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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 **ALBERT KNAPP and ELHAM**
12 **TABIBIAN**, individually and on behalf of all
others similarly situated,

13 Plaintiffs,

14 v.

15 **PEPPERDINE UNIVERSITY**, a California
16 Non-Profit Corporation,

17
18 Defendant.

Case No. 22SCTV16736

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 20, 2023

Time: 9:00 a.m.

Dept.: 17, Hon. Maren Nelson

Complaint Filed: May 20, 2022

FAC Filed: September 7, 2022

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1 **I. INTRODUCTION**

2 Plaintiffs Albert Knapp and Elham Tabibian seek preliminary approval of a non-reversionary
3 \$407,000 settlement with Pepperdine University (“Defendant” or “Pepperdine”) on behalf of
4 approximately 1,457 adjunct instructors who worked remotely for Pepperdine in California
5 (“Settlement Class Members” or “SCMs”) from May 18, 2018 through to the date of preliminary
6 approval (“Class Period”). The Settlement Agreement is attached as **Exhibit 1** to the Proposed Order,
7 filed herewith.

8 This Settlement was reached after a full-day mediation with experienced mediator Lisa
9 Klerman and was preceded by an exchange of informal discovery and class data as well as Plaintiffs’
10 counsel’s investigation. The Gross Settlement represents 61% of Defendant’s realistic exposure on
11 Plaintiffs’ unreimbursed expense claims (excluding PAGA) which is an excellent result in light of
12 the many risks posed by continued litigation, and the fact that Pepperdine already paid out \$203,160
13 in reimbursements. If approved, the Settlement will provide SCMs with a gross share of \$279.34 and
14 net share is \$126.66, and an estimated high payment of \$457.08. Declaration of Julian Hammond In
15 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, filed herewith, ¶
16 18.

17 The Settlement avoids all these risks associated with further litigation, and SCMs will obtain
18 a substantial recovery now without the risks and lengthy delays that further litigation would entail.
19 As shown below, the terms of the Settlement are fair and reasonable and satisfy the criteria for judicial
20 approval. Accordingly, the Court should grant preliminary approval, approve the proposed Notice,
21 and set a date for final approval.

22 **II. OVERVIEW OF THE SETTLEMENT**

23 The Settlement resolves all claims of Plaintiffs and the putative Class that were alleged in the
24 First Amended Complaint. The key terms are:

25 1. Gross Settlement Amount (“GSA”) – Pepperdine will pay a non-reversionary sum of
26 \$407,000. SA § 1.22.

27 2. Class Definition and Class Period – The Class is defined as “all adjunct instructors
28 who worked remotely for Defendant in California during the Class Period.” SA § 1.5. The Class
Period is “from May 20, 2018 through the date of Preliminary Approval.” SA § 1.12.

3. Attorneys’ Fees, Costs, and Service Awards – Class Counsel will seek attorneys’ fees
of up to thirty-five percent (35%) of the \$407,000 GSA (i.e., \$142,450), out-of-pocket litigation
expenses of up to \$20,000, and Class Representative Service Payment of \$7,500 for each Plaintiff
(for a total of \$15,000). SA § 3.2.

1 4. PAGA Penalties –The Settlement allocates \$25,000 to the PAGA claim, which will
2 be paid 75% to the LWDA and 25% to Aggrieved Employees who worked during the PAGA Period
3 (defined as May 20, 2021 to preliminary approval). Aggrieved Employees will all receive a share of
4 the PAGA Penalties even if he or she opts out of the class. SA § 3.2.7.

5 5. Settlement Administration Costs are up to \$20,000. SA § 3.2.3. The Parties selected
6 Simpluris, Inc., a very experienced settlement Administrator. SA § 1.2; See Declaration of Simpluris,
7 filed herewith.

8 6. Net Settlement Amount (“NSA”) will total approximately \$184,550. From this
9 amount, each SCM will receive payment based on the number of pay periods worked during the Class
10 Period. SA § 3.2.4. SCMs will automatically receive their share of the NSA unless he or she opts
11 out. SA § 7.5.3.

