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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

| | |
|---|---|
| PATRICE MORGAN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;<br><br>Plaintiff,<br><br>v.<br><br>ENRY JP CORPORATION, a California corporation; and DOES 1 through 100, inclusive,<br><br>Defendants. | Case No.: 23STCV00931<br><br>Honorable David S. Cunningham III<br>Department 11<br><br>**<u>CLASS ACTION</u>**<br><br>**PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**<br><br>[Declaration of Class Counsel (Vartan Madoyan); Declaration of Proposed Class Representative (Patrice Morgan); and [Proposed] Order filed concurrently herewith]<br><br>Date: November 12, 2024<br>Time: 9:00 a.m.<br>Department: 11<br><br>Complaint Filed: January 13, 2023<br>Trial Date: None Set |

**TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE** that on November 12, 2024 at 9:00 a.m., or as soon thereafter as the matter may be heard before the Honorable David S. Cunningham III in Department 11 of the Superior Court of California for the County of Los Angeles, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Patrice Morgan ("Plaintiff" or "Class Representative") will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Vartan Madoyan, including, but not limited to, the means of allocation and distribution of funds, including and not limited to, the allocations for penalties under the California Labor Code Private Attorneys General Act of 2004, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payment to Plaintiff, and Administration Expenses Payment to the Administrator;
- Conditionally certifying the Class for settlement purposes;
- Preliminarily appointing Plaintiff Patrice Morgan as Class Representative;
- Preliminarily appointing Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement ("Class Notice"), attached as "**EXHIBIT A**" to the [Proposed] Order Granting Preliminary Approval of Class Action Settlement Agreement;
- Directing the mailing of the Class Notice to the Class Members;
- Approving the proposed deadlines for the notice and settlement administration process;
- Approving CPT Group, Inc., as the Administrator; and
- Scheduling a hearing to consider whether to grant final approval of the Settlement, at which time the Court will also consider whether to grant final approval of the requests

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for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payment to Plaintiff, and Administration Expenses Payment to the Administrator

This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of Court, which require approval by the Court of a class action settlement and permit the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declarations of Proposed Class Counsel (Vartan Madoyan) and Proposed Class Representative (Patrice Morgan) in support thereof, the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: August 15, 2024

**LAWYERS *for* JUSTICE, PC**

By: Vartan S. Madoyan

Vartan Madoyan
*Attorneys for* Plaintiff

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# MEMORANDUM OF POINTS AND AUTHORITIES

## I. SUMMARY OF MOTION

Plaintiff Patrice Morgan ("Plaintiff" or "Class Representative") seeks preliminary approval of the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of the Class Members and the State of California with respect to the Aggrieved Employees, on the one hand, and Defendant Enry JP Corporation ("Defendant"), on the other hand. Subject to approval by the Court, Plaintiff and Defendant (collectively, the "Parties") have agreed to settle this lawsuit for a gross settlement amount of Nine Hundred Thousand Dollars ($900,000.00) ("Gross Settlement Amount").[1] The Gross Settlement Amount includes the following: (1) Individual Class Payments to Participating Class Members which will be distributed from the Net Settlement Amount[2]; (2) the Class Representative Service Payment of Twenty Thousand Dollars ($20,000) to Plaintiff Patrice Morgan[3]; (3) the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, consisting of attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount, or $315,000.00, and reimbursement of litigation costs and expenses not to exceed Twenty Five Thousand Dollars ($25,000)[4]; (4) the Administration Expenses Payment to the Administrator in the amount currently estimated not to exceed Twelve Thousand Dollars ($12,000);[5] (5) PAGA Penalties of Ninety Thousand Dollars ($90,000) allocated to penalties under the Private Attorneys General Act ("PAGA"), of which 75% (i.e., $67,500.00) will be distributed to the Labor and Workforce Development Agency ("LWDA") and 25% (i.e., $22,500.00) will be distributed to all current and former hourly-paid or non-exempt employees who are or were employed by Defendant in the State of California at any time during the PAGA Period ("Aggrieved Employees") on a *pro rata* basis, based on their PAGA Pay Periods.[6]

