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SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

WENDY NAVARRO GARCIA, for herself
and all others similarly situated,

Plaintiff,

vs.

WIDDICOMBE ENTERPRISES, INC. and
DOES 1 to 100,

Defendants

Case No. 30-2021-01235358-CU-OE-CXC

**PLAINTIFF WENDY NAVARRO
GARCIA'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT AND
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
ADAM ROSE; PROPOSED ORDER**

Date: April 14, 2023
Time: 1:30 p.m.
Location: CX103

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on April 14, 2023 at 1:30 p.m. or as soon thereafter as the matter may be heard in Department CX103 of the Orange County Superior Court located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, Plaintiff Wendy Navarro Garcia will move the court pursuant to Rule of Court 3.769(c) and seek an order for the following:

(1) preliminarily approving the Class Action and PAGA Settlement;

(2) provisionally certifying the following class for settlement purposes only: all individuals who were employed by Defendant in California as non-exempt hourly employees at any time

1 between January 1, 2018 and the date of preliminary approval or February 10, 2023, whichever
2 occurs first;

3 (3) appointing Wendy Navarro Garcia as the Class Representative and Frontier Law Center
4 as Class Counsel;

5 (4) finding on a preliminary basis that the settlement appears to be within the range of
6 reasonableness;

7 (5) approving the Notice of Proposed Class Action Settlement (“Notice Packet”) for the
8 Class Members and its concomitant distribution;

9 (6) appointing Phoenix Class Action Administration Solutions as the Administrator; and

10 (7) setting the matter for a Final Approval hearing.

11 The Motion will be based on this notice, the Memorandum of Points and Authorities, the
12 declaration of Adam Rose which contains the Settlement Agreement and the proposed Notice
13 Packet, pleadings on file, and arguments at the hearing.

14
15 Date: March 10, 2023

FRONTIER LAW CENTER

16 /s/ Adam Rose
17 Attorney for Plaintiff
18 Wendy Navarro Garcia
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Table of Contents

I.	INTRODUCTION.....	4
II.	BACKGROUND OF THE SETTLEMENT.	4
A.	Procedural History and Summary of the Allegations.....	4
B.	The Parties Agree to Private Mediate.....	4
C.	The Terms of the Settlement.	5
1.	Settlement and Allocation of the Claims.....	5
III.	OVERVIEW OF THE APPROVAL PROCESS	5
A.	Two-Step Approval Process.....	5
B.	Conditional Certification is Appropriate.....	6
IV.	THE COURT SHOULD GRANT PRELIMINARY APPROVAL	6
A.	The Settlement is Fair, Reasonable, and Adequate, and Not the Result of Fraud or Collusion.....	6
B.	The Proposed Settlement Meets the <i>Kullar</i> Factors.....	7
1.	Strengths and Weaknesses of the Claims.....	7
a.	Meal and Rest Break Claims	8
b.	Wage and Hour Violations.....	9
c.	Wage Statement Violations.....	9
d.	Waiting Time Penalties	9
e.	PAGA Penalties.....	9
2.	Maximum Damages and Penalties at Issue.	10
C.	An Analysis of the Terms of the Settlement	11
1.	Estimate of Class Members' Recovery	11
2.	Cy Pres Recipient	11
3.	Scope of the Release	11
4.	Notice to Class Members	12
5.	Tax Treatment of Settlement Amounts	12

1
2
3
4
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11
12
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16
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20
21
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23
24
25
26
27
28

6. Proposed Payment to Class Representative 12

7. Attorneys’ Fees and Costs 13

8. Class Administration Costs 13

V. THE PROPOSED CLASS MEETS ALL CERTIFICATION REQUIREMENTS 13

A. The Class is Ascertainable and Sufficiently Numerous. 13

B. There Are Common Questions of Law and the Claims Are Typical 13

C. Plaintiff and Plaintiff’s Counsel Adequately Represent the Class 14

VI. LWDA HAS BEEN PROVIDED WITH NOTICE OF THIS MOTION 14

VII. CONCLUSION AND ACTION REQUESTED 14

1 **TABLE OF AUTHORITIES**

2 **Cases**

3 *Bellinghausen v. Tractor Supply Co.*, No. 13-CV-02377-JSC, 2015 WL 1289342, at *6 (N.D. Cal.
4 Mar. 20, 2015) 11

5 *Delgado v. New Albertson's, Inc.*, 2010 WL 11507599 at *7 (C.D. Cal. March 15, 2010) 10

6 *Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal. 4th 1 (2014) 8

7 *In re Mego Fin. Corp. Secs. Litig.* (9th Cir. 2000) 213 F.3d 454..... 11

8 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 130, 133 (2008) 8

9 *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334 (2008)..... 14

10 *Magadia v. Wal-Mart Assocs.*, 384 F. Supp. 3d 1058, 1069 (N.D. Cal. 2019)..... 11

11 *McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442 14

12 *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004) 7, 8

13 *Priddy v. Edelman*, 883 F.2d 438, 447 (6th Cir. 1989) 7

14 *Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462, 473 (1981) 14

15 *Stephens v. Montgomery Ward & Co.*, 193 Cal. App. 3d 411, 421 (1987)..... 14

16 *Van Ba Ma v. Covidien Holding Inc.*, U.S. Dist. Ct. Case No. 8:12-cv-02161 (C.D. Cal. 2014)... 11

17 *Villalpando v. Excel Direct Inc.* (N.D. Cal. 2014) 303 F.R.D. 588 14

18 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 240 (2001) 7

19

20 **Statutes**

21 Lab. Code, § 2699 10

22 Code Civ. Proc., § 384 12

23

24 **Treatises**

25 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002) 7, 8

26 The Manual for Complex Litigation (Third) § 30.41 6

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This is a wage and hour class and PAGA action. Plaintiff Wendy Navarro Garcia
4 (“Plaintiff”) worked as non-exempt employee for Defendant Widdicombe Enterprises, Inc.
5 (“Widdicombe”) in one of their McDonald’s franchise restaurants. Plaintiff alleges that Defendant
6 violated the Labor Code by the following: (1) requiring employees to work off the clock after the
7 end of their scheduled shifts; (2) not providing off-duty meal and rest breaks; (3) not providing
8 accurate and complete wage statements; and (4) not paying waiting time penalties.

9 Prior to the mediated settlement, the Parties engaged in the exchange of informal data and
10 a study of the legal principles applicable to the claims asserted. Widdicombe produced a sampling
11 of payroll data, including respective dates of employment, hourly rates, schedules and timecards,
12 the number of pay periods during the class period, and the number of class members and
13 aggrieved employees.

14 With the assistance of experienced employment law mediator Chris Barnes, the Parties
15 reached a current settlement. The terms provide Defendant shall pay a gross amount of
16 \$1,200,000. This is non-reversionary, so the class members do not need to submit claim forms.

17
18 **II. BACKGROUND OF THE SETTLEMENT.**

19 **A. Procedural History and Summary of the Allegations**

20 On November 19, 2021 Plaintiff uploaded a PAGA letter to the LWDA website and sent
21 the letter by certified mail to Widdicombe. Then on December 9, 2021 the complaint containing
22 the following causes of action: wage and hour violations, meal break violations, rest break
23 violations, wage statement penalties, waiting time penalties, and violation of the Unfair
24 Competition Law. Thereafter, Plaintiff filed an amended complaint adding a cause of action for
25 PAGA penalties on March 4, 2022.

26
27 **B. The Parties Agree to Private Mediate**

28 Plaintiff then propounded written discovery. In response, Defendant suggested that the
Parties place an informal stay on discovery and schedule a mediation, to which Plaintiff agreed.

1 Informal data was requested to facilitate mediation. In response, Widdicombe produced
2 Plaintiff's personnel file, company policies and handbooks, and a 20% sampling of time and
3 payroll records. There are 1,172 class members and 642 aggrieved employees who worked 65,884
4 workweeks during the class period and 13,410 pay periods during the PAGA period.

5 Experienced employment law mediator Chris Barnes mediated the case on December 12,
6 2022. After a full day, the parties reached a settlement. The settlement was reduced to a long form
7 settlement agreement, and it was fully signed on January 17, 2023.

8 9 **C. The Terms of the Settlement.**

10 **1. Settlement and Allocation of the Claims**

11 The Class consists of the following: "All individuals who resided in California and were
12 employed by Defendant as non-exempt hourly employees at any time between January 1, 2018
13 and the date of preliminary approval, or February 18, 2023 mediation, whichever occurs first."
14 Based upon Widdicombe's records, the number of Class Members is approximately 1,172.

15 The payments to each Class Member will depend on the number of workweeks worked by
16 during the Class Period. Additionally, \$75,000 is allocated to PAGA. Subsequently, \$400,000
17 (1/3 of the gross settlement) is attributed to attorney fees, \$12,000 is attributed to costs, \$14,500
18 for settlement administration, and \$10,000 is the requested class representative enhancement.

19 This means that of the \$1,200,000 gross settlement, after the deductions above, the net
20 settlement amount is \$688,500.

21 22 **III. OVERVIEW OF THE APPROVAL PROCESS**

23 **A. Two-Step Approval Process**

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

28 ///

1 If the preliminary evaluation of the proposed settlement does not disclose grounds
2 to doubt its fairness or other obvious deficiencies, such as unduly preferential
3 treatment of class representatives or of segments of the class, or excessive
4 compensation for attorneys, and appears to fall within the range of 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.

5
6 Thus, the preliminary approval by the trial court is simply a conditional finding that the
7 settlement appears to be within the range of acceptable settlements. As Professor Newberg
8 commented, “The strength of the findings made by a judge at a preliminary hearing or conference
9 concerning a tentative settlement proposal may vary. The court may find that the settlement
10 proposal contains some merit, is within the range of reasonableness required for a settlement offer,
11 or is presumptively valid subject only to any objections that may be raised at a final hearing.” 4
12 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions*, § 11.26 (4th ed. 2002).

13 14 **B. Conditional Certification is Appropriate**

15 The parties also may, at the preliminary approval stage, request that the court provisionally
16 certify class—conditional upon final approval of the settlement. “Pre-certification settlements are
17 routinely approved if found to be fair and reasonable.” (*Wershba v. Apple Computer, Inc.* (2001)
18 91 Cal. App. 4th 224, 240; accord *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1803
19 (although the settlement was reached before any adversary certification, the court was satisfied
20 that it was fair, adequate and reasonable).

21 22 **IV. THE COURT SHOULD GRANT PRELIMINARY APPROVAL**

23 **A. The Settlement is Fair, Reasonable, and Adequate, and Not the Result of** 24 **Fraud or Collusion**

25 Courts presume the absence of fraud or collusion in the negotiation of settlement unless
26 evidence to the contrary is offered. (*Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447; *Mars*
27 *Steel Corp. v. Continental Illinois Nat’l Bank & Trust Co.* (7th Cir. 1987) 834 F.2d 677, 682.
28 Courts do not substitute their judgment for that of the proponents, particularly where a settlement

1 was reached with the participation of experienced counsel familiar with the litigation. (*Nat'l Rural*
2 *Telecomms. Coop. v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 528 (C.D. Cal. 2004).

3 While the recommendations of counsel proposing the settlement are not conclusive, the
4 Court can take them into account, particularly where they were involved in discovery and
5 negotiations for some period of time, appear to be competent, have experience with this type of
6 litigation, and have exchanged evidence from the opposing party. *See Newberg on Class Actions*,
7 *supra*, at § 11.47; *Nat'l Rural Telecomms. Coop.*, *supra*, 221 F.R.D. at p. 528 (quoting *In re Paine*
8 *Webber Ltd. P'ships Litig.* (S.D.N.Y. 1997) 171 F.R.D. 104, 125 ("So long as the integrity of the
9 arm's length negotiation process is preserved [] a strong initial presumption of fairness attaches to
10 the proposed settlement...[citations] and great weight is accorded to the recommendations of
11 counsel, who are most closely acquainted with the facts of the underlying litigation"))).

12 Here, both Plaintiffs' counsel and Widdicombe's counsel have a great deal of experience in
13 wage and hour class action litigation, as demonstrated in the attached declaration. Moreover,
14 Plaintiff's counsel investigated of the allegations and consulted with an expert to formulate a
15 damages model. This information was incorporated into the arms-length negotiations.

16 The settlement for each Class Member is fair, reasonable, and adequate, given the inherent
17 risks of litigation, including the substantial risks relative to class certification, and the costs of
18 pursuing such litigation, discussed further below. Of course class members may still opt out of the
19 settlement, and the class members will be apprised of their right to attend the fairness hearing, and
20 submit objections to the proposed settlement.

21 22 **B. The Proposed Settlement Meets the Kullar Factors.**

23 As explained in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 130, 133,
24 a class action settlement should be approved when the plaintiff has conducted discovery and the
25 settlement is reasonable in light of the strengths and weaknesses of the claims.

26 27 **1. Strengths and Weaknesses of the Claims.**

28 Although Plaintiff's counsel believes the claims are meritorious, they are experienced and

1 realistic, and understand the possibility of non-certification on one or more of the theories alleged.
2 Plaintiffs' counsel further recognizes that the outcome of a trial, any appeal that could follow, are
3 inherently uncertain. These risks on are compounded by the Supreme Court's holding in *Duran v.*
4 *U.S. Bank Nat'l Ass'n* (2014) 59 Cal.4th 1 (use of statistical evidence regarding certification).

5
6 **a. Meal and Rest Break Claims**

7 Employers must allow their employees to take 30-minute meal periods after every five
8 hours of work. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1037-1038.
9 Such meal periods must be unfettered — *i.e.*, when taking such meal periods, the employee must
10 be relieved of all duty during the entire 30-minute meal period. IWC Wage Order No. 5 § 11(A)
11 (emphasis added). Indeed, this has been well settled since being affirmed by the California
12 Supreme Court in *Brinker*, *supra*, 53 Cal. 4th at 1040-41 n. 19 (“The employer that refuses to
13 relinquish control over employees during an owed meal period violates the duty to provide the
14 meal period and owes compensation”). Similarly, employees' rest break must be taken off-duty
15 and unfettered by the employer; Labor Code section 226.7 provides for an additional hour of pay
16 at the regular rate for each meal period missed and/or day in which a rest break was denied.

17 Plaintiff alleges that Widdicombe required class members to frequently either 1) take late
18 meal and rest breaks, 2) forgo such breaks entirely, or 3) have their break interrupted to be called
19 back on duty without being given a replacement break. In all the above situations, Plaintiff alleges
20 that Widdicombe required class members to record that full and compliant breaks were
21 nevertheless taken, or else managers would alter records to reflect that full breaks were taken.

22 Defendant denies any liability or wrongdoing of any kind. Further, according to the
23 expert's evaluation, the timecards showed meal breaks were missed only about 5.4% of the time.
24 Further, different restaurants owned and operated by Widdicombe span five different restaurants
25 might have had varying managerial styles and levels of customer frequency.

26 The facts above comprised risks for certification, since there could be a possibility that
27 only individual questions would predominate, and no method of proof would show a uniform lack
28 of breaks at all the restaurants.

1 **b. Wage and Hour Violations**

2 Plaintiff alleges Widdicombe required class members to perform work-related functions,
3 such as filling ice machines and otherwise preparing the restaurant for business, after scheduled
4 shift hours, and therefore without pay.

5 Yet, there was no written policy indicating that class members had to perform off the clock
6 work, and to the extent that a manager verbally required a class member to work off the clock, the
7 do this, individualized issues could ultimately preclude certification.

8
9 **c. Wage Statement Violations**

10 The wage statement violations are derivative of the unpaid time and meal and rest break
11 violations. Thus, Widdicombe could counter that any alleged omission of information from the
12 wage statements was not knowing and intentional, which could negate wage statement penalties.
13 (See *Harris v. Vector Mktg. Corp.* (N.D. Cal. 2009) 656 F. Supp. 2d 1128, 1145-46 (summary
14 adjudication warranted on Section 226(e) claim where dispute existed as to whether plaintiff was
15 independent contractor, and record lacked evidence that conduct was knowing or willful).

16
17 **d. Waiting Time Penalties**

18 Similarly, the waiting time penalties are derivative from the off the clock and missed break
19 allegations, which are theoretically recoverable consistent with *Naranjo v. Spectrum Sec. Servs.,*
20 *Inc.* (2022) 13 Cal.5th 93. On the other hand, Widdicombe might argue that any lack of payment
21 was not willful and therefore waiting time penalties would not apply.

22
23 **e. PAGA Penalties.**

24 The trial court has the discretion to reduce PAGA penalties if, based on the facts and
25 circumstances of the case, to do otherwise would result in an award that is unjust, arbitrary and
26 oppressive, or confiscatory. (Lab. Code, § 2699(e)(2); see also *Delgado v. New Albertson's, Inc.*,
27 2010 WL 11507599 at *7 (C.D. Cal. March 15, 2010) (explaining that court's discretion to reduce
28 penalties under PAGA protects defendants from unconstitutionally excessive penalties).

1 PAGA penalties could potentially be reduced based on the above. The following are some
2 examples of PAGA awards which were awarded after an actual trial - in the matter of *Magadia v.*
3 *Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F.Supp.3d 1058, while the trial court imposed substantial
4 PAGA penalties, it still represented reductions of 67% and 80% of the potential PAGA penalties.

5 Likewise, in the matter of *Parr v. Golden State Overnight*, Judge Carville of the Alameda
6 Superior Court assessed PAGA penalties upon the defendant of approximately 7% of the total
7 maximum penalties—again, this was only after plaintiff had prevailed at trial. (*Parr v. Golden*
8 *State Overnight Delivery Service, Inc.*, No. RG12-618103, 2014 WL 11199453 (July 10, 2014).)

10 **2.Maximum Damages and Penalties at Issue.**

11 Based on the data provided, Plaintiffs’ counsel estimated maximum total damages and
12 penalties (including PAGA) to be approximately \$9,272,868. Thus, the settlement of \$1,200,000 is
13 about 12.9% of the total estimated liability, which is consistent with other class settlements and
14 within the range of reasonableness.

15 Numerous courts have held that gross settlements approximating between only 8 and 25%
16 of the defendant’s potential exposure are fair and reasonable. (*See, e.g., In re Mego Fin. Corp.*
17 *Secs. Litig.* (9th Cir. 2000) 213 F.3d 454, 459 holding that class action settlement recovering 16%
18 of potential exposure was fair and reasonable; “It is well-settled law that a cash settlement
19 amounting to only a fraction of the potential recovery does not per se render the settlement
20 inadequate or unfair.

21 Rather, the fairness and the adequacy of the settlement should be assessed relative to risks
22 of pursuing the litigation to judgment”; *Bellinghausen v. Tractor Supply Co.*, No. 13-CV-02377-
23 JSC, 2015 WL 1289342, at *6 (N.D. Cal. Mar. 20, 2015) (holding that class action settlement
24 recovering between 8.5% and 25% of the defendant’s potential exposure was fair); *Van Ba Ma v.*
25 *Covidien Holding Inc.*, U.S. Dist. Ct. Case No. 8:12-cv-02161 (C.D. Cal. 2014) (court granted
26 preliminary approval of wage and hour class settlement which obtained 9.1% of projected
27 damages, given the risks of continued litigation.)

28 ///

1 **C. An Analysis of the Terms of the Settlement**

2 **1. Estimate of Class Members' Recovery**

3 The amount allocated to each Class Member is based on the number of workweeks worked
4 during the Class Period. Based on the Net Settlement Amount of \$688,500, the average payment
5 for the 1,172 class members is \$587.45, an excellent result.

6
7 **2. Cy Pres Recipient**

8 Any individual settlement payments that remain uncashed within 180 days of the mailing
9 of settlement payment checks by the settlement administrator will be paid to the *cy pres* recipient
10 Community Legal Aid Socal, pursuant to Code of Civil Procedure section 384.

11
12 **3. Scope of the Release**

13 The scope of the release, as listed below, is identified in the Settlement at sections 6.2 and
14 6.3, as well as in the Notice Packet that will be sent to Class Members and is limited to the claims
15 in the first amended complaint:

16 **6.2 Release by Participating Class Members Who Are Not Aggrieved**

17 Employees: All Participating Class Members, on behalf of themselves and their
18 respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, release Released Parties from (i) all
20 claims that were alleged, or reasonably could have been alleged, based on the
21 Class Period facts stated in the Operative Complaint. Except as set forth in
22 Section 6.3 of this Agreement, Participating Class Members do not release any
23 other claims, including claims for vested benefits, wrongful termination, violation
24 of the Fair Employment and Housing Act, unemployment insurance, disability,
25 social security, workers' compensation, or claims based on facts occurring
26 outside the Class Period.

27 **6.3 Release by Non-Participating Class Members Who Are Aggrieved**

28 Employees: All Non-Participating Class Members who are Aggrieved Employees
are deemed to release, on behalf of themselves and their respective former and
present representatives, agents, attorneys, heirs, administrators, successors, and
assigns, the Released Parties from all claims for PAGA penalties that were
alleged, or reasonably could have been alleged, based on the PAGA Period facts
stated in the Operative Complaint and the PAGA Notice.

1 **4. Notice to Class Members**

2 Within 15 days of preliminary approval, Widdicombe will transmit to the Settlement
3 Administrator the following: each Class Members Member's full name; most recent mailing
4 address; social security number; the number of workweeks each Class Member worked during the
5 Class and PAGA Periods and number of PAGA Pay Periods. (See Settlement, at §§ 1.8, 4.2.)

6 Within 14 days after receiving the Class List and Data, the Settlement Administrator shall
7 mail Notice Packets to all Class Members via regular First-Class U.S. Mail, using the most
8 current, known mailing addresses. (See Settlement, at § 8.4.2.) With respect to any returned
9 envelopes, the Settlement Administrator shall re-mail to the forwarding address affixed thereto. If
10 no forwarding address is provided, the Settlement Administrator shall promptly attempt to
11 determine a correct address by use of skip-tracing, or other search using the name, address and/or
12 social security number of the respective Class Member, and shall then perform a re-mailing, if
13 another mailing address is identified by the Settlement Administrator.

14 Class Members will be provided 60 days to opt out, challenge the number of workweeks,
15 or object to the settlement. (See Settlement, at §§8.5.1, 8.6., 8.7.1.) Further, Class Members will
16 be notified of the time, date, and place of the final approval hearing and of their right to appear at
17 the fairness hearing.

18
19 **5. Tax Treatment of Settlement Amounts**

20 The Settlement provides that 20% of each Individual Settlement Payment shall be
21 allocated as payment for alleged unpaid wages, and 80% shall be allocated as alleged penalties
22 and interest. The Settlement Administrator will issue distribute appropriate IRS tax forms.

23
24 **6. Proposed Payment to Class Representative**

25 Plaintiff requests an individual enhancement payment of \$10,000, which will be discussed
26 in detail in the motion for final approval.

27 ///

28 ///

1 **7. Attorneys' Fees and Costs**

2 The attorney fees and costs will be discussed in detail in the motion for final approval.

3
4 **8. Class Administration Costs**

5 Similarly, reimbursement of the settlement administrator's costs will be discussed in the
6 final approval motion.

7
8 **V. THE PROPOSED CLASS MEETS ALL CERTIFICATION REQUIREMENTS**

9 **A. The Class is Ascertainable and Sufficiently Numerous.**

10 The Class that Plaintiff seeks to conditionally certify is ascertainable. "Class members are
11 ascertainable where they may be readily identified without unreasonable expense or time by
12 reference to official records." (*Lee v. Dynamex, Inc.* (2008) 166 Cal. App. 4th 1325, 1334.)
13 Widdicombe determined that there are 1,172 class members. (See Settlement, ¶ 4.1.)

14 Furthermore, the Class is sufficiently numerous. Courts generally find that numerosity is
15 satisfied if the class includes forty or more members. (*See Villalpando v. Excel Direct Inc.* (N.D.
16 Cal. 2014) 303 F.R.D. 588, 605-606.)

17
18 **B. There Are Common Questions of Law and the Claims Are Typical**

19 The commonality requirement is met when there are questions of law and fact common to
20 the class. (*Hanlon v. Chrysler Corp.* (1998) 150 F.3d 1011, 1019 ("The existence of shared legal
21 issues with divergent legal factual predicates is sufficient, as is a common core of salient facts
22 couple with disparate legal remedies within the class"). Commonality requires only that some
23 common legal or factual questions exist; the plaintiff need not show that all issues in the litigation
24 are identical. (*See Richmond v. Dart Industries, Inc.* (1981) 29 Cal. 3d 462, 473 (1981) Where the
25 employer's conduct is uniformly directed at a class of employees, as it is here, the classwide
26 impact of the policies satisfies the commonality requirement. (*See Stephens v. Montgomery Ward*
27 *& Co.* (1987) 193 Cal. App. 3d 411, 421.)

28 ///

1 The claims outlined above were arguably common to all class members, and Plaintiff was
2 subjected to the violations, satisfying the typicality requirement.

3
4 **C. Plaintiff and Plaintiff's Counsel Adequately Represent the Class**

5 The adequacy requirement is also met. "Adequacy of representation depends on whether
6 the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests
7 are not antagonistic to the interests of the class." (*McGhee v. Bank of Am.* (1976) 60 Cal.App.3d
8 442, 450.) Correspondingly, Plaintiff does not have any interests adverse to the class.

9 As detailed in the attached declaration, Plaintiff's counsel are experienced and well-
10 qualified class action attorneys who have settled a variety wage and hour matters. The work done
11 to prepare for the mediation was fastidious and methodical, which yielded the successful result.

12
13 **VI. LWDA HAS BEEN PROVIDED WITH NOTICE OF THIS MOTION**

14 The settlement will be uploaded the LWDA website on the same day the motion is filed.

15
16 **VII. CONCLUSION AND ACTION REQUESTED**

17 Plaintiff submits that the proposed settlement is fair, adequate, and reasonable. It will
18 result in both substantial monetary benefits to Class Members and the PAGA portion of the
19 settlement will also benefit the State of California.

20 The settlement was reached after informed, extensive, and arms' length negotiations
21 conducted by counsel for respective parties who are experienced in wage and hour class action
22 litigation, who were able to research the issues and develop a convincing damages model.

23 Out of the gross settlement of \$1,200,000, after the deductions for attorney fees, costs,
24 settlement administration, the PAGA allocation, and Plaintiff's enhancement payment, a net
25 settlement amount of \$688,500 will be provided for the class members; a definite benefit.

26 Plaintiff respectfully requests the Court to grant the motion for preliminary approval,
27 approve and authorize mailing of the Notice Packet, set a date for the final approval hearing.

28 ///

1 Date: March 14, 2023

FRONTIER LAW CENTER

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Adam Rose

Adam Rose
Attorney for Plaintiff
Wendy Navarro Garcia