action (Case No. CIVSB2126960), seeking to consolidate the *Deshazor* Class Action, *Deshazor* PAGA Action, and *Alfaro* Class Action, designating Deshazor Class Action as the lead case, which is currently being processed by the Court.

Plaintiffs' core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs, Class Members, and PAGA Group Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* and conduct that gives rise to penalties pursuant to PAGA. Plaintiffs contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

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

The Parties have actively litigated the Action since the *Deshazor* Class Action was commenced on July 26, 2021. On September 8, 2022, the Parties participated in a formal, full-day mediation conducted by Eve Wagner, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

III. <u>SUMMARY OF THE SETTLEMENT TERMS</u>

Under the terms of the Settlement, Defendant will pay a Maximum Settlement Amount to resolve the Released Class Claims of Plaintiffs and the Class Members who do not submit a timely and valid request to be excluded from the Class Settlement (i.e., Settlement Class Member) and the Released PAGA Claims of Plaintiff Deshazor, PAGA Group Members, and the State of California, with respect to the Released Parties.[11] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Maximum Settlement Amount: (1) attorneys' fees in an amount not to exceed 1/3 of the Maximum Settlement Amount (i.e., $500,000.00 if the Maximum Settlement remains $1,500,000.00) and reimbursement of costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars ($35,000.00) to Class Counsel ("Attorneys' Fees and Litigation Costs");

[11] Settlement Agreement, §§ I.AA and I.BB.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

(2) administration costs, which are currently estimated not to exceed Twenty Thousand Dollars ($20,000.00) to the Settlement Administrator ("Administration Costs"); (3) payment PAGA Penalties ($360,000.00), of which 75% will be distributed to the LWDA (i.e., $270,000.00) ("LWDA Payment") and the remaining 25% (i.e., $90,000.00) will be distributed to PAGA Group Members ("Employee PAGA Amount"); and (4) payments in the amount of up to Seven Thousand Five Hundred Dollars ($7,500.00) each to Plaintiffs Keianna Deshazor and Jasmine Alfaro ("Enhancement Payments").[12] The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "Settlement Administrator") to handle the notice and settlement administration process.

The Parties have agreed that the Settlement Administrator will determine each Settlement Class Member's share of the available Net Settlement Amount ("Individual Settlement Share"), in accordance with the Settlement Agreement and as follows:

a. The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Settlement Amount by the total number of Workweeks of all Settlement Class Members ("Class Workweek Point Value"). Each Settlement Class Member's individual Workweeks will be multiplied by the Class Workweek Point Value to arrive at his or her Individual Settlement Share. [13]

Each PAGA Group Member's Individual PAGA Payment will be determined as follows: the Settlement Administrator will calculate the number of Workweeks of each PAGA Group Member during the PAGA Period ("PAGA Workweeks") and based on the information in the Class List. The value of each PAGA Group Member's PAGA Workweeks shall be determined by the Settlement Administrator by dividing the Employee PAGA Amount by the total number of PAGA Workweeks of all PAGA Group Members ("PAGA Workweek Point Value"). Each PAGA Group Member's individual PAGA Workweeks will be multiplied by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment.[14]

Each Settlement Class Member's Individual Settlement Payment will be allocated as follows: twenty percent (20%) as wages (the "Wage Portion"), which will be reported on an IRS Form W-2; and the remaining eighty percent (80%) as penalties, interest, and non-wage

[12] Settlement Agreement, §§ IX, XIV, XV and XVII.
[13] *Id.*, § XII. A.2-3.
[14] *Id.*, § XII.B.1-3.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

damages, which will be reported on an IRS Form 1099.[15] Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary.[16] The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings).[17] The employer's share of payroll taxes and contributions on the wages portion of Individual Settlement Payments (i.e., the Employer Taxes) will be paid by Defendant in addition to and not as a deduction from the Maximum Settlement Amount.[18]

Any checks issued by the Settlement Administrator to Settlement Class Members and PAGA Group Members will be valid and negotiable for one hundred and eighty (180) days after issuance, and thereafter, the checks will be cancelled.[19] The funds remaining and associated with cancelled Individual Settlement Payment and/or Individual PAGA Payment checks will be paid to Legal Aid at Work, after the Court enters an order approving the parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with California Code of Civil Procedure section 384.5, *et seq*.[20]

