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SHASTA COUNTY SUPERIOR COURT
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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

RAMON ESTRADA, on behalf of himself and all others similarly situated, Plaintiff, v. URBAN RETREAT, INC., a California corporation; and DOES 1 to 10, inclusive, Defendants.	**<u>CLASS ACTION</u>** Case No.: 23CV-0201662 **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** <u>Preliminary Approval Hearing:</u> Date: January 8, 2024 Time: 8:30 a.m. Dept: 8 Honorable Benjamin L. Hanna Department 8 Action filed: February 28, 2023 Trial Date: January 30, 2024

TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on January 8, 2024, at 8:30 a.m., or as soon thereafter as the matter may be heard, in Department 8 of the Shasta County Superior Court, located at the Main Courthouse, 1500 Court Street, Redding, California, 96001, Plaintiff Ramon Estrada will move for an order to:

1. Conditionally certify, for settlement purposes only, a Class consisting of all current and former non-exempt employees of Defendant during the period of

February 28, 2019, through October 20, 2023;

2. Confirm Gregg Lander and Vanessa M. Ruggles of D.Law, Inc. as Class Counsel, and Ramon Estrada as Class Representative;

3. Order preliminary approval of the proposed Settlement on a class-wide basis, order direct notice to be given to the Class, and set a hearing for final review of the proposed settlement;

4. Approve Simpluris, Inc. as Settlement Administrator to handle the notice and claims procedures as set forth in its proposal; and

5. Approve the PAGA portion of the settlement.

The Motion will be based on this Notice of Motion, the Declarations of Plaintiff's Counsel and exhibits thereto, the Memorandum of Points and Authorities, and on such oral and documentary evidence as may be presented at the hearing of the Motion.

Dated: December 13, 2023

Submitted by Plaintiff's counsel,

By: Gregg Lander

Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page

CASES

TABLE OF AUTHORITIES, Continued

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Ramon Estrada respectfully requests that this Court conditionally certify the below-defined Class for settlement purposes only, under Code of Civil Procedure section 382; confirm Class Counsel listed below and the Plaintiff as Class Representative; preliminarily approve the class action settlement; direct that notice be disseminated to the Class; and schedule a hearing for final review. The Settlement provides for a non-reversionary settlement fund of $200,000 for approximately 173 Class Members in compromise of disputed claims for unpaid wages and penalties.

Plaintiff further requests that the Court approve the Private Attorney General Act (PAGA) portion of the settlement, which allocates $10,000 to penalties under PAGA.

This Court should grant this Motion for the following reasons: (1) the Class meets the requirements for conditional class certification for settlement purposes only under of Code of Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all indicia for fairness, reasonableness, and adequacy; (3) Plaintiff is well-suited to serve as an adequate Class Representative; (4) Plaintiff's attorneys are experienced and well-qualified to serve as Class Counsel; (5) the proposed class notice procedures fully comport with due process and adequately apprise Class Members of their rights; (6) a final fairness hearing must be scheduled to allow Class Members an opportunity to be heard regarding the Settlement and to give it finality; and (7) the benefit provided by the proposed PAGA settlement is substantial and easily falls within the range of reasonableness. Accordingly, for the reasons detailed below, Plaintiff respectfully requests that the Court grant this Motion in its entirety and preliminarily approve the Settlement.

II. RELEVANT BACKGROUND

A. Procedural History

On February 28, 2023, Plaintiff Ramon Estrada filed his initial class complaint commencing the Action. On the same date, Estrada's counsel sent a letter to the LWDA to exhaust his remedies under PAGA. On May 16, 2023, Estrada filed a First Amended Complaint adding a PAGA claim. (Declaration of Gregg Lander [Lander Decl.], ¶ 2.)

Plaintiff contends in this Action that Defendant violated California's wage and hour laws as to Plaintiff and Class Members by failing to pay all wages for all hours worked, failing to provide legally compliant meal periods or pay premiums in lieu thereof, failing to authorize and permit all paid rest periods or pay premiums in lieu thereof, failing to fully reimburse work-related expenses, independently failing to provide compliant wage statements, derivatively failing to provide compliant wage statements, failing to timely pay wages at employment separation, and thereby also violating California Business & Professions Code sections 17200, et seq., and incurring penalties under PAGA. (Lander Decl., ¶ 3.)

B. Mediation

On August 21, 2023, the Settling Parties attended mediation with Mark LeHocky, an experienced mediator. After lengthy negotiations that occurred during and after the mediation, during which the Settling Parties, through their counsel, recognized the burdens and risks of continuing with the litigation, and reached an agreement to resolve the Action and Released Claims (as defined in the Joint Stipulation of Class Action and PAGA Settlement and Release, Section 28, attached to the Lander Decl. as Exhibit 1). (Lander Decl., ¶¶ 4, 5.)

