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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

GEANEE COLEMAN, individually, and on behalf of other members of the general public similarly situated; CHELSEA HANSEN, 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.

ALEGRECARE, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG20063958

Honorable Evelio Grillo
Department 21

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 (Annabel Blanchard); Declarations of Proposed Class Representatives (Geanee Coleman and Chelsea Hansen); and [Proposed] Order filed concurrently herewith]

Reservation No.:	284736262670
Date:	September 29, 2023
Time:	9:00 a.m.
Department:	21
Complaint Filed:	June 8, 2020
FAC Filed:	August 21, 2020
SAC Filed:	May 3, 2023
Trial Date:	None Set

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

PLEASE TAKE NOTICE that on September 29, 2023 at 9:00 a.m. or as soon thereafter as the matter may be heard before the Honorable Evelio Grillo in Department 21 of the Superior Court of California for the County of Alameda, located at 1225 Fallon St. Oakland, CA 94612, Plaintiffs Geanee Coleman and Chelsea Hansen ("Plaintiffs" or "Class Representatives") will, and hereby do, 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," or "Settlement Agreement"), attached as "EXHIBIT 1" to the Declaration of Annabel Blanchard, 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 ("PAGA"), Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator;
- Conditionally certifying the Class for settlement purposes;
- Preliminarily appointing Plaintiffs Geanee Coleman and Chelsea Hansen as Class Representatives;
- Preliminarily appointing Arby Aiwazian, Joanna Ghosh, and Annabel Blanchard 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 Simpluris, Inc. as the Settlement Administrator; and

- 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, Enhancement Payments for Plaintiffs, and Settlement 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 a class action settlement and permit 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 (Annabel Blanchard) and Proposed Class Representatives (Geanee Coleman and Chelsea Hansen) 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: August 14, 2023

LAWYERS *for* JUSTICE, PC

By: ________________________

Annabel Blanchard
Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Geanee Coleman and Chelsea Hansen ("Plaintiffs" or "Class Representatives") seek preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "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 Alegrecare, 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 ($1,500,000.00).[1] The Maximum Settlement Amount includes the following: (1) Settlement Shares 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 ($15,000.00 total)[3]; (3) the Attorneys' Fees and Costs to Class Counsel, consisting of attorneys' fees in the amount of thirty-five percent (35%) of the Maximum Settlement Amount, or $525,000.00, and reimbursement of litigation costs and expenses not to exceed Twenty Thousand Dollars ($20,000.00)[4]; (4) the Settlement Administration Costs to the Settlement Administrator in the amount not to exceed Thirteen Thousand Dollars ($13,000.00);[5] and (5) the amount of PAGA Penalties ($300,000.00) allocated to penalties under the Private Attorneys General Act ("PAGA"), of which 75% (i.e., $225,000.00) will be distributed to the Labor and Workforce Development Agency ("LWDA") and 25% (i.e., $75,000.00) will be distributed to Settlement Class Members as a part of the Net Settlement Amount.[6]

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

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[1] Settlement Agreement, attached as "**EXHIBIT 1**" to Declaration of Annabel Blanchard ("Blanchard Decl."), §§ I.Q & V.A.
[2] *Id.*, § V.A.
[3] *Id.*, § X.
[4] *Id.*, § IX.
[5] *Id.*, § V.D.
[6] *Id.*, §§ I.U & XI.

> 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]

The Class is estimated to consist of approximately one thousand and fifty (1,050) individuals.[8]

Class Members who do not submit a timely and valid request to be excluded from the Settlement ("Settlement Class Members") will receive a share of the Net Settlement Amount ("Settlement Share") on a *pro rata* basis based on the Class Member's start and end dates of employment during the Class Period as a non-exempt or hourly-paid employee of Defendant in California, excluding any week(s) during which the Class Member did not work or was on a leave of absence. ("Workweeks").[9]

The Settlement resolves the Released Claims of Plaintiffs and Settlement Class Members, against the Released Parties.[10]

In order to efficiently present the Court with adequate information to determine whether to grant preliminary approval of the Settlement, Plaintiffs also move for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is an agency that provides senior care and elderly caregivers to in-home clients and facilities. Many caregivers and home care aides provide daily living activities services to various clients at different locations throughout northern California. Plaintiffs Geanee Coleman and Chelsea Hansen are former employees of Defendant.

