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10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ALAMEDA

13 TAMARA RENI, ADRIAN BARNES, SARAH
KENDALL, CHAD LAHUE, JEREMY
14 PALMITIER, LISA SANDER, ZABOUR WEST,
and STEVEN ROBINSON, individually, and on
15 behalf of others similarly situated,

16 Plaintiffs,

17 vs.

18 REACH MEDICAL HOLDINGS, LLC; REACH
AIR MEDICAL SERVICES, LLC; CALSTAR AIR
19 MEDICAL SERVICES LLC; and DOES ONE
through TEN inclusive,

20 Defendants.
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Case No. RG 20072101

CLASS ACTION

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

Date: April 27, 2023

Time: 3:30 p.m.

Dept: 17

Before: Hon. Frank Roesch

Reservation ID: 750649152772

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I. INTRODUCTION

Plaintiffs Tamara Reni, Adrian Barnes, Sarah Kendall, Chad Lahue, Jeremy Palmitier, Lisa Sander, Zabour West, Steven Robinson, and Ryan Mason¹ seek preliminary approval of a non-reversionary, checks-
mailed class action settlement of at least \$15 million covering California wage and hour claims against
Defendants REACH Air Medical Services, LLC, CALSTAR Air Medical Services LLC, and REACH
Medical Holdings, LLC (collectively “Defendants”).² The proposed settlement also includes meaningful
improvements to Defendants’ meal and rest period practices consistent with the requirements of Proposition
11, Defendants’ payment of at least the minimum wage for on-call hours (where it previously paid \$10 per
hour), changes to Defendants’ policies around tracking all hours worked to include work that was frequently
performed off-the-clock, changes to Defendant’s practice of calculating the regular rate of pay, changes to
Defendants’ wage statements, and improvements to Defendants’ overtime pay practices – including an
agreement to pay daily overtime to medical crewmembers. Defendants have agreed that these injunctive
relief provisions will result in at least a \$1,400,000 annual increase in compensation for its California
employees in class positions over 2022 compensation. The proposed settlement includes all Flight
Crewmembers employed by Defendants in California from August 21, 2016 through the date the Court
grants preliminary approval, or 60 days after the settlement agreement is signed, whichever occurs first.
Flight Crewmembers include over 500 Medical Crewmembers, who worked as either Flight Nurses or Flight
Paramedics, and over 200 Pilots.

¹ Plaintiff Ryan Mason filed a separate action in Sacramento County Superior Court on September 28, 2021 (*Mason v. REACH Air Medical Services, LLC*, Case No. 34-2021-00308894). The *Mason* case has been resolved with the *Reni* action. As part of the settlement agreement, Plaintiffs have agreed to file a Third Amended Complaint adding Plaintiff Mason to *Reni*, and the parties will stipulate to a stay of the *Mason* action pending this Court’s final approval of the settlement agreement in *Reni*. With this motion, the Parties also submit a stipulation and proposed order granting Plaintiffs leave to file a Third Amended Complaint. The parties agreed that Defendants need not file an Answer to Plaintiffs’ Third Amended Complaint.

² The proposed settlement is attached to the Declaration of Laura L. Ho (“Ho Decl.”), submitted herewith, at Ex 1 (“Settlement Agreement” or “Settlement”). The total settlement amount may increase if there is a 10% increase in the number of Work Weeks encompassed by the Settlement Class during the Class Period as compared to the number of Work Weeks identified in the data Defendants provided for mediation. If there is a 10% increase in number of Work Weeks, the Gross Settlement Amount will increase by 1% for every 1% increase in Work Weeks over the 10% threshold. Settlement Agreement ¶ 22; *infra* Section II.C.1.

1 Plaintiffs' Complaint alleges that, as to Medical Crewmembers, Defendants failed to pay daily
2 overtime and failed to pay minimum wage or the regular rate of pay for hours worked during on-call shifts.
3 As to all Flight Crewmembers, Plaintiffs allege that Defendants failed to include certain types of
4 compensation in calculating the regular rate of pay for overtime purposes, failed to provide off-duty meal and
5 rest breaks, required Flight Crewmembers to work off the clock, failed to provide accurate wage statements,
6 and failed to pay all wages owed at discharge. Plaintiffs also bring a claim under the Unfair Competition
7 Law, California Business and Professions Code section 17200 *et seq.* ("UCL"), as well as representative
8 claims under the Private Attorneys General Act, California Labor Code section 2698 *et seq.* ("PAGA").
9 Defendants contend that their employment policies and practices are lawful and appropriate.

10 Less than two years after the case was filed, the parties participated in an all-day mediation session
11 with respected mediator Mark Rudy. Following the mediation, the parties accepted a mediator's proposal,
12 and negotiated for many months over the details, including injunctive relief, of the Agreement to Settle Class
13 and PAGA Claims ("Settlement Agreement" or "Settlement"), which is now presented to the Court for
14 preliminary approval. Under the Settlement, Defendants agreed to pay at least \$15 million dollar into
15 settlement fund and to enact significant changes to its pay practices and policies.

16 In this Motion, Plaintiffs request the Court to (1) grant preliminary approval of the proposed
17 Settlement, including the settlement amount and the plan for allocation and distribution of settlement funds,
18 (2) approve the proposed notice plan and the dates by which Settlement Class Members must opt out or object
19 to the Settlement, (3) appoint Atticus Administration, LLC as Settlement Administrator, (4) conditionally
20 certify the proposed Settlement Class, (5) conditionally appoint Plaintiffs as Class Representatives and
21 Plaintiffs' Counsel, Goldstein, Borgen, Dardarian & Ho, as Class Counsel for the Settlement Class, and (6)
22 schedule a hearing date for Plaintiffs' Motion for Final Approval of Class and Representative Action
23 Settlement, Motion for Attorneys' Fees and Costs, and Motion for Service Awards. Defendants do not
24 oppose this motion.

25 **II. BACKGROUND**

26 **A. Factual Background and the Parties' Positions**

27 Defendant REACH Air Medical Services, LLC ("REACH") provides air medical transport services
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1 by helicopter and other aircraft. Defendant CALSTAR Air Medical Services LLC was an air medical
2 transport provider that was acquired by REACH in 2016. REACH is a subsidiary of Defendant REACH Air
3 Medical Holdings, LLC, a holdings company.

4 Plaintiffs and putative class are current and former employees of Defendants, who worked in
5 California as Flight Crewmembers (including Flight Nurses, Flight Paramedics, and Pilots) responsible for
6 the medical care and transportation of patients. Flight Crewmembers, non-exempt employees paid on an
7 hourly basis, are dispatched from bases located throughout California. Between flights, Flight Crewmembers
8 are required to remain on their assigned bases for 12- or 24-hour shifts, ready to depart within minutes on a
9 medical transportation flight. Flight Nurses and Flight Paramedics (together, “Medical Crewmembers”) are
10 typically scheduled for seven 24-hour shifts and one 12-hour on-call shift every four weeks. Pilots typically
11 work a rotating schedule of seven 12-hour shifts over seven consecutive days followed by seven days off.

12 Plaintiffs allege that Defendants failed to pay Flight Nurses and Flight Paramedics daily overtime.
13 Instead, Defendants paid Medical Crewmembers overtime only for hours worked over 40 in a week.
14 Plaintiffs further allege that Flight Crewmembers are owed unpaid overtime pay because Defendants failed to
15 include certain types of compensation in calculating Flight Crewmembers’ “regular rate of pay,” such as
16 preceptor pay and medical crew lead pay. Defendants contend that their overtime policies are compliant
17 because, under California Industrial Welfare Commission Wage Order 9-2001 (“Wage Order 9”), California
18 Code of Regulations, title 8, section 3(K), Flight Nurses and Flight Paramedics are “ambulance drivers and
19 attendants” and exempt from daily overtime requirements. Defendants also argue that they have correctly
20 calculated Flight Crewmembers’ regular rate of pay.

21 Plaintiffs also allege that Defendant failed to provide off-duty meal and rest breaks. Among other
22 defenses, Defendants contend that Proposition 11, passed in 2018, requires Flight Crewmembers to remain
23 on-call for flight transports during meal and rest breaks, that Flight Crewmembers had time during their shifts
24 to take breaks, and that Crewmembers signed on-duty meal agreements.

25 In addition, Plaintiffs allege that Defendants required them to work off the clock completing pass
26 down duties between in-coming and out-going Flight Crewmembers during “shift transitions.” In-coming
27 Flight Crewmembers begin their shifts at the same time as the off-going Crewmembers, whom they relieve,
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1 are scheduled to leave—in other words, their shifts are not scheduled to overlap. Plaintiffs allege that
2 Defendants routinely failed to compensate Flight Crewmembers for their time spent on shift transitions.
3 Defendants contend that all employees are instructed to record all hours worked and are paid for that time,
4 and that timekeeping records show that a significant portion of Flight Crewmembers did record this time.

5 Next, Plaintiffs allege that Defendants’ wage statements contain both facial and derivative violations
6 of the California Labor Code. Defendants failed to list Plaintiffs’ legal employer and the employer’s address,
7 failed to clearly list total hours worked, and listed hours and rates that were not “hours worked.” Plaintiffs
8 also allege wage statement violations that are derivative of the Labor Code violations described above, such
9 as the failure to include all time and wages owed for work during shift transitions or all meal or rest period
10 premiums owed. Defendants argue that their wage statements accurately identified Flight Crewmembers’
11 legal employer and an address at which their employer could be contacted and that other facial violations
12 only occurred in a limited number of circumstances. Because Defendants contend that they will win
13 underlying Labor Code claims, they argue they are not liable for derivative wage statement violations, and, in
14 the alternative, Flight Crewmembers were not injured by any wage statement deficiencies.

