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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALYSSA NICOLE CRUZ, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

UNITED TALENT AGENCY, LLC; and DOES 1 through 10, inclusive,

Defendants

Case No.: 25STCV30710

CLASS AND REPRESENTATIVE ACTION

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

[*Filed with the Declaration of Kane Moon, the Declaration of Plaintiff, the Declaration of Lisa Mullins, and [Proposed] Preliminary Approval Order*]

PRELIMINARY APPROVAL HEARING:
Date: January 7, 2027
Time: 10:00 a.m.
Dept.: 15
Judge: Hon. Timothy Patrick Dillon

Action Filed: October 20, 2025
FAC Filed: December 23, 2025
SAC Filed: September 14, 2026
Trial Date: Not set

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

PLEASE TAKE NOTICE that on January 7, 2027, at 10:00 a.m., in Department 15 of this Court located at 312 North Spring Street, Los Angeles, California, 90012 pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769 *et seq*., Plaintiff Alyssa Nicole Cruz ("Plaintiff") will, and hereby does, move the Court for an order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiff and Defendant United Talent Agency, LLC. Specifically, Plaintiff moves the Court for an order:

1. Granting preliminary approval of the Joint Stipulation of Class and Representative Action Settlement Agreement;
2. Certifying a Class, for settlement purposes only;
3. Approving the Class Notice and plan for its distribution;
4. Appointing Plaintiff as the Class Representative, for settlement purposes only;
5. Appointing Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC as Class Counsel, for settlement purposes only;
6. Appointing ILYM Group, Inc. as the Administrator;
7. Approving the PAGA Penalties of $56,000.00, distributed as 35% to Allegedly Aggrieved Employees and 65% to the LWDA; and
8. Scheduling a Final Approval Hearing no earlier than 120 days from the date of preliminary approval.

The motion will be based upon this notice, the attached memorandum of points and authorities, the supporting declarations and attachments thereto, the record and files in this action, and any other evidence or argument that the Court may properly receive at or before the hearing.

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As this Motion is unopposed, Plaintiff respectfully requests relief from the page limit requirement set by California Rules of Court, Rule 3.1113(d).

Respectfully submitted,

Dated: **MOON LAW GROUP, PC**

By: _____
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiff

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Alyssa Nicole Cruz ("Plaintiff") seeks preliminary approval of a proposed $560,000.00 non-reversionary, wage-and-hour class and representative action settlement (the "Settlement") with United Talent Agency, LLC ("Defendant") (together with Plaintiff, the "Parties"). The Settlement will provide substantial monetary payments to an estimated 779 Class Members who worked an estimated aggregate of 36,226 Workweeks, including an estimated 779 Allegedly Aggrieved Employees who worked an estimated aggregate of 18,113 PAGA Pay Periods. As set forth more fully below, the proposed Settlement satisfies all the criteria for settlement approval under California law. The Settlement was reached after extensive investigation, informal discovery, and negotiations between the Parties. The negotiations were at arm's length and were facilitated through private mediation by an experienced and neutral mediator, Monique Ngo-Bonnici, Esq. Accordingly, Plaintiff requests the Court preliminarily approve the Settlement, provisionally certify the proposed Class for settlement purposes only, approve the proposed Class Notice to Class Members, and set a final approval hearing no earlier than 120 calendar days after entry of the Preliminary Approval Order.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Plaintiff's Claims and Procedural History

This is a wage-and-hour class and representative action for alleged Labor Code violations and claims for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq*. ("PAGA"). (Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement ["Moon Decl."], ¶ 2.) Plaintiff seeks to represent a class of all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the Class Period, as set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement"). (*Id.*)

Defendant is a talent agency, with offices in Beverly Hills and outside California. (*Id*. at ¶ 3.) Defendant employed Plaintiff and other non-exempt, hourly-paid employees during the Class Period. (*Id*.; Declaration of Plaintiff Alyssa Nicole Cruz in Support of Approval of Class and Representative Action Settlement ["Plaintiff Decl."], ¶ 2.) Plaintiff contends she and her coworkers were subjected to

the same unlawful labor practices, including failure to pay wages for all hours worked. (Plaintiff Decl., ¶¶ 5–7; Moon Decl., ¶ 3.)

Plaintiff's claims for unpaid minimum and overtime wages stem from allegations that Defendant failed to compensate Plaintiff and others for off-the-clock work, including responding to work-related calls, texts, and emails outside their recorded working hours and performing work during unpaid meal periods. (Moon Decl., ¶ 4.) Plaintiff also alleges Defendant failed to incorporate nondiscretionary bonuses and other remuneration when calculating overtime wages, sick pay, and meal period premiums. (*Id*.) Plaintiff's meal and rest period claims are based on allegations that due to the nature of their work, Class Members' breaks were often short, late, interrupted, and sometimes missed altogether, and that Defendant did not pay all premium wages for non-compliant breaks. (*Id*.) Plaintiff further brings a claim for unreimbursed necessary business expenses based on allegations that Class Members were required to use their personal cellphones and incurred transportation costs for work purposes, without full reimbursement from Defendant. (*Id*.) Plaintiff also alleges Defendant failed to pay the required premium wages when employees worked seven consecutive days in a workweek. (*Id*.) Finally, Plaintiff brings derivative claims for waiting time penalties, wage statement violations, unfair business practices, and civil penalties under PAGA. (*Id.*)

Because of the foregoing alleged violations of various provisions of the Labor Code, Plaintiff filed a class action on October 20, 2025, alleging Defendant systematically: (1) failed to pay minimum wages, (2) failed to pay overtime compensation, (3) failed to provide meal periods, (4) failed to authorize and permit rest periods, (5) failed to indemnify necessary business expenses, (6) failed to timely pay final wages at termination, (7) failed to provide accurate itemized wage statements, and (8) engaged in unfair business practices. (*Id.* at ¶ 5.)