12 7. Class Notice – Within 15 days of preliminary approval, Defendant will provide the
13 Class Data to the settlement Administrator. SA § 4.2. Within 14 days after receiving the Class Data,
14 Simpluris will update Settlement Class Members’ address, and will mail each a Class Notice in the
15 form attached to the Settlement Agreement as **Exhibit A**. SA § 7.4.2. For all returned Notices,
16 Simpluris will use skip tracing to update addresses and initiate a second mailing. SA § 7.4.3.

17 8. Opting Out or Objecting – SCMs who wish to opt out or object may do so by mail, e-
18 mail or fax, within 45 calendar days of the date the Notices are mailed out. SA §§ 1.43, 1.44, 7.5.1.

19 9. Tax Consequences of Settlement Payments –Settlement payments will be treated as
20 non-wage income and reported on 1099 Forms. SA § 3.2.5, 3.2.7.2.

21 10. Uncashed Checks – Settlement checks not cashed by the deadline will be voided and
22 funds will be tendered to Bet Tzedek as *cy pres* recipient under Cal. Code of Civ. Proc. § 384. SA
23 §§ 4.4.1, 4.4.3. Bet Tzedek is a non-profit organization that provides free legal services to people
24 living in poverty and for communities victimized by discrimination and civil rights abuses. Hammond
25 Decl. ¶ 31. Neither Plaintiffs nor their Counsel have any relationship with, or interest in, the proposed
26 *cy pres*. Id. ¶ 32; Plaintiffs’ Declaration, filed herewith. This proposed *cy pres* recipient is
27 appropriate.

28 11. Scope of Release and Final Judgment – Participating Settlement Class Members will
release Defendant from all claims that were alleged, or could have been alleged, in the First Amended
Complaint. SA § 5.1. Aggrieved Employees will release Defendant from claims for PAGA Penalties,
that were alleged, or could have been alleged in the May 20, 2022 PAGA Notice and in the First
Amended Complaint. SA § 5.2. The Named Plaintiffs will also enter into a general release. SA § 5.3.

1 **III. OVERVIEW OF THE LITIGATION**

2 **A. Pleadings**

3 Plaintiffs filed this action on May 20, 2022, asserting claims for Pepperdine’s alleged failure
4 to fully reimburse its adjunct instructors for business expenses associated with working remotely
5 from home in violation of Labor Code § 2802. Hammond Decl. ¶ 8-9. On September 7, 2022,
6 Plaintiffs filed an Amended Complaint adding a claim for PAGA penalties. Id. ¶ 9. In its Answer,
7 Pepperdine made a general denial and raised thirty-four affirmative defenses, including that remote
8 work “expenses were either not required and/or necessary” and that any expenses incurred were a
9 result of SCMs’ own voluntary choices. Id. ¶ 10.

10 **B. Informal Discovery, Investigation and Mediation**

11 After the action was filed, the Parties agreed to mediate and exchange informal discovery.
12 Hammond Decl. ¶ 11. Defendant produced highly relevant data including the class size; months
13 worked by the Class; amount reimbursed to SCMs for remote work expenses during the Class Period
14 pursuant to Defendant’s expense reimbursement policies; and documents including communications
15 with faculty members regarding the shift to remote work in March 2020 and the campus reopening
16 in August 2021, documents related to campus accessibility during the COVID-19 shutdown; and
17 reimbursement policies applicable to Settlement Class Members including Defendant’s Covid-19
18 technology stipend policy. Id. Plaintiffs’ counsel also engaged in their own investigation and gathered
19 relevant publicly available information from Defendant’s website, and reviewed documents provided
20 by Plaintiffs. Id.

21 On January 10, 2023, the Parties attended a full-day mediation with Lisa Klerman, an
22 experienced mediator. Hammond Decl. ¶ 12. Prior to the mediation, the parties exchanged detailed
23 mediation briefs supported by evidence, and presenting a calculation of damages for the underlying
24 claims if the case were to be certified as a class action and go to trial. Id. At the end of mediation,
25 Ms. Klerman made a mediator’s proposal, which was accepted by the Parties, and is memorialized in
26 the Settlement Agreement now presented to the Court for approval. Id. ¶ 13.

27 **IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS MERITED**

28 When a negotiated class action settlement is reached prior to certification, the Court may
approve certification of a provisional settlement class. Cal. Rules of Court, Rule 3.769(d). A class
is certifiable if (1) it is ascertainable and sufficiently numerous; (2) there is a well-defined community
of interest; and (3) a class action would be a superior method of adjudication. *See Brinker Rest. Corp.*
v. Super. Ct., 53 Cal. 4th 1004, 1021 (2012).

