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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

MARTIN HERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

KW CALIFORNIA, a corporation; KW
PLASTICS OF CALIFORNIA, an unknown
entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-23-100346

**CLASS AND REPRESENTATIVE
ACTION**

[Assigned for all purposes to: Hon. T. Mark
Smith, Dept. T-2]

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

[Filed with the Declaration of Justin F.
Marquez, and Proposed Order]

PRELIMINARY APPROVAL HEARING

Date: July 10, 2024

Time: 8:30 a.m.

Dept: T-2

Complaint filed: February 3, 2023

FAC filed: July 25, 2023

Trial date: Not set

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

2 PLEASE TAKE NOTICE that on July 10, 2024 at 8:30 a.m., in Department T-2 of the Kern
3 County Superior Court, located at 3131 Arrow Street, Bakersfield, CA 93308, pursuant to Code of
4 Civil Procedure § 382 and California Rules of Court 3.769 *et seq.*, Plaintiff Martin Hernandez
5 (“Plaintiff”) will move the Court for an Order granting preliminary approval of the proposed class
6 action settlement between Plaintiff and Defendant KW Plastics of California (“Defendant”).
7 Plaintiff further moves the Court for an Order:

- 8 1. Granting preliminary approval of the Class Action and PAGA Settlement Agreement
9 and Class Notice;
- 10 2. Certifying a Class for settlement purposes;
- 11 3. Approving the Notice and the plan for distribution of the Notice;
- 12 4. Appointing Plaintiff Martin Hernandez as Class Representative for settlement purposes;
- 13 5. Appointing Plaintiff’s Counsel, Justin F. Marquez, Benjamin H. Haber, and Daniel J.
14 Kramer of Wilshire Law Firm, PLC, as Class Counsel for settlement purposes;
- 15 6. Appointing Apex Class Action, LLC as the Settlement Administrator; and
- 16 7. Scheduling a final approval hearing.

17 The motion will be based upon this notice, the attached memorandum of points and
18 authorities, the Declaration of Justin F. Marquez, filed concurrently herewith, the records and files
19 in this action, and any other further evidence or argument that the Court may properly receive at
20 or before the hearing.

21 Respectfully submitted,

22 Dated: June 7, 2024

WILSHIRE LAW FIRM

23
24 By: _____

Justin F. Marquez
Benjamin H. Haber
Daniel J. Kramer
Attorneys for Plaintiff

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Martin Hernandez (“Plaintiff”) seeks preliminary approval of a proposed
4 \$300,000.00 non-reversionary, wage and hour class action settlement with Defendant KW Plastics
5 of California (“Defendant”). The Settlement will provide substantial monetary payments to
6 approximately 57 class members. And, as set forth more fully below, the proposed Settlement
7 satisfies all the criteria for settlement approval under California law. The Settlement was reached
8 after extensive investigation, discovery, and negotiations. The negotiations were at arms-length and
9 were facilitated by an experienced class action mediator, Hon. Howard Broadman (Ret.), over the
10 course of a full day of mediation that was conducted via Zoom. After extensive negotiations and
11 discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses,
12 the Parties reached a settlement on April 15, 2024. Accordingly, Plaintiff requests that the Court
13 preliminarily approve the proposed Settlement, certify the proposed settlement class, approve the
14 proposed notice, and set a final approval hearing.

15 **II. SUMMARY OF THE LITIGATION AND SETTLEMENT**

16 **A. Plaintiff’s Claims**

17 This is a wage and hour class action and Private Attorneys General Act (“PAGA”) (Cal.
18 Lab. Code §§ 2699, *et seq.*) representative action. (Declaration of Justin F. Marquez in Support
19 of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement [“Marquez Decl.”],
20 ¶ 2.) Plaintiff and putative class members worked in California as hourly-paid or non-exempt
21 employees for Defendant during the class period. (*Id.*) Defendant operates a location in
22 Bakersfield, California and claims to be the world’s largest plastic recycler and manufacturer
23 of resins for manufacturing applications. (*Id.*)

24 Plaintiff alleges that Defendant’s payroll, timekeeping, and wage and hour practices
25 resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours
26 worked. (Marquez Decl., ¶ 3.) Plaintiff further alleges that Defendant failed to provide
27 employees with legally compliant meal and rest periods, and Defendant failed to reimburse
28 business expenses. (*Id.*) Based on these allegations, Plaintiff asserts related claims for failure

1 to provide accurate wage statements, failure to pay all final wages at termination, unfair business
2 practices, and civil penalties under PAGA. (*Id.*)

3 On February 3, 2023, Plaintiff filed a putative wage-and-hour class action complaint
4 against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204,
5 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3)
6 failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and
7 permit rest periods (Labor Code §§ 226.7 and 512); (5) failure to provide accurate itemized
8 wage statements (Labor Code § 226); (6) failure to timely pay final wages at termination (Labor
9 Code §§ 201-203); (7) failure to indemnify employees for expenditures (Labor Code § 2802);
10 and (8) unfair business practices (Business and Professions Code 17200, *et seq.*). (Marquez
11 Decl., ¶ 4.) On July 25, 2023, Plaintiff filed a First Amended Complaint against Defendant
12 adding claims for civil penalties under PAGA. (*Id.*) Plaintiff sent a notice to Defendant and
13 the California Labor & Workforce Development Agency (“LWDA”) alleging similar wage and
14 hour violations pursuant to the PAGA on February 13, 2023. (*Id.*)