On June 8, 2020, Plaintiff Geanee Coleman filed a Class Action Complaint for Damages ("Original Complaint") in the Alameda County Superior Court ("Court"), thereby commencing the above-captioned lawsuit ("Action").

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[7] Settlement Agreement, § I.D. "Class Period" is defined as the period from June 8, 2016 through October 31, 2021. *See id.*, § I.G.

[8] Blanchard Decl., ¶ 9.

[9] Settlement Agreement, §§ I.FF., I.GG. & I.HH.

[10] See *id.* at §I.Z, for the full scope of the "Released Claims," and *id.* at § I.AA for the definition of the "Released Parties."

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On August 21, 2020, Plaintiff Coleman filed a First Amended Class Action Complaint for Damages ("First Amended Complaint"), removing the eighth cause of action for Violation of California Labor Code section 1174(d) (Failure to Keep Requisite Payroll Records). On March 5, 2021, Defendant filed its Answer to the First Amended Complaint.

On August 24, 2021, Plaintiff Chelsea Hansen provided written notice to the Labor Workforce Development Agency ("LWDA") and Defendant, giving notice of her intent to pursue civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, Et Seq. (PAGA), on behalf of herself and the State of California.

On May 3, 2023, Plaintiffs Geanee Coleman and Chelsea Hansen filed a Second Amended Class Action Complaint for Damages and Enforcement under the Private Attorneys General Act, Cal. Labor Code §2698, *Et Sea.* (the "Operative Complaint" or "Second Amended Complaint").

Plaintiffs' core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and the 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, 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 or 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.

On January 19, 2021, Plaintiff Coleman propounded multiple sets of discovery including Requests for Production of Documents, (Set One); Special Interrogatories, (Sets One & Two);

and Form Interrogatories, (Set One), on Defendant, and noticed the deposition of Defendant's person most knowledgeable regarding job duties and organizational structure of Defendant. Thereafter, on February 16, 2021, Defendant objected to Plaintiff Coleman's notice of the deposition of Defendant's person most knowledgeable regarding job duties and organizational structure of Defendant.

The Parties have actively litigated the Action since it was commenced on June 8, 2020. On September 17, 2021, the Parties participated in a formal, full-day mediation conducted by Jeffrey Krivis, 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. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Maximum Settlement Amount to resolve the Released Claims of Plaintiffs and the Class Members who do not submit a timely and valid Request for Exclusion from the Settlement (i.e., Settlement Class Members) 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 35% of the Maximum Settlement Amount (i.e., 525,000.00) and reimbursement of costs and expenses in an amount not to exceed Twenty Thousand Dollars ($20,000.00) to Class Counsel (collectively referred to as "Attorneys' Fees and Costs"); (2) settlement administration costs, which are currently estimated not to exceed Thirteen Thousand Dollars ($13,000.00) to the Settlement Administrator ("Settlement Administration Costs"); (3) payment to the LWDA of its 75% share of the PAGA Penalties (i.e., $225,000.00 out of $300,000.00) ("LWDA Payment"); and (4) payments in the amount of up to Seven Thousand Five Hundred Dollars ($7,500.00) each to Plaintiffs Geanee Coleman and Chelsea Hansen (for a combined total of $15,000.00) ("Enhancement Payments").[12] The Parties

[11] Settlement Agreement, § XII.A.
[12] *Id.*, §§ V.D, IX, X & X.

