

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Melissa A. Huether, Esq. (SBN 316604)
Pooja V Patel, Esq. (SBN 317891)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
ppatel@lelawfirm.com
mhuether@lelawfirm.com

Attorneys for Plaintiff OLEG KOROLOV
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

OLEG KOROLOV, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

AMERICAN YOUTH SOCCER
ORGANIZATION, INC.; AYSO SERVICES
CORPORATION; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 21STCV25615

CLASS ACTION

*[Assigned for All Purposes to the Hon. David
S. Cunningham, Dept. 11]*

**PLAINTIFF’S SUPPLEMENTAL
BRIEFING IN SUPPORT OF THE
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; DECLARATION OF
MELISSA A. HUETHER**

[Filed concurrently with [Proposed] Order]

Hearing Information:

Date: February 15, 2023

Time: 10:00 a.m.

Dept.: 11

MEMORANDUM OF POINTS AND AUTHORITIES

Following the September 8, 2022 filing of Plaintiff Oleg Korolov’s (“Plaintiff”) Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”) the Court entered a Minute Order on November 7, 2022 ordering the Parties to submit supplemental briefing

1 addressing concerns raised by the Court in the checklist (“November 7, 2022 Checklist”). The
2 Court’s November 7, 2022 Minute Order also continued the Motion for Preliminary Approval
3 Hearing to February 15, 2023 at 10:00 a.m. in Department 11 of the Los Angeles Superior Court,
4 Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012. (See
5 Declaration of Melissa A. Huether (“Huether Dec.”) ¶2; ¶9, Ex. 1 [November 7, 2022 Minute
6 Order].) The following provides the proposed resolutions and responses to the Court’s concerns.

7 **A. SETTLEMENT TERMS AND EVALUATION – FAIR, ADEQUATE AND**
8 **REASONABLE:**

9 The Court asked the Parties to address the various issues in the Joint Stipulation of Class
10 Action Settlement and Release (“Original Settlement Agreement”) as described below. The Parties
11 entered into a First Amended Joint Stipulation of Class Action Settlement and Release (“Amended
12 Settlement”) to resolve and address the Court’s issues raised in the November 7, 2022 Checklist.
13 (See Declaration of Melissa A. Huether, ¶ 3, Ex. 2 [Redline Amended Settlement Agreement] and
14 Ex. 3 [Final Version of Amended Settlement Agreement incorporating redlines]).

15 1. The Court noted that the scope of the release should be limited to the claims
16 alleged in or arising how of the facts alleged in the operative complaint. The
17 Parties have amended section 6.35 to remove reference to “or otherwise” and
18 revised to the release to be limited to “all claims that were alleged, or
19 reasonable could have been alleged, based on the Class Period facts stated in
20 the Operative Complaint.” (Amended Settlement Agreement, § 6.35.).

21 2. The Court further noted that the Release should provide an explanation that
22 the released claims include all PAGA claims that could have been premised
23 on the facts alleged in the Plaintiff’s LWDA Letter and aggrieved employees
24 will release PAGA claims even if class members request exclusion from the
25 class. The Parties revised section 6.35.1 to clearly state that the Released
26 PAGA Claims include PAGA claims arising out of any facts or theories
27 alleged or asserted in the Action as described in the operative complaint or

1 the LWDA letter. Section 6.35.1 was further revised to note that in the event
2 that a Class Member requests exclusion from the Settlement, if the Class
3 Member is also a PAGA Employee, the PAGA Employee will still release
4 the Released PAGA Claims. (Amended Settlement Agreement, § 6.35.1.)

5 3. The Court inquired as to whether any confidentiality provisions are in the
6 best interest of the Class and whether they will impede Class Counsel's
7 ability to discharge its fiduciary duties. The Parties have revised section 2.7
8 to comport with the LASC Model Settlement Agreement which provides that
9 the Settlement Administrator will maintain the Class Information in
10 confidence. The Parties believe the language provided by the LASC Model
11 Settlement Agreement and now in the Amended Settlement Agreement here
12 do no impede Class Counsel's ability to discharge its fiduciary duties to the
13 Class. (Amended Settlement Agreement, § 2.7.)

14 4. The Court also noted that there was no separate payment formula for
15 calculating PAGA Employees' share of the PAGA Allocation. The Parties
16 have revised the Amended Settlement Agreement to include that the
17 Settlement Administrator will calculate a divide the respective PAGA
18 Employee's Pay Periods by the total Pay Periods for all PAGA Employees,
19 the result will multiplied by the 25% share of the PAGA Allocation
20 designated to PAGA Employees to determine each Individual PAGA
21 Payment. (Amended Settlement Agreement, § 6.23.)

22 5. The Court noted that there was a potential conflict between section 2.13
23 which provides that the Effective Date could be the Final Approval Date and
24 section 6.20 which provides that the Settlement Administrator shall issue
25 payments within 10 business days after the Effective Date and that the
26 Settlement Administrator will distribute funds within 10 business days after
27 the Effective Date. The Parties revised section 6.20 to reflect that Defendants
28

1 shall fund the settlement no later than 15 calendar days after the Effective
2 Date and that the Settlement Administrator will distribute payments within
3 10 business days of when Defendants fully fund the Maximum Settlement
4 Amount. Section 6.22 now also reflects that Individual Settlement Payments
5 will be distributed to Participating Class Members no later than 10 business
6 dates Defendants fully fund the Maximum Settlement Amount as indicated in
7 section 6.20. (Amended Settlement Agreement, §§ 6.20 & 6.23.)

8 6. The Parties removed the conclusive presumption that the notice has been
9 received if not returned within 30 days of mailing in section 6.9 as the Court
10 requested. (Amended Settlement Agreement, § 6.9.)

11 **B. REVISIONS TO THE NOTICE:**

12 The Parties clarified in the Notice when Class Members can expect to receive their
13 Individual Settlement Payments. The Parties have revised the Class Notice Packet to ensure they are
14 identical to those in the Settlement Agreement. Additionally, the Parties have also revised the Class
15 Notice Packet to comply with the changes in the Amended Settlement Agreement and have
16 confirmed that the Amended Settlement Agreement and Class Notice Packet are consistent. See
17 Declaration of Melissa A. Huether, ¶ 4; ¶ 12, Ex. 4 [Redline Class Notice]).

18 **C. CY PRES RECIPIENT:**

19 Plaintiff's counsel has no interest or involvement in proposed cy pres recipient The
20 Salvation Army Ray & Joan Kroc Corps Community Centers. (Huether Dec. ¶5.)

21 **D. ENGLISH ONLY NOTICE:**

22 Defendants have advised that sending the Notice to the Class Members in only English is
23 sufficient as Class Members speak English. (Huether Dec. ¶6.)

24 **E. LWDA NOTICE AND SUBMISSION:**

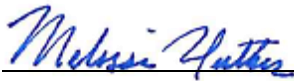
25 The Court also requested a copy of Plaintiff LWDA notice letter. On July 12, 2021, Plaintiff
26 submitted notice to the LWDA informing it of his intention to bring PAGA claims against
27 Defendants. To date, the LWDA has not responded. Plaintiff's July 12, 2021 LWDA letter is

1 attached to the Declaration of Melissa A. Huether as Exhibit 6 filed concurrently herewith. (Huether
2 Dec., ¶ 7.)

3 The Court also noted that is wanted proof of submission to the LWDA of any revised
4 versions of the settlement agreement. On January 13, 2023, Plaintiff's counsel submitted the
5 settlement and this supplemental briefing to the LWDA via its online submission portal. Attached
6 as Exhibit 7 is the confirmation such documents were submitted to the LWDA. (Huether Decl., ¶8)

7
8 Dated: January 13, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

10 By: 
11 Joseph Lavi, Esq.
12 Vincent C. Granberry, Esq.
13 Melissa A. Huether, Esq.
14 Attorneys for PLAINTIFF OLEG KOROLOV on
15 behalf of himself and others similarly situated
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF MELISSA A. HUETHER

I, Melissa A. Huether, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiff Oleg Korolov ("Plaintiff") in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and actions in this matter; I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of the bar of all State and Federal District Courts of California. This Declaration is submitted in response to the Court's November 7, 2022 Checklist and November 7, 2022 Minute Order and in support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement. The following provides the proposed resolutions and responses to the Court's concerns.

2. Following the September 8, 2022 filing of Plaintiff Oleg Korolov's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") the Court entered a Minute Order on November 7, 2022 ordering the Parties to submit supplemental briefing addressing concerns raised by the Court in the checklist ("November 7, 2022 Checklist"). The Court's November 7, 2022 Minute Order also continued the Motion for Preliminary Approval Hearing to February 15, 2023 at 10:00 a.m. in Department 11 of the Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012. The following provides the proposed resolutions and responses to the Court's concerns.

3. SETTLEMENT TERMS AND EVALUATION – FAIR, ADEQUATE AND REASONABLE:

The Court asked the Parties to address the various issues in the Joint Stipulation of Class Action Settlement and Release ("Original Settlement Agreement") as described below. The Parties entered into a First Amended Joint Stipulation of Class Action Settlement and Release ("Amended Settlement") to resolve and address the Court's issues raised in the November 7, 2022 Checklist.

- The Court noted that the scope of the release should be limited to the claims alleged in or arising how of the facts alleged in the operative complaint. The

1 Parties have amended section 6.35 to remove reference to “or otherwise” and
2 revised to the release to be limited to “all claims that were alleged, or
3 reasonable could have been alleged, based on the Class Period facts stated in
4 the Operative Complaint.” (Amended Settlement Agreement, § 6.35.)

- 5 • The Court further noted that the Release should provide an explanation that
6 the released claims include all PAGA claims that could have been premised
7 on the facts alleged in the Plaintiff’s LWDA Letter and aggrieved employees
8 will release PAGA claims even if class members request exclusion from the
9 class. The Parties revised section 6.35.1 to clearly state that the Released
10 PAGA Claims include PAGA claims arising out of any facts or theories
11 alleged or asserted in the Action as described in the operative complaint or
12 the LWDA letter. Section 6.35.1 was further revised to note that in the event
13 that a Class Member requests exclusion from the Settlement, if the Class
14 Member is also a PAGA Employee, the PAGA Employee will still release
15 the Released PAGA Claims. (Amended Settlement Agreement, § 6.35.1.)
- 16 • The Court inquired as to whether any confidentiality provisions are in the
17 best interest of the Class and whether they will impede Class Counsel’s
18 ability to discharge its fiduciary duties. The Parties have revised section 2.7
19 to comport with the LASC Model Settlement Agreement which provides that
20 the Settlement Administrator will maintain the Class Information in
21 confidence. The Parties believe the language provided by the LASC Model
22 Settlement Agreement and now in the Amended Settlement Agreement here
23 do no impede Class Counsel’s ability to discharge its fiduciary duties to the
24 Class. (Amended Settlement Agreement, § 2.7.)
- 25 • The Court also noted that there was no separate payment formula for
26 calculating PAGA Employees’ share of the PAGA Allocation. The Parties
27 have revised the Amended Settlement Agreement to include that the
28 Settlement Administrator will calculate a divide the respective PAGA

Employee's Pay Periods by the total Pay Periods for all PAGA Employees, the result will multiplied by the 25% share of the PAGA Allocation designated to PAGA Employees to determine each Individual PAGA Payment. (Amended Settlement Agreement, § 6.23.)

- The Court noted that there was a potential conflict between section 2.13 which provides that the Effective Date could be the Final Approval Date and section 6.20 which provides that the Settlement Administrator shall issue payments within 10 business days after the Effective Date and that the Settlement Administrator will distribute funds within 10 business days after the Effective Date. The Parties revised section 6.20 to reflect that Defendants shall fund the settlement no later than 15 calendar days after the Effective Date and that the Settlement Administrator will distribute payments within 10 business days of when Defendants fully fund the Maximum Settlement Amount. Section 6.22 now also reflects that Individual Settlement Payments will be distributed to Participating Class Members no later than 10 business dates Defendants fully fund the Maximum Settlement Amount as indicated in section 6.20. (Amended Settlement Agreement, §§ 6.20 & 6.23.)
- The Parties removed the conclusive presumption that the notice has been received if not returned within 30 days of mailing in section 6.9 as the Court requested. (Amended Settlement Agreement, § 6.9.)

REVISIONS TO THE NOTICE:

4. The Parties clarified in the Notice when Class Members can expect to receive their Individual Settlement Payments. The Parties have revised the Class Notice Packet to ensure they are identical to those in the Settlement Agreement. Additionally, the Parties have also revised the Class Notice Packet to comply with the changes in the Amended Settlement Agreement and have confirmed that the Amended Settlement Agreement and Class Notice Packet are consistent.

///

///

1 **CY PRES RECIPIENT:**

2 5. Plaintiff's counsel has no interest or involvement in proposed cy pres recipient The
3 Salvation Army Ray & Joan Kroc Corps Community Centers.

4 **ENGLISH ONLY NOTICE:**

5 6. Defendants have advised that sending the Notice to the Class Members in only
6 English is sufficient as Class Members speak English.

7 **LWDA NOTICE AND SUBMISSION:**

8 7. The Court also requested a copy of Plaintiff LWDA notice letter. On July 12, 2021,
9 Plaintiff submitted notice to the LWDA informing it of his intention to bring PAGA claims against
10 Defendants. To date, the LWDA has not responded. A true and correct copy of Plaintiff's LWDA
11 Letter is attached hereto as Exhibit 6.

12 8. The Court also noted that is wanted proof of submission to the LWDA of any revised
13 versions of the settlement agreement. On January 13, 2023, Plaintiff's counsel submitted the
14 settlement and this supplemental briefing to the LWDA via its online submission portal. Attached
15 as Exhibit 7 is the confirmation such documents were submitted to the LWDA.

16 9. Attached as **Exhibit 1** is a true and correct November 7, Minute Order.

17 10. Attached as **Exhibit 2** is a true and correct copy of the Redline Version of the
18 Settlement Agreement.

19 11. Attached as **Exhibit 3** is a true and correct copy of the Final Version Settlement
20 Agreement with all Redline changes incorporated therein and signed by the Parties.

21 12. Attached as **Exhibit 4** is a true and correct copy of the Redline Version of the Notice
22 of Settlement of Class Action.

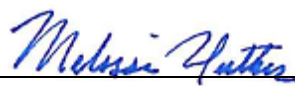
23 13. Attached as **Exhibit 5** is a true and correct copy of the Final Version of the Notice of
24 Settlement of Class Action with all Redline changes incorporated therein.

25 14. Attached as **Exhibit 6** is a true and correct copy of Plaintiff's July 12, 2021 LWDA
26 Letter.

27 15. Attached as **Exhibit 7** is a true and correct copy of the LWDA online confirmation
28 submission of the Amended Settlement Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct. Executed this 13th day of January 2023 at Beverly Hills, California.



Melissa A. Huether

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28