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[1] Settlement Agreement, attached as "**EXHIBIT 1**" to Declaration of Vartan Madoyan ("Madoyan Decl."), ¶¶ 1.22.
[2] *Id.*, ¶ 1.23.
[3] *Id.*, ¶ 3.2.1.
[4] *Id.*, ¶ 3.2.2.
[5] *Id.*, ¶ 3.2.3.
[6] *Id.*, ¶¶ 1.4 and 3.2.4.3. "PAGA Period" is defined as the period commencing on November 9, 2021 and ending on February 25, 2024. *See id.*, ¶ 1.31.

Plaintiff also seeks to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

> All current and former hourly-paid or non-exempt employees who are or were employed by Defendant in the State of California at any time during the Class Period ("Class").[7]

Based on information provided by Defendant prior to mediation, the Class is estimated to consist of (at that time) at least 695 individuals who worked a total of at least 18,365 workweeks, and it is estimated that there are at least 370 members of the PAGA Group who worked a total of at least 3,808 pay periods during the PAGA Period.[8]

Class Members who do not submit a valid and timely Request for Exclusion from the Settlement ("Participating Class Member") will receive a share of the Net Settlement Amount ("Individual Class Payment") on a *pro rata* basis based on the number of weeks during which a Class Member worked for Defendant for at least one day, during the Class Period ("Workweek").[9]

Each Aggrieved Employee will receive a share of the 25% of the PAGA Penalties ("Individual PAGA Payment") on a *pro rata* basis based the number of Pay Periods during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("PAGA Pay Period").[10]

The Settlement resolves the Released Claims of Plaintiff and Participating Class Members, and the PAGA claims included within the definition of Released Claims of Plaintiff, the State of California and the Aggrieved Employees, against the Released Parties.[11]

In order to efficiently present the Court with adequate information to determine whether to grant preliminary approval of the Settlement, Plaintiff also moves for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

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[7] *Id.*, ¶ 1.5. "Class Period" is defined as period from January 13, 2019 through and including February 25, 2024. See i*d.*, ¶ 1.12. "Class Member" or "Class Members" shall mean a member of the Class, as either a Participating Class Member or Non-Participating Class Member. See *id.*, ¶ 1.9.
[8] Madoyan Decl., ¶ 9.
[9] Settlement Agreement, ¶¶ 1.23, 1.35 and 1.43.
[10] *Id.*, ¶¶ 1.24 and 1.30.
[11] See *id.* at ¶ 5.2 for the full scope of the "Released Claims," and *id.* at ¶ 1.39, for the definition of the "Released Parties."



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## II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant is a franchise of Gyu-Kaku, a Japanese barbeque restaurant chain with over 70 locations across North America. Defendant is headquartered in Santa Ana, California and operates restaurants in Tustin, San Diego, and Cerritos, California. Plaintiff is a former employee of Defendant.

On November 9, 2022, Plaintiff provided written notice by online submission to the LWDA and by certified mail to Defendant of the specific provisions of the California Labor Code that were alleged to be violated (the "PAGA Notice").

On January 13, 2023, Plaintiff filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, et seq., in the Superior Court for the County of Los Angeles, thereby commencing the above-captioned lawsuit.

On April 12, 2023, Defendant filed an Answer to Plaintiff's Complaint.

On September 29, 2023, the Parties participated in a formal, full-day mediation conducted by Phyllis Cheng Esq, a well-regarded mediator experienced in mediating complex labor and employment matters. With the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

Plaintiff's core allegations are that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff, the Class Members, and the Aggrieved Employees of, *inter alia*, failing to pay all overtime, minimum, and regular wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages upon termination of employment, failing to pay wages due as agreed upon under statute or contract, failing to provide compliant wage statements, and failing to reimburse necessary business-related expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff contends that he, the Class Members,

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and the Aggrieved Employee are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

Defendant has denied, and continues to deny, any liability and wrongdoing of any kind associated with any of the allegations in the Action, and further denies that the Action is appropriate for class treatment or representative adjudication for any purpose other than for settlement purposes only.