15 Finally, Plaintiffs allege waiting time violations and argue that Defendants willfully failed to pay all
16 wages owed to Flight Crewmembers at the time their employment with Defendants ended. Defendants owe
17 terminated employees overtime wages, minimum wages, and meal and rest break premiums based on the
18 underlying Labor Code violations described above. Defendants again argue that they will win on the
19 underlying Labor Code claims, and that they had have a good-faith defense to any waiting time claims.

20 **B. Procedural Background**

21 On August 7, 2020, Plaintiffs gave written notice by certified mail of Defendants’ alleged violations
22 of various provisions of the California Labor Code to the Labor and Workforce Development Agency
23 (“LWDA”) and to Defendants. Ho Decl., at ¶ 4. Plaintiffs supplemented their notice on August 21, 2020 and
24 April 13, 2021. *Id.* ¶ 5. The LWDA has not indicated an intention to investigate the alleged violations. *Id.*
25 Plaintiffs filed their original complaint in this Court on August 21, 2020, followed by a First Amended
26 Complaint on October 26, 2020, and a Second Amended Complaint on June 18, 2021. *Id.* at ¶ 6. Defendants
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1 answered the First Amended Complaint on November 25, 2020 and the Second Amended Complaint on July
2 20, 2021.

3 The Parties engaged in extensive formal discovery. Defendants took remote depositions of six
4 Named Plaintiffs. Defendants and Plaintiffs have each exchanged responses to special and form
5 interrogatories and requests for production. Defendants produced over 6,000 pages of documents, including
6 policy documents, job descriptions, and a class list and Plaintiffs produced over 3,000 pages of documents
7 including personal calendars, hiring letters, and professional licensure and certification information. *See Ho*
8 *Decl.*, at ¶ 7.

9 Plaintiffs and Defendants discussed discovery requests and responses in numerous phone calls and
10 emails and exchanged over 25 meet and confer letters. Among other topics, these discussions clarified
11 information necessary to estimate damages and followed up on any outstanding policy documents referenced
12 in Defendants' prior document productions. In July 2021, the Parties participated in an informal discovery
13 conference related to Plaintiffs' allegations that REACH Medical Holdings, LLC is an employer of Named
14 Plaintiffs and Class Members and to Plaintiffs' request that Defendants produce documents identifying wage
15 and hour protections from which Defendants believe Flight Crewmembers were exempt. The Court issued a
16 letter responding to the informal discovery conference on August 13, 2021, and Defendants responded to
17 discovery requests and produced documents according to the recommendations in the Court's letter. *See id.*
18 ¶ 8.

19 The Parties also met and conferred for almost a year to discuss the scope of Plaintiffs' depositions of
20 corporate officers. Plaintiffs served a notice of deposition of person most qualified on October 20, 2021 and
21 Defendants served their objections on December 6, 2021. The Parties were in the process of scheduling
22 depositions for February 2022, when they agreed to postpone depositions pending mediation. *See id.* ¶ 9.

23 In addition to formal exchanges of discovery with Defendants, Plaintiffs' Counsel undertook
24 substantial independent investigation, including in-depth discussions with approximately 40 Flight
25 Crewmembers from various bases across California. *See id.* ¶ 10.

26 On November 3, 2021, Defendants filed a notice of related case, *Mason v. REACH Air Medical*
27 *Services, LLC*, case number 34-2021-0030889. Plaintiffs' Counsel in the *Reni* action and plaintiff's counsel
28

1 in the *Mason* action agreed that the *Reni* counsel, Goldstein, Borgen, Dardarian & Ho (“GBDH”), will serve
2 as lead counsel in both cases. *See id.* ¶ 11.

3 Both Parties then agreed to engage in private mediation. This Court and the *Mason* court stayed
4 discovery pending mediation. In preparation for mediation, Defendants produced classwide timekeeping and
5 pay records, and Plaintiffs analyzed this data to evaluate Defendants’ potential liability. Both Parties
6 exchanged detailed mediation briefs and damages assessments with each other and with the mediator. *See id.*
7 ¶ 12.

8 On July 7, 2022, the Parties attended a day-long mediation with Mr. Rudy. The Parties did not reach
9 a settlement at the end of the day, but Mr. Rudy prepared a mediator’s proposal. Both parties discussed the
10 proposal and agreed to accept it on August 22, 2022. The Parties spent the next many months negotiating the
11 long-form settlement agreement, which included injunctive relief. *See id.*

12 **C. The Terms of the Settlement**

13 This Settlement resolves Plaintiffs’ and the Proposed Class’s claims against Defendants. The basic
14 terms of the Settlement are:

15 **1. Settlement Fund**

16 Defendant has agreed to pay a total Settlement Fund of at least \$15 million which includes all
17 settlement payments to the over 700 eligible Class Members, class administration costs, Class Counsel fees
18 and costs, service awards to Named Plaintiffs, and a \$500,000 PAGA fund (75% to be paid to the State of
19 California). Settlement Agreement ¶ 50. Defendants will separately pay for its share of payroll taxes. *Id.*
20 ¶ 52. None of the funds shall revert back to Defendants. *Id.* ¶ 50. The Settlement agreement also contains
21 an escalator clause which provides for scaled increases in the Settlement Fund in the event that there is a 10%
22 increase in the number of Work Weeks encompassed by the Settlement Class during the Class Period as
23 compared to the data Defendants provided for mediation. *Id.* ¶ 22.

24 **2. Changes in Work Rules**

25 Defendant has agreed to pay daily overtime to Medical Crewmembers. *Id.* ¶ 55(a). Defendants also
26 will update their meal period policies to reflect the requirements of Proposition 11 and create a system for
27 Flight Crewmembers to record premiums for missed or interrupted meal or rest breaks; will update their
28

1 Standard Operating Procedures to instruct Flight Crewmembers to record all time spent on shift transitions;
2 will include certain payments in calculating Settlement Class Members' regular rates of pay; and will make
3 updates to their wage statements. *Id.* ¶ 55(a-f). Defendants will maintain each of these changes for at least
4 two years or until any appellate court or California's Department of Labor Standards Enforcement concludes
5 that a change goes beyond the requirements of California law, whichever is sooner. *Id.* ¶ 55. Defendants
6 have agreed that after making these changes, the annual compensation for employees in class position will
7 increase by at least \$1,400,000 from 2022 compensation levels. Based on the number of employees in each
8 position and their market rates, flight nurses will see the biggest share of that increase (nearly half), while
9 flight paramedics will receive approximately 20% of the total increased compensation and pilots will receive
10 approximately 30% of the increased compensation. *Id.* ¶ 55(h).

11 **3. Class Definition and Class Period**

12 The Class is defined as "All persons employed as non-exempt Flight Nurses, Flight Paramedics, or
13 Pilots by REACH Air Medical Services, LLC or CALSTAR Air Medical Services LLC in the State of
14 California at any time between August 21, 2016 and either 60 days from the date this Agreement is executed
15 by all Parties or the date of preliminary approval, whichever first occurs." *Id.* ¶ 3.

16 **4. Attorneys' Fees, Costs, and Names Plaintiffs' Service Payments**

17 The Settlement provides for payment of up to one-third of the Settlement amount, or about \$5
18 million, to Class Counsel as attorney's fees, and up to \$60,000 for reimbursement of litigation costs. *Id.*
19 ¶ 50(d). It also specifies that up to \$120,000 is allocated to payments to the Named Plaintiffs as Service
20 Payments and as consideration for the mutual general releases for the nine Named Plaintiffs. Plaintiffs will
21 request \$15,000 for each Named Plaintiff who was deposed and \$10,000 for each Plaintiff who was not
22 deposed. *Id.* ¶ 50(b).

23 **5. Settlement Administrator and Administration Costs**

24 The Settlement proposes the appointment of Atticus Administration, LLC as Settlement
25 Administrator and allocates up to \$30,000 for payment of administration expenses. *Id.* ¶ 6. Plaintiffs'
26 Counsel sought bids from different administrators and selected what they viewed as the best option for the
27 Class. Ho Decl. ¶ 15.

1 **6. PAGA Allocation**

2 The Settlement allocates \$500,000 to PAGA penalties, with 75% of that amount (\$375,000) to be
3 paid to the LWDA. *Id.* ¶ 50(a). The LWDA shall receive notice of the settlement at the same time the
4 Settlement is provided to the Court, as well as notice of the date, time, and location of the preliminary
5 approval hearing prior to the date set for the preliminary approval hearing. Ho Decl., at ¶ 31. Plaintiffs’
6 Counsel will notify the LWDA of the date, time, and location of the final approval hearing. *Id.* Opting out
7 of the Settlement does not opt the Settlement Class Member out of the PAGA payment or release.
8 Settlement Agreement ¶ 44(c).

