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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

TAMARA SUVOROVA, as an individual
and on behalf of all others similarly
situated; ANDY ECHEVERRIA
PALOMO, as an individual and on behalf
of all others similarly situated,

Plaintiffs,

vs.

VKS MURRIETA LIMITED
PARTNERSHIP, et al.,

Defendants.

Case No.: CIVSB2203870

(Assigned for all purposes to the Hon. Joseph T.
Ortiz, Dept. S17)

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

Date: May 16, 2024

Time: 1:30 P.M.

Dept.: S-17

Action Filed: February 17, 2022

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on May 16, 2024, at 1:30 p.m., or as soon thereafter as
3 the matter may be heard, before the Honorable Joseph T. Ortiz, judge presiding, in Department
4 S-17 of the above referenced Court located at 247 West Third Street, San Bernardino, California
5 92415, Plaintiffs Tamara Suvorova, Andy Echeverria Palomo, and David Scott (collectively,
6 “Plaintiffs”) will seek an Order: (1) approving the Joint Stipulation of Class Action Settlement
7 and Release of Claims (“Agreement” or “Settlement Agreement”) in this matter; (2)
8 conditionally certifying the following class for settlement purposes only: all current and former
9 non-exempt employees who are or previously were employed by Defendants in the State of
10 California during the period of December 13, 2018, to November 10, 2023 (the “Class”); (3)
11 appointing Plaintiffs Tamara Suvorova, Andy Echeverria Palomo, and David Scott as the Class
12 Representatives and Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C., and
13 Mark D. Potter and James M. Treglio of Potter Handy LLP as Class Counsel; (4) preliminarily
14 approving the Settlement Agreement and the total Gross Settlement Amount in the amount of
15 Two Million Seven Hundred Seventy-Five Thousand Dollars (\$2,775,000.00); (5) finding on a
16 preliminary basis that the Agreement appears to be within the range of reasonableness of a
17 settlement, including the amount of the PAGA penalties, Service Awards to the Class
18 Representatives, Class Counsel’s fees and costs, Settlement Administration Costs, and the
19 allocation of payments to Class Members, that could ultimately be given final approval by this
20 Court; (6) approving the Notice of Proposed Class Action Settlement to be sent to Class
21 Members; (7) appointing CPT Group as the Settlement Administrator; and (8) setting the matter
22 for a Final Fairness and Final Approval hearing.

23 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
24 provides for court approval of the settlement of a purported class action and allows the Court to
25 preliminarily certify a class for settlement purposes.

26 The basis for this Motion, filed without any opposition from Defendants VKS Murrieta
27 Limited Partnership, Concord West Automotive Company, Pleasanton Automotive Company,
28 East Bay Automotive Company, LOP Automotive Company Limited Partnership, El Cerrito

1 Automotive Company, Murrieta Automotive Company, and Hendrick Co Automotive, LLC
2 (collectively, “Defendants”), is that the proposed settlement is fair, adequate, and reasonable and
3 the procedures proposed by the Parties are adequate to ensure the opportunity of Class Members
4 to participate in, opt-out of, or object to the settlement. This Motion will be based on the attached
5 Memorandum of Points and Authorities, the Settlement Agreement and the Notice of Proposed
6 Class Action Settlement, and the supporting Declarations of Larry W. Lee, Kristen M. Agnew,
7 James M. Treglio, Plaintiff Tamara Suvorova, Plaintiff Andy Echeverria Palomo, Plaintiff David
8 Scott, and Julie Green (on behalf of CPT Group), and upon the oral arguments of counsel (should
9 there be any) and on the complete records and file herein.

10
11 DATED: April 24, 2024

DIVERSITY LAW GROUP, P.C.

12
13 By: _____

Larry W. Lee

Kristen M. Agnew

Attorneys for Plaintiffs, the Class and the
Aggrieved Employees

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1 **I. INTRODUCTION**

2 This is a wage and hour class and representative PAGA action predicated on alleged
3 violations of the Labor Code. Plaintiffs Tamara Suvorova, Andy Echeverria Palomo, and David
4 Scott (collectively, “Plaintiffs” or the “Class Representatives”) brought claims against
5 Defendants VKS Murrieta Limited Partnership, Concord West Automotive Company,
6 Pleasanton Automotive Company, East Bay Automotive Company, LOP Automotive Company
7 Limited Partnership, El Cerrito Automotive Company, Murrieta Automotive Company, and
8 Hendrick Co Automotive, LLC (collectively, “Defendants”) on a class-wide and representative,
9 alleging that Defendants had a policy and practice of: (1) failing to provide off-duty meal and
10 rest breaks; (2) failing to reimburse business expenses; (3) failing to pay all wages due upon
11 termination; (4) failing to provide accurate wage statements; and (5) engaging in Unfair Business
12 Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage
13 Orders. Defendants deny each, every, and all of the allegations of the operative Complaint.

14 After extensive investigation, discovery, mediation and negotiations, Plaintiffs and
15 Defendants (collectively, the “Parties”) reached a class and PAGA action settlement, the terms of
16 which are reflected in the Parties’ Joint Stipulation of Class and Representative Action
17 Settlement and Release (“Settlement Agreement” or “Agreement”).¹ Plaintiffs now seek
18 preliminary approval of the proposed settlement, which includes a \$2,775,000.00 non-
19 reversionary payment. As set forth more fully below, the Parties believe that the terms of the
20 Agreement are fair, adequate, and reasonable, considering all known circumstances and the
21 expenses and risks inherent in litigation. Therefore, the Parties respectfully request that the Court
22 grant this Motion for Preliminary Approval of Class and Representative Action Settlement.

23 **II. PROCEDURAL HISTORY**

24 **A. The Prior *Suvorova I* Action.**

25 On December 16, 2020, Plaintiff Tamara Suvorova (“Plaintiff Suvorova”) filed a written
26 notice with the California Labor & Workforce Development Agency (“LWDA”), alleging that

27 _____
28 ¹ Joint Stipulation of Class Action Settlement is attached to the Declaration of Kristen M. Agnew
as **Exhibit 1**.

defendants Hendrick Co Automotive, LLC and VKS Murrieta, LP failed to provide proper meal and rest periods, provide accurate itemized wage statements, and reimburse business expenses, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). *See* Declaration of Kristen M. Agnew (“Agnew Decl.”) ¶ 2, Exhibit 2.

