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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

CIOMARA AYALA DOLORES,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

INLAND MARINE INDUSTRIES, INC., a
California corporation; INLAND METAL
TECHNOLOGIES, an unknown business
entity; INLAND METAL INDUSTRIES, an
unknown business entity; INLAND METAL,
INC., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: RG19039075

Honorable Frank Roesch
Department 17

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

[Declaration of Proposed Class Counsel
(Edwin Aiwazian); Declaration of
Proposed Class Representative (Ciomara
Ayala Dolores); and [Proposed] Order
filed concurrently herewith]

Reservation No.: 352390080210
Date: April 14, 2022
Time: 3:30 p.m.
Department: 17

Complaint Filed: October 15, 2019
FAC Filed: January 26, 2022
Trial Date: None Set

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

PLEASE TAKE NOTICE that on April 14, 2022 at 3:30 p.m. or as soon thereafter as the matter may be heard before the Honorable Frank Roesch in Department 17 of the Superior Court of California for the County of Alameda, located at the Rene C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, California 94612, Plaintiff Ciomara Ayala Dolores (“Plaintiff” or “Class Representative”) 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 Agreement and General Release (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 1**” to the Declaration of Edwin Aiwazian, 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 Costs to Class Counsel, Service Award to Plaintiff, and Administration Expenses to the Settlement Administrator;
- Conditionally certifying the Settlement Class for settlement purposes;
- Preliminarily appointing Plaintiff Ciomara Ayala Dolores as Class Representative;
- Preliminarily appointing Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Pendency of Class Action and Proposed Settlement (“Notice of Settlement”), attached as “**EXHIBIT A**” to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement;
- Directing the mailing of the Notice of Settlement to the Settlement Class Members;
- Approving the proposed deadlines for the notice and settlement administration process;
- Approving Phoenix Settlement Administrators as the Settlement Administrator; and

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- 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 Costs to Class Counsel, Service Award to Plaintiff, and Administration Expenses to Settlement Administrator.

This motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which provides for approval by the Court of the settlement of a putative class action and allows the Court to preliminarily certify a class for settlement purposes.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Edwin Aiwazian) and Proposed Class Representative (Ciomara Ayala Dolores) 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, and permit the Court to extend the page limit for memoranda.

Dated: March 24, 2022

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwazian
Attorneys for Plaintiff

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TABLE OF CONTENTS

I. SUMMARY OF MOTION.....1

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND.....2

III. SUMMARY OF THE SETTLEMENT TERMS3

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS.....6

V. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT7

A. The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery.8

B. The Settlement Is Fair, Reasonable, and Adequate.....10

C. The Settlement Is of Significant Value.....12

VI. CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE..12

A. The Class Is Ascertainable and Sufficiently Numerous.13

B. The Class Members Share a Well-Defined Community of Interest....13

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS’ FEES AND COSTS15

VIII. THE PROPOSED NOTICE OF SETTLEMENT IS ADEQUATE.....17

IX. APPOINTMENT OF PHOENIX SETTLEMENT ADMINISTRATORS AS THE SETTLEMENT ADMINISTRATOR.....18

X. PROPOSED DEADLINES FOR THE NOTICE PROCESS19

XI. APPOINTMENT OF CLASS REPRESENTATIVE AND ALLOCATION FOR SERVICE AWARD.....21

XII. CONCLUSION22

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135	8
<i>Bartold v. Glendale Federal Bank</i> (2000) 81 Cal.App.4th 816	13
<i>Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.</i> (S.D.N.Y. 1979) 480 F.Supp. 1195	17
<i>Capitol People First v. Department of Developmental Services</i> (2007) 155 Cal.App.4th 676 13, 14	
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960	17, 18
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	17
<i>City of Detroit v. Grinnell Corporation</i> (2d Cir. 1974) 495 F.2d 448	7
<i>Class Plaintiffs v. City of Seattle</i> (9th Cir. 1982) 955 F.2d 1268	6
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	6, 8
<i>Estrada v. Dr. Pepper/Seven-Up</i> , Los Angeles County Superior Court, Case No. BC 262247 (May 2005)	17
<i>Hanlon v. Chrysler Corp.</i> (9th Cir. 1998) 150 F.3d 1011	6, 8
<i>Hicks v. Kaufman & Broad Home Corp.</i> (2001) 89 Cal.App.4th 908	13
<i>In re American Bank Note Holographics, Inc., Securities Litigation</i> (S.D.N.Y. 2001) 127 F.Supp.2d 418	11
<i>In re Ampicillin Antitrust Litigation</i> (D. D.C. 1981) 526 F.Supp. 494	17
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122	16
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116	12
<i>Laffitte v. Robert Half Int’l, Inc.</i> (2016) 1 Cal.5th 480	16
<i>Lealao v. Beneficial Cal., Inc.</i> (2000) 82 Cal.App.4th 19	16
<i>Linder v. Thrifty Oil Co.</i> (2000) 23 Cal.4th 429	13
<i>Mendoza v. United States</i> (9th Cir. 1980) 623 F.2d 1338	17
<i>Moore v. IKEA</i> , Los Angeles Superior Court, Case No. BC 263646 (Sept. 2006)	17
<i>Officers for Justice v. Civil Service Commission of City and County of San Francisco</i> (9th Cir. 1982) 688 F.2d 615	7
<i>Rose v. City of Hayward</i> (1981) 126 Cal.App.3d 926	13