In order to settle the Action and Released Claims, Defendant agrees to pay the Maximum Settlement Amount of $200,000.00, exclusive of the employer's portion of payroll taxes and fees. It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. The Settlement represents a fair and reasonable recovery as set forth in the Declaration of Gregg Lander. (Lander Decl., ¶¶ 6, 15-32.)

C. Settlement Agreement and Accompanying Documents

The Joint Stipulation of Class Action and PAGA Settlement and Release is attached to the Declaration of Gregg Lander as Exhibit 1 and the Class Notice is attached to the Joint Stipulation of Class Action and PAGA Settlement and Release as Exhibit A. The Settlement proposes the following Class: all non-exempt persons employed by Defendant in the State of California from February 28, 2019, through October 20, 2023 ("Class Members"). It shall be an opt-out class.

Each Class Member **will receive an average Individual Settlement Award of approximately $525.05.** (Lander Decl., ¶ 7.)

Additional proposed disbursements are as follows:

1) Attorneys' Fees, Litigation Expenses, and Settlement Administrator Costs:	Attorneys' Fees: $66,666.67 (33.33% of Maximum Settlement Amount; Litigation Expenses: up to $15,500 as verified by Class Counsel and approved by the Court; and Settlement Administrator Costs: not to exceed $7,000;
2) Class Representative Service Award:	$10,000 to Plaintiff Ramon Estrada;
3) PAGA Penalties:	$10,000 ($7,500 is LWDA Portion).

(Lander Decl., ¶ 7.)

In addition, the Settlement Agreement includes non-monetary relief. Defendant agrees to implement the following policy changes, for five years from the Effective Date, that impact Class Members who are current employees:

- For every five service provider employees "on the clock," Defendant will have one additional employee available to assist in the sanitization and cleaning of the workstation/ treatment rooms, allowing the service provider employees to have a larger window to take their uninterrupted rest periods;
- Defendant will change its reimbursement policy to state: "All products, equipment, and tools will be provided by Urban Retreat for all services and treatments. Should any additional items be deemed necessary to perform your job, you may make a request to management and if approved, the item will be provided by Urban Retreat;" and
- Defendant shall list its address on all forms of wage statements.

(Lander Decl., ¶ 8.)

The Parties respectfully request that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this

Memorandum. (Lander Decl., ¶¶ 32-35.)

The Parties have agreed on Simpluris, Inc. as the Settlement Administrator, and respectfully request that this Court appoint Simpluris to handle the notice and claims administration procedures, including posting the Judgment on its website. (Lander Decl., ¶ 9; Exhibit 2 to the Lander Decl. [Declaration of Jacob Kamenir of Simpluris, Inc.].)

III. CONDITIONAL CERTIFICATION OF THE CLASS

The proposed Settlement seeks conditional certification of a Class. The certification of the Class is essential to the Settlement. California public policy favors the use of the class action device. (*Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 469.) California Code of Civil Procedure section 382 authorizes class suits in California when "the questions is one of the common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the courts, one or more may sue or defend for the benefit of all." To obtain certification, a party must establish the existence of both an ascertainable class and a well-defined community of interest among class members. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435.) The "community of interest" requirement depends on three factors: (1) whether common issues of law or fact predominate; (2) whether the Class Representative has claims that are typical of the class; and (3) whether the Class Representative will adequately represent the class. (*Richmond*, *supra*, 29 Cal.3d at p. 470.)

Because the policy of favoring use of class actions is so strong, any doubts as to the appropriateness of class treatment must be resolved in favor of certification, subject to later modification. (*Richmond*, *supra*, 29 Cal.3d at pp. 473-475.) Except in extraordinary circumstances, which are not present here, the trial court does not weigh the merits of the claims in ruling on a motion for class certification. (*Linder*, *supra*, 23 Cal.4th at p. 443.)

Courts should apply a lesser standard of scrutiny when reviewing certification of a class for settlement than when determining the propriety of class certification for litigation. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, n.19.) This reduced standard reflects the fact that a class settlement foregoes further litigation, and thus does not require that Plaintiff prove that the class-wide prosecution of the case would be manageable at trial. (*Ibid.*)

A. The Proposed Class is Ascertainable and Numerous.

For a class to exist, the class description must be sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member of the proposed class by reference to objective criteria. (*Clothesrigger, Inc. V. GTE Corp.* (1987) 191 Cal.App.3d 605, 617.) Further, the class must contain enough members that joinder of all individuals is impractical. (Code Civ. Proc. § 382; see, e.g., *Hebbard v. Colgrove* (1972) 28 Cal.App.3d 1017, 1030 [class of 28 members held sufficient number to maintain a class action].)