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have agreed to retain Simpluris, Inc. ("Simpluris" 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 ("Settlement Share"), in accordance with the Settlement Agreement and as follows:

a. The number of Workweeks worked by all Class Members will be totaled ("Total Workweeks").[13]

b. Each Class Member's individual Workweeks will be divided by the Total Workweeks to yield his or her "Individual Percentage Allocation".[14]

c. The Settlement Administrator will multiply each Class Member's Individual Percentage Allocation by the Net Settlement Amount to yield his or her Settlement Share.[15]

Each Settlement Class Member's Settlement Share will be allocated as follows: one-fifth (1/5) as wages, which will be reported on an IRS Form W-2; and four-fifths (4/5) as penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099.[16] Settlement Class Members will be paid their respective Settlement Shares, subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wage portion of each Settlement Share (the net payment is referred to as an "Individual Settlement Payment").[17] Defendant shall be responsible for paying the employer's portion of any tax liability with respect to payments required by this Settlement attributed to wages ("Employer Taxes"), separate and apart from, and in addition to, the Maximum Settlement Amount, and shall contribute additional funds as necessary to satisfy these obligations.[18]

Individual Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance, and if not cashed, deposited, or otherwise negotiated within the 180-day deadline, shall be cancelled.[19] The funds associated

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[13] Settlement Agreement, § VIII.B.1.
[14] *Id.*, § VIII.B.2.
[15] *Id.*, § VIII.B.3.
[16] *Id.*, § VIII.C.
[17] Settlement Agreement, § VIII.E.
[18] *Id.*, § VIII.D.
[19] *Id.*, § VIII.H.

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with such cancelled checks will be distributed in accordance with Code of Civil Procedure section 384 to Legal Aid at Work as the *cy pres* recipient.[20]

Any Class Member may request to be excluded from the Settlement (i.e., opt out) by submitting a valid and timely written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator, by fax or mail, postmarked or fax-stamped on or before the date that is forty-five (45) calendar days after the Settlement Administrator initially mails the Class Notice to Class Members ("Response Deadline").[21] The date of the postmark on the return envelope or fax-stamp on the submission shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.[22] A Request for Exclusion must: (1) contain the Class Member's full name, current address, current telephone number, last four digits of his or her Social Security number or employee ID number, and signature; (2) contain the case name and the number of the Action; (3) contain a clear statement indicating that he or she seeks exclusion from the Settlement; and (4) be mailed or faxed to the Settlement Administrator at the specified address, postmarked or fax-stamped on or before the Response Deadline.[23] Any Class Member who timely submits a Request for Exclusion in compliance with these requirements lacks standing to object to the Settlement.[24]

Any Class Member may object to the terms of the Settlement, as long as he or she has not submitted a Request for Exclusion (i.e., Settlement Class Members) by submitting a valid and timely written objection to the Settlement Agreement ("Notice of Objection") to the Settlement Administrator, by fax or mail, postmarked or fax-stamped on or before the Response Deadline.[25] The date of the postmark on the return envelope or fax-stamp on the submission shall be the exclusive means used to determine whether a Notice of Objection has been timely submitted.[26] The Notice of Objection must: (1) contain the Settlement Class Member's full name, current address, current telephone number, last four digits of his or her Social Security

[20] Settlement Agreement, § VIII.H.
[21] *Id.*, §§ I.BB, I.CC & V.G.
[22] *Id.*, § V.G.
[23] Settlement Agreement, § I.BB.
[24] *Id.*, § V.G.
[25] *Id.*, §§ I.S & V.I.
[26] *Id.*, § V.I.

