

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JOHN BICKFORD (SBN 280929)
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 LOS ANGELES**

SERENA JONES, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

AMADA WELD TECH, INC. f/k/a AMADA
MIYACHI AMERICA, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 21STCV33989

Assigned for All Purposes to:
Honorable David S. Cunningham III
Department 11

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of Proposed Class
Representative (Serena Jones); Declaration of
Jodey Lawrence; and [Proposed] Order filed
concurrently herewith]

Hearing Date: October 19, 2022
Hearing Time: 11:00 a.m.
Hearing Place: Department 11

Complaint Filed: September 13, 2021
FAC Filed: June 23, 2022
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on October 19, 2022, at 11:00 a.m., or as soon as the
2 matter may be heard, before the Honorable David S. Cunningham III in Department 11 of the Los
3 Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California
4 90012 (Spring Street Courthouse), Plaintiff Serena Jones (“Plaintiff”) will and hereby moves for
5 an order:

- 6 • Granting Preliminary Approval of the proposed class action settlement described
7 herein and as set forth in the Parties’ Joint Stipulation and Settlement Agreement
8 (“Settlement” or “Settlement Agreement”), attached as **Exhibit 2** to the
9 Declaration of Douglas Han, including, and not limited to, the means of allocation
10 and distribution of funds, and the allocations for penalties under the California
11 Labor Code Private Attorneys General Act of 2004 (“PAGA”), the Attorney Fee
12 Award, the Cost Award, the Class Representative Enhancement Payment, and the
13 Administration Costs;
- 14 • Conditionally certifying the proposed Class for settlement purposes only;
- 15 • Appointing Plaintiff as the Class Representative;
- 16 • Appointing Justice Law Corporation as Class Counsel;
- 17 • Approving the proposed Notice of Class and Representative Action Settlement
18 (“Class Notice”) attached as **Exhibit A** to the Settlement Agreement;
- 19 • Approving the Election Not To Participate In (“Opt Out From”) Class Action
20 Settlement Form (“Exclusion Form”) attached as **Exhibit B** to the Settlement
21 Agreement;
- 22 • Directing the mailing of the proposed Class Notice and Exclusion Form
23 (collectively, known as the “Notice Packet”) with a postage-paid return envelope
24 to the proposed Class;
- 25 • Approving the proposed deadlines for the notice and settlement administration
26 process;
- 27 • Approving Phoenix Class Action Settlement Administrators (“Phoenix”) as the
28 Settlement Administrator; and

- Scheduling a hearing to consider whether to grant final approval of the Settlement Agreement, at which time the Court will also consider whether to grant final approval of the requests for the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, and the Administration Costs, and approval of the allocation for PAGA penalties.

This motion is based upon the following memorandum of points and authorities; the Declaration of Proposed Class Counsel (Douglas Han); the Declaration of the Proposed Class Representative (Serena Jones); the [Proposed] Order filed concurrently with this motion; the pleadings and other records on file with the Court in this matter; and such documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: September 19, 2022

JUSTICE LAW CORPORATION

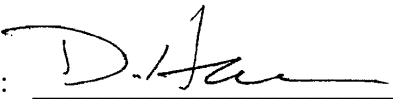
By: 
Douglas Han
Shunt Tatavos-Gharajeh
John Bickford
Attorneys for Plaintiff

TABLE OF CONTENTS

I.	INTRODUCTION	9
II.	BACKGROUND	9
III.	INVESTIGATION/ LITIGATION HISTORY	10
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	10
b.	The Parties Were Able to Reach an Agreement on Settlement of the Action	11
i.	The Parties Attended Mediation Which Ultimately Led to the Joint Stipulation and Settlement Agreement	11
ii.	The Settlement Was Reached as a Result of Arm's-Length Negotiations	11
iii.	The Settlement Is the Result of Thorough Investigation and Discovery .	12
c.	Terms of the Proposed Settlement	12
i.	Deductions from the Settlement.....	12
ii.	Calculation of the Class Members' Individual Settlement Shares and the Eligible Aggrieved Employees' Individual PAGA Payments	13
iii.	Notice to the Class	14
iv.	Distribution of Funds	14
vi.	Release of Claims	15
d.	Counsel for Both Parties Are Experienced in Similar Litigation	16
IV.	ARGUMENT	17
a.	Class Action Settlements Are Subject to Court Review	17
b.	The Proposed Settlement Is a Reasonable Compromise of Claims.....	17
i.	The Settlement Amount of \$801,427 Is Fair and Reasonable	18
ii.	The PAGA Payment of \$40,000 Is Reasonable.....	19
c.	Discount Analysis Justifies the Settlement	20
d.	Conditional Certification of the Class Is Appropriate	22
i.	The Proposed Class Is Ascertainable and Sufficiently Numerous.....	22
ii.	The Class Members Share a Well-defined Community of Interest	23
1.	Common Issues Predominate.....	23

2.	Plaintiff’s Claims Are Typical of the Class Claims.....	24
3.	Plaintiff Is Adequate to Represent the Class.....	24
4.	Class Action is Superior for the Fair and Efficient Adjudication of this Controversy	24
e.	The Settlement Is Fair, Reasonable, and Adequate	25
f.	Notice to Class Members Complies with California Rules of Court, Rule 3.769(f)	25
V.	CONCLUSION.....	26

TABLE OF AUTHORITIES

Cases

Aguilar v. Cintas Corp. No. 2

(2006) 144 Cal.App.4th 121 19

Amaro v. Anaheim Arena Management, LLC

(2021) 69 Cal.App.5th 521 16

Bartold v. Glendale Federal Bank

(2000) 81 Cal.App.4th 816 22

In re Beef Industry Antitrust Litigation

(5th Cir. 1979) 607 F.2d 167 17

Boyd v. Bechtel Corp.

