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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANGEL RODRIGUEZ, individually, and on behalf of
other members of the general public similarly situated,

Plaintiff,

vs.

AMERICAN TEXTILE MAINTENANCE, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

LUCIO MENJIVAR, on behalf of himself and all
other aggrieved employees.

PLAINTIFF,

vs.

AMERICAN TEXTILE MAINTENANCE
COMPANY, a California corporation d/b/a
REUPUBLIC MASTER CHEFS TEXTILE RENTAL
SERVICES, and DOES 1 through 10, inclusive,

DEFENDANTS.

Case No. 22STCV17855 (Lead)
(Consolidated with Case No.
22STCV10611)

Honorable Elaine Lu
Department 9

**SUPPLEMENTAL BRIEF IN SUPPORT
OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 4, 2024
Time: 9:00 a.m.
Dept.: 9

Menjivar Action Filed: March 28, 2022
Rodriguez Action Filed: May 31, 2022
Rodriguez FAC Filed: August 4, 2022
Trial Date: Not Set

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1 Plaintiffs Angel Rodriguez and Lucio Menjivar (together, “Plaintiffs”) hereby submit the
2 following supplemental brief in support of Plaintiffs’ Motion for Preliminary Approval of Class Action
3 and PAGA Settlement (“Motion for Preliminary Approval”), in order to address the Court’s points of
4 inquiry in connection with the Motion for Preliminary Approval.

5 **I. INTRODUCTION**

6 On April 2, 2024, Plaintiffs and Defendant American Textile Maintenance Company doing
7 business as Republic Master Chefs (“Defendant”) (collectively, Plaintiffs and Defendant are referred
8 to as “Parties”) executed the Joint Stipulation of Class Action and PAGA Settlement (“Original
9 Agreement”). (Supplemental Declaration of Jonathan M. Genish in Support of Plaintiffs’ Motion for
10 Preliminary Approval of Class Action and PAGA Settlement [“Supplemental Declaration of Jonathan
11 M. Genish” or “Supp Genish Decl.”], ¶ 2).

12 On May 20, 2024, Plaintiffs filed the Motion for Preliminary Approval and supporting
13 documents seeking preliminary approval of the proposed settlement as set forth in the Original
14 Agreement. (*Id.*, ¶ 3).

15 On August 28, 2024, the Court entered a Motion for Preliminary Approval of Class Action
16 Settlement Checklist Order (“August 28, 2024 Checklist”) wherein the Court raised certain points of
17 inquiry regarding the settlement. (*Id.*, ¶ 4 & Exh. 1)

18 Based on the Court’s points of inquiry set forth in the August 28, 2024 Checklist, the Parties
19 negotiated and entered into the First Amended Joint Stipulation of Class Action and PAGA Settlement
20 (“Amended Settlement Agreement”). (*Id.*, ¶ 5 & Exh. 2). A redline version of the Amended
21 Settlement Agreement showing how the terms have been revised is attached as “Exhibit 3” to the
22 Supplemental Declaration of Jonathan M. Genish. (*Id.*, ¶ 5 & Exh. 3).

23 The Parties have also prepared a revised version of the proposed Notice of Class Action
24 Settlement (“Class Notice”), which is attached to the Amended Settlement Agreement as “Exhibit A.”
25 (*Id.*, ¶ 6). A redline version of the Class Notice showing how the terms have been revised is attached
26 as “Exhibit 4” to the Supplemental Declaration of Jonathan M. Genish. (*Id.*, ¶ 6 & Exh. 4).

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1 **II. PLAINTIFF MENJIVAR’S CONSENT TO FEE SHARING AGREEMENT**

2 The Court requested confirmation that Plaintiff Menjivar also consented to Class Counsel’s
3 fee sharing agreement. (August 28, 2024 Checklist, pg. 3-4).

4 Plaintiff Menjivar confirms that he has also consented to Class Counsel’s fee sharing
5 agreement. (Supplemental Declaration of Rana Nader in Support of Notice of Motion and Motion for
6 Preliminary Approval of Class Action and PAGA Settlement, ¶ 2; Amended Declaration of Plaintiff
7 Lucio Menjivar in Support of Notice of Motion and Motion for Preliminary Approval of Class Action
8 and PAGA Settlement, ¶ 10).

9 **III. ESCALATOR CLAUSE / CLASS PERIOD AND PAGA PERIOD**

10 The Court requested that the Parties must resolve the uncertainty of the Class Period and PAGA
11 Period end dates in light of the Escalator Clause. (August 28, 2024 Checklist, pg. 4). The Court also
12 requested that the Class Period and PAGA Period definitions be revised to state the specific end dates
13 for those periods. (Ibid).

14 The Escalator Clause provides that if it is determined by the Settlement Administrator that the
15 total number of Workweeks worked by the Class Members during the Class Period exceeds 110,000,
16 then Defendant shall, at its option, either (a) increase the Gross Settlement Amount on a *pro rata* basis
17 equal to the percentage increase in the number of Workweeks worked by the Class Members above
18 110,000 Workweeks; or (b) cap the Class Period and PAGA Period to the date that 110,000
19 Workweeks is reached but not exceeded. (Amended Settlement Agreement, ¶ 13).

