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ANITA RAMIREZ

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

ANITA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, a Delaware limited liability
company; and DOES 1-100, inclusive,

Defendants.

Case No. CIVSB2203812

*[Assigned for all purposes to Hon. Joseph T. Ortiz,
Department S-17]*

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

Date: May 13, 2024
Time: 1:30 p.m.
Dept.: S-17

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on May
3 13, 2024 at 1:30 p.m. in Department S-17 of the above-entitled Court, located at 247 West Third Street,
4 San Bernardino, California 92415, Plaintiff Anita Ramirez (“Plaintiff”), individually and on behalf of a
5 class of similarly situated individuals, will and hereby does move this Court for:

- 6 1. Preliminary approval of the proposed class settlement of this lawsuit;
7 2. Pursuant to section 382 of the California Code of Civil Procedure, provisional certification
8 of the following Settlement Class defined as follows:

9 All current and former Mentor Recruiters employed by CMFHA in California
10 between February 16, 2018 and April 25, 2021 (the “Class Period”) who were
11 classified as exempt and who do not opt out of the Action and who did not
execute arbitration agreements with CMFHA.

- 12 3. For purposes of the Settlement, the “Class Period” shall mean the time period between
13 February 16, 2018 and April 25, 2021.
14 4. Preliminary appointment of Plaintiff Anita Ramirez as Class Representative;
15 5. Preliminary appointment of Scott M. Lidman and Milan Moore of Lidman Law, APC as
16 Class Counsel;
17 6. The scheduling of a hearing to consider whether the Settlement should be finally approved
18 and to permit a service award to Plaintiff, Settlement Administration costs, civil penalties
19 payable to the California Labor Workforce Development Agency, and attorneys’ fees and
20 costs to Class Counsel;
21 7. Appointment of Phoenix Settlement Administrators (“Phoenix”) as the third-party
22 Settlement Administrator for mailing notices; and
23 8. Approval of the proposed Notice Packet (which is comprised of the Notice of Pendency of
24 Class Action and Proposed Settlement and Notice of Individual Settlement Award) and an
25 order that it be disseminated to the proposed Settlement Class Members as provided in the
26 Settlement Agreement.

27 This Motion is based on this notice of motion, the memorandum of points and authorities, the
28 declarations of Scott M. Lidman, Milan Moore, Plaintiff Anita Ramirez, and Jodey Lawrence of

1 Phoenix Settlement Administrators, and the exhibits attached thereto, the pleadings and other papers
2 filed in this action, and on any further oral or documentary evidence or argument presented at the time
3 of hearing.

4
5 Dated: February 21, 2024

Respectfully submitted,
LIDMAN LAW, APC

6
7
8 By:



Milan Moore
Attorneys for Plaintiff
ANITA RAMIREZ

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Anita Ramirez (“Plaintiff”) brought this class and representative action against Defendant California Mentor Family Home Agency, LLC (hereinafter referred to as “CMFHA” or “Defendant”) alleging various wage and hour violations. Plaintiff’s primary allegations are that CMFHA: (1) failed to pay all overtime wages owed; (2) failed to provide all legally required meal periods; (3) failed to authorize and permit all legally required rest periods; (4) failed to provide accurate, itemized wage statements; (5) failed to timely pay all wages upon separation of employment; (6) engaged in unlawful business practices; and (7) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Plaintiff now respectfully requests that this Court preliminarily approve this non-reversionary, class action settlement,¹ in which Defendant have agreed to pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) to the following Settlement Class:

All current and former Mentor Recruiters employed by CMFHA in California between February 16, 2018 and April 25, 2021 (the “Class Period”) who were classified as exempt and who do not opt out of the Action and who did not execute arbitration agreements with CMFHA.

For purposes of the Settlement, the “Class Period” shall mean the time period between February 16, 2018 and April 25, 2021.

Settlement Class members do not need to file a claim and will automatically receive a payment unless they affirmatively opt-out. After deducting administration costs, Plaintiff’s service award, attorneys’ fees and costs, and PAGA civil penalties, the remaining Net Settlement Amount (“NSA”) of approximately \$140,000.00 will be distributed to all Settlement Class members who do not opt-out. With approximately 34 Settlement Class members, the average payment to each Settlement Class member is currently expected to be approximately \$4,117.65, which does not include the \$5,000.00 PAGA Amount to the approximate 34 PAGA Employees.

This proposed Settlement is well-within the range of possible approval in light of the significant legal and factual obstacles that Plaintiff faced, the risks and costs of further litigation, and the tangible

¹ The Stipulation of Class Action and PAGA Settlement (“Settlement”) is attached to the Declaration of Milan Moore as Exhibit 1. The proposed Notice Packet (which consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award) is attached to the Settlement as Exhibits 2 and 3, respectively. All defined terms in this motion have the same definitions as used in the Settlement.

monetary benefits to be received by the Settlement Class. For the reasons discussed herein, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. THE PARTIES, PROCEDURAL HISTORY, DISCOVERY, AND ARMS-LENGTH NEGOTIATIONS

1. The Parties

CMFHA manufactures security products, including without limitation, metal security doors and locks. *See* Declaration of Milan Moore (“Moore Decl.”), ¶ 10. Plaintiff, a former employee, was employed by CMFHA from approximately September 2014 to approximately February 2022. *See* Declaration of Anita Ramirez (“Ramirez Decl.”), ¶ 2. During her employment and up until approximately April 25, 2021, CMFHA misclassified Plaintiff as exempt and paid her an annual salary. *Id.*

2. Procedural History

On February 16, 2022, Plaintiff filed a putative class action complaint against Defendant in San Bernardino County Superior Court. Moore Decl., ¶ 6. On June 23, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”). *Id.* On January 4, 2024, in conjunction with effectuating the terms of the settlement agreement, the Parties filed a joint stipulation to file a Second Amended Complaint adding a cause of action for waiting time penalties. *Id.* Plaintiff’s operative complaint alleges that CMFHA: (1) failed to pay all overtime wages owed; (2) failed to provide all legally required meal periods; (3) failed to authorize and permit all legally required rest periods; (4) failed to provide accurate, itemized wage statements; (5) failed to timely pay all wages upon separation of employment; (6) engaged in unlawful business practices; and (7) is liable for civil penalties under the PAGA. *Id.*

3. Discovery

Throughout the litigation, Plaintiff propounded two sets of written discovery, including without limitation, Special Interrogatories, Form Interrogatories General and Employment, and Requests for Production. Moore Decl., ¶ 7. CMFHA responded to the two set of written discovery and produced over 2,000 pages of documents and information pertaining to Plaintiff and the putative class. Further, the Parties completed the *Belair-West* notice and CMFHA produced the contact information for the putative class members that did not opt-out. Additionally, over the course of two days, Plaintiff took the deposition of CMFHA’s Person Most Qualified. CMFHA also took the deposition of Plaintiff. *Id.*

1 After agreeing to participate in early mediation, CMFHA informally produced documents and
2 information relevant to the claims alleged in advance of mediation, including without limitation
3 timekeeping and payroll data for the putative class. Moore Decl., ¶ 7. With the informal production of
4 information and data, in conjunction with the formal discovery completed, Plaintiff was able to calculate
5 data points necessary for a fruitful mediation, including without limitation, the number of employees,
6 workweeks at issue, pay periods at issue, meal and rest period policies and procedures, and payroll
7 policies. After a review and analysis of the documents and information produced by CMFHA, Class
8 Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of
9 Plaintiff's case. *Id.* This discovery allowed the parties to assess the merits and value of Plaintiff's claims
10 and CMFHA's defenses thereto, if a settlement could not be reached.

11 **4. Arms-Length Negotiations**

12 On November 9, 2023, a mediation was held with Jill Sperber, Esq., a well-respected wage and
13 hour class action mediator. Moore Decl., ¶ 8. During mediation, the parties vigorously debated their
14 opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the
15 claims and defenses. *Id.* Ultimately, the Parties agreed on a class-wide resolution that included Plaintiff
16 filing an amended complaint adding a cause of action for waiting time penalties. In the weeks that
17 followed, the parties finalized the terms of settlement and executed the Stipulation of Settlement
18 ("Settlement"). *Id.*

19 **III. ARGUMENT**

20 **A. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

21 California Rule of Court 3.769 conditions settlement of a class action on court approval, which is
22 generally evaluated under the federal standards applicable under Rule 23 of the Federal Rules of Civil
23 Procedure. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322 requires trial court to
24 determine "that the settlement is fair, reasonable and adequate to all concerned"); *Hanlon v. Chrysler*
25 *Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026 requires the trial court to determine "whether a proposed
26 settlement is fundamentally fair, adequate, and reasonable").

27 As explained below, the Settlement Class satisfies the criteria for certification of a settlement class
28 under California law because: (1) the Settlement Class is so numerous that joinder would be impractical;
(2) common questions of law and fact predominate over individual questions such that class certification
is the most efficient and desirable way to maintain this litigation; (3) Plaintiff's claims are typical of the

claims of absent Settlement Class Members; and (4) Plaintiff and her counsel will fairly and adequately represent Settlement Class Members' interest. *See* Cal. Civ. Proc. § 382.

1. Numerosity is Satisfied.

Here, there are approximately 34 Settlement Class Members. Therefore, numerosity is satisfied. *See* Moore Decl., ¶ 10; *See, e.g., Bowles v. Sup. Ct.* (1955) 44 Cal.2d 574 (holding a class representing 10 beneficiaries of a trust sufficiently numerous).

Further, a class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 916 (alterations in original). Here, the proposed Settlement Class is defined as "All current and former Mentor Recruiters employed by CMFHA in California between February 16, 2018 and April 25, 2021 (the "Class Period") who were classified as exempt and who do not opt out of the Action and who did not execute arbitration agreements with CMFHA." For purposes of the Settlement, the "Class Period" shall mean the time period between February 16, 2018 and April 25, 2021. Moore Decl., ¶ 10.

In addition, PAGA Employees is defined as: "All current and former Mentor Recruiters employed by CMFHA in California between February 16, 2021 and April 25, 2021 (the "PAGA Period") who were classified as exempt and who do not opt out of the Action and who did not execute arbitration agreements with CMFHA." For purposes of this Settlement Agreement, the "PAGA Period" shall mean the time period between February 16, 2021 and April 25, 2021. *Id.*

2. Commonality is Satisfied.

The focus in a certification dispute is not the merits, but rather on what types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug Store, Inc. v. Superior Court (Rocher)* (2004) 34 Cal.4th 319, 327. Here, Settlement Class Members' claims arise from CMFHA's common, uniform policies and practices that applied to Plaintiff and Settlement Class Members during the class period. Moore Decl., ¶ 11. As a result of the common and uniform policies and practices that applied to all Settlement Class Members, their claims involve common questions of law and fact, including but not limited to:

1. Whether CMFHA properly paid all overtime wages;
2. Whether CMFHA provided all legally compliant meal periods;

3. Whether CMFHA authorized and permitted all legally required rest periods;
4. Whether CMFHA failed to furnish accurate, itemized wage statements;
5. Whether CMFHA failed to timely pay all wages owed upon separation; and
6. Whether CMFHA's conduct constituted unlawful and/or unfair business practices.

These alleged practices result in common questions as to the affected Settlement Class Members.

See e.g., Benton v. Telecom Network Specialists, Inc. (2013) 220 Cal.App.4th 701, 726.

3. Typicality is Satisfied.

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the same goods as the putative class in a consumer class action).

Here, Plaintiff's claims are typical of those held by the Settlement Class. First, Plaintiff was employed by CMFHA during the Class Period as an exempt employee, who was misclassified and was subject to Defendant's wage and hour policies at issue in this case. *See Ramirez Decl.*, ¶ 2. Second, Plaintiff was injured by the same challenged policies that injured the Settlement Class as a whole. For example, Plaintiff asserts that she, like the Settlement Class, was not paid all legally required overtime wages due to CMFHA's misclassification up until April 25, 2021, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when he was not provided compliant meal or rest periods, was not provided with accurate, itemized wage statements, and was not paid all of her wages owed upon separation of employment. *Id.* Given that Defendant's policies and practices applied to all employees misclassified as exempt, Settlement Class Members possess a similar interest and have suffered similar alleged injuries as Plaintiff. Accordingly, because Plaintiff's claims and those of the Settlement Class all arise from the same conduct, typicality is satisfied.

4. Adequacy is Satisfied.

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Services* 155 (2007) Cal.App.4th 676, 697.

1 Here, there are no apparent conflicts of interest between Plaintiff and the Settlement Class he
2 seeks to represent. *See* Ramirez Decl., ¶ 11. Indeed, Plaintiff’s interests are aligned with those of the
3 Settlement Class Members, as they all seek monetary relief under the same facts and legal theories. *Id.*
4 Additionally, Class Counsel does not have any conflict of interest with the Settlement Class. *See McGhee*
5 *v. Bank of America* (1976) 60 Cal.App.3d 442, 450-51 (adequacy satisfied where there was no indication
6 that Class Counsel were not qualified and the named plaintiff had no interests antagonistic to those of the
7 proposed class).

8 Further, Class Counsel also have extensive experience in wage and hour class action litigation and
9 have vigorously litigated this case. *See* Moore Decl., ¶¶2-8; Moore Decl., ¶¶ 2-4.

10 **B. THE PROPOSED CLASS ACTION SETTLEMENT IS FAIR, ADEQUATE, AND**
11 **REASONABLE**

12 Settlement is the preferred means of dispute resolution, particularly in complex class action
13 litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The Court’s role in
14 evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair. *See*
15 *e.g., Hanlon, supra*, 150 F.3d at 1027. There is an initial presumption of fairness where, as here, the
16 Settlement agreement was negotiated at arm’s-length by class counsel and with the assistance of an
17 experienced wage and hour class action mediator. *See e.g. Kullar v. Foot Locker Retail, Inc.* (2008) 168
18 Cal.App.4th 116, 130.

19 **1. The Preliminary Approval Standard is Met**

20 To make a fairness determination, the Court should consider several factors, including: “the
21 strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk
22 of maintaining class action status through trial, the amount offered in settlement, the extent of discovery
23 completed and the stage of the proceedings, [and] the experience and views of counsel.” *Dunk v. Ford*
24 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. “The list of factors is not exclusive and the court is free to
25 engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba*
26 *v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 230, 245. The Settlement is fair, adequate, and reasonable
in light of the overall balance of factors in this case for the following reasons.

27 //

28 //

1 **a. The Strength of Plaintiff’s Case**

2 Although Plaintiff maintains that her claims are meritorious, she acknowledges there were
3 substantial risks and uncertainty in proceeding with litigation. As described below, CMFHA presented
4 multiple defenses to Plaintiff’s claims, both on the merits and class certification. Thus, while Plaintiff
5 was prepared to litigate these claims through certification and trial, success was not certain.

6 **b. Risk, Expenses, Complexity, and Duration of Further Litigation**

7 Although the parties engaged in informal discovery throughout this action, the parties still had
8 significant discovery to complete in formal litigation had the matter not settled. Moore Decl., ¶ 28.
9 Moreover, Plaintiff still had to file for class certification, and faced the prospect of appeals in the wake of
10 a disputed class certification ruling for Plaintiff and/or an adverse summary judgment ruling. *Id.* Even if
11 the classes sought to be certified by Plaintiff were in fact certified, the parties would incur considerably
12 more attorneys’ fees and costs through a possible decertification motion, trial, and possible appeal. *Id.*
13 This Settlement avoids those risks and the accompanying expense. Thus, this factor supports preliminary
14 approval.

15 **c. Risk of Maintaining Class Action Status**

16 Plaintiff had not yet filed her motion for class certification and as such, the extent to which
17 Plaintiff’s proposed classes were certifiable is somewhat speculative, especially given the small class size.
18 Absent settlement, there was a risk that there would not be a certified class at the time of trial.

19 **d. Overview of the Settlement Agreement**

20 If the Court approves this Settlement, Defendant will pay a Gross Settlement Amount (“GSA”) of
21 \$300,000.00.² Moore Decl., ¶ 9, Exh. 1 (Settlement, ¶ 5). Significantly, this Settlement is **non-**
22 **reversionary**, and no Settlement Class member will have to submit a claim form to receive a Settlement
23 Award. *Id.* (Settlement, ¶ 5). Each Settlement Class member will automatically receive a Settlement
24 Award unless he or she affirmatively opts out of the Settlement. *Id.* The monetary terms of the Settlement
25 are summarized below:

26 ² Defendant represents that there are an estimated 8,011 workweeks worked by Settlement Class members during the Class
27 Period. If the number of workweeks worked by Settlement Class members during the Class Period is more than 10% greater
28 than this figure, Defendant has the sole option to either: (i) increase the Gross Settlement Amount on a proportional basis (*i.e.*,
if there was an 11% increase in the number of workweeks worked by the Settlement Class members during the Class Period,
Defendant would agree to increase the Gross Settlement Amount by 11%); or (ii) alter the definition of the Class Period such
that it would commence on the date where the total workweek count during the Class Period would be no greater than 8,812
workweeks. *See* Settlement ¶ 5.E.

Gross Settlement Amount (“GSA”):	\$300,000.00
Minus Court-approved attorneys’ fees (1/3 of GSA):	\$100,000.00
Minus Court-approved, verified costs (up to):	\$30,000.00
Minus Court-approved Class Representative Service Award (up to):	\$10,000.00
Minus Settlement Administration Costs:	\$5,000.00
Minus PAGA civil penalties to the LWDA:	\$15,000.00
Net Settlement Fund (“NSF”):	\$140,000.00

The Gross Settlement Amount and the required employer-side taxes shall be deposited with the Settlement Administrator into an interest-bearing settlement account for the benefit of the Settlement Class members, within ten (10) business days after Final Approval (which, for this purpose shall be defined as the date on which the Court enters an Order granting Final Approval) or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (1) the last date on which any appeal might be filed or (2) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review. Moore Decl., ¶ 9, Exh. 1 Settlement ¶ 4.B.

After deducting amounts for the Court-approved attorneys’ fees and verified costs, Service Award to Plaintiff, Settlement Administrator costs, and the PAGA civil penalties to the LWDA, the Settlement requires Defendant to pay a Net Settlement Fund (“NSF”) of at least **\$140,000.00** to all Settlement Class Members who do not timely opt out. This amount does not include the \$5,000.00 PAGA Amount to be paid to the PAGA Employees. Moore Decl., ¶ 9, Exh. 1 (Settlement ¶ 4.C.5).

The Individual Settlement Awards shall be determined as follows:

- i. Payments to all participating Settlement Class members: Ninety percent (90%) of the NSF will be distributed to all participating Settlement Class members based on each Settlement Class member’s proportionate gross payroll paid during the Class Period, by multiplying 90% of the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class member’s gross payroll paid during the Class Period, and the denominator of which is the total gross payroll paid to all Settlement Class members during the Class Period. See Settlement, ¶ 5.B.i.
- ii. Waiting Time Amount: Five percent (5%) of the NSF shall be designated as the “Waiting Time Amount.” Each participating Settlement Class member whose employment with CMFHA ended at any time from February 16, 2019 through April 25, 2021 (the “Waiting Time Period”) shall receive an equal share of the Waiting Time Amount. In other words,

the Waiting Time Amount will be divided equally among all participating Settlement Class members whose employment with CMFHA ended during the Waiting Time Period. *See* Settlement, ¶ 5.B.ii.

iii. Wage Statement Amount: Five percent (5%) of the NSF shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by CMFHA at any time from February 16, 2021 through April 25, 2021 (“Wage Statement/PAGA Period”), shall receive a portion of the Wage Statement Amount proportionate to the number of pay periods worked by that participating Settlement Class member during the Wage Statement/PAGA Period, and which will be calculated by multiplying 5% of the NSF by a fraction, the numerator of which is the participating Settlement Class member’s number of pay periods worked during the Wage Statement/PAGA Period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during the Wage Statement/PAGA Period. *See* Settlement, ¶ 5.B.iii.

iv. PAGA Amount: In addition to the NSF, Five Thousand Dollars and Zero Cents (\$5,000.00), of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each PAGA Employee, shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the period February 16, 2021 to April 25, 2021, the numerator of which is the PAGA Employees’ gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during this period. The payments to PAGA Employees shall be reported as penalties on a Form 1099. *See* Settlement, ¶ 5.B.iv.

According to Defendant, there are approximately 34 total Settlement Class Members (who worked a total of approximately 2,563 workweeks during the relevant time period). Moore Decl., ¶ 10. Thus, the average Individual Settlement Awards (assuming there are no opt-outs) is projected to be approximately **\$4,117.65, exclusive of any PAGA civil penalties, which is approximately \$54.62 per workweek** (\$140,000/2,563 workweeks). *Id.*

Additionally, there are approximately 34 PAGA Employees (who worked a total of approximately 1,355 pay periods during the relevant time period). *Id.* Thus, the average individual portion of PAGA Amount is approximately **\$147.06, which is approximately 3.69 per pay period** (\$5,000/1,355 pay periods).

Settlement Class Members will have sixty (60) calendar days from the mailing of the Class Notice to opt-out or object to the Settlement, thereby providing ample time to review the Class Notice without unduly delaying the Settlement. *See* Settlement, ¶ 11.C. Those Settlement Class Members who do not opt-out of the Settlement will be bound by its terms and will release all claims against Defendant included within the Settlement, for the period between February 16, 2018 and April 25, 2021. *See* Settlement, ¶ 3.

1 Settlement Class Members who opt-out of Settlement will still receive a portion of the PAGA Amount if
2 they are a PAGA Employee during the PAGA Period.

3 As this is a non-reversionary Settlement, 100% of the NSA shall be consumed in that if a
4 Settlement Class Member opts-out of the Settlement, the portion allocated to the individual who opts-out
5 shall be added to the NSA and redistributed and allocated to the Settlement Class Members who did not
6 opt-out. *See* Settlement, ¶ 5.C.

7 **e. The Parties Engaged in Fair and Honest Negotiations.**

8 This Settlement was a result of serious, informed, non-collusive negotiations with the assistance
9 of a mediator. After engaging in formal written discovery and depositions, and after the detailed review
10 of the information, data and other documents and policies produced by CMFHA, Class Counsel drew on
11 their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case.
12 Moore Decl., ¶ 7. This discovery allowed the parties to assess the merits and value of Plaintiff's claims
13 and CMFHA's defenses thereto, if a settlement could not be reached. *Id.*

14 On November 9, 2023, the parties participated in mediation with Jill Sperber, a preeminent wage
15 and hour class action mediator. Moore Decl., ¶ 8. During mediation, the parties vigorously debated their
16 opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the
17 claims and defenses. Ultimately, the parties agreed in principle on a class-wide resolution. *Id. Id.* In
18 the weeks that followed, the parties finalized the terms of settlement and executed the Settlement. Moore
19 Decl., ¶ 8, Exhibit 1.

20 Thus, the proposed Settlement is entitled to an initial presumption of fairness as it is the result of:
21 factual investigation and data analysis; formal written discovery, depositions of Plaintiff and CMFHA's
22 Person(s) Most Qualified; the exchange of substantial information and class data, including timekeeping
23 and payroll records; wage and hour policies and practices; arm's length negotiations by counsel; and
24 mediation before an experienced wage and hour class action mediator. *See* Moore Decl., ¶¶ 11-12; *See*
25 *Kullar, supra*, 168 Cal.App.4th at 130. Thus, these factors support preliminary approval.

26 Further, there are no deficiencies in the Settlement. The Settlement does not grant preferential
27 treatment to the class representative or segments of the class, and is within the range of possible approval,
28 as discussed in detail below. The Settlement will provide monetary relief to Settlement Class Members.

1 The amounts proposed for Class Counsel's attorneys' fees and costs, and service award are all reasonable
2 and appropriate based on the facts of this case. Because the Settlement is devoid of obvious deficiencies,
3 this factor supports preliminary approval.

4 **f. Amount Offered in Settlement Given Realistic Value of Claims**

5 Failure to Pay Overtime Wages: Plaintiff alleges that Defendant failed to properly compensate its
6 non-exempt employees for all time worked. Moore Decl., ¶ 12. Specifically, Plaintiff alleges that as a
7 result of CMFHA's misclassification of Mentor Recruiters as exempt, Plaintiff and the other Mentor
8 Recruiters were not paid for their overtime hours worked. *Id.* CMFHA paid Plaintiff and the other Mentor
9 Recruiters a flat salary which was not based on the number of hours actually worked. Plaintiff and the
10 other Mentor Recruiters regularly worked more hours than scheduled and on average worked in excess
11 of 10.0 to 12.0 hours per day. This was because in addition to her 8 hours, CMFHA often required
12 Plaintiff and other Mentor Recruiters to work weekends, nightly recruiting events, and make home visits.
13 They also had to have weekly meetings with their Program Directors, 1.5 hour weekly information
14 sessions, community events, etc. *Id.* Accordingly, based on 5 hours of unpaid overtime hours each week
15 through April 25, 2021 when CMFHA reclassified Mentor Recruiters, Plaintiff estimates Defendant's
16 exposure at a total of \$473,514 (2,563 workweeks x 5 OT hours/week x \$36.95 average overtime rate).
17 *Id.*

18 CMFHA contends that it compensated Settlement Class members for all of their time worked.
19 Moore Decl., ¶ 13. Specifically, CMFHA contends that it properly classified Mentor Recruiters as exempt
20 and therefore did not have to pay overtime wages. *Id.* CMFHA further asserts that Plaintiff would be
21 unable to certify this class given the individualized inquiries that would be required, including without
22 limitation how many hours each Mentor Recruiter was working, which would be difficult because
23 contemporaneous timekeeping records were not maintained. In light of these defenses, Plaintiff
24 discounted the maximum exposure by 35% for the risk of non-certification, and an additional 40% to
25 account for Defendant's defenses on the merits to arrive at an estimated exposure of approximately
26 \$184,670.46.

27 Meal Period Violations: Plaintiff alleges that she and Settlement Class Members were not provided
28 with all legally-required meal periods in compliance with California law due to Defendant's unlawful meal

1 period policies/practices. Moore Decl., ¶ 14. Due to work demands, Plaintiff was often prevented from
2 taking meal periods that commenced before the end of the 5th hour of work and/or which were at least 30
3 minutes in length. Additionally, CMFHA did not require its Mentor Recruiters to track the start and stop
4 time of meal periods when they remained on the work premises. *Id.* Therefore, Plaintiff calculated
5 Defendant's maximum exposure for the alleged meal period violations at \$315,633 (2,563 workweeks x 5
6 shifts/week x \$24.63 average hourly rate). *Id.*

7 CMFHA counters that it has always provided non-exempt employees with an opportunity to take
8 legally compliant meal periods, and any non-compliant meal periods were solely the result of employee
9 choice, rather than any policy or practice of CMFHA. Moore Decl., ¶ 15. CMFHA also points out that
10 under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide"
11 the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done
12 so. *Brinker, supra*, 53 Cal.4th at 1038 (rejecting "ensure" standard). Finally, CMFHA contends Plaintiff's
13 meal period claim is not suited for class certification and individual inquiries would be required to assess
14 which employees took non-compliant meal periods, how many meal periods were non-compliant or
15 missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal
16 period during a particular shift. *Id.* Accordingly, Plaintiff discounted the maximum exposure by 50% for
17 the risk of non-certification, and an additional 45% to account for CMFHA's defenses on the merits to
18 arrive at an estimated exposure of \$86,799.08. *Id.*

19 Rest Period Violations: Plaintiff alleges that she and other Settlement Class Members were not
20 authorized and permitted to take all required rest periods due to CMFHA's rest period policies/practices
21 which fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
22 Moore Decl., ¶ 16. Specifically, Plaintiff worked shifts in excess of 3.5 hours, but was not authorized or
23 permitted to take a ten-minute paid rest period for every four (4) hour period worked, *or major fraction*
24 *thereof* as a result of the work demands imposed by Defendant and the nature of the work of Mentor
25 Recruiter. *Id.* Accordingly, Plaintiff calculated Defendant's maximum exposure at \$315,633 (2,563
26 workweeks x 5 shifts/week x \$24.63 average hourly rate). *Id.*

27 CMFHA contends it has always maintained and enforced lawful rest period policies and practices,
28 and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in

1 compliance with California law. Moore Decl., ¶ 17. CMFHA argues that Plaintiff's rest period claims
2 are inherently unsuited for class treatment as it requires an individualized inquiry into whether each
3 Settlement Class member was in fact authorized and permitted to take a compliant rest period, which
4 would devolve into an unmanageable series of mini-trials. *Id.* Accordingly, Plaintiff discounted the
5 maximum exposure by 55% for the risk of non-certification, and an additional 45% to account for
6 Defendant's defenses on the merits to arrive at an estimated exposure of \$78,119.17. *Id.*

7 Wage Statement Violations: Plaintiff further alleges that CMFHA issued inaccurate wage
8 statements in violation of Labor Code § 226 as a result of the misclassification of the Mentor Recruiters
9 and meal and rest period premium wages described above. Moore Decl., ¶ 18. Specifically, Plaintiff
10 contends that this conduct violated Labor Code § 226(a) because the wage statements issued to Settlement
11 Class Members did not include all hours worked and the rate at which they were being paid. *Id.* Therefore,
12 Plaintiff calculated CMFHA's maximum exposure for wage statement violations at approximately
13 \$133,800 (\$50.00 x 34 Mentor Recruiters + \$100 x 1,321 subsequent wage statements). *Id.*

14 CMFHA argued that its alleged wage statement violations could not be shown to be "knowing and
15 intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a result of
16 the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties.
17 Moore Decl., ¶ 19. As such, Plaintiff discounted the calculated exposure by 35% for a risk of non-
18 certification and an additional 35% for a risk of being unsuccessful on the merits to arrive at an estimated
19 total of \$56,530.50. *Id.*

20 Waiting Time Penalties: Plaintiff alleges that CMFHA is also liable for waiting time penalties
21 under Labor Code section 203 as a result of its failure to pay all overtime wages upon separation of
22 employment. Moore Decl., ¶ 20. Based on the data provided by CMFHA, there were approximately 25
23 Settlement Class Members who have separated their employment with Defendant during the relevant time
24 period who could be entitled to waiting time penalties. *Id.* Therefore, Plaintiff calculated CMFHA's
25 maximum exposure for waiting time penalties at approximately \$147,780 (\$5,911.20 (8 hours/day *
26 \$24.63/hour * 30 days). \$5,911.20* 25 former Mentor Recruiters). *Id.*

27 CMFHA asserts it has strong defenses to the waiting time claim because there exist good-faith
28 disputes as to Plaintiff's underlying claims, precluding imposition of penalties. Moore Decl., ¶ 21. *See*

also 8 Cal. Code Regs. § 13520 (a “good faith dispute that any wages are due will preclude imposition of waiting time penalties”); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding that “good faith dispute” over whether employee was exempt precluded imposition of waiting time penalties over contested wages owed). Accordingly, Plaintiff discounted the maximum exposure by 45% for the risk of non-certification, and an additional 35% to account for CMFHA’s defenses on the merits to arrive at an estimated exposure of approximately \$44,703.45. *Id.*

PAGA Civil Penalties: Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations. Moore Decl., ¶ 22. Plaintiff calculated CMFHA’s exposure at approximately \$802,800 based on each unique Labor Code violation for failure to pay all overtime wages due, meal period violations, rest period violations, and wage statement violations that occurred during the PAGA Period. *Id.*; see *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1207 (finding “initial” violation rate applies until employer is notified that it is violating a Labor Code provision).

CMFHA argues that Plaintiff’s PAGA claim will fail for the same reasons that his underlying claims will fail. Moore Decl., ¶ 23; see *Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147 (“Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail.”). CMFHA also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find it liable for any of Plaintiff’s claims. See Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing PAGA penalties from \$2.8 million to \$500,000). *Id.* Therefore, Plaintiff discounted the maximum exposure figure by 45% for a risk of being unsuccessful on the merits, and an additional 40% to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure of approximately \$264,924.00. *Id.*

g. The Settlement Is Within the Range of Possible Approval

Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately \$715,746.65. Moore Decl., ¶ 24. The proposed settlement of \$300,000.00 therefore represents approximately 42% of the reasonably forecasted recovery for the Settlement Class. *Id.* Preliminary approval is appropriate as the settlement

1 will provide tangible monetary relief to Settlement Class Members, and will still provide an average
2 recovery to Settlement Class Members of over \$4,000.00.

3 The proposed settlement reflects approximately 42% of the estimated recovery the Settlement
4 Class could reasonably expect in light of the significant litigation risks, and will provide tangible
5 monetary compensation for disputed claims. Indeed, the percentage of the liability exposure recovered
6 in this case exceeds percentages routinely approved by courts. *See, e.g., Glass v. UBS Finan. Servs.*
7 (N.D. Cal. 2007) Case No. C-06-4068 MMC, 2007 WL 221862, *4 (approving settlement representing
8 25% to 35% of potential damages); *Dunleavy v. Nadler* (9th Cir. 2000) 213 F.3d 454, 459 (approving
9 settlement representing about one-sixth of potential recovery); *Nat'l Rural Telecomm. Coop. v. DirecTV,*
10 *Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 527 (“it is well-settled law that a proposed settlement may be
11 acceptable even though it amounts to only a fraction of the potential recovery that might be available to
12 the Settlement Class members at trial”). Thus, Plaintiff submits the settlement is within the range of
13 possible approval, such that notice should be provided to the Settlement Class so that they can consider
14 the Settlement. The Court will have the opportunity to again assess the reasonableness of the Settlement
15 after the Settlement Class has had the opportunity to opt-out or object.

16 **h. The Experience and Views of Counsel**

17 “Parties represented by competent counsel are better positioned than courts to produce a
18 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pacific Enterprises*
19 *Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is represented by competent,
20 experienced counsel who possess extensive experience prosecuting and defending wage-and-hour class
21 actions, and who have been appointed as class counsel in numerous cases alleging similar claims. *See;*
22 *Nguyen Decl.*, ¶¶ 2-8; *Moore Decl.*, ¶¶ 2-8; *Haines Decl.*, ¶¶ 2-8. Class Counsel conducted an in-depth
23 review of Defendant’s policies and timekeeping and payroll records and drew on their extensive
24 experience in similar cases to assess the strengths and weaknesses of Plaintiff’s case. *See Moore Decl.*,
25 ¶¶ 10-27. The Settlement was also reached with the assistance of an experienced and respected wage and
26 hour class action mediator. *Id.* This factor strongly supports preliminary approval of the Settlement. *See*
27 *Kullar, supra*, 168 Cal.App.4th at 130.

28 //

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

2 California courts recognize an appropriate method for awarding attorneys' fees in class actions is
3 to award a percentage of the "common fund" created as a result of a settlement. *See e.g., Laffitte v. Robert*
4 *Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 (holding "the percentage of fund method survives in California
5 class action cases"). Class Counsel's request for fees of one-third of the GSA is well within the range of
6 reasonableness, and indeed is considered the typical rate for common fund settlements. Historically,
7 courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the
8 case. *See* 4 Newberg on Class Actions § 14.6 (4th Ed. 2013).

9 Here, Class Counsel will also apply for an attorneys' fees award of one-third of the GSA, which
10 is currently estimated to be \$100,000, and up to \$30,000 in verified costs reimbursement. *See* Settlement,
11 ¶ 6; Moore Decl., ¶ 25. Plaintiff submits the requested fee is fair compensation for undertaking complex,
12 risky, expensive, and time-consuming litigation on a purely contingent fee basis. *Id.* Further, Plaintiff
13 has provided written approval of the split of attorneys' fees in this action. Moore Decl., ¶ 26. Class
14 Counsel has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiff's
15 claims, conducting legal research, propounding two sets of written discovery, preparing and taking the
16 depositions of CMFHA's PMQ over the course of two days, preparing and defending Plaintiff's
17 deposition, reviewing Defendant's documents and policies, analyzing Settlement Class Members'
18 timekeeping data and payroll records, preparing for and attending mediation, negotiating and revising the
19 long-form Settlement, preparing this Motion, and otherwise litigating the case. Moore Decl., ¶ 25. Class
20 Counsel expect to expend additional attorney time in attending the hearing on this Motion, overseeing the
21 Notice process and fielding questions from Settlement Class Members, preparing the final approval papers
22 and attending the Final Approval hearing. *Id.*

23 Class Counsel submits that the request for attorneys' fees is reasonable when viewed as an overall
24 percentage of the settlement in light of the substantial risks, significant work undertaken, the extremely
25 positive results obtained for the class, and the efficiency with which the Parties conducted the litigation.
26 Should the Court grant preliminary approval, Class Counsel will seek an award of attorneys' fees and
27 verified litigation costs at the time of seeking final approval of the Settlement, which will include a lodestar
28 analysis.

1 **j. Administration Costs**

2 Phoenix Settlement Administrator’s fees and expenses are estimated not to exceed \$5,00.00. *See*
3 Declaration of Jodey Lawrence in support of Plaintiff’s Motion for Preliminary Approval filed
4 concurrently herewith (“Lawrence Decl.”). This includes sending the Notice in English only due to the
5 nature of Defendant’s workforce. This request is reasonable in light of the proposed class size of
6 approximately 35 Settlement Class Members and the costs and expenses associated with administering
7 the notices in English and distributing the awards.

8 **k. Class Representative Service Award**

9 “[I]ncentive awards are fairly typical in class action cases . . . and are intended to compensate class
10 representatives for work done on behalf of the class [and] to make up for financial or reputational risk
11 undertaken in bringing the action.” *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380,
12 1393-94. Here, as part of the Settlement, Plaintiff will separately apply for a service award at the time of
13 seeking final approval of the proposed class action settlement in the amount of \$10,000.00 for his services
14 to the Settlement Class. Moore Decl., ¶ 27; Settlement, ¶ 7; Ramirez Decl., ¶¶ 3-12. As will be fully
15 briefed at the time of final approval, Plaintiff’s requested service award is intended to recognize the time
16 and effort Plaintiff expended on behalf of the Settlement Class, including providing substantial factual
17 information and documents to Class Counsel, attending multiple meetings with Class Counsel to discuss
18 the claims and theories at issue in the litigation, preparing for and sitting for a full day deposition,
19 participating in the mediation, as well as the significant risks Plaintiff undertook by agreeing to serve as
20 the named plaintiff in this case, the fact that Plaintiff has agreed to a general release of all claims subject
21 to a waiver of Civil Code § 1542. *See* Moore Decl., ¶ 27; Ramirez Decl., ¶¶ 3-11; Settlement ¶ 3.C.

22 **l. PAGA Civil Penalties**

23 The parties have agreed to a PAGA award of \$20,000.00 and in accordance with California Labor
24 Code section 2699(i), the LWDA will receive 75% of the amount attributable to PAGA penalties – or
25 \$15,000.00. Settlement ¶ 5.C.5. This \$20,000.00 represents roughly 6.67% of the \$300,000.00 Gross
26 Settlement Amount and is in line with the zero to two percent range for PAGA claims approved by Courts.
27 *See, e.g., In re M.L. Stern Overtime Litig.*, No. CV 07-0118 BTM (JMAx), 2009 WL 995864, at *1 (S.D.
28 Cal. Apr. 13, 2009) (approving PAGA settlement of 2 percent, or \$20,000); *Hopson v. Hanesbrands, Inc.*, No. CV 08-0844 EDL, 2008 WL 3385452, at *1 (S.D. Cal. Apr.

13, 2009) (approving a PAGA settlement of 0.3 percent, or \$1,500); *Nordstrom Comm'n Cases*, 186 Cal. App. 4th 576, 589 (2010) (approving settlement of wage and hour class action claims and PAGA claims under which no money was allocated to the PAGA claims).

m. Payroll Taxes

The Settlement provides that the employer's share of payroll taxes shall be paid separately from, and in addition to, the Gross Settlement Amount. Settlement ¶ 4.D.

n. Uncashed Funds

The Settlement provides that Settlement Class Members with 180 days from the date the Settlement Administrator mails the checks and any funds remaining after 180 days escheat to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member. Settlement ¶ 5.E. As all settlement funds will be distributed to the Settlement Class Members, there will be no residue and it is unnecessary to designate *cy pres* recipients.

C. SETTLEMENT IS DEVOID OF OBVIOUS DEFICIENCIES

Preliminary approval of the Settlement is also warranted because there are no obvious deficiencies. The Settlement will provide monetary relief to participating Settlement Class Members. The amounts proposed for Class Counsel's attorneys' fees and costs, and service award are all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious deficiencies, this factor supports preliminary approval.

D. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED NOTICE TO SETTLEMENT CLASS MEMBERS

Before the final approval hearing, the Court requires adequate notice of the settlement be given to all class members. This Court should order distribution to the Settlement Class of the proposed Notice Packet (which is comprised of the Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award) by first-class regular U.S. Mail, postage prepaid, using last known mailing address information provided by Defendant. *See* Settlement, ¶ 10, Exhs. 2 and 3. The Notice Packet will be mailed in both English only due to the nature of Defendant's workforce.

This manner of giving notice is the "best notice practicable" under the circumstances because it provides "individual notice to all members who can be identified through reasonable effort." *See Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. Here, Plaintiff proposes that the Settlement be administered by Phoenix, an experienced class action settlement administrator. *See generally* Lawrence

Decl. and attached exhibits. Class Data will be ascertainable through Defendant's personnel and payroll records, which Defendant will provide to Phoenix within 20 calendar days of preliminary approval of the Settlement. *See* Settlement ¶ 10.A. Within 10 business days of receipt of the Settlement Class Members' addresses, Phoenix will run the names of all Settlement Class Members through the United States Postal Service Notice of Change of Address database (which provides updated addresses for any individual who has moved in the previous four years and has notified the U.S. Postal Service of a forwarding address), calculate the estimated Settlement Award for each Settlement Class member, and mail the notices to Settlement Class Members. *See* Settlement ¶ 10.B. To the extent that any notices are returned, Phoenix will perform a "skip trace" to track any Class Member's current mailing address. *See* Settlement ¶ 10.C.

The content of the proposed Notice Packet satisfies California Rule of Court 3.766(d) because it advises Settlement Class Members of the nature of the claims, basic contentions and denials of the parties, and the key terms of the Settlement, the 60-day deadline to opt-out or object to the Settlement and the procedures by which to do so, explains the recovery formula and expected recovery amount for each Settlement Class member, provides them the opportunity to contest their total workweeks included in the notice, and advises them that they will be bound by the terms of the Settlement if they do not opt-out. *See* Moore Decl., Exh. 1 (Settlement, Exh. A). The proposed Notice Packet will also notify Settlement Class Members of the final approval hearing date and provides Settlement Class Members the contact information for Class Counsel, and advises Settlement Class Members that they may enter an appearance through counsel if they wish to.

Additionally, as stated in the proposed Notice Packet, any changes to the Final Approval hearing date, time, or location will be posted on the Settlement Administrator's website. *Id.* Furthermore, the Settlement Administrator will post the notice of final judgment on its website. *Id.* This manner of giving notice satisfies California Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching Settlement Class Members.

E. THE COURT SHOULD SET A FINAL APPROVAL HEARING

Finally, this Court should set a hearing for final approval of the Settlement on a date appropriately scheduled to follow the deadline by which Settlement Class Members must file objections to the Settlement or opt-out. *See* California Rule of Court 3.769.

1 **IV. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily approve the
3 proposed Settlement, provisionally certify the Settlement Class, and enter the Proposed Order Granting
4 Preliminary Approval of Class Action Settlement submitted concurrently herewith.

5
6 Dated: February 21, 2024

Respectfully submitted,
LIDMAN LAW, APC

7
8 By:

9 
Milan Moore
Attorneys for Plaintiff
ANITA RAMIREZ