## III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a gross settlement amount of Nine Hundred Thousand Dollars ($900,000.00) (i.e., the Gross Settlement Amount) to resolve the Released Class Claims of Plaintiff and the Class Members who does not submit a valid and timely Request for Exclusion from the Settlement (i.e., Participating Class Members) with respect to the Released Parties, and to resolve the PAGA claims included within the definition of Released Claims of Plaintiff, the State of California, and the Aggrieved Employees with respect to the Released Parties.[12] Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) attorneys' fees in an amount not to exceed Three Hundred Fifteen Thousand Dollars ($315,000.00) (i.e., up to 35% of the Gross Settlement Amount) and reimbursement of costs and expenses in an amount not to exceed Twenty Five Thousand Dollars ($25,000) to Class Counsel (collectively referred to as the "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment"); (2) Administration Expenses Payments, which are currently estimated not to exceed Twelve Thousand Dollars ($12,000) to the Administrator ("Administration Expenses Payment"); (3) PAGA Penalties of Ninety Thousand Dollars ($90,000.00), of which seventy-five percent (75%) (i.e., $67,500.00) will be distributed to the LWDA ("LWDA PAGA Payment") and twenty-five percent (25%) (i.e., $22,500.00) will be distributed to the Aggrieved Employees on a *pro rata* basis; and (4) payment in the amount of up to Twenty Thousand Dollars ($20,000.00) to Plaintiff Patrice Morgan ("Class Representative Service Payment").[13] The

[12] Settlement Agreement, ¶¶ 1.22 & 1.35.
[13] *Id.*, ¶ 1.22.; see also *id.*, ¶¶ 3.2.1, 3.2.2, 3.2.3 and 3.2.4.3.



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Parties have agreed to retain CPT Group, Inc., ("CPT" or "Administrator") to handle the notice and settlement administration process.

The Parties have agreed that the Administrator will determine each Participating Class Member's share of the available Net Settlement Amount (i.e., Individual Class Payment) by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.[14]

The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employee's 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.[15] Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.[16]

Each Individual Class Payment will be allocated as twenty percent (20%) wages (the "Wages Portion"), which will be reported on an IRS Form W-2; and the remaining eighty percent (80%) penalties and interest (the "Non-Wages Portion"), which will be reported on an IRS Form 1099.[17] Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.[18] Defendant's employer share of payroll taxes which Defendant will pay separately.[19]

The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided.[20] For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid

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[14] *Id.*, ¶ 3.2.4.
[15] *Id.*, ¶ 3.2.4.4.
[16] Ibid.
[17] Settlement Agreement, ¶ 3.2.4.1.
[18] Ibid.
[19] *Id.*, ¶ 1.22.
[20] *Id.*, ¶ 4.4.1.



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Foundation of Los Angelese in a manner consistent with California Code of Civil Procedure Section 384.[21]

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written request ("Request for Exclusion") no later than sixty (60) days after the Administrator mails the Class Notice ("Response Deadline") (plus an additional 14 days for Class Members whose Class Notice is re-mailed).[22] A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number.[23] Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date that the Response Deadline expired.[24]

Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.[25] Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under the Settlement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.[26] All Aggrieved Employees, including Non-Participating Class Members, are deemed to release the claims identified in the Agreement and are eligible for an Individual PAGA Payment regardless of whether they opt out of the Class Settlement.[27]

Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or

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[21] *Id.*, ¶ 4.4.3.
[22] *Id.*, ¶¶ 1.40, 1.41 and 7.5.1.
[23] Ibid.
[24] Settlement Agreement, ¶ 1.41.
[25] *Id.*, ¶ 7.5.4.
[26] *Id.*, ¶ 7.5.3.
[27]Settlement Agreement, ¶ 7.5.4.