20 Pursuant to the Court’s direction, the Parties’ counsel engaged the Settlement Administrator,
21 Apex Class Action LLC, to calculate the total number of Workweeks to determine whether the
22 Escalator Clause was triggered. (Declaration of Madely Nava Regarding Workweeks [“Nava Decl.”],
23 ¶ 3).

24 On September 16, 2024, counsel for Defendant provided the Settlement Administrator with
25 the “Class List.” (*Id.*, ¶ 4). The Class List contained the following information for each Class Member:
26 full name, last known mailing address, Social Security number, dates worked for Defendant during
27 the Class Period, and such other information as was necessary for the Settlement Administrator to
28 calculate the Workweeks. (Ibid).

1 The Settlement Administrator uploaded the Class List to its database and conducted a thorough
2 review of duplicates and potential inconsistencies. (Nava Decl., ¶ 5). After which, the Settlement
3 Administrator calculated the Workweeks. (Ibid). The Class List comprised 1,481 individuals who
4 worked a total of 109,614 Workweeks. (Ibid). Based on the Settlement Administrator’s calculations,
5 the Escalator Clause was not triggered. (Ibid). For that reason, the Class Period and PAGA Period
6 end dates did not need to be shortened since the Escalator Clause was not triggered.

7 As provided in the Original Agreement, it was agreed between the Parties that the end dates of
8 the Class Period and PAGA Period are ninety (90) calendar days after Plaintiffs executed the Original
9 Agreement (i.e., June 23, 2024). Accordingly, the Class Period and PAGA Period definitions have
10 been revised to specifically state June 23, 2024 as the end date of both periods. (Amended Settlement
11 Agreement, ¶¶ 6.f, 6.z, & Exh. A).

12 **IV. RELEASED PAGA CLAIMS**

13 The Court ordered that the PAGA release should specify that it pertains to the release of claims
14 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
15 Period facts stated in the Operative Complaints and Plaintiffs’ PAGA notices. (August 28, 2024
16 Checklist, pg. 5).

17 The definition of the Released PAGA Claims has been revised to specify Plaintiffs’ Operative
18 Complaints. (Amended Settlement Agreement, ¶ 6.ff).

19 **V. CLASS DATA**

20 The Court inquired into why the confidentiality provisions regarding the Class List are in the
21 best interest of the Class and whether they will impede Class Counsel’s ability to discharge their
22 fiduciary duties. (August 28, 2024 Checklist, pg. 5).

23 The confidentiality provisions of the Class List include the following: “The names, addresses,
24 telephone numbers, and Social Security numbers will only be disclosed to the Settlement
25 Administrator and not to Class Counsel. All information provided to the Settlement Administrator
26 will be marked CONFIDENTIAL. This information shall be kept confidential and shall not be
27 disclosed, either in writing or orally, by the Settlement Administrator. The Settlement Administrator
28 shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential

1 information. Such information must be stored in a secure fashion and all persons who access the data
2 must agree to keep it confidential.” (Amended Settlement Agreement, ¶ 23).

3 These confidentiality provisions are not against the best interests of the Class, nor do they
4 impede Class Counsel’s ability to discharge their fiduciary duties. As indicated in the Amended
5 Settlement Agreement, the Parties have mutually agreed that the Class will be deemed certified *only*
6 for settlement purposes. (*Id.*, ¶ 21.a). This is a standard term in class action settlements since
7 certification was not obtained via motion practice. As such, the relationship between the Class
8 Members and Class Counsel is not the same as it would be if the Class had been certified by motion.
9 Defendant also maintains concerns over the privacy rights of the Class Members. The Class Notice,
10 however, provides Class Members with Class Counsel’s contact information should they desire to
11 contact Class Counsel. (Class Notice, § 2).

12 Class Counsel’s fiduciary duties during the settlement process are to answer any questions a
13 Class Member may have, but conversely, not to initiate contact with Class Members or actively reach
14 out to them to advocate for their participation in the settlement or for any other purpose. Because the
15 Class Notice provides Class Members with information and guidance for contacting Class Counsel,
16 the fact that the Class List is not provided to Class Counsel does not negatively affect their ability to
17 carry out their fiduciary duties.

18 **VI. CLASS NOTICE PRESUMPTION**

19 The Court requested that the Parties remove the conclusive presumption that the Class Notice
20 has been received if not returned within thirty (30) calendar days of mailing. (August 28, 2024
21 Checklist, pg. 7).

22 Accordingly, the following language has been removed from the Amended Settlement
23 Agreement: “It will conclusively be presumed that if a Class Notice has not been returned within thirty
24 (30) calendar days of the mailing that the Class Member received the Class Notice.” (Amended
25 Settlement Agreement, ¶ 24.b).

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