(N.D.Cal. 1979) 485 F.Supp. 610 13

Brinker Restaurant Corporation v. Superior Court

(2012) 53 Cal.4th 1024 23

Capitol People First v. Department of Developmental Services

(2007) 155 Cal.App.4th 676 23

Carrington v. Starbucks Corp.

(2018) 30 Cal.App.5th 504 20

City of Detroit v. Grinnell Corporation

(2d Cir. 1974) 495 F.2d 448..... 21

Classen v. Weller

(1983) 145 Cal.App.3d 27 24

Dunbar v. Albertson's Inc.

(2006) 141 Cal.App.4th 1422 19

Dunk v. Ford Motor Co.

(1996) 48 Cal.App.4th 1794 16, 25

Espinoza v. Galardi South Enters.

(S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS..... 23

1	<i>Green v. Obledo</i>	
2	(1981) 29 Cal.3d 126	17
3	<i>Harris v. Superior Court</i>	
4	(2007) 154 Cal.App.4th 164	19
5	<i>Hicks v. Kaufman & Broad Home Corp.</i>	
6	(2001) 89 Cal.App.4th 908	22
7	<i>Hopson v. Hanesbrands Inc.</i>	
8	(N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009 U.S.Dist.LEXIS 33900	20
9	<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n</i>	
10	(1981) 452 U.S. 905.....	17
11	<i>Jones v. JGC Dallas LLC</i>	
12	(N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS	
13	185042.....	23
14	<i>Kullar v. Foot Locker Retail, Inc.</i>	
15	(2008) 168 Cal.App.4th 116	17, 18
16	<i>Linder v. Thrifty Oil Co.</i>	
17	(2000) 23 Cal.4th 429	22
18	<i>Linney v. Cellular Alaska Partnership</i>	
19	(9th Cir. 1998) F.3d 1234	21
20	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
21	(2010) 186 Cal.App.4th 399	17, 18
22	<i>Nordstrom Com. Cases</i>	
23	(2010) 186 Cal.App.4th 576	20
24	<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
25	(2004) 34 Cal.4th 319	19, 22, 23
26	<i>In re Tableware Antitrust Litig.</i>	
27	(N.D.Cal. 2007) 484 F.Supp.2d 1059	21
28	///	

1	<i>Thurman v. Bayshore Transit Mgmt.</i>	
2	(2012) 203 Cal.App.4th 1112.....	19
3	<i>Vasquez v. Superior Court</i>	
4	(1971) 4 Cal.3d 800	17
5	<i>Walsh v. IKON Solutions, Inc.</i>	
6	(2007) 148 Cal.App.4th 1440	19
7	<u>Rules</u>	
8	Federal Rule 23	17
9	Rule 3.769	17
10	Rule 3.769(f)	25
11	Rule 3.769(g)	17
12	<u>Statutes</u>	
13	Code of Civil Procedure § 382.....	22, 25
14	Code of Civil Procedure § 877.6.....	18
15	Labor Code § 201.....	19, 20
16	Labor Code § 202.....	19, 20
17	Labor Code § 203.....	19, 20
18	Labor Code § 204.....	19, 20
19	Labor Code § 218.5.....	19, 20
20	Labor Code § 221.....	19
21	Labor Code § 226(a)	19
22	Labor Code § 226.3.....	19, 20
23	Labor Code § 226.7.....	19, 20
24	Labor Code § 246(l).....	19
25	Labor Code § 510.....	19, 20
26	Labor Code § 512(a)	19, 20
27	Labor Code § 558.....	19
28	Labor Code § 1174(d).....	19

1	Labor Code § 1174.5.....	19
2	Labor Code § 1194.....	10, 19, 20
3	Labor Code § 1197.....	10, 19, 20
4	Labor Code § 1197.1.....	19, 20
5	Labor Code § 1198.....	19, 20
6	Labor Code § 2698.....	10, 18
7	Labor Code § 2800.....	10, 19, 20
8	Labor Code § 2802.....	10, 19, 20

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary \$801,427.00 proposed
3 wage-and-hour class action settlement by Plaintiff on behalf of herself and on behalf of all hourly-
4 paid or non-exempt employees employed by Defendant Amada Weld Tech, Inc. f/k/a Amada
5 Miyachi America, Inc. (“Defendant”) within the State of California during the Class Period
6 (“Class” and “Class Members”). The Class Period is the time period from March 5, 2017, to July
7 5, 2022 (“Class Period”). At the time of this filing, the number of Class Members provided by
8 Defendant is estimated to be one hundred thirty-four (134).

9 It is requested this Court grant preliminary approval, as, when analyzing the strengths and
10 vulnerabilities of the class claims alongside Defendant’s potential liability exposure, this
11 proposed settlement of \$801,427.00 – with an average Individual Settlement Share currently
12 estimated to be between \$3,253.19 and \$3,343.54 – is well within the range of reasonableness.
13 Class Counsel is convinced that the proposed Settlement is in the best interests of the Class
14 Members based on the negotiations and a detailed knowledge of the issues present in this action.