On January 5, 2021, Plaintiff Suvorova initiated a class and representative action entitled *Tamara Suvorova v. Hendrick Co Automotive, LLC et. al.*, Riverside County Superior Court Case No. CVRI2100246 (“*Suvorova I*”). *See* Agnew Decl. ¶ 3. Plaintiff Suvorova alleged class and representative PAGA claims predicated on the violations set forth in her December 16, 2020 PAGA Notice. *See id.* On May 5, 2022, following an unsuccessful mediation, Plaintiff Suvorova dismissed *Suvorova I* without prejudice. *See id.* at ¶¶ 4-5.

B. The Current *Suvorova II* Action

October 20, 2021, Plaintiff Andy Echeverria Palomo (“Plaintiff Echeverria Palomo”) filed a written notice with the LWDA, alleging that Hendrick Co Automotive, LLC, VKS Murrieta, LP, and Murrieta Automotive failed to provide proper meal and rest periods, provide accurate itemized wage statements, and reimburse business expenses, pursuant to the PAGA. *See* Agnew Decl. ¶ 6, Exhibit 3. Plaintiff Echeverria Palomo and Plaintiff Suvorova subsequently filed supplemental notices with the LWDA further alleging that Defendants required employees to remain on premises during rest periods, and adding multiple entities as joint employers. *See id.* at ¶¶ 7-9, Exhibit 4, Exhibit 5, Exhibit 6, Exhibit 7.

On February 17, 2022, Plaintiff Suvorova and Plaintiff Echeverria Palomo filed a representative action complaint against Defendants in the Superior Court of California, County of San Bernardino, alleging a single cause of action for violation of the PAGA (the “Action” or “*Suvorova II*”). *See* Agnew Decl. ¶ 10. Plaintiff Suvorova and Plaintiff Echeverria Palomo subsequently amended the complaint to add class claims and allegations. *See id.* at ¶ 11. As set forth in the First Amended Complaint, Plaintiff Suvorova and Plaintiff Echeverria Palomo alleged claims for: (1) violation of California Labor Code sections 226.7 and 512; (2) violation of Labor Code section 226.7; (3) violation of Labor Code section 2802; (4) violation of Business and Professions Code section 17200, *et seq.*; and (5) violation of Labor Code section 2698, *et*

1 *seq. See id.*

2 Plaintiff Suvorova and Plaintiff Echeverria Palomo propounded written discovery on
3 each of the Defendants, including Special Interrogatories (Set One) and Requests for Production
4 of Documents (Set One). *See* Agnew Decl. ¶ 12. The discovery required Defendants to provide
5 documents and information relevant to class certification, including the number of employees in
6 the putative class, time and payroll records, and documents pertaining to Defendants’
7 reimbursement, meal and rest period policies. *See id.*

8 **C. Scott Action.**

9 On September 16, 2022, Plaintiff David Scott (“Scott”) filed a written notice with the
10 LWDA alleging that Defendants violated Labor Code §§ 201-203, 226, 226.7, 512, and 2802,
11 pursuant to the PAGA. Declaration of James M. Treglio (“Treglio Decl.”) ¶ 12.

12 On December 13, 2022, Scott filed a class and representative action complaint against
13 Defendants in the Superior Court of California, County of Riverside, alleging (1) violation of
14 Labor Code § 226.7; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code
15 § 2802; (4) violation of Labor Code §§ 226 and 226.3; (5) violation of Labor Code §§ 201-203;
16 (6) violation of Labor Code § 2698, *et seq.*; and (7) violation of Business and Professions Code §
17 17200, *et seq.* (the “Scott Action”). Treglio Decl. ¶ 13.

18 **D. Global Mediation of Suvorova II and Scott.**

19 Given the shared defendants and related claims at issue, the parties to *Suvorova II* and
20 *Scott* agreed to participate in a global mediation. *See* Agnew Decl. ¶ 14. In advance of the
21 mediation, Defendants produced meal and rest break policies, sample employee payroll and time
22 records, as well as data points related to the number of putative class members, number of shifts
23 worked, and number of pay periods at issue during the PAGA Period. *See id.* at ¶ 15. Based on
24 the information provided by Defendants, Class Counsel conducted a full damage and penalties
25 analysis. *See id.*

26 On September 11, 2023, the Parties participated in a full day mediation with the
27 Honorable Carl J. West (Retired). *See* Agnew Decl. ¶ 17. As a result of the mediation, and after
28 the exchange of further information and extended negotiations following mediation, the Parties

1 reached the present class and representative action settlement, memorialized by a written
2 Memorandum of Understanding (“MOU”). *See id.* The Parties subsequently executed the Joint
3 Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or
4 “Settlement”). *See id.* ¶ The settlement discussions were conducted at arm’s-length. *See id.*

5 **E. Second Amended Complaint**

6 As a condition of settlement, Plaintiff Suvorova and Plaintiff Echeverria Palomo agreed
7 to file a Second Amended Complaint (“SAC”), adding Plaintiff Scott as a party to the Action and
8 incorporating the claims of the *Scott* Action into this Action. *See* Agnew Decl. ¶ 18. On March 8,
9 2024, the Parties submitted a Joint Stipulation to Allow Plaintiff to File a Second Amended
10 Complaint for Damages and Injunctive Relief.² *See id.* at ¶ 19. The SAC alleges causes of action
11 for: (1) violation of California Labor Code sections 226.7 and 512; (2) violation of Labor Code
12 section 226.7; (3) violation of Labor Code section 2802; (4) violation of Labor Code sections
13 226 and 226.3; (5) violation of Labor Code sections 201-203; (6) violation of Business and
14 Professions Code section 17200, *et seq.*; and (7) violation of Labor Code section 2698, *et seq.*
15 *See id.* at ¶ 20.