15 **B. Discovery and Investigation**

16 Following the filing of the Complaint, the Parties exchanged documents and information
17 before mediating this action. (Marquez Decl., ¶ 5.) Defendant produced a sample of time and
18 pay records for class members. (*Id.*) Defendant also provided an Employee Handbook outlining
19 its wage and hour policies and practices during the class period, and information regarding the
20 total number of current and former employees in its informal discovery responses. (*Id.*)

21 After reviewing documents regarding Defendant’s wage and hour policies and practices,
22 analyzing Defendant’s timekeeping and payroll records, and interviewing Class Members, Class
23 Counsel was able to evaluate the probability of class certification, success on the merits, and
24 Defendant’s maximum monetary exposure for all claims. (Marquez Decl., ¶ 6.) Class Counsel
25 also investigated the applicable law regarding the claims and defenses asserted in the litigation.
26 (*Id.*) Class Counsel reviewed these records and prepared a damage analysis prior to mediation.
27 (*Id.*)

28 ///

1 **C. Settlement Negotiations**

2 On November 1, 2023, the parties participated in private mediation with experienced
3 class action mediator Hon. Howard Broadman (Ret.). (Marquez Decl., ¶ 7.) The mediation was
4 conducted via Zoom. (*Id.*) The settlement negotiations were at arm’s length and, although
5 conducted in a professional manner, were adversarial. (*Id.*) The Parties went into the mediation
6 willing to explore the potential for a settlement of the dispute, but each side was also prepared
7 to litigate their position through trial and appeal if a settlement had not been reached. (*Id.*)
8 After extensive negotiations and discussions regarding the strengths and weaknesses of
9 Plaintiff’s claims and Defendant’s defenses, the Parties reached a settlement the material terms
10 of which are encompassed within the Settlement. (*Id.* at ¶ 8, Ex. 1 [Class Action and PAGA
11 Settlement Agreement and Class Notice].)

12 Class Counsel has conducted a thorough investigation into the facts of this case. Based
13 on the foregoing discovery and their own independent investigation and evaluation, Class
14 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
15 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
16 of significant delay, the defenses that could be asserted by Defendant both to certification and
17 on the merits, trial risk, and appellate risk. (Marquez Decl., ¶ 16.)

18 Indeed, the \$300,000.00 Settlement represents **57% of the realistic maximum recovery**
19 **of \$526,028.30.** (*Id.* at ¶ 26.) Although Class Counsel estimated that Defendant’s maximum
20 potential liability for all claims was approximately \$2 million, when the risk of prevailing at
21 certification and trial are factored into the equation, Class Counsel believes that Defendant’s
22 realistic exposure was \$526,028.30, meaning the Settlement achieves a significant recovery.
23 (*Id.* at ¶¶ 16-30.) Considering the risk and uncertainty of prevailing at class certification and at
24 trial, this is an excellent result for the Class. (*Id.* at ¶ 28.) Indeed, because of the proposed
25 Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an
26 unfavorable judgment.

27 **D. Key Terms of the Proposed Settlement**

28 The Parties used the Los Angeles Superior Court’s Form Class Action and PAGA

1 Settlement Agreement and Class Notice. A document showing edits the parties made to the
2 template in redline is attached to the Declaration of Justin F. Marquez as Exhibit 2. The
3 Settlement’s key terms include:

4 1. Class Definition: For settlement purposes only, the Parties agree to the certification
5 of a class pursuant to California Code of Civil Procedure § 382 defined as: “all persons employed
6 by KW California in California as hourly-paid or non-exempt employees at any time during the
7 Class Period.” (Settlement, § 1.5.)

8 2. Class Period: “means the period from February 3, 2019 through March 15, 2024 or
9 the date of Preliminary Approval, whichever occurs earlier.” (Settlement, § 1.12.)

10 3. Participating Class Members: “means a Class Member who does not submit a valid
11 and timely Request for Exclusion from the Settlement.” (Settlement, § 1.38.)

12 4. Aggrieved Employees: “means a person employed by KW California in California
13 as an hourly-paid or non-exempt employees at any time during the PAGA Period.” (Settlement,
14 § 1.4.)

15 5. PAGA Period: “means the period from February 13, 2022 through March 15, 2024
16 or the date of Preliminary Approval, whichever occurs earlier.” (Settlement, § 1.37.)

17 6. Gross Settlement Amount: “means Three Hundred Thousand Dollars (\$300,000)
18 which is the total amount Defendant agrees to pay under the Settlement except as provided in
19 Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments,
20 Employee’s Taxes and Required Holdings, Individual PAGA Payments, the LWDA PAGA
21 Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative
22 Service Payment and the Administrator’s Expenses. The Gross Settlement Amount does not
23 include Employer Taxes.” (Settlement, § 1.25.)

24 7. Uncashed Checks: If a settlement check is returned to the Settlement Administrator
25 as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing
26 address by performing a skip trace search and, if another address is identified, shall mail the check
27 to the newly identified address. Any settlement checks remaining uncashed after one hundred and
28 eighty (180) days shall be transmitted to the Court Appointed Special Advocates (“CASA”) of

1 Kern County, 1717 Columbus Street, Bakersfield, California 93305, thereby leaving no "unpaid
2 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
3 (Settlement, § 4.4.3.)