15 **II. BACKGROUND**

16 On September 13, 2021, Plaintiff, a former hourly-paid, non-exempt employee of
17 Defendant, filed a wage-and-hour class action lawsuit against Defendant in the Superior Court of
18 California, County of Los Angeles, entitled *Jones v. Amada Weld Tech, Inc. f/k/a Amada Miyachi*
19 *America, Inc.*, Case Number 21STCV33989. (Declaration of Douglas Han (“Han Dec.”), ¶ 10.)
20 Specifically, Plaintiff alleged eight (8) causes of action for violation of various sections of the
21 California Labor Code and California Business & Professions Code. (*Ibid.*)

22 Plaintiff and Defendant (the “Parties”) attended mediation on Plaintiff’s claims with
23 mediator Lynn Frank on April 5, 2022. (Han Dec., *supra*, at ¶ 11.) With the help of the mediator,
24 the Parties reached an agreement on settlement of the action. (*Ibid.*)

25 In line with the Parties’ decision to enter a settlement, on April 8, 2022, Plaintiff provided
26 written notice to the California Labor and Workforce Development Agency (“LWDA”) and
27 Defendant of the specific provisions of the Labor Code she contends were violated and the
28 theories supporting her contentions. (Han Dec., *supra*, at ¶ 12.)

Also in line with the Parties’ decision to enter a settlement, on June 23, 2022, Plaintiff filed a First Amended Complaint (“FAC”) in the Superior Court of California, County of Los Angeles, in the case entitled *Jones v. Amada Weld Tech, Inc. f/k/a Amada Miyachi America, Inc.*, Case Number 21STCV33989, adding a cause of action for violation of Labor Code section 2698, *et seq.* (PAGA) and adding additional theories of liability to the fourth cause of action for violation of Labor Code sections 1194 and 1197 and seventh cause of action for violation of Labor Code sections 2800 and 2802. (Han Dec., *supra*, at ¶ 14.)

III. INVESTIGATION/ LITIGATION HISTORY

a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions

After Plaintiff filed her wage-and-hour class action lawsuit, the Parties engaged in both formal and informal discovery. (Han Dec., *supra*, at ¶ 16.) Plaintiff propounded one (1) set of form interrogatories, one (1) set of special interrogatories, one (1) set of requests for admission, and one (1) set of requests for production of documents. (*Ibid.*) Thereafter, the Parties met and conferred and agreed to an informal exchange of information and to attend mediation. (*Ibid.*)

Both before and after the lawsuit was filed, the Parties conducted significant investigation and discovery of the relevant facts and law. (Han Dec., *supra*, at ¶ 17.) Specifically, Defendant produced its employee handbook, evidencing its wage-and-hour policies, practices, and procedures, a random sampling of time and pay records, and information and data relating to the size and scope of the Class and permitting Plaintiff to understand the number of workweeks and pay periods in the Class Period and PAGA Period, respectively. (*Ibid.*) Class Counsel also interviewed Class Members who worked for Defendant throughout the Class Period. (*Ibid.*)

Based upon the information provided by Defendant and interviews Class Counsel had with non-exempt employees, Plaintiff contends – and Defendant denies – that Defendant: (a) failed to provide employees with legally mandated rest and meal breaks; (b) failed to pay employees for all hours worked; (c) failed to properly calculate and pay overtime, sick pay, and premium wages; (d) failed to reimburse employees for necessary business expenses; (e) issued noncompliant wage statements; and (f) is liable for waiting time penalties. (Han Dec., *supra*, at ¶¶ 19-26.)

1 **b. The Parties Were Able to Reach an Agreement on Settlement of the Action**

2 **i. The Parties Attended Mediation Which Ultimately Led to the Joint**
3 **Stipulation and Settlement Agreement**

4 During the Parties' mediation on April 5, 2022, the Parties discussed the risks of continued
5 litigation, the likelihood of certification, and the merits of the Parties' claims and defenses versus
6 the benefits of settlement. (Han Dec., *supra*, at ¶ 28.) With the assistance of the mediator, the
7 Parties were able to reach an agreement on settlement, the terms of which were memorialized in
8 the Settlement Agreement that the Parties now seek Preliminary Approval of. (*Ibid.*; Exhibit 2.)

9 **ii. The Settlement Was Reached as a Result of Arm's-Length**
10 **Negotiations**

11 The Settlement Agreement was reached because of arm's-length negotiations. (Han Dec.,
12 *supra*, at ¶ 45.) Though cordial and professional, the settlement negotiations have always been
13 adversarial and non-collusive in nature. (*Ibid.*) At the mediation on April 5, 2022, both Parties'
14 counsel conducted extensive arm's-length settlement negotiations. (*Ibid.*) As a result, an
15 agreement was reached by all parties. (*Ibid.*)

16 Plaintiff and Class Counsel believe in the merits of the case but also recognize the expense
17 and length of additional proceedings necessary to continue the litigation against Defendant. (Han
18 Dec., *supra*, at ¶ 46.) Plaintiff and Class Counsel have also considered the uncertainty and risk of
19 further litigation, the potential outcome, and the difficulties and delays inherent in such litigation.
20 (*Ibid.*) Based on the foregoing, Plaintiff and Class Counsel believe the Settlement is a fair,
21 adequate, and reasonable settlement, and is in the Class Members' best interests. (*Ibid.*)

22 ///

23 ///

24 ///

1 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

2 The Parties thoroughly investigated and evaluated the factual strengths and weaknesses
3 of Plaintiff's claims and Defendant's defenses before reaching the proposed Settlement and
4 engaged in sufficient investigation, research, and discovery to support the Settlement. (Han Dec.,
5 *supra*, at ¶ 47.) The Settlement was only possible following significant investigation and
6 evaluation of Defendant's relevant policies and procedures and the data Defendant produced for
7 the putative class. (*Ibid.*) Furthermore, this case has also reached the stage where "the Parties
8 certainly have a clear view of the strengths and weaknesses of their cases" sufficient to support
9 the reasonableness, adequacy, and fairness of the Settlement. (*Ibid.*; *Boyd v. Bechtel Corp.*
10 (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