Number or employee ID number, and signature; (2) contain the case name and number of the Action; (3) contain a clear statement explaining the Settlement Class Member's objection(s) to the Settlement; (4) attach any documents on which the Settlement Class Member is relying for the objection; (5) contain a clear statement indicating whether or not the Settlement Class Member is represented by counsel and identifying any such legal counsel; (6) contain a clear statement indicating whether the Settlement Class Member intends to appear at the Final Approval Hearing to present his or her objection(s); and (7) be mailed or faxed to the Settlement Administrator at the specified address, postmarked or fax-stamped on or before the Response Deadline.[27]

Any Class Member may dispute the pre-printed information in the Class Notice as to his or her Workweeks by submitting a valid and timely Workweeks Dispute to the Settlement Administrator, by fax or mail, postmarked or fax-stamped on or before the Response Deadline.[28] The Workweeks Dispute must: (1) contain the Class Member's full name, current address, current telephone number, last four digits of his or her Social Security Number or employee ID number, and signature; (2) contain the case name and number of the Action; (3) contain a clear statement explaining the basis for his or her dispute of the number of Workweeks credited to him or her; (4) attach any documentation that he or she has to support the dispute; and (5) be mailed or faxed to the Settlement Administrator at the specified address, postmarked or fax-stamped on or before the Response Deadline.[29]

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,*

[27] Settlement Agreement., § I.S.
[28] *Id.*, § V.F.
[29] Settlement Agreement, § I.II.

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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.

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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 June 8, 2020. 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.[30]

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

[30] Blanchard Decl., ¶¶ 11-13.

exchange, review, and analysis of thousands of pages of documents and data produced by Defendant.[31] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiffs and other Class Members, a detailed sampling of Class Members' time and pay data, earning statements, Defendants' Employee Handbook, job descriptions, company policy acknowledgements, Defendant's operations and employment practices (including but not limited to Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adults & Elders, Certificate of Completion of Training, Disclosure Regarding Background Investigation), procedures (including but not limited to Employee Voluntary Waiver Form, Employment Health Statement, Pay Periods, Grievance Procedure), and policies (including but not limited to Paid Time Off, Family Medical Leave, and Paid Training) among other information and documents.[32] Class Counsel interviewed Plaintiffs and other Class Members to gather facts and to identify potential witnesses.[33] Class Counsel propounded multiple sets of formal written discovery requests on Defendant, and noticed the depositions of Defendant's Person Most Knowledgeable designees regarding organizational structure and job duties.[34] Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation.[35] Class Counsel also drafted Plaintiffs' mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.[36]

The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.[37] 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 case, including but

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[31] Blanchard Declaration, ¶ 12.
[32] *Ibid.*
[33] *Ibid.*
[34] *Ibid.*
[35] *Ibid.*
[36] *Ibid.*
[37] *Id.*, ¶ 11.

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not limited to, Defendant's financial condition, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and representative adjudication, the law relating to off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, and representative PAGA claims, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.[38] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[39] 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 trial, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial.[40] After conducting investigations, significant formal and 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.[41]

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.[42] The Parties have had the opportunity to interview and obtain information from their respective witnesses.[43] Counsel for the Parties have also reviewed documents and information relating to Plaintiffs' and the Class Members' employment with Defendant and performed significant research into the law concerning class certification, representative PAGA actions, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs' claims, and Defendant's defenses thereto, as well as facts discovered.[44] The Parties have reached the Settlement based on this large volume of facts, evidence, and investigation. In addition, Class Counsel has extensive

[38] Blanchard Decl., ¶ 11.
[39] *Ibid.*
[40] *Id.*, ¶¶ 11, 16-18.
[41] *Ibid.*
[42] *Ibid.*
[43] *Ibid.*
[44] *Id.*, ¶¶ 11-13 & 16-18.

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experience in employment class actions, including significant experience in California wage-and-hour litigation.[45]

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

The Settlement, which provides for a Maximum Settlement Amount of One Million Five Hundred Thousand Dollars ($1,500,000.00), represents a fair, adequate, and reasonable resolution of the matter.[46] The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the formal and informal exchange of information.[47] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the case at issue.[48] Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class.[49]

Assuming that the Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, and Settlement 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 Seven Hundred and Two Thousand Dollars ($702,000.00).[50] 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 Settlement Share will be calculated based on his or her Workweeks.[51] 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.