9 **7. Net Settlement Fund**

10 The Net Member Settlement Fund – *i.e.*, the amount remaining of the Settlement Fund after
11 deductions for attorneys’ fees and costs, the LWDA payment, settlement administration expenses, and the
12 Class Representative Service Awards—will be distributed according to a formula based on Work Weeks and
13 job position (Medical Crewmembers weighted more heavily than Pilots to reflect their unique claims),
14 weighted by calendar years to account for annual interest. Settlement Agreement ¶ 50(i).

15 **8. Settlement Administration and Notice Procedures**

16 The Settlement Administrator will, among other tasks, distribute a Notice Packet to each Class
17 Member, and use skip-tracing and remailing when necessary for delivery; calculate payouts for each
18 Settlement Class Member and disclose this amount along with each Settlement Class Member’s total number
19 of Work Weeks and dates of employment during the Class Period; draw and distribute checks to Settlement
20 Class Members who do not opt-out; administer the Settlement Fund; mail any necessary tax reporting forms
21 to Settlement Class Members, the Parties, and the Settlement Fund; and report to the Court on the notice/opt
22 out process and payment of the Settlement Fund. *Id.* ¶ 6. Within 21 days of the preliminary approval order,
23 Defendants will provide the Settlement Administrator with the contact information of the Settlement Class
24 Members, their names, last known home addresses, social security numbers, last known personal phone
25 numbers, last known personal emails (if known), the number of Work Weeks in the Class Period, and job
26 positions. *Id.* ¶ 40. Individual notice will be mailed to all Settlement Class Members within 28 days after the
27 Settlement Administrator receives the foregoing information. *Id.* ¶ 42.

1 **9. Class Notice**

2 The proposed Class Notice explains the terms of the Settlement and how to receive a Settlement
3 Payment, object, or opt out. *Id.* ¶ 10, Ex. A. All requests for exclusion must be submitted by mail to the
4 Court no later than 45 days after the Class Administrator’s mailing of the Class Notice or 15 days after a re-
5 mailing of Notice, whichever is later.. *Id.* ¶ 44(a). Class Members will be able to submit objections in
6 writing or orally at the Fairness Hearing. *Id.* Class Notice will also inform Settlement Class members of
7 how to submit disputes regarding their dates worked or job position. *Id.* ¶ 44(d).

8 **10. Tax Consequences of Settlement Payments**

9 The Parties agree that 50% of each Class Member Award shall be allocated to Form W-2 wages, and
10 50% to penalties, interest, and other non-wages subject to Form 1099 reporting. *Id.* ¶ 51(a). Each PAGA
11 Award shall be allocated as 100% penalties subject to Form 1099 reporting. *Id.* The Class Administrator
12 will calculate from the Net Settlement Fund each Eligible Class Member’s share of the settlement, employee
13 taxes, deductions, contributions and other amounts required to be paid to government agencies and/or tax
14 authorities, which amounts then shall be paid by the Class Administrator from the Settlement Fund.
15 Defendants are responsible for payment of all employer payroll taxes. *Id.*

16 **11. Scope of Release and Final Judgment**

17 The release contemplated by the proposed Settlement corresponds to the claims made against
18 Defendants in the *Reni* and *Mason* complaints and to the violations identified in Plaintiffs’ PAGA notices.
19 *Id.* ¶ 33. The Released Claims include all claims that were or could have been raised arising from or based
20 on facts alleged in the complaints or PAGA notices. *Id.* ¶ 34. The Named Plaintiffs additionally agree to a
21 general release of all potential claims against Defendants, as part of the consideration for their proposed
22 service awards. *Id.* ¶ 49.

23 **III. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT BECAUSE IT**
24 **IS FAIR, REASONABLE, AND ADEQUATE**

25 **A. The Two-Step Settlement Approval Process**

26 A class action settlement requires “approval of the court after a hearing.” Cal. Rule of Court
27 3.769(a). Court approval is a two-step process: (1) the court undertakes a preliminary review of the fairness,
28

1 reasonableness, and adequacy of the settlement, and (2) the court conducts a detailed review after notice has
2 been distributed to Class Members for their comments or objections. *Id.* at 3.769(c)-(g); *Cellphone*
3 *Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009).

4 After notice of settlement has been distributed, then the court considers the extent of opt-outs,
5 evaluates any objections, and makes a final determination whether to approve the settlement. Cal. Rule of
6 Court 3.769(f), (g); *Cellphone Term. Fee Cases*, 180 Cal. App. 4th at 1118. In deciding whether a settlement
7 is reasonable at the final fairness stage courts consider: (1) the strength of the plaintiff’s case balanced against
8 the settlement amount; (2) “the risk, expense, complexity and likely duration of further litigation, including
9 the risk of maintaining class action status through trial;” (3) “the extent of discovery completed and the stage
10 of the proceedings;” (4) “the experience and view of counsel” and (5) “the reaction of the class members to
11 the proposed settlement.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008) (citing *Dunk*
12 *v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996)) (internal quotations omitted).

13 The trial court has broad discretion in determining whether a settlement is fair. *See In re Sutter*
14 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 504-05 (2009). A “presumption of fairness” exists
15 when: (1) a settlement is reached through arm’s length bargaining; (2) investigation and discovery are
16 sufficient to allow counsel and the Court to act intelligently; (3) counsel is experienced in similar litigation;
17 and (4) the percentage of objectors is small.³ *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 245
18 (2001) (internal citation omitted) (disapproved of on another ground by *Hernandez v. Restoration Hardware,*
19 *Inc.*, 4 Cal. 5th 260, 269 (2018)).

20 **B. The Settlement Merits a Preliminary Finding of Reasonableness.**

21 Preliminary approval is appropriate because the Settlement is within the range of reasonableness for
22 each factor that the Court will consider at the final approval hearing.

23 **1. In Light of Significant Litigation Risks, the Settlement Provides Reasonable**
24 **Compensation for Class Members’ Damages and Substantial Injunctive Relief.**

25 The amount of the settlement in light of the strength of the plaintiff’s case is the most important
26 “reasonableness” factor. *See Kullar*, 168 Cal. App. 4th at 130. This \$15 million, non-reversionary

27 _____
28 ³ The factor regarding percentage of objectors is not pertinent at the preliminary approval stage since
notice has not yet been distributed.

1 Settlement will provide Class Members with a substantial payment for their claims, as well as meaningful
2 injunctive relief for current and future Flight Crewmembers, without the risks of continued litigation. Based
3 on class data that ended in October 2021, Plaintiffs calculated rough estimated average awards of about
4 \$16,000 for each Medical Crewmember and about \$4,000 for each Pilot,⁴ or about \$12,000 per Class
5 Member. Ho Decl. ¶ 23. The difference in Work Week value between Medical Crewmembers and Pilots
6 reflects the daily overtime and minimum wage claims that are unique to Medical Crewmembers and the
7 strength of Medical Crewmembers’ daily overtime claim, as explained in more detail below.

8 The Settlement’s monetary relief compares favorably with Plaintiffs’ Counsel’s calculations of the
9 realistic exposure to Defendants on the class claims. *Id.* ¶ 24. Plaintiffs provide below a summary of the
10 value of each claim that is being settled. The risks of each claim will be addressed in turn, along with a
11 comparison of the estimated potential recovery at trial on each claim compared to the discounted settlement
12 amount attributable to each claim. As explained below, when accounting for the various litigation risks on
13 Defendants’ various arguments regarding the unsuitability of these claims for class treatment and on the
14 merits of each claim, the settlement compares favorably with a *realistic* estimated exposure on each claim,
15 which amounts in total to about \$15 million (excluding PAGA).

16 **a. Overtime Claims**

17 **i. Medical Crewmembers’ Overtime Claims**

18 Plaintiffs’ claim that REACH failed to pay daily overtime to Medical Crewmembers makes up the
19 bulk of Plaintiffs’ Counsel’s estimated full damages to the Class. However, this claim presents significant
20 litigation risks because it hinges on whether Section 3(K) of Wage Order 9 (“Section 3(K)”), which exempts
21 “ambulance attendants and drivers” from daily overtime requirements, applies to Flight Nurses and Flight
22 Paramedics. No appellate courts have addressed this question directly. *Id.* ¶ 24(a).

23 _____
24 ⁴ The recovery for Pilots is favorable compared to similar lawsuits against air medical transportation
25 companies. In July 2020, the Northern District of California approved a \$1,750,000 settlement for a
26 class of 344 pilots for similar claims. See Request for Judicial Notice in Support of Plaintiffs’ Motion
27 for Preliminary Approval of Class and Representative Action Settlement (“RJN”), filed herewith, Ex. 1
28 (*Toolajian v. Air Methods Corp.*, No. 3:18-cv-06722-AGT, 2020 WL 8674091 (N.D. Cal. July 31, 2020)), The estimated net settlement fund was \$1,156,593.46, which, distributed among the 344 pilots results in an average award of \$3,362.19. See RJN Ex. 2 (Pls.’ Mot. Final Approval of Class Action Settlement 5, 7, *Toolajian v. Air Methods Corp.*, No. 3:18-cv-06722-AGT (N.D. Cal. June 5, 2022), ECF No. 57). This settlement took place *before* the 2021 California Department of Labor Standards Enforcement (“DLSE”) letter discussed below.