Pursuant to PAGA, on October 18, 2025, Plaintiff gave written notice to the California Labor and Workforce Development Agency (the "LWDA") of the alleged Labor Code violations and paid the required filing fee. (*Id*. at ¶ 6, Ex. 2.) The administrative exhaustion period elapsed without notice from the LWDA of its intent to investigate the alleged violations. (*Id*. at ¶ 6.) On December 23, 2025, Plaintiff timely filed a First Amended Class and Representative Action Complaint to add a ninth cause of action for civil penalties under PAGA. (*Id*.) In compliance with Labor Code section 2699(s)(1), on January 2,

2026, Plaintiff submitted to the LWDA a conformed copy of the First Amended Complaint containing the Court-assigned case number. (*Id*.) On July 9, 2026, Plaintiff submitted an amended PAGA Notice to the LWDA, with certified mail service on Defendant, adding allegations concerning Defendant's failure to provide at least one day of rest in seven days and failure to pay the required premium wages for work performed on the seventh consecutive day in a workweek. (*Id*., Ex. 2.) On September 14, 2026, Plaintiff filed a Second Amended Class and Representative Action Complaint (the "Operative Complaint"), adding a tenth cause of action for failure to pay premium pay when employees are not provided with at least one day of rest in seven days. (*Id*. at ¶ 6.)

Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. (*Id.* at ¶ 7.) Defendant contends that it complied with all relevant wage and hour laws during the relevant time period. (*Id.*) Defendant asserts, among other defenses, that it properly paid all minimum, overtime, and sick pay wages owed at the proper rate, afforded Plaintiffs and putative class members the opportunity to take required meal and rest breaks, maintained compliant meal and rest period policies, paid meal and rest period premiums, when warranted, at the proper rate, reimbursed all necessary business expenses, provided compliant wage statements, maintained compliant seventh day of rest policies and practices, and timely paid all wages earned. (*Id.*) Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. (*Id.*)

B. <u>Discovery and Investigation</u>

The Parties agreed to mediate this action with Monique Ngo-Bonnici, Esq., an experienced class and PAGA action mediator. (*Id.* at ¶ 8.) In preparation for mediation, the Parties agreed to an informal exchange of documents and information before mediation. (*Id.*) Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, documents and data that were necessary and helpful to evaluate the claims asserted in this action. (*Id.*) Defendant produced a sample of time and pay records for the relevant non-exempt employee population, Plaintiff's personnel records and time and pay records, and relevant excerpts of Defendant's Employee Handbook. (*Id.*) Defendant also provided information regarding the estimated number of current and formerly employed non-exempt employees and PAGA Pay Periods. (*Id.*)

In preparation for mediation, Class Counsel reviewed and analyzed all the information Defendant provided, including the sample records and documents regarding Defendant's wage-and-hour policies. (*Id.* at ¶ 9.) Class Counsel retained a statistics expert to analyze the sample records and prepare an exposure analysis prior to the mediation. (*Id.*) The sample timekeeping records analyzed contained 28,177 actual shifts worked by 151 employees, representing approximately 19.4% of the Class. (*Id.*) The sample data was statistically significant and allowed Plaintiff's expert to prepare an analysis with a reasonable degree of certainty. (*Id.*) In conjunction with their extensive factual investigation, Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. (*Id.*) Accordingly, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant's maximum and realistic monetary exposure for the claims then at issue. (*Id.*) Thus, Plaintiff's and her Counsel's familiarity with the facts of the case and the legal issues raised by the pleadings allowed them to act intelligently in negotiating the Settlement. (*Id.*)

C. Settlement Negotiations and Notice of Settlement to the LWDA

On May 29, 2026, the Parties participated in private mediation with Monique Ngo-Bonnici, Esq. (*Id.* at ¶ 10.) The negotiations were at arm's length and, although conducted in a professional manner, were adversarial. (*Id.*) The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached. (*Id.*) After a full discussion regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses and with the assistance of the mediator, the Parties reached a resolution, the material terms of which were memorialized in a Memorandum of Understanding and thereafter in the Settlement. (*Id.*)

In compliance with Labor Code section 2699(s)(2), notice of settlement and a copy of the proposed Settlement has been submitted to the LWDA along with a copy of Plaintiff's preliminary approval motion and the hearing date. (*Id.* at ¶ 11, Ex. 3.) To date, the LWDA has not indicated any objection to the Settlement. (*Id.* at ¶ 11.)