4 8. Release by Participating Class Members: "Upon the Effective Date, all
5 Participating Class Members, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees,
7 executors, trustees, conservators, guardians, personal representatives, successors, and assigns,
8 whether individual, class, representative, legal, equitable, direct or indirect, or any other type of
9 any capacity, shall and does hereby forever release, discharge, and agree to hold harmless the
10 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged,
11 based on the Class Period facts stated in the Operative Complaint and ascertained in the course of
12 the Action including any and all claims for: (1) failure to pay minimum and straight time wages;
13 (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and
14 permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide
15 accurate itemized wage statements; (7) failure to produce requested employment records; and (8)
16 violation of California's Unfair Competition Law, California Business and Professions Code §§
17 17200, et seq. arising out of the violations referenced in the Action ("Released Class Claims").
18 To the extent based on facts alleged on the Operative Complaint or the PAGA Letter, the
19 Released Class Claims encompass, but are not limited to, all claims pursuant to the applicable
20 IWC Wage Orders, and Labor Code §§ 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512,
21 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1198.5. Except as set forth in Section 6.3 of
22 this Agreement, Participating Class Members do not release any other claims, including claims
23 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
24 unemployment insurance, disability, social security, workers' compensation, or claims based on
25 facts occurring outside the Class Period." (Settlement, § 5.2.1.) This Release will be deemed
26 effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
27 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments.
28 (Settlement, § 5.)

1 9. Release by Aggrieved Employees: “Upon the Effective Date, all Aggrieved
2 Employees are deemed to release, on behalf of themselves and their respective former and
3 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
4 Released Parties from all claims, rights, demands, liabilities and causes of action for civil
5 penalties under the PAGA, that Aggrieved Employees have had, now have, or may have in the
6 future against Released Parties based on any acts or omissions occurring during the PAGA
7 Period and based on the PAGA Period facts stated in the Action, the PAGA Notice, or
8 ascertained in the course of the Action, including any and all claims for: (1) failure to pay
9 minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal
10 periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at
11 termination; and (6) failure to provide accurate itemized wage statements (“Released PAGA
12 Claims”). The Released PAGA Claims include, but are not limited to, claims for PAGA penalties
13 pursuant to Labor Code §§ 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174,
14 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1198.5. Any Aggrieved Employees who submit a
15 valid and timely Request for Exclusion are still entitled to their Individual PAGA Payment and
16 have no right or ability to opt out of the portion of this Settlement releasing the Released PAGA
17 Claims.” (Settlement, § 5.3.)

18 10. No Reversion: “None of the Gross Settlement Amount will revert to Defendant.”
19 (Settlement, § 3.1.)

20 11. PAGA Allocation: The settlement includes \$20,000.00 allocated to Plaintiff’s
21 claims under PAGA, with 75% of which (\$15,000.00) being paid to the LWDA and 25%
22 (\$5,000.00) being paid to the Aggrieved Employees. (Settlement, § 1.35.) Class Counsel
23 submitted the proposed settlement to the LWDA before filing this Motion for Preliminary
24 Approval. (Marquez Decl., ¶ 10.)

25 12. Net Settlement Amount: “means the Gross Settlement Amount, less the following
26 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
27 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
28 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be

1 paid to Participating Class Members as Individual Class Payments.” (Settlement, § 1.31.)

2 13. Distribution Formula: “An Individual Class Payment calculated by (a) dividing the
3 Net Settlement Amount by the total number of Workweeks worked by all Participating Class
4 Members during the Class Period and (b) multiplying the result by each Participating Class
5 Member’s Workweeks.” (Settlement, § 3.2.4.) As to PAGA: “The Administrator will calculate
6 each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25%
7 share of PAGA Penalties (\$5,000) by the total number of PAGA Period Pay Periods worked by all
8 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
9 Employee’s PAGA Period Pay Periods.” (Settlement, § 3.2.5.1.)

10 14. Tax Allocation: Any settlement money paid to Settlement Class Members will be
11 allocated as 20% wages, 80% to penalties and interest. (Settlement, § 3.2.4.1.)

12 15. Class Representative Service Award: Subject to Court approval, Plaintiff shall be
13 paid an enhancement award not to exceed \$10,000.00. (Settlement, § 3.2.1.) This amount is for
14 Plaintiff’s time and effort in bringing and presenting the action, and in exchange for a general
15 release of all claims, known or unknown, pursuant to Civil Code Section 1542. (Settlement, § 5.1.)
16 If the Court approves a lesser enhancement, then the unapproved portion or portions shall revert
17 into the Net Settlement Amount to be distributed between the participating Settlement Class
18 Members on a pro-rata basis. (Settlement, § 3.2.1.)

19 16. Attorneys’ Fees and Costs: The Settlement provides that Defendant will not oppose
20 a fee application of up to 33 1/3% (\$100,000.00) of the Gross Settlement Amount, plus out-of-
21 pocket costs not to exceed \$20,000.00. (Settlement, § 3.2.2.)

22 17. Notice of Proposed Class Action Settlement: The Notice sets forth in plain terms, a
23 statement of the case, the terms of the Settlement Agreement, the approximate amount of attorneys’
24 fees, costs, and service award being sought, and an explanation of how the settlement allocations
25 are calculated. (Settlement, Ex. 1, Class Notice.) Class Members will be notified by first-class
26 mail of the settlement. (Settlement, § 7.4.) Apex Class Action, LLC (“Apex”), the proposed
27 Settlement Administrator, will undertake its best efforts to ensure that the notice is provided to the
28 current addresses of class members, including conducting a national change of address search and

1 re-mailing the notice to updated addresses. (*Id.*; Marquez Decl., ¶ 11, Ex. 3 [Settlement
2 Administrator Bid].)