1 Plaintiffs argue that Section 3(K) does not apply to Flight Paramedics and Flight Nurses both because
2 they are far more highly trained than the entry-level workers intended by the term “ambulance attendants and
3 drivers” and because they work on aircraft and not on ground ambulances. In opposition, Defendants will
4 likely point to *Auchmoody v. 911 Emergency Servs.*, 214 Cal. App. 3d 1510, 1514 (1989), where a California
5 Court of Appeal applied Section 3(K) to paramedics without any discussion of whether “ambulance
6 attendants” should be limited to entry-level workers, and to *Stewart v. San Luis Ambulance, Inc.*, 878 F. 3d
7 883 (9th Cir. 2017), where the Ninth Circuit applied Section 3(K) to an EMT without any dispute as to
8 whether “ambulance attendant” covered workers of his skill level. Although these cases do not rule directly
9 on whether Section 3(K) applies to Medical Crewmembers who work on aircraft, they show that applying
10 the term “ambulance attendant” to highly skilled medical personnel may be uncontroversial.

11 A November 2021 opinion letter from the DLSE further strengthens Defendants’ position that
12 Section 3(K) applies to Plaintiffs. See Request for Judicial Notice in Support of Plaintiffs’ Motion for
13 Preliminary Approval of Class and Representative Action Settlement (“RJN”), filed herewith, Ex. 15. The
14 DLSE letter interpreted meal and rest break exemptions for “emergency ambulance employees” to apply to
15 Flight Crews, including pilots, air paramedics, and air nurses, who worked for a REACH competitor, PHI
16 Air Medical, LLC. *Id.*; Ho Dec. ¶ 24(a). While the DLSE’s letter interprets meal and rest break exemptions
17 created by Proposition 11 (discussed below) and does not directly interpret Section 3(K), Defendants could
18 argue that the DLSE’s expansive interpretation of “emergency ambulance employee” and refusal to
19 distinguish between ground ambulances and air medical transport providers is persuasive authority for
20 including Flight Nurses and Flight Paramedics in Section 3(K)’s definition of “ambulance drivers and
21 attendants.”

22 The DLSE letter and *Stewart* both post-date the 2017 trial court finding that Section 3(K) does not
23 apply to Flight Nurses and Flight Paramedics. See RJN Ex. 3 (Final Statement of Decision 4, *Helmick v. Air*
24 *Methods Corp.*, No. RG13665373 (Alameda Cnty. Super. Ct. Aug. 23, 2017)).

25 Defendants are also likely to argue that even before the Court addresses the evolving law on the 3(K)
26 exemption, they will prevail at class certification on Plaintiffs’ overtime claims. Defendants will likely argue
27 that a court cannot decide on a class basis whether the 3(K) exemption applies in the instant case because
28

1 Medical Crewmembers, depending on which bases they are working out of and the regulations of the
2 counties in which they work, sometimes complete portions of their trips in ground ambulances. Defendants
3 will likely argue that determining the amount of time in the air and on the ground would require
4 individualized inquiries into how often particular Medical Crewmembers traveled by ground ambulance. Ho
5 Dec. ¶ 24(b).

6 Defendants also contend that their policies resulted in overpayments to Medical Crewmembers
7 because, under Section 3(K) and Medical Crewmembers' 24-hour shift agreements, Defendants are allowed
8 to deduct time for sleeping and for meal periods, but Defendants instead paid Medical Crewmembers for that
9 time. Defendants might argue that damages to the class should be offset by up to 11 hours per shift for sleep
10 time and meal breaks. Defendants might also argue that determining how much meal or sleep time Medical
11 Crewmembers received for purposes of calculating damages will lead to individualized questions about how
12 busy different Crewmembers were during their shifts and how often they were prevented from sleeping and
13 eating due to transport requests. Defendants also contend that their written policy documents provide for a
14 midnight-to-midnight workday definition rather than based on the start of each Medical Crewmembers' shift.
15 *Id.*

16 Medical Crewmembers' overtime claims also include the miscalculation of their regular rate of pay.
17 Plaintiffs allege that Defendants undercalculated Medical Crewmembers' overtime rate of pay by failing to
18 include all forms of compensation, such as call-in shift pay (*i.e.* compensation for hours actually worked after
19 being called in from an on-call shift), preceptor pay, medical crew lead pay, and childcare incentive pay in
20 determining their regular rate of pay. Defendants will likely argue, that Defendants are electing to pay for
21 more hours at an overtime rate than they are required to, and that call-in pay – the most significant form
22 compensation affecting the regular rate – should not be included in the regular rate. Defendants are less likely
23 to prevail on arguments related to preceptor pay, medical crew lead pay, and childcare incentive payments
24 (the childcare incentive pay lasted only for a limited period during the COVID-19 pandemic) but these
25 relatively small amounts have smaller impact on Plaintiffs' damages. *Id.* ¶ 24(c).

26 Plaintiffs estimate that Defendants' maximum wage exposure on the overtime claim for Medical
27 Crewmembers is approximately \$20,638,000, including interest. *Id.* ¶ 24(d). To arrive at a more realistic
28

1 exposure on this claim, Plaintiffs applied a 20% discount for class certification risks, a 30% discount for the
2 risk that Defendants prevail on their Section 3(K) arguments, a 10% discount based on Defendants' regular
3 rate of pay arguments, and a 25% discount for Defendants' position that they are entitled to an offset of sleep
4 time and that overtime should be calculated on a midnight-to-midnight workday. Therefore the realistic
5 exposure on Medical Crewmembers' overtime claims, given litigation risks, is \$7,801,000. *Id.*

6 Additionally, the Settlement requires REACH to begin paying daily overtime and to include
7 preceptor and call-in premiums in calculating the regular rate of pay and to increase annual compensation for
8 employees in class positions based on all of the injunctive relief changes. Plaintiffs' Counsel believe this is
9 an excellent result for the class, especially considering the risks outlined above and the efficiency with which
10 this claim was resolved. *Id.*

11 **ii. Pilots' Overtime Claims**

12 Plaintiffs allege that Defendants miscalculated Pilots' overtime rate of pay by failing to include all
13 forms of compensation, such as workover (*i.e.* additional shifts during their 14-day rotation) and training pay
14 premiums. Defendants will likely argue that workover pay and training pay, which are provided to Pilots for
15 work outside of their scheduled shifts should already be considered overtime premiums. Therefore,
16 Defendants will contend that they do not need to include these types of compensation in calculating the
17 overtime rate. *Id.* ¶24(e).

18 Defendants will also likely argue that, as to any nighttime shifts Pilots worked that went past
19 midnight, Defendants were not required to pay as much overtime as they did. Defendants have designated
20 their workday as midnight to midnight in their written policies, and Pilots' nighttime shifts begin in the
21 evening. Consequently, Defendants will argue they were entitled to consider Pilots' night shifts as ending at
22 midnight and count their 12-hour shift as two shorter shifts. Defendants will likely argue that they are
23 entitled to an offset to damages for any hours of overtime they paid beyond what was required based on
24 calculating daily overtime as starting at the beginning of the shift. *Id.*

25 Plaintiffs estimate that the maximum value of Pilot's overtime claim is \$694,000, including interest.
26 Plaintiffs applied a 10% discount for class certification risks and a 25% discount for risks on their regular rate
27 arguments, and estimate that a realistic exposure for Pilots' overtime is approximately \$468,000. *Id.* ¶ 24(f).

1 **b. Meal and Rest Break Claims**

2 Plaintiffs’ claims that Defendants failed to provide off-duty meal and rests breaks also face
3 significant litigation risks on the merits and at class certification. Most saliently, Proposition 11, passed by
4 voters in November 2018 allows “emergency ambulance employees” to take meal and rest breaks during
5 which they are “on call,” meaning they can be required to carry a communication device during breaks so
6 that they can respond to emergencies. As mentioned above, in an opinion letter to REACH’s competitor
7 PHI, the DLSE interpreted the term “emergency ambulance employees” in Proposition 11 to apply to flight
8 crews, including pilots, employed by air medical transport companies. There is therefore a risk that the Court
9 will adopt the DLSE’s interpretation, which would significantly lower the number of meal and rest break
10 violations to those where Class Members were interrupted during a break or not provided a break at all.
11 These violations would be more difficult to prove with classwide evidence. Defendants will also argue that
12 Flight Crewmembers often had enough downtime during their shifts to take uninterrupted meal and rest
13 breaks, and that whether each class member was able to take meal and rest breaks will result in
14 individualized determinations not suited for class treatment. Ho Dec. ¶ 24(g).

15 Defendants have also raised several complete defenses to meal and rest break claims, such as
16 preemption under the Airline Deregulation Act and signed on-duty meal period agreements. Plaintiffs expect
17 Defendants to argue against class certification by showing that class members had enough downtime during
18 their 24-hour shifts to enable regular meal and rest breaks without interruption. Defendants will likely
19 contend that any assessment of meal and rest break violations would necessitate individualized inquiry into
20 the call frequency each Flight Crewmember experienced at their base. This would be particularly true as to
21 10-minute rest breaks: Plaintiffs expect Defendants claim that individualized evidence, such as personal cell
22 phone and financial records, can show that Plaintiffs were able to take breaks for personal tasks throughout
23 shifts. *Id.* Courts have declined to certify meal and rest period cases in similar circumstances. *See, e.g.,*
24 *Dailey v. Sears, Roebuck & Co.*, 214 Cal. App. 4th 974, 1000-1002 (2013).