11 **c. Terms of the Proposed Settlement**

12 **i. Deductions from the Settlement**

13 The Parties have agreed (subject to and contingent upon the Court's approval) that this
14 action be settled and compromised for the non-reversionary total sum of \$801,427.00 ("Gross
15 Settlement Amount"), which includes, subject to Court approval: (a) the Attorney Fee Award to
16 Class Counsel in an amount not to exceed \$280,499.45 (35% of the Gross Settlement Amount);
17 (b) the Cost Award to Class Counsel in an amount currently estimated at \$15,643.19, but not to
18 exceed \$25,000.00;¹ (c) the Class Representative Enhancement Payment to Plaintiff in the amount
19 of \$10,000.00 for her service as the Class Representative; (d) Administration Costs to Phoenix,
20 the Settlement Administrator, in an amount currently estimated at \$7,250.00, but not to exceed
21 \$10,000.00; and (e) the PAGA Payment of \$40,000.00, seventy-five percent of which
22 (\$30,000.00) will be paid to the LWDA and twenty-five percent of which (\$10,000.00) will be
23 distributed to the Eligible Aggrieved Employees on a pro-rata basis. (Han Dec., *supra*, at ¶ 29.)

24 ¹ The final amount of actual litigation costs will be provided to the Court in conjunction
25 with Plaintiff's motion for final approval. (Han Dec., *supra*, at ¶ 30.) At that time, Plaintiff will
26 ask the Court to approve the amount of these costs. (*Ibid.*) If Plaintiff's actual litigation costs
27 exceed \$25,000.00, Plaintiff will only seek reimbursement in the amount of \$25,000.00. (*Ibid.*) If
28 the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee
Award and/or Cost Award, the difference shall become part of the Net Settlement Amount and
be available for distribution to all Class Members who do not submit a valid and timely request
to exclude themselves from the class action Settlement pursuant to the Settlement Agreement
("Participating Class Members"). (*Ibid.*)

1 **ii. Calculation of the Class Members’ Individual Settlement Shares and**
2 **Eligible Aggrieved Employees’ Individual PAGA Payments**

3 After all Court-approved deductions from the Gross Settlement Amount, it is estimated
4 that between \$435,927.55 and \$448,034.36 (“Net Settlement Amount”) will be distributed to
5 Class Members – with an average gross Individual Settlement Share estimated to be between
6 \$3,253.19 and \$3,343.54.² (Han Dec., *supra*, at ¶ 31.)

7 Each Participating Class Member’s Individual Settlement Share will be apportioned as
8 follows: twenty percent (20%) wages and eighty percent (80%) interest, penalties, and
9 reimbursements. (Han Dec., *supra*, at ¶ 32.) Each Eligible Aggrieved Employee’s Individual
10 PAGA Payment will be considered one hundred percent (100%) penalties and shall be subject to
11 all authorized and required withholdings other than the tax withholdings customarily made from
12 employees’ wages and shall be reported on IRS Forms 1099. (*Ibid.*) The Settlement Administrator
13 will calculate the amount of the Participating Class Members’ and Defendant’s portion of payroll
14 withholding taxes. (*Ibid.*) The Settlement Administrator will withhold the amount of the
15 Participating Class Members’ portion of normal payroll withholding taxes out of each person’s
16 Individual Settlement Share payment apportioned as wages. (*Ibid.*) The Settlement Administrator
17 will submit Defendant’s portion of payroll withholding tax calculation to Defendant for additional
18 funding and forward those amounts along with each person’s Individual Settlement Share
19 withholdings to the appropriate taxing authorities. (*Ibid.*) Defendant will pay its portion of
20 employer-side payroll taxes at the same time Defendant funds the entire Gross Settlement
21 Amount, in accordance with the requirements of Section III (I)(8)(a) of the Settlement Agreement.
22 (*Ibid.*)

23 The Settlement Administrator will pay each Participating Class Member the Participating
24 Class Member’s pro-rata share of the Net Settlement Amount. (Han Dec., *supra*, at ¶ 33.) Each
25 Participating Class Member’s Individual Settlement Share will be calculated according to the
26 formula listed in the Settlement Agreement. (*Ibid.*)

27 _____
28 ² \$435,927.55 (Net Settlement Amount) / 134 (Class Members) = \$3,253.19; \$448,034.36
(Net Settlement Amount) / 134 (Class Members) = \$3,343.54.

1 The Settlement Administrator will also pay each Eligible Aggrieved Employee the
2 Eligible Aggrieved Employee's pro-rata share of the PAGA Payment. (Han Dec., *supra*, at ¶ 34.)
3 Each Eligible Aggrieved Employee's Individual PAGA Payment will be calculated according to
4 the formula listed in the Settlement Agreement. (*Ibid.*)

5 **iii. Notice to the Class**

6 Within ten (10) calendar days after notice of entry of the Preliminary Approval Order,
7 Defendant shall deliver the Class Data to the Settlement Administrator. (Han Dec., *supra*, at ¶
8 36.) Within fourteen (14) calendar days after Defendant's deadline to provide the Class Data to
9 the Settlement Administrator, the Settlement Administrator will mail the Notice Packet, in both
10 English and Spanish, to all identified Class Members via first-class regular U.S. Mail. (*Id.* at ¶
11 37.) Class Members and Eligible Aggrieved Employees are not required to submit a claim form
12 to receive their Individual Settlement Shares and Individual PAGA Payments. (*Ibid.*)