Class Members who wish to be excluded from the Class Settlement (i.e., opt-out) must send the Settlement Administrator, by mail, a signed written letter postmarked no later than forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator ("Response Deadline").[21] The Request for Exclusion must: (a) contain the case name and number of the *Deshazor* Class Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; and (d) clearly state that the Class Member does not

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[15] Settlement Agreement, § XVI.C.
[16] *Id.*, § XVI.D.
[17] *Id.*, § XVI.C.
[18] *Id.*, § XVI.E.
[19] *Id.*, § XII.D.3.
[20] *Ibid.*
[21] *Id.*, §§ I.EE.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

wish to be included in the Class Settlement.[22] Any Class Member who timely and validly submits a Request for Exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Class Settlement, and will not have any right to object, appeal, or comment thereon.[23] All PAGA Group Members shall be bound to the PAGA Settlement regardless of their decision to participate in the Class Settlement.[24]

Only Class Members who do not submit a Request for Exclusion (i.e., Settlement Class Members) may object to the Class Settlement.[25] To object to the Class Settlement, a Settlement Class Member may send a written objection (i.e., Notice of Objection) to the Settlement Administrator or appear at the Final Approval Hearing with or without submitting a written objection to the Class Settlement.[26] The Settlement Class Member may appear personally or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court.[27]

If a Class Member and/or PAGA Group Member disputes the number of Workweeks credited to him or her for the Class Period and/or PAGA Period, which will be set forth in the Class Notice, he or she must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the *Deshazor* Class Action; (b) contains the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (c) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that he or she contends is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail, postmarked no later than the Response Deadline.[28]

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[22] Settlement Agreement, §§ I.DD.
[23] *Id.*, § X.C.2.
[24] *Id.*, § X.C.3.
[25] *Id.*, § X.B.1.
[26] *Ibid.*
[27] *Id.*, § X.B.2.
[28] *Id.*, § XI.A.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

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

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

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

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495

F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

V. <u>THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT</u>

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

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

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LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

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

The Parties actively litigated the Action since the *Deshazor* Class Action was commenced on July 26, 2021. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively preparing the cases for class certification and trial.[29]

Prior to settlement, Class Counsel conducted significant investigation and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendant, Plaintiffs, and other sources.[30] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiffs, a detailed sampling of Class Members' time and pay data, Defendant's Employee Handbook, job descriptions, timesheets, earning statements, company policy acknowledgements (Oath of Confidentiality, Acknowledgement of Receipt of MPN Information, Acknowledgements and Employment Agreements, Client Protected Health Information Privacy and Security Workforce Agreement, DMV Authorization Form, Confidentiality and Code of Conduct Agreement, Acknowledgement of Receipt of Handbook), internal memoranda, operations and employment practices, forms (including but not limited to, Consent for Release of Social Security Number, Direct Deposit Enrollment/Authorization Form, Conflict of Interest Disclosure Statement, Electronic Signature Agreement, Relias Password Agreement), procedures, and policies (including but not limited to Driving Standards, Code of Conduct, Paid Sick Leave, Identification Badge Disbursement, Personnel Policy), among other information and documents.[31] Class Counsel had the opportunity to interview Plaintiffs and other Class Members to gather facts and to identify potential witnesses.[32] Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the

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[29] Hosseini Decl., ¶¶ 10-12.
[30] *Id.*, ¶ 11.
[31] *Ibid.*
[32] *Ibid.*

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

production of documents and data prior to the mediation.[33] Class Counsel also drafted Plaintiffs' mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.[34]

The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Eve Wagner, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.[35] Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in an intensive discussion regarding their evaluations of the case and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative claims, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.[36] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[37] Arriving at a settlement that was acceptable to both Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial.[38] After conducting investigations, significant informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation.[39]

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification and trial.[40] The Parties

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[33] *Ibid.*
[34] *Ibid.*
[35] Hosseini Decl., ¶ 10.
[36] *Id.*
[37] *Ibid.*
[38] *Id.*, ¶¶ 10, 15-17.
[39] *Ibid.*
[40] *Ibid.*

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

have had the opportunity to interview and obtain information from their respective witnesses.[41] Counsel for the Parties have also reviewed documents and information relating to Plaintiffs', Class Members', and PAGA Group Members' employment with Defendant and performed significant research into the law concerning class certification, PAGA representative actions, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses thereto, as well as facts discovered.[42] The Parties have reached the Settlement based on this large volume of facts, evidence, and investigation. In addition, Class Counsel has extensive experience in employment class actions, including significant experience in California wage-and-hour litigation.[43]