3 **III. DISCUSSION**

4 To prevent fraud, collusion, or unfairness to the class, the settlement of a class action
5 requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01.) This
6 Court has wide discretion to determine whether the proposed settlement is fair. (*Mallick v. Super.*
7 *Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness is presumed when: (1) the settlement is reached
8 through arm's-length bargaining; (2) investigation is sufficient to allow counsel and the court to
9 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
10 is small. (*Dunk*, 48 Cal.App.4th at p. 1800.)

11 In considering whether a settlement is reasonable, the trial court should consider relevant
12 factors, which may include the strength of plaintiff's case, the risk, expense, complexity and likely
13 duration of further litigation, the risk of maintaining class action status through trial, the amount
14 offered in settlement, the extent of discovery completed and the stage of the proceedings, the
15 experience and views of counsel, the presence of a governmental participant, and the reaction of
16 the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.*, (2008) 168
17 Cal.App.4th 116, 128.) In order to approve a class action settlement, the court must satisfy itself
18 that the class settlement is within the "ballpark" of reasonableness. (*Id.* at p. 133.) The record
19 need not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-*
20 *Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408-9 [holding that *Kullar* does not
21 require "an explicit statement of the maximum amount the plaintiff class could recover if it
22 prevailed on all its claims", but instead, only an "understanding of the amount that is in controversy
23 and the realistic range of outcomes of the litigation."].)

24 As discussed below, Class Counsel has provided information exceeding the threshold
25 required to provide this Court with materials and information necessary to determine that the
26 proposed settlement is fair, adequate, and reasonable.

27 ///

28 ///

1 **A. The Settlement Is Fair, Reasonable, Adequate, and the Product of**
2 **Investigation, Litigation, and Negotiation**

3 **1. The Settlement Is the Product of Discovery, Investigation, and**
4 **Informed and Non-Collusive Arm’s-Length Negotiations**

5 Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless
6 evidence to the contrary is offered; thus, there is a presumption here that the negotiations were
7 conducted in good faith. (Conte & Newberg, *Newberg on Class Actions* (3rd Ed.) § 11.51.)
8 Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super.*
9 *Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman*
10 (6th Cir. 1989) 883 F.2d 438, 447 [“The fact that a plaintiff might have received more if the case
11 had been fully litigated is no reason not to approve the settlement.”].)

12 The Settlement was reached following extensive negotiations following one day of
13 mediation with experienced employment mediator, Hon. Howard Broadman (Ret.). (Marquez
14 Decl. ¶ 7.) The settlement negotiations were at arm’s length and, although conducted in a
15 professional manner, were adversarial. (*Id.*) The parties went into the mediation willing to explore
16 the potential for a settlement of the dispute, but each side was also prepared to litigate their or its
17 position through trial and appeal if a settlement had not been reached. (*Id.*) After extensive
18 negotiations and discussions regarding the strengths and weaknesses of Plaintiff’s claims and
19 Defendant’s defenses, the Parties reached an agreement. (Marquez Decl. ¶ 8.)

20 Prior to reaching this settlement, Class Counsel conducted informal discovery concerning
21 the claims set forth in the Litigation, such as a sample of class member timekeeping and payroll
22 records, Defendant’s policies and procedures concerning the payment of wages, the provision of
23 meal and rest breaks, issuance of wage statements, and providing all wages at separation, as well
24 as information regarding the number of putative class members and the mix of current versus
25 former employees, the wage rates in effect, and the amount of meal and rest period premium wages
26 paid to class members. (*Id.* at ¶¶ 5-6.) In conjunction with their extensive factual investigation,
27 Class Counsel investigated the applicable law regarding the claims and defenses asserted in the
28 litigation. (*Id.*) Thus, Plaintiff and his counsel were able to act intelligently and effectively in

1 negotiating the proposed Settlement. (*Id.*)

2 Class Counsel also has considerable experience and has demonstrated competence with
3 litigating wage and hour class actions. (*Id.* at ¶¶ 41-53.) Again, this supports the position that the
4 terms of the Settlement are premised on objective evidence that has been considered and weighed
5 in light of the risks, expenses, and time consumption to both sides of continued litigation of this
6 action.

7 **2. The Settlement Is Fair and Reasonable in Light of the Parties’**
8 **Respective Legal Positions**

9 A settlement is not judged against what might plaintiff recover had he prevailed at trial, nor
10 does the settlement have to provide 100% of the damages sought to be fair and reasonable.
11 (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, 250 [“Compromise is inherent
12 and necessary in the settlement process . . . even if the relief afforded by the proposed settlement
13 is substantially narrower than it would be if the suits were to be successfully litigated, this is no
14 bar to a class settlement because the public interest may indeed be served by a voluntary settlement
15 in which each side gives ground in the interest of avoiding litigation.”].)