13 **iv. Distribution of Funds**

14 If no objection to the Settlement is filed, then no later than 14 calendar days after the
15 Judgment is entered, Defendant shall deposit the entire Gross Settlement Amount of \$801,427.00,
16 as well as Defendant's share of employer-side payroll taxes, by wiring the funds to the Settlement
17 Administrator ("Fund the GSA"). (Han Dec., *supra*, at ¶ 38.) If no objection to the Settlement is
18 filed but an appeal is nonetheless filed before the period of filing an appeal to the Judgment has
19 elapsed, the Settlement Administrator shall revert the Gross Settlement Amount to Defendant in
20 its entirety. Defendant shall then Fund the GSA again no later than 14 calendar days after the
21 Effective Final Settlement Date. (*Ibid.*; Exhibit 2, *supra*, ¶ I (Q).) If an objection is filed but no
22 appeal is filed, Defendant shall Fund the GSA no later than 14 calendar days after the Effective
23 Final Settlement Date. (Han Dec., at ¶ 38; Exhibit 2, at ¶ I (Q).) If an objection is filed and an
24 appeal is filed, Defendant shall Fund the GSA no later than 14 calendar days after the Effective
25 Final Settlement Date. (Han Dec., at ¶ 38; Exhibit 2, at ¶ I (Q).) Within 28 calendar days after the
26 Effective Final Settlement Date, the Settlement Administrator shall calculate and disburse all
27 payments due under the Settlement Agreement. (Han Dec., at ¶ 39.) The Settlement Administrator
28 will not pay the Attorney Fee Award, Cost Award, and Class Representative Enhancement

1 Payment until after the Settlement Administrator has distributed the Individual Settlement Shares
2 and Individual PAGA Payments to the Class Members and Eligible Aggrieved Employees. (Han
3 Dec., at ¶ 39.)

4 Participating Class Members and Eligible Aggrieved Employees must cash or deposit
5 their Individual Settlement Share and Individual PAGA Payment checks within 180 calendar days
6 after the checks are mailed to them. (Han Dec., *supra*, at ¶ 40.) If any checks are not redeemed or
7 deposited within 90 calendar days after mailing, the Settlement Administrator will send a
8 reminder postcard. (*Ibid.*) If any checks remain uncashed or not deposited by the expiration of the
9 90-day period after mailing the reminder notice, the Settlement Administrator will, within 200
10 calendar days after the checks are initially mailed, pay the amount of the unclaimed sums to the
11 State Controller's Unclaimed Property Fund in the name of the Class Member. (*Ibid.*)

12 **v. Release of Claims**

13 As of the Effective Final Settlement Date, in exchange for the consideration set forth in
14 the Settlement Agreement, Plaintiff and the Participating Class Members release the Released
15 Parties from the Released Claims for the Class Period. (Han Dec., *supra*, at ¶ 41; Exhibit 2, *supra*,
16 at ¶¶ I (G), I (II), I (JJ), III (L).)

17 As of the Effective Final Settlement Date, the LWDA and each Eligible Aggrieved
18 Employee, including Plaintiff, individually and on behalf of their heirs, executors, administrators,
19 representatives, attorneys, successors and assigns are hereby voluntarily and knowingly barred
20 from bringing any action against the Released Parties for the PAGA Released Claims during the
21 PAGA Period. (Han Dec., *supra*, at ¶ 42; Exhibit 2, *supra*, at ¶¶ I (G), I (DD), I (JJ), III (M).) The
22 release of the PAGA Released Claims is effective, regardless of whether the Eligible Aggrieved
23 Employee submits a timely and valid request for exclusion. (Han Dec., at ¶ 42; Exhibit 2, at ¶¶ I
24 (DD), III (M).)

25 ///

26 ///

27 ///

1 As of the Effective Final Settlement Date, and in exchange for the Class Representative
2 Enhancement Payment to Plaintiff in an amount not to exceed \$10,000.00, in recognition of her
3 work and efforts in obtaining the benefits for the Class and undertaking the risk for the payment
4 of costs in the event this matter had not successfully resolved, Plaintiff hereby provides a general
5 release of claims for herself and her spouse, heirs, successors, and assigns. (Han Dec., *supra*, at ¶
6 43; Exhibit 2, *supra*, at ¶¶ I (G), III (N).)

7 The Released Parties means Amada Weld Tech, Inc., and its parents, predecessors,
8 successors, affiliated entities, subsidiaries, officers, directors, members, agents, employees,
9 insurers, and stockholders. (Han Dec., *supra*, at ¶ 44; Exhibit 2, *supra*, at ¶ I (JJ).)

10 With regard to class action releases, “[A] court may release not only those claims alleged
11 in the complaint and before the court, but also claims which ‘could have been alleged by reason
12 of or in connection with any matter or fact set forth or referred to in’ the complaint.”” (*Amaro v.*
13 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scopes of the releases
14 in this case are acceptable because they are limited to the scope of the allegations contained in the
15 Complaint and that will be contained in the First Amended Complaint. Moreover, the released
16 claims are ““based on *the identical factual predicate* as that underlying the claims in the settled
17 class action.”” (*Ibid.*) In other words, the released claims do not ““go beyond the scope of the
18 allegations in the operative complaint”” (*Ibid.*)

19 **d. Counsel for Both Parties Are Experienced in Similar Litigation**

20 Counsel for both Parties are particularly experienced in wage-and-hour employment law
21 and class actions. (Han Dec., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted
22 numerous cases on behalf of employees for Labor Code violations and, thus, are experienced and
23 qualified to evaluate the class claims, the advantages and disadvantages of settlement versus trial,
24 and the viability of the defenses. (*Ibid.*) Class Counsel’s experience also guided their
25 determination to endorse the proposed Settlement.³ (*Ibid.*)

26 ³ The final factor mentioned in *Dunk v. Motor Co.* (1996) 48 Cal.App.4th 1794 – the
27 number of objectors – is not determinable until the Notice Packet has been provided to the Class
28 Members, and they have had an opportunity to respond. This information will be provided to the
Court in conjunction with the Motion for Final Approval of Class Action Settlement.