Here, the Class definition is sufficiently specific to enable potential Class Members and the Court to identify the Class Members, all of whom have indeed been identified by Defendant's employment and payroll records. (Lander Decl., ¶ 12.) There are approximately 173 Class Members, which is sufficient to satisfy numerosity requirements. (Lander Decl., ¶ 12.)

B. Common Issues of Law or Fact Predominate

In assessing whether common issues predominate over individual issues, it is not necessary that the class members' claims or their circumstances be identical. Rather, the test of predominance is whether the common issues would be "the principal issues in any individual action, both in terms of time to be expended in their proof and of their importance, [so] that if a class suit were not permitted, a multiplicity of legal actions dealing with identical basic issues would be required in order to permit recovery by each [absent class member]." (*Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 810; see, e.g., *Los Angeles Fire & Police Protective League v. City of Los Angeles* (1972) 23 Cal.App.3d 67, 74 [in an overtime action, the fact that there were 19 different subgroups of employees did not preclude finding that common issues predominated].)

Common questions of law and fact predominate here, as the main issues involve the legality of Defendant's employment policies regarding Plaintiff's claims for failure to pay all wages for all hours worked, failure to provide legally complaint meal periods or pay a premium in lieu thereof, failure to authorize and permit all paid rest periods or pay a premium in lieu thereof, failure to fully reimburse work-related expenses, independent failure to provide compliant wage statements, derivative failure to provide compliant wage statements, failure to timely pay wages at termination or during employment, and alleged violations of California Business & Professions Code sections 17200, et seq. Whether each Class Member might be required to ultimately justify an individual claim does not preclude maintenance of a class action. (*Collins v. Rocha* (1972) 7 Cal.3d 232, 238.)

Plaintiff assert that these are all policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims on a classwide basis consists of Defendant's policies, payroll records, time records and the forms of wage statements given to Defendant's non-exempt employees. (Lander Decl., ¶ 12.)

C. Plaintiff's Claims Are Typical of the Class Claims

Typicality means that the class representative's claims are similar to those of the class members. The interests of a class representative need not be identical to those of other class members; a class representative must simply be similarly situated. (*B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

Here, the proposed Class Representative worked for Defendant as a non-exempt employee under Defendant's uniform employment policies applicable to all non-exempt employees during the Class Period, defined as from February 28, 2019, through October 20, 2023. The Class Representative worked at Defendant's location like the other Class Members and was subject to the same policies. (Lander Decl., ¶ 13.) Accordingly, Plaintiff's claims are typical of those of other Class Members. (Lander Decl., ¶ 14.)

D. Adequacy of Representation

The requirement that a plaintiff adequately represent the class is met by fulfilling two conditions: (1) the named plaintiff must be represented by counsel qualified to conduct the pending litigation; and (2) there are no disabling conflicts of interest between the class representative and the class. (*McGhee v. Bank of America* (1976) 60 Cal. App. 3d 442, 450.)

Here, the firm representing the Class Representative has a great deal of experience in wage and hour class action litigation and has been approved as Class Counsel in numerous other wage and hour class actions. (See Lander Decl., ¶¶ 36-39; Declaration of Vanessa M. Ruggles.)

The Class Representative has agreed to act as such and understand his responsibilities. (Declaration of Ramon Estrada, ¶ 3, 5-6.) The Class Representative has no claims or other interests that are antagonistic to the Class. (Lander Decl., ¶ 40.)

IV. PRELIMINARY APPROVAL OF SETTLEMENT

Any settlement of class litigation must be reviewed and approved by the court. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) When a class action is provisionally settled prior to class certification, certification and settlement approval occur simultaneously. (*Ibid*.)

This is done in two steps: (1) a preliminary review by the trial court; and (2) a final review after notice has been distributed to the class members for their comment or objections. (Cal. Rules of Court, rule 3.769.) First, a party to the settlement moves for "preliminary approval of the settlement." (*Id.* at subd. (c).) The court then approves or denies "certification of a provisional settlement class." (*Id.* at subd. (d).) If preliminary approval is granted, the court sets a final approval hearing and provides for notice to be given to the class. (*Id*. at subd. (e).)

At the final approval hearing, "the court must conduct an inquiry into the fairness of the proposed settlement." (*Id*. at subd. (g).) The court enters judgment thereon if it finds the settlement agreement to be fair. (*Id*. at subd. (h).)