D. Key Terms of the Proposed Settlement

Under the Settlement, Defendant will pay a non-reversionary amount of *no less than*

$560,000.00 ("GSA"), subject to potential increase under an Escalator Clause, to resolve this action. (Settlement, ¶¶ 1.21, 3.1, 8.) Defendant will separately pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments. (*Id*. at ¶ 3.1.) Other key terms of the Settlement are outlined in the counsel declaration submitted concurrently herewith. (Moon Decl., ¶¶ 12–30.) The proposed Settlement Administrator—ILYM Group, Inc.—was jointly selected by the Parties based on its bid of $9,950.00. (*Id*. at ¶ 16, Ex. 5; Settlement, ¶¶ 1.2, 7.1.)

The Class is defined as all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the Class Period, October 18, 2024, through July 29, 2026. (Settlement, ¶¶ 1.5, 1.12, 8.) "Alleged Aggrieved Employees" or the "PAGA Group," are all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the PAGA Period, October 18, 2024, through July 29, 2026. (*Id*. at ¶¶ 1.4, 1.31, 8.) The Settlement allocates $56,000.00 from the GSA for settlement of the Released PAGA Claims, which will be distributed 65% ($36,400.00) to the LWDA and 35% ($19,600.00) to Allegedly Aggrieved Employees pursuant to the PAGA law governing Plaintiff's claims. (*Id*. at ¶¶ 1.34, 3.2.5.) Each Allegedly Aggrieved Employee will be entitled to a pro rata share of the 35% allocation directly proportional to the number of PAGA Pay Periods worked during the PAGA Period. (*Id*. at ¶ 3.2.5.1.) This results in an average Individual PAGA Payment of roughly **$25.16** for each of the estimated 779 Allegedly Aggrieved Employees ($19,600 / 779), and a PAGA Pay Period value of roughly **$1.08** for each of the 18,113 estimated PAGA Pay Periods ($19,600 / 18,113). (Moon Decl., ¶ 18.)

After deducting the Class Representative Enhancement Award, the Class Counsel Fees and Litigation Costs Payments, the PAGA Penalties allocation, and the Administration Expenses Payment from the GSA, in the amounts specifically approved by the Court, the remainder will constitute the Net Settlement Amount for distribution to Participating Class Members. (Settlement, ¶¶ 1.27, 3.2.) Any difference between the amounts requested and the amounts approved by the Court will be allocated to the Net Settlement Amount. (*Id.* at ¶¶ 3.2.1–3.2.3, 3.2.5.2.) Accordingly, the estimated Net Settlement

Amount is **$268,050.00** for an estimated Class of **779 individuals**.[1] (Moon Decl., ¶ 19.) Each Class Member who does not opt out will be entitled to a pro rata share of the Net Settlement Amount directly proportional to the number of Workweeks worked during the Class Period. (Settlement, ¶ 3.2.4.) The estimated **$268,050.00** Net Settlement Amount results in an average Individual Class Payment of roughly **$344.09** for each of the estimated 779 Class Members ($268,050 / 779),[2] and a Workweek value of roughly **$7.40** for each of the 36,226 estimated Workweeks ($268,050 / 36,226). (Moon Decl., ¶ 21.)

The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. (Moon Decl., ¶ 30; Settlement, ¶ 2.11.)

III. THE COURT SHOULD GRANT PRELIMINARY APPROVAL

The law favors the settlement of lawsuits, particularly in class actions and other complex cases. (*See, e.g.*, *Neary v. Regents of Univ. of Cal.* (1992) 3 Cal.4th 272, 277–81.) To prevent fraud, collusion, or unfairness to the class, the settlement of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–01 [citing authority omitted].) To approve a settlement, the Court must find "the settlement is fair, adequate, and reasonable." (*Id.*) This Court has wide discretion in making this determination. (*Mallick v. Super. Ct.* (1979) 89 Cal.App.3d 434, 438.) Fairness, adequacy, and reasonableness are presumed, as here, when: "(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

[1] The Net Settlement Amount was calculated by deducting the following from the $560,000.00 GSA: $5,000.00 for the Class Representative Enhancement Award, $9,950.00 for the Administration Expenses Payment, $56,000.00 for PAGA Penalties, $196,000.00 for the Class Counsel Fees Payment, and $25,000.00 for the Class Counsel Litigation Costs Payment. This estimate assumes approval of those amounts and no increase under the Escalator Clause. (Moon Decl., ¶ 19; Settlement, ¶¶ 3.2.1–3.2.5.)

[2] Actual individual payments will be calculated by the Administrator following preliminary approval and receipt and processing of the Class Data. (Settlement, ¶¶ 3.2.4, 3.2.5.1, 4.2.) The high and low individual payment amounts will be provided to the Court in the motion for final approval. (Moon Decl., ¶ 21.)

is small." (*Dunk,* 48 Cal.App.4th at p. 1802 [citing Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.41].)

In evaluating a settlement, the trial court considers the following factors: (1) the strength of plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the settlement amount offered; (5) the extent of discovery completed and the stage of the proceedings; (6) counsel's experience and views; (7) the presence of a governmental participant; and (8) the class members' reaction to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 128.) To approve a class action settlement, "the court must satisfy itself that the class settlement is within the 'ballpark' of reasonableness." (*Id*. at p. 133.) The record need not contain an explicit statement of the maximum theoretical recovery. (*Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 408–09 [holding that *Kullar* does not require "an explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its claims," but instead, only an "understanding of the amount that is in controversy and the realistic range of outcomes of the litigation"].)