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amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.[28] Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.[29] A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).[30]

Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.[31] The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail.[32]

## IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). California courts look to federal authority for guidance with class action settlements. *Dunk*, *supra*, 48 Cal.App.4th at 1801, fn.7 (citing *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821). The decision to approve or reject a proposed settlement is within the court's discretion. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 ("In general, questions whether a settlement was fair and reasonable, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion."). Accordingly, a court's decision to approve a class action settlement may be reversed only upon a strong showing of

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[28] *Id.*, ¶ 7.7.1.
[29] *Id.*, ¶ 7.7.2.
[30] Ibid.
[31] Settlement Agreement, ¶ 7.6.
[32] Ibid.



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"clear abuse of discretion." *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026; *Class Plaintiff v. City of Seattle* (9th Cir. 1982) 955 F.2d 1268, 1276.

Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). This procedure, which is commonly utilized by both federal and state courts, assures class members of the protection of procedural due process safeguards and enables a court to fulfill its role as the guardian of the interest of the settlement class.

Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to voice their views of the settlement or to exclude themselves from the settlement. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg,* § 11.25.

## V. <u>THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT</u>

The trial court has broad powers to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794. To make this fairness determination, courts must consider several relevant factors, including "the strength of the plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent

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of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Dunk, supra*, 48 Cal.App.4th at 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba, supra*, 91 Cal.App.4th at 245. Furthermore, courts give "proper deference to the private consensual decision of the parties." *Hanlon*, *supra*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden of showing that it is fair and reasonable. *Wershba*, *supra*, 91 Cal.App.4th at 245. "A presumption of fairness exists where: (1) the settlement 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." *Id.*; *Dunk, supra*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

**A. <u>The Settlement Resulted from Arm's-Length Negotiations Based Upon Extensive Investigation and Discovery.</u>**

The Parties actively litigated the Action since it was commenced. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and Class Counsel was actively preparing the case for class certification and trial.[33]

Prior to reaching the Settlement, Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data produced by Defendant.[34] The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to employment records of Plaintiff, a detailed sampling of Class Members' time and pay data, earning statements, among other information and documents.[35] Class Counsel interviewed Plaintiff and other Class Members to gather facts and to identify

[33] Madoyan Decl., ¶¶ 11-13.
[34] *Id.*, ¶ 12.
[35] Madoyan Decl., ¶ 12.



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potential witnesses.[36] Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation.[37] Class Counsel also drafted Plaintiff's mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.[38]

The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Phyllis Cheng, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.[39] In the course of litigation and in connection with mediation and settlement discussions, the Parties exchanged class and aggrieved employee information and engaged in an intensive discussion regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative claims, as well as the evidence produced and analyzed, and the possibility of appeals, among other things.[40] During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.[41] Arriving at a settlement that was acceptable to both Parties was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial.[42] After conducting investigations, informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.[43]

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[36] Ibid.
[37] Ibid.
[38] Ibid.
[39] Madoyan Decl., ¶ 11.
[40] Ibid.
[41] Ibid.
[42] Ibid.
[43] Ibid.

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The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification and trial.[44] The Parties have had the opportunity to interview and obtain information from their respective witnesses.[45] Counsel for the Parties have also reviewed documents and information relating to Plaintiff's and the Class Members' employment with Defendant and performed significant research into the applicable law, concerning class certification, PAGA representative actions, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims, and damages, and Defendant's defenses thereto, as well as facts discovered.[46] The Parties have reached the Settlement based on this large volume of facts, evidence, and investigation. In addition, Class Counsel has extensive experience in employment class actions, including significant experience in California wage-and-hour litigation.[47]

### B. **<u>The Settlement Is Fair, Reasonable, and Adequate.</u>**

The Settlement, which provides for a Gross Settlement Amount of Nine Hundred Thousand Dollars ($900,000.00), represents a fair, adequate, and reasonable resolution of the matter.[48] The Settlement was calculated using the information and data uncovered during litigation, case investigation, as well as the formal and informal exchange of information.[49] The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the case at issue.[50] Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class, Aggrieved Employees, and the State of California.[51]