1	<i>Sav-On Drug Stores, Inc. v. Superior Court</i> (2004) 34 Cal.4th 319.....	12, 13, 14
2	<i>Vasquez v. Superior Court</i> (1971) 4 Cal.3d 800	6
3	<i>Vranken v. Atlantic Richfield Co.</i> (N.D. Cal. 1995) 901 F.Supp. 294	21
4	<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224	6, 8
5	Statutes	
6	Cal. Code Civ. Proc. § 1781.....	17
7	Cal. Code Civ. Proc. § 1781(f).....	6
8	Other Authorities	
9	Conte & Newberg, Newberg on Class Actions § 11.25 (4th Ed.)	7
10	Conte & Newberg, Newberg on Class Actions § 11.26 (4th Ed.)	19
11	Conte & Newberg, Newberg on Class Actions § 11.47 (4th Ed.)	11
12	Conte & Newberg, Newberg on Class Actions § 14.03 (4th Ed.)	17
13	Conte & Newberg, Newberg on Class Actions § 8.21 (4th Ed.)	18
14	Conte & Newberg, Newberg on Class Actions § 8.29 (4th Ed.)	18
15	<i>Manual for Complex Litigation</i> § 21.311 (4th ed. 2007)	18
16	<i>Manual for Complex Litigation</i> § 21.312 (4th ed. 2007)	18
17	Rules	
18	Fed. R. Civ. P. 23(c)(2)	19
19	Fed. R. Civ. P. 23(e).....	19

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Ciomara Ayala Dolores (“Plaintiff” or “Class Representative”) seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement Agreement and General Release (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant Inland Marine Industries, Inc. (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (collectively, the “Parties”) have agreed to settle this lawsuit for a Settlement Fund of one million dollars and no cents (\$1,000,000.00).¹ The Settlement Fund includes the following: (1) Individual Settlement Awards to Participating Settlement Class Members which will be distributed from the Net Settlement Proceeds²; (2) the Service Award of seven thousand five hundred dollars and no cents (\$7,500.00) to Plaintiff³; (3) the Attorneys’ Fees and Costs to Class Counsel, consisting of attorneys’ fees in the amount of thirty-five percent (35%) of the Settlement Fund, or \$350,000.00, and reimbursement of litigation costs and expenses not to exceed thirty thousand dollars and no cents (\$30,000.00)⁴; (4) the Administration Expenses to the Settlement Administrator in the amount estimated not to exceed ten thousand dollars and no cents (\$10,000.00);⁵ and (5) the amount of fifty thousand dollars and no cents (\$50,000.00) allocated to penalties under the Private Attorneys General Act (“PAGA”), of which 75% (i.e., \$37,500.00) will be distributed to the Labor and Workforce Development Agency (“LWDA”) and 25% (i.e., \$12,500.00) will be distributed to Participating Settlement Class Members as a part of the Net Settlement Proceeds.⁶

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

¹ Settlement Agreement, attached as “**EXHIBIT 1**” to Declaration of Edwin Aiwazian (“Aiwazian Decl.”), (¶ 26.

² *Id.*, ¶ 54.

³ *Id.*, ¶¶ 23 & 24.

⁴ *Id.*, ¶¶ 9 & 39.

⁵ *Id.*, ¶ 45.

⁶ *Id.*, ¶ 46.

1 All current and former hourly-paid or non-exempt employees who worked for
2 Defendant within the State of California at any time during the period from October
3 15, 2015 through November 11, 2021 (“Settlement Class” or “Settlement Class
Members”).⁷

4 Settlement Class Members who do not submit a timely and valid request to be excluded
5 from the Settlement (“Participating Settlement Class Member”) will receive a share of the Net
6 Settlement Proceeds (“Individual Settlement Award”) on a *pro rata* basis based upon the number
7 of weeks each Participating Settlement Class Member worked for Defendant in California as an
8 hourly or non-exempt employee during the period from October 15, 2015 through May 18, 2020
9 (“Workweeks”).⁸

10 The Settlement resolves the Claims Released of Plaintiff and Participating Settlement
11 Class Members, against the Released Parties.⁹

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

13 Defendant is a precision sheet metal shop and operates within the fabricated metal.
14 Plaintiff Ciomara Ayala Dolores is a former employee of Defendant.

