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on behalf of himself and all others similarly situated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOE VIGIL, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

HYATT CORPORATION, a Delaware
corporation, GRAND HYATT S.F.,
LLC, a Delaware limited liability
company, doing business as GRAND
HYATT SAN FRANCISCO, and
DOES 1-50, inclusive,

Defendants.

Case No. 4:22-cv-00693-HSG
Judge: Haywood S. Gilliam, Jr.

**MEMORANDUM IN SUPPORT
OF PLAINTIFF JOE VIGIL'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT, CONDITIONAL
CERTIFICATION OF
SETTLEMENT CLASS, AND
APPROVAL OF PROPOSED
NOTICE OF CLASS ACTION
SETTLEMENT**

Date: August 24, 2023
Time: 2:00 p.m.
Courtroom 2

Action Filed: November 2, 2021

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1 **I. INTRODUCTION**

2 Plaintiff Joe Vigil (“Plaintiff”) seeks preliminary approval of a \$725,000
3 non-reversionary, pre-certification wage and hour class and representative action
4 settlement with Defendants Hyatt Corporation and Grand Hyatt S.F., LLC
5 (“Hyatt” or “Defendants”). The Joint Stipulation of Class Action Settlement and
6 Release of Claims (the “Settlement”) is attached as Exhibit 1 to the Declaration
7 of James R. Hawkins. If approved, this settlement will resolve the claims of
8 approximately 527 current and former non-exempt, hourly employees working
9 for Defendants at the Grand Hyatt San Francisco hotel at any time between
10 November 2, 2017, and March 9, 2023, inclusive. (Plaintiff and Defendant shall
11 be jointly referred to as the “Parties”).

12 This entire amount is non-reversionary, such that no monies will revert to
13 Defendants. The Parties believe that this amount is fair, adequate, and
14 reasonable, especially given the risks and uncertainty of obtaining and
15 maintaining class certification and proving the merits of this case at trial.

16 Therefore, the Parties respectfully request that the Court grant this Motion
17 for Preliminary Approval of Class Action Settlement.

18 **II. THE PARTIES AND PROCEDURAL HISTORY**

19 Plaintiff Joe Vigil is a former employee of Hyatt Corporation who worked
20 at the Grand Hyatt San Francisco hotel. (Declaration of Plaintiff Joe Vigil, ¶ 2.)

21 On November 2, 2021, Plaintiff filed his original class action complaint
22 against Defendants on behalf of the Class and commenced Case No. CGC-21-
23 596484 in the Superior Court for the State of California, County of San
24 Francisco. (Hawkins Decl. ¶ 4.) On the same date, Plaintiff also provided
25 notice to the LWDA pursuant to Labor Code § 2698 et seq. (“PAGA”). (Id.)

26 On February 2, 2022, Defendants removed this class action case to the
27 District Court for the Northern District of California contending the Court had
28 jurisdiction under the Class Action Fairness Act and federal question jurisdiction

1 for preemption under the Labor Management Relations Act (“LMRA”).
2 (Hawkins Decl. ¶ 6.)

3 On January 7, 2022, Plaintiff filed his original PAGA representative action
4 complaint against Defendants, which Defendants also removed to federal court
5 based on a contention that the Court had federal question jurisdiction under the
6 LMRA. (Hawkins Decl. ¶ 5.)

7 The class action and PAGA action complaints were consolidated into a
8 single proceeding for all purposes. (Hawkins Decl. ¶ 7.) On July 25, 2022,
9 Plaintiff filed the operative First Amended Complaint against Defendants on
10 behalf of the Class. Plaintiff assert eight causes of action in the First Amended
11 Complaint against Defendants: (1) Failure to Pay Minimum Wages; (2) Failure to
12 Pay Overtime Owed; (3) Failure to Provide Lawful Meal Periods; (4) Failure To
13 Authorize And Permit Rest Periods; (5) Failure to Timely Pay Wages Upon
14 Separation; (6) Failure to Reimburse Necessary Expenses; (7) Violation of the
15 Unfair Competition Law; and (8) Penalties Under Private Attorneys General Act,
16 Labor Code § 2698 et seq. (Id.) Like the original Complaint, the First
17 Amended Complaint seeks unpaid wages, actual damages, statutory damages,
18 monetary damages, interest, statutory penalties, civil penalties, liquidated
19 damages, restitution, pre-judgment interest, and attorneys’ fees and costs. (Id.)

20 On August 8, 2022, Defendants filed their Answer to Plaintiff’s First
21 Amended Complaint. (Hawkins Decl. ¶ 8.)

22 On December 2, 2022, the Parties participated in a full day of mediation
23 and arm’s length bargaining with Paul Grossman, an experienced complex class
24 action mediator. The process was adversarial, and the parties were unable to
25 reach an agreement on their own. The mediator provided the Parties with a
26 mediator’s proposal for the resolution of the action and both parties ultimately
27 accepted, resulting in this settlement. (Hawkins Decl. ¶ 10.) The Parties
28 engaged in continued negotiations which resulted in the Joint Stipulation of Class

1 Action Settlement and Release of Claims which the Parties now present for
2 approval. (Id., ¶ 11, Exhibit 1.)

3 In connection with the Settlement Agreement and as part of this approval
4 process, the Parties concurrently stipulate to the filing of a Second Amended
5 Complaint to clarify the claims and theories related to Defendants' alleged
6 liability. (Hawkins Decl. ¶ 12, Exhibit C.)

7 **III. SUMMARY OF PROPOSED SETTLEMENT TERMS**

8 **A. Class:** The Class is defined as “all current and former non-exempt,
9 hourly employees working for Defendants at the Grand Hyatt San Francisco
10 hotel at any time between November 2, 2017 to March 9, 2023.” The Class
11 Period is November 2, 2017 to March 9, 2023. (Settlement, ¶ 1.3.). Defendant
12 represented that there were approximately 527 members of the Class at the time
13 of mediation. (Hawkins Decl. ¶ 26.).¹

14 **B. Gross Settlement Amount (“GSA”):** Subject to Court approval,
15 Defendants will pay a maximum gross settlement amount of \$725,000. This sum
16 shall include all Individual Settlement Payments made to Class Members, all
17 administration costs (up to \$9,750.00), the employees' share of payroll taxes, the
18 Class Representative Incentive Payment (up to \$10,000), the LWDA Payment
19 (\$10,000 total: \$7,500 to the LWDA and \$2,500 to the Net Settlement Amount),
20 interest, and attorneys' fees (up to 35% of the GSA, or \$253,750) and costs (up to
21 \$25,000). (Settlement, ¶¶ 1.16; 3.1; 5.4; 7.4.) Defendants will separately pay the
22 employer's share of the payroll taxes in connection with the wage-related
23 portions of the Individual Settlement Payments to Class Members. (Id. ¶1.16.)

24 **C. Net Settlement Amount (“NSA”):** After all Court-approved
25 deductions from the GSA at the maximum amount in the Agreement, the
26

27
28 ¹ Given the passage of time and turnover, the Parties anticipate that the headcount
will be slightly higher but less than 600.

remaining estimated NSA is \$419,000.² (Settlement, ¶ 1.17, 1.20.).

D. Individual Settlement Payments: The NSA will be distributed to each individual Class Member in Individual Settlement Payments, based on Weeks Worked. Each Class Member’s potential share of the Net Settlement Amount will be calculated by dividing the number of Weeks Worked by the Class Member by all Weeks Worked during the Class Period by all Class Members, multiplied by the Net Settlement Amount [i.e., (individual Weeks Worked / total Weeks Worked by Class Members) x Net Settlement Amount]. The Individual Settlement Payment shall be paid from the NSA and includes the employee’s share of payroll taxes and withholdings. (Settlement, ¶ 1.17, 1.20, 5.7.1.). Each Class Member’s Individual Settlement Payment will be characterized as 80% Form 1099 income for penalties and interest and 20% Form W-2 income for unpaid wages. (Settlement, ¶ 5.10.).

E. Settlement Administration and Proposed Notice: The Parties selected Phoenix Class Action (“Phoenix”) to administer the Settlement. (Settlement, ¶ 3.1.) Following preliminary approval, Phoenix will conduct a search of the National Change of Address (NCOA) database to update Class Member addresses and mail the Court Approved Notice of Class Action Settlement And Hearing Date For Final Court Approval (“Class Notice”), and Request for Exclusion (collectively, “Notice Packet”) to all Class Members identified by Defendants’ employment records. (Id., ¶ 3.4.) On the return of undelivered Notice Packets, Phoenix will remail to any forwarding address provided and, if no forwarding address, check the NCOA to update and correct any known or identifiable address changes. (Id., ¶ 3.4.1.) The Notice advises the Class of their right, manner and timing to participate in the Settlement, dispute

² Class Counsel intends to apply for a fee award of 1/3 of the Gross Settlement Amount, or \$241,666.67. Thus, the anticipated NSA, after this adjustment, is \$431,083.33. (Hawkins Decl. ¶ 26.)

1 the basis of their payment, object, and opt-out. (See, Hawkins Decl., Ex. A.).
2 The Notice also informs Class Members of their individualized payment, release
3 to be given, date of the Final Approval hearing, and how to obtain further
4 information through Class Counsel, Phoenix's website, or the Court's docket.
5 (Id.)

6 **F. Distribution of Checks:** Checks for Individual Settlement Payments
7 will be mailed by the Settlement Administrator no later than 14 calendar days
8 after the funding of the Gross Settlement Amount. (Settlement, ¶ 5.9.).

9 **G. Uncashed Checks:** Any Individual Settlement Payments that remain
10 undeliverable or uncashed 180 calendar days after the postmarked date of the
11 initial mailing of the Individual Settlement Payments will be sent to the
12 California State Controller's Office, Unclaimed Property Division to be held in
13 the name of the Class Member. (Settlement, ¶ 5.10.2.).

14 **H. Released Claims:** Upon entry of the Final Approval Order and
15 judgment and contingent upon full funding of all sums owed, each Class Member
16 will release Defendants and each of the Released Parties from the Released
17 Claims that were raised or could have been raised based on the factual allegations
18 made in the Second Amended Consolidated Complaint for the period of
19 November 2, 2017 through March 9, 2023. (Settlement, ¶ 6.1.).

20 **IV. CONDITIONAL CLASS CERTIFICATION IS APPROPRIATE FOR**
21 **SETTLEMENT PURPOSES.**

22 **A. The Rule 23(a) Prerequisites to Class Certification are Met**

23 A court may certify a settlement class at preliminary approval. *Amchem*
24 *Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). A settlement class is subject
25 to FRCP Rule 23(a) and (b) which are “designed to protect absentees by blocking
26 unwarranted or overbroad class definitions,” but, “[c]onfronted with a request for
27 settlement-only class certification, a district court need not inquire whether the
28 case, if tried, would present intractable management problems, [] for the

proposal is that there be no trial.” *Amchem*, 521 U.S. at 620. The court takes the substantive allegations of the complaint as true when certifying a settlement class. *Blackie v. Barrack*, 524 F.2d 891, 901 n.17 (9th Cir. 1975).

1. The Proposed Class is Sufficiently Numerous.

Defendant’s payroll records show that the proposed Settlement Class contains approximately 527 class members. (Hawkins Decl. ¶ 37.) A putative class of 527 is far more than is necessary to meet the numerosity requirement of Rule 23(a)(1). *Slaven v. BP Am., Inc.*, 190 F.R.D. 649, 654 (C.D. Cal. 2000) (citing cases) [“The Ninth Circuit has not offered a precise numerical standard; other District Courts have, however, enacted presumptions that the numerosity requirement is satisfied by a showing of 25-30 members.”]; *Atzin v. Anthem, Inc.*, No. 2:17-cv-06816-ODW (PLAx), at *4 (C.D. Cal. May 6, 2020).

2. Questions of Law and Fact are Common to the Class

The second Rule 23(a) requirement is commonality, which is satisfied “if there are questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). The operative criterion for commonality is “the capacity of a class-wide proceeding to general common answers apt to drive the resolution of the litigation.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011). The commonality requirement is “construed permissively.” Hanlon, 150 F. 3d at 1019-1020. Where “the circumstances of each particular class member vary but retain a common core of factual or legal issues with the rest of the class, commonality exists.” *Parra v. Bashas, Inc.*, 536 F.3d 975, 978-79 (9th Cir. 2008). Only “a single common question” is required. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011).

Here, there are common questions of law and fact applicable to the Class, as Plaintiff alleges that Defendants’ uniform policies and practices as to timekeeping, Covid-19 screenings, meal periods, rest periods, wage payments, minimum wages, overtime, reimbursements, wage statements, and pay at

1 termination applicable to all non-exempt employees violated California law.
2 (Hawkins Decl. ¶ 38.). These common questions—capable of class wide
3 resolution—include (1) whether Defendants paid Class Members at least
4 minimum wage for all hours worked; (2) whether Defendants knew or should
5 have known that Class Members were required to perform work off the clock; (3)
6 whether Defendants accurately calculated and paid all Class Members overtime
7 premiums for overtime hours worked; (4) whether Defendants accurately
8 calculated Class Members’ regular rate; (5) whether meal and/or rest period
9 premiums were accurately paid at the regular rate; (6) whether they were
10 provided with compliant rest and meal periods; (7) whether Defendants were
11 required to reimburse for expenses incurred; (8) whether Defendants had a policy
12 and practice of providing a 30-minute lawful uninterrupted meal break within the
13 first five hours of work and a second 30-minute uninterrupted meal break before
14 the start of the tenth hour of work; (9) whether Defendants authorized and
15 permitted class members to take a lawful net 10-minute uninterrupted rest
16 periods for every major fraction of four hours worked; (10) whether Defendants
17 furnished class members with complete and accurate itemized wage statements;
18 and (11) whether Defendants paid Class Members all wages at the termination of
19 their employment. (Hawkins Decl. ¶ 38.). The members of the proposed
20 Settlement Class and Plaintiff are all non-exempt employees working in the same
21 hotel, working under the same set of unlawful policies and practices. Plaintiff
22 contends these questions are common to the class as resolving these questions
23 would resolve Class-wide issues. Plaintiff contends these questions are common
24 to the class as resolving these questions would resolve Class-wide issues. (Id.)

25 **3. Plaintiff’s Claims are Typical of the Proposed Class.**

26 Under this Rule’s “permissive standards,” Plaintiff’s claims are “typical” if
27 “reasonably co-extensive with those of absent class members.” *Hanlon*, 150 F.3d
28 at 1020. It is sufficient for a proposed Class representative’s claims to “arise from

1 the same remedial and legal theories” as the Class claims. *California Rural Legal*
2 *Assistance, v. Legal Services Corp.*, 917 F.2d 1171, 1175 (9th Cir. 1990).
3 Plaintiff contends his claims are typical of the class because he personally
4 suffered each violation for which he has brought class claims, and alleges that all
5 class members suffered the same violations. Again, Plaintiff and the members of
6 the proposed Settlement Class are all non-exempt employees working in the
7 same hotel, working under the same set of unlawful policies and practices.
8 Plaintiff contends that the Class Members were not paid minimum wages for all
9 hours worked, were not accurately paid overtime wages when they worked more
10 than 8 hours in a day or 40 hours in a work week; were not provided with
11 compliant rest and meal periods, and not paid one hour’s pay for non-compliant
12 meal periods or rest breaks at their regular rate of pay; were not reimbursed for
13 necessary expenses; were issued the same wage statements; were not paid all
14 wages at the termination of their employment; were subject to the same pay
15 policies; and their claims are based on identical legal theories. (Hawkins Decl. ¶
16 39; Vigil Decl. ¶ 2-3, 5-6.) *Ventura v. New York City Health and Hosp., Inc.*,
17 125 F.R.D. 595, 600 (S.D.N.Y. 1989). In addition, Plaintiff brings derivative
18 claims for violations of the Unfair Competition law and for PAGA penalties
19 based on these violations.

20 **4. Plaintiff and Plaintiff’s Counsel Will Adequately**
21 **Represent the Interests of the Proposed Class.**

22 Adequacy is satisfied, because “the representative parties will fairly and
23 adequately protect the interests of the class,” Fed. R. Civ. P. 23(a)(4). Adequacy
24 will be found if (1) the proposed representative plaintiff does not have conflicts of
25 interest with the proposed class, and (2) the plaintiff is represented by qualified
26 and competent counsel. *Hanlon*, 150 F.3d at 1020. Here, Plaintiff is adequate since
27 he has no conflict of interest with the proposed Class. He is committed to fairly
28

1 and adequately protecting the interests of the Class. (Hawkins Decl. ¶ 40; Vigil
2 Decl. ¶ 8.) In addition, Plaintiff is represented by competent counsel with deep
3 experience in litigating class actions including wage and hour and PAGA actions,
4 and who do not have a conflict of interest with the class. (See Hawkins Decl., ¶¶
5 92-100.). Thus, the adequacy prong is satisfied.

6 **5. The Requirements of Predominance and Superiority are** 7 **Met.**

8 “The predominance inquiry tests whether the proposed classes are
9 sufficiently cohesive to warrant adjudication by representation.” *Amchem*
10 *Products, Inc.*, 521 U.S. at 623. Common questions of law and fact predominate
11 regarding the claims of the class because all Class Members were subject to the
12 same policies and procedures which give rise to the claims, including
13 Defendants’ allegedly unlawful practices in connection with Covid-19 screenings
14 and practices. (Hawkins Decl. ¶ 38.). “[C]entralized policy – or lack thereof –
15 makes class treatment appropriate under the predominance standard. *Vigueras v.*
16 *Red Robin Int’l*, 2018 U.S. Dist. LEXIS 225071, at *6 (C.D. Cal. Oct. 23, 2018).
17 Whether Plaintiff is correct or not, the findings on those issues would answer
18 Class-wide questions “in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. at
19 350. Thus, common questions predominate, and class treatment is the superior
20 method for resolving the claims of the Class. (Id., see also ¶ 39-41.) Class
21 treatment achieves judicial economy by avoiding multiple suits and protects the
22 rights of those who may be unable to present individual claims. (Id. ¶ 41.)

23 **V. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED**

24 “[P]re-certification settlements are routinely approved if found to be fair
25 and reasonable.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 240
26 (2001); accord *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1803 (1996)
27 (although the settlement was reached before any “adversary certification,” the
28

1 court was satisfied that it was “fair, adequate and reasonable”); *In re Baldwin-*
2 *United Corp.*, 105 F.R.D. 475, 478 (S.D.N.Y. 1984) (“many courts have
3 employed this practice in the name of judicial efficiency in order to facilitate
4 apparently beneficial settlement proposals”).

5 Federal Rule of Civil Procedure 23(e)(2) provides “the court may approve
6 it only after a hearing and only on finding that it is fair, reasonable, and adequate
7 after considering whether:

8 (A) the class representatives and class counsel have adequately represented
9 the class;

10 (B) the proposal was negotiated at arm's length;

11 (C) the relief provided for the class is adequate, taking into account:

12 (i) the costs, risks, and delay of trial and appeal;

13 (ii) the effectiveness of any proposed method of distributing relief to
14 the class, including the method of processing class-member claims;

15 (iii) the terms of any proposed award of attorney's fees, including
16 timing of payment; and

17 (iv) any agreement required to be identified under Rule 23(e)(3); and

18 (D) the proposal treats class members equitably relative to each other.

19 **A. The Class Is Adequately Represented and The Settlement is the**
20 **Product of Serious, Informed and Non-Collusive Negotiations**
21 **between Experienced Wage and Hour Counsel.**
22

23 Addressing whether the class is adequately represented, and the Settlement
24 is the product of serious, informed, non-collusive negotiations, the Court first looks
25 to whether the parties engaged in an adversarial process to arrive at that agreement.
26 *See Sherman*, 2020 U.S. Dist. LEXIS 96068, at *25. As set forth more fully in the
27 Hawkins Declaration, the Parties thoroughly investigated and evaluated the case
28 and engaged in sufficient investigation, research and information exchange to

1 support the Settlement. (Hawkins Decl. ¶¶ 13-24, 42.) The litigation has reached
2 the stage where the parties have a clear view of the strengths and weaknesses of
3 their cases sufficient to support the Settlement. *Boyd v. Bechtel Corp.*, 485 F. Supp.
4 610, 622 (N.D. Cal. 1979).

5 The Parties thoroughly investigated and evaluated the case and engaged in
6 sufficient discovery to support Settlement. *Boyd v. Bechtel Corp.*, 485 F. Supp.
7 610, 622 (N.D. Cal. 1979). Here, as detailed more extensively in the Hawkins
8 Declaration, Plaintiff's counsel conducted interviews and extensive investigation
9 prior to filing the actions and obtained relevant information through an informal
10 process. (Hawkins Decl. ¶¶ 13-24, 42.) In addition, the Parties apprised each
11 other of their respective factual contentions, legal theories and defenses, and have
12 provided evidence in support of their contentions. (Id. ¶ 15.) Significant
13 informal discovery and information exchange was conducted and nearly a million
14 lines of Class Member data were reviewed. (Id. ¶ 17.) Plaintiff also retained an
15 expert to assist with their investigation and to create a damages model. (Id.)
16 Counsel for the Parties also investigated the law as applied to the facts
17 discovered regarding the alleged claims of the Class Members and potential
18 defenses thereto, and the damages and penalties claimed by the Settlement Class
19 Members. (Hawkins Decl. ¶ 17.) This investigation and discovery process was
20 followed by intense negotiation facilitated by Paul Grossman, an experienced and
21 knowledgeable mediator, and the issuance of a mediator's proposal. Thus, the
22 case is at a stage supporting Settlement. (Id. ¶ 19, 23, 42.)

23 This "order and process" supports finding "that the class representatives and
24 class counsel have adequately represented the class and that the proposal was
25 negotiated at arm's length[.]" *Sherman*, 2020 U.S. Dist. LEXIS 96068 , at *26-27.
26 *See also In re Zynga Inc. Secs. Litig.*, 2015 WL 6471171, at *9 (N.D. Cal. Oct. 27,
27 2015) (holding that the parties' use of a mediator and fact that significant discovery
28

1 had been conducted “support the conclusion that the Plaintiff was appropriately
2 informed in negotiating a settlement”); *Harris v. Vector Mktg. Corp.*, 2011 WL
3 1627973, at *8 (N.D. Cal. Apr. 29, 2011) (noting that the parties’ use of a mediator
4 “suggests that the parties reached the settlement in a procedurally sound manner
5 and that it was not the result of collusion or bad faith by the parties or counsel”).

6 In sum, this settlement was reached as the product of extensive negotiations
7 between experienced counsel with the assistance of a mediator, and is endorsed by
8 Class Counsel as being fair, reasonable, and adequate. (Hawkins Decl. ¶¶ 19, 42-
9 88.) Class Counsel, James Hawkins and Christina Lucio of James Hawkins,
10 APLC, have significant experience in litigating complex class action claims,
11 including those involving minimum wage, overtime, reimbursement, rest and meal
12 period violations, and PAGA. (Hawkins Decl. ¶ 92-100; see also, Lucio
13 Declaration submitted herewith.)

14 Nor does the proposed settlement contain any of the “subtle signs of
15 collusion” identified by the Ninth Circuit. *In re Bluetooth*, 654 F.3d at 947. The
16 GSA is \$725,000. (See Ex. 1, Settlement ¶ 7.4.) The typical range of acceptable
17 attorney's fees in the Ninth Circuit is 20% to 33 1/3% of the total settlement value.
18 *Benitez v. W. Milling, LLC*, No. 1:18-cv-01484-SKO, 2020 U.S. Dist. LEXIS
19 10848, at *29 (E.D. Cal. Jan. 21, 2020) citing *Powers v. Eichen*, 229 F.3d 1249,
20 1256 (9th Cir. 2000). While the Settlement allows Counsel to request an award of
21 up to 35% of the GSA, Class Counsel only intends to seek an award of fees of 1/3
22 of the GSA. (See, Hawkins Decl. ¶ 26.) The Agreement also disclaims any “clear
23 sailing” provision and indicates that Defendants are not required to support any
24 motion for fees and costs. (See Ex. 1, Settlement ¶ 7.4.) As such, Plaintiff
25 respectfully submits that “the agreed-upon amount” of attorneys’ fees, which is
26 1/3 of the GSA, does not represent a disproportionate distribution. Moreover,
27 attorneys’ fees will be paid out of the GSA. *Id.* Finally, any attorneys’ fees or
28

costs not awarded will be included in the NSA and will not revert back to Defendants. (See, Ex. 1, Settlement ¶ 5.7.)

B. The Settlement Has No Obvious Deficiencies.

“In application, ‘obvious deficiencies’ has become a useful catch-all for problems other than preferential treatment or inadequate consideration.” *Philliben v. Uber Techs., Inc.*, 2016 WL 4537912, at *4 (N.D. Cal. Aug. 30, 2016). Here, there are no obvious deficiencies in the Settlement.

The release of class claims is properly limited. The “Released Claims” are limited to all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind between November 2, 2017 through March 9, 2023, for any and all claims that were raised or could have been raised based on the factual allegations made in the operative Second Amended Consolidated Complaint.” (Ex. 1, Settlement, ¶ 6.1.). Thus, it is limited to the facts at issue. The Ninth Circuit has “held that federal district courts properly released claims not alleged in the underlying complaint where those claims depended on the same set of facts as the claims that give rise to the settlement.” *Hesse v. Sprint Corp.*, 598 F.3d 581, 590 (9th Cir. 2010).

Class members have 45 days to opt out of, or object to, the Settlement and 180 days to cash their checks. See Ex. 1, Settlement ¶¶ 4.1, 5.10.2. Uncashed checks will be tendered to the California State Controller’s Office to be held as “Unclaimed Property” in the name of the Class Member. *Id.*, ¶ 5.10.2.

Finally, the parties have complied with all notice requirements. With respect to the settlement of the PAGA claim, Plaintiff provided notice of the Settlement to the LWDA as required by Labor Code section 2699(l)(2) on May 19, 2023 with the filing of this motion. (Hawkins Decl. ¶ 36, Ex. 2.) Defendants will provide also notice of the Settlement to the appropriate federal and state officials within 10 days as required by 28 U.S.C. § 1715.

C. The Settlement Does Not Provide Preferential Treatment

Pursuant to Section 5.7.1 of the Settlement:

Each Class Member's potential share of the Net Settlement Amount will be calculated by dividing the number of Weeks Worked by the Class Member by all Weeks Worked during the Class Period by all Class Members, multiplied by the Net Settlement Amount [i.e., (individual Weeks Worked total Weeks Worked by Class Members) x Net Settlement Amount].

Plaintiff respectfully submits that this method of allocation "does not improperly provide preferential treatment to any class members." *Sherman*, 2020 U.S. Dist. LEXIS 96068, at *29-30; see also *Dearaujo v. Regis Corp.*, No. 2:14-cv-01408-KJM-AC, 2016 U.S. Dist. LEXIS 85689, at *34 (E.D. Cal. June 29, 2016) (finding at the preliminary approval stage that a "mechanism for distributing the settlement funds proportionally based on the total number of weeks worked" was "reasonable").

The fact that the Settlement permits the Plaintiff to request an incentive payment in the amount of \$10,000 does not constitute improper preferential treatment. (Ex. 1, Settlement ¶ 5.4). The Ninth Circuit has recognized that incentive awards to named plaintiffs in a class action are permissible and do not render a settlement unfair or unreasonable. *Roe v. Frito-Lay, Inc.*, No. 14-cv-00751-HSG, at *10 (N.D. Cal. Aug. 5, 2016) citing *Stanton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003); *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 968-69 (9th Cir. 2009). Numerous courts have upheld at least a \$10,000 service award. *Deluca v. Farmers Ins. Exch.*, No. 17-cv-00034-TSH, at *14 (N.D. Cal. Aug. 24, 2020)[string citation]; *In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th at 1395 (upholding \$10,000 incentive fee award); *Reed v. 1-800 Contacts, Inc.*, No. 12-cv-02359 JM (BGS), at *18 (S.D. Cal. Jan. 2, 2014)[same]; *Carter v. XPO Logistics, Inc.*, 2019 WL 5295125, at *4 (N.D. Cal. Oct. 18, 2019) (approving awards of \$20,000 each for five named plaintiffs);

1 *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416 at *24-26 (S.D.
2 Cal. June 1, 2010) (“The \$25,000 incentive award is ... well within the acceptable
3 range awarded in similar cases.”]; *Glass v. UBS Financial Services*, 2007 U.S.
4 Dist. LEXIS 8476, 50-52 (N.D. Cal. Jan. 26, 2007) (approving \$25,000 class
5 representative payment). Given Mr. Vigil’s contributions, including his efforts in
6 bringing both the class action and the PAGA action, continuing prosecution of
7 this Action, serving as Class Representative, risks undertaken for the payment of
8 costs in the event the cases had not successfully concluded, the substantial
9 benefits conferred on the Settlement Class, and the value associated with his
10 general release, Plaintiff respectfully submits that the requested award is
11 reasonable and should be preliminarily approved. (Hawkins Decl. ¶ 91.)

12 **D. The Settlement Falls Within the Range of Possible Approval**

13 “To determine whether a settlement ‘falls within the range of possible
14 approval,’ courts focus on ‘substantive fairness and adequacy’ and ‘consider
15 plaintiffs’ expected recovery balanced against the value of the settlement offer.’”
16 *Sherman*, 2020 U.S. Dist. LEXIS 96068 *30-31 (quoting *Shuchardt v. Law Office*
17 *of Rory W. Clark*, No. 15-CV-01329-JSC, 2016 WL 232435, at *10 (N.D. Cal. Jan.
18 20, 2016)). Here, the amount of the Settlement is fair and adequate when viewed
19 in light of the risks associated with continued litigation. (Hawkins Decl. ¶¶ 24, 44,
20 see also ¶¶ 45 to 88.)

21
22 In settling this action, Plaintiff recognizes the inherent risks and uncertainty
23 of litigation. Although Plaintiff believes that a class should be certified and that he
24 will ultimately prevail on the merits of his claims, Plaintiff and his Counsel also
25 believe in the fairness of the settlement, factoring in the uncertainty and risks to
26 Plaintiff involved in not prevailing on one or more of the causes of action or
27 theories alleged in the Complaint, the possibility of non-certification, continued
28 challenges to certification and merits, and the potential for appeals. (Hawkins Decl.

¶ 46-47.) In recognizing the inherent risks and uncertainty of litigation, Plaintiff and his Counsel recognize the risk that the Settlement Class could receive nothing and understand the benefit of providing a significant settlement sum now. The specific risks include: (i) the potential for individualized issues and issues of proof; (ii) the possibility that a Class would not be certified, or, if certified, be decertified; (iii) the possible for an adverse ruling on the motion to dismiss and/or on a motion for summary judgment; (iv) the need for a unanimous jury at trial; (v) the possibility that the Court will find no Article III injury arising from the alleged violations; (vi) the possibility of an unfavorable, or less favorable, verdict at trial; (vii) the possibility that post-trial motions may result in an unfavorable, or less favorable, result than trial; and/or (viii) the possibility of an unfavorable, or less favorable result on appeal, and (ix) the certainty that the litigation, trial, and appellate process would be lengthy. (Id. ¶ 47.)

While Plaintiff firmly believes in the strength of his claims, Defendants have strong defenses to Plaintiff's claims, and those defenses created a real possibility that Defendants will be able to defeat the action and all recovery to Plaintiff and the Class. (Hawkins Decl. ¶ 48.). The settlement achieved is a reasonable compromise. Class Counsel believes the proposed Settlement is in the Class's best interest based on detailed knowledge of the factual and legal issues presented.

In this action, Plaintiff contends that Defendants failed to pay minimum wage by, among other things, requiring employees to work off the clock; did not properly pay overtime wages; did not lawfully provide and/or authorize and permit its employees meal and rest periods; did not reimburse necessary business expenses (including cellular phone expenses); did not provide lawful wage statements; did not properly pay premiums, overtime, and sick pay by virtue of failing to properly calculate and pay these sums at the accurate regular rate; failed to pay all sums owed at termination; and failed to provide lawful accurate itemized

1 wage statements. Plaintiff further asserted claims under PAGA for these
2 violations. (Hawkins Decl. ¶ 49.)

3 Defendants opposed all contentions made by Plaintiff as to certification,
4 liability, and damages and asserted a litany of defenses. (Hawkins Decl. ¶ 25, 44,
5 50.) Defendants argued that at all times its policies and practices indisputably
6 complied with California law, and that, to the extent any meal or rest periods were
7 not taken, or individual employees worked off the clock, these circumstances
8 occurred as a matter of individual preference and not any policy of Defendants and
9 could not be certified. (Id.).

10 Proceeding through certification and trial, rather than achieving Settlement,
11 would impose a significant risk of no recovery on the class and PAGA claims in
12 this action. By contrast, the Settlement will yield a prompt, certain, and substantial
13 recovery for the Settlement Class, without the need for additional time or judicial
14 resources including the strong possibility of an appeal. (Hawkins Decl. ¶ 51.)

15 In the face of these uncertainties, the Parties agreed to a non-reversionary
16 settlement of \$725,000 because of a mediator's proposal. This recovery is certain
17 and substantial for the Settlement Class. (Hawkins Decl. ¶ 52.).

18
19 **1. The Proposed Settlement is a Reasonable Compromise**
20 **of Claims.**

21 Class Counsel believes the proposed Settlement is in the best interest of the
22 Settlement Class based on detailed knowledge of the factual and legal issues
23 presented in the Action (both the Class and PAGA consolidated actions). Counsel
24 considered, among other issues, the risks of obtaining and maintaining
25 certification, an adverse ruling on the motion to dismiss or at summary judgment,
26 obtaining a unanimous verdict at trial, and the possibility of appeals that affect the
27
28

1 value of the claims in reaching the proposed Settlement. (Hawkins Decl., ¶ 24, 48.)
2 The recovery of \$725,000 for the Settlement Class is an excellent result in light of
3 the risks confronted.

4 A settlement is not judged solely against what might have been recovered
5 had plaintiff prevailed at trial, nor does the settlement have to provide 100% of the
6 damages sought to be fair and reasonable. *Linney v. Cellular Alaska Partnership*,
7 151 F. 3d 1234, 1242 (9th Cir. 1998); *In re Mego Fin. Corp. Sec. Litig.*, 213 F. 3d
8 454, 459 (9th Cir. 2000). The adequacy of the amount recovered must be judged
9 as “a yielding of absolutes. . . Naturally, the agreement reached normally embodies
10 a compromise; in exchange for the saving of cost and elimination of risk, the
11 parties each give up something they might have won had they proceeded with
12 litigation. . .” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 624 (9th
13 Cir. 1982) (citation omitted), “It is well-settled law that a cash settlement
14 amounting to only a fraction of the potential recovery does not . . . render the
15 settlement inadequate or unfair”, *Officers for Justice v. Civil Serv. Comm’n* (9th
16 Cir. 1982) at 628; *see also In re Omnivision Technologies, Inc.* (N.D. Cal. 2007)
17 2007 U.S. Dist LEXIS 95616, at p. 21, noting that certainty of recovery in
18 settlement of 6% of maximum potential recovery after reduction for attorney’s fees
19 was higher than median percentage for recoveries in shareholder class action
20 settlements, averaging 2.2%-3% from 2002 through 2006.) Accordingly, the
21 proposed Settlement is not to be judged against a speculative measure of what
22 might have been achieved.
23

24 Considering the information and data provided, the proposed Settlement
25 reflects an excellent recovery for the Settlement Class and is well within the
26 “ballpark” of reasonableness and should be granted preliminary approval.
27 (Hawkins Decl. ¶ 88.).
28

As detailed more extensively in the concurrently submitted Declaration of James R. Hawkins at paragraphs 45-88, Plaintiff alleged numerous claims under the California Labor Code, and sought PAGA Penalties.³

Based on data provided, 527 Class Members (of which 215 are former employees) were identified with 56,217 weeks worked to mediation, and an average hourly rate of \$26.45 per hour and average regular rate of \$28.74. (Hawkins Decl. ¶ 53.). Plaintiff estimated that if Plaintiff were to maintain certification through trial, prevail on all theories/damages claims and obtain all Labor Code section 226 and 203 penalties sought at trial, Defendants' maximum exposure was approximately \$12.1 million as detailed below:

- Failure to pay minimum wages (approximately 5 minutes off the clock each shift alleged during the relevant time): $\$26.45 \text{ per hour} \times 5,960.8 \text{ alleged hours off the clock} = \$157,663.16$;
- Failure to pay overtime wages: underpayment of approximately \$.43 on average due to alleged miscalculation of regular rate $\times$ estimated 39,088 overtime hours = \$16,807.84
- Failure to provide lawful meal periods: $(84,103 \text{ alleged meal violations} - 9,707 \text{ meal period premiums}) \times 1 \text{ hr.} \times \$28.74/\text{hr.} = \$2,138,141.04$
- Failure to authorize and permit lawful rest periods: $247,876 \text{ unique rest violations} \times 1 \text{ hr.} \times \$28.74 \text{ average regular rate of pay} = \$7,123,956.24$
- Underpaid meal period premiums: approximately \$4,301.00
- Underpaid sick pay: approximately \$12,610.00.
- Failure to pay all final wages due and owing at termination:
 $\$26.45 \text{ per hour} \times 7.4 \text{ hours per day} \times 215 \text{ former employees} \times 30 \text{ days} =$

³ Carved out from the claims asserted in the *Vigil* action were the claims resolved in the context of the Settlement of the action entitled *Crump v. Hyatt Corporation*, Northern District of California Case No. 4:20-cv-00295-HSG. The *Crump* settlement released all claims asserted or that could have been asserted based on the facts and theory that Hyatt or the Released Parties maintained a timekeeping system that unlawfully rounded time for the sum of \$990,000.

1 \$1,262,458.50;

- 2 • Failure to reimburse necessary expenses: estimated \$35 per month for
3 cellular phone expenses, 14,308.5 months of unreimbursed expenses; $\$35$
4 $\times 14,308.5 = \$500,797.50$.
- 5 • Failure to provide accurate itemized wage statements: approximately
6 \$896,600.00 (approximately 338 initial violations at \$50/violation and
7 8797 subsequent violations for \$100/violation.)

8 (Hawkins Decl. ¶¶ 53-88.)

9 With respect to potential liability for Plaintiff's PAGA claims (9,135 pay
10 periods in the PAGA period), Plaintiff estimated that Defendant could face civil
11 penalties under the PAGA for the violations described above in excess of \$5.8
12 million. (Hawkins Decl. ¶ 86.) However, in assessing total realistic liability
13 Plaintiff significantly discounted this amount to account for Defendants' defenses
14 (including an asserted lack of willfulness), issues of proof, the Court's discretion
15 to reduce penalties, the aims of PAGA, the anticipated class recovery, and
16 potential merits issues. (Id. ¶ 87.)

17 Plaintiff discounted the above sums to account for the risks associated with
18 certification, potential issues of proof, the dynamic nature of the legal landscape
19 in this area, and the strength of the defenses raised by the Defendants. (Hawkins
20 Decl. ¶¶ 53-88.). Plaintiff estimated Defendants' realistic liability as set forth
21 below:

- 22 • Failure to pay minimum wages: $\$157,663.16 \times .5 = \$78,831.58$
23 • Failure to pay overtime wages: $\$16,807.84 \times .3 = \$5,042.36$
24 • Failure to provide lawful meal periods: $\$2,138,141.04 \times .3 = \$534,535.26$
25 • Failure to provide lawful rest periods: $(79,320 \text{ alleged violations} \times \$28.74)$
26 $\times .2 = \$455,931.36$
27 • Underpaid premiums and sick pay: $\$16,911 \times .9 = \$15,219.90$
28 • Failure to pay all final wages due and owing at termination:

1 \$1,262,458.50 x .3 = \$378,737.55.00

- 2 • Failure to reimburse necessary expenses: \$500,797.50 x .2 = \$100,159.50
- 3 • Failure to provide accurate itemized wage statements: approximately
- 4 \$896,600.00 x .2 = \$179,320
- 5 • PAGA: 9,135 pay periods x \$20 per pay period = \$182,700.

6 As such, Class Counsel estimated that the realistic exposure for Defendant
7 was approximately \$1,854,684.56 exclusive of PAGA, or \$2,037,384.56
8 including PAGA penalties. Thus, the Gross Settlement Amount of \$725,000 is
9 approximately 35.5% of the realistic liability faced by Defendants including
10 PAGA or 39.1 % of the realistic liability faced by Defendants not including
11 PAGA penalties. Accordingly, Class Counsel respectfully submits that the
12 proposed settlement is fair, reasonable, and adequate, and should be approved.
13 (Hawkins Decl. ¶ 88.)

14 **VI. THE PROPOSED ATTORNEYS' FEES AND COSTS, INCENTIVE**
15 **AWARD, AND ADMINISTRATION EXPENSES ARE FAIR AND**
16 **REASONABLE.**

17 **A. Attorneys' Fees and Costs**

18 California state and federal courts have recognized that an appropriate
19 method for determining award of attorneys' fees is based on a percentage of the
20 total value of benefits to Class Members by the settlement. *Wershba v. Apple*
21 *Computer, Inc.*, 91 Cal. App. 4th 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d
22 25, 34 (1977); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v.*
23 *Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of this
24 equitable doctrine is to avoid unjust enrichment of counsel and to "spread
25 litigation costs proportionally among all the beneficiaries so that the active
26 beneficiary does not bear the entire burden alone." *Vincent*, 557 F.2d at 769.

27 The common fund doctrine is predicated on the principle of preventing
28 unjust enrichment. When a litigant's efforts create or preserve a fund from which

1 others derive benefits, he may require the passive beneficiaries to compensate
2 those who created the fund. Both California state and federal courts have
3 embraced this doctrine. *Serrano III*, 20 Cal. 3d at 35; *Vincent*, 557 F.2d at 769.

4 Indeed, most recently, the California Supreme Court has also now held that
5 the award of attorneys' fees in common fund wage and hour class action
6 settlements should start with the percentage method. *See Laffitte v. Robert Half*
7 *Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal
8 and state courts in holding that when class action litigation establishes a
9 monetary fund for the benefit of the class members, and the trial court in its
10 equitable powers awards class counsel a fee out of that fund, the court may
11 determine the amount of a reasonable fee by choosing an appropriate percentage
12 of the fund created").

13 The *Laffitte* court affirmed a fee award representing 33 1/3 percent of the
14 fund. *Laffitte*, 1 Cal. 5th at 506. And this was based on a lodestar amount that
15 required a multiplier of 2.13. *Id.* at 487. As the Court held, only when the
16 multiplier is "extraordinarily high or low [should] the trial court [] consider
17 whether the percentage method should be adjusted so as to bring the imputed
18 multiplier within a justifiable range." *Id.* at 505.

19 Here, the Settlement Agreement provides for a payment of a maximum of
20 35% of the Gross Settlement Amount (or \$253,750.00) to Class Counsel as
21 attorneys' fees (however, as indicated in the Hawkins Declaration, Counsel will
22 only seek an award of up to 1/3 of the Gross Settlement Amount, or \$241,666.67)
23 and up to \$25,000.00 for verified costs. (Hawkins Decl. ¶ 89). The litigation
24 history demonstrates the value provided to the class and considerable time and
25 effort expended by Class Counsel. Class Counsel has also expended costs at their
26 own risk, for example, to file the class action and the Private Attorney General
27 Action, effect service of process, pay the mediation fees, and pay of other
28 litigation-related costs. (*Id.* ¶ 90.). The Parties agreed to payment of attorney's

1 fees and costs only after arm's length adversarial negotiations aided by a
2 mediator. Thus, this payment should be presumed to be fair and preliminarily
3 approved.

4 **B. Proposed Incentive Payment to the Class Representative**

5 Class Representative Joe Vigil requests an incentive award of \$10,000.00.
6 (Settlement, ¶ 5.4.) The Class Representative boldly came forward and brought
7 this action on behalf of over 500 individuals who, if the Settlement is approved,
8 will benefit from his efforts in this action. Mr. Vigil engaged in numerous
9 meetings with Class Counsel and their staff to discuss the facts of the case. He
10 provided documents and information to Class Counsel, assisted in the litigation
11 of this matter, participated in mediation and preparation, and reviewed the
12 Settlement Agreement. As part of his duties as the Class Representative, Plaintiff
13 provided invaluable information and documents that resulted in this settlement.
14 (Hawkins Decl. ¶ 91.). In addition to the invaluable services that Plaintiff
15 provided, he also took a significant risk, both professionally and monetarily, in
16 acting as the Class Representative and seeking benefits on behalf of the Class.
17 Because the claims alleged by the Class Representative involved the payment of
18 costs to the prevailing party, Plaintiff could have possibly faced paying the costs
19 of Defendants had he not prevailed in this action. (Id.).

20 Furthermore, given that future employers are much less likely to hire
21 individuals who have filed suit against their prior employer, particularly cases of
22 this nature, Plaintiff may face prejudice in the future from other potential
23 employers. Plaintiff took this risk upon himself and the whole Class benefited
24 from these risks taken by Plaintiff. Class Members did not have to file individual
25 lawsuits and bear the risks of payment of costs if they did not prevail, nor did
26 they have to face the potential for retaliation and not getting future employment
27 had they filed a public lawsuit. Plaintiff also agreed to provide a general release
28 and waiver of Civil Code §1542 as part of the settlement. (Settlement, ¶ 6.2.).

1 **C. Settlement Administration Fees**

2 The Parties have agreed to an estimated payment of nine thousand seven
3 hundred fifty (\$9,750.00) to the Settlement Administrator, Phoenix Class Action
4 (“Phoenix”), to send notices and to administer this settlement. (Ex. 1, Settlement,
5 ¶ 3.1.) Phoenix is a well-recognized class action settlement administrator. The
6 Parties believe that the administration fee is reasonable and should be approved.
7 (Hawkins Decl. ¶ 35.).

8 **VII. THE CLASS NOTICE IS ADEQUATE.**

9 Pursuant to Federal Rule of Civil Procedure, Rule 23(e), “[t]he court must
10 direct notice in a reasonable manner to all class members who would be bound
11 by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). Rule 23(c) requires the “best notice
12 that is practicable under the circumstances, including individual notice to all
13 members who can be identified through reasonable effort.” Fed. R. Civ. P.
14 23(c)(2)(B). The notice must include “(i) the nature of the action; (ii) the
15 definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that
16 a class member may enter an appearance through an attorney if the member so
17 desires; (v) that the court will exclude from the class any member who requests
18 exclusion; (vi) the time and manner for requesting exclusion; and (vii) the
19 binding effect of a class judgment on members under Rule 23(c)(3).” *Id.* A class
20 action settlement notice “is satisfactory if it generally describes the terms of the
21 settlement in sufficient detail to alert those with adverse viewpoints to investigate
22 and to come forward and be heard.” *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d
23 566, 575 (9th Cir. 2004) (internal quotation marks omitted).

24 As detailed above in Section III.E. the proposed Class Notice Procedure is
25 adequate, and the notice attached as Exhibit A to the Hawkins Declaration meets
26 all requirements.
27
28

1 **VIII.CONCLUSION AND ACTION REQUESTED AS PART OF THE**
2 **MOTION FOR PRELIMINARY APPROVAL**

3 Here, the proposed settlement is fair, adequate, and reasonable. It will
4 result in both substantial monetary benefits to Settlement Class Members; it is
5 non-collusive; and it was achieved as the result of informed, extensive, and
6 arm's-length negotiations conducted by counsel for respective parties who are
7 experienced in wage and hour class action litigation.

8 For the foregoing reasons, Plaintiff respectfully requests that the Court
9 grant preliminary approval of the proposed settlement, sign the proposed Order,
10 approve and authorize mailing of the proposed Notice of Class Action
11 Settlement, and set a date for a final approval hearing.

12
13 DATED: May 19, 2023

JAMES HAWKINS APLC

14
15 By: /s/ Christina M. Lucio
16 James R. Hawkins
17 Christina M. Lucio
18 Attorneys for Plaintiff and the Class
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