Assuming that the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses Payment are approved by the Court and paid in the full amounts provided for by the

[44] *Id.*, ¶ 17-18.
[45] *Id.*, ¶ 12.
[46] Madoyan Decl., ¶¶ 11-13 & 16-18.
[47] *Id.*, ¶¶ 2-7.
[48] *Id.*, ¶¶ 11, 13, 14, & 21.
[49] *Id.*, ¶¶ 11-13.
[50] *Id.*, ¶¶ 16-18.
[51] *Id.*, ¶¶ 11, 13, & 21.

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Settlement, the Settlement provides for a Net Settlement Amount to Class Members that is currently estimated to be Four Hundred Thirty-Eight Thousand Dollars ($438,000), in addition to the PAGA payments to the LWDA and Aggrieved Employees.[52] As to PAGA, 75% of the PAGA Penalties (i.e., $67,500.00) will be distributed to the LWDA, and 25% of the PAGA Penalties (i.e., $22,500.00) will be distributed to the Aggrieved Employees. As discussed in Part III, *supra*, the entire Net Settlement Amount will be fully paid out to the Participating Class Members, and the PAGA Penalties will be fully paid out to the LWDA and the Aggrieved Employees, in accordance with the Settlement Agreement. The amount of each Participating Class Member's Individual Class Payment will be calculated based on his or her Workweeks worked for Defendant during the Class Period and each Aggrieved Employee's Individual PAGA Payment will be calculated based on his or her PAGA Pay Periods worked for Defendant during the PAGA Period.[53] There is no reason to doubt the fairness of the proposed plan of allocation of the settlement funds for purposes of preliminary approval. Even at the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members.[54] Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, and has experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

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[52] Settlement Agreement, ¶ 3.

[53] Settlement Agreement, ¶¶ 3.2.4 and 3.2.4.4.

[54] Madoyan Decl., ¶¶ 11, 13, & 21.

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### C. The Settlement Is of Significant Value.

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, the Parties conducted significant formal and informal discovery and exchanged a large volume of documents, data, and information in the course of litigation and in connection with mediation and settlement negotiations.[55] The discovery and information that Class Counsel obtained from Defendant and through other sources allowed Class Counsel to develop valuation models in order to evaluate the potential value and merit of the claims, and perform a complete evaluation of Defendant's defenses thereto.[56] As outlined in the Declaration of Vartan Madoyan, Class Counsel performed an extensive analysis of the claims pursuant to *Kullar* prior to entering into the Settlement.[57]

## VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

For settlement purposes, the requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.[58] California 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* (2004) 34 Cal.4th 319, 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." *Id.*

The Class is ascertainable and so 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. Further, Plaintiffs' claims are typical of the claims of the Class Members, and Class Counsel will fairly and adequately protect the interests of the Class. Finally, prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications, and a class action is superior to other available

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[55] Madoyan Decl., ¶¶ 11-13 & 18.
[56] *Id.*, ¶ 18.
[57] *Id.*, ¶¶ 11-13 & 16-18.
[58] Settlement Agreement, ¶ 10.1.

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means for the fair and efficient adjudication of the case. The Class is amenable to class certification for settlement purposes as discussed below.

**A. The 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.

Based on information provided by Defendant, the Class is estimated to consist of at least 695 individuals.[59] This class is therefore sufficiently numerous. *See Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). Further, all Class Members can and will be identified by Defendant to the Administrator through a review of Defendant's employment records of hourly-paid and non-exempt employees employed during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

**B. The Class Members Share a Well-Defined Community of Interest.**

The community of interest requirement "embodies three factors: (1) predominant common questions of law or fact; (2) class representative with claims or defenses typical of the class; and (3) class representative who can adequately represent the class." *Sav-On*, *supra*, 34 Cal.4th at 326. "[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims*." *Capitol People First v. Dep't of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant's internal policies and "pattern and practice . . . in order to assess whether that common behavior toward similarly situated plaintiff renders class certification appropriate." *Id.* (citing *Sav-On*, *supra*, 34 Cal.4th at 333).