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

The Settlement, which provides for a Maximum Settlement Amount of One Million Five Hundred Thousand Dollars and Zero Cents ($1,500,000.00), represents a fair, adequate, and reasonable resolution of the matter.[44] The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the informal exchange of information.[45] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the cases at issue.[46] Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[47]

Assuming that the Attorneys' Fees and Litigation Cost, Enhancement Payments, PAGA Penalties, and Administration Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be Five Hundred Seventy Thousand Dollars and Zero Cents ($570,000.00).[48] Additionally, the Employee PAGA Amount, which is $90,000.00 out of

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[41] *Ibid*.
[42] Hosseini Decl., ¶¶ 10-12 & 15-17.
[43] *Id.*, ¶¶ 6-7.
[44] *Id.*, ¶¶ 10, 12, 13 & 20.
[45] *Id.*, ¶¶ 10-12.
[46] *Id.*, ¶¶ 15-17.
[47] *Id.*, ¶¶ 10, 12, & 20.
[48] *Id.*, ¶ 13.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

$360,000.00, will be distributed to PAGA Group Members. As discussed in Part III, *supra*, the entire Net Settlement Amount will be fully paid out to the Settlement Class Members, in accordance with the Settlement Agreement. The amount of each Settlement Class Member's Individual Settlement Share will be calculated based on his or her Workweeks during the Class Period and the amount of each PAGA Group Member's Individual PAGA Payment will be based on his or her PAGA Workweeks during the PAGA Period.[49] There is no reason to doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of preliminary approval. Even at the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

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

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

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted significant informal discovery and exchanged a large volume of documents, data, and information prior to mediation.[51] The discovery and information that Class Counsel obtained from Defendant, Plaintiffs, and other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.[52] As outlined in the Declaration of Yasmin Hosseini,

[49] Settlement Agreement, §§ XII.A and XII.B.1
[50] Hosseini Decl., ¶¶ 10, 11, & 20.
[51] *Id.*, ¶¶ 10-12 & 17.
[52] *Id.*, ¶ 17.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.[53]

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

For settlement purposes, the requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[54] California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

The Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any questions affecting any individual Class Member. Further, Plaintiffs' claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately protect the interests of the Class. Finally, prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications, and a class action is superior to other available means for the fair and efficient adjudication of the cases. The Class is amenable to class certification for settlement purposes as discussed below.

A. The Class Is Ascertainable and Sufficiently Numerous.

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

[53] Hosseini Decl., ¶¶ 10-12 & 15-17.
[54] Settlement Agreement, § IV.A.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

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

This class is sufficiently numerous. *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). Further, all Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant's employment records regarding hourly-paid and non-exempt employees in California during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

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

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

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

Here, common issues of fact and law predominate as to each of the claims alleged and asserted in the Action. Based on the documents and information obtained through informal discovery and exchange of information in this case, Plaintiffs contend that Class Members were subject to the same or similar job duties and uniform operations and employment practices, policies, and procedures during the time period at issue.[55] Plaintiffs' claims arise from Defendant's alleged uniform policy and systematic scheme, with respect to Plaintiffs and the Class Members, of, *inter alia*, failing to properly pay overtime and minimum wages for all hours worked, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide complaint wage statements, failing to keep requisite payroll records, and failing to reimburse necessary business-related expenses.[56]

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

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

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

Class Counsel has litigated the matter for over two (2) years, and was actively preparing the matter for class certification and trial.[59] The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel conducted extensive investigations into the facts of the cases and informal discovery. Class Counsel reviewed a large volume of documents and data[60] and also interviewed and obtained information from Plaintiffs and other sources, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the

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[55] Hosseini Decl., ¶ 15.
[56] *Ibid.*
[57] *Ibid.*
[58] *Ibid.*
[59] *Id.*, ¶¶ 10-12.
[60] *Id.*, ¶ 11.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

pleadings and the production of documents and data prior to mediation.[61] Counsel for the Parties also undertook extensive settlement discussions, which included participating in a formal, full-day mediation.[62]