16 This settlement avoids the risks and the accompanying expense of further litigation.
17 (Marquez Decl., ¶ 28.) While Plaintiff is confident in the merits of his claims, a legitimate
18 controversy exists as to each cause of action. (*Id.* at ¶ 27.) Plaintiff also recognizes that proving
19 the amount of wages due to each class member would be an expensive, time-consuming, and
20 uncertain proposition. (*Id.*)

21 The proposed settlement of \$300,000.00 therefore represents a substantial recovery when
22 compared to Plaintiff’s reasonably forecasted recovery. (*Id.* at ¶¶ 16-30.) Because of the proposed
23 Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an
24 unfavorable judgment. When considering the risks of litigation, the uncertainties involved in
25 achieving class certification, the burdens of proof necessary to establish liability, the probability
26 of appeal of a favorable judgment, it is clear that the settlement amount of \$300,000.00 is within
27 the “ballpark” of reasonableness, and preliminary settlement approval is appropriate. (*Id.*) ***Indeed,***
28 ***each Settlement Class Member is eligible to receive an average net benefit of approximately***

1 **\$2,456.14.** (*Id.* at ¶ 29.)

2 **3. Class Counsel Has Extensive Experience in Class Action Litigation**

3 The settlement negotiations were conducted by highly capable and experienced counsel.
4 Class Counsel have a strong record of vigorous and effective advocacy for their clients and are
5 experienced in handling complex wage and hour class action litigation. (Marquez Decl., ¶¶ 41-
6 53.) Although Plaintiff and his counsel were prepared to litigate the claims alleged in the litigation,
7 they support the proposed Settlement as being in the best interests of the class.

8 **B. The Proposed Class Notice of Settlement Should Be Approved**

9 The proposed Notice, in the form attached to the Settlement Agreement, should be approved
10 for dissemination to the class. The Notice informs the class of the terms of the settlement and of
11 their rights to be excluded from the settlement. And if there are class members who wish to object
12 to this proposed class action settlement, they will have the opportunity to file their objections and
13 be heard at the Final Approval Hearing. Accordingly, the proposed Notice meets all the
14 requirements of Rule 3.769(f) of the California Rules of Court.

15 **C. The Proposed Attorneys' Fees and Costs Are Reasonable**

16 Under the Settlement, subject to the Court's approval, Defendant agrees to pay Class
17 Counsel reasonable attorneys' fees in amount of \$100,000.00, which is 33 1/3% of the gross
18 Settlement Amount, and up to \$20,000.00 in costs. These amounts are disclosed to all class
19 members in the proposed Notice and are reasonable.

20 **1. Class Counsel Request an Award of Fees Based on the "Common**
21 **Fund" Method**

22 California courts have long awarded attorneys' fees as a percentage of the benefit created
23 by counsel in creating a common fund. The California Supreme Court held that "when a number
24 of persons is entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs
25 for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs
26 may be awarded attorneys' fees out of the fund." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 34,
27 quoting *D'Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1.)

28 Class Counsel seeks an award of attorneys' fees on the "percentage of recovery/ common

1 fund” theory. The purpose of this approach is to “spread litigation costs proportionally among all
2 the beneficiaries so that the active beneficiary does not bear the entire burden alone.” (*Vincent v.*
3 *Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1995)
4 15 Cal.3d 162, the California Supreme Court stated: “[O]ne who expends attorneys’ fees in
5 winning a suit which creates a fund from which others derive benefits may require those passive
6 beneficiaries to bear a fair share of the litigation costs.” (*Id.* at p. 167.) Similarly, in *City and*
7 *County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized
8 that the common fund doctrine has been applied “consistently in California when an action brought
9 by one party creates a fund in which other persons are entitled to share.” (*Id.* at p. 110.)

10 The California Supreme Court affirmed in *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th
11 480 that, “when class action litigation establishes a monetary fund for the benefit of the class
12 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the
13 court may determine the amount of a reasonable fee by choosing an appropriate percentage of the
14 fund created.” (*Id.* at p. 503.) The court explained: “The recognized advantages of the percentage
15 method—including relative ease of calculation, alignment of incentives between counsel and the
16 class, a better approximation of market conditions in a contingency case, and the encouragement
17 it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation—
18 convince us the percentage method is a valuable tool that should not be denied our trial courts.”
19 (*Id.* [internal citations omitted].)

20 2. The Requested Fee Award Is in Line with Typical Cases

21 According to a leading treatise on class actions, “No general rule can be articulated on what
22 is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a
23 reasonable fee award from a common fund in order to assure that the fees do not consume a
24 disproportionate part of the recovery obtained for the class, although somewhat larger percentages
25 are not unprecedented.” (*See Conte & Newberg, Newberg on Class Actions* (3rd Ed.) § 14.03.)
26 Attorneys’ fees that are fifty percent of the fund are typically considered the upper limit, with thirty
27 to forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; see also
28 *Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most

1 cases where 30-50 percent was awarded involved “smaller” settlement funds of under \$10
2 million].)

3 Here, Plaintiff requests attorneys’ fees equal to 33 1/3% of the Settlement Amount, which
4 is in line with the prevailing guidelines established in California case law and academic literature
5 and is consistent with awards in California. (*See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th
6 43, 66, n.11 [“Empirical studies show that, regardless whether the percentage method or the
7 lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)
8 Accordingly, Plaintiff respectfully requests that the Court approve the attorneys’ fees as negotiated
9 by the parties and requested herein.