25 Plaintiffs believe that, including interest, the maximum exposure Defendants face if the class were to
26 prevail on the meal and rest break claims is \$5,346,000 for Medical Crew meal breaks and \$5,346,000 for
27 Medical Crew rest breaks. The estimated maximum exposure is \$6,042,000 for Pilot meal breaks and
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1 \$6,042,000 for Pilot rest periods. To reach these estimates, Plaintiffs assumed one meal and one rest break
2 violation for each class member per shift. Ho Dec. ¶ 24(h).

3 For Flight Crewmembers' meal period claims, Plaintiffs applied a 50% discount for class certification
4 risks, a 40% discount for Defendants' Proposition 11 argument, then a 5% discount for on-duty meal period
5 agreements, followed by a 10% discount for preemption arguments. For Flight Crewmembers' rest period
6 claims, Plaintiffs applied a 50% discount for class certification risks, a 40% discount for Proposition 11
7 arguments, and a 10% discount for preemption arguments. Accordingly, Plaintiffs estimate that Defendants'
8 realistic exposure for Medical Crewmembers is \$1,371,000 for meal break violations and \$1,443,000 for rest
9 period violations. For Pilots, Plaintiffs estimate that Defendants' realistic exposure is \$1,549,000 for meal
10 period violations and \$1,631,000 for rest period violations. *Id.* ¶ 24(i).

11 In addition to paying damages, REACH has agreed to inform all Flight Crewmembers of Proposition
12 11's protections for employees who receive late breaks, are not provided a break, or are interrupted during
13 their breaks. Consequently, although Flight Crewmembers are allowed to carry a communication device
14 during meal and rest breaks, Flight Crewmembers will be able to record a missed or interrupted meal or rest
15 period and receive a premium payment. *Id.* ¶ 24(j).

16 **c. Off-the-Clock Claims**

17 For their off-the-clock claims, Plaintiffs expect to show that Defendants knew or should have known
18 that Class Members routinely worked several minutes before or after their shifts without compensation to
19 complete shift transition duties with the outgoing or incoming Flight Crew. Plaintiffs expect to show that
20 Standard Operating Procedures given to employees anticipate that crews will need to spend 15 minutes on
21 each shift transition, and to submit evidence that Class Members were told to only record time beyond their
22 scheduled shifts for specific activities, like late flights or patient charting. *Id.* ¶ 24(k).

23 Plaintiffs' off-the-clock claim, however, faces several litigation risks, particularly at the class
24 certification stage. Defendants will argue that any off-the-clock violations require individualized inquiries
25 because timekeeping data show that a significant number of Class Members did record some time for shift
26 transition, because Defendants do not have a written policy preventing Class Members from recording shift
27 transition time, and because instructions regarding recording this time may have varied from base to base or
28

1 manager to manager. Defendants will likely argue that they did not know and should not have known that
2 Class Members were working off-the-clock. *Id.*

3 Plaintiffs estimate Defendants' maximum exposure if the class were to prevail on this claim is
4 approximately \$1,381,000 for Medical Crewmembers and \$3,221,000 for Pilots. These figures include
5 interest and assume that every Class Member accrued 15 minutes of off-the-clock work on every shift.
6 Plaintiffs applied a 75% discount for class certification risks, and an additional 30% discount for risks of
7 losing on the merits for Defendants' argument that they did not have knowledge of off-the-clock work.
8 Plaintiffs then applied a 50% discount to account for the fact that some Class Members may have recorded
9 shift transition time. Thus, Defendants' realistic exposure on off-the-clock claims is \$120,000 for Medical
10 Crewmembers and \$281,000 for Pilots. *Id.* ¶ 24(l).

11 **d. Minimum Wage for Medical Crewmembers' On-Call Shifts**

12 Plaintiffs allege that Medical Crewmembers are entitled to minimum wage for their 12-hour on-call
13 shifts because Defendants' significant restrictions on Plaintiffs time during on-call shifts cause those shifts to
14 be "hours worked." Defendants will likely argue that they did not exhibit the requisite amount of control
15 over Medical Crewmembers during on-call hours to support a minimum wage claim, particularly since
16 Medical Crewmember do not remain on base during on-call shifts and have hours to get to the base once
17 called into work. *See Mendiola v. CPS Sec. Sols., Inc.*, 60 Cal. 4th 833, 840 (2015) (describing non-
18 exhaustive factors for determining employer control, such as geographic restrictions on employee's
19 movements and frequency of calls). At the class certification stage, Defendants will likely argue that the
20 factors determining employer control require individualized inquiries because of differences in driving
21 distances to bases, frequency of on-call shifts, and manager communications regarding expectations for on-
22 call shifts. *Id.* ¶ 24(m).

23 Plaintiffs estimate that the full relief on their minimum wage claim amounts to approximately
24 \$393,000, including interest and liquidated damages. This amount represents the difference between the
25 applicable statewide minimum wage in effect and the \$10 per hour Defendants actually paid for on-call hours.
26 After applying a 30% discount for class certification risks and a 50% discount for risks of losing on the merits,

1 Plaintiffs' Counsel estimate that the realistic exposure of the minimum wage claim is approximately
2 \$137,000. *Id.* ¶ 24(n).

3 **e. Wage Statement, Waiting Time, and Derivative Claims**

4 Plaintiffs allege that Defendants' wage statements failed to include the name and address of Class
5 Member's legal employer because it failed to list REACH Medical Holdings, LLC and the address for
6 REACH Air Medical Services, LLC, which is based in California, is listed at an address in Texas. Plaintiffs
7 also allege that some hours listed on wage statements, such as the one hour listed for childcare incentive, are
8 incorrect and correspond to per shift pay on top of their base hourly rate rather reflecting additional hours
9 worked. *Id.* ¶ 24(o).

10 In opposition, Defendants will likely argue that REACH Air Medical Services, LLC or CALSTAR
11 Air Medical Services LLC, the names which appeared on the wage statements during the class period, were
12 the correct and sole employers. Therefore, there is a risk that Plaintiffs will be unable to establish that the
13 holding company is a joint employer that was required to be listed on wage statements. Defendants will
14 likely argue that the address on the wage statements correspond to a shared payroll address for an umbrella
15 corporation of which REACH is a subsidiary, and that the Labor Code allows Defendants to provide a
16 payroll address on wage statements. *Id.*

17 Plaintiffs' other wage statement claims and waiting time claims are derivative of the alleged
18 violations discussed above and are therefore subject to same litigation risks. Defendants will likely argue that
19 even if a violation did result, it was not the result of a "knowing and intentional" failure. Defendants will
20 argue that they are not liable for penalties under the "subsequent pay periods" rate in California Labor Code
21 section 226(e)(1). In addition, Plaintiffs will likely face arguments that employees did not suffer injury as a
22 result of any wage statement violations. For waiting time penalties under Labor Code section 203,
23 Defendants will assert that there is a "good faith dispute" that wages were due for daily overtime, meal and
24 rest break premiums, and minimum wage claims and that no penalties should be imposed. *Id.* ¶ 24(o). A
25 recent Court of Appeal decision also held that the good faith defense under section 203 applies equally to
26 penalties under section 226. *See Naranjo v. Spectrum Sec. Servs., Inc.*, 88 Cal. App. 5th 937 (2023).

1 Plaintiffs estimate that REACH's full exposure for wage statement penalties is \$1,075,000 for
2 Medical Crew and \$541,000 for Pilots. Plaintiffs applied a 40% discount for risks of loss on facial wage
3 statement violations, a 30% discount for risks of loss on the derivative violations, a 10% discount for the risk
4 that the Court will not apply penalties for subsequent pay periods, and a 40% discount for Defendants' good
5 faith defense. A realistic exposure Defendants face on wage statement claims is therefore \$243,000 for
6 Medical Crew and \$123,000 for Pilots. *Id.* ¶ 24(p).

7 For the estimated 250 former Medical Crewmembers in the class, Defendants' estimated total
8 exposure for waiting time penalties is \$8,305,000. For the estimated 99 former Pilots in the Class, the
9 estimated total exposure for waiting time penalties is \$1,560,000. Plaintiffs applied a 60% discount for risk
10 of loss on the underlying claims and a 90% discount for Defendants' good faith dispute argument, resulting
11 in a realistic exposure of \$332,000 for Medical Crewmembers and \$62,000 for Pilots. *Id.* ¶ 24(q). These
12 results for wage statements and waiting time penalties compare favorably to other settlements. *See, e.g.,*
13 *Teruel v. Sky Chefs, Inc.*, No. 2014-1-cv-268343, 2016 WL 6822256, at *2 (Santa Clara Cnty. Super. Ct. Oct.
14 14, 2016) (granting preliminary approval of settlement of waiting time and wage statement claims where
15 average net recovery per class member was \$150), RJN Ex. 4.

16 **f. Interest and Penalties**

17 The Parties agree that for taxation purposes, one-half of the settlement payment will be considered
18 wages, and the other half will be considered non-wage income. This estimate is reasonable, because interest
19 on wage claims is at a 10% rate, plus waiting time and wage statement penalties are a significant portion of
20 Defendants' maximum estimated exposure. Ho Dec. ¶ 26. *See Bell v. Farmers Ins. Exch.*, 135 Cal. App. 4th
21 1138, 1150 (2006) (Affirming 10 percent prejudgment interest rate on unpaid wages).