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[45] Blanchard Decl., ¶¶ 6-7.
[46] *Id.*, ¶¶ 11, 13, 14 & 21.
[47] *Id.*, ¶¶ 11-13.
[48] *Id.*, ¶¶ 16-18.
[49] *Id.*, ¶¶ 11, 13, & 21.
[50] *Id.*, ¶ 14.
[51] Settlement Agreement, § VIII.B.

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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.[52] 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 formal and informal discovery and exchanged thousands of pages of documents, data, and information prior to mediation.[53] The discovery and information that Class Counsel obtained from Plaintiffs, Defendant, and through other sources, allowed Class Counsel to develop valuation models in order to determine the potential value and merit of the claims, and to perform a complete evaluation of Defendant's defenses thereto.[54] As outlined in the Declaration of Annabel Blanchard, Class Counsel performed an extensive analysis of each and every claim pursuant to *Kullar* prior to entering into the Settlement.[55]

VI. <u>CERTIFICATION OF THE CLASS IS APPROPRIATE</u>

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.[56] 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.*

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[52] Blanchard Decl., ¶¶ 11, 13, & 21.
[53] *Id.*, ¶¶ 11-13 & 18.
[54] *Id.*, ¶ 18.
[55] *Id.*, ¶¶ 11-13 & 16-18.
[56] Settlement Agreement, § IV.A.

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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 case. The Class is amenable to class certification for settlement purposes as discussed below.

A. <u>The Class Is Ascertainable and Sufficiently Numerous.</u>

"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 one thousand and fifty (1,050) individuals.[57] 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 or 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

[57] Blanchard Decl., ¶ 9.

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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 Operative Complaint. Based on the documents and information obtained through formal and 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.[58] 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 compliant wage statements, and failing to reimburse necessary business-related expenses.[59]

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.[60] As a result, Plaintiffs claim that all of the Class Members were uniformly not paid all

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[58] Blanchard Decl., ¶ 16.
[59] *Ibid.*
[60] *Ibid.*

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compensation due to them from Defendant during the time period at issue.[61]

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 or 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 COSTS

Class Counsel has litigated the matter for over three (3) years, and was actively preparing the matter for class certification and trial.[62] 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 data[63] and also interviewed and obtained information from Plaintiffs and other Class Members, researched applicable law, undertook damages and valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings, discovery, and the production of documents and data prior to mediation.[64] Counsel for the Parties also undertook extensive settlement discussions, which included participating in a formal, full-day mediation.[65]

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[66]

The Settlement establishes a Maximum Settlement Amount of One Million Five Hundred Thousand Dollars ($1,500,000.00), 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

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[61] Blanchard Decl., ¶ 16
[62] *Id.*, ¶¶ 11-13.
[63] *Id.*, ¶ 12.
[64] Blanchard Decl., ¶ 12.
[65] *Id.*, ¶ 11.
[66] *Id.*, ¶¶ 6-7.

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percent (35%) of the Maximum Settlement Amount (i.e., $525,000.00) and an amount not to exceed Twenty Thousand Dollars ($20,000.00) for costs and expenses.[67] The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that Class Counsel dedicated to the case, (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 Costs, and that an award of the Attorneys' Fees and Costs will be sought, as provided for by the Settlement.[68]

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 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

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[67] Settlement Agreement, § IX.
[68] *Id.*, Exh. B.

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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).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[69]

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 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

[69] Blanchard Decl., ¶ 19.

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[70] describes the Settlement, the deadlines and procedures to submit a Notice of Objection to the Settlement, a Request for Exclusion from the Settlement, and/or a Workweeks Dispute, and the date and time set for the Final Approval Hearing.[71]

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.[72] The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.[73] The proposed Class Notice also apprises the Class Members of, *inter alia*, how their Settlement Share is calculated and the number of Workweeks credited to them.[74]

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 SIMPLURIS, INC. AS THE SETTLEMENT ADMINISTRATOR

The Parties have selected Simpluris, Inc., to administer the Settlement.