As discussed below, Class Counsel have provided materials and information exceeding the threshold required for this Court to conclude the Settlement is fair, reasonable, and adequate.

A. <u>The Settlement Is Fair, Reasonable, Adequate, and the Product of Investigation, Litigation, and Negotiation</u>

1. The Settlement Is the Product of Discovery, Investigation, Informed and Non-Collusive Arm's-Length Negotiations, and Realistic Claims Analysis

Courts presume the absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered. (Newberg, Newberg on Class Actions (3rd ed. 1992) § 11.51.) Settlement is favored, and settlement agreements are realistically assessed. (*Stamburgh v. Super. Ct.* (1976) 62 Cal.App.3d 231, 236; *Priddy v. Edelman* (6th Cir. 1989) 883 F.2d 438, 447 ["The fact that the plaintiff might have received more if the case had been fully litigated is no reason not to approve the settlement."].) Thus, there is a presumption here that negotiations were conducted in good faith.

Here, Class Counsel have conducted a thorough investigation into the facts of this case. (Moon Decl., ¶ 31.) As previously noted, the Settlement at issue was reached through arm's-length

negotiations, private mediation, and the assistance of a statistics expert. (*Id.*) Based on Defendant's informal discovery production, Class Counsel's independent investigation and evaluation, and their extensive experience in wage-and-hour litigation, Class Counsel are of the opinion that the proposed Settlement is fair, reasonable, and adequate. (*Id.*)

Based on Class Counsel's review of the time, payroll, and additional data provided by Defendant, Plaintiff's expert's analysis of the sample records, and information from Plaintiff, Class Counsel evaluated the estimated maximum and risk-adjusted exposure for the claims asserted in the Operative Complaint and PAGA Notice that are being released under the Settlement. (*Id.* at ¶ 32.) Specifically, based on the records and information provided for mediation and Class Counsel's evaluation of the claims being released, the total estimated realistic recovery (adjusted for applicable certification, liability, and proof risks) for the alleged claims, including penalties, is **$966,573.26**. (Moon Decl., ¶¶ 33–40.) This amount was calculated as follows: **$4,905.00** (75% discount) for the regular rate claim; **$33,025.43** (90% discount) for the off-the-clock work claim; **$61,777.54** (75% discount) for the meal period claim; **$193,750.39** (90% discount) for the rest period claim; **$13,584.75** (90% discount) for the unreimbursed business expenses claim; **$369,795.01** (90% discount) for the unpaid wage component of the day-of-rest claim; **$110,552.64** (95% discount) for the waiting time penalties claim; **$88,617.50** (95% discount) for the wage statement claim; and **$90,565.00** (95% discount) for the PAGA penalties claim. (*Id*. at ¶¶ 33–39.) The foregoing discounts reflect Class Counsel's assessment of the available evidence and Defendant's actual and anticipated defenses, including the applicable risks associated with class certification, proof of the underlying violations, and recovery of statutory and civil penalties. (*Id*.)

Accordingly, the **$560,000.00 GSA represents approximately 58% of the estimated realistic recovery estimated to be $966,573.26.** (*Id*. at ¶ 40.) This is an excellent result for the Class, particularly because, under the Settlement, Class Members will receive timely and guaranteed relief, avoiding the risk of not being able to recover anything. (*Id.*)

2. The Class Settlement Is Fair Considering the Parties' Respective Positions and Significant Risks to Certification and Proof on the Merits

A settlement is not judged against what a plaintiff might recover had he prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. (*Wershba v. Apple Comp., Inc.* (2001) 91 Cal.App.4th 224, 246, 250 ["Compromise is inherent and necessary in the settlement process . . . even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'"] [quoting *Air Line Stewards v. Am. Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101, 109].)

Here, considering all known facts and circumstances, the risk of significant delay, trial risk, appellate risk, and the defenses Defendant may assert both to certification and on the merits, the Settlement is in the best interest of the Class and LWDA. (Moon Decl., ¶ 31.) While Plaintiff is confident in the merits of her claims, a legitimate controversy exists as to each cause of action. (*Id.* at ¶ 43.) Plaintiff also recognizes that proving the amount owed to each Class Member would be an expensive, time-consuming, and uncertain proposition. (*Id.*)

The Settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's class claims. (*Id.* at ¶ 44.) Class Counsel took into account the risks associated with obtaining sufficient employee testimony and establishing liability through common proof. Indeed, the individualized and testimony-intensive nature of certain claims could preclude class certification or otherwise significantly reduce recovery. (*Id.*) For example, the rest period and unreimbursed business expense claims depend in part on evidence concerning employees' actual work experiences, including whether compliant rest periods were authorized and permitted, the extent of necessary personal cellphone use, and the adequacy of reimbursements provided. (*Id.*) The rest period calculation assumes a 50% violation rate for eligible shifts, while the unreimbursed business expense calculation uses an estimated expense allowance. (*Id.*) These valuation assumptions do not establish that the assumed violations or underpayments occurred throughout the Class. (*Id.*) Proving these claims at trial would require employee testimony, documentary evidence, and, where appropriate, representative or

statistical evidence, the sufficiency of which Defendant could challenge. (*Id.*) Even assuming employees were willing to participate, obtaining declarations could reveal that individual employees had materially different experiences, affecting the availability of common proof and the extent of recoverable damages. (*Id.*) Although the PAGA claim does not require class certification, Plaintiff would still face the burden of proving the underlying violations and their extent. (*Id.*) Class Counsel considered these evidentiary and certification risks in evaluating the Settlement. (*Id.*)