22 **2. The Class Would Face Considerable Risks and Delays Absent Settlement.**

23 As the preceding section describes, Plaintiffs and the Class face significant risks on the merits and at
24 class certification, particularly for their largest-value claims. Without the Settlement, Plaintiffs and the Class
25 would experience a lengthy delay before receiving any recovery. Plaintiffs would have to move for and win
26 class certification, complete merits discovery, defeat a likely motion for summary adjudication, and prepare
27 for and prevail at trial. If Plaintiffs prevail on any claims, Defendants are likely to appeal some or all of
28

1 them. In particular, even if Plaintiffs were to win on the Section 3(K) and meal and rest period issues,
2 Defendants will almost certainly continue to litigate the question on appeal. Plaintiffs' Counsel estimates
3 that even if the Class won at every stage, the class would not receive relief until approximately 2029. Class
4 Members who are currently employed would not receive the substantial benefits of the Settlement's
5 injunctive relief. Continued litigation will also result in additional expenses, including attorneys' fees, costs
6 of Defendant depositions, and expert fees. Thus, this Settlement provides substantial benefits to Class
7 Members by ensuring timely and meaningful monetary and injunctive relief. *Id.* ¶ 25.

8 **3. The Settlement Is the Result of Arm's-Length, Informed Negotiation.**

9 This Settlement was negotiated with the assistance of experienced mediator, Mark S. Rudy. In
10 determining that a settlement represents an arm's-length transaction, courts give "considerable weight" to the
11 "involvement of a neutral mediator." *Kullar*, 168 Cal. App. 4th at 129; *see also In re Sutter Health*
12 *Uninsured Pricing Cases*, 171 Cal. App. 4th at 504. Plaintiffs and Defendants exchanged mediation briefs
13 with each other and provided briefs to the mediator.

14 Prior to mediation the parties exchanged substantial amounts of information in formal discovery.
15 Defendants responded to multiple sets of written discovery requests and produced personnel files, wage
16 statements, and timekeeping records for all Named Plaintiffs, along with employee manuals, pay policies,
17 position descriptions, and other policy documents related to the claims in this case. As a condition of
18 mediation, Defendants produced classwide payroll and timekeeping data that Plaintiffs needed to assess the
19 value of Plaintiffs' and the Class's claims. *Id.* ¶ 28.

20 Named Plaintiffs were also a significant source of information. Each responded to document
21 requests and interrogatories, and six of the Named Plaintiffs were deposed. In addition to the information
22 Named Plaintiffs provided, Plaintiffs' Counsel interviewed over 40 class members to gather details on nature
23 of their duties, off-the-clock work, meal and rest break practices, on-call requirements, and wage statements.
24 *Id.* ¶ 29.

25 Plaintiffs have efficiently obtained substantial and adequate information to arrive at a reliable
26 estimate of the risk facing Plaintiffs' claims and the exposure Defendants face. *Id.* ¶ 29.

1 **4. The Views of Experienced Counsel Support the Reasonableness of the Settlement.**

2 Proposed Class Counsel has extensive experience in class action litigation and has been appointed as
3 Class Counsel in many class-action lawsuits involving wage-and-hour violations in California. Drawing on
4 their experience, Plaintiffs' Counsel believes that the Settlement is reasonable considering the litigation risks
5 described above. *Id.* ¶ 27.

6 **C. Settlement of Penalties under the Private Attorneys General Act of 2004 Is Reasonable.**

7 The estimated PAGA penalties in this case stem from overtime violations, regular rate violations, off-
8 the-clock violations, meal and rest period violations (including both the failure to provide off-duty meal and
9 rest breaks and the failure to pay premiums), wage statement violations, minimum wage violations, late
10 payment of all wages including overtime wages, failure to pay all wages owed at separation, and failure to
11 keep accurate records. Plaintiffs estimate the maximum exposure on their PAGA claim is over \$54 million.
12 *Id.* ¶ 30.

13 Plaintiffs acknowledge that the likelihood of recovering that full penalty amount is low. Courts have
14 discretion to reduce the amount of PAGA penalties if the full award would be “unjust, arbitrary and
15 oppressive, or confiscatory” under California Labor Code section 2699(e)(2). Courts have, for example,
16 reduced PAGA penalties where the class is otherwise being compensated for their Labor Code claims on the
17 same facts and theories underlying PAGA violations, as is the case here, where the Class's Labor Code
18 damages are significant. *See Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018). Courts will
19 also reduce PAGA penalties where there is evidence that a defendant made a “good faith effort” to comply
20 with the underlying Labor Code requirements. *See id.* at 529 (affirming trial court's reduction of PAGA
21 penalties from the \$50 maximum per initial violation to \$5 per initial violation due to Defendant's good faith
22 attempts to comply with Labor Code).

23 The Court might also decide that no penalties for “subsequent” violations may be awarded absent
24 evidence that another court or the Labor Commissioner decided against Defendants on the same facts. *See*
25 *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008) (applying PAGA penalties to initial
26 violations but not to subsequent violations where the employer was not yet notified that they were violating
27 the Labor Code); *Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021) (reversing district court's
28

1 imposition of penalties for subsequent violations where neither the Labor Commissioner nor the court
2 notified defendant of California Labor Code violations).

3 The Court may also decline to impose multiple PAGA penalties for the same underlying violation,
4 *see, e.g.*, RJN Ex. 5 (*Snow v. United Parcel Serv., Inc.*, No. 5:20-cv-00025-PSG-AFM, 2020 WL 1638250,
5 at *3 (C.D. Cal. Apr. 1, 2020)) or for the same pay period when a statute is violated under different theories
6 of liability (i.e. “stacking”). *See, e.g.*, RJN Ex. 5 (*Snow v. United Parcel Serv., Inc.*, No. 5:20-cv-00025-
7 PSG-AFM, 2020 WL 1638250, at *3 (C.D. Cal. Apr. 1, 2020)) (suggesting that plaintiffs may recover only a
8 single penalty for each type of violation, regardless of how many provisions are being cited as having been
9 violated).

10 The PAGA allocation in this case is appropriate given all of the merits risks on the claims as
11 discussed above, the open legal questions about the calculation of PAGA penalties, and the likelihood that a
12 court would exercise its discretion to reduce PAGA penalties after trial. The PAGA allocation from the
13 settlement fund is \$500,000, which represents 3.33% of the gross settlement fund. Of the PAGA allocation,
14 75% will be distributed to the LWDA and 25% will be distributed to Class Members who worked during the
15 PAGA period. Plaintiffs’ Counsel will notify the LWDA of the preliminary approval hearing prior to the
16 hearing date. *Id.* ¶ 31.

17 This allocation also falls within the approved settlement ranges of other cases involving both
18 damages and PAGA penalties. *See, e.g.*, RJN Ex. 6 (Order Granting Pl.’s Mot. Final Approval of Class &
19 PAGA Action Settlement, *Lee v. Sutter Bay Med. Found.*, No. RG18894306 (Alameda Cnty. Super Ct. Jan.
20 6, 2022)) (\$20,000 PAGA allocation in \$995,000 settlement); RJN Ex. 7 (*Dela Cruz v. Addison Lee Inc.*, No.
21 RG19021433, 2020 WL 9456675 (Alameda Cnty. Super. Ct. Dec. 16, 2020)) (approving \$7,125 payment to
22 LWDA out of \$950,000 settlement fund); RJN Ex. 8 (*Ruiz v. Jack in the Box, Inc.*, No. RG16807477, 2020
23 WL 9456673 (Alameda Cnty. Super. Ct. Jan. 10, 2020)) (approving \$45,000 payment to LWDA out of
24 \$1,000,000 settlement fund); RJN Ex. 9 (*Rodriguez v. Swissport N. Am.*, No. BC41173 (L.A. Cnty. Super.
25 Ct. Apr. 11, 2017)) (approving \$22,500 payment to LWDA in the out of \$4,9000,000 total settlement fund);
26 RJN Ex. 10 (*Davis v. Cox Commc’ns Cal., LLC*, No. 3:16-cv-00989-BAS-BLM, 2017 WL 1496407, at *1
27 (S.D. Cal. Apr. 26, 2017)) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement).

1 **D. The Settlement Is Presumptively Fair Because It Is the Result of Non-Collusive, Arm's-Length,**
2 **and Informed Negotiations by Experienced Counsel.**

3 A settlement is presumptively fair where it was reached through arm's-length bargaining, was
4 informed by sufficient investigation and discovery, and conducted by experienced counsel. *Munoz v. BCI*
5 *Coca-Cola Bottling Co. of L.A.*, 186 Cal. App. 4th 399, 408 (2010) (citing *Dunk*, 48 Cal. App. 4th at 1802).

6 As described above, the parties here negotiated the Settlement Agreement in good faith after
7 extensive discovery. In preparation for mediation, the parties exchanged detailed mediation briefs. During
8 the mediation, the parties debated their positions with the mediator. A settlement was not reached during the
9 mediation, but at the end of the mediation, Mr. Rudy provided a mediator's proposal. Both Parties analyzed
10 the proposal before accepting its terms. Further negotiation over several months on the details of the
11 proposal, with additional mediator assistance, resulted in the current Settlement. *Id.* ¶ 27.

12 Plaintiffs' Counsel, GBDH, are experienced and qualified to evaluate the class claims, the risks and
13 benefits of continued litigation and settlement, and the strength of defenses asserted. GBDH has significant
14 experience litigating wage-and-hour cases, including cases similar to this one. *Id.* ¶¶ 37-42.