[70] Settlement Agreement, Exh. B.
[71] *Ibid.*
[72] *Ibid.*
[73] *Ibid.*
[74] Settlement Agreement, Exh. B.

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The Settlement Administrator will mail the Class Notice to each Class Member by First-Class U.S. mail.[75] Class Notices returned to the Settlement Administrator as non-deliverable before the Response Deadline (based on the postmark) shall be re-sent to the forwarding address, if any, on the returned envelope.[76] If there is no forwarding address, the Settlement Administrator will do a skip-trace search for a new address using the Class Member's Social Security number, and the returned Class Notice will be re-sent within five (5) calendar days to any new address that is located by way of skip-trace; this search and re-mailing will be performed only once per Class Member by the Settlement Administrator.[77] If a second mailing to any Class Member is required as a result of the initial mailing being returned as undeliverable, the Response Deadline for those Class Members only, will be extended for fifteen (15) calendar days (i.e., such Class Members shall have up to sixty (60) calendar days from the first mailing to submit a Request for Exclusion, a Workweeks Dispute, and/or a Notice of Objection).[78] The Settlement Administrator will receive and process Requests for Exclusion, Notices of Objection, and any Workweek Disputes.[79]

The Settlement Administrator shall be responsible for: processing and mailing payments to the Plaintiffs, Class Counsel, the LWDA, and Settlement Class Members; printing and mailing the Class Notice as directed by the Court; calculating the Workweeks; receiving and reporting the Requests for Exclusion, Notices of Objection, and Workweek Disputes submitted by Class Members; deducting taxes from Individual Settlement Shares and distributing tax forms; calculating the Employer Taxes; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of the Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform.[80] The Settlement Administration

[75] Settlement Agreement, § V.E.1.
[76] *Id.*, § V.E.5.
[77] *Ibid.*
[78] Settlement Agreement, § I.II.
[79] *Id.*, § V.F, V.G & V.I.
[80] Settlement Agreement, § V; Blanchard Decl., ¶ 15.

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Costs are currently estimated to be Thirteen Thousand Dollars ($13,000.00) and will be paid out of the Maximum Settlement Amount, subject to approval by the Court.[81]

Accordingly, Plaintiffs respectfully request that the Court appoint Simpluris, Inc. as the Settlement Administrator and direct the mailing of the Class Notice to the 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 Class Notice, in the form approved by the Court, to all known and reasonably ascertainable Class Members based on Defendant's records.[82]

Within ten (10) calendar days from Preliminary Approval, Defendant shall provide the Settlement Administrator with the following information for each Class Member: last known full name, last known address, last known telephone number, Social Security number and employee ID number, start and end dates of employment as a non-exempt or hourly-paid employee of Defendant in California during the Class Period, Workweeks, and such other information as may be necessary for the Settlement Administrator to independently calculate and review the Workweeks attributed to each Class Member (collectively, "Class Data").[83]

Within fifteen (15) calendar days after the Class Data is provided to the Settlement Administrator, the Settlement Administrator will mail the Class Notice to the Class Members via First-Class U.S. Mail.[84] Class Notices returned to the Settlement Administrator as non-deliverable before the Response Deadline (based on the postmark) shall be re-sent to the forwarding address, if any, on the returned envelope.[85] If there is no forwarding address, the Settlement Administrator will do a skip-trace search for a new address using the Class Member's Social Security number, and the returned Class Notice will be re-sent within five (5) calendar

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[81] Settlement Agreement, § V.D.
[82] *Id.*, § V.E.1.
[83] *Id.*, §§ I.E & V.E.2.
[84] *Id.*, §V.E.4.
[85] *Id.*, §V.E.5.

days to any new address that is located by way of skip-trace; this search and re-mailing will be performed only once per Class Member by the Settlement Administrator.[86] Class Members will have until the applicable Response Deadline to mail a Request for Exclusion, Workweeks Dispute, and/or Notice of Objection.[87]