In determining whether to preliminarily approve a settlement, the court should consider "the strength of Plaintiff's 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 of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Ibid*.) The court must also take into consideration "the most important factor [which] is the strength of the case for the Plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Footlocker Retail Inc.* (2008) 168 Cal.App.4th 116, 118)

The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. (Lander Decl., ¶ 15.) The Settlement represents a fair and reasonable value of all claims. (Lander Decl., ¶

15.) There is no claim form required so all Class Members will be paid unless they opt out, and there is no reversion to Defendant. (Lander Decl., ¶ 15.) Finally, the only governmental involvement in this case is the existence of a PAGA claim, and Plaintiff has notified the LWDA of this Settlement. (Lander Decl. ¶ 15; Ex. D.) The Settlement Amount balanced against the merits of Plaintiff's case is reasonable. (Lander Decl., ¶ 15).

A. The Presumption of Fairness

"[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." (*Dunk, supra,* 48 Cal.App.4th at 1801.) Courts presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. In other words, there is a presumption that the negotiations were conducted in good faith. (*Id.* at 1802.)

Here, the Settlement was reached through arm's-length negotiation with an experienced, highly-regarded neutral mediator, Mark LeHocky, an experienced mediator. Before mediation, the Parties engaged in informal discovery. To prepare for the mediation, Defendant provided extensive documentation of their policies and practices and data related to the claims asserted in this case, including all pay and time data for 153 Class Members. Plaintiff hired an expert, Berger Consulting Group – Economic Data Analysts, to prepare damage calculations and an exposure analysis for the mediation. The Parties agreed on the proposed Settlement subsequent to the mediation after further negotiations conducted through the mediator. (Lander Decl., ¶ 16.)

The Settlement here provides pro rata distribution to Class Members based upon the number of workweeks. Accordingly, the agreement treats the Class Members equitably, and the proposed distribution plan supports preliminary approval. (Lander Decl., ¶ 17.)

The firm representing the Class has a great deal of experience in wage and hour class action litigation and has been approved as class counsel in numerous other wage and hour class actions. (See Lander Decl., ¶¶ 36-39; Declaration of Vanessa M. Ruggles, ¶¶ 3-5.) Based on that experience, the information produced by Defendant, and the expert's calculations, Counsel was able to negotiate a sizable recovery for the Class Members.

B. Reasonable Based on Objective Evidence

The Settlement that has been reached, subject to this Court's approval, is the product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are knowledgeable about and have done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. Such investigation included the exchange of information and documents under formal and informal discovery. Among other things, Class Counsel reviewed all relevant policy documents, interviewed numerous Class Members, and obtained all pay and time data for 153 Class Members. The Parties' investigation also included preparing for and attending a full day of mediations with well-known mediator, Mark LeHocky. The Parties eventually reached a settlement after additional negotiations and, ultimately, the acceptance of a mediator's proposal. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of themselves, the Class, and the PAGA Members. (Lander Decl., ¶ 18.)

Based on the documents and information provided by Defendant and their own independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. (Lander Decl., ¶ 19.)

The Settlement Amount is, of course, a compromise figure. Plaintiff took into account the risks that the Class would be certified, the risks related to proof of Plaintiff's claims, and the strengths and weaknesses of Defendant's other defenses. Plaintiff also took into account the possibility that if a settlement were reached after additional years of litigation, the great expenses and attorneys' fees of litigation would reduce the amount of funds available to class members for settlement. Furthermore, Plaintiff took into consideration the time delay and financial repercussions of liability trials, numerous damages trials, and the possibility of an appeal by Defendant. (Lander Decl., ¶¶ 20-31.)

For the Class claims, the Parties in this matter have agreed to the amount of $200,000,[1] exclusive of the employer's portion of payroll taxes and fees, on a class-wide basis, with no claim form requirement and no residual to revert to the Defendant. (Lander Decl., ¶ 6.) **This represents over 50% of the realistic exposure, which demonstrates that the settlement is fair and reasonable.** (Lander Decl., ¶ 6.)

Further, the Settlement has resulted in non-monetary relief in the form of policy changes that will benefit Class Members who are current employees and help prevent future Labor Code violations. (Lander Decl., ¶ 8.)