15 On October 15, 2019, Plaintiff filed a Class Action Complaint in the Alameda County
16 Superior Court (“Court”), thereby commencing the above-captioned lawsuit (“Action”).

17 On November 15, 2019, Defendant filed an Answer to Plaintiff’s Class Action
18 Complaint.

19 On December 11, 2019, Plaintiff propounded multiple sets of discovery including
20 Requests for Production of Documents, (Set One); Special Interrogatories, (Set One & Two);
21 and Form Interrogatories, (Set One), on Defendant and noticed the deposition of Defendant’s
22 person most knowledgeable regarding job duties and organizational structure of Defendant.
23 Thereafter, on August 10, 2020, August 21, 2020 and August 31, 2020, Defendant responded to
24 Plaintiff’s discovery requests.

25 ///

26 _____
27 ⁷ Settlement Agreement, ¶ 25. “Class Period” is defined as the period of time from October 15, 2015 through May
18, 2020. *See id.*, ¶ 12.

28 ⁸ Settlement Agreement, ¶¶ 25, 29, & 54.

⁹ *See id.* at ¶ 13, for the full scope of the “Claims Released,” and *id.* at ¶ 22 for the definition of the “Released
Parties.”

On January 26, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”).

Plaintiff’s core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and the Settlement Class 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 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. Plaintiff contends that she, and the Settlement 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 Action, and further denies that the Action is appropriate for class treatment or representative adjudication for any purpose other than for settlement purposes only.

The Parties have actively litigated the Action since it was commenced on October 15, 2019. The Parties participated in multiple formal, full-day mediations conducted by Jeffrey Ross, Esq., a well-regarded mediator experienced in mediating complex labor and employment matters, on July 1, 2020, July 13, 2020, and August 3, 2021. With the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Settlement Fund to resolve the Claims Released of Plaintiff and the Settlement Class Members who do not submit a timely and valid request to be excluded from the Settlement (i.e., Participating Settlement Class Member)

with respect to the Released Parties.¹⁰ Subject to approval by the Court, the Net Settlement Proceeds will be calculated by deducting the following amounts from the Settlement Fund: (1) attorneys' fees in an amount not to exceed three hundred fifty thousand dollars and no cents (\$350,000.00) (i.e., up to 35% of the Settlement Fund) and reimbursement of costs and expenses in an amount not to exceed \$30,000.00 to Class Counsel (collectively referred to as the "Attorneys' Fees and Costs"); (2) settlement administration costs, which are currently estimated not to exceed ten thousand dollars and no cents (\$10,000.00) to the Settlement Administrator ("Administration Expenses"); (3) payment to the LWDA of its 75% share of the PAGA Penalties (i.e., \$37,500.00 out of \$50,000.00) ("LWDA Payment"); and (4) payment in the amount of up to seven thousand five hundred dollars and no cents (\$7,500.00) to Plaintiff Ciomara Ayala Dolores ("Service Award").¹¹ The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator") to handle the notice and settlement administration process.

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

- a. The Settlement Administrator will calculate each Participating Settlement Class Member's number of Workweeks and the total aggregate number of Workweeks of all Participating Settlement Class Member ("Total Workweeks").¹²
- b. The Settlement Administrator will divide the Net Settlement Proceeds by the number of Total Workweeks, resulting in the "Workweek Value." Each Participating Settlement Class Member's Individual Settlement Award will then be determined by multiplying each individual Participating Settlement Class Member's number of Workweeks by the Workweek Value.¹³

Each Participating Settlement Class Member's Individual Settlement Award will be allocated as follows: twenty-five percent (25%) as wages (the "wage portion"), which will be reported on an IRS Form W-2, thirty-seven and one half percent (37.5%) as penalties, and thirty-seven and one half percent (31.5%) as interest, which will be reported on an IRS Form 1099.¹⁴

¹⁰ Settlement Agreement, ¶ 30.

¹¹ *Id.*, ¶ 51; see also, ¶¶ 9, 23, 45, & 46.

¹² *Id.*, ¶ 53.

¹³ *Id.*, ¶ 54.

¹⁴ *Id.*, ¶ 55.