Furthermore, even if Plaintiff was able to pursue her claims on a class-wide basis and obtain certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Class. (*Id.* at ¶ 45.) Although the Parties have engaged in a significant amount of investigation, informal discovery, and class-wide data analysis, they have not conducted extensive formal discovery. (*Id.*) Moreover, preparation for class certification and a trial would remain for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or any summary judgment ruling. (*Id.*) As a result, the Parties would incur considerably more attorneys' fees and costs through trial. (*Id.*) In sum, this Settlement avoids the risks, burdens, and the accompanying expense of further litigation. (*Id.*)

The proposed $560,000.00 Settlement therefore represents a substantial recovery when compared to the reasonably forecasted recovery for the Class. (*Id.* at ¶ 46.) When considering the risks of litigation, the uncertainties involved in continued litigation, the burdens of proof necessary to establish liability, and the probability of appeal, it is clear the Settlement amount is within the "ballpark" of reasonableness, and that preliminary settlement approval is appropriate. (*Id.*; *Kullar*, *supra*, 168 Cal.App.4th at p. 133; *see Munoz*, *supra*, 186 Cal.App.4th at pp. 408–09.)

3. The PAGA Settlement Is Fair Considering the Parties' Respective Positions and Significant Risks

With regards to the PAGA claims, the Settlement is a fair and reasonable resolution that satisfies PAGA's dual statutory purposes of deterrence and punishment, on the one hand, and providing Allegedly Aggrieved Employees with genuine and meaningful relief, on the other. (Moon Decl., ¶ 41; Lab. Code §§ 2698, *et seq.*) As a result of this litigation, Defendant has had to hire legal counsel, engage

in informal class-wide discovery, and participate in mediation. (Moon Decl., ¶ 41.) Defendant will also have to pay civil penalties to the LWDA under the Settlement, assuming final settlement approval is granted. (*Id.*; Settlement, ¶ 3.2.5.) Not including its own attorneys' fees and costs as well as the employer's share of payroll taxes, Defendant will pay no less than $560,000.00 to resolve this matter—of which $56,000.00 is allocated toward the PAGA claims and will be distributed, in compliance with Labor Code section 2699 as 65% ($36,400.00) to the LWDA and 35% ($19,600.00) to Aggrieved Employees. (Settlement, ¶ 3.2.5.)

Moreover, Class Counsel are of the opinion that because the issues here are fairly contested, there is a possibility of the Court not awarding the PAGA penalties even if Plaintiff prevailed on the merits due to the largely discretionary nature of awarding PAGA penalties. (*Id.*) Indeed, under PAGA, a Court can reduce penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Lab. Code § 2699(e)(2).) In other words, were this matter to go to trial, any award granted would be at the discretion of the Court and subject to a substantial reduction. (Moon Decl., ¶ 41.) Further, Class Counsel took into account the risk of not being able to proceed on a representative basis due to the potential manageability issues and that even if Plaintiff prevailed at trial, penalties would likely be limited due to the largely discretionary nature of awarding PAGA penalties and in light of other defenses available to Defendant. (*Id.* at ¶ 42.) Thus, it is entirely possible that even if Plaintiff would be successful at trial, assuming she is first able to certify the claims and defeat the manageability issues presented at litigation, Plaintiff could be awarded substantially less than what was obtained through the Settlement. (*Id.*)

In sum, the $56,000 PAGA Penalties allocation under the Settlement constitutes "genuine and meaningful" relief that is "consistent with the underlying purpose of the statute to benefit the public." (*See O'Connor v. Uber Tech., Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1133–35 [denying settlement approval where allocation for PAGA claims was 0.1% of the estimated full worth].)

4. Class Counsel Have Extensive Experience in Class and PAGA Action Litigation, Which Was Integral to Negotiating the Settlement

The Settlement negotiations were conducted by highly capable counsel with considerable experience and demonstrated competence with litigating wage-and-hour class actions. (Moon Decl., ¶¶

51–65.) Class Counsel have a strong record of vigorous and effective advocacy for their clients and are experienced in handling complex wage-and-hour class action litigation. (*Id.*) Their experience was helpful in assessing the reasonableness of the Settlement at issue here, and from this experience they concluded that this litigation could not have been settled on better terms than provided under the Settlement. (*Id.* at ¶ 68.) Although Plaintiff and her counsel were prepared to try the claims alleged in the litigation, they support the proposed Settlement as being in the best interest of the Class based on objective evidence that has been considered and weighed against the risks, expenses, and time consumption to both sides of continued litigation. (*Id.* at ¶¶ 10, 32.)