C. Limited Standing to Object to Proposed Settlement

Non-settling parties or third parties sometimes attempt to object to settlements, but the right of non-settling parties to object even at the final settlement approval hearing, let alone the preliminary approval hearing, is quite limited. As a general rule, only class members have standing to object to a proposed settlement. "Beginning from the unassailable premise that settlements are to be encouraged, it follows that to routinely allow non-Class Members to inject their concerns via objection at the settlement stage would tend to frustrate this goal." (*Gould v. Alleco, Inc.* (4th Cir. 1989) 883 F.2d 281, 284.) Accordingly, any non-parties are not allowed to object to this proposed settlement.

V. THE PAGA PORTION IS FAIR AND REASONABLE

The settlement of a PAGA claim requires court approval. (Labor Code § 2699, subd. (l)(2) ["The superior court shall review and approve any settlement of any civil action pursuant to this part"].) However, a PAGA claim is not considered a class action but a law enforcement action, and, accordingly, the settlement thereof does not have to meet the requirements of a class action. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-988 [affirming lower court's holding that "plaintiff need not satisfy class action requirements" to assert a PAGA claim]; *Gutilla v. Aerotek, Inc.* (E.D. Cal. Mar. 22, 2017) No. 115CV00191DADBAM, 2017 WL 2729864, at *3*; Pedroza v. PetSmart, Inc*. (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15.)

[1] The remaining $10,000 of the $200,000 Maximum Settlement Amount is apportioned to the PAGA claim. (Lander Decl., ¶ 7.)

A court reviewing a PAGA settlement need only "ensur[e] that a negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

Here, the Parties apportion $10,000 for resolution of Plaintiff's PAGA claims. Of this amount, 25%, or $2,500, will be distributed to PAGA Members. There are approximately 66 PAGA Members. (Lander Decl., ¶ 28.)

The release is limited to those claims specifically made and investigated in connection with this suit for the relevant PAGA period. The settlement amount of PAGA penalties here provides an bigger allocation to the LWDA than those approved in other settlements. (See, e.g., *Viceral v. Mistras Grp. Inc*. (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8 [approving an allocation of $20,000 of a $6,000,000 settlement to the PAGA civil penalties]); *In re Uber FCRA Litig*. (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL 2806698, at *2 [approving an allocation of $7,500 of a $7,500,000 settlement to the PAGA civil penalties].)

The proposed PAGA settlement is both just and in the public's interest. The Parties believe and agree that the Settlement provides for a fair, adequate, and reasonable resolution of the representative PAGA claim. The Parties also believe that the proposed settlement is to the advantage of the state and the aggrieved employees when considering the time and expense necessary to complete protracted litigation which, regardless of the verdict, would undoubtedly be subject to further significant delay and expense pending possible appeals. Moreover, the settlement provides a substantial sum to the state. It also provides a small sum to each employee on a pro-rata basis. (Lander Decl., ¶ 29.) Furthermore, public policy strongly favors the settlement of litigation. (*Consumer Advoc. Grp., Inc. v. Kintetsu Enterprises of Am.* (2006) 141 Cal.App.4th 46, 63.)

The benefit provided by the proposed PAGA settlement is substantial and easily falls within the range of reasonableness. The Settlement fulfills the purposes of the PAGA, and, by any measure, is fair, adequate, and reasonable.

VI. PROPOSED SCHEDULE AND REQUESTED RELIEF

The Parties propose the following schedule for the fairness hearing and final proceedings:

Event	Date
First mailing of Notice to Class	February 7, 2024
Deadline to postmark Objection, Request for Exclusion, and/or Pay Period Dispute	March 8, 2024
Filing date for Final Approval Motion	March 22, 2024
Fairness Hearing and Final Certification	April 16, 2024

The Parties respectfully request that the Court, as part of the preliminary approval process, do the following:

1. Conditionally certify, for settlement purposes only, a Class consisting of all non-exempt persons employed by Defendant in the State of California during the period of February 28, 2019, through October 20, 2023. It shall be an opt-out class;
2. Confirm Gregg Lander and Vanessa M. Ruggles of D.Law, Inc. as Class Counsel; and Ramon Estrada as Class Representative;
3. Order preliminary approval of the proposed Settlement on a class-wide basis, order direct notice to be given to the Class, and set a hearing for final review of the proposed settlement;
4. Approve Simpluris, Inc., as Settlement Administrator to handle the notice and claims procedures as set forth in its proposal; and
5. Approve the PAGA portion of the settlement.

VII. CONCLUSION

Based upon the foregoing, Plaintiff respectfully request that the Court grant this motion for Preliminary Approval of Class Action and PAGA Settlement and enter the proposed Order.

Dated: December 13, 2023

D.LAW, INC.

By: Gregg Lander

Emil Davtyan, Esq.
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Vanessa M. Ruggles, Esq.
Attorneys for Plaintiff