

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq., (SBN 259230)
liane@kingsleykingsley.com
JESSICA BULAON, Esq. (SBN 340749)
jessi@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
Wza@abramsonlabor.com
3580 Wilshire Blvd., Ste., 1260
Los Angeles, CA 90010-2513
Tel: (213) 493-6300, Fax (213) 382-4083

Attorneys for Plaintiff and the proposed class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

MAYRA MORALES, an individual, on behalf
of herself and others similarly situated,

PLAINTIFF,

v.

EUROSTAMPA CALIFORNIA LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 22CV000095

[Case Assigned for All Purposes to Hon.
Cynthia P. Smith in Dept. A]

**SUPPLEMENTAL DECLARATION OF
LIANE KATZENSTEIN LY IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 10, 2023

Time: 8:30 AM

Dept.: A

Complaint Filed: January 27, 2022

FAC Filed: April 4, 2022

Trial Date: None Set

1 **SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY**

2 I, LIANE KATZENSTEIN LY, state and declare as follows:

3 1. I am an attorney admitted before all courts of the State of California and a partner
4 in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am
5 completely familiar with the present litigation, including the pleadings, discovery, and filings
6 submitted in this matter. I make this supplemental Declaration from my own personal knowledge,
7 and, if called upon, I could and would competently testify to the following.

8 2. I graduated from Florida State University in 2005 with a degree in English. I
9 graduated from University of California, Davis School of Law in 2008. I am admitted to practice
10 before the following Courts: United States District Court, Northern, Southern, Eastern, and Central
11 of California; all of California State Courts.

12 3. I make this supplemental Declaration in support of Plaintiff's Motion for
13 Preliminary Approval of the Class Action Settlement in the above-captioned case and in response
14 to the Court's December 6, 2022 Tentative Ruling ("TR") ordering Plaintiff to file the proposed
15 class notice and address the Court's concerns regarding the class notice.

16 **CLASS NOTICE**

17 4. In its TR, the Court indicates that Plaintiff failed to attach the proposed notice to
18 Class Members as Exhibit 1 to the Settlement Agreement. Plaintiff apologizes for the oversight
19 and hereby attaches a true and correct copy of the proposed Class Notice as Exhibit "1".

20 5. The contents of the proposed Class Notice shall properly inform Class Members of
21 their rights and process to respond to the Notice and apprise Class Members of the procedural
22 history of this lawsuit, including general contentions and denials of the parties, provide a brief
23 explanation of the facts, and include all required information in compliance with Rules of Court,
24 rule 3.766(d).

25 6. The final judgment will be posted on the settlement website by the Settlement
26 Administrator.

27 ///

28 ///

7. As indicated on the Proof of Service, this supplemental Declaration, including all related documents, was uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this supplemental declaration was filed. Proof of submission of this supplemental declaration, all related documents, and copy of the email from the LWDA confirming receipt is attached as Exhibit "2."

8. Attached hereto as Exhibit “1” is a true and correct copy of the proposed Class Notice to the fully-executed Stipulation for Settlement of Class and Representative Action (“Agreement” or “Settlement Agreement”).

9. Attached hereto as Exhibit “2” is a true and correct copy of the proof of submission of Plaintiff’s Motion, all related documents, and copy of the email from the LWDA confirming receipt.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

This Declaration was executed this 28th day of December, 2022, in Los Angeles, California.

**SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

EXHIBIT "1"

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**IF YOU WORKED FOR EUROSTAMPA CALIFORNIA, LLC AT ANY
TIME BETWEEN AUGUST 2, 2017 AND [DATE], YOU MAY BE
ENTITLED TO MONEY FROM THIS SETTLEMENT**

A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

On [insert preliminary approval date], the Court in this action granted preliminary approval of a proposed settlement as set forth in the Stipulation for Settlement of Class and Representative Action (“Settlement Agreement”) concerning the lawsuit noted above (“the Lawsuit”). You are receiving this Notice because you have worked for Defendant Eurostampa California, LLC (“Eurostampa”) in California as a non-exempt employee for one or more pay periods between August 2, 2017 and [December 15, 2022 or date of preliminary approval, whichever comes first] (“Class Period”) and you may be entitled to share in the funds to be made available for the proposed settlement of this class action.

You are not being sued. However, your rights may be affected by the legal proceedings in the Lawsuit. If the proposed settlement of this class action is granted final approval by the Court, you may have the right to be paid a share of the proposed settlement funds.

You do **NOT** have to do anything if you want to participate in this settlement. A check will be automatically mailed to you.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED
BY THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE.**

You have received this Notice because Eurostampa’s records indicate that you are a member of the Settlement Class. This notice is designed to inform you about **your 3 options in this Settlement**, all of which are dependent on the Court’s final approval of the Settlement.

YOUR 3 OPTIONS

- 1. Do Nothing:** You **WILL** receive money from the Settlement and you will release any claim you may have against Eurostampa relating to your employment.
- 2. Exclude Yourself From the Settlement:** You will **NOT** receive any money from this Settlement and you will not be bound by this Settlement; or
- 3. Object to the Settlement:** You **WILL** release all claims you may have against Eurostampa that are covered by this Settlement unless you timely submit a Request for Exclusion.

1. What Is This Case About?

Mayra Morales (“Plaintiff”) was employed by Eurostampa. Plaintiff alleges that Eurostampa failed to pay wages and/or overtime; failed to provide compliant meal breaks; failed to provide compliant rest breaks; failed to reimburse business expenses; failed to provide compliant wage statements; and failed to timely pay all wages due upon termination of employment. Plaintiff has also alleged unfair business practices and seeks penalties under California’s Private Attorneys General Act (“PAGA”). The parties have agreed to settle this dispute without any finding of wrongdoing by Eurostampa.

The Lawsuit is being settled as a “class action.” In a class action, the plaintiff, also referred to as a class representative, sues on behalf of herself and other persons with similar claims (“Class Members”). Based on Eurostampa’s records, you were employed by Eurostampa in California as non-exempt employee at some point between August 2, 2017 and [Date]. Therefore, you are a Class Member in this Lawsuit and you may receive money from the Settlement Agreement.

If the Court approves the Settlement Agreement at the Final Approval Hearing scheduled for [date of final approval], the Settlement Agreement will bind all members of the Class who have not excluded themselves from the Settlement Agreement. If the Court does not approve the Settlement Agreement, the Settlement Agreement will have no effect or precedential value in any subsequent proceedings in the Lawsuit or in any other litigation.

2. How Can I Receive Money From The Settlement?

You do not have to do anything to receive money from the Settlement Agreement. A check will be automatically mailed to you if the Court grants final approval of the Settlement Agreement and if you do not exclude yourself from the Settlement Agreement.

3. Will I Be Subject To Discipline or Retaliation If I Participate in the Settlement?

No.

4. How Much is the Settlement?

Eurostampa, LLC has agreed to pay \$155,000.00 (the “Gross Fund Value”) to settle all claims arising out of the Lawsuit. After attorneys’ fees and costs, class representative enhancement awards, and payment to the California Labor and Workforce Development Agency are deducted from the Gross Fund Value, the remaining amount (the “Net Settlement Amount”) will be automatically distributed to Class Members who do not exclude themselves from the Settlement Agreement.

5. How Much Money Will I Receive?

The Net Settlement Amount will be paid out to Class Members who do not submit a Request for Exclusion.

If you do not submit a Request for Exclusion, your individual share of the Net Settlement Amount will be calculated based on the total number of workweeks you worked during the Class Period as reflected in Eurostampa’s records. The number of workweeks you worked will be divided by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). Your share of the Net Settlement Amount will be less employee portions of state and federal withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law. Workweeks shall be determined from Eurostampa’s records.

You will have 180 days to cash your settlement check. In the event that your settlement check is uncashed after 180 days, your portion of the Net Settlement Fund will escheat to the State of California pursuant to state law.

Your estimated individual settlement amount is \$ _____. This amount may change depending on rulings from the Court.

6. When Will I Receive the Money?

If the Court grants final approval of the settlement on [date of final approval] and you did not submit a Request for Exclusion, the Claims Administrator will mail you a check for your Settlement Award no later than [date].

7. Can I Dispute My Share of the Settlement?

Yes. To do so, you must mail in documentary evidence supporting the number of workweeks you worked during the Class Period to the Claims Administrator no later than [insert 45 calendar days after mailing].

8. Can I Opt-Out of the Settlement?

Yes. If you exclude yourself from the proposed settlement, you will **NOT** receive a settlement payment and will not be subject to the terms of the Settlement Agreement. To exclude yourself, you must complete the enclosed Request for Exclusion and mail it back to the Claims Administrator postmarked no later than [insert 45 calendar days after mailing]. You will **NOT** receive any money from this settlement if you return the Request for Exclusion.

If you submit an untimely or incomplete Request for Exclusion, you will continue to be bound by the terms of this settlement.

9. Can I Object to The Settlement?

Yes. To do so, you must mail a signed, written statement of objection to the Claims Administrator at the address listed on the last page of this Notice with the case name or other identifying information, your full name, current home (or mailing) address, the last four digits of your Social Security number, and the grounds for the objection.

Your objection must be postmarked no later than [insert 45 calendar days after mailing] to the Claims Administrator at the address listed on the last page of this Notice.

If you fail to make your objection in the manner specified above, you shall be deemed to have waived any objections and you shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement, or any aspect of the proposed settlement, including, without limitation, the fairness, reasonableness or adequacy of the proposed settlement, the incentive award to the class representatives, or any award of attorneys' fees or reimbursement of costs and expenses.

If the Court rejects your objection, you will still be bound by the terms of the Settlement Agreement unless you submitted a valid and timely Request for Exclusion.

10. What Happens If I Do Nothing?

You will receive money from this settlement and you will be bound by the Release described below.

11. What Rights Am I Giving Up?

Upon final approval by the Court, each Settlement Class Member who has not timely submitted a valid Request for Exclusion will release Eurostampa, and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them, from any and all claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act.

12. Who Is The Class Representative?

The Court has appointed Plaintiff Mayra Morales as the Class Representative to represent you in this settlement. She will ask the Court to approve an enhancement award in an amount not to exceed \$5,000.00 to be paid from the Gross Fund Value to compensate her for her efforts in filing and assisting with the prosecution of the Lawsuit and in reaching this settlement on your behalf.

13. How Will The Attorneys' Fees For The Class Be Paid?

You do not need to pay any portion of either Class Counsel's or Eurostampa's attorneys' fees and costs. All payment for Class Counsel's attorneys' fees and costs will be deducted from the Gross Fund Value. Class Counsel has actively litigated this matter since January 27, 2022. It is customary for courts to award to class counsel attorneys' fees based upon a percentage of the total maximum settlement for the benefit of a class. In this case, Class Counsel will request an award of 1/3 of the Gross Fund Value in an amount not to exceed \$51,666.67 in attorneys' fees for their work in prosecuting this Lawsuit and obtaining this Settlement on your behalf. Class Counsel will also seek reimbursement of the costs and expenses they have incurred on behalf of the Class, estimated to be no more than \$4,000.00, to be paid from the Gross Fund Value.

Class Counsel will apply to the Court for approval of their attorneys' fees, costs, and expenses at the Final Approval Hearing scheduled for [date]. The actual amount awarded will be determined by the Court to ensure that the amount of attorneys' fees, costs, and expenses is reasonable.

14. When and Where is the Final Approval Hearing?

The Final Approval Hearing has been scheduled on [date and time], before the Honorable Cynthia P. Smith in Department A of the Napa County Superior Court located at 825 Brown Street, Napa, California, 94559, at which time Judge Smith will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to the Class Members; (2) whether the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved, and in what amount; (3) whether the application for an enhancement award for the Class Representative should be approved, and in what amount; and (4) whether the proposed Final Approval Order and Judgment should be entered by the Court. The Final Approval Hearing date and time may change without further notice given to you. Please contact the Claims Administrator at the address and telephone indicated in Section 15 below to find out if there has been a change to the date and time of the Final Approval Hearing.

You Are Not Required To Attend The Final Approval Hearing.

You are welcome to attend the Final Fairness and Approval Hearing, at your own expense. You may request permission to speak to the Judge at the Final Approval Hearing. You may hire your own attorney at your own expense to speak at the Final Approval Hearing, at your own expense. If you want to speak at the Final Approval Hearing, you must ask the

Judge for permission. To do so, send a letter to the Court (at the address set forth above) with a copy to the Claims Administrator no later than **[date]**, requesting permission to speak at the Final Approval Hearing. Such letter should be signed and should contain a brief statement of the position that you wish to put before the Judge at the Final Approval Hearing and the basis for that position. The Judge may, or may not, grant the request.

If the Judge issues a proposed Final Approval Order, the parties will jointly seek the Court's approval and adoption of the Final Approval Order.

15. Where Can I Get Additional Information?

This Notice provides only a summary of the matters relating to the proposed settlement. You may contact Class Counsel as follows:

KINGSLEY & KINGSLEY, APC
Eric B. Kingsley, Esq.
Liane Katzenstein Ly, Esq.
Jessica Bulaon, Esq.
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Facsimile: (818) 990-2903

You may also contact the Claims Administrator as follows:

ILYM Group, Inc.
14751 Plaza Dr., Ste J
Tustin, CA 92780
Telephone: (888) 250-6810
Facsimile: (888) 845-6185

**PLEASE DO NOT CALL OR CONTACT THE COURT WITH QUESTIONS ABOUT THE
PROPOSED SETTLEMENT OR THE SETTLEMENT PROCESS.**

EXHIBIT "2"

(Proof of Submission to LWDA)

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 28, 2022, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

William Zev Abramson, Esq.
ABRAMSON LABOR GROUP
3580 Wilshire Blvd., Ste 1260
Los Angeles, CA 90010-2513
wza@abramsonlabor.com

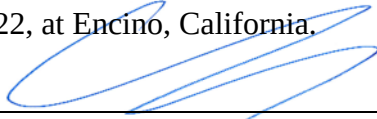
Andrew M. McNaught, Esq.
Robin E. Devaux, Esq.
SEYFARTH SHAW LLP
560 Mission Street., Ste 3100
San Francisco, CA 94105-2930
amcnaught@seyfarth.com
rdevaux@seyfarth.com

[] (BY ELECTRONIC SERVICE): I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 28, 2022, at Encino, California.



Michelle Tanzer