B. The Proposed Attorneys' Fees and Costs Are Reasonable

Subject to the Court's approval, the Settlement permits a fee application of up to 35% of the GSA for Class Counsel's attorneys' fees, currently $196,000.00, plus reimbursement of actual and verified litigation costs not to exceed $25,000.00.[3] (Settlement, ¶ 3.2.2.) These requested amounts will be disclosed to Class Members in the Class Notice and are reasonable for the reasons set forth below.

1. Counsel Request a Fees Award Based On the "Common Fund" Method

California courts have long awarded attorneys' fees as a percentage of the benefit created by counsel in pursuing claims on behalf of a class. (*See, e.g.*, *Serrano v. Priest* (1977) 20 Cal.3d 25.) The California Supreme Court has held, "when a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund." (*Id.* at p. 34.)

Plaintiff's Counsel seek an award of attorneys' fees on the "percentage of recovery/common fund" theory. (Moon Decl., ¶ 70.) The purpose of this approach is to "spread litigation costs proportionately among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air W., Inc.* (9th Cir. 1977) 557 F.2d 759, 769.) In *Quinn v. State of California* (1975) 15 Cal.3d 162, the California Supreme Court stated, "one who expends attorneys'

[3] Class Counsel's current litigation costs are $25,540.99, and they anticipate incurring additional costs through final approval. (Moon Decl., ¶¶ 15, 75, Ex. 4; Settlement, ¶ 3.2.2.)

fees in winning a suit which creates a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs." (*Id.* at p. 167.) Similarly, in *City and County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, the California Supreme Court recognized that the common fund doctrine has been applied "consistently in California when an action brought by one party creates a fund in which other persons[ ] are entitled to share." (*Id.* at pp. 110–11 [pincite omitted].)

The California Supreme Court affirmed in *Laffitte v. Robert Half International Inc*. (2016) 1 Cal.5th 480 that, "when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." (*Id.* at p. 503.) The court explained: "The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation[ ]—convince us the percentage method is a valuable tool that should not be denied our trial courts." (*Id.* [internal citations omitted].) This line of legal authority supports a request for attorneys' fees based on the percentage of recovery/common fund method.

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

According to a leading treatise on class actions: "No general rule can be articulated on what is a reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a common fund in order to assure that the fees do not consume a disproportionate part of the recovery obtained for the class, although somewhat larger percentages are not unprecedented." (Newberg, Newberg on Class Actions (3rd ed. 1992) § 14.03.) Attorneys' fees that are fifty percent of the fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. (*Id.*; *see also Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 297 [stating that most cases where 30–50% was awarded involved "smaller" settlement funds of under $10 million].)

Here, Plaintiff's Counsel's request for attorneys' fees of 35% of the GSA, currently $196,000.00 and subject to potential increase under the Escalator Clause, is reasonable in light of the

work performed, the risks undertaken, and the results achieved for the Class. (Compare Settlement, ¶ 3.2.2, *with Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n.11 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].) Accordingly, Plaintiff requests the Court preliminarily approve the attorneys' fees as negotiated by the Parties.

3. This Matter Involves a "Fee-Shifting" Provision of the Labor Code

Labor Code sections 218.5, 226, 1194, 2699, and 2802 provide for the recovery of reasonable fees and costs of suit, for the claims made in this action. (Lab. Code §§ 218.5, 226, 1194, 2699(k)(1), 2802(d).) Under these sections, Plaintiff would be permitted to recover her actual attorneys' fees, even if those fees were larger than the total class recovery at the conclusion of this case. (*Id.*) This Settlement is beneficial in that it limits the risk of continued expenses and consumption of time, energy, and resources facing Defendant while at the same time rewarding Class Counsel for their decision to assume risk by taking on this matter on a contingent basis with no guarantee of recovery. (Moon Decl., ¶¶ 71-74.) In fact, prosecution of this action involved significant financial risk for Class Counsel. (*Id.*) Class Counsel have vigorously represented the Class and remain committed to doing so through the conclusion of this litigation. (Moon Decl., ¶ 69.)

4. Counsel's Experience, Reputation, and Ability Support the Fees Request

As demonstrated by their past experience in pursuing class actions on behalf of consumers and employees, Plaintiff's Counsel possess considerable expertise in litigating class actions. (*Id.* at ¶¶ 51–65.) Plaintiff's Counsel have been involved as lead counsel or co-counsel in numerous class actions that resulted in millions in recovery. (*Id.*) As noted above, their experience in wage-and-hour litigation was integral in evaluating the strengths and weaknesses of the case against Defendant and the reasonableness of the Settlement. (*Id.* at ¶ 68.) 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. (*Id.* at ¶ 66.) Based on these and other factors, Plaintiff's Counsel have frequently received fee awards of this percentage from the gross recovery for the class. (*See id.* at ¶¶ 55, 60, 65.) Because it is reasonable to compensate counsel commensurate with their skill, reputation, and experience, the requested fee award is supported here.