10 **3. This Matter Involves A “Fee-Shifting” Provision of the Labor Code**

11 Labor Code § 1194 (a) provides for the recovery of “minimum wage or overtime
12 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Under this
13 section, Plaintiff would be permitted to recover his actual attorneys’ fees, even if those fees were
14 larger than the total class recovery at the conclusion of this case. This settlement is beneficial in
15 that it limits the risk of continued expenses and consumption of time, energy, and resources facing
16 Defendant while at the same time rewarding Class Counsel for their decision to assume risk by
17 taking on this matter. In fact, prosecution of this action involved significant financial risk for Class
18 Counsel. (Marquez Decl., ¶¶ 39-40.) Class Counsel undertook this matter solely on a contingent
19 basis, with no guarantee of recovery. (*Id.*) Once counsel undertook this litigation on behalf of the
20 Class, Class Counsel committed to pursue it to its conclusion, placing its fiduciary duty to the Class
21 ahead of all other concerns.

22 **4. The Experience, Reputation and Ability of Class Counsel Support the** 23 **Requested Fee Award**

24 As demonstrated by their past experience in pursuing class actions on behalf of consumers
25 and employees, Class Counsel possess considerable expertise in litigating class actions. (Marquez
26 Decl., ¶¶ 41-53.) Class Counsel has been involved as lead counsel or co-counsel in several class
27 actions that resulted in millions in recovery. (*Id.*) Because it is reasonable to compensate class
28 counsel commensurate with their skill, reputation and experience, Class Counsel’s requested fee

award is supported here.

Class Counsel's experience in wage and hour class actions was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action litigation. Based on these and other factors, Class Counsel has frequently received fee awards of this percentage from the gross recovery for the class. Therefore, the requested fee award is reasonable and fair.

D. The PAGA Allocation is Reasonable

Where settlements negotiate a good faith amount for PAGA penalties and "there is no indication that this amount was the result of self-interest at the expense of other" class members, such amounts are generally considered reasonable. (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009) No. CV-08-0844 EDL, 2009 WL 928133 at *1, 9.) Courts have approved amounts for PAGA penalties in the range of zero to two percent of the total maximum amount of the Settlement. (*Id.* [approving a PAGA payment of 0.3%, or \$1,500]; see also *Jack v. Hartford Fire Ins. Co.* (S.D. Cal. Oct. 13, 2011) 2011 WL 4899942 at *6 [approving a PAGA payment of 0.25%]; *McKenzie v. Fed. Express Corp.* (C.D. Cal. Jan. 23, 2012) 2012 WL 12882124 at *5 [acknowledging that courts approve PAGA claim settlements in the range of zero to two percent of the total settlement].) Here, the amount to be paid to the LWDA is larger than many other PAGA settlement amounts approved by the courts where seemingly nominal amounts were allocated for such claims. (See, e.g. *Zubia v. Shamrock Foods Co.* (C.D. Cal. Dec. 21, 2017) No. CV1603128ABAGRX, 2017 WL 10541431, at *14 [approving a PAGA settlement of 0.1%]; *Hopson, supra*, (N.D. Cal. Aug. 8, 2008) 2008 WL 3385452, at *1 [approving a PAGA settlement of 0.3% or \$1,500]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575, at *3 [approving a PAGA settlement of 0.27%].) Here, the Parties negotiated a good faith amount of \$20,000.00, 75% percent of which (\$15,000.00) will be paid to the LWDA, with 25% (\$5,000.00) to be distributed to the Aggrieved Employees. (Settlement at §1.35.) The \$20,000.00 settlement amount equates to approximately 6.7% of the Gross Settlement Amount, which far exceeds amounts that

are routinely approved. The parties negotiated to allocate 6.7% of the Settlement to PAGA penalties in good faith and this amount is reasonable considering that the maximum PAGA penalties were estimated at \$229,000.00 (which assumed \$100 per pay period). (Marquez Decl. ¶ 25.)

E. The Service Award to Named Plaintiff Is Reasonable

Named plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz, supra*, 86 Cal.App.4th at p. 412.) Courts routinely grant approval of class action settlement agreements containing enhancements for the class representatives, which are necessary to provide incentive to represent the class, and are appropriate given the benefit the class representatives help to bring about for the class. (*See Rodriguez v. W. Publ'g Corp.* (9th Cir. 2009) 563 F.3d 948, 958-59.)

Service awards are particularly important to plaintiffs in wage and hour cases because they promote the important public policies underlying the wage and hour laws. This strong policy is codified in California Labor Code § 90.5, which provides, “it is the policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions”). Nonetheless, the California Supreme Court has noted that “retaliation against employees for asserting statutory rights under the Labor Code is widespread,” despite anti-retaliation statutes designed to protect employees. (*Gentry v. Super. Ct.* (2007) 42 Cal.4th 443, 460-61.) In this context, class representatives should be rewarded for assuming the risk of retaliation for the sake of class members. (*See Frank v. Eastman Kodak Co.* (W.D.N.Y. 2005) 228 F.R.D. 174, 187.)

Under the settlement agreement, subject to the Court’s approval, Defendant agreed to pay a Service Award in the amount of \$10,000.00 to Plaintiff. This amount is also in exchange for Plaintiff’s general release of all claims against Defendant. Courts routinely approve a \$10,000 enhancement award for plaintiffs represented by Class Counsel. (*See, e.g., Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) 2021 WL 3673845, *3 [“The Court concludes a \$10,000 incentive award is appropriate.”]; *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11,

2024) No. 18-cv-01202-LB, 2024 WL 150721, at p. *4. [“The court approves awards of \$10,000 for each class representative.”].) Class Counsel represent that Plaintiff devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and was frequently in contact with Class Counsel during the mediation. (Marquez Decl., ¶¶ 31-35.) This amount is reasonable particularly in light of the substantial benefits Plaintiff generated for all class members. (*Id.*) Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation, et al.*, No. 2:14-cv-02509-TLN-DB, Class Counsel Justin F. Marquez helped negotiate a \$2.5 million class action settlement for 339 class members, and the court approved a \$25,000 class representative incentive award for each named plaintiff. (Marquez Decl., ¶ 34.)