16 **III. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT** 17 **AND CONDITIONALLY CERTIFY THE CLASS FOR SETTLEMENT** 18 **PURPOSES**

19 Any settlement of a class action lawsuit must be reviewed and approved by the Court.
20 This is done in two steps: (1) an early (preliminary) review by the trial court, and (2) a final
21 review after notice has been distributed to the class members for their comment or objections.
22 *The Manual for Complex Litigation, Third* § 30.41 states:

23 Approval of class action settlements involves a two-step process. First, counsel
24 submits the proposed terms of settlement and the court makes a preliminary fairness
25 evaluation. If the preliminary evaluation of the proposed settlement does not
26 disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly
preferential treatment of class representatives or of segments of the class, or
excessive compensation for attorneys, and appears to fall within the range of

27 ² As of the filing of this Motion, the Court has not entered an order permitting the filing of the
28 SAC. *See* Agnew Decl. ¶ 19.

possible approval, the court should direct that notice...be given to the class members of a formal fairness hearing, at which arguments and evidence may be presented in support of and in opposition to the settlement.

(Fed. Jud. Ctr., 3rd ed. 1995).

Thus, the preliminary approval by the trial court is simply a conditional finding that the settlement appears to be within the range of acceptable settlements. As Professor Newberg comments, “[t]he strength of the findings made by a judge at a preliminary hearing or conference concerning a tentative settlement proposal may vary. The court may find that the settlement proposal contains some merit, is within the range of reasonableness required for a settlement offer, or is presumptively valid subject only to any objections that may be raised at a final hearing.” Alba Conte & Herbert B. Newberg, *4 Newberg on Class Actions* § 11.26 (4th ed. 2002).

The procedures for the parties’ submission of a proposed settlement for preliminary approval by the court also are discussed in *4 Newberg on Class Actions*:

When the parties to an action reach a monetary settlement, they will usually prepare and execute a joint stipulation of settlement, which is submitted to the court for preliminary approval. The stipulation should set forth the central terms of the agreement, including but not limited to, the amount of settlement, form of payment, manner of determining the effective date of settlement and any recapture clause.

Id. § 11.24.

Here, the Parties have reached such an agreement and have submitted to this Court in connection with this Motion a copy of the Settlement Agreement fully setting forth the agreement reached among the Parties. *See* Agnew Decl. ¶21, Exhibit 1. The Settlement Agreement sets forth all terms of the agreement reached by the Parties, which include, among other things, the method for calculating the Class Members’ individual settlement payments. *See id.*

The parties also may, at the preliminary approval stage, request that the court provisionally approve certification of the class – conditional upon final approval of the settlement. “[P]re-certification settlements are routinely approved if found to be fair and reasonable.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 240 (2001); *accord Dunk*

1 *v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1803 (1996) (although the settlement was reached
2 before any “adversary certification,” the court was satisfied that it was “fair, adequate and
3 reasonable”); *In re Baldwin-United Corp.*, 105 F.R.D. 475, 478 (S.D.N.Y. 1984) (“many courts
4 have employed this practice in the name of judicial efficiency in order to facilitate apparently
5 beneficial settlement proposals”). As further explained by Professor Newberg:

6 The strength of the findings made by a judge at a preliminary hearing or conference
7 concerning a tentative settlement proposal...may be set out in conditional orders
8 granting tentative approval to the various items submitted to the court. Three basic
9 rulings are often conditionally entered at this preliminary hearing. These
 conditional rulings may approve a temporary settlement class, the proposed
 settlement, and the class counsel’s application for fees and expenses.

10 *4 Newberg on Class Actions* § 11.26.

11 In addition to such terms as class identification, settlement amount and payment
12 procedures, the Settlement Agreement reached among the Parties contains a provision pursuant
13 to which the Parties stipulate to the Court’s provisional certification of the Class for the purposes
14 of this settlement only. *See* Settlement Agreement (“SA”) § C-54.

15 **A. The Essential Terms of the Settlement Agreement.**

16 **1. Proposed Class Definition**

17 The current settlement is being settled on behalf of a Class of “all current and former
18 non-exempt employees who are or previously were employed by Defendants in the State of
19 California during the Class Period.” SA § A-3. The Class Period is defined to mean the period
20 from December 13, 2018, to November 10, 2023. *See id.* at § A-8. There are approximately
21 1,232 individuals that comprise of the Class. *See* Agnew Decl. ¶ 22.

22 **2. Payments to Class Members.**

23 The Settlement Agreement provides for \$2,775,000.00 as the Gross Settlement Amount.
24 *See* SA § A-15.³ The Net Settlement Amount, calculated after deduction of attorneys’ fees (up to
25 \$925,000.00), litigation costs (up to \$35,000.00), Class Representative Service Awards (up to
26 \$30,000.00), payment of PAGA penalties (up to \$100,000.00), and Settlement Administration
27 _____

28 ³ None of the Gross Settlement Amount will revert to Defendants. *See* SA§ C-1.

Costs (up to \$21,000.00), is estimated to be approximately \$1,664,000.00. *See id.* at §§ A-5, A-15, A-17, A-20, A-30, A-32; Agnew Decl. ¶ 24.

Each Class Member who does not opt-out of the settlement (“Participating Class Member”) will be awarded a portion of the Net Settlement Amount based upon the number of workweeks worked during the Class Period. *See SA* at § C-8. Based thereon, on a raw average, each Participating Class Member may potentially recover approximately \$1,350.64. *See Agnew Decl.* ¶ 30. The amount actually paid to each Participating Class Member may increase or decrease depending on the actual number of workweeks he or she worked during the Class Period and/or the number of timely Requests for Exclusion received. *See id.* Class Members do not need to do anything should they wish to receive their share of the settlement funds.