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

The Settlement establishes a Maximum Settlement Amount of One Million Five Hundred Thousand Dollars and Zero Cents ($1,500,000.00), and provides for Class Counsel to apply to the Court for Attorneys' Fees and Litigation Costs, consisting of attorneys' fees in an amount not to exceed one-third (1/3) of the Maximum Settlement Amount (i.e., $500,000.00 if the Maximum Settlement Amount remains $1,500,000.00) and an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) for costs and expenses.[64] The attorneys' fees provided for by the Settlement is commensurate with: (1) the risk that Class Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Class Notice provides Class Members with information about the amount allocated toward the Attorneys' Fees and Litigation Costs, and that an award of the Attorneys' Fees and Litigation Costs will be sought, as provided for by the Settlement.[65]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should

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[61] *Ibid.*
[62] Hosseini Decl., ¶ 10.
[63] *Id.*, ¶¶ 6-7.
[64] Settlement Agreement, § XIV.
[65] *Id.*, Exh. A.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao, supra*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50. In cases where class members present claims against a settlement fund and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Id.* at 32.

The propriety of calculating and awarding attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte*, *supra*, 1 Cal.5th 480 at 486 & 506. The California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of fund method survives in California." *Id*. (internal quotation marks omitted).

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

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

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

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

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

The proposed Class Notice[67] describes the Settlement, the deadlines and procedures to mail an objection to the Class Settlement, Request for Exclusion from the Class Settlement, and/or Workweeks Disputes, and the date and time set for the Final Approval Hearing.[68]

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

[66] Hosseini Decl., ¶ 18.
[67] Settlement Agreement, Exh. A.
[68] *Ibid.*
[69] *Ibid.*
[70] *Ibid.*

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

credited to them.[71]

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

IX. APPOINTMENT OF ILYM GROUP, INC., AS THE SETTLEMENT ADMINISTRATOR

The Parties have selected ILYM Group, Inc., to administer the Settlement.

The Settlement Administrator will mail the Class Notice to all identified Class Members by First-Class U.S. mail.[72] If a Class Notice is returned as undeliverable before the Response Deadline, the Settlement Administrator will perform a skip trace in an attempt to locate a more current address within three (3) business days of receipt of the returned mail.[73] If the Settlement Administrator is successful in locating an updated address, it will re-mail the Class Notice to the Class Member as soon as possible.[74] Further, any Class Notices returned with a forwarding address to the Settlement Administrator before the Response Deadline, shall be re-mailed to the forwarding address affixed thereto.[75] Class Members will be given forty-five (45) calendar days after the Class Notice is initially mailed to the Class Members, to submit Workweeks Disputes, Requests for Exclusion, and/or Notices of Objection (i.e., Response Deadline).[76] With respect to any Class Notice that is re-mailed, the Response Deadline for the Class Member whose Class Notice is re-mailed will be extended an additional fifteen (15) calendar days from the original Response Deadline.[77]

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[71] *Ibid.*
[72] Settlement Agreement, § X.A.2.
[73] *Id.*, § X.A.4.
[74] *Ibid.*
[75] *Ibid.*
[76] *Id.*, § § X.A.5.
[77] Ibid.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

The Settlement Administrator's duties will include, distributing and responding to inquiries about the Class Notice, determining the timeliness, validity, and/or completion of any Notices of Objection, Requests for Exclusion, and/or Workweeks Disputes, and calculating all amounts to be paid from the Net Settlement Amount.[78] The Administration Costs are currently estimated to be Twenty Thousand Dollars ($20,000.00) and will be paid out of the Maximum Settlement Amount, subject to approval by the Court.[79]

Accordingly, Plaintiffs respectfully request that the Court appoint ILYM Group, Inc. as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members and PAGA Group Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. PROPOSED DEADLINES FOR THE NOTICE PROCESS

At this preliminary approval stage, plaintiffs seek approval of the proposed deadlines for the notice and settlement administration process. *Newberg*, at § 11.26. The notice process entails mailing of the Class Notice, in the form approved by the Court, to all known and reasonably ascertainable Class Members based on Defendant's records.[80]

As soon as practicable following preliminary approval of the Settlement, but no later than twenty-one (21) calendar days after Preliminary Approval, Defendant will provide to the Settlement Administrator with a complete list of all Class Members which will include: full name, last known mailing address, Social Security number, and dates worked for Defendant during the Class Period.[81]