Participating Settlement Class Members will be issued payment of their Individual Settlement Award subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of each Individual Settlement Award.¹⁵ Defendant will pay the employer's share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Shares ("Employer Taxes") in addition to the Settlement Fund.¹⁶

The Individual Settlement Award checks issued to Participating Settlement Class Members will be negotiable for one hundred eighty (180) calendar days from the date of issuance.¹⁷ Individual Settlement Award checks that are not negotiated within the 180-day period will be cancelled.¹⁸ The funds from associated with such cancelled checks will be transmitted by the Settlement Administrator within (10) calendar days after the expiration of the 180-day period, and sent to the Justice Clinic at the East Bay Community Law Center, a clinic of Berkeley Law.¹⁹

Settlement Class Members who wish to be excluded from the Settlement (i.e., opt out) must notify the Settlement Administrator in writing by sending a letter indicating that they want to exclude themselves.²⁰ To be timely, the Settlement Class Member must mail a written request for exclusion to the Settlement Administrator, postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Notice of Settlement ("Response Deadline").²¹ A request for exclusion must contain a statement clearly indicating that he or she wishes to opt out of the Settlement.²² Settlement Class Members who submit a valid and timely request for exclusion will not be bound by the terms of the Settlement and Final Approval Order and Judgment.²³ Settlement Class Members cannot opt out of PAGA claims, and will be bound by the terms of the Settlement Agreement as to those claims.²⁴

¹⁵ Settlement Agreement, ¶ 55.

¹⁶ *Id.*, ¶ 26.

¹⁷ *Id.*, ¶ 80.

¹⁸ *Ibid.*

¹⁹ *Ibid.*

²⁰ *Id.*, ¶ 70.c.

²¹ *Ibid.*

²² *Ibid.*

²³ *Ibid.*

²⁴ *Ibid.*

Only Settlement Class Members who do not exclude themselves from the Settlement (i.e., Participating Settlement Class Members) have standing to object to the Settlement.²⁵ Participating Settlement Class Members who wish to object to the Settlement must mail or file with the Court with a notice of objection on or before the Response Deadline.²⁶ The objection must contain: (a) the case name and number of the Action; (b) the legal and factual arguments supporting the objection; and (c) a statement indicating whether or not he or she wishes to be heard at the Final Approval Hearing, including copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.²⁷

Settlement Class Members who wish to dispute the number of Workweeks credited to them in their Notice of Settlement may do so by mailing a written letter to the Settlement Administrator no later than thirty (30) days after the postmark date of the Notice of Settlement.²⁸

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.

²⁵ Settlement Agreement, ¶ 70.c.

²⁶ *Id.*, ¶ 72.

²⁷ *Id.*, ¶ 73.

²⁸ *Id.*, ¶ 70.d.

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. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT

The trial court has broad powers to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794. To make this fairness determination, courts must consider several relevant factors, including “the strength of the plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the

proposed settlement.” *Dunk, supra*, 48 Cal.App.4th at 1801. “The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at 245. Furthermore, courts give “proper deference to the private consensual decision of the parties.” *Hanlon, supra*, 150 F.3d at 1027 (citation omitted).

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

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

The Parties actively litigated the Action since it was commenced on October 15, 2019. 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 case for class certification and trial.²⁹

Prior to engaging in mediation, Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data produced by Defendant.³⁰ The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiff and other Settlement Class Members, a detailed sampling of Settlement Class Members’ time and pay data, Employee Policy Manual, company policy acknowledgements (including but not limited to Paycheck and Hours Acknowledgement and Employee Agreement on Safety Glasses), internal memoranda, job descriptions, new hire orientation checklists, operations and employment practices, forms,

²⁹ Aiwasian Decl., ¶¶ 11-13.

³⁰ *Id.*, ¶ 12.

1 and procedures (including but not limited to General Employment Policies, Dress Codes and
2 Other Personal Standards, Punctuality and Attendance, and Meal and Rest Periods policy),
3 among other information and documents.³¹ Class Counsel interviewed Plaintiff and other
4 Settlement Class Members to gather facts and to identify potential witnesses.³² Class Counsel
5 propounded multiple sets of formal written discovery requests on Defendant, reviewed
6 Defendant's responses and supplemental responses thereto, noticed the depositions of
7 Defendant's Person Most Knowledgeable designees regarding organizational structure and job
8 duties.³³ Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss
9 issues relating to the pleadings, discovery, and the production of documents and data prior to
10 the mediation.³⁴ Class Counsel also drafted Plaintiff's mediation brief and prepared for and
11 attended court proceedings, settlement negotiations, and the mediation, among other tasks.³⁵