C. The Enhancement Award to 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*, 186 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 section 90.5, which provides, "[i]t 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 . . ." (Lab. Code § 90.5.) 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, subject to the Court's approval, a Class Representative Enhancement Award of up to $5,000.00 will be paid to Plaintiff, in addition to the Individual Class and PAGA Payments she is eligible to receive. (Settlement, ¶¶ 1.14, 3.2.1.) This award recognizes her initiation of the Action and services provided in support of the litigation. (Id.) Plaintiff has devoted substantial time and work to assisting counsel, including providing employment records, explaining Defendant's employment practices, answering counsel's questions, and assisting with preparation for mediation. (Moon Decl., ¶ 47; Plaintiff Decl., ¶¶ 19–21.) Plaintiff estimates she has spent approximately 30 hours working on this case and anticipates devoting additional time through settlement approval and administration. (Plaintiff Decl., ¶ 22.) The requested award is fair and reasonable considering Plaintiff's contributions, the risks she undertook, the substantial benefits obtained for the Class, and her

employment-related general release and waiver of Civil Code section 1542 rights. (Moon Decl., ¶ 47–50.)

When compared with the amounts awarded in typical class action cases, the amount requested here is particularly reasonable. 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 $4357." (Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303, 1307–08.) The 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. 1333.) 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. The claims all derive from a core set of alleged violations of California's wage and hour laws and regulations. (Moon Decl., ¶¶ 4–5.) For the reasons set forth more fully below, the Class, for purposes of Settlement, satisfies the prerequisites for certification under Code of Civil Procedure section 382. (Code Civ. Proc. § 382.) Section 382 provides that "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, one or more may sue or defend for the benefit of all." (*Id.*) There are two requirements to section 382: "(1) there must be an ascertainable class[ ]; and (2) there must be a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented." (*Daar v. Yellow Cab Co*. (1967) 67 Cal. 2d 695, 704 [internal citations omitted].) To clarify these requirements, the California Supreme Court has looked to Federal Rule of Civil Procedure 23 to explain that the community-of-interest requirement itself embodies three factors: "(1) predominant common questions of law or fact;

(2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Richmond v. Dart Indus., Inc*. (1981) 29 Cal. 3d 462, 470.)

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

B. <u>The Criteria for Class Certification Are Satisfied</u>

1. The Class Is Ascertainable and Numerous

When determining whether a class is ascertainable, California courts focus on the following three factors: "(1) the class definition, (2) the size of the class and (3) the means of identifying class members." (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Here, Plaintiff maintains there is an easily ascertainable Class, defined by objective and precise criteria. (Settlement, ¶¶ 1.5, 1.12.) The proposed Class that Plaintiff seeks to represent is ascertainable because (1) the Class definition is sufficiently precise, (2) the Class consists of approximately 779 individuals, and (3) Class Members can be readily identified through Defendant's employment records. (*Id.* at ¶¶ 1.5, 4.1-4.2.) Because Class Members are identified using specific criteria in the regular business records of Defendant—their employment by Defendant in California, non-exempt classification, hourly wage, and actual work during the Class Period—the Class is ascertainable. (*See Wilner v. Sunset Life Ins. Co*. (2000) 78 Cal.App.4th 952, 959–60 [class membership defined by ownership of product that is the subject of the lawsuit is sufficient to make the class ascertainable].) "The requirement of Code of Civil Procedure section 382 that there be 'many' parties to a class action suit is indefinite and has been construed liberally." (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934.) "Where a question is of common interest to 'many' persons, an action may be maintained as a class action even where the parties are numerous and it is in fact practicable to join them all." (*Id.*) "No set number is required as a matter of law for the maintenance of a class action." (*Id.*) "Thus, our Supreme Court has upheld a class representing the 10 beneficiaries of a trust in an action for removal of the trustees." (*Id.* [citing *Bowles*

v. Super. Ct. (1955) 44 Cal.2d 574]; *see also Collins v. Rocha* (1972) 7 Cal.3d 232 [upholding a class of 9 plaintiffs and 35 members].) Therefore, numerosity is plainly satisfied.

2. There Are Many Common Issues of Law and Fact Which Predominate

To satisfy the community of interest requirement, a proponent must show (1) common questions of law and fact that predominate over individual issues, (2) class representatives have claims or defenses typical of the class, and (3) class representatives adequately represent the class. (*Dunk*, *supra*, 48 Cal.App.4th at p. 1806.) This inquiry tests whether proposed classes are sufficiently cohesive to rationally warrant adjudication by representation. (*See, e.g.*, *Clothesrigger, Inc. v. GTE Corp*. (1987) 191 Cal.App.3d 605, 611–12.)

Here, Plaintiff's class claims satisfy these requirements for settlement purposes. The employment practices at issue include whether Defendant: paid all minimum and overtime wages owed, including compensation for off-the-clock work and wages calculated at the proper regular rate; reimbursed employees for necessary business expenses; provided compliant meal periods and authorized and permitted compliant rest periods, or paid all required premiums; paid the required premium wages for work performed on the seventh consecutive day in a workweek; timely paid all final wages and whether any failure to do so was willful; provided accurate itemized wage statements and whether any noncompliance was knowing and intentional and caused statutory injury; and engaged in unfair business practices. (Moon Decl., ¶¶ 4–7.) The underlying alleged Labor Code violations also support Plaintiff's representative claim for civil penalties under PAGA. (Id. at ¶¶ 4, 6.) Plaintiff contends the class claims arise from common employment policies and practices and that Class Members suffered from and seek redress for the same types of alleged injuries. (Plaintiff Decl., ¶¶ 5–7.) Considering the common factual and legal questions presented, resolving these claims through the Settlement would provide more efficient relief than requiring Class Members to litigate individual claims. Thus, the Court should grant conditional class certification for settlement purposes because common questions of law and fact predominate over individual questions within the Class.