[59] Madoyan Decl., ¶ 9.



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The "common issues" requirement "involves analysis of whether the proponent's 'theory of recovery' is likely to prove compatible with class treatment." *Capitol People*, *supra*, 155 Cal.App.4th at 690 (emphasis added) (citing *Sav-On*, *supra*, 34 Cal.4th at 327). Furthermore, the commonality inquiry centers on the "reasonableness" of the defendant's labor policies as applied to the potential class. *Ghazaryan*, *supra*, 169 Cal.App.4th at 1534.

Here, common issues of fact and law predominate as to each of the claims alleged and asserted in the operative complaint. Based on the documents and information obtained through formal and informal discovery and exchange of information in this case, Plaintiff contends that Class Members were subject to the same or similar job duties and uniform operations and employment practices, policies, and procedures during the time period at issue.[60] Plaintiff's claims arise from Defendant's alleged uniform policy and systematic scheme, with respect to Plaintiff and the Class Members, of, *inter alia*, failing to pay all overtime, minimum, and regular wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages upon termination of employment, failing to pay wages due as agreed upon under statute or contract, failing to provide compliant wage statements, and failing to reimburse necessary business-related expenses.[61]

Plaintiff also contends that Defendant's payroll and recordkeeping practices with respect to Plaintiff and the Class Members were substantially the same during the time period at issue.[62] As a result, Plaintiff claims that all of the Class Members were uniformly not paid all compensation due to them from Defendant during the time period at issue.[63]

Plaintiff maintains that the outcome of this litigation would be determined by Defendant's alleged uniform operations and employment policies and procedures that applied across their hourly-paid and non-exempt employees in California employed during the Class Period. Accordingly, the Court should certify the Class for settlement purposes only.

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[60] Madoyan Decl., ¶ 16.
[61] Ibid.
[62] Ibid.
[63] Ibid.



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## VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR CLASS COUNSEL CLASS COUNSEL FEES PAYMENT AND CLASS COUNSEL LITIGATION EXPENSES PAYMENT

Class Counsel has actively litigated the settled matter since it was commenced and was actively preparing the matter for class certification and trial.[64] The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel conducted extensive investigations into the facts of the case and formal and informal discovery.[65] Class Counsel reviewed a large volume of documents and data[66] and also interviewed and obtained information from Plaintiff, Defendant, and other sources, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings, and the production of documents and data prior to mediation.[67] Counsel for the Parties also undertook extensive settlement discussions, which included participating in a formal, full-day mediation.[68]

Class Counsel are well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.[69]

The Settlement establishes a Gross Settlement Amount Nine Hundred Thousand Dollars ($900,000.00), and provides for Class Counsel to apply to the Court for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, consisting of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $315,000.00) and an amount not to exceed Twenty Five Thousand Dollars ($25.000) for litigation costs and expenses.[70] The attorneys' fees provided for by the Settlement is commensurate with: (1) the risk that Class Counsel took in bringing and litigating the case, (2) the extensive time, effort and expense that Class Counsel dedicated to the case, (3) the skill and determination that Class Counsel has shown, (4) the results that Class Counsel has achieved

[64] Madoyan Decl., ¶¶ 11-13.
[65] *Id*., ¶ 12.
[66] Ibid.
[67] Madoyan Decl., ¶ 12.
[68] *Id*., ¶ 11.
[69] *Id*., ¶¶ 6-7.
[70] Settlement Agreement, ¶ 3.2.2.

throughout the litigation, (5) the value of the Settlement that Class Counsel has achieved for the Class Members, and (6) the other cases that Class Counsel had to turn down in order to devote its time and efforts to this matter. The proposed Class Notice provides Class Members with information about the amount allocated toward the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and that an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment will be sought, as provided for by the Settlement.[71]

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced trial judge is the best judge of the value of professional services rendered in his court." *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, *supra*, 82 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Id.* at 50. In cases where class members present claims against a settlement fund and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Id.* at 32.