1 **A. The Class Is Ascertainable and Sufficiently Numerous**

2 Whether a class is ascertainable is determined by examining the class definition, the size of
3 the class, and the means available for identifying SCMs. *See Reyes v. Bd. of Supervisors*, 196 Cal.
4 App. 3d 1263, 1271 (1987). SCMs are “ascertainable” because they may be readily identified from
5 Pepperdine’s records. *See Noel v. Thrifty Payless, Inc.*, 7 Cal. 5th 955, 986 n.15 (2019). The Class
6 is sufficiently numerous because it has approximately 1,457 members. Hammond Decl. ¶ 11.

7 **B. A “Community of Interest” Exists Among SCMs**

8 The “community of interest” requirement has three factors: (1) common questions of law or
9 fact that predominate; (2) class representatives with typical claims; and (3) class representatives who
10 can adequately represent the class. *Fireside Bank v. Super. Ct.*, 40 Cal. 4th 1069, 1089 (2007)

11 **1. Common Questions of Law and Fact Predominate**

12 The ultimate question of predominance is whether “the issues which may be jointly tried,
13 when compared with those requiring separate adjudication, are so numerous or substantial that the
14 maintenance of a class action would be advantageous to the judicial process and to the litigants.”
15 *Brinker*, 53 Cal. 4th at 1021 (citations omitted). Whether common questions predominate depends
16 on whether Plaintiffs’ theory of recovery is “as an analytic matter, likely to prove amenable to class
17 treatment.” *Id.* (citation omitted). If liability can be determined by common facts, the need to
18 individually prove damages does not prevent certification. *Id.* at 1022.

19 Plaintiffs contend that common questions of law and fact predominate. SCMs performed their
20 work remotely either because they were assigned online courses or as a result of the Covid-19 campus
21 closure. Hammond Decl. ¶ 9. Whether Pepperdine’s alleged failure to reimburse SCMs for other
22 remote-work expenses violated Labor Code § 2802 is a common legal question. *Id.* ¶ 15. Common
23 factual questions include whether SCMs performed work duties remotely during the Class Period,
24 and whether SCMs reasonably incurred remote work expenses in carrying out their job duties for
25 Defendant. *Id.* ¶ 15-16.

26 **2. Plaintiffs’ Claims Are Typical**

27 Plaintiffs’ claims are typical because, like the Class, they were adjunct professors who taught
28 remotely and incurred out-of-pocket expenses. Hammond Decl. ¶ 9. *Seastrom v. Neways, Inc.*, 149
29 Cal. App. 4th 1496, 1502 (2007). Plaintiffs were subject to the same alleged unlawful practice by
30 Defendant as alleged by the rest of the Class, and seek the same relief as the Class. *Id.*

31 **3. Plaintiffs and their Attorneys Will Adequately Represent the Class**

32 “Adequacy of representation depends on whether the Plaintiff’s attorney is qualified to
33 conduct the proposed litigation and the Plaintiff’s interests are not antagonistic to the interests of the

1 class.”” *Caro v. Procter & Gamble Co.*, 18 Cal. App. 4th 644, 669 n.21 (1993) (citations omitted).
2 Class Counsel has extensive class action litigation experience. Hammond Decl. ¶¶ 6-7. Plaintiffs’
3 Counsel has experience representing adjuncts in California and have been class or co-class counsel
4 in 28 wage and hour class actions over the past seven years. Hammond Decl. ¶ 7. Plaintiffs have
5 undertaken to represent the Class and they have no conflict with the Class. *See* Declarations of Named
6 Plaintiffs, filed herewith.

7 **C. A Class Action Is a Superior Method of Adjudication**

8 Plaintiffs’ claims rely on common evidence, including Plaintiffs’ contention that all adjunct
9 instructors were required to pay out of pocket for home office expenses in order to carry out their
10 duties for Pepperdine, and that Pepperdine’s reimbursement policies failed to provide sufficient
11 reimbursements. Hammond Decl. ¶ 9. It would be inefficient to resolve these claims at separate trials.
12 *Bufil v. Dollar Fin. Grp., Inc.*, 162 Cal. App. 4th 1193, 1208 (2008). Thus, a class action is the
13 superior method of adjudication.