Within ten (10) calendar days of the Effective Date, Defendant shall pay Seven Hundred Fifty Thousand Dollars ($750,000.00) of the Maximum Settlement Amount into a settlement account to be established by the Settlement Administrator ("First Installment").[88] Within nine (9) months of the date of the First Installment, Defendant shall pay Seven Hundred Fifty Thousand Dollars ($750,000.00) of the Maximum Settlement Amount into a settlement account to be established by the Settlement Administrator, plus an amount sufficient to cover Employer Taxes ("Second Installment").[89] Within fifteen (15) calendar days of the date Defendant funds the Second Installment, the Settlement Administrator shall distribute the Individual Settlement Payments to Settlement Class Members, Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, the LWDA payment to the LWDA, and Settlement Administration Costs to itself.[90]

Individual Settlement Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance, and if not cashed, deposited, or otherwise negotiated within the 180-day deadline, shall be cancelled.[91] The funds associated with such cancelled checks will be distributed in accordance with Code of Civil Procedure section 384 to Legal Aid to Work.[92]

XI. APPOINTMENT OF CLASS REPRESENTATIVES AND ALLOCATION FOR ENHANCEMENT PAYMENTS

Plaintiffs Geanee Coleman and Chelsea Hansen respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Enhancement

[86] Settlement Agreement, §V.E.5.
[87] *Id.*, § I.CC.
[88] *Id.*, § VII.A.
[89] *Id.*, § VII.B.
[90] *Id.*, § VII.C.
[91] *Id.*, § VIII.H.
[92] *Ibid.*

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Payments in an amount up to Seven Thousand Five Hundred Dollars ($7,500.00) each to Plaintiffs Geanee Coleman and Chelsea Hansen (for a combined total of $15,000).[93] 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.[94] Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.[95] Accordingly, it is appropriate and just for Plaintiffs to each receive an Enhancement Payment for their services on behalf of the Class, in addition to any Individual Settlement Payments to which they may be entitled.

XII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary approval of the Settlement; conditionally certify the Class for settlement purposes; preliminarily appoint and designate Arby Aiwazian, Joanna Ghosh, and Annabel Blanchard of Lawyers *for* Justice, PC as Class Counsel; preliminarily appoint and designate Plaintiffs Geanee Coleman and Chelsea Hansen as Class Representatives; appoint Simpluris, Inc. as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Costs,

[93] Settlement Agreement, § X.
[94] Blanchard Decl., ¶ 20; Declaration of Geanee Coleman in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Coleman Decl."), ¶ 4; Declaration of Chelsea Hansen in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Hansen Decl."), ¶ 4.
[95] Blanchard Decl., ¶ 20; Coleman Decl., ¶¶ 3-6; Hansen Decl., ¶¶ 3-6.

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Enhancement Payments, LWDA Payment, and Settlement 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 months; and permit the filing of a memorandum that exceeds the page limit.

Dated: August 14, 2023

LAWYERS *for* JUSTICE, PC

By: ______________________________

Annabel Blanchard
Attorney for Plaintiffs

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Make a Reservation

Coleman VS Alegrecare INC

Case Number: RG20063958 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2020-06-08 Location: Rene C. Davidson Courthouse - Department 21

Reservation

Case Name: Coleman VS Alegrecare INC	Case Number: RG20063958
Type: Motion re: (Motion for Preliminary Approval)	Status: RESERVED
Filing Party: Geanee Coleman (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 21
Date/Time: 09/29/2023 9:00 AM	Number of Motions: 1
Reservation ID: 284736262670	Confirmation Code: CR-Q6TSPHJFKTB2ORSJV

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			**$1.00**

Payment

Amount: $1.00	Type: MasterCard
Account Number: XXXX1861	Authorization: 21416G
Payment Date: 1969-12-31	

Print Receipt | Reserve Another Hearing | View My Reservations