The propriety of calculating and awarding attorneys' fees as a percentage of a settlement that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[,]" and "[t]he percentage of fund method survives in California." *Id.* (internal quotation marks omitted).

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[71] Settlement Agreement, Exhibit A.

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Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the $7.3 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys' fees). California courts routinely approve class action attorneys' fee awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); see also *Estrada v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005) (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept. 2006) (wage and hour).

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.[72]

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiff's motion for final approval of the Settlement and application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and at the Final Approval Hearing. Considering the work performed and the risks incurred, the attorneys' fees provided for by the Settlement and to be requested by Class Counsel are well within the range of reasonableness.

## VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it "present[s] a fair recital of the subject matter and proposed terms" of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

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[72] Madoyan Decl., ¶ 19.

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The proposed Class Notice[73] describes the Settlement, the deadlines and procedures to submit a written objection to the Class Settlement or present the objection orally, at the Final Approval Hearing, and submit a Request for Exclusion from the Class Settlement, and/or dispute Workweeks and/or PAGA Pay Periods, and the date and time set for the Final Approval Hearing.[74]

The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39. "Sufficient information about the case should be provided to enable class members to make an informed decision about their participation." *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.[75] The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.[76] The proposed Class Notice also apprises the Class Members and the Aggrieved Employees of, *inter alia*, how their Individual Class Payment and their share of the PAGA Penalties are calculated and the number of Workweeks worked and/or PAGA Pay Periods credited to them.[77]

The proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c) (2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; *see also Cartt*, *supra*, 50 Cal.App.3d at 960 ("The essentials of due process of law in class suits would appear to be afforded by fair representation in the assertion of claims of class members against the opposing parties in any lawsuit, and notice of the pending suit."). Accordingly, the Court should approve the proposed Class Notice.

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[73] Settlement Agreement, Exhibit A.
[74] Ibid.
[75] Ibid.
[76] Ibid.
[77] Ibid.

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## IX. APPOINTMENT OF CPT GROUP, INC. AS THE ADMINISTRATOR

The Parties have selected CPT to administer the Settlement, after obtaining bids from numerous administrators and mutually agreeing to CPT based on the bid amount and quality of their services. The Administrator will mail the Class Notice to each Class Member by First-Class U.S. Mail.[78] The Administrator will receive and process Requests for Exclusion, written objections, and any disputes regarding Workweeks and/or PAGA Pay Periods.[79]

The Administrator will also mail the Class Notice to Class Members; post notice of entry of final order and judgment certifying the Class Settlement and approving this Settlement Agreement; handle inquiries from Class Members concerning the Class Notice; determine Individual Class Payment and Individual PAGA Payments; process Requests for Exclusion, objections, and challenges to Workweeks and PAGA Pay Periods; maintain the Settlement funds in an appropriate interest-bearing account; mail Individual Class Payments, Individual PAGA Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, payment to the LWDA; issue a final report, and perform such other duties as the Parties may direct.[80] The Administration Expenses Payment is currently estimated to be no more than Twelve Thousand Dollars ($12,000) based on the "not to exceed" bid submitted by CPT, and will be paid out of the Gross Settlement Amount, subject to approval by the Court.[81]

Accordingly, Plaintiffs respectfully requests that the Court appoint CPT as the Administrator and direct the mailing of the Class Notice to the Class Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

## X. PROPOSED DEADLINES FOR THE NOTICE PROCESS

At this preliminary approval stage, Plaintiff seeks approval of the proposed deadlines for the notice and settlement administration process. *Newberg*, at § 11.26. The notice process

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[78] Settlement Agreement., ¶ 7.4.2.
[79] *Id*., ¶¶ 7.6, 7.7.2 and 7.8.2.
[80] *Id*., ¶ 7.8; Madoyan Decl., ¶ 15.
[81] *Id*., ¶ 3.2.3.; Madoyan Dec., ¶ 15.