14 **V. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

15 **A. The Two-Step Settlement Approval Process**

16 Court approval of a class settlement is a two-step process: first, a preliminary review of the
17 reasonableness of the settlement, and second, after notice has been distributed to the Class, a final
18 approval analysis taking into account the Class’s response. *See* Cal. Rule of Court, Rule 3.769; *Dunk*
19 *v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1800-01 (1996).

20 **B. The Settlement is Fair and Reasonable**

21 In analyzing whether a settlement is fair and reasonable, courts consider a number of factors:
22 (1) the strength of Plaintiff’s case balanced against the settlement amount; (2) the risk, expense,
23 complexity, and likely duration of further litigation and the risk of maintaining class action status
24 through trial; (3) the extent of discovery completed and stage of the proceedings; (4) the experience
25 and views of counsel; and (5) the reaction of the Class to the proposed settlement. *Kullar v. Foot*
26 *Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128, 130 (2008). At preliminary approval, courts generally
27 approve the sending of notice if the settlement appears to be within the range of acceptable
28 settlements. *See N. Cty. Contractor’s Ass’n v. Touchstone Ins. Servs.*, 27 Cal. App. 4th 1085, 1089-
90 (1994).

A settlement is “presumed to be fair” when (1) it “is reached through arm’s-length bargaining;
(2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Chavez v.*
Netflix, Inc., 162 Cal. App. 4th 43, 52 (2008) (citation omitted).

1 **1. The Gross Settlement Is Reasonable Compared to the Potential Recovery**

2 Plaintiff calculated Defendant’s maximum exposure (including interest but excluding PAGA)
3 as \$1,862,412. Hammond. Decl. ¶ 14. Plaintiffs then applied discounts to account for Defendant’s
4 contentions that Plaintiffs would be unable to certify a class or would lose on the merits.

5 As to class certification, Defendant contended that it had no common policy requiring SCMs
6 to work remotely, or incur any remote work expenses. Defendant contended that SCMs had access
7 to Pepperdine’s campus throughout the Class Period (including during COVID-19 shutdown), and if
8 a SCM worked remotely, that was entirely their own choice. Defendant contended that, as a result,
9 individualized issues would predominate, including whether SCMs were required to work remotely,
10 and if so, whether the remote work expenses they incurred were “necessary.” Plaintiffs applied a
40% discount for the risk that they would be unable to certify their claim, which reduced Defendant’s
liability to \$1,117,447. Hammond. Decl. ¶ 15.

11 As to the merits, Defendant contended that many SCMs were assigned to teach on-campus
12 courses, and would have incurred little or no remote work expenses. Defendant further contended
13 that a fact-finder would find that Plaintiffs’ estimate of \$70 per month was far more than the
14 “reasonable percentage” of expenses incurred by any SCM, considering that SCMs were all part-
15 time employees who worked, on average, only 12 to 16 hours per week for Defendant. Finally,
16 Defendant contended that it had written policies pursuant to which SCMs could seek and receive
17 reimbursement for remote work expenses they incurred, and in fact reimbursed SCMs over \$200,000
18 during the Class Period. Plaintiffs applied a further 40% discount for the risks of losing on the merits,
which reduced Defendant’s liability to \$670,468. Hammond. Decl. ¶ 16.

19 The \$407,000 Settlement represents 22% of Defendant’s maximum exposure and 61% of its
20 realistic exposure. Hammond Decl. ¶ 17. The gross share per Settlement Class Member is \$279.34
21 and the net share is \$126.66. Id. ¶ 18. A Settlement Class Member who worked for the entire 5-year
22 Class Period will receive \$457.08. Id. Given the risk posed on the merits and certification, and the
23 fact that Pepperdine already paid out \$203,160 in expense reimbursements, Plaintiffs view the
24 outcome as an excellent result for the Class. Id. This Settlement provides an efficient resolution of
25 this dispute, and SCMs will obtain a substantial recovery now without the risks and lengthy delays
that further litigation would entail. Id. ¶ 19.