15 The Settlement is the result of non-collusive, arms-length, and informed negotiation between the
16 parties, which supports the presumption that it is fair and should be approved.

17 **E. The Proposed Class Notice Content and Procedures Are Appropriate.**

18 The proposed Notice and Class Administration Procedures satisfy due process because they provide
19 the best practicable notice of the Settlement to the Class and that notice contains all the required information.

20 To guard the rights of absent Class Members, the Class must be provided with the best notice
21 practicable of the potential settlement. *Wershba*, 91 Cal. App. 4th at 251-52. The Court has discretion to
22 fashion an appropriate notice program. Cal. Civ. Code § 1781. In addition, Rule 3.766(d) of the California
23 Rules of Court states that a class notice must contain: (1) a brief explanation of the case; (2) a statement about
24 requests for exclusion by a specific date; (3) a procedure for requesting exclusion from the class; (4) a
25 statement that the judgment will bind all members who do not request exclusion; and (5) a statement that any
26 member who does not request exclusion may enter an appearance through counsel.

27 Plaintiffs' comprehensive Notice satisfies all of these requirements. The proposed Class Notice will
28 notify all Settlement Class Members of the terms of the settlement, that their rights may be affected by the

1 settlement, that they may participate, opt out of, or object to the settlement. The Notice is in English, which is
2 appropriate for this class because they are required to read and write in English to perform their jobs. The
3 Notice will describe the procedure for opting out and will explain that if they choose to participate, they may
4 appear through their own counsel. The proposed Notice will provide each Settlement Class Member with
5 their estimated award, along with an explanation of how the allocation was calculated and how to dispute any
6 information regarding their employment dates or job position. *Id.* ¶ 16.

7 Notice will have a “reasonable chance of reaching a substantial percentage of the class members.”
8 *Cartt v. Superior Court*, 50 Cal. App. 3d 960, 974 (1975). Here, the Settlement Administrator will receive
9 contact information from Defendants and send notice by first class mail to each Settlement Class Member. If
10 any notices are returned as undeliverable, the Claims Administrator will use skip tracing or other comparable
11 methods to resend the notice. Consequently, notice is likely to reach most Settlement Class Members.
12 Settlement Agreement ¶ 42.

13 The Parties have selected claims administrator Atticus Administration to distribute Notice, process
14 opt-outs, and share challenges. Atticus is a well-regarded administrator that Plaintiffs’ Counsel have retained
15 in the past with good results. In Plaintiffs’ Counsel’s experience, Atticus’ bid was reasonable. *Id.* ¶ 15.

16 **F. The Service Payments to the Class Representatives Are Preliminarily Reasonable.**

17 Although this Court does not the decide the amount of any service award until the final approval
18 hearing, notice of the requested service payments of \$15,000 to the six named plaintiffs who were deposed
19 and \$10,000 to the three named plaintiffs who were not deposed should be provided to the Class. Named
20 Plaintiffs are eligible to receive service awards that reasonably compensate them for undertaking and fulfilling
21 a fiduciary duty to represent the absent class members. *See Cellphone Term. Fee Cases*, 186 Cal. App. 4th at
22 1393-94 (2010); *Bell*, 115 Cal. App. 4th at 725-26 (affirming service payments to class representatives);
23 Manual for Complex Litigation § 21.62 (4th ed. 2004) (service awards are warranted).

24 Named Plaintiffs have expended significant amounts of time on this case.⁵ *Id.* ¶ 33. Six of the
25 Named Plaintiffs prepared for and sat for day-long depositions. *Id.* Named Plaintiffs also provided

26 _____
27 ⁵ Each of the nine Named Plaintiffs submit a declaration attesting to their efforts made to further this
28 case and its resolution, as well as their support for the settlement agreement. *See* Compendium of Pl.
Decl. in Supp. of Pls.’ Mot. for Preliminary Approval of Class and Representative Action Settlement,
filed herewith.

1 responses to interrogatories and requests for production, and made themselves available for meetings and
2 questions from Plaintiffs' Counsel. Ho Decl. ¶¶ 29, 33. Plaintiffs Barnes, Robinson, Lahue, Kendall,
3 Sander, and Mason were all employed by REACH at the time their respective complaints were filed, and
4 they consequently risked retaliation. *Id.* All Named Plaintiffs placed themselves in the spotlight and risked
5 that future employers would learn of their role in the litigation and look unfavorably on it. *Id.* ¶ 33. Service
6 payments are also consideration for the Named Plaintiffs' execution of broader release of claims than the rest
7 of the class. *Id.* ¶ 32. As Plaintiffs will brief in further detail, the requested award is reasonable. *See, e.g.*
8 RJN Ex. 8 (*Ruiz*, 2020 WL 9456673) (approving a \$16,500 service award to named plaintiff); RJN Ex. 11
9 (*Bartoni v. Am. Med. Response W.*, No. RG08382130, 2019 WL 12265864 (Alameda Cnty. Super. Ct. Sept.
10 13, 2019)) (approving service awards of \$15,000 to each of the four named plaintiffs).

11 **G. Plaintiffs' Request for Attorneys' Fees and Reimbursement of Litigation Costs Is Preliminarily**
12 **Reasonable.**

13 Plaintiffs, having reached a favorable settlement of this wage and hour class action, are "prevailing
14 parties" entitled to recover reasonable attorneys' fees and costs. See Cal. Lab. Code §§ 218.5, 226, 1194, &
15 2699(g)(1); Cal. Civ. Proc. Code § 1021.5(a) (awarding reasonable attorneys' fees and costs where plaintiff's
16 action resulted in the enforcement of an important right, conferred a significant benefit to a large class of
17 persons, and private enforcement was necessary); *Maria P. v. Riles*, 43 Cal. 3d 1281, 1290-91 (1987) (fee
18 award justified when legal action produced its benefits through voluntary settlement).

19 The Settlement authorizes Plaintiffs' Counsel to request up to one-third of the gross settlement
20 amount and up to \$60,000 for reimbursement of litigation costs. Plaintiffs estimate that the combined
21 lodestar will exceed \$3 million, resulting in a requested multiplier of less than 2.0 if the Court approves the
22 percentage award and conducts a lodestar/multiplier cross-check. Plaintiffs will fully brief these requests
23 when moving for final approval. At this stage, Plaintiffs asks that the Court authorize notice of the requested
24 award of the fees and costs to the Settlement Class. Ho Decl. ¶ 36.

25 **1. The Class Should be Informed of the Requested Attorneys' Fee Award.**

26 Courts may award attorneys' fees from a common fund in a class action using either the "percentage"
27 method or the "lodestar-multiplier" method. *Lafitte v. Robert Half Int'l, Inc.*, 1 Cal. 5th 480, 489 (2016).

1 “The percentage method calculates the fee as a percentage share of a recovered common fund or the
2 monetary value of plaintiffs’ recovery.” *Id.* The common fund method provides both “[f]airness to the
3 successful litigant, who might otherwise receive no benefit because his recovery might be consumed by the
4 expenses” and “encouragement of the attorney for the successful litigant, who will be more willing to
5 undertake and diligently prosecute proper litigation for the protection or recovery of the fund.” *Bank of Am.*
6 *v. Cory*, 164 Cal. App. 3d 66, 90 (1985) (citation omitted). The lodestar method, on the other hand, “is
7 calculated by multiplying the reasonable hours expended by a reasonable hourly rate.” *Wershba*, 91 Cal.
8 App. 4th at 254. “The court may then enhance the loadstar with a multiplier, if appropriate.” *Id.* (citations
9 omitted). “Multipliers can range from 2 to 4 or even higher.” *Id.* at 255.

10 The Court need not decide now what amount of attorneys’ fees and expenses should be awarded.
11 Rather, the Court need only satisfy itself that the overall settlement is within a range that could justify final
12 approval. The standard is met here. Considering the extensive monetary relief and valuable injunctive relief
13 in this case, Plaintiffs’ Counsel’s request of up to one third of the gross settlement amount, which equals less
14 than 2.0 times their lodestar, is reasonable and routinely rewarded. *See Chavez v. Netflix, Inc.*, 162 Cal. App.
15 4th 43, 66 n.11 (2008) (“Empirical studies show that, regardless whether the percentage method or the
16 lodestar method is used, fee awards in class actions average around one-third of the recovery.”), *see also*,
17 *Parker v. City of Los Angeles*, 44 Cal. App. 3d 556, 567-68 (1974) (affirming fee award to counsel of one-
18 third recovery achieved); RJN Ex. 12 (Order Granting Final Approval of Class & Representative Action
19 Settlement, *Miller v. Amazon.com, LLC*, No. RG17856888 (Alameda Cnty. Super. Ct. Jan. 13, 2022))
20 (approving fee of one-third of \$2 million common fund in wage and hour class action); RJN Ex. 11 (*Bartoni*,
21 2019 WL 12265864) (approving fees of one-third of \$17 million dollar common fund in wage and hour class
22 action); RJN Ex. 13 (*Saberi v. BFS Retail & Com. Operations, LLC*, No. RG08406555, 2010 WL 5172447
23 (Alameda Cnty. Super. Ct. Sept. 19, 2010)) (approving fee of one-third of \$14 million common fund).