When compared with the amounts awarded in typical class action cases, the amount requested here is particularly reasonable. Indeed, a **2006** study examining the average incentive award given to class action plaintiffs from **1993 to 2002** found that the “average award per class representative was \$15,992 and the median award per class representative was \$4,357.” (Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L.Rev. 1303, 1308.) That same study found that named plaintiffs in employment discrimination class actions received an average award of \$69,850 and a median award of \$31,081, while named plaintiffs in other employment class actions received an average award of \$12,121 and a median award of \$13,059. (*Id.* at p. 1334.) The authors of the study found that higher awards in employment cases reflected the “courts’ wish to make representative plaintiffs whole by compensating them for the high costs of their service to the class, including risks of stigmatization or retaliation on the job.” (*Id.* at p. 1308.)

IV. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

A. Legal Standard

The proposed Settlement Class is well suited for class certification. All of the claims derive from a core set of alleged violations of California’s wage and hour laws and regulations. For the reasons set forth more fully below, for purposes of settlement only, the Class satisfies the prerequisites for certification under Code of Civil Procedure § 382. Section 382 provides: “when

1 the question is one of a common or general interest, of many persons, or when the parties are
2 numerous, and it is impracticable to bring them all before the court, one or more may sue or defend
3 for the benefit of all.” (Code Civ. Proc., § 382.) There are two requirements to section 382: “(1)
4 There must be an ascertainable class; and (2) there must be a well-defined community of interest
5 in the questions of law and fact involved affecting the parties to be represented.” (*Daar v. Yellow*
6 *Cab Co.* (1967) 67 Cal. 2d 695, 704 [citations omitted].) To clarify these requirements, the
7 California Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the
8 community-of-interest requirement itself embodies three factors: “(1) predominant questions of
9 law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class
10 representatives who can adequately represent the class.” (*Richmond v. Dart Indus., Inc.* (1981) 29
11 Cal. 3d 462, 470.)

12 California law and policy favor the fullest and most flexible use of the class action device.
13 (*Id.* at pp. 469-73.) Indeed, “Courts long have acknowledged the importance of class actions as a
14 means to prevent a failure of justice in our judicial system” particularly where the rights of
15 consumers are at issue. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 434.) Any doubt as to
16 the appropriateness of class treatment should be resolved in favor of certification. (*Richmond,*
17 *supra*, 29 Cal.3d at pp. 473-75.)

18 **B. Plaintiff Maintains That the Criteria for Class Certification Are Satisfied for**
19 **Settlement Purposes.**

20 **1. The Classes Are Ascertainable and Numerous**

21 The proposed class that Plaintiff seeks to represent is easily ascertainable and includes
22 approximately 57 employees of Defendant.

23 Plaintiff maintains that there is an easily ascertainable class, defined by objective and
24 precise criteria. Because class members are identified using specific criteria in the regular business
25 records of Defendant, i.e., job position, the class is ascertainable. (*Wilner v. Sunset Life Ins. Co.*
26 (2000) 78 Cal.App.4th 952, 959-60 [class membership defined by ownership of product that is the
27 subject of the lawsuit is sufficient to make the class ascertainable].)

28 “The requirement of Code of Civil Procedure section 382 that there be ‘many’ parties to a

1 class action suit is indefinite and has been construed liberally.” (*Rose v. City of Hayward* (1981)
2 126 Cal.App.3d 926, 934.) “Where a question is of common interest to ‘many’ persons, an action
3 may be maintained as a class action even where the parties are numerous and it is in fact practicable
4 to join them all.” (*Id.*) “No set number is required as a matter of law for the maintenance of a
5 class action.” (*Id.*) “Thus, our Supreme Court has upheld a class representing the 10 beneficiaries
6 of a trust in an action for removal of the trustees.” (*Id.*, citing *Bowles v. Super. Ct.* (1955) 44 Cal.2d
7 574; see also, *Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a 35 member class.]) Therefore,
8 Plaintiff contends that numerosity is plainly satisfied.

9 **2. There are Many Common Issues of Law and Fact Which Predominate**

10 The Court should grant conditional class certification for settlement purposes here on the
11 grounds that questions of law and fact common to all class and subclass predominate over any
12 individual questions. This inquiry tests whether proposed classes are sufficiently cohesive to
13 warrant adjudication by representation. (*See, e.g., Clothesrigger, Inc. v. GTE Corp.* (1987) 191
14 Cal.App.3d 605.)

15 Here, the employment practices at issue are: whether Defendant had legally compliant
16 policies and practices to provide employees with meal periods; whether Defendant had legally
17 compliant policies and practices authorizing and permitting its employees to take rest periods;
18 whether Defendant had legally compliant policies and practices for all hours worked, including
19 overtime wages; whether Defendant reimbursed employees for business expenses; whether final
20 payment of wages was untimely and excluded unpaid wages, including meal period premium
21 wages, and rest period premium wages; and whether the wage statements were consequently non-
22 compliant. Plaintiff contends that the factual and legal issues are the same for all of the identified
23 class members, including Plaintiff. Further, all class members suffered from, and seek redress for,
24 the same alleged injuries.