12 The Parties engaged in extensive settlement negotiations and participated in multiple
13 formal, full-day mediations conducted by Jeffrey Ross, Esq., a well-respected mediator
14 experienced in mediating complex labor and employment matters.³⁶ Prior to and during the
15 mediation and settlement discussions, the Parties exchanged class information and engaged in
16 an intensive discussion regarding their evaluations of the case and various aspects of the case,
17 including but not limited to, Defendant's financial condition, the risks and delays of further
18 litigation, the risks to the Parties of proceeding with class certification and/or representative
19 adjudication, the law relating to off-the-clock theory, meal and rest periods, wage-and-hour law
20 and enforcement, and PAGA representative claims, as well as the evidence produced and
21 analyzed, and the possibility of appeals, among other things.³⁷ During all settlement discussions,
22 the Parties conducted their negotiations at arm's length in an adversarial position.³⁸ Arriving at
23 a settlement that was acceptable to both Parties was not easy. Defendant and its counsel felt
24

25 ³¹ Aiwazian Decl., ¶ 12.

26 ³² *Ibid.*

27 ³³ *Ibid.*

28 ³⁴ *Ibid.*

³⁵ *Ibid.*

³⁶ *Id.*, ¶ 11.

³⁷ *Ibid.*

³⁸ *Ibid.*

1 strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class
2 Counsel believed that they would be able to obtain class certification and prevail at trial.³⁹ After
3 conducting investigations, significant formal and informal discovery and exchange of
4 information, extensive settlement negotiations, and with the aid of the mediator's evaluation,
5 the Parties have agreed that the matter is well-suited for settlement given the legal issues relating
6 to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend
7 further litigation.⁴⁰

8 The Settlement takes into account the strengths and weaknesses of each side's position
9 and the uncertainty of how the case might have concluded at certification and trial.⁴¹ The Parties
10 have had the opportunity to interview and obtain information from their respective witnesses.⁴²
11 Counsel for the Parties have also reviewed documents and information relating to Plaintiff's and
12 the Settlement Class Members' employment with Defendant and performed significant research
13 into the law concerning class certification, PAGA representative actions, off-the-clock theory,
14 meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims, and Defendant's
15 defenses thereto, as well as facts discovered.⁴³ The Parties have reached the Settlement based
16 on this large volume of facts, evidence, and investigation. In addition, Class Counsel has
17 extensive experience in employment class actions, including significant experience in California
18 wage-and-hour litigation.⁴⁴

19 **B. The Settlement Is Fair, Reasonable, and Adequate.**

20 The Settlement, which provides for a Settlement Fund of one million dollars and no cents
21 (\$1,000,000.00), represents a fair, adequate, and reasonable resolution of the matter.⁴⁵ The
22 Settlement was calculated using the information and data uncovered during litigation, case
23 investigation, as well as the formal and informal exchange of information.⁴⁶ The Settlement
24

25 ³⁹ Aiwazian Decl., ¶¶ 11, 16-18.

26 ⁴⁰ *Ibid.*

27 ⁴¹ *Ibid.*

28 ⁴² *Ibid.*

⁴³ *Id.*, ¶¶ 11-13 & 16-18.

⁴⁴ *Id.*, ¶¶ 6-7.

⁴⁵ *Id.*, ¶¶ 11, 13, 14 & 21.

⁴⁶ *Id.*, ¶¶ 11-13.

1 takes into account the potential risks and rewards inherent in any case and, in particular, in the
2 case at issue.⁴⁷ Moreover, considering all of the facts and circumstances of the lawsuit, the
3 Settlement represents a fair, reasonable, and adequate recovery for the Settlement Class.⁴⁸

4 Assuming that the Attorneys' Fees and Costs, Service Award, LWDA Payment, and
5 Administration Expenses are approved by the Court and paid in the full amounts provided for
6 by the Settlement, the Settlement provides for a Net Settlement Proceeds that is currently
7 estimated to be five hundred sixty five thousand dollars and no cents (\$565,000.00).⁴⁹ As
8 discussed in Part III, *supra*, the entire Net Settlement Proceeds will be fully paid out to the
9 Participating Settlement Class Members, in accordance with the Settlement Agreement. The
10 amount of each Participating Settlement Class Member's Individual Settlement Award will be
11 calculated based on his or her Workweeks.⁵⁰ There is no reason to doubt the fairness of the
12 proposed plan of allocation of the settlement funds for purposes of preliminary approval. Even
13 at the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis
14 [to warrant approval], particularly if recommended by experienced and competent class
15 counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001)
16 127 F.Supp.2d 418, 429-30.

17 In light of the foregoing considerations, Class Counsel believes that the Settlement as a
18 whole is fair, reasonable, and adequate, and is in the best interest of the Settlement Class
19 Members.⁵¹ Although the recommendations of Class Counsel are not conclusive, the Court can
20 properly take the recommendations into account, particularly if Class Counsel appears to be
21 competent, and has experience with this type of litigation, and investigation have been
22 completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant
23 preliminary approval of the Settlement.