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

The typicality requirement does not focus on the individual characteristics or circumstances of the representative plaintiff compared to those of the remainder of the class, but rather, upon the

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 ["The only requirements are [sic] that common questions of law and fact *predominate* and that the class representative be *similarly* situated" vis-à-vis the class.] [emphasis in original].) 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 and alleges she was subject to the same policies and practices as other similarly situated employees. (Plaintiff Decl., ¶¶ 2–6.)

4. Plaintiff and Her Counsel Meet the Adequacy Requirement

The adequacy of representation requirement is met by fulfilling two conditions: (1) a named plaintiff must be represented by counsel qualified to conduct the pending litigation, and (2) a named plaintiff's interests cannot be antagonistic to those of the class. (*McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.)

Here, all requirements are met. Plaintiff retained counsel with extensive experience in prosecuting complex class actions, including similar class actions that previously settled. (Moon Decl., ¶¶ 51–65.) Based on their experience, Plaintiff's Counsel unquestionably are "qualified, experienced and generally able to conduct the proposed litigation." (*Miller*, *supra*, 148 Cal.App.3d at p. 874.) Plaintiff has, with counsel, litigated this case and diligently reviewed the settlement terms, showing dedication, and with full knowledge and acceptance of duties, she has committed to her role as Class Representative. (Plaintiff Decl., ¶¶ 11–21.) In addition, Plaintiff and her Counsel have no conflicts with one another, other Class Members, or the proposed Administrator. (*Id.* at ¶¶ 8–10; Moon Decl., ¶ 69.)

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. (*See Leyva v. Medline Indus. Inc.* (9th Cir. 2013) 716 F.3d 510, 514–15.) 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 economies of time, effort, and expense for the litigants and the judicial system. (*Id.*) 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 prosecute individual actions. (*Id.* at p. 515; *Gentry*, *supra*, 42 Cal.4th at pp. 457–62.) Moreover, in the context of settlement, the superiority concerns are essentially non-existent. (*See generally, e.g.*, *Stamburgh*, *supra*, 62 Cal.App.3d.)

V. THE PROPOSED CLASS NOTICE IS CONSTITUTIONALLY SOUND AND SATISFIES RULES OF COURT

Class Notice requirements are set forth in the California Rules of Court. (Cal. Rules of Court, rule 3.766(e)–(f), rule 3.769(f).) Here, the proposed Class Notice, in the form attached to the Settlement as **Exhibit A**, meets all the requirements of California Rules of Court. The Class Notice summarizes the proceedings to date and the terms and conditions of the proposed Settlement in an informative and coherent manner. (Settlement, ¶¶ 1.11, 7.4.2.) The Class Notice states that final approval has not yet been granted and provide the date, time, and location of the Final Approval Hearing. (*Id.*, Ex. A.) The Class Notice explains the right and procedures to request exclusion from the Class portion of the Settlement and the right of Participating Class Members to submit written objections and/or appear personally or through counsel at the Final Approval Hearing to present verbal objections. (*Id*. at ¶¶ 1.41, 7.5, 7.8.1–7.8.3.) The Class Notice also clarifies that written objectors need not attend the hearing and that no advance notice of intent to appear is required. (*Id*. at ¶ 7.8.3.) Further, the Class Notice explains that Defendant denies liability and that the Settlement does not constitute an admission of liability. (*Id*. at ¶ 2.10.) Thus, the proposed Class Notice meets all the requirements of California Rule of Court 3.769(f). (Cal. Rules of Court, rule 3.769(f).)

The Class Notice also fulfills the requirement of neutrality in class notices. (Newberg, Newberg on Class Actions (3rd ed. 1992) § 8.39.) Accordingly, the Class Notice complies with the standards of fairness, completeness, and neutrality required of a combined settlement-certification class notice.

California law vests the Court with broad discretion in fashioning an appropriate notice program. (*Cartt v. Super. Ct.* (1975) 50 Cal.App.3d 960, 970, 973–74.) Due process does not require actual receipt of notice by every Class Member, but requires notice reasonably calculated to inform Class Members of the Settlement. Here, the Administrator will send individual notice by first-class U.S. mail after updating addresses through the National Change of Address database and will re-mail

returned notices as provided in the Settlement. These procedures provide the best notice practicable under the circumstances. (Settlement, ¶¶ 7.4.2–7.4.3.) As the Court of Appeal has explained, "[t]he notice given should have a reasonable chance of reaching a substantial percentage of the Class Members . . ." (*Cartt*, 50 Cal.App.3d at p. 974.)

VI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests the Court grant this motion, enter the proposed order submitted herewith regarding preliminary approval, and set a final approval hearing no earlier than 120 days from the preliminary approval order.

Respectfully submitted,

Dated: **MOON LAW GROUP, PC**

By: _____
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