1 **IV. ARGUMENT**

2 **a. Class Action Settlements Are Subject to Court Review**

3 California Rules of Court, rule 3.769 requires court approval for class action settlements.⁴
4 “Before final approval, the court must conduct an inquiry into the fairness of the proposed
5 settlement.” (Cal. Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for
6 preliminary approval of class settlements:

- 7 (a) A settlement or compromise of an entire class action, or a cause of action in
8 a class action, or as to a party, requires the approval of the court after
9 hearing.
10 . . .
11 (c) Any party to a settlement agreement may serve and file a written notice of
12 motion for preliminary approval of the settlement. The settlement
13 agreement and proposed notice to class members must be filed with the
14 motion, and the proposed order must be lodged with the motion.

13 Courts have discretion to approve settlements that are fair, not collusive, and consider “all the
14 normal perils of litigation as well as the additional uncertainties inherent in complex class
15 actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
16 *nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

17 **b. The Proposed Settlement Is a Reasonable Compromise of Claims**

18 An understanding of the amount in controversy is an important factor in whether the
19 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses
20 of the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008)
21 168 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010)
22 186 Cal.App.4th 399, 409.) The most important factor in this regard is “the strength of the case
23 for plaintiffs on the merits, balanced against the amount offered in settlement.” (*Kullar*, at p. 129;
24 see also *Munoz*, at p. 409.)

25 ///

26 _____
27 ⁴ The California Supreme Court has also authorized California’s trial courts to use Federal
28 Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, Plaintiff cites Federal Rule 23 and federal case law in addition to California law.

1 In weighing the strength of the plaintiff’s case, *Kullar* instructs that the court is not to
2 “decide the merits of the case or to substitute its evaluation of the most appropriate settlement for
3 that of the attorneys.” (*Kullar v. Foot Locker Retail, Inc., supra*, 168 Cal.App.4th at p. 133.)
4 Finally, *Kullar* does not require an explicit statement of the maximum amount the class could
5 recover if the plaintiff prevailed on all his claims, provided there is a record that allows “an
6 understanding of the amount that is in controversy and the realistic range of outcomes of the
7 litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, supra*, 186 Cal.App.4th at p.
8 409.) Put differently, “as the court does when it approves a settlement as in good faith under Code
9 of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is within
10 the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

11 **i. The Settlement Amount of \$801,427 Is Fair and Reasonable**

12 The proposed Settlement was only possible following significant investigation and
13 evaluation of Defendant’s relevant policies and procedures and the data Defendant produced for
14 the putative class, as referenced in Section III above, which permitted Class Counsel to engage in
15 a comprehensive analysis of liability and potential damages. (Han Dec., *supra*, at ¶ 47.)

16 This investigation and evaluation informed Plaintiff’s central theories of liability. (Han
17 Dec., *supra*, at ¶ 48.) Plaintiff’s claims are predicated on Defendant’s alleged: (a) failure to pay
18 overtime wages; (b) failure to provide compliant rest and meal breaks and pay applicable
19 premiums; (c) failure to pay minimum wages; (d) failure to timely pay wages; (e) failure to issue
20 compliant wage statements; (f) failure to reimburse business expenses; (g) violation of Labor
21 Code section 2698, *et seq.* (PAGA); and (h) violation of Business & Professions Code section
22 17200, *et seq.* (*Ibid.*) Defendant denies Plaintiff’s theories of liability. (*Id.* at ¶ 49.)

23 ///

24 ///

25 ///

1 Although Plaintiff believes the case is suitable for certification, which Defendant denies,
2 uncertainties with respect to certification are always present. (Han Dec., *supra*, at ¶ 50.) As the
3 California Supreme Court ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th
4 319, class certification is always a matter of the trial court's sound discretion. (*Ibid.*) Decisions
5 following *Sav-On Drug Stores, Inc.* have reached different conclusions concerning certification
6 of wage-and-hour claims.⁵ (*Ibid.*) These factors led Plaintiff to discount calculations of potential
7 damages.

8 **ii. The PAGA Payment of \$40,000 Is Reasonable**

9 The provisions of the Labor Code potentially triggering PAGA penalties in this case
10 include but are not limited to Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3,
11 226.7, 246(l), 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802. (Han
12 Dec., *supra*, at ¶ 61.) Defendant asserts that, regardless of the results of the underlying causes of
13 action, PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant
14 also maintains that, in addition to its strong arguments against the underlying claims, it had a
15 strong argument that it would be unjust to award maximum PAGA penalties given the law's
16 current unsettled state. (*Ibid.*; *Thurman v. Bayshore Transit Mgmt.* (2012) 203 Cal.App.4th 1112
17 [reducing penalties by 30% under this authority].) Defendant argued that without stacking and
18 limited to the initial violation, the PAGA penalties would be limited to **\$8,600.00** (86 employees
19 x \$100 initial violations) on the low end and **\$77,400.00** (86 employees x \$100 x 9 theories of
20 recovery) on the high end. (Han Dec., at ¶ 64.)