The Settlement Administrator shall run all the addresses provided through the United States Postal Service National Change of Address ("NCOA") database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and shall mail the Class Notice to the Class Members via first-class U.S. Mail using the most current mailing

[78] Settlement Agreement, § IX.
[79] *Ibid*.
[80] *Id.*, § 7.4.
[81] *Id.*, § I.D.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

address information available, within ten (10) calendar days of the receipt of the Class List from Defendant.[82] If a Class Notice is returned as undeliverable before the Response Deadline, the Settlement Administrator will perform a skip trace in an attempt to locate a more current address within three (3) business days of receipt of the returned mail. If the Settlement Administrator is successful in locating an updated address, it will re-mail the Class Notice to the Class Member as soon as possible.[83] Further, any Class Notices returned with a forwarding address to the Settlement Administrator before the Response Deadline, shall be re-mailed to the forwarding address affixed thereto.[84] Class Members will have until the applicable Response Deadline to submit a Request for Exclusion, Workweeks Dispute, and/or an Notice of Objection.[85]

Within twenty-one (21) calendar days following the Effective Date, Defendant will deposit the Maximum Settlement Amount into an interest-bearing account established by the Settlement Administrator for administration of the Settlement.[86] The Settlement Administrator shall distribute the Court-approved Attorneys' Fees and Litigation Costs to Class Counsel, Court-approved Enhancement Payments to Plaintiffs, Court-approved Administration Costs to the Settlement Administrator, LWDA Payment to the LWDA, Individual Settlement Payments to Settlement Class Members, and the Individual PAGA Payments to PAGA Group Members within ten (10) calendar days following the full funding of the Settlement.[87]

Any checks issued by the Settlement Administrator to Settlement Class Members and PAGA Group Members will be valid and negotiable for one hundred and eighty (180) days after issuance, and thereafter, the checks will be cancelled.[88] The funds remaining and associated with cancelled Individual Settlement Payment and/or Individual PAGA Payment checks will be paid to Legal Aid at Work, after the Court enters an order approving the parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with California Code of Civil

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[82] Settlement Agreement, § X.A.2.
[83] *Id.*, § X.A.4.
[84] *Ibid.*
[85] *Id.*, § I.EE.
[86] *Id.*, § XII.C.
[87] *Id.*, § XII.D.1.
[88] *Id.*, § XII.D.3.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

Procedure section 384.5, *et seq*.[89]

XI. APPOINTMENT OF CLASS REPRESENTATIVES AND ALLOCATION FOR ENHANCEMENT PAYMENTS

Plaintiffs Keianna Deshazor and Jasmine Alfaro respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Enhancement Payments in an amount up to Seven Thousand Five Hundred Dollars ($7,500.00) each to Plaintiffs Keianna Deshazor and Jasmine Alfaro, for a combined amount of $15,000.00.[90] It is within the Court's discretion to award payment to a class representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving $50,000 participation award to a single class representative). The factors that courts may consider in determining whether to make an enhancement payment include: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *Id.*

The Enhancement Payments are fair and appropriate. Plaintiffs spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.[91] Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of class and PAGA claims.[92] Accordingly, it is appropriate and just for Plaintiffs to receive an Enhancement Payments for their services on behalf of the Class, PAGA Group Members, and the State of California, in addition to their individual settlement payments.

XII. CONCLUSION

[89] Settlement Agreement, § XII.D.3.
[90] *Id.*, § XV.
[91] Hosseini Decl., ¶ 19; Declaration of Keianna Deshazor in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Deshazor Decl."), ¶ 4; Declaration of Jasmine Alfaro in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Alfaro Decl."), ¶ 4.
[92] Hosseini Decl., ¶ 19; Deshazor Decl., ¶¶ 3-6; Alfaro Decl., ¶¶ 3-6.

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203

For the foregoing reasons, Plaintiffs respectfully requests that the Court grant preliminary approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC as Class Counsel; preliminary appoint and designate Plaintiffs Keianna Deshazor and Jasmine Alfaro as Class Representatives; appoint ILYM Group, Inc. as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Litigation Costs, Enhancement Payments, PAGA Penalties, and Administration Costs; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; schedule a Final Approval Hearing to take place in approximately six (6) months.

Dated: March 18, 2024

LAWYERS *for* JUSTICE, PC

By: ______________________________

Yasmin Hosseini
Attorneys for Plaintiffs

LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale. California 91203