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entails mailing of the Class Notice, in the form approved by the Court, to all known and reasonably ascertainable Class Members based on Defendant's records.[82]

No later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendant shall provide the Administrator with the following information for each Class Member: (1) the full name, (2) last known mailing address, (3) Social Security number, and (4) number of Class Period Workweeks, and PAGA Pay Periods ("Class Data").[83]

No later than 14 days after receiving the Class Data, the Administrator will send the Court approved Class Notice to the Class Members via First-Class U.S. Mail at their last known addresses.[84] Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS.[85] If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. Class Members will have until the applicable Response Deadline to submit a Requests for Exclusion, objection, or disputes regarding Workweeks and/or PAGA Pay Periods.[86] Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date that the Response Deadline expired.[87]

Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting such funds to the Administrator as follows: a first installment payment of $600,000.00 ("First Installment"), and a second installment payment of $300,000.00 plus Defendant's share of payroll taxes ("Second Installment"). The First Installment shall be due and paid by Defendant on the first business day following the Effective Date. The Second Installment shall be due and paid by Defendant

[82] *Id.*, ¶ 7.4.2.
[83] Settlement Agreement, ¶ 4.2.
[84] *Id.*, ¶ 7.4.2.
[85] Id., ¶ 7.4.3.
[86] Id., ¶ 1.41.
[87] Ibid.



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no more than two years from October 12, 2023, or one year after Final Approval, whichever date is later.[88]

Within 14 days after Defendant funds the full amount of the First Installment, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, and the Class Representative Service Payment.[89] Within 14 days after Defendant funds the full amount of the Second Installment, the Administrator will mail checks for all Administration Expenses Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.[90]

The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address.[91] Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search.[92] The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.[93]

The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided.[94] For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid Foundation of Los Angeles in a manner consistent with California Code of Civil Procedure Section 384.[95]

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[88] *Id.*, ¶ 4.3.
[89] *Id.*, ¶ 4.4.
[90] Ibid.
[91] *Id.*, ¶ 4.4.2.
[92] Ibid.
[93] Ibid.
[94] Settlement Agreement, ¶ 4.4.1.
[95] *Id.*, ¶ 4.4.3.

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## XI. APPOINTMENT OF CLASS REPRESENTATIVE AND ALLOCATION FOR CLASS REPRESENTATIVE SERVICE PAYMENT

Plaintiff Patrice Morgan respectfully request that the Court appoint him as the Class Representative and preliminarily approve the Class Representative Service Payment in an amount up to Twenty Thousand Dollars ($20,000.00) to Plaintiff.[96] It is within the Court's discretion to award payment to a class representative for their efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving $50,000 participation award to a single class representative). The factors that courts may consider in determining whether to make an enhancement payment include: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *Id*.

The Class Representative Service Payment is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.[97] Plaintiff was available whenever Class Counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of class and PAGA claims.[98] Accordingly, it is appropriate and just for Plaintiff to receive a Class Representative Service Payment for her services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to her individual class payment.

## XII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers *for* Justice, PC as Class Counsel; preliminary appoint and

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[96] *Id.*, ¶ 3.2.1.

[97] Madoyan Decl., ¶ 20; Declaration of Patrice Morgan in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Morgan Decl."), ¶ 4

[98] Madoyan Decl., ¶ 20; Morgan Decl., ¶¶ 3-7.



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designate Plaintiff Patrice Morgan as Class Representative; appoint CPT as Administrator; preliminarily approve the allocations for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses Payment; approve the proposed Class Notice; direct the Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; schedule a Final Approval Hearing to take place in approximately five (5) months; and permit the filing of a memorandum that exceeds the page limit.

Respectfully Submitted,

Dated: August 15, 2024

**LAWYERS *for* JUSTICE, PC**

By: Vartan S. Madoyan

Vartan Madoyan
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