25 **3. Plaintiff’s Claims Are Typical of the Claims of the Class**

26 The typicality requirement does not focus on the individual characteristics or circumstances
27 of the representative plaintiff compared to those of the remainder of the class, but rather upon the
28 typicality of the proposed representative’s claims as they relate to the defendant’s conduct and

activities. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 47 [“[t]he only requirements are that common questions of law and fact predominate and that the class representative be similarly situated” vis-à-vis the class.]) A representative plaintiff’s claims are typical of the class if they arise from the same event, practice or course of conduct, and if the claims rest on the same legal theories. (*Id.*) That is precisely the case here. Plaintiff is a former employee of Defendant; as such, he alleges that he was subject to the same policies and practices as other similarly situated employees.

4. Plaintiff and His Counsel Meet the Adequacy Requirement

The adequacy of representation requirements is met by fulfilling two conditions: first, a named plaintiff must be represented by counsel qualified to conduct the pending litigation; second, a named plaintiff’s interests cannot be antagonistic to those of the class. (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 451.)

All of these requirements are met here for settlement purposes. Plaintiff retained counsel with extensive experience in prosecuting complex class actions, including similar class actions that previously settled. (Marquez Decl., ¶¶ 41-53.) Class Counsel unquestionably is “qualified, experienced and generally able to conduct the proposed litigation.” (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 875.) In addition, Plaintiff has no conflicts, and Plaintiff has, with counsel, litigated this case and diligently reviewed the settlement terms, showing his dedication. Plaintiff’s willingness to serve as a representative demonstrates his serious commitment to bringing about the best results possible for the class. (*McGhee, supra*, 60 Cal.App.3d at p. 451.)

5. A Class Action is Superior to a Multiplicity of Litigation

Finally, in making its class certification decision, the Court must determine that a class action would be superior to alternative means for the fair and efficient adjudication of the litigation. By consolidating many potential individual actions into a single proceeding, this Court’s use of the class action device enables it to manage this litigation in a manner that serves the economics of time, effort and expense for the litigants and the judicial system. Absent class treatment, similarly-situated employees with small but nevertheless meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort and expense required to

1 prosecute individual actions. (*Gentry v. Super. Ct.* (2007) 42 Cal. 4th 443, 457-62; *Leyva v.*
2 *Medline Ind.* (9th Cir. 2013) 716 F.3d 510, 515.) Moreover, in the context of settlement, the
3 superiority concerns are essentially non-existent.

4 **V. THE PROPOSED NOTICE IS CONSTITUTIONALLY SOUND**

5 **A. The Proposed Notice Plan Satisfies Due Process**

6 Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court,
7 Rule 3.766 (e), (f).) California law vests the Court with broad discretion in fashioning an
8 appropriate notice program. (*Cartt v. Super Ct.* (1975) 50 Cal.App.3d 960, 973-74.) There is no
9 statutory or due process requirement that all class members receive actual notice, but in this matter,
10 the class members will receive direct mailed notice. As the Court of Appeals has explained, “[t]he
11 notice given should have a reasonable chance of reaching a substantial percentage of the Class
12 Members” (*Id.* at p. 974.) In this case, notice of the proposed settlement will be provided
13 by direct mailing, the best possible form of notice.

14 **B. The Notice is Accurate and Informative**

15 The proposed Notice should be approved. It will be disseminated through direct U.S. first
16 class mail to the last known address for each Class Member. It informs the Class Members of the
17 terms of the settlement and their right to be excluded from the Settlement. And if there are Class
18 Members who wish to object to this proposed class action settlement, they will have the
19 opportunity to file their objections and be heard at the Final Approval Hearing.

20 The Notice also fulfills the requirement of neutrality in class notices. (Conte & Newberg,
21 *Newberg on Class Actions* (3rd Ed.) § 8.39.) It summarizes the proceedings to date and the
22 terms and conditions of the settlement agreement, in an informative and coherent manner. It
23 makes clear that the settlement agreement does not constitute an admission of liability by the
24 Defendant, who denies all liability, and it recognizes that this Court has not ruled on the merits
25 of the action. It also states that the final settlement approval decision has yet to be made. The
26 Notice thus complies with the standards of fairness, completeness, and neutrality required of a
27 combined settlement-certification class notice.

28 ///

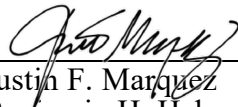
1 **VI. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court grant preliminary
3 approval of the proposed settlement and set a Final Approval Hearing.
4

5 Respectfully submitted,

6 Dated: June 7, 2024

WILSHIRE LAW FIRM

7
8 By:  _____

9 Justin F. Marquez
10 Benjamin H. Haber
11 Daniel J. Kramer

12 *Attorneys for Plaintiff*
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PROOF OF SERVICE

Hernandez v. KW California, et al.
BCV-100346

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Jorge Grimaldy, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is jgrimaldy@wilshirelawfirm.com.

On **June 7, 2024**, I served the foregoing **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Jay L. Rosenlieb, Esq. (SBN 109737)
jlr@kleinlaw.com
Vanessa F. Chavez, Esq. (SBN 266724)
vchavez@kleinlaw.com
KLEIN, DENATALE, GOLDNER, COOPER,
ROSENLIB & KIMBALL, LLP
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311
Telephone: (661) 395-1000
Facsimile: (661) 326-0418

Attorney for Defendant, *KW Plastics of California*

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on June 7, 2024, at Los Angeles, California.



Jorge Grimaldy