24 **2. The Requested Litigation Costs Are Preliminarily Reasonable.**

25 Plaintiffs’ Counsel have incurred approximately \$60,000 in litigation costs to date. Ho Decl. ¶ 36.
26 These costs include court-filing and process-serving fees, e-discovery fees, mediation costs, online research
27 costs, postage costs, and copying costs. This amount is modest and reflects efficient litigation of the case.
28

1 Plaintiffs' Counsel will provide the court with updated costs information and additional briefing in the final
2 approval motion. *Id.* ¶ 42.

3 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS APPROPRIATE.**

4 A court may certify a provisional settlement class after the preliminary settlement hearing. *See* Cal.
5 Rule of Court 3.769(d). Manageability and due process concerns for absent class members are eliminated or
6 mitigated in the context of settlement. *Dunk*, 48 Cal. App. 4th at 1807 n.19. "Courts regularly certify class
7 actions to resolve wage and hour claims." *Gonzales v. San Gabriel Transit, Inc.*, 40 Cal. App. 5th 1131,
8 1149 (2019) (internal citation omitted) (*superseded by statute on another ground as stated in Parada v. East*
9 *Coast Transport Inc.*, 62 Cal. App. 5th 692, 699 n.2 (2021)). In California, a class is certifiable if (1) it is
10 ascertainable and sufficiently numerous; (2) there is a well-defined community of interest, and (3) a class
11 action is superior to other methods of adjudication. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th
12 1004, 1021 (2012). Plaintiffs contend, and Defendants do not dispute for settlement purposes only, that all of
13 the elements are met here.

14 **A. The Class Is Ascertainable and Sufficiently Numerous.**

15 A class is ascertainable if it "identifies a group of unnamed plaintiffs by describing a set of common
16 characteristics sufficient to allow a member of that group to identify himself or herself as having a right to
17 recover based on the description." *Aguirre v. Amscan Holdings, Inc.*, 234 Cal. App. 4th 1290, 1299-1300
18 (2015) (quoting *Bartold v. Glendale Fed. Bank*, 81 Cal. App. 4th 816, 828 (2000)). Here, Class Members are
19 ascertainable from Defendants' payroll records, which provide information about the employee's name, dates
20 of employment, and rates of pay. *See Aguiar v. Cintas Corp. No. 2*, 144 Cal. App. 4th 121, 136 (2006)
21 (members of proposed class were ascertainable because they could be determined from Defendant's payroll
22 records) (*disapproved of on other grounds by Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 985-86 (2019)).

23 A class is sufficiently numerous if joinder of all class members would be impracticable. *See*
24 *Hendershot v. Ready to Roll Transp., Inc.*, 228 Cal. App. 4th 1213, 1222 n.5 (2014). Here, REACH's
25 payroll records show that there are over 700 members of the proposed class. Ho Dec. ¶ 18. Joinder of so
26 many parties would be impracticable. *See* RJN Ex. 14 (Order Granting Preliminary Approval of Class
27
28

1 Action Settlement, *Brooks v. Staffmark Inv., LLC*, No. RG190116919 (Alameda Cnty. Super. Ct. Jan. 7,
2 2021)) (provisionally certifying class of approximately 31 members).

3 **B. A “Community of Interest” Exists Among Settlement Class Members.**

4 The “community of interest” requirement includes three elements: (1) predominant common questions
5 of law or fact; (2) a class representative whose claims are typical of those of the class; and (3) a class
6 representative who can adequately represent the class. *See Brinker*, 53 Cal. 4th at 1021. The proposed
7 Settlement Class meets each element here.

8 **1. Common Questions of Law and Fact Predominate.**

9 “Claims alleging that a uniform policy consistently applied to a group of employees is in violation of
10 the wage and hour laws are of the sort routinely, and properly, found suitable for class treatment.” *Brinker*,
11 53 Cal. 4th at 1033.

12 Here, Defendants’ uniform policies mean common questions predominate as to all Labor Code
13 violations alleged. All Medical Crewmembers were subject to the same overtime policy, and the question of
14 whether the Section 3(K) exemption applies to Medical Crewmembers is an issue appropriate for class
15 certification. *See, e.g., Sav-On Drug Stores, Inc.*, 34 Cal. 4th 319 (2004) (trial court did not abuse its
16 discretion in finding that common questions predominated on whether exemption to overtime applied).
17 Similarly, all Class Members were subject to the same policies that excluded categories of pay from their
18 overtime rate of pay, like preceptor pay, call-in pay, and medical crew lead pay for Medical Crewmembers
19 and workover and training pay for Pilots. *See Faulkinbury v. Boyd & Assocs., Inc.*, 216 Cal. App. 4th 220,
20 238 (2013) (whether certain types of compensation “must be included in calculating the overtime rate of pay
21 can be decided on a classwide basis as a legal matter based on common proof”), *overruled in part on other*
22 *grounds by Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 986 (2019).

23 Common questions also predominate with respect to the Class’s meal and rest break claims.
24 Plaintiffs allege that Defendants had a uniform policy of requiring Flight Crewmembers to remain on-duty
25 during their entire shift while Defendants assert a common defense that class members signed on-duty meal
26 waivers. *See id.* at 233 (lawfulness of uniform meal period policy and on-duty meal waiver could be
27 determined on a classwide basis).

1 Similarly, Plaintiffs' off-the-clock claims are certifiable because there is evidence that a common
2 practice of off-the-clock work existed with the employer's knowledge. *Williams v. Superior Court*, 221 Cal.
3 App. 4th 1353 (2013). Classwide proof such as Standard Operating Procedure manuals that detail required
4 shift transition duties could be used to establish classwide liability.

5 Common questions predominate as to Plaintiffs' minimum wage claims because Plaintiffs allege that
6 Defendants had a uniform policy of requiring 12-hour on-call shifts for which Class Members were paid less
7 than minimum wage.

8 Finally, Plaintiffs' wage statement and waiting time claims are amenable to class certification.
9 Plaintiffs' wage statement claims either allege facial violations that are uniform with respect to all class
10 members (such as the failure to identify the correct employer) or are derivative of the other Labor Code
11 claims above, and Plaintiffs' waiting time claims are similarly derivative of underlying Labor Code
12 violations. *Bradley v. Networkers Int'l, LLC*, 211 Cal. App. 4th 1156 (2012) (Derivative claims for waiting
13 time penalties and wage statement penalties based on underlying Labor Code claims should be certified.).

14 **2. Plaintiffs' Claims Are Typical of the Class Claims.**

15 "The test of typicality is whether other [class] members have the same or similar injury, whether the
16 action is based on conduct which is not unique to the named plaintiffs, and whether other class members
17 have been injured by the same course of conduct." *Seastrom v. Neways, Inc.*, 149 Cal. App. 4th 1496, 1502
18 (2007) (internal citation omitted). Here, Plaintiffs Reni, Barnes, Kendall, Lahue, Palmitier, Sander, West and
19 Mason are former Flight Nurses and Flight Paramedics who allege that they suffered the same injuries as
20 other Medical Crew Class Members a result of Defendants' overtime, regular rate, meal and rest break, off-
21 the-clock, on-call, and wage statement policies. Plaintiff Robinson is a Pilot who alleges that he suffered the
22 same injuries as other Pilots as a result of Defendants' regular rate, meal and rest break, off-the-clock, and
23 wage statement policies. Plaintiffs seek the same relief as the rest of the class.

24 **3. Plaintiffs and Their Attorneys Will Adequately Represent the Class.**

25 "Adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct the
26 proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." *Caro v.*
27
28

1 *Proctor & Gamble Co.*, 18 Cal. App. 4th 644, 669 n.21 (1993) (quoting *McGhee v. Bank of Am.*, 60 Cal.
2 App. 3d 442, 450 (1976)).

3 Here, Plaintiffs' Counsel have extensive experience in complex wage-and-hour litigation. Plaintiffs
4 have committed to represent the interests of the Class and do not have conflicts with the interests of the Class.
5 Ho Decl. ¶ 20.

6 **C. This Class Action Is a Superior Method of Adjudication.**

7 Plaintiffs and Class Members' claims are based on Defendants' uniform policies and practices and
8 involve common evidence. It would be inefficient to resolve these claims at separate trials. *See Bufile v.*
9 *Dollar Fin. Grp., Inc.*, 162 Cal. App. 4th 1193, 1208 (2008) (*disapproved of on other grounds by Noel*, 7
10 Cal. 5th at 985-86).

11 The Class meets all of the requirements for certification in California. Therefore this Court should
12 conditionally certify the Class for settlement purposes.

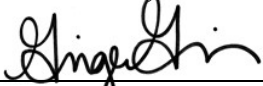
13 **V. CONCLUSION**

14 The Settlement is well within the range of acceptable settlements, and provides substantial monetary
15 and injunctive relief. Plaintiffs respectfully requests that the Court certify the class for settlement purposes,
16 conditionally appoint Goldstein, Borgen, Dardarian & Ho as Class Counsel and Named Plaintiffs as Class
17 Representatives, appoint Atticus Administration, LLC as Settlement Administrator, grant preliminary
18 approval of the settlement terms and notice process, order the issuance of notice, and set a date for the final
19 fairness hearing, as set forth in the accompanying proposed order.

20 Dated: April 5, 2023

Respectfully submitted,

21 GOLDSTEIN, BORGEN, DARDARIAN & HO

22 

23 Ginger L. Grimes

24 Attorneys for Plaintiffs