Additionally, the settlement allocates \$100,000.00 of the Gross Settlement Amount to the resolution of any PAGA Employees’⁴ claims arising under PAGA. Pursuant to PAGA, seventy-five percent of the PAGA Payment shall be paid to the LWDA. *See SA* § A-20. The remaining twenty-five percent (*i.e.*, the sum of \$25,000.00), shall be paid to PAGA Employees. *See id.*⁵

Participating Class Members and PAGA Employees shall have 180 days to cash the settlement check. *See SA* § C-23. Uncashed checks (upon the expiration date) shall be distributed to the California State Controller’s Unclaimed Property Fund in the name of the respective Participating Class Member and/or PAGA Employee to whom the funds relate. *See id.*

3. Payment of Class Counsel Award, Service Payments and Settlement Administration Costs.

As part of the Settlement, Defendants do not object to Class Counsel’s request for attorneys’ fees of approximately one-third of the Gross Settlement Amount (\$925,000.00), and

⁴ PAGA Employees are defined as “all current and former non-exempt employees who are or previously were employed by Defendants in that State of California during the PAGA Period.” *See SA* § A-19. The PAGA Period is the period from December 16, 2019, to November 10, 2023. *See id.* at § A-21.

⁵ Twenty percent of the Individual Settlement Payment disbursed from the Net Settlement Amount shall be allocated as unpaid wages, and the remaining eighty percent will be allocated as penalties and interest. *See SA* § C-27. One hundred percent of the Individual Settlement Payment disbursed as PAGA penalties shall be allocated as civil penalties. *See id.*

1 reimbursement for actual litigation costs up to \$35,000, subject to the Court finally approving this
2 Settlement. *See* SA § A-5. Any portion of the requested attorneys' fees and/or costs not approved
3 by the Court shall be added to the Net Settlement Amount. *See id.*

4 Defendants also do not object to the Class Representatives' request for Service Awards in
5 the amount of \$10,000 each (\$30,000.00). *See* SA §§ A-30, C-5. Any portion of the Service
6 Awards that are not approved by the Court shall become part of the Net Settlement Amount. *See*
7 SA § A-30.

8 Finally, the Settlement provides for the payment of the fees and expenses reasonably
9 incurred by the Settlement Administrator. *See* SA § A-32. The Parties have agreed to utilize CPT
10 to administer the settlement, with the administration costs estimated to be \$21,000. *See id.*;
11 Declaration of Julie Green ("Admin. Decl.") ¶ 8, Ex. B.

12 **4. Scope of the Release of Class Members' Claims**

13 As a condition of participating in this settlement, Participating Class Members shall
14 waive and release the following claims:

15 any and all claims, rights, demands, liabilities, and causes of action
16 of any kind, which were or could have been raised in the Action
17 based on the facts alleged in the Action and the *Scott* Action,
18 including the Second Amended Complaint to be filed in the Action
19 pursuant to this Agreement [], that arose during the Class Period,
20 including but not limited to claims based on violation of Labor Code
21 §§ 201-203, 226, 226.3, 226.7, 512, and 2802, and Business and
22 Professions Code § 17200, *et seq.*, including claims for failure to
23 provide off-duty meal and rest periods, failure to pay meal and rest
24 period premiums, failure to reimburse business expenses, failure to
25 timely pay all wages owed upon separation, failure to provide and
26 maintain accurate payroll records, failure to provide accurate,
27 itemized wage statements, and any related damages, penalties,
28 restitution, equitable relief, disgorgement, interest, or attorneys' fees.

25 *See* SA § A-25. This release is appropriately limited, as it applies to claims based on or alleged
26 in the Action and *Scott* Action. If a Class Member does not wish to take part in this settlement
27 and be bound by the release of class claims, the Class Member must submit a Request for
28 Exclusion. *See id.* at § C-16.

1 In addition, Class Members who were employed during the PAGA Period are bound by
2 the release of claims for civil penalties under the PAGA, based on violation of Labor Code §§
3 201-203, 226, 226.3, 226.7, 512, and 2802. *See* SA §A- 26; *see also* ZB, N.A. v. Superior Ct., 8
4 Cal. 5th 175, 196 (2019) (“Nonparty employees are bound by the judgment in an action under
5 the PAGA”).

6 **B. The Settlement Is Fair and Reasonable as it Recognizes the Inherent Risk of**
7 **Litigation.**

8 **1. The Settlement Carries a Strong Presumption of Fairness.**

9 Courts presume the absence of fraud or collusion in the negotiation of settlement unless
10 evidence to the contrary is offered. *Priddy v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989); *Mars*
11 *Steel Corp. v. Continental Illinois Nat’l Bank & Trust Co.*, 834 F.2d 677, 682 (7th Cir. 1987); *In*
12 *re Chicken Antitrust Litig.*, 560 F. Supp. 957, 962 (N.D. Ga. 1980). Courts do not substitute their
13 judgment for that of the proponents, particularly where, as here, settlement has been reached
14 with the participation of experienced counsel familiar with the litigation. *Nat’l Rural Telecomms.*
15 *Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004); *Hammon v. Barry*, 752 F. Supp.
16 1087 (D.D.C. 1990); *Steinberg v. Carey*, 470 F. Supp. 471 (S.D.N.Y. 1979); *In re Armored Car*
17 *Antitrust Litig.*, 472 F. Supp. 1357 (N.D. Ga. 1979); *Sommers v. Abraham Lincoln Federal Sav.*
18 *& Loan Ass’n*, 79 F.R.D. 571 (E.D. Pa. 1978).

19 While the recommendations of counsel proposing the settlement are not conclusive, the
20 Court can properly take them into account, particularly where, as here, they have been involved
21 in formal and informal discovery and negotiations for some period of time, appear to be
22 competent, have experience with this type of litigation, and have exchanged substantial evidence
23 from the opposing party. *See Newberg on Class Actions, supra*, § 11.47; *Nat’l Rural Telecomms.*
24 *Coop.*, 221 F.R.D. at 528 (“[s]o long as the integrity of the arm’s length negotiation process is
25 preserved, however, a strong initial presumption of fairness attaches to the proposed
26 settlement...[citations] and ‘great weight’ is accorded to the recommendations of counsel, who
27 are most closely acquainted with the facts of the underlying litigation”).

28 Here, both Class Counsel and Defendants’ counsel have a great deal of experience in

wage and hour class action litigation. Class Counsel has been approved as class counsel in a number of wage and hour class actions and have extensive litigation experience. *See* Agnew Decl. ¶¶ 52, 58; Declaration of Larry W. Lee (“Lee Decl.”) ¶ 5; Treglio Decl. Decl. ¶¶ 4-9. Each side has apprised the other of their respective factual contentions, legal theories, and defenses, resulting in negotiations taking place between the Parties. *See* Agnew Decl.

2. Defendants’ Potential Exposure.

Based on the class data provided by Defendants, Class Counsel estimated that Defendants would face potential liability of up to approximately \$20,943,014.42 for Plaintiffs’ class and PAGA claims if Plaintiffs succeeded at trial. Agnew Decl. ¶ 43. Class Counsel estimated Defendants’ maximum exposure as follows:

Claim	Estimated Exposure	Calculations/Formula
Labor Code § 226.7 – captive rest periods	\$6,960,389.38	100% violation rate assuming 484,201 shifts at an average hourly rate of \$14.375.
Labor Code §§226.7 & 512 – meal periods	\$2,268,466.04	33.33% violation rate assuming 473,419 shifts at an average hourly rate of \$14.375.
Labor Code § 2802 – cell phone reimbursement	\$490,259	\$1 per shift assuming 490,259 shifts
Labor Code § 226	\$4,928,000	Maximum statutory penalty of \$4,000 for 1,232 Class Members
PAGA	\$6,295,900	\$100 civil penalty per pay period (62,959)
Total Estimated Maximum Exposure	\$20,943,014.42	

The estimated exposure above likely significantly overestimates the potential liability in this action. While Class Counsel believes that a class can be certified, there is uncertainty and risks to Plaintiffs involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint, the possibility of non-certification, and the potential for appeals. Agnew Decl. ¶ 44. These risks on class certification are compounded by the existence of arbitration agreements. According to data provided by Defendants, approximately seventy percent of Class Members are subject to arbitration agreements, which include class action waivers. *See id.* Furthermore, the merits of the claims are disputed. *See id.* at ¶¶ 32-42.

1 **3. The Class and PAGA Claims Are Contested.**

2 **a. The Rest Period Claim.**

3 The rest period claim is premised on Defendants’ written policy that “non-exempt
4 employees [] may not leave work premises during a rest break.”⁶ See Agnew Decl. ¶ 32. Captive
5 rest periods are not allowed under California law. See *Augustus v. ABM Sec. Servs, Inc.*, 2 Cal. 5th
6 257 (2016). Indeed, during rest periods employers must relieve employees of ***all duties and***
7 ***relinquish control over how employees spend their time.***” *Id.* at 269; see also *id.* at 270 (“[A] rest
8 period means an interval of time free from labor, work, or any other employment-related duties.
9 And employees must not only be relieved of work duties, but also be freed from employer control
10 over how they spend their time”). Defendants, however, argue that their written rest period is not
11 *per se* unlawful. A number of courts have cited to *Augustus* and held that a policy that keeps
12 employees on-premises is not sufficient to establish that the employer did not relinquish control
13 during those breaks. See *Bowen v. Target Corp.*, 2020 WL 1931278, at *5 (C.D. Cal. Jan. 24,
14 2020) (dismissing rest break claim where employees were not “tethered” to “particular locations
15 within stores for the duration of their rest periods”); *Ritenour v. Carrington Mortg. Servs., LLC*,
16 2018 WL 5858658, at *7 (C.D. Cal. Sept. 12, 2018) (holding that defendant's on-premises rest
17 period policy was facially valid and legal). While Class Counsel believes that such cases are
18 distinguishable on a number of grounds (See Agnew Decl. ¶ 33), counsel also recognizes that the
19 Court could conclude that, as a matter of law, a captive rest period policy is insufficient to establish
20 employer control during a rest period. Defendants further argue that this particular rest period
21 policy was but a single document among a multitude of rest period policies in effect during the
22 class period and that none of the other policy documents in effect at that time stated such a
23 restriction. See Agnew Decl. ¶ 34.

24 **b. The Meal Period Claim**

25 Plaintiffs’ meal period claim is focused on Defendants’ practice of staffing employees
26

27 ⁶ In or around March 2023, Defendants revised its rest period policy. The 2023 revision omitted
28 language that explicitly required employees to remain on-site during their breaks. See Agnew
Decl. ¶ 32.

1 such that insufficient coverage was available for employees to take uninterrupted breaks. By way
2 of example, Plaintiff Suvorova’s time records show meal breaks shorter than 30-minutes on no
3 fewer than six occasions within a 30-day period. *See* Agnew Decl. ¶ 35. The sample time records
4 produced by Defendants similarly show that in more than one-third of the meal period qualifying
5 shifts, employees received a facially non-compliant meal period. *See id.* Plaintiffs further
6 contend that Defendants imposed an unlawful on-duty meal period agreement. *See id.* Both the
7 DLSE and trial courts agree that on-duty meal periods are a “limited alternative” to the off-duty
8 meal period requirements imposed by Labor Code sections 226.7(a) and 512. *See Abdullah v.*
9 *U.S. Sec. Associates, Inc.*, 731 F.3d 952, 959 (9th Cir. 2013). Defendants cannot “establish the
10 facts that would justify” the use of such an agreement. *See id.*

11 Defendants dispute the existence of a common policy that required Class Members to
12 interrupt their breaks to perform work related tasks. *See* Agnew Decl. ¶ 36. Defendants argue
13 that their only obligation was to make breaks available to employees – not to police them. *See*
14 *Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1040, 273 P.3d 513, 537 (2012) (“On the
15 other hand, the employer is not obligated to police meal breaks and ensure no work thereafter is
16 performed.”). Defendants further argue that even if Plaintiffs could demonstrate liability,
17 Plaintiffs could not certify this claim for class treatment because it was based on varying
18 practices where Defendants had facially compliant policies. Agnew Decl. ¶ 36. According to
19 Defendants, an adjudication of the alleged meal period violation would require individualized
20 assessments as to the circumstances of each missed, delayed or interrupted break. *See id.*
21 Defendants further argue that, even if Plaintiffs were able to establish that some employees
22 experienced a meal and/or rest period violation, such a claim would not be manageable. *See id.*

23 **c. The Wage Statement Claim.**

24 Plaintiffs allege that Defendants’ wage statements display the incorrect total hours
25 worked, in violation of Labor Code section 226(a). *See* Agnew Decl. ¶ 37. When overtime wages
26 were paid to employees, the corresponding wage statement displayed overtime wages on
27 multiple lines, showing amounts paid at a base rate of pay and other line items showing half the
28 base rate of pay. *See id.* As a result of this practice, the wage statements list redundant overtime

1 hours. Consequently, when the applicable hours are added, the sum does not correlate to the
2 correct number of total hours worked during the pay period.

3 Citing to *Morgan v. United Retail Inc.*, Defendants argue that compliance with Section
4 226(a)(2) does not require an employer to list the sum of hours worked on its wage statements.
5 186 Cal. App. 4th 1149. Defendants further maintain that any alleged omission of the total hours
6 worked from the wage statements was not a “knowing and intentional failure” by Defendants to
7 comply with Labor Code section 226(a), and penalties are therefore unwarranted. *See Harris v.*
8 *Vector Mktg. Corp.*, 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009); *Loeza v. JP Morgan*
9 *Chase Bank, N.A.*, 2014 WL 4912730, at *6 (S.D. Cal. Sept. 30, 2014) (holding that an employer
10 is only liable for damages as a result of failing to furnish conforming wage statements to
11 employees that suffer injury as a result of a knowing and intentional failure by an employer to
12 comply with [section 226\(a\)](#)); *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal.App.5th 937,
13 949 (2023) (holding that an employer’s failure to include meal and rest period premium pay on
14 the wage statements was not “knowing and intentional” because it had a good faith belief that it
15 was not in violation of Labor Code section 226) (petition for review granted, May 31, 2023).

16 Plaintiffs also pursue a wage statement violation that is purely derivative in nature (*see*
17 *Agnew Decl.* ¶ 39), and therefore vulnerable to a motion for summary judgment based on the
18 weaknesses of the underlying primary claims. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.
19 App. 5th 1308 (2018) (finding that the employees did not suffer a violation under 226(a) where
20 their wage statement cause of action was derived from an underlying wage and hour violation for
21 overtime); *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal.App.5th 937, 949 (2023)
22 (employer’s failure to include meal and rest period premium pay on the wage statements was not
23 “knowing and intentional” because it had a good faith belief that it was not in violation of Labor
24 Code section 226).

25 **d. The Reimbursement Claim.**

26 Plaintiffs allege that Defendants require employees to use personal cell phones to
27 communicate for work related purposes, but did not reimburse employees for the costs of such
28 usage. *See Agnew Decl.* ¶ 40. Defendants dispute the existence of a common policy that requires

employees to use personal cell phones for work-related purposes. *See id.* at ¶ 41. Defendant also contends that it maintained compliant written reimbursement policies and provided cell phones and phone stipends. *See id.* Some courts have denied class certification of Section 2802 claims because liability hinges on individualized inquiries into the actual expenses incurred by class members and whether each class member was fully reimbursed pursuant to the policy. *See Tokoshima v. Pep Boys—Manny Moe & Jack of California*, 2014 WL 1677979, at *10 (N.D.Cal., 2014); *Cabrales v. BAE Systems San Diego Ship Repair, Inc.*, 2023 WL 8458247, at *18 (S.D.Cal., 2023).

e. The Recovery of PAGA Penalties Is Uncertain.

Due to the discretionary nature of PAGA penalties, PAGA civil penalties are difficult to evaluate. Even assuming Plaintiffs ultimately prevail on their PAGA claims, the Court has discretion to reduce any PAGA penalties. Pursuant to Labor Code section 2699(e)(2), the Court can decline to award PAGA penalties where “if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Indeed, as shown in the Court of Appeal’s decision in *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer’s good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such a reduction to be proper. *Id.* at p. 539.

Although Plaintiffs believe in the merits of the alleged claims and maintain that there is no reason for reducing PAGA penalties, Plaintiffs are aware that Defendants may raise defenses to the claims and that, with respect to the reduction of PAGA penalties, they could be persuasive to the Court. Agnew Decl. ¶¶ 45-47. Thus, even if Plaintiffs were to successfully prove their claims at trial, there is a possibility that the Court may only award a small percentage of PAGA penalties, as the Court has discretion to do so. The Gross Settlement Amount was premised with this risk in mind, associated with the possibility of the Court significantly reducing Plaintiffs’ PAGA penalties, along with other attendant risks, even if Plaintiffs were to prevail at trial. *See id.* at ¶ 47.

1 **C. The Settlement is Reasonable When Compared to the Value of the**
2 **Underlying Labor Code Claim and Inherent Uncertainty of Litigation.**

3 The settlement for each Class Member is fair, reasonable, and adequate, given the
4 inherent risks of litigation, including the substantial risks relative to class certification, the costs
5 of pursuing such litigation, and the risks associated with the Court's discretion to reduce PAGA
6 penalties. *See* Agnew Decl. ¶ 50; Lee Decl. ¶ 2; Treglio Decl. Decl. ¶ 10. Here, based on the
7 amounts explained above, the total exposure for the class and PAGA claims amount to
8 approximately \$20,943,014.42.⁷ *See* Agnew Decl. ¶ 48. The Gross Settlement Amount is
9 approximately 13.25% of Defendants' maximum liability. *See id.* Numerous courts have held
10 that **gross** settlements approximating between 8 and 25% of the defendant's potential exposure
11 are fair and reasonable.⁸

12 Despite the asserted fairness of the settlement terms, as set forth in the Notice of
13 Proposed Class Action Settlement, should any Class Member wish to pursue his or her own case
14 for the claims being released herein, each Class Member has the right to submit a Request for
15 Exclusion (*i.e.*, opt-out) from the settlement. *See* SA § C-16. Moreover, as set forth in the Class

16 ⁷ This figure assumes that the Court would award full PAGA penalties in the amount of
17 \$6,295,900 *without discount*. If the Court applies the 90% reduction in PAGA penalties approved
18 in *Carrington*, the maximum penalty award would be \$629,590. Considering this reduced
19 penalty calculation, the realistic exposure on the class and PAGA claims totals \$15,276,704.42.
20 With this reduction, the Gross Settlement Amount is approximately 18.16% of the total
estimated liability. *See* Agnew Decl. ¶¶ 48-49.

21 ⁸ *See, e.g., In re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (holding that
22 class action settlement recovering 16% of potential exposure was fair and reasonable; "[i]t is
23 well-settled law that a cash settlement amounting to only a fraction of the potential recovery does
24 not per se render the settlement inadequate or unfair. Rather, the fairness and the adequacy of the
25 settlement should be assessed relative to risks of pursuing the litigation to judgment"; noting that
26 whether the settlement is fair and adequate depends on the "the difficulties in proving the case");
27 *Bellinghausen v. Tractor Supply Co.*, No. 13-CV-02377-JSC, 2015 WL 1289342, at p.*6 (N.D.
28 Cal. Mar. 20, 2015) (holding that class action settlement recovering between **8.5% and 25%** of
the defendant's potential exposure was fair); *Van Ba Ma v. Covidien Holding Inc.*, U.S. Dist. Ct.
Case No. 8:12-cv-02161 (C.D. Cal. 2014) (granting preliminary approval of wage and hour class
settlement which obtained **only 9.1%** of projected damages, given the risks of continued
litigation); *Villegas v. J.P. Morgan Chase & Co.*, No. CV 09-00261 SBA EMC, 2012 WL
5878390, at p.*6 (N.D. Cal. Nov. 21, 2012) (holding that gross class action settlement of
approximately 15% of the potential recovery was fair and reasonable).

1 Notice, Class Members are advised of their right to attend the final approval hearing and object
2 to any of the terms contained in the Settlement Agreement.⁹

3 **D. The Court Should Preliminarily Approve the Attorneys' Fees and Costs.**

4 California state and federal courts have recognized that an appropriate method for
5 determining award of attorneys' fees is based on a percentage of the total value of benefits to
6 Class Members by the settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254
7 (2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977) [*Serrano III*]; *Boeing Co. v. Van Gemert*, 444
8 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The
9 purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread
10 litigation costs proportionally among all the beneficiaries so that the active beneficiary does not
11 bear the entire burden alone." *Vincent*, 557 F.2d at 769.

12 The common fund doctrine is predicated on the principle of preventing unjust
13 enrichment. When a litigant's efforts create or preserve a fund from which others derive benefits,
14 he may require the passive beneficiaries to compensate those who created the fund. Both
15 California state and federal courts have embraced this doctrine. *Serrano III*, 20 Cal. 3d at 35;
16 *Vincent*, 557 F.2d at 769. Similarly, in *City and County of San Francisco v. Sweet*, 12 Cal. 4th
17 105, 110 (1995), the California Supreme Court recognized that the common fund doctrine has
18 been applied "consistently in California when an action brought by one party creates a fund in
19 which other persons are entitled to share." The reasons for applying the common fund doctrine
20 include: "fairness to the successful litigant, who might otherwise receive no benefit because his
21 recovery might be consumed by the expenses; correlative prevention of an unfair advantage to
22 the others who are entitled to share in the fund and who should bear their share of the burden of
23 its recovery; encouragement of the attorney for the successful litigant who will be more willing
24 to undertake and diligently prosecute proper litigation for the protection or recovery of the fund

25 _____
26 ⁹ Class Members do not need to do anything should they wish to receive their share of the
27 settlement funds. In other words, because this is not a claims-made settlement, Class Members
28 will not be required to make a submission to participate in the settlement. This substantially
decreases the amount of burden on each Class Member to receive their share of the settlement
funds.

1 if he is assured that he will be properly and directly compensated should his efforts be
2 successful.” *Id.*

3 Indeed, in 2016, the California Supreme Court held that the award of attorneys’ fees in
4 common fund wage and hour class action settlements should start with the percentage method.
5 *See Laffitte v. Robert Half Int’l*, 1 Cal. 5th 480, 503 (2016) (“We join the overwhelming majority
6 of federal and state courts in holding that when class action litigation establishes a monetary fund
7 for the benefit of the class members, and the trial court in its equitable powers awards class
8 counsel a fee out of that fund, the court may determine the amount of a reasonable fee by
9 choosing an appropriate percentage of the fund created”). The California Supreme Court in
10 *Laffitte* affirmed a fee award representing 33 1/3 percent of the fund. *Laffitte*, 1 Cal. 5th at 506.
11 And this was based on a lodestar amount that required a multiplier of 2.13. *Id.* at 487. As the
12 Court held, only when the multiplier is “extraordinarily high or low [should] the trial court []
13 consider whether the percentage method should be adjusted so as to bring the imputed multiplier
14 within a justifiable range.” *Id.* at 505.

15 Here, the Parties have agreed to a payment of a maximum of 33.33% of the Gross
16 Settlement Amount (\$925,000.00) for payment of Class Counsel as attorneys’ fees. Further, the
17 Parties have agreed to reimbursement of class counsel’s litigation costs of up to \$35,000. Class
18 Counsel have at their own risk, expended costs, for example, to file this instant action, service of
19 process, and payment of other litigation related costs. *See Agnew Decl.* ¶ 52. Based on the
20 foregoing, the Court should preliminarily approve the attorneys’ fees and costs being requested by
21 the Parties.

22 **E. The Court Should Preliminarily Approve the Proposed Service Awards.**

23 Class Representatives Tamara Suvorova, Andy Echeverria Palomo, and David Scott each
24 request a modest enhancement of \$10,000.00 (\$30,000.00). *See SA* §§ A-30. The Class
25 Representatives met and conferred with Class Counsel on a number of occasions to discuss the
26 case, provided documents and information to Class Counsel, and reviewed the Settlement
27 Agreement. *See Suvorova Decl.* ¶¶ 6-7; *Echeverria Palomo Decl.* ¶ 6-7; *Scott Decl.* ¶ 6-7. As
28 part of their duties as Class Representatives, Plaintiffs provided invaluable information and

documents that resulted in this settlement. *See* Suvorova Decl. ¶ 6; Echeverria Palomo Decl. ¶6; Scott Decl. ¶ 6. In addition to the invaluable services that they provided, Plaintiffs also took a significant risk, both professionally and monetarily, in acting as a Class Representative and seeking benefits on behalf of the Class. Because the claims alleged by the Class Representatives involved the payment of costs to the prevailing party, Plaintiffs could have possibly faced paying the costs of Defendants had they not prevailed in this action.

Furthermore, given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiffs may face prejudice in the future from other potential employers. Plaintiffs took this risk upon themselves and the whole Class benefited from these risks taken by Plaintiffs. Class Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a public lawsuit.

Finally, as part of this settlement, Plaintiffs have agreed to provide a full, complete, and general release of their individual claims, something that the Class Members did not have to provide. This sacrifice by Plaintiffs for the benefit of the Class further warrants the requested enhancement amount.

F. The Court Should Preliminarily Approve the Administration Costs.

The Parties have agreed to an estimated payment of \$21,000.00 to the Settlement Administrator, CPT Group, to send notices and to administer this settlement. *See* SA §§ A-32, A-33. CPT Group is a well-recognized class action settlement administrator. *See* Admin Decl. ¶ 6, Ex. A. The Parties believe that the administration fee is reasonable and should be approved. *See* Agnew Decl. ¶ 29.

G. The Court Should Conditionally Certify the Class.

Defendants have agreed to certify the Class for settlement purposes only. The Class that Plaintiffs seek to conditionally certify is ascertainable. “Class members are ‘ascertainable’ where they may be readily identified without unreasonable expense or time by reference to official records.” *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334 (2008) Here, members of the Class

1 are readily identifiable. Defendants have determined that there are approximately 1,232
2 individuals that comprise of the Class. Furthermore, the Class is sufficiently numerous. Courts
3 generally find that numerosity is satisfied if the class includes forty or more members. *See*
4 *Villalpando v. Excel Direct Inc.*, 303 F.R.D. 588, 605-606 (N.D. Cal. 2014).

5 The commonality requirement is met when there are questions of law and fact common to
6 the class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (1998) “The existence of shared
7 legal issues with divergent legal factual predicates is sufficient, as is a common core of salient
8 facts couple with disparate legal remedies within the class”). Plaintiffs allege that Defendants, as
9 a matter of its corporate policy, practice, or procedure violated the Labor Code by failing to provide
10 off-duty meal and rest breaks, pay premium compensation in lieu of providing proper breaks,
11 reimburse business expenses, provide accurate itemized wage statements, and pay all wages upon
12 separation of employment. *See* Suvorova Decl. ¶¶ 3-4; Echeverria Palomo Decl. ¶ 3-4; Scott Decl.
13 ¶ 3-4. In other words, Plaintiffs were subjected to the same policy and practice as other Class
14 Members. Thus, Plaintiffs’ claims are typical to those of Class Members.

15 The adequacy requirement is also met. “Adequacy of representation depends on whether
16 the plaintiff’s attorney is qualified to conduct the proposed litigation and the plaintiff’s interests
17 are not antagonistic to the interests of the class.” *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442,
18 450 (1976). Here, Plaintiffs do not have any interests adverse to the class, nor has any such issues
19 been raised or presented. *See* Suvorova Decl. ¶ 6; Echeverria Palomo Decl. ¶ 6; Scott Decl. ¶ 6.
20 Plaintiffs have taken all necessary steps to represent the interests of the Class, and by providing
21 information and documents to Plaintiffs’ counsel. *See* Suvorova Decl. ¶ 6; Echeverria Palomo
22 Decl. ¶ 6; Scott Decl. ¶ 6. For such reasons, Plaintiffs have adequately represented the Class
23 Members and will continue to do so.

24 Further, as detailed in their declarations, Class Counsel has adequately represented the
25 Class and has experience with wage and hour class actions. Indeed, Class Counsel are experienced
26 and well-qualified class action litigators who have litigated many wage and hour class actions and
27 have each been certified as class counsel in numerous other class actions, particularly wage and
28 hour class actions. *See* Agnew Decl. ¶¶ 52-59; Lee Decl. ¶¶ 3-5; Treglio Decl. ¶¶ 4-9. From the

1 inception of the case, Class Counsel has solely represented the interest of the Class. *See* Agnew
2 Decl. ¶ 51; Lee Decl. ¶ 6; Treglio Decl. ¶¶ 25.

3 **IV. NOTICE TO THE LWDA HAS BEEN PROVIDED**

4 Concurrent with the filing of this Motion, Plaintiff uploaded the instant motion to the
5 LWDA's website. *See* Agnew Decl. ¶ 60, Exhibit 8.

6 **V. CONCLUSION**

7 Here, the proposed settlement is fair, adequate, and reasonable. It will result in both
8 substantial monetary benefits to Class Members; it is non-collusive; and it was achieved as the
9 result of informed, extensive, and arm's length negotiations conducted by counsel for respective
10 Parties who are experienced in wage and hour class action litigation. For the foregoing reasons,
11 Plaintiffs respectfully request that the Court grant preliminary approval of the proposed
12 settlement, sign the proposed Order, approve and authorize mailing of the Notice of Proposed
13 Class Action Settlement, and set a date for a final approval hearing.

14
15 DATED: April 24, 2024

DIVERSITY LAW GROUP, P.C.

16
17 By: _____

Larry W. Lee

Kristen M. Agnew

Attorneys for Plaintiffs and the Aggrieved
Employees