21 ///

22 ///

23 ///

24 _____
25 ⁵ (See, e.g., *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2*
(2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006)
141 Cal.App.4th 1422 [affirming denial of certification].)

1 Plaintiff also recognized the risk that any PAGA award could be significantly reduced.
2 (Han Decl., *supra*, at ¶ 66.) Many of the causes of action brought were duplicative of the statutory
3 claims such as violations of Labor Code sections 201, 202, 203, 204, 218.5, 226.3, 226.7, 510,
4 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802. (*Ibid.*) Thus, allocating \$40,000.00 to PAGA
5 civil penalties was reasonable based on a rate of **\$17.62** per pay period [$\$40,000.00 \div 2,270$ pay
6 periods in PAGA date range = **\$17.62**], given the fact that Defendant is also paying an additional
7 \$761,427.00 in the Settlement.⁶ (*Ibid.*) When PAGA penalties are negotiated in good faith and
8 “there is no indication that [the] amount was the result of self-interest at the expense of other
9 Class Members,” such amounts are generally considered reasonable.⁷ (*Ibid.*)

10 Considering Defendant’s defenses, its supporting evidence, and its position that the case
11 is not suitable for class treatment, the settlement of \$801,427.00 is reasonable, adequate, and fair.

12 **c. Discount Analysis Justifies the Settlement**

13 Excluding the civil penalties, which could be discretionary, for the reasons stated, the total
14 estimated potential exposure, assuming certification and prevailing at trial, would be about
15 **\$2,147,591.19** on the low end and **\$2,265,197.46** on the high end. (Han Dec., *supra*, at ¶ 67.)

16 ///

17 ///

18 ///

24 ⁶ (See *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529 [affirming a rate of
25 \$5 per violation and a total PAGA penalty of \$150,000 while the plaintiff requested a rate of \$25
26 to \$75 per violation and a total PAGA penalty of \$70,000,000].)

27 ⁷ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009
28 U.S.Dist.LEXIS 33900, at *24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576,
579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate
any damages to the PAGA claims”).)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$1,060,545.36	50%	40%	\$318,163.61
Meal Break Premiums	\$145,447.16	40%	25%	\$65,451.22
Overtime/Minimum Wage: Rounding	\$84,411.54	25%	40%	\$37,985.19
Overtime/Minimum Wage: Off-the-Clock Work	\$235,212.53 to \$352,818.80	50%	40%	\$70,563.76 to \$105,845.64
Overtime/Minimum Wage: Regular Rate	\$64,553.00	25%	40%	\$29,048.85
Unreimbursed Business Expenses	\$35,856.00	30%	50%	\$12,549.60
Wage Statement Penalty	\$219,300.00	25%	25%	\$123,356.25
Waiting Time Penalty	\$302,265.60	25%	25%	\$170,024.40
MAXIMUM TOTAL EXPOSURE	\$2,147,591.19 to \$2,265,197.46⁸			\$827,142.88 to \$862,424.76⁹

Based on this analysis, the realistic recovery for this case is **\$827,142.88** on the low end and **\$862,424.76** on the high end. (Han Dec., *supra*, at ¶ 76.) The Gross Settlement Amount of \$801,427.00 is about thirty-five percent (35.4%) of the maximum potential exposure and approximately ninety-three percent (92.9%) of the maximum realistic exposure at trial. (*Ibid.*)

The only question at preliminary approval is whether the settlement is within the range of possible approval. (*In re Tableware Antitrust Litig.* (N.D.Cal. 2007) 484 F.Supp.2d 1059, 1079.) “The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Ceullar Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators”). Nevertheless, this Settlement is in line with the realistic exposure had Plaintiff prevailed at trial and provides a

⁸ (Han Dec., *supra*, at ¶¶ 53-60.)

⁹ (*Id.* at ¶¶ 68-75.)

significant recovery for the Class Members.

d. Conditional Certification of the Class Is Appropriate

Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) California courts certify class actions where the plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

The proposed Class is ascertainable and numerous as to make it impracticable to join all Class Members, and there are common questions of law and fact that predominate over any questions affecting any individual Class Member. (Han Dec., *supra*, at ¶ 77.) Plaintiff contends that as a former hourly-paid, non-exempt employee of Defendant, her claims are typical of the claims of the Class, and Class Counsel will fairly and adequately protect the interests of the Class. (*Ibid.*) Also, Plaintiff asserts that the prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

i. The Proposed Class Is Ascertainable and Sufficiently Numerous

“Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

This case involves approximately 134 Class Members. (Han Dec., *supra*, at ¶ 78.) Thus, the Class is sufficiently numerous. (*Ibid.*)

///

///

///

1 **ii. The Class Members Share a Well-defined Community of Interest**

2 The community of interest requirement “embodies three factors: (1) predominant common
3 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
4 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
5 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
6 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
7 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692
8 (emphasis in original).) Rather, courts focus on the defendant’s internal policies and “pattern and
9 practice . . . in order to assess whether that common behavior toward similarly situated plaintiffs
10 renders class certification appropriate.” (*Ibid.*) The application of each of these factors is
11 discussed below.