26 **2. The PAGA Allocation is Fair and Adequate:**

27 Plaintiffs calculated Defendant’s maximum liability for PAGA Penalties, using \$100 per pay
28 period (because Defendant never received notice from the Labor Commissioner or the Court so there
are arguably no “subsequent” violations) as \$2,260,200. *Bernstein v. Virgin Am., Inc.*, Nos. 19-

1 15382, 20-15186, 2021 U.S. App. LEXIS 6641, *35-36 (9th Cir. Mar. 8, 2021) (holding that
2 “subsequent” violations for purposes of PAGA do not occur until employer has been notified that it
3 is violating a Labor Code provision). Hammond Decl. ¶ 20. The \$25,000 allocated to PAGA penalties
4 represents 1.1% of Defendant’s exposure to PAGA penalties, which is comparable to PAGA
5 allocations in similar cases that received final approval from California Superior Courts. Hammond
6 Decl. ¶ 21. This allocation is fair and reasonable for several reasons.

7 First, the overall settlement resulted in significant relief, which is what courts look at when
8 assessing amount attributed to PAGA penalties. *O’Connor v. Uber Techs., Inc.*, No. 201 F. Supp.
9 3d 1110, 1134 (N.D. Cal. Aug. 18, 2016) (where settlement for the class claims is robust, the purpose
10 of PAGA may be fulfilled because by providing fair compensation to Settlement Class Members, the
11 settlement has a deterrent effect on defendant and other employers, thus fulfilling the purpose of
12 PAGA). Hammond Decl. ¶ 22.

13 Second, the Court could reduce any award of PAGA penalties as “unjust, arbitrary and
14 oppressive, or confiscatory” under Labor Code § 2699(e)(2) especially because the maximum PAGA
15 penalties (\$2,260,200) are almost \$400,000 more than the maximum value of Plaintiffs’
16 unreimbursed expense claims (\$1,862,411). Hammond Decl. ¶ 23.

17 Third, in order to recover any PAGA penalties, Plaintiffs would be required at trial to prove
18 that each employee suffered a violation for each pay period the employee worked, which would be
19 difficult in light of Defendant’s contentions discussed above, including its contention that many
20 SCMs would have incurred no remote work expenses at all, and SCMs who did incur expenses could
21 have sought reimbursement from Defendant. Id. ¶ 24.

22 Fourth, although class certification requirements do not apply to PAGA claims, “such claims
23 can be stricken if they are found to be ‘unmanageable,’” and because only SCMs who actually
24 incurred unreimbursed expenses during a particular pay period could recover PAGA penalties for
25 those violations, Defendant could have disputed that there is a manageable way to determine who
26 was entitled to such penalties. *See, e.g., Raphael v. Tesoro Ref & Mktg. Co.*, No. 2:15-cv-02862-
27 ODW, 2015 U.S. Dist. LEXIS 130532, at *5 (C.D. Cal. Sept. 25, 2015). Hammond Decl. ¶ 25.

28
29 **3. The Risk, Expense, Complexity, and Likely Duration of Further**
30 **Litigation Support the Reasonableness of the Settlement**

31 Absent a settlement, the case could take years to resolve, as Plaintiffs’ Counsel know from
32 litigating similar wage and hour cases. Hammond Decl. ¶ 19. If litigation were to proceed, Plaintiffs
33 would face a serious risk posed by Defendant’s affirmative defenses, including arguments that class
34 certification was not appropriate, and that Plaintiffs would lose on the merits, as further outlined

1 above and in Plaintiffs' counsel's declaration, submitted herewith. Hammond Decl. ¶¶ 15-18. Even
2 if this matter proceeded to trial, voluminous evidence would be needed to prove damages; expert
3 testimony and expert discovery could be required to prove the damage calculations; and trial would
4 be complex given the number of employees involved. Regardless of which side prevailed, an appeal
5 would be likely, creating additional delay and uncertainty for the employees' receipt of any recovery.
6 This Settlement provides an efficient resolution of this dispute, and SCMs will obtain a substantial
7 recovery now without the risks and lengthy delays that further litigation would entail. Id. ¶ 19.