24 ///

25 ///

26 _____
27 ⁴⁷ Aiwazian Decl., ¶¶ 16-18.

28 ⁴⁸ *Id.*, ¶¶ 11, 13, & 21.

⁴⁹ *Id.*, ¶ 14.

⁵⁰ Settlement Agreement, ¶ 4.

⁵¹ Aiwazian Decl., ¶¶ 11, 13, & 21.

1 **C. The Settlement Is of Significant Value.**

2 Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties
3 conducted significant formal and informal discovery and exchanged thousands of pages of
4 documents, data, and information prior to mediation.⁵² The documents and information that
5 Class Counsel obtained from Defendant, Plaintiff, and through other sources allowed Class
6 Counsel to develop valuation models in order to evaluate the potential value and merit of the
7 claims, and perform a complete evaluation of Defendant’s defenses thereto.⁵³ As outlined in the
8 Declaration of Edwin Aiwasian, Class Counsel performed an extensive analysis of each and
9 every claim pursuant to *Kullar* prior to entering into the Settlement.⁵⁴

10 **VI. CERTIFICATION OF THE SETTLEMENT CLASS IS APPROPRIATE.**

11 For settlement purposes, the requisites for establishing class certification are met, and
12 the Parties have stipulated to conditional certification of the Settlement Class for settlement
13 purposes only.⁵⁵ California Code of Civil Procedure Section 382 “authorizes class actions when
14 the question is one of a common or general interest, of many persons, or when the Parties are
15 numerous, and it is impracticable to bring them all before the court.” *Sav-On Drug Stores, Inc.*
16 *v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the
17 plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest
18 among class members.” *Id.*

19 The Settlement Class is ascertainable and numerous as to make it impracticable to join
20 all Settlement Class Members, and there are common questions of law and fact that predominate
21 over any questions affecting any individual Class Member. Further, Plaintiff’s claims are typical
22 of the claims of the Settlement Class Members, and Class Counsel will fairly and adequately
23 protect the interests of the Settlement Class. Finally, prosecution of separate actions by
24 individual Settlement Class Members would create the risk of inconsistent or varying
25 adjudications, and a class action is superior to other available means for the fair and efficient
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27 ⁵² Aiwasian Decl., ¶¶ 11-13 & 18.

28 ⁵³ *Id.*, ¶ 18.

⁵⁴ *Id.*, ¶¶ 11-13 & 16-18.

⁵⁵ Settlement Agreement, ¶ 66.

adjudication of the case. The Settlement Class is amenable to class certification for settlement purposes as discussed below.

A. The Class Is Ascertainable and Sufficiently Numerous.

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*.” *Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914. “A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

This action involves a class of approximately eight hundred thirty-seven (837) individuals.⁵⁶ 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 Settlement Class Members can and will be identified by Defendant to the Settlement Administrator through a review of Defendant’s employment records regarding hourly-paid or non-exempt employees in California during the Class Period. As such, the Settlement Class is ascertainable and sufficiently numerous.

B. The Class Members Share a Well-Defined Community of Interest.

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

⁵⁶ Aiwazian Decl., ¶ 9.

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 Operative Complaint. Based on the documents and information obtained through formal and informal discovery and exchange of information in this case, Plaintiff contends that Settlement 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.⁵⁷ Plaintiff’s claims arise from Defendant’s alleged uniform policy and systematic scheme, with respect to Plaintiff and the Settlement 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.⁵⁸

Plaintiff also contends that Defendant’s payroll and recordkeeping practices with respect to Plaintiff and the Settlement Class Members were substantially the same during the time period at issue.⁵⁹ As a result, Plaintiff claims that all of the Settlement Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue.⁶⁰

Plaintiff maintains that the outcome of this litigation would be determined by Defendant’s alleged uniform operations and employment policies and procedures that applied

⁵⁷ Aiwazian Decl., ¶ 16.

⁵⁸ *Ibid.*

⁵⁹ *Ibid.*

⁶⁰ *Ibid.*

across its hourly-paid or non-exempt employees who worked in California during the Class Period. Accordingly, the Court should certify the Settlement Class for settlement purposes only.

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

Class Counsel has litigated the matter for over two years, and was actively preparing the matter for class certification and trial.⁶¹ 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 case and formal and informal discovery, including, and not limited to, propounding multiple formal written discovery requests onto Defendant. Class Counsel also noticed the depositions of Defendant's Person Most Knowledgeable designees. Class Counsel reviewed thousands of pages of documents and data⁶² and also interviewed and obtained information from Plaintiff and other Settlement Class Members, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings, discovery, and the production of documents and data prior to mediation.⁶³ Counsel for the Parties also undertook extensive settlement discussions, which included participating in multiple formal, full-day mediations.⁶⁴

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Settlement Class.⁶⁵

The Settlement establishes a Settlement Fund of one million dollars and no cents (\$1,000,000.00), and provides for Class Counsel to apply to the Court for Attorneys' Fees and Costs, consisting of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Settlement Fund (i.e., \$350,000.00) and an amount not to exceed thirty thousand dollars (\$30,000.00) for costs and expenses.⁶⁶ The attorneys' fees provided for by the Settlement is commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2)

⁶¹ Aiwazian Decl., ¶¶ 11-13.

⁶² *Id.*, ¶ 12.

⁶³ *Ibid.*

⁶⁴ *Id.*, ¶ 11.

⁶⁵ *Id.*, ¶¶ 6-7.

⁶⁶ Settlement Agreement, ¶¶ 9 & 39.

1 the extensive time, effort and expense that Class Counsel dedicated to the case, (3) the skill and
2 determination that Class Counsel has shown, (4) the results that Class Counsel has achieved
3 throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the
4 Settlement Class Members, and (6) the other cases that Class Counsel had to turn down in order
5 to devote its time and efforts to this matter. The proposed Notice of Settlement provides
6 Settlement Class Members with information about the amount allocated toward the Attorneys'
7 Fees and Costs, and that an award of the Attorneys' Fees and Costs will be sought, as provided
8 for by the Settlement.⁶⁷

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

22 The propriety of calculating and awarding attorneys' fees as a percentage of a settlement
23 that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed
24 by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The California
25 Supreme Court has taken the position that "[t]rial courts have discretion to conduct a lodestar
26 cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check
27 and use other means to evaluate the reasonableness of a requested percentage fee[.]" and "[t]he
28

⁶⁷Settlement Agreement, Exh. A.

percentage of fund method survives in California.” *Id.* (internal quotation marks omitted).

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

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁶⁸

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff’s motion for final approval of the Settlement and application for the Attorneys’ Fees and Costs 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 NOTICE OF SETTLEMENT 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 Notice of Settlement⁶⁹ describes the Settlement, the deadlines and

⁶⁸ Aiwasian Decl., ¶ 19.

⁶⁹ Settlement Agreement, Exh. A.

procedures to file an objection to the Settlement, mail a request for exclusion from the Settlement, and/or mail a dispute regarding Workweeks, and the date and time set for the Final Approval Hearing.⁷⁰

The proposed Notice of Settlement 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 Notice of Settlement summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.⁷¹ The proposed Notice of Settlement recognizes that the Court has not yet granted final approval of the settlement.⁷² The proposed Notice of Settlement also appries the Settlement Class Members of, *inter alia*, how their Individual Settlement Award is calculated and the number of Workweeks credited to them.⁷³

The proposed Notice of Settlement 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 Notice of Settlement.

IX. APPOINTMENT OF PHOENIX SETTLEMENT ADMINISTRATORS AS THE SETTLEMENT ADMINISTRATOR

The Parties have selected Phoenix to administer the Settlement.

The Settlement Administrator will mail the Notice of Settlement to each Settlement Class Member by First-Class U.S. mail.⁷⁴ Any undeliverable Notice of Settlement that is returned to the Settlement Administrator with a forwarding address on or before the Response

⁷⁰ Settlement Agreement, Exh. A.

⁷¹ *Ibid.*

⁷² *Ibid.*

⁷³ *Ibid.*

⁷⁴ *Id.*, § 70.a.

Deadline, will be re-mailed to the forwarding address.⁷⁵ With respect to any undeliverable Notice of Settlement returned on or before the Response Deadline without a forwarding address, the Settlement Administrator will make reasonable efforts to obtain an updated mailing address, including but not limited to conducting one skip-trace, and re-mail the Notice of Settlement to the Settlement Class Member.⁷⁶ The Settlement Administrator will receive and process requests for exclusion, and any disputes regarding Workweeks.⁷⁷

The Settlement Administrator will calculate the amounts of the Individual Settlement Awards; deduct and transmit applicable state and/or federal taxes in connection with the wage portion of Individual Settlement Awards; mail the Individual Settlement Award checks to Participating Settlement Class Members; issue W-2 and 1099 forms; calculate and disburse the Attorneys' Fees and Costs, Service Award, and LWDA Payment; and perform such other tasks necessary to effectuate the terms of the Settlement Agreement.⁷⁸ The Administration Expenses are currently estimated to be ten thousand dollars and no cents (\$10,000.00) and will be paid out of the Settlement Fund, subject to approval by the Court.⁷⁹

Accordingly, Plaintiff respectfully requests that the Court appoint Phoenix Settlement Administrators as the Settlement Administrator and direct the mailing of the Notice of Settlement to the Settlement Class 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 Notice of Settlement, in the form approved by the Court, to all known and reasonably ascertainable Settlement Class Members based on Defendant's records.⁸⁰

Within twenty-one (21) calendar days after the date on which the Court grants

⁷⁵ Settlement Agreement, ¶ 70.a.

⁷⁶ *Ibid.*

⁷⁷ *Id.*, ¶ 70.

⁷⁸ *Id.*, ¶ 54; Aiwazian Decl., ¶ 15.

⁷⁹ Settlement Agreement, ¶ 45.

⁸⁰ *Id.*, ¶ 70.a.

preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the following information for each Settlement Class Member: (1) full name; (2) last known address; (3) email address, if available; (4) Social Security number or employee identification number; (5) worksite(s) where he or she was employed by Defendant during the Class Period; (6) number of Workweeks during the Class Period; and (7) number of Workweeks worked during each calendar year during the Class Period (collectively, “Class List”).⁸¹

Within fourteen (14) calendar days of receipt of the Class List, the Settlement Administrator will mail the Notice of Settlement to the Settlement Class Members via First-Class U.S. Mail.⁸² If a Notice of Settlement is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the Notice of Settlement to the forwarding address.⁸³ If no forwarding address is provided, then the Settlement Administrator will make reasonable efforts to obtain an updated mailing address, including but not limited to conducting one skip-trace, and re-mail the Notice of Settlement to the Settlement Class Member.⁸⁴ Settlement Class Members will have until the Response Deadline to mail a request for exclusion, mail a dispute regarding Workweeks, and/or to file an objection.⁸⁵

Defendant will make a one-time deposit of the Settlement Fund, together with an amount sufficient to pay Employer Taxes, into a Qualified Settlement Account to be established by the Settlement Administrator, within ninety (90) calendar days of the Order Granting Preliminary Approval.⁸⁶ Within fifteen (15) calendar days of the Effective Date, the Settlement Administrator will distribute: (1) the Individual Settlement Awards to Participating Settlement Class Members; (2) the Court-approved Service Award to Plaintiff; (3) the Court-approved Attorneys’ Fees and Costs to Class Counsel; (4) the LWDA Payment to the LWDA; and (5) the Court-approved Administration Expenses to itself.⁸⁷

The Individual Settlement Award checks will remain negotiable for one hundred and

⁸¹ Settlement Agreement, ¶ 69.

⁸² *Id.*, ¶ 70.a.

⁸³ *Ibid.*

⁸⁴ *Ibid.*

⁸⁵ *Id.*, ¶¶ 70.b, 70.c, and 71.

⁸⁶ *Id.*, ¶ 78.

⁸⁷ *Id.*, ¶ 79.

eighty (180) calendar days from the date of their issuance.⁸⁸ Checks that are not negotiated within the 180-day period will be cancelled.⁸⁹ The funds associated with such cancelled checks will be tendered by the Settlement Administrator to the Justice Clinic at the East Bay Community Law Center, a clinic of Berkeley Law.⁹⁰

XI. APPOINTMENT OF CLASS REPRESENTATIVE AND ALLOCATION FOR SERVICE AWARD

Plaintiff Ciomara Ayala Dolores respectfully requests that the Court appoint her as the Class Representative and preliminarily approve the Service Award in an amount up to seven thousand five hundred dollars and no cents (\$7,500.00) to Plaintiff Ciomara Ayala Dolores.⁹¹ 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 Service Award is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.⁹² Plaintiff was available whenever Class Counsel needed her and actively tried to obtain and provide information that would benefit the Settlement Class.⁹³ Accordingly, it is appropriate and just for Plaintiff to receive a Service Award for her services on behalf of the Settlement Class, in addition to her Individual Settlement Award.

⁸⁸ Settlement Agreement, ¶ 80.

⁸⁹ *Ibid.*

⁹⁰ *Ibid.*

⁹¹ *Id.*, ¶¶ 23 & 34.

⁹² Aiwasian Decl., ¶ 20; Declaration of Ciomara Dolores in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Dolores Decl."), ¶ 4.

⁹³ Aiwasian Decl., ¶ 20; Dolores Decl., ¶¶ 3-6.

XII. CONCLUSION

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

Dated: March 24, 2022

LAWYERS *for* JUSTICE, PC

By:



Edwin Aiwanian
Attorneys for Plaintiff