12 **1. Common Issues Predominate**

13 The “common issues” requirement “involves analysis of whether the proponent’s ‘theory
14 of recovery’ is likely to prove compatible with class treatment.” (*Capitol People First v.*
15 *Department of Developmental Services, supra*, 155 Cal.App.4th at p. 690 (emphasis added).) In
16 other words, courts determine whether the elements necessary to establish liability are susceptible
17 to common proof, even if the class members must individually prove their damages. (*Brinker*
18 *Restaurant Corporation v. Superior Court* (2012) 53 Cal.4th 1024). These types of claims are
19 regularly granted class certification when the plaintiff can present evidence of common policies.
20 (See, e.g., *Jones v. JGC Dallas LLC* (N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-
21 O) 2012 U.S.Dist.LEXIS 185042 [certified collective action involving 190 dancers]; *Espinoza v.*
22 *Galardi South Enters.* (S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016
23 U.S.Dist.LEXIS [court certified class of dancers on state law claims].)

24 Plaintiff asserts that common issues of fact and law predominate as to each of the claims
25 alleged. (Han Dec., *supra*, at ¶ 79.) Plaintiff contends that all Class Members were subject to the
26 same or similar employment practices, policies, and procedures, described in detail above. (*Ibid.*)

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

Typical claims rely on legal theories and facts that are substantially like those of other class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.) Plaintiff is a former employee of Defendant and alleges she and the Class Members were employed by the same company and injured by Defendant's common policies and practices related to the claims described above. (Hanson Dec., *supra*, at ¶ 80.) Plaintiff seeks relief for these claims and derivative claims on behalf of all Class Members. (*Ibid.*) Thus, Plaintiff's claims arise from the same employment practices and are based on the same legal theories as those applicable to the Class. (*Ibid.*)

3. Plaintiff Is Adequate to Represent the Class

Plaintiff has proven to be an adequate class representative. (Han Dec., *supra*, at ¶ 81.) Plaintiff has conducted herself diligently and responsibly in representing the Class in this litigation, understands her fiduciary obligations, and has actively participated in the prosecution of this case. (*Ibid.*) Plaintiff has spent time in meetings and conferences with Class Counsel to provide Class Counsel with a complete understanding of her work environment and requirements. (*Ibid.*) Further, Plaintiff has no interest that is averse to the interests of the other Class Members. (*Ibid.*)

4. Class Action Is Superior for the Fair and Efficient Adjudication of this Controversy

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Plaintiff contends the joinder of all Class Members is impractical and that class treatment will permit many similarly situated persons to prosecute their common claims for settlement purposes simultaneously in a single forum without the duplication of effort and expense that numerous individual actions would necessitate. Because several Class Members are current employees, Plaintiff believes fear of retaliation further supports the superiority of class-wide relief as this fear often discourages current employees from seeking legal redress.

///

///

///

1 **e. The Settlement Is Fair, Reasonable, and Adequate**

2 In deciding whether to approve a proposed class action settlement under Code of Civil
3 Procedure section 382, the Court must find that a proposed settlement is “fair, adequate and
4 reasonable.” (*Dunk v. Ford Motor Co., supra*, 48 Cal.App.4th at p. 1801.) A proposed class action
5 settlement is presumed fair under the following circumstances: (1) the parties reached settlement
6 after arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel
7 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
8 percentage of objectors is small. (*Id.* at p. 1802.) All these elements are present here.

9 **f. Notice to Class Members Complies with California Rules of Court, Rule 3.769(f)**

10 California Rules of Court, rule 3.769(f), provides:

11 If the court has certified the action as a class action, notice of the final approval
12 hearing must be given to class members in the manner specified by the court. The
13 notice must contain an explanation of the proposed settlement and procedures for
14 class members to follow in filing written objections to it and in arranging to appear
at the settlement hearing and state any objections to the proposed settlement.

15 The proposed Notice Packet meets all these requirements. The proposed Notice Packet
16 advises the Class Members of their right to participate in the Settlement; how and when to object
17 to or request exclusion from the Settlement; and the date, time, and location of the final approval
18 hearing. (See Han Dec., *supra*; Exhibits A and B to Exhibit 2.)

19 ///

20 ///

21 ///

1 **V. CONCLUSION**

2 Plaintiff submits that the proposed Settlement is in the best interests of the Class, as it is
3 fair, adequate, and reasonable. Under the applicable class action criteria and guidelines, the
4 proposed Settlement should be preliminarily approved by the Court, the Class should be
5 conditionally certified for purposes of settlement only, and the Notice Packet should be approved.
6

7 Dated: September 19, 2022

JUSTICE LAW CORPORATION

8 
9 _____

Douglas Han
Shunt Tatavos-Gharajeh
John Bickford
Attorneys for Plaintiff

1 **PROOF OF SERVICE**
2 **1013A(3) CCP**

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101,
6 Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

7 On September 19, 2022, I served the foregoing document described as

8 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY**
9 **APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL**
10 **CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL**
11 **APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES**
12 **IN SUPPORT THEREOF**

13 for the following case: **Jones v. Amada Weld Tech, Inc f/k/a Amada Miyachi**
14 **America, Inc.**
15 LWDA/Court Case No.: **LWDA Case No.: CM- 877852-22**
16 **Court Case No.: 21STCV33989**
17 **Los Angeles County Superior Court**

18 on interested parties in this action by electronically submitting as follows:

19 State of California
20 Labor & Workforce Development Agency
21 800 Capitol Mall, MIC-55
22 Sacramento, California 95814

23 **[X] BY ELECTRONIC SUBMISSION**

24 Pursuant to California Senate Bill No. 836, I caused the documents described above to
25 be electronically submitted by and through the procedure stated on the website of the
26 State of California Labor and Workforce Development Agency.

27 **[X] STATE**

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

Executed on September 19, 2022, at Pasadena, California.



Anna Okada