8 **4. The Settlement Is the Product of Informed, Non-Collusive Negotiations**

9 The Settlement is the result of arm's-length negotiations between the Parties, reached after a
10 mediation with an experienced mediator. Hammond Decl. ¶ 12-13. Plaintiffs engaged in significant
11 informal discovery, analyzing the data and documents provided by Defendant for mediation, locating
12 relevant publicly available information from Defendant's website, and reviewing documents
13 provided by Plaintiffs. Id. ¶ 11. Plaintiffs were well-informed about the strengths and weaknesses of
14 the Class claims, and well-positioned to conclude that this Settlement was an excellent outcome for
15 the Class.

16 **5. Views of Experienced Counsel Support the Settlement**

17 Class Counsel has extensive experience in class litigation, particularly on behalf of adjunct
18 instructors. Hammond Decl. ¶¶ 6-7. Class Counsel consider the Settlement an excellent result. The
19 average gross share per Settlement Class Member is \$279.34 and the net share is \$126.66. A
20 Settlement Class Member who worked for the entire 5-year Class Period will receive \$457.08. Id. ¶
21 18. These are excellent results in light of the many risks posed by continued litigation and the fact
22 that Pepperdine has already paid out \$203,160 in remote work reimbursement during the Class
23 Period. Id.

24 **C. The Proposed Class Notice Content and Procedure Are Adequate**

25 Constitutional due process requires that SCMs be provided with notice sufficient to give them
26 an opportunity to be heard. *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).
27 Proper notice must provide information to allow SCMs to make an informed decision to accept or
28 object to the settlement. *Id.*; *see also Wershba v. Apple Comput., Inc.*, 91 Cal. App. 4th 224, 251-52
(2001). Here, the proposed Notice provides: (1) the material terms of the Settlement, (2) the SCM's
anticipated Settlement share, (3) how to object or opt out, (4) how to obtain more information about
the claims, (5) the proposed fees and costs of Class Counsel and for settlement administration, (6)
the proposed service award to the Class Representative, and (7) the date and time of the final approval
hearing. *See Exhibit A* to the SA (Class Notice); *see also* Cal. Rules of Court, Rule 3.766.

1 The procedure for distribution of Notice has “a reasonable chance of reaching a substantial
2 percentage of the [SCMs].” *Cartt v. Super. Ct.*, 50 Cal. App. 3d 960, 974 (1975). The Notice will
3 be sent by first class mail to the most recent address of each SCM. SA §§ 10.1.1-10.1.3. If a Notice
4 is returned as undeliverable, Simpluris will use skip tracing and resend it if a new address is
identified. SA § 7.4.3. As such, the Notice is likely to reach most, if not all, SCMs.

5 **D. The Class Representative Service Awards Are Preliminarily Reasonable**

6 In conjunction with seeking final approval, Plaintiffs will move for approval of a Class
7 Representative Service Award of \$7,500 per Plaintiff, to recognize the time and effort they expended
8 for the Class, the reputational risk they took by filing this lawsuit, as well as the general release they
9 are giving Pepperdine. Hammond Decl. ¶ 26. The requested award falls well within the range of
10 incentive payments typically awarded to Class Representatives in similar class actions. *See, e.g.,*
11 *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1393 (2010) (affirming awards of
12 \$10,000). If preliminary approval is granted, Plaintiffs will provide declarations describing their
work on behalf of the Class in support of their requested service awards. Id. ¶ 26.

13 **E. The Requested Attorneys’ Fees and Costs Are Preliminarily Reasonable**

14 In addition, Plaintiff’s Counsel will request attorneys’ fees of not more than 35% of the GSA,
15 and reimbursement for out-of-pocket litigation costs and expenses incurred by Class Counsel up to
16 \$25,000. If the Court grants preliminary approval and authorizes the dissemination of notice of the
17 settlement to the class, Class Counsel anticipates filing a Motion for Attorneys’ Fees and Costs that
will be scheduled to be heard following the notice process. Hammond Decl. ¶ 30.

18 **VI. CONCLUSION**

19 The Settlement is within the range of acceptable settlements and provides substantial
20 monetary relief to the Class. Plaintiffs request that the Court conditionally certify the Class for
21 settlement purposes, preliminarily approve the Settlement, order that Notice be provided to the Class
22 as set forth in the proposed Order, and schedule a final approval hearing.

23 DATED: February 28, 2023

Respectfully submitted,

24
25 HAMMONDLAW P.C.

26 Julian Hammond

27 Attorneys for Plaintiffs and the Putative Class
28