

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JOHN BICKFORD (SBN 280929)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DOUGLAS NGUYEN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

BRENNER-FIEDLER & ASSOCIATES, INC.,
a California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: CVRI2100690

Assigned for All Purposes to:
Honorable Craig Riemer
Department 1

CLASS ACTION

**PLAINTIFF'S SUPPLEMENTAL BRIEF
IN SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Supplemental Declaration of Proposed
Class Counsel (Douglas Han); Declaration
of Jodey Lawrence; and Amended
[Proposed] Order filed concurrently
herewith]*

[Reservation ID: 062264523031]

Hearing Date: August 4, 2022
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: February 11, 2021
FAC Filed: May 6, 2022
Trial Date: None Set

Plaintiff Douglas Nguyen (“Plaintiff”) provides this supplemental submission in response to the Court’s tentative ruling on Plaintiff’s Memorandum of Points and Authorities of Plaintiff’s Motion For An Order (1) Preliminary Approving The Class Action Settlement; (2) Approving Notice of Class Action Settlement; and (3) Setting Hearing For Final Approval (the “Motion”) originally scheduled for hearing on July 13, 2022. The Motion was continued to August 4, 2022 with instructions to address the issues outlined in the ruling.

The chart below lists each of the Court’s concerns from the tentative ruling and the revisions/submissions made to address each concern.

Ruling	Revisions/Submissions
(1) G.3.a.iv.: The plaintiff’s counsel has failed to state the estimated range of potential recovery by the class members. The Court would expect counsel to be able to estimate the total hours worked by all employees (219,360), the hours worked by the class member with the shortest employment during the class period, and the number of hours worked by the class member with the longest employment during that period. Is counsel unable to do so?	(Supplemental Declaration of Douglas Han In Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Supp. Han Decl.”), ¶ 8; Exhibit 3, § V.)
(2) G.3.d.ii.: The declaration of Eric Springer states the “fixed” fee is \$3,795.00, but plaintiff’s counsel states the “capped” fee is \$3,795.00. (Han decl., ¶ 21, fn. 1; Springer decl., ¶ 8 [describing the fee as both fixed and capped].) However, the issue is moot because,	(Supp. Han Decl., <i>supra</i> , at ¶ 9; Exhibit 2, ¶ 38.) (Supp. Han Decl., <i>supra</i> , at ¶ 9; Exhibit 3, <i>supra</i> , § IV.B.3.)

1	as discussed below, the Court declines to	
2	approve Simpluris.	
3	(3) The notice is internally inconsistent,	(Supp. Han Decl., <i>supra</i> , at ¶ 10; Exhibit 3,
4	referring to the same hearing by two different	<i>supra</i> , at §§ II, XI.)
5	names: “final fairness hearing” (part XI) and	
6	“final approval hearing” (part XII). That	
7	inconsistency must be resolved.	
8	(4) The notice is inconsistent with the order.	(Supp. Han Decl., <i>supra</i> , at ¶ 11; Exhibit 3,
9	The notice says that no notice will be given of	<i>supra</i> , at § XI.)
10	any continuance of the final hearing (part XI),	
11	but the order says that notice will be given to	Paragraph 18 of the Amended Proposed Order
12	objectors (¶ 18). That inconsistency must be	have been modified to state, “The Settlement
13	resolved.	Administrator will give notice to Class
14		Members of any continuance of the final
15		approval hearing by mail.”
16		
17		(Supp. Han Decl., <i>supra</i> , at ¶ 11.)
18	(5) G.3.k.i: The notice uses the term “non-	(Supp. Han Decl., <i>supra</i> , at ¶ 12; Exhibit 3,
19	exempt.” That term must either be omitted or	<i>supra</i> , at §§ II, III, VIII.)
20	defined. The notice uses the phrases “wage-	
21	and-hour” and “res judicata,” terms not likely	
22	to be understood by a layperson.	
23	(6) As the result of unsatisfactory experiences	(See Declaration of Jodey Lawrence on Behalf
24	with Simpluris in several cases, the Court will	of Phoenix Class Action Administration
25	no longer approve Simpluris as a settlement	Solutions In Support of Approval of Class
26	administrator. The parties shall select a	Action Settlement.)
27	different administrator, based on new	(Supp. Han Decl., <i>supra</i> , at ¶ 13; Exhibit 2,

1	competitive bids.	<i>supra</i> , at ¶ 30.)
2		
3		(Supp. Han Decl., <i>supra</i> , at ¶ 13; Exhibit 3,
4		<i>supra</i> , at §§ IX.B, XII, XIII.)
5		
6		Paragraph 9 of the Amended Proposed Order
7		has been modified to indicate Phoenix will
8		serve as the Settlement Administrator.
9		
10		(Supp. Han Decl., <i>supra</i> , at ¶ 13.)
11	(7) Paragraph 63 of the settlement agreement	(Supp. Han Decl., <i>supra</i> , at ¶ 14; Exhibit 2,
12	uses the term, “Notice Packet Settlement.”	<i>supra</i> , at ¶ 63.)
13	Unless deleted, that term must be defined or	
14	its meaning otherwise explained.	
15	(8) The notice refers to the first amended	(Supp. Han Decl., <i>supra</i> , at ¶ 15; Exhibit 3,
16	complaint, filed 5-6-22, as something that	<i>supra</i> , at § II.)
17	plaintiff will file in the future. (P. 2) That	
18	must be corrected. It is not clear why the	
19	allegations of the FAC are described	
20	separately from the allegations of the original	
21	complaint.	
22	(9) The Court will not approve the following	(Supp. Han Decl., <i>supra</i> , at ¶ 16; Exhibit 2,
23	portion of part VIII of the notice: “The res	<i>supra</i> , at ¶ 26.)
24	judicata effect of the Judgment will be the	
25	same as that of the Released Claims.” The	(Supp. Han Decl., <i>supra</i> , at ¶ 16; Exhibit 3,
26	court will not decide that an unknown claim	<i>supra</i> , at § VIII.)
27	by an unknown claimant is barred by the	

judgment in this case without affording that claimant an opportunity to be heard.

(10) In part XIII of the notice, “filing department” shall be changed to “clerk’s office.”

(Supp. Han Decl., *supra*, at ¶ 17; Exhibit 3, *supra*, at § XIII.)

(11) In the exclusion form, the checkbox and the words, “checking the box to the left, and” shall be omitted.

(Supp. Han Decl., *supra*, at ¶ 18; Exhibit 4, p. 2.)

(12) The parties are advised that the Court is unlikely to grant final approval to any settlement by which the attorney’s fees awarded exceed the NSA to be distributed to the class members.

(Supp. Han Decl., *supra*, at ¶ 19; Exhibit 2, *supra*, at ¶ 36.)

(Supp. Han Decl., *supra*, at ¶ 19; Exhibit 3, *supra*, at §§ IV.B.1., IV.C.)

Dated: July 28, 2022

JUSTICE LAW CORPORATION

By: 
Douglas Han
